

# DEBIJE | LEGAL

## TERMS AND CONDITIONS OF SERVICE

- 1. About DEBIJE | LEGAL**

DEBIJE | LEGAL is the trade name of the law practice of Mr. J.C. Debije, who is registered as a lawyer with the Dutch Bar Association ([www.advocate-norde.nl](http://www.advocate-norde.nl)). The practice is registered with the Chamber of Commerce under number 54350441 and has VAT number NL001678031B15.
- 2. Applicability of these terms**

These general terms and conditions apply to all assignments you give to DEBIJE | LEGAL. This also applies to any follow-up assignments or modifications to an existing assignment, even if these terms and conditions are not explicitly referred to again. In the event of a conflict between these terms and conditions and the engagement letter, the engagement letter shall prevail.
- 3. Identification and reporting obligations**

Under applicable law, DEBIJE | LEGAL is required to verify your identity and, if necessary, report unusual transactions to the relevant authorities.
- 4. Execution of assignments**

DEBIJE | LEGAL will handle your assignment with due care and professionalism, making every effort to achieve the desired result. However, no guarantee of success can be given. Your interests will be the primary consideration, but all applicable legal and professional regulations for lawyers will also be observed. The services provided are exclusively for your benefit; third parties cannot derive any rights from them.
- 5. Liability and insurance**

DEBIJE | LEGAL is insured for professional liability in accordance with the guidelines of the Dutch Bar Association. Upon request, you may receive an overview of the coverage and an insurance statement. Liability is limited to the amount covered by the applicable insurance policy, plus any deductible. If no insurance payout is made for any reason, liability is limited to the fees paid by you for the relevant assignment. Any claim for damages expires one year after you became aware of the damage and the potential liability of DEBIJE | LEGAL.
- 6. Engagement of third parties**

DEBIJE | LEGAL may engage third parties to assist in carrying out your assignment. Except for bailiff services, prior consultation will take place if it is reasonable and customary to do so. Due care will be taken in the selection of third parties. However, DEBIJE | LEGAL is not liable for any shortcomings of these third parties.
- 7. Indemnification against third-party claims**

You indemnify DEBIJE | LEGAL against any third-party claims related to the services provided to you, as well as any costs incurred by DEBIJE | LEGAL in defending such claims.
- 8. Fees and rates**

Unless otherwise agreed or if you qualify for government-funded legal aid, fees will be calculated based on the number of hours worked, multiplied by the applicable hourly rate. The hourly rate is reasonably adjusted annually as of January 1.
- 9. Costs and expenses**

External costs, such as court fees and bailiff fees, will be passed on to you without a markup. For general office expenses, such as postage and copying costs, a fixed surcharge of 5% of the fee will be applied.
- 10. Billing and payment**

Services are billed periodically, typically monthly or quarterly. Payment is due within 14 days from the invoice date. DEBIJE | LEGAL may request an advance payment, which will generally be deducted from the final invoice unless otherwise agreed.
- 11. Complaints procedure**

DEBIJE | LEGAL has a firm complaints procedure, which can be found at [www.debijelegal.nl](http://www.debijelegal.nl).
- 12. Governing law and jurisdiction**

The legal relationship between you and DEBIJE | LEGAL is governed by Dutch law. Any disputes will be submitted to the District Court of The Hague, unless DEBIJE | LEGAL chooses to bring the matter before the court in your place of residence or business.
- 13. Invalid provisions**

If any provision of these terms and conditions is found to be invalid or unenforceable, it will be replaced by a provision that closely reflects the original intent. If necessary, the parties will consult in good faith to determine the exact wording of the replacement provision.
- 14. Language and validity**

These terms and conditions are drafted in Dutch. The Dutch version is legally binding; any English translation is provided for convenience only.