

General Terms and Conditions of Koevoets Advocaten B.V. (version 2018)

1. Service agreement.

- 1.1 Contracts for the provision of legal and / or other consultancy services will always be signed by and on behalf of Koevoets Advocaten B.V. ("Koevoets Advocaten"). Individual lawyers and / or employee (s) of the firm will never be a contract party.
- 1.2 Agreement referred in Article 1.1 is only valid from the moment that this has been confirmed in writing by the lawyer to the client.
- 1.3 A written confirmation states whether the lawyer fee will be paid by the legal aid granted by the Dutch government (referred in Article 3) or has to be paid by the client him/herself.
- 1.4 Agreement referred in Article 1.1 will solely concern one specific legal case. Should a client have more than one legal case at same time, a separated agreement will need to be signed for each individual case.
- 1.5 If an agreement for the legal assistance has been established on a paying basis, this implies that the client does not claim any right for legal assistance based on financed legal aid granted by the Dutch government.
- 1.6 The lawyer determines the content of the legal documents and correspondence and the manner in which they are drafted.
- 1.7 The lawyer has the right of replacement by his/her colleague-lawyer from Koevoets Advocaten or a lawyer that has a cooperation for that purpose with Koevoets Advocaten, unless the agreement determines that legal services will only be provided by that specific lawyer.

2. Payment.

- 2.1 Lawyer fee will be charged on the basis of the amount of hours the lawyer worked on a case and current hourly fee. The applicable hourly rate will apply to those hours (basic fee €255,- excl. VAT, year 2018). The payment should be made in advance, according to the pre-pay invoice. For the purpose of this invoice, the lawyer will make an estimation of the hours (in the first period) to be spent on the legal assistance.
- 2.2 In addition to the way of payment referred in Article 2.1, client and Koevoets Advocaten can agree a fixed price for a case. Should this situation apply, it will be clearly stated in the written agreement. (see Article 1.2). No refund will be made in the here fore mentioned cases if the client, for whatever reason, unilaterally terminates the service agreement or wishes to opt out of any further legal services.
- 2.3 All the payments must be made before the case is started. The payment deadline stated on the invoice should not change the rule referred formerly. The same applies to court fees and all other fees that are owed in procedures and charged to the client by an invoice.
- 2.4 Payment shall be transferred to the bank account of Koevoets Advocaten. The payment is deemed to have been made at the moment the amount is actually credited to the bank account from Koevoets Advocaten. In exceptional cases, the lawyer fee can be paid in cash. For cash payment at any time, a receipt will be provided.
- 2.5 Should the lawyer fee not be paid in advance, the firm reserves the right to suspend the case immediately without further notice. Should this situation apply, it shall imply that the lawyer may not appear at the court hearing, the appeal may not be done in time or witnesses may not be provided to the concerned organization. The above applies in full in case of failure to pay the disbursements paid by Koevoets Advocaten (and charged to the client), such as (court) fees and fees for services provided by third parties.
- 2.6 If the payment has not been made within the payment period stated on the invoice, Koevoets Advocaten has the right to terminate the agreement and the service (referred in Art. 1) unilaterally. In this case, the last day of the payment period is considered as the day on which the agreement is terminated.

- 2.7 Termination of the contract for the provision of legal service as referred to in Article 2.6 shall not affect the charge of the lawyer fee for the already spent hours or the fixed price agreed formerly, as well as for the costs that Koevoets Advocaten incurred for providing the legal services such as payment of the (court) fees.
- 2.8 Client has the right to know the total hours the lawyer spent. Upon request, the firm can provide the time registration of it, except case agreed on the fixed price.
- 2.9 The standard hourly rate since 01.01.2017 for a lawyer-partner and urgent legal help is € 345, - excl. VAT; for a junior lawyer / other lawyers is € 255, - excl. VAT.
- 2.10 Should payment not be done in time, a reminder of the payment will be sent to the client only once. In case no reaction to this notice within the prescribed period, discounts or special offer agreed and granted previously will expire automatically. In this case, the lawyer fee and the fine for the delaying of the payment will still be charged as the collection costs.
- 2.11 Koevoets Advocaten is entitled to receive payments/amounts on its third-party account, based on compensation etc., and settle this against any outstanding invoices from the same client.

3. Legal service on the basis of governmental legal support.

- 3.1 Accordingly, one can apply for the governmental legal support based on one's income. Koevoets advocaten will evaluate the circumstance and the eligibility of a client and apply for it on the behalf of the client from Raad voor Rechtsbijstand ("Legal aid board"), if the requirements are met. Koevoets Advocaten does not accept any obligation to provide legal assistance based on financed legal aid, other than in the event that the court has been given an "attachment" to the attending lawyer.
- 3.2 The requirements for applying for the governmental legal support can be found on the website of the Raad voor Rechtsbijstand (www.rvr.org).
- 3.3 If Koevoets Advocaten agrees with legal aid based on government financed legal aid as mentioned above, a written confirmation will be sent to the client. Article 1 therefore will apply immediately; the concerned legal service will be provided thereafter.
- 3.4 Application for the governmental legal support will be made by Koevoets Advocaten based on the information provided by the client.
- 3.5 According to the Legal aid board, there will be an amount of personal contribution of the governmental legal support. The personal contribution will be sent by invoice to the client by the firm. The personal contribution should be paid to Koevoets Advocaten, not to the Legal aid board.
- 3.6 In respect of a personal payment or evaluated personal contribution sent by an invoice, Article 2 applies.
- 3.7 Although one may be eligible for the application of the governmental legal support (Article 3.1), the Legal aid board reserve the final right to deny an application.
- 3.8 Should the situation indicated in Article 3.7 occur, both the client and Koevoets Advocaten have the right to terminate the agreement signed previously from the date the application for the governmental legal support denied. Even if the client has the right to appeal to the decision made by the Legal aid board, Koevoets Advocaten still has the right to terminate the agreement and the service unilaterally.
- 3.9 Should the situation indicated in Article 3.8 occur, the client and Koevoets Advocaten can sign a new agreement on the basis of a personal payment after terminating the previous agreement.
- 3.10 Should the situation indicated in Article 3.7 occur, the client must also pay for the hours the lawyer already spent. In this case, a courtesy discount at 30% of the normal hourly rate will be granted to the client. Article 2 applies.
- 3.11 Should the situation indicated in Article 3.7 occur, the client will be charged based on Article 3.10 during the appeal to the decision made by Legal aid board. If the appeal is succeed, the client has the right to get the already paid lawyer fee (partially) back.

- 3.12 Client take the responsibility of the appeal against the decision made by the Legal aid board when the application for the governmental legal support is denied/canceled/stopped and regarding the request to lower the own contribution.

4. Appeal.

- 4.1 In principle, client take the responsibility of when to conduct an appeal/cassation appeal and when to withdraw them from a court or a supreme court.
- 4.2 When the client desires to make a lawyer of Koevoets Advocaten an appeal, a written confirmation should be sent to the lawyer at least 48 hours before the appeal deadline. The lawyer is responsible for the actual conduct of the appeal after the client has received an written confirmation from the lawyer.
- 4.3 Article 4.2 also applies to appeals and further appeals in administrative matters with regard to administrative appeal.

5. Liability.

- 5.1 Liability with Koevoets Advocaten is only accepted at the amount that is paid by the professional liability insurance in the relevant case. Parties stated in the agreement as referred in Article 1.1 should agree on it.

6. Applicable law

- 6.1 Dutch law applies to all agreements and only the court in Rotterdam is authorized to take cognizance of matters arising from the service agreement.
- 6.2 All disputes arising from, or related to, the by or on behalf of Koevoets Advocaten performed or assigned work and/or the legal relationship with the client or other third party, are subject to the exclusive jurisdiction of, and are exclusively decided by, the competent court in Rotterdam.

7. Complaint and dispute.

- 7.1 Koevoets Advocaten is affiliated with the Dutch Lawyer Dispute Committee.
- 7.2 In the unlikely event a private client would not be satisfied with the services rendered by Koevoets advocaten, he/she has the right to submit his/her complaint with the lawyer within three months from awareness of the failure or from the time that he/she could be reasonably aware of the unsatisfying action or omission. Your complaint will be first dealt with by our complaint officer internally.
- 7.3 We strive to handle your complaint within four weeks. Should your complaint not be solved to your satisfaction, you can file the complaint to the Dutch Lawyer Dispute Committee.
- 7.4 There is no further appeal against the decision made by the Dutch Lawyer Dispute Committee.

8. Final provision.

- 8.1 We also provide the Dutch and Chinese translation for this General Conditions for the clients. Regarding the legal interpretation of the General Conditions, the Dutch version always prevails.
- 8.2 The copyright of these General Conditions belongs to Koevoets Advocaten.