

# Frank Heideman

## attorney at law

### General terms and conditions of Frank Heideman, attorney at law

#### Article 1 Applicability

- 1.1 These general terms and conditions apply to all offers by, instructions to and agreements for services with Frank Heideman, attorney at law. These general terms and conditions are easily electronically accessible on frankheideman.nl and will be sent without delay and without cost upon request. Terms and conditions used by the client are explicitly rejected.
- 1.2 These general terms and conditions also apply to supplemental and future engagements.
- 1.3 These general terms and conditions, including the limitation of liability provisions, can be relied on by Frank Heideman and each person in whichever way associated with Frank Heideman who is involved in the performance of an engagement, including but not limited to the clients' funds foundation (*stichting beheer derdengelden*) used by Frank Heideman. This includes any legal successor under universal title of any person associated with Frank Heideman, any person formerly associated with Frank Heideman, and any legal successor under universal title of a person formerly associated with Frank Heideman.

#### Article 2 Performance of the agreement

- 2.1 In the performance of an agreement, Frank Heideman will exercise the due care of a good practitioner and shall act as may be expected of a reasonably competent and reasonably acting professional.

#### Article 3 Invoicing and payment

- 3.1 Frank Heideman sends out invoices on a monthly basis. Payment of invoices shall occur within 14 days of the invoice date, without the possibility of set off or suspension. In case of late payment, the client is in default (*verzuim*) by operation of law (without notice (*ingebrekestelling*)) and interest is due to an amount of 1% of the invoice amount outstanding per month. Part of a month shall be construed as being a full month. Payment is late when the amount due has not yet been transferred to the bank account of Frank Heideman that was written on the invoice on the 15th day following the invoice date.
- 3.2 The client is liable for all judicial and extrajudicial costs incurred in enforcing payment of invoices, to a minimum of 15% of the invoice amount outstanding inclusive of interest due. In the event that Frank Heideman is forced to start legal proceedings to enforce payment of invoices, the client shall pay the actual costs thereof, among which legal fees, fees of court representatives and court fees, also if these rise above what the court orders the client to pay.

- 3.3 In case of late payment by the client and after being informed thereof in writing, Frank Heideman is entitled to suspend performance of the agreement. Frank Heideman is not liable for any damage to the client or third parties as a result of such suspension. Frank Heideman is entitled to retain any of the client's assets it has until payment has been made of the total invoice amount outstanding and the costs and interest.

#### Article 4 Liability

- 4.1 If, in the course of an engagement or otherwise and as a result of whichever reason, an event occurs, including an omission, that leads to any liability on the part of Frank Heideman, such liability is limited to the amount that is paid out in that specific case under the professional liability insurance of Frank Heideman, plus the applicable excess. The professional liability insurance covers a maximum amount of € 500,000.- per case and a maximum of twice that amount per year.
- 4.2 If Frank Heideman is liable for damages to persons or property, such liability is limited to the amount paid out in that specific case under the general professional corporate liability insurance (*AVB*) of Frank Heideman.
- 4.3 Any liability claim as against Frank Heideman is due and payable only after the insurer had paid out to Frank Heideman.
- 4.4 If, for whatever reason, no amount is paid out under either of the abovementioned insurances, the liability of Frank Heideman is limited to the outstanding invoices, with a maximum of 10,000.-.
- 4.5 Frank Heideman is, however, in no event liable for damages that occur as a result of the use of (communicational) equipment, software and data (storage) services, nor is it liable for damages that occur as a result of the use of third party data and the use of third party services (e.g. bailiffs, court representatives, civil law notaries, accountants and other attorneys and experts).
- 4.6 Claims for damages expire after a period of one year from the day following the day on which the client became aware, or reasonably was or could have become aware, of the damages and of Frank Heideman as the liable party.
- 4.7 De client indemnifies Frank Heideman against all third party claims, including reasonable legal fees incurred for defence against such claims, that in whichever way relate to the engagement, except in case of intent or deliberate recklessness on the part of Frank Heideman.

#### Article 5 Third party contractors

- 5.1 Frank Heideman is free to engage third parties to be involved in the performance of or perform an engagement, including other attorneys, bailiffs, court representatives, civil law notaries and accountants. The costs involved will be invoiced to the client as disbursements. Frank Heideman is not liable for mistakes by these third parties. By instructing Frank Heideman, the client gives Frank

Heideman authority to accept on behalf of the client a limitation of liability stipulated by such person.

#### Article 6 Clients' funds

6.1 In the performance of engagements, Frank Heideman or the clients' funds foundation (*stichting beheer derdengelden*) used by Frank Heideman may receive monies from clients or third parties. Frank Heideman and the clients' funds foundation (*stichting beheer derdengelden*) used by Frank Heideman shall deposit such monies with a bank chosen by Frank Heideman in consultation with the interested parties. Frank Heideman and the clients' funds foundation (*stichting beheer derdengelden*) used by Frank Heideman are not liable if the bank chosen fails to fulfil its obligations.

#### Article 7 Compliance

7.1 Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (*Wet ter voorkoming van witwassen en financieren van terrorisme*), Frank Heideman is obliged to verify the identity of his clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing Frank Heideman, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.

#### Article 8 Termination of the engagement

8.1 Frank Heideman has the right to terminate an engagement given by a client at all times for whichever reason by providing a reasonable term of notice.

#### Article 9 Applicable law and competent court

9.1 The legal relationship between Frank Heideman and its clients is governed exclusively by Dutch law. Any dispute between Frank Heideman and a client shall be resolved in the first instance exclusively by the District Court (*rechtbank*) of Amsterdam, the Netherlands.

-> *Contact details follow on the next page*

Contact details:

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Dutch Bar Association:

Frank Heideman is registered as an attorney at law (*advocaat*) with the Dutch Bar Association (*Nederlandse Orde van Advocaten*), Neuhuyskade 94, 2596 XM Den Haag, the Netherlands, tel. +31 70 – 335 35 35, [info@advocatenorde.nl](mailto:info@advocatenorde.nl). Attorneys at law practice a regulated profession. The rules that apply to attorneys at law can be found at [advocatenorde.nl](http://advocatenorde.nl).

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