

Terms and Conditions

Article 1 Definitions

In these terms and conditions is understood:

- a. BSB: (Burgers Schade Regelingsbureau) Citizens Claims Office.
- b. Client: any person and / or legal entity who enters into an agreement for injury claims with BSB.
- c. Determination of injury: the determination of injury by BSB and on behalf of clients.
- d. Third party : every person who is liable (by an employee) for the suffered damage
- e. Costs third party : all costs including those charged by third parties, but not limited to the costs of experts, witnesses, lawyers, bailiffs, courts, court fees, translators, interpreters, fees, advance, etc.
- f. Fee: BSB compensation for its services, not including the costs to third parties.
- g. Office expenses: the cost of office supplies, transmission of documents etc. Client is liable for 5 % of the fee for office expenses.
- h. Damage (amount) : all amounts in respect of damages (compensation), including personal injury, material damage and immaterial damage and furthermore all amounts in or out of court- direct or indirect, paid to client resulting the activities of SBS, including the reimbursement of costs in or out of court.

Article 2 Relevancy

1. These conditions apply to all agreements concluded between BSB and its clients concerning determinations of injury under traffic accidents, industrial accidents, medical malpractice, product liability, recourse wage payment, aviation accidents and violent crimes.
2. Of these Conditions different terms are valid only when expressed and attached in writing by BSB.
3. Terms of the client, to which client in any way refers to the conditions, will be put aside by BSB, unless expressed in writing and confirmed by B.S.B.
4. The following provisions on which to charge the client to by BSB conducted damage assessment, without prejudice to the competence of BSB agree a different arrangement with a client if the parties deem it desirable.

Article 3 Authorisation

Upon determination of injury BSB is to conduct explicitly authorized services and activities, such as maintaining contact with the liable party or his insurer or other stakeholders, conducting negotiations, taking care of correspondence, the use of experts, etc., relating to the recovery of suffered by the client and to be suffered.

Article 4 Collection / Advances / Continued Payment Third-party Funds

1. BSB reserves the right for that amount in whole or in part, as being a payment and / or payment deposit for its carried out work and / or work to be performed and / or the cost or reward, to maintain itself or to settle.
Deductions are based on an hourly rate of € 160 per hour, excluding VAT to be increased by 5% office expenses, taxes and fees to third parties.
2. Received sums, from third parties due to client, will be paid to client by BSB on his / her designated account within four weeks of receipt, except as provided in Article 4 paragraph 1 and Article 5.

Article 5 Authorisation / Settlement

SBS is explicitly authorized by the client to progress client's account, costs charged by third party, to bring other costs, fees, office costs and VAT on behalf of him / her to set off the liable party and to report on invoices and expense (extrajudicial costs) with the client by paying advances or damage and / or accident benefits.

Article 6 Assignment

Client assigns, in the BSB and client agreement to establish the damage, his / her claim on the damage officer - in respect of the fees, office costs and costs of third parties - for BSB.

This assignment is accepted by BSB, in the event that whether or not legal action should be taken to collect the referred claim. The deed of assignment is an integral part of the agreement to determine the damage.

Article 7 Preliminary Investigation, Followed by Two Faces

3. In consultation between BSB and client a preliminary investigation is established, in order to estimate the potential for liability and redress to the liable party. The preliminary investigation, relevant costs made to third parties and the cancellation fee by BSB is due to the client.
4. After the preliminary investigation the parties will mutually decide on the continuation of the case. The continuation may consist of two (consecutive) phases: an extrajudicial phase and a judicial stage.
5. If the preliminary investigation is completed and the case continues, the costs of the preliminary investigation will be recovered from the liable party as much as possible.

--- EXTRAJUDICIAL PHASE ---

Article 8 Cost / Fee on Extrajudicial Phase

1. BSB conducts, at the option of the client, its activities in extrajudicial stage or on the basis of the 'NO CURE, NO PAY' principle, either based on the 'FULL CURE, FULL PAY' principle.
2. 'NO CURE, NO PAY' means that if the third parties is not liable, the client will not be charged any fee. If recovery is possible, the fee to be charged is calculated in the manner referred to paragraph 2 of this article, which noted that the fee is a percentage of the recovery amounts under Article 1(g).

Attention 1: the client is still liable for the third-party costs to BSB even if recovery proves impossible or fails or if the costs exceed the recounted amount. Third party costs will also be recovered from the liable party as much as possible.

Attention 2: this arrangement does not apply to what the client is due to BSB for the preliminary investigation referred to in Article 7. The client under Article 7 is the compensation due to BSB, besides the arrangement of this article. The cost of the research will be recovered from the liable party as far as possible.

3. If the client has the chosen for the 'NO CURE, NO PAY' principle than the payments due is calculated as follows on the recovered amount ("principal amount") under Article 1(g):

Principal amount	Applicable percentage	Maximum
€ 100,000	15% of the principal amount	€ 15,000
€ 150,000	€ 15,000 + 12% of (the principal amount minus € 100,000)	€ 21,000
€ 226,890	€ 21,000 + 10% of (the principal amount minus € 150,000)	€ 28,689
€ 340,335	€ 28,689 + 8% of (the principal amount minus € 226,890)	€ 37,476.60
€ 453,780	€ 37,476.60 + 6% of (the principal amount minus € 340,335)	€ 44,553.30
Unlimited	€ 44,553.30 + 3% of (the principal amount minus € 453,780)	-

The cost third party is due to the client, in addition to the amount of fees under the above calculation. If the liable party has paid the remuneration for the extrajudicial costs, it will be deducted from the amount owed by the client. On page 4 of the general conditions a sample calculation is included.

4. FULL CURE, FULL PAY¹ means that the client owes the agreed hourly rate for the work of BSB, plus office expenses (5% of the fee) and the disbursements and costs of third parties (experts, bailiff costs, etc.) irrespective of the outcome of the extrajudicial phase or the possibility of redress for the liable party.

If redress is possible at a third party, BSB will try to recover the fees, taxes and paid expenses to the other party as much as possible.

5. In advance transfer of the process risk
With the "NO CURE, NO PAY" system the client can choose (this is optional) to transfer the process risk to BSB in advance. If the process risk is transferred to BSB, BSB brings the charged rate in account as mentioned in Article 10 of the General Conditions.

EXAMPLE BILL NO CURE NO PAY:

Example:

A. Recovered damage	€ 250,000 (excluding VAT)
B. Recovered costs	€ 40,000
Total recovery at party	€ 290,000
Third party costs (including VAT)	€ 15,000

Calculation

In this example, BSB, gets a sum of € 33,737.80 in fees, excluding VAT, calculated on the total amount of damage within the meaning of Article 1(g) (€ 28.689 + 8% over € 290,000 - € 226,890) in total the client is owes an amount of € 42,863.87 including of 5% office costs and 21% VAT. In addition, client owes the cost of € 15,000 for costs to third parties. The recovered costs of expert assistance and for costs come to BSB, but are offset against amounts owed by the client. The client owes € 57,863.87, of which € 40,000 shall be deducted. The client owes is a total amount of € 17,863.87 to BSB. The remaining amount of € 232,136.13 will be paid to the client.

In this example the client receives, approximately 94% of the recovered amount of damage.

Schematic

Net fee BSB	€ 33,737.80	
Office expenses, 5% of fee	€ 1,686.89	
VAT on fees and office costs	€ 7439.18	€ 42,863.87
Total	€ 15,000	
Costs third party	€ 57,863.87	
- / - Recovery amount		€ 40,000 -/-
Client still owes BSB:	€ 17,863.87	
Settlement amount of damage	€ 250,000 -/-	
To be paid to client	€ 232,136.13	

-- JUDICIAL PHASE --

Article 9 Judicial Measures and Transfer process risk

1. If the client chooses to transfer the process risk to BSB, it means that BSB bears the risk of costs (if any) required by a legal aid lawyer and the risk of a flat-rate for costs pronounced at the expense of client. The (other) third party costs are not covered by the transfer of the process risk: these risks are for the client even after transfer of the process risk to BSB.
2. The client has, if the process risk is not transferred in advance to BSB, the choice to decide whether legal proceedings will be commenced. If the process risk is transferred or BSB will decide about this.

3. If the process risk is not transferred, and no court proceedings are commenced, settlement will take place in accordance with Article 8. If the process risk is transferred and no court proceedings are commenced settlement will take place in accordance with Article 10. In both cases, the case will then be closed.
4. The client has, if proceedings are commenced, the choice to bear the risk of litigation itself or transfer the process risk to BSB, meaning that BSB on the basis of the "NO CURE, NO PAY / FULL CURE - FULL PAY" principle will charge for its work. If the process risk is transferred before any legal action is taken, Article 10 shall apply to remuneration accruing to BSB. If the client afterwards or interim orders for the process risk transfer, BSB is free to bring, to be determined percentage, for the client into account. BSB is entitled to refuse (the request of) such an intermediate transfer.

Article 10 "NO CURE, NO PAY" with transfer process risk to BSB

1. In case the client, in advance and entering into the agreement, chooses to transfer the risk process to BSB, the following rules take effect.
2. the amounts owed by the client are calculated in the manner set out in Article 8 paragraph 2, with reference to the percentage of fees due as follows:

Recovery of loss (principal amount) within the meaning of Article 1(g).

Principal amount	Applicable percentage	Maximum
€ 100,000	20% of the principal amount	€ 20,000
€ 150,000	€ 20,000 + 15% of (the principal amount minus € 100,000)	€ 27,500
€ 226,890	€ 27,500 + 12% of (the principal amount minus € 150,000)	€ 36,726.80
€ 340,335	€ 36,726.80 + 10% of (the principal amount minus € 226,890)	€ 48,071.30
€ 453,780	€ 48,071.30 + 8% of (the principal amount minus € 340,335)	€ 57,146.90
Unlimited	€ 57,146.90 + 5% of (the principal amount minus € 453,780)	-

3. In this Article arrangement does not apply if the client himself makes the choice on who will represent him / her in taking legal action. Then it makes the client invoiced amount 25% of the recovered amount.
4. BSB reserves at all times and in every stage of the proceedings the right to determine whether the taking and continuation of (further) legal action is appropriate. BSB is entitled, at any time, to cancel and / or suspend (part of) the court action.

Article 11 "FULL CURE, FULL PAY"

1. In case of "FULL CURE, FULL PAY" the client owes BSB, also in the judicial phase incurred legal costs, costs to third parties, the fees and expenses to the office, regardless of the outcome of the legal action.
2. If the client bears the process risk itself he / she has the choice of who will legally represent him / her.
3. The client process risk transfer to BSB applies the full provisions of Article 9 and Article 10 paragraph 4. In that case, BSB will finance all costs, albeit that after the procedure BSB can recover all costs to third parties and the fee payable under Article 8 paragraph 3. The risk of flat-rate compensation of legal costs, in which the client can be convicted, will be carried by the client.
4. The client can, running the settlement of the matter, still request that the process of risk is transmitted to BSB. BSB has the right to refuse such a request. The process of risk transfer is written by a confirmation letter, signed by both parties to pass. This letter will also include an authorization to BSB to perform relevant procedural actions required. BSB will then indicate whether they consent to the transfer of the risk of litigation. Then, the control of power contained in Article 10 will be operative.

Article 12 Settlement during Proceedings

1. In the case, for the delivery of final judgment by the court, the parties come to an amicable settlement, then the rules set out in Articles 10 to 11 will apply.
2. Paragraph 1 shall apply to all cases which will come to an amicable settlement before between the client and the liable party an irrevocable sentence was rendered, including a settlement during the proceedings at first instance, the higher professional or cassation or during the period appeal or cassation may be brought.

3. Advances to be paid by the liable party, or already paid, are covered by the rules set out in the article. A settlement for the purposes of this article may only contain a settlement against final absolution and satisfaction.
4. The client has pledged, his / her right of action against the liable party under the settlement, to BSB. The appropriate Act is an integral part of the damage settlement agreement concluded between BSB and the client.

Article 13 Acquisition Case

If BSB, to further promotion, offered a case to the injury determination by a potential client that is /will be treated, then BSB reserves do not accept or accept only the right things under the condition that the to perform work in accordance with the "NO CURE, NO PAY" principle in which the client will be charged, regardless of the matter is in the extrajudicial phase. The provisions relate to "NO CURE, NO PAY" principle contained in Article 8, 9 and 10 of these terms and conditions shall then apply. The above shall affect the jurisdiction of BSB to agree on different arrangements with the client, for example remuneration on the basis of a declaration of hours.

Article 14 VAT, indexing and incremental increase in hourly wage BSB

1. All costs, disbursements, fees and other payments of any kind referred to in these terms and conditions are exclusive of VAT, unless stated otherwise.
2. All percentages are increased in these terms and conditions annually by the C.B.S. (Statistics Netherlands) (CPI all households) published indexation rate, index 2010 = 100
3. SBS is entitled to annually adapt the agreed amount of fees (hourly rate) to the evolution of prices.

Article 15 Interim Termination

1. SB is entitled to terminate the case prematurely, in all cases provided by law and further based on the following reasons:
 - A. Reasons in the sphere of influence of the client
 - the client is not sufficiently involved in the proceedings.
 - the client is not or poorly accessible for consultation.
 - the client does not meet the request of BSB for the delivery of documents and information, unless for some reason the client cannot be expected to.
 - the client provides false, incorrect or falsified information to BSB.
 - the client does not appear at hearings or discussions or agreements with third parties in connection with the claims handling / damage assessment (eg. an appointment with a doctor).
 - the client does not pay the invoices and / or advance payments, unless the client on the basis of the terms is not explained about this.
 - the client has carried out acts which could affect the handling of the case.
 - if BSB cannot reasonably be expected to continue to pursue the mission of the client because of circumstances created by the client.

BSB will first be sent a written warning to the client if the aforementioned conditions are continued, unless this is not reasonably possible because of the seriousness of the actions of the client / or cannot be required from BSB.

- B. Reasons in the sphere of influence of BSB
 - a proven insurmountable conflict of interest in BSB.
 - a change in activities or focus on BSB.
 - Proven complexity of the case in which BSB does not consider itself (any longer) sufficiently expert to continue proceedings.
 - other reasons located in the sphere of BSB.
2. BSB is not obliged to under Articles 8 to 12 legislation and will be entitled charge the client the hitherto costs and fees, at the option of BSB, if:
 - The Client readmits the case prematurely, i.e. before it is settled in the usual sense to the expert opinion of BSB, or:
 - The client makes a case for a second opinion and get it to process or later review it by a different claims handler, jurist, lawyer and the like or the case is otherwise dealt with by another for any reason whatsoever.

- BSB prematurely terminates the case on the basis of one or more of the grounds in paragraph 1.
- 3. a reversal by the client is not done in good faith in any case, if the client thereby attempts to escape under Articles 8 to 12 mentioned arrangements to obtain a benefit, actual lapsed fees will be charged to the client's account by BSB, costs and disbursements in and out of court are due to the client and a profit fee of 15% of the already assessed damage.
- 4. A reversal by the client is not done in good faith in any case where the client, or without the involvement of a third party, settles the case and / or takes legal action / makes sure legal action is taken, after the case is reversed. This provision does not apply if the client has specified in advance to BSB enabling another to defend its interests; in that case paragraph 2 is fully applicable.
- 5. If BSB on the base of an A-ground mentioned in paragraph 1, prematurely terminates the case, but then it turns out that the client of the case, whether or not involving a third party, still settles or takes legal action this will affect the client's profit compensation as mentioned in paragraph 2, unless the client can prove that the reason for the interim termination was not due to him/ her.

Article 16 Liability

1. Except if and to the extent otherwise provided in the terms and conditions, BSB is not liable for any loss or damage arising from, or through, or in connection with that agreement in the broadest sense, whether such loss or damage suffered by the client or by third parties.
2. Regarding damage suffered by the client BSB only accepts liability for intent and gross negligence of BSB. In all cases, liability is limited to the amount covered by the professional liability insurance of BSB.

Article 17 Disputes and applicable law

1. All disputes between BSB and the client, including the recovery of any amount, to be tried by the competent court in Rotterdam, without prejudice to BSB to turn to the competent court. The client has the power to make a choice for adjudication of the dispute by the competent court according to the law for not more than one month after BSB has invoke this subsection in writing to him / her.
2. Only Dutch law applies to this agreement and the agreement applied by BSB.
3. The ability to bring any action or the referral of any matter or dispute following an agreement between the parties expires on the client after the end of two years after the cause has arisen. If a dispute is deemed to exist by the client and BSB is informed, the possibility to take legal action after a year is lost.
4. Internal Complaint Review
If the client wants to make a dispute and deems this before, he / she will report this in writing, describing the dispute to BSB. The Management Board will make a decision within six weeks.
5. External Complaints Review
Registry Contra expert and claims representatives of Citizens Claims Office Ltd. affiliated with the Foundation Registry Contra expert and claims representative Baarle Nassau, where in case of a non-internal solvable dispute a complaint may be filed, which will be judged by an independent arbitration board.

Article 18 Quality Mark and Code of Conduct

Quality mark injury

Citizens Claims Bureau Ltd. (Burgers Schaderegelingsbureau B.V.) joins the rules of the Certified Personal Injury, as regards to Articles 1 / m 5. The other articles are rejected emphatically, because they are not considered in the interest of the victim and just look at the maintenance of unreasonable profit on the part of the advocate.

Conduct Openness medical incidents; Medical Liability better settlement. (GOMA)

Citizens Claims Office Ltd. endorses the GOMA, but explicitly reserves the right to deviate from it.

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