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Standard terms and conditions of RWV Advocaten

Article 1. Definitions of terms

- 1.1 These terms and conditions apply to all legal relationships between the partnership (*maatschap*) RWV Advocaten (hereinafter: "RWV") and/or Foundation for the Management of entrusted third party monies (*Stichting Beheer Derdengelden*) (hereinafter: "the Trust") in Leiden, on the one hand, and the other party/parties, hereinafter referred to as: "the Client", on the other. All legal relationships between RWV and/or the Trust on the one hand and the Client on the other, will hereinafter be referred to as: "the Engagement". RWV is a partnership partly consisting of private limited liability companies.

Article 2. Accepting general terms and conditions

- 2.1 The Client accepts that these standard terms and conditions will also apply to all potential legal relationships between the Client on the one hand and the (managing) partners of RWV, any persons (formerly) employed by RWV and any third parties engaged by RWV. These persons will be able to invoke these standard terms and conditions directly.

Article 3. Giving instructions

- 3.1 The Client accepts that any Engagement will be will be agreed with RWV. This is also the case when it is the express or tacit intention of the client that the professional services are to be performed by a specific individual. By way of derogation from articles 7:404, 7:407 Paragraph 2 and 7:409 of the Dutch Civil Code, even where instructions are given with a view to them being provided by a specific person, no partner and no other individual who takes instruction for and on behalf of RWV Advocaten, whether employed by RWV Advocaten or not, is personally obligated or liable to implement such instructions and the death of any partner or other individual does not terminate the instructions, even if given with a view to them being provided by a specific person.

Article 4. Liability

- 4.1 Liability on the part of RWV is limited to the amount that in the relevant case will be paid out under the (professional) indemnity insurance policy/policies taken out by RWV, plus the amount of the excess ('own risk') under the relevant policy. RWV's professional indemnity insurance complies with the rules of the Dutch Bar Association.
- 4.2 If, and insofar, RWV's professional indemnity insurance does not provide an entitlement to payment under the policy, liability on the part of RWV will be limited to the amount of EUR 50,000 or, in the event that RWV's professional fees charged for the relevant case exceed this amount, to the latter amount with a maximum of EUR 100,000.
- 4.3 Any liability on the part of the persons referred to in Article 2.1 of these standard terms and conditions is excluded. This irrevocable third-party clause may at all times be invoked by the person(s) concerned.
- 4.4 RWV does not accept liability for shortcomings on the part of third parties engaged by RWV. Immediately upon request, RWV will transfer to the Client any rights it may be able to exercise against the third party/parties concerned in connection with the losses caused to the Client by the third party/parties.
- 4.5 Any liability claim must be preceded by a written complaint submitted to the management of RWV. Any claims by the Client will lapse twelve months after the date on which the work relating to these claims was carried out.

Article 5. Fee, disbursements, expenses and payments on account

- 5.1 In return for the professional services to be carried out, the Client shall pay the professional fees, plus any disbursements, administrative charges, travel and accommodation expenses and sales tax due, unless otherwise agreed in writing. Administrative charges will be approximately 7% of the professional fees involved.

- 5.2 Unless otherwise agreed, the professional fees will be calculated on the basis of the number of hours worked, multiplied by the hourly rate that RWV annually sets for each of its members of staff.
- 5.3 RWV may require the Client to make an advance payment. Any advance payment will be credited against the final invoice. Invoices must be paid in full, within 14 days from the date of invoice. In the event that this term of payment is exceeded, the Client is in default by operation of law and default interest will be charged at the statutory commercial interest rate applicable at the time.
- 5.4 Any payments received by RWV from the Client, will first be applied against amounts owing for expenses, then interest, whilst the balance will be applied against the oldest invoice, irrespective of the Client's stated purpose of the payment.

Article 6: Clients' funds management foundation

- 6.1 The Client hereby irrevocably authorises RWV and the Trust to deduct any outstanding invoices from the balances available in the Trust account (insofar as these balances are payable to the Client).
- 6.2 The interest that the Trust receives on the monies that have been outstanding for more than fourteen days, belongs to the party entitled to it, less any bank charges incurred and an equal to 1/4 of a percent per annum of the amount involved.

Article 7. Termination

- 7.1 Both the Client and RWV will be able to cancel the compensation Engagement, if required with immediate effect, by notifying the other party in writing.
- 7.2 Once a case has been concluded, all original documents supplied by the Client that are present in the files, will be returned at the request of the client, after which the remainder of the files will be retained for a period of seven years. After this, RWV is entitled to destroy the files.

Article 8. Complaints and disputes settlement procedure

- 8.1 RWV is associated with the Complaints and Disputes Scheme for the Legal Profession ([Klachten- en Geschillenregeling Advocatuur](#)). This scheme may be invoked by the Client if he or she wishes to do so. On request, RWV's Complaints Procedure will be sent to the Client free of charge.

Article 9. General

- 9.1 The Engagement and any obligations arising therefore will be governed by Dutch law. The District Court in The Hague has exclusive jurisdiction over any disputes associated with them.
- 9.2 These standard terms and conditions have been drawn up in Dutch and in English; in the event of any dispute with regard to the contents or the substance thereof, the Dutch text will be binding.
- 9.3 Our General Terms and Conditions are filed at the Registry of the District Court in 's-Gravenhage, the Netherlands, under no. 78/2011.