General Terms and Conditions
Moree Gelderblom Law,
registered in Rotterdam and also practising in Hendrik Ido Ambacht

1. Moree Gelderblom Advocaten (Moree Gelderblom Law) is a partnership of legal persons with limited liability. Natural persons may also join the partnership. A list of partners is available on request.

2. The provisions of these General Terms and Conditions are made equally on behalf of the partners in Moree Gelderblom Law, the directors of the participating legal persons and everyone who works for the partnership.

3. These General Terms and Conditions apply to all order contracts, including supplementary and repeat order contracts, unless otherwise agreed in writing prior to the closure of the contract.

4. An order contract is not closed until the order has been accepted by the partnership. For the purpose of contract closure, the partnership may be represented only by a lawyer attached to the practice.

5. The client, being the party contracting the partnership, agrees to the partnership determining whether the contract should be fulfilled by the practice or by a third party or parties. Articles 7:404 and 7:407, clause 2, of the Civil Code do not apply.

6. The partnership shall exercise due professional care in the fulfilment of all orders, in the performance of all activities and in the selection of assistants.

7. In respect of the fulfilment of a contract, the client shall be liable to pay a fee (financial payment relating to the interest or time invested), plus disbursements (expenses incurred by the partnership in connection with the contract), a practice fee (a fixed surcharge on the fee to cover the cost of operating the office facilities) and turnover tax (VAT), unless agreed otherwise.

8. If the fulfilment of the contract extends over a period exceeding one month, interim invoices may be submitted for activities undertaken up to a given point in time.

9. The partnership may require the client to make an advance payment (deposit). Any advance payment received is set off against the final invoice for the order.

10. In cases that are handled on the basis of the statutory legal aid system, the provisions set out above apply only to costs for which the client is liable under the terms of the legal aid authorisation.

PAYMENT

11. The client's payment obligations may be discharged only by transferring funds to one of the bank accounts or giro accounts in the name of the partnership or the associated foundation known as Stichting Derdengelden Moree Gelderblom Advocaten, or by payment in cash and in exchange for proper documentary evidence of receipt.

12. Invoices issued by the partnership must be paid within fourteen days of the invoice date. In the event of late payment, the client shall be legally in default and liable for late payment interest at a rate equal to the statutory rate of interest in force at the time.

13. If the partnership takes debt recovery action against a client that is in default, the client shall be liable for all the judicial and extrajudicial costs thus incurred. Furthermore, the partnership's extrajudicial costs shall be deemed to be at least 10 per cent of the value of the outstanding invoice(s).

LIABILITY

14. The total joint and several liability of the partnership, the partners, the directors of the participating legal persons and everyone who works for the partnership is always limited to the amount of benefit payable in the particular case under the partnership's professional liability insurance, plus the excess amount that the partnership is responsible for under that same insurance policy.

15. If the partnership engages the services of any assistant or third party, the partnership shall always exercise due care. However, the partnership is not liable for any damages arising out of the shortcomings of any such assistant or third party.

16. The limitation of liability defined above applies equally in circumstances where the partnership is liable for the errors of a third party engaged by the partnership or for the malfunction of equipment, software, databases, registers or other items used by the partnership in the fulfilment of the contract.

17. The client indemnifies the partnership against all claims that may be made by third parties, and any related costs that the partnership may incur, insofar as such claims relate in any way to activities undertaken for the client, except in cases of malicious intent or gross negligence on the partnership's side.

COMPLAINT AND DISPUTE RESOLUTION ARRANGEMENTS

18. The legal relationship between the client and the partnership is covered by a complaints system. A copy of the rules governing that system is available at no cost from the lawyer responsible for the case in question and will be dispatched promptly upon request. Complaints regarding the services of the partnership may be addressed to the responsible lawyer or to the partnership's complaints officer, Meester S. Visser. A client that makes a complaint will receive a written response within four weeks of the complaint's submission.

19. Disputes relating to services provided by the partnership, including billing disputes, which cannot be resolved by internal review, may be settled only in accordance with the Regulations of the Advocacy Disputes Board. A copy of those regulations is available at no cost and will be dispatched promptly upon request. The text of the regulations is also available on www.advocatenorde.nl and www.sgc.nl, and on request in printed form from the Advocacy Disputes Board, PO Box 90600, 2509 LP The Hague.

20. If or insofar as the Advocacy Disputes Board is not competent to settle a dispute, the dispute may be settled only by the competent court in Rotterdam, notwithstanding the partnership's right, when acting as plaintiff, to bring a dispute before the competent court in the city where the client lives or is registered.

21. The legal relationship to which these General Terms and Conditions apply is governed by Dutch Law. Disputes may be judged only by a competent Dutch court of law.

These General Terms and Conditions have been deposited with the clerk of the Rotterdam High Court. PTO

Moree Gelderblom Advocaten Office Complaints Procedure

ARTICLE 1 DEFINITIONS

In this office complaints procedure, the following terms are defined as stated below:

- **complaint**: every written manifestation of dissatisfaction from or on behalf of the client against the lawyer or those working under his responsibility, about the formation and execution of a letter of engagement, the quality of the service provision or the extent of the invoice, not being a complaint within the meaning of subsection 4 of the Lawyers Act;
- **complainant**: the client or his representative who submits a complaint;
- **complaints officer**: the lawyer instructed to deal with the complaint;

ARTICLE 2 SCOPE

1. This office complaints procedure applies to every letter of engagement between Moree Gelderblom Advocaten and the client.
2. Every lawyer of Moree Gelderblom Advocaten ensures complaints are processed in accordance with the office complaints procedure.
3. A complaint will not be considered if it is filed after three years from the date on which the complainant became aware or could reasonably have become aware of the actions or omissions of the lawyer or the persons working under his responsibility to whom the complaint relates.

ARTICLE 3 OBJECTS

The objects of this office complaints procedure are:

a. to document a procedure of processing complaints from clients constructively, within a reasonable period of time;
b. to document a procedure to establish the cause of the client's complaints;
c. to preserve and improve existing relationships by means of correct complaints handling;
d. to train employees to respond to complaints with the client in mind;
e. To improve the quality of the service provision by means of complaints handling and client analyses.

ARTICLE 4 INFORMATION UPON START OF SERVICE PROVISION

1. This office complaints procedure has been published. Before entering into a letter of engagement, the lawyer makes the client aware of the fact that the firm uses an office complaints procedure and that this applies to the service provision.
2. In the general terms and conditions, Moree Gelderblom Advocaten stipulates the independent party or organisation to which complaints which are not resolved after handling can be submitted to obtain a binding decision, all of which is announced upon the confirmation of instruction.
3. Complaints within the meaning of article 1 of this office complaints procedure which are not resolved after handling will be submitted to the Disputes Committee for the Legal Profession. If and insofar as the Disputes Committee for the Legal Profession is not competent to judge a dispute, that dispute will be settled exclusively by the competent court in Rotterdam, without prejudice to the right of the partnership, as the claimant, to submit the dispute to the court of the client's place of residence.

ARTICLE 5 INTERNAL COMPLAINTS PROCEDURE

1. If a client has contacted the firm with a complaint, the complaint is forwarded to *mr*. S. Visser, who will act as complaints officer. If a complaint concerns a case outsourced to the firm by a legal expenses insurer, *mr*. M.J. Goedhart or *mr*. S.O. Voogt will act as complaints officer.
2. The complaints officer notifies the person against whom a complaint has been made of the complaint and gives the complainant and the person against whom a complaint has been made the opportunity to provide an explanation to the complaint.
3. The person against whom the complaint has been made will try and reach a solution with the client, whether or not after intervention from the complaints officer. The complaints officer processes the complaint within four weeks of receiving it or, when this rule is deviated from, he notifies the complainant thereof, stating the reasons and giving a new term within which an opinion about the complaint will be given.
4. The complaints officer notifies the complainant and the person against whom a complaint has been made in writing of the opinion about the validity of the complaint, whether or not accompanied by recommendations.
5. If the complaint is dealt with satisfactorily, the complainant, the complaints officer and the person against whom a complaint has been made sign the opinion about the validity of the complaint.

ARTICLE 6 CONFIDENTIALITY AND FREE COMPLAINTS HANDLING

1. The complaints officer and the person against whom a complaint has been made observe confidentiality during the complaints handling process.
2. The complainant does not owe anything for the costs of complaint handling.

ARTICLE 7 RESPONSIBILITIES

1. The complaints officer is responsible for the prompt processing of the complaint.
2. The person against whom a complaint has been made keeps the complaints officer updated about any contact and a possible solution.
3. The complaints officer keeps the complainant updated about the processing of the complaint.
4. The complaints officer keeps the complaints file updated.

ARTICLE 8 COMPLAINTS REGISTRATION

1. The complaints officer logs the complaint and the corresponding subject.
2. A complaint can be classed under several subjects.
3. The complaints officer regularly reports about the complaints processing and makes recommendations in order to prevent new complaints, as well as to improve procedures.
4. The reports and recommendations are discussed at the firm and submitted for a decision at least once a year.