# MASTER CONTRACT WHICH IS TO BE CONCLUDED WITH EVERY NEW CLIENT AND WHICH REMAINS VALID AS LONG AS THE SERVICES PROVIDED BY ADELMEIJER HOYNG ADVOCATEN ARE CONTINUED.

This form is drawn up in twofold and signed by client and the lawyer who holds the initial interview on behalf of the partnership.

Law firm	Civil partnership Adelmeijer Hoyng Advocaten (further to be referred to as: "Adelmeijer Hoyng Advocaten")			
CR registration number 14109665				
Adress	Bredestraat 12, 6211 HC Maastricht	Natalinitoren, Looskade 16A, 6041 LE Roermond		
Postal address	Postbus 301, 6200 AH Maastricht	Postbus 109, 6040 AC Roermond		
Telephone	043 - 350 62 00	0475 - 356 000		
Fax	043 - 326 22 44	0475 - 332 055		
E-mail address	info@ahadvocaten.eu	E-mail address handling lawyer:		
Website	www.ahadvocaten.eu	@ahadvocaten.eu		
Dutch VAT No.	8043.00.124.B01			

Adelmeijer Hoyng Advocaten is a civil partnership (article 7A:1655 of the Netherlands Civil Code) of private companies with limited liabilities ("practice partnerships"), established at Maastricht and Roermond. As from 1 januari 2018, the partnership has been formed by the practice partnerships of A.J. van Bergen, H.E.C. Savelkoul, D.A.J. Roomberg and M. van Sintmaartensdijk. During the term of this contract this formation may change. The other lawyers are employed by the partnership.

All lawyers at Adelmeijer Hoyng Advocaten are registered in the Netherlands and are members of the Netherlands Bar Association, Neuhuyskade 94, 2596 XM Den Haag, info@advocatenorde.nl).

CLIENT'S DETAILS	CL	IEN.	T'S	DE.	ΓAIL	.S
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Name, forenames/name given in the articles of association		
Street		
Postal code/Town/Municipality		
Telephone		
Fax		
Mobile phone		
Postal address		
Invoice address		
E-mail address		
NATURAL PERSON	COMPANY / LEGAL PERSON	
Date of birth	. Legal form	
Identification (MAKING A PHOTOCOPY IS COMPULS	· · · · · · · · · · · · · · · · · · ·	
Nationality	CR registration number CR excerpt ( <b>compulsary!</b> )	
Bank account number	Bank account number	
Marital status	Dutch VAT No.	
Contact		
Other details and hourly rate agreed €excluding Dutch VAT and disbursements (also see hereinafter under " <b>In General"</b> 3rd paragraph)		

#### MASTER CONTRACT (PAGE 2)

#### IN GENERAL

All stipulations in this contract were made for the benefit of the partners of Adelmeijer Hoyng Advocaten, as well as for the managing directors of the practice partnerships forming part of the partnership of Adelmeijer Hoyng Advocaten and for all those who are employed by the partnership or were active for you during the term of the contract.

All instructions shall exclusively be accepted and executed by partnership Adelmeijer Hoyng Advocaten. Articles 7:404 and 7:407 CC shall be excluded. This implies that the partnership can also have the instruction given executed by another lawyer than the one approached, employed by the partnership (Article 7:404 CC) and that only the partnership shall be liable; joint and several liability of the partners shall be excluded (Article 7:407 CC).

Charges shall be made on an hourly basis. The hourly rate is exclusive of 6% office expenses, any possible turnover tax due and disbursements (funds paid to a third party such as bailiffs, experts, lawcourts). The hourly rate depends on the lawyer dealing with the matter. The hourly rate shall be adjusted on 1 January every year.

This contract shall be exclusively governed by Dutch law.

#### **RESTRICTION PROFESSIONAL LIABILITY**

Adelmeijer Hoyng Advocaten has taken out a professional liability insurance policy. Its liability and that of the lawyers employed by that partnership, shall be restricted to the amount which the professional liability insurance, taken out by the partnership, gives claim to, namely, a maximum amount of  $\in$  5.000.000,-, increased, as the case may be, by the excess which, according to the policy conditions, shall not be chargeable to the professional liability insurance company. If required, you shall be given information hereof.

#### PROTECTION OF PERSONAL DATA AND THE WWFT-ACT

Pursuant to Dutch Act on money laundering and finance of terrorism (WWFT-Act) we are obliged to ask natural persons for a copy of their passport and legal persons for a excerpt from the Commercial Register.

You are aware of and you agree to your details to be stored in the file and clients' administration and in the computerized files of Adelmeijer Hoyng Advocaten. These data shall exclusively be used for the benefit of the provision of services to you, in the broadest sense of the word. At the end thereof, these data shall be kept until it is proceeded to annul the file. The file shall be annulled on the expiry of at least seven years after closing the file in question. Your data shall never be provided with third parties, against payment or for no consideration, unless this is required by law or if this, within the framework of the instruction(s) given, is necessary.

The obligation of secrecy that is required from lawyers, shall be fully observed. Our office is, however, for instance required by law to disclose unusual financial transactions pursuant to the WWFT-Act.

#### THIRD PARTIES

If Adelmeijer Hoyng Advocaten has to call in third parties, such as procurators litis, bailiffs, experts, business information companies and the like, Adelmeijer Hoyng Advocaten shall exercise due care with that choice and discuss it with you, if necessary. Adelmeijer Hoyng Advocaten excludes, however, its own liability in case of any possible failures of those third parties.

Adelmeijer Hoyng Advocaten shall be entitled anyway, to accept, without any previous consultation, a possible liability restriction of the third parties it called in.

In the event Adelmeijer Hoyng Advocaten engages the services of a third party, the contractual and legal relationship is between you and the third party.

#### **OUR FIRM'S INTERNAL COMPLAINTS HANDLING SCHEME**

Adelmeijer Hoyng Advocaten has its own internal complaints handling scheme, pursuant to which you can lodge any possible existing complaints in an informal way. Explanation about this scheme is given in our firm's complaints handling brochure attached to this master contract.

In addition, the complaints handling and dispute settlement scheme for the legal profession shall be applicable to our services.

#### **MASTER CONTRACT (PAGE 3)**

#### APPLICABILITY COMPLAINTS HANDLING AND DISPUTE SETTLEMENT SCHEME FOR THE LEGAL PROFESSION

Adelmeijer Hoyng Advocaten participates in the Complaints Handling and Dispute Settlement Scheme for the Legal Profession. All disputes which should arise due to the realization and/or execution of our services, inclusive of all invoice disputes, shall be settled in accordance with the Disputes Committee for the Legal Profession Regulations.

Those regulations provide for arbitration, on the understanding that in certain cases, it can also be opted for an award which shall be binding. If Adelmeijer Hoyng Advocaten does not succeed in finding a solution with you to your possible complaints about our provision of services, then you can submit your complaints to the Disputes Committee for the Legal Profession.

A short explanation of the Complaints Handling and Dispute Settlement Scheme for the Legal Profession, is attached to this contract. The applicability of the Complaints Handling and Dispute Settlement Scheme for the Legal Profession, shall be concluded by signing this contract or by signing the confirmation of the instruction to be sent to you by us, in which the scheme is referred to.

#### **DISCIPLINARY RULES**

The supervision and disciplinary rules provided for in the Solicitors Act (Advocatenwet), inter alia the Code of Conduct of the Netherlands Bar Association, guarantee a correct professional acting by lawyers. The nature of the above mentioned dispute settlement scheme is a different one: its purpose is settling differences of opinion about the quality of the provision of services or financial aspects, and shall therefore not affect those legal guarantees, provided for in the Solicitors Act (Advocatenwet). As the occasion arises, we shall, if required, explain the disciplinary proceedings.

#### LEGAL AID AND LEGAL PROTECTION INSURANCE

Adelmeijer Hoyng Advocaten has indicated you may be eligible for legal aid and you may have legal protection insurance to cover legal expenses. However, you have stated you are not eligible for legal aid and/or you will not apply for legal aid, and you will not claim on any legal protection insurance you may have.

Maastricht / Roermond, \_\_\_\_\_

Lawyer's name

Client's name

Signature

Signature

Appendix 1:Complaints Handling and Dispute Settlement Scheme for the Legal Profession Appendix 2:Our firm's complaints handling brochure

### APPENDIX 1 to the MASTER CONTRACT

	1.	The Complaints Handling and Dispute Settlement Scheme for the Legal Profession shall be applicable to our services.	
2.	lf yc	ou are dissatisfied with the quality of our services or our invoice amount, you first submit your objections to our firm. Our firm's complaints handling scheme or brochure hereby serves as a guideline. You should submit your complaint to our firm within three months after the moment at which you took notice or could reasonably have taken notice of the action or failure which gave rise to your complaint.	
3.	Our	r firm shall always confirm a solution to the problem risen in writing, within four weeks after arrival of the complaint. If our firm should not have found a satisfactory solution to your objections in your opinion, then you can lodge a complaint with the Disputes Committee for the Legal Profession. This way shall also be open to you if, within four weeks after lodging your objections, our firm should not have handled them in writing. You can ask for the Disputes Committee for the Legal Profession Regulations with:	
		Geschillencommissie Advocatuur (Disputes Committee for the Legal Profession) Postbus 90600 2509 LP Den Haag (The Hague) tel. 070 - 310 53 10	
	4.	You can lodge your complaint with the Disputes Committee for the Legal Profession to the above-mentioned address not later than until twelve months after the written reaction of our firm. Thereafter this possibility shall no longer be open.	
	5.	The Disputes Committee for the Legal Profession shall give an arbitral award, unless you submit the dispute as a consumer and you declare that you want the dispute to be decided by way of a binding opinion.	
	6.	The Disputes Committee for the Legal Profession shall be authorized to give its award on complaints concerning the quality of the lawyer's provision of services and the invoice amount. In addition, the Disputes Committee for the Legal Profession shall be authorized to give its award on claims for damages up to an amount of maximally i 9,076. You can exclusively submit higher claims for damages to the Disputes Committee for the Legal Profession, if you restrict the amount of the claim to i 9,076 and you explicitly waive the surplus.	
7.	The	Disputes Committee for the Legal Profession shall give an arbitrary award on business services. If it is a matter of provision of services to a private client, then the regulations provide for a binding opinion, unless the client applies to an ordinary court within one month after the complaint has been handled by our firm. In case of a collection of a claim on a private client, it is only a matter of a binding opinion, if the client pays the amount still due to the Disputes Committee. If not, then collection by arbitration shall be applicable.	
8.	Our	firm can submit unpaid invoices for collection to the Disputes Committee for the Legal Profession.	
	9.	The Disputes Committee for the Legal Profession shall deal with the matter according to the Disputes Committee for the Legal Profession Regulations, which shall apply as from the moment of lodging the complaint with that Disputes Committee.	
	10.	The Disputes Committee for the Legal Profession shall give its award to the exclusion of the ordinary court. No appeal shall be possible from the award given by the Disputes Committee for the Legal Profession.	

**APPENDIX 2 to the MASTER CONTRACT** 

# Our firm's complaints handling brochure

# **Dissatisfied with our services**

Our law firm will do all we can to render our best possible services to you. It may happen, however, that you are dissatisfied with a certain aspect of our services. This brochure gives you an explanation of what to do then.

### Our internal complaints handling scheme

If you are dissatisfied with the quality of our services or with our invoice, we request you to submit your objections to our firm.

For this purpose you can apply to our firm's complaints handling officer J.A.M.G. Vogels Master of Laws, or in the event of his absence (or if the complaint concerns our complaints handling officer himself!) to D.A.J. Roomberg Master of Laws. You can of course also directly express your complaint to the lawyer in question. He should also report the complaint to our firm's complaints handling officer.

We shall try to find a solution to the problem which has arisen in consultation with you, as quickly as possible. We shall always confirm this solution to you in writing.

In the unlikely event that our consultation should not lead to a satisfactory result in your opinion, then you can lodge a complaint with the Disputes Committee for the Legal Profession. This will not be possible until you have first submitted your objections to our firm. This way shall also be open to you, if our firm should not have reacted to your complaint in writing within one month after submitting your objections.

# Disputes Committee for the Legal Profession

Our office participates in the Dispute Settlement Scheme for the Legal Profession. This scheme was drawn up by the Dutch National Bar on 1 April 1999. The Foundation for Consumer Complaints Boards at The Hague implements the scheme.

You can lodge your complaint not later than 12 months after the date of our firm's written reaction, with the

Geschillencommissie Advocatuur (Disputes Committee for the Legal Profession) Postbus 90600 2509 LP Den Haag (The Hague) Tel. 070 - 310 5310

The Disputes Committee for the Legal Profession shall give an arbitrary award or an award by way of a binding opinion. This last-mentioned possibility only applies to private clients, if they prefer that themselves. The Disputes Committee for the Legal Profession shall be authorized to give its award on complaints concerning the quality of the lawyer's services and the invoice amount. It may be that you think that you are entitled to damages. The Disputes Committee for the Legal Profession shall also be authorized to give its award on claims for damages up to an amount of maximally € 10,000. Higher claims for damages can also be submitted to the Disputes Committee for the Legal Profession, if you restrict the amount of your claim to maximally € 10,000 and explicitly waive the surplus.

Our firm itself can also submit unpaid invoices for collection to the Disputes Committee for the Legal Profession.

The Disputes Committee shall deal with the matter according to the Disputes Committee for the Legal Profession Regulations, which shall apply as from the moment of lodging the complaint with the Disputes Committee. No appeal shall be possible from the award given by the Disputes Committee for the Legal Profession.

# Addresses

- Details of our firm's complaints handling officer: J.A.M.G. Vogels Master of Laws Deputy: D.A.J. Roomberg Master of Laws Postbus 301 6200 AH Maastricht Tel. 043- 350 62 00
- Geschillencommissie Advocatuur (Disputes Committee for the Legal Profession) Visiting address: Bordewijklaan 46 (2<sup>nd</sup> floor) 2591 XR Den Haag (The Hague)

Postal address: Postbus 90600 2509 LP Den Haag (The Hague) Tel. 070 - 310 53 10