# Code of Conduct & Guarantees

2023-2024 English

## Art. 1 - Our rules of conduct

We have committed ourselves to the rules of conduct in this document. These rules of conduct are a supplement to the privacy statement, complaints procedure and general and service conditions and should provide the client and/or subscriber with certainty. These rules of conduct also apply to (representatives of) an opposing party. **The rules of conduct are publicly available and always apply.** 

#### Art. 2 - We work exclusively in your interest

- We will at all times act respectfully and professionally towards the client and other parties involved in the handling of a case (including authorized representatives).
- When handling a case, we will be guided exclusively by the obligations arising from the assignment relationship with the client and/or subscriber.
- 3. We avoid that our independence in handling a case could be jeopardized.
- The interests of the client and/or subscriber and therefore no other interests determine the way in which we handle the case.

#### Art. 3 - Confidentiality

- 1. We undertake to maintain strict confidentiality regarding the communication between us and the client and/or subscriber when handling a case and after the handling of a case. This confidentiality can only be broken if the law obliges us to do so and/or with the permission of the client and/or subscriber himself.
- We always take appropriate measures with regard to confidentiality and communication with the client and/or subscriber and/or third parties, in particular we consciously choose secure means of communication, data processing and we provide data storage with encryption and up-to-date security software.
- 3. We may use confidentially obtained knowledge externally if this is justified by the correct performance of a task and/or insofar as the client and/or subscriber has no objection to this and/or insofar as this is necessary in the treatment of the case.
- 4. The duty of confidentiality never extends to such an extent that it could hinder the conduct of a defense in proceedings brought against us. However, when defending ourselves, we take into account that we will not unnecessarily or disproportionately harm the interests of the client and/or subscriber.
- 5. If we have promised confidentiality in writing and unequivocally to an other party or a third party or if this confidentiality arises from the nature of the relationship with a third party, we will observe confidentiality at all times, unless the law requires us otherwise.
- 6. When providing information to third parties about a matter that is or was being handled by him, we also take into account legitimate other interests, in addition to the interests of the client and/or subscriber. We do not provide information to a counterparty and/or his representative without the consent of the client and/or subscriber.
- 7. If we actively allow a client and/or subscriber or a third party to listen or watch on the telephone or by means of any other means of communication, we will notify you of this in advance. The same applies in the event that the content of that communication is recorded on an image or sound carrier.

### Art. 4 – The handling of a case

- The aim when handling each case is that an amicable settlement is often preferable to proceedings. This means that we will not litigate unnecessarily. Without prejudice to the above sentence, it is at the discretion of the client and/or subscriber whether or not to initiate a procedure in the sense that advice given by us to the client and/or subscriber regarding the initiation of a procedure is at the discretion of client and/or subscriber.
- We strive for efficient handling of every case and ensure that no unnecessary (preventable) costs are incurred at the expense of the other party or other parties involved.
- 3. Before we take legal measures and in particular to take enforcement measures, we are obliged to inform the other party or, if assisted by an authorized representative, of this intention, unless in the exceptional case that a special interest of the client and/or subscriber apparently objects to this.
- We will not be unnecessarily offensive towards (representatives of) an opposing party. Furthermore, we will always treat everyone involved in a case with respect.
- 5. We will refrain, both in and out of court, from providing factual information that we know, or at least should know, is incorrect.
- We handle a client and/or subscriber case carefully, maintaining an effective and professional relationship with the client and/or subscriber and are committed to professional handling.

- 7. We carry out the assignment given to us by the client and/or subscriber. This principle may be deviated from in consultation with the client and/or subscriber. It is furthermore permitted to engage the assistance of third parties if this improves the quality of the handling of the case. In the latter case, the consent of the client and/or subscriber is not required.
- 8. We may have employees, assistants and/or interns handle cases independently if we are convinced that they are competent to do so. However, we remain responsible to the client and/or subscriber for the implementation.

## Art. 5 - Difference of opinion and conflicting interests

- 1. If we have a difference of opinion with the client and/or subscriber about the manner in which the assignment should be carried out and this dispute cannot be resolved by mutual agreement, we have the right to withdraw from the case, but if we ignore the assignment given, we must do this with care and we ensure that the client and/or subscriber does not suffer any unnecessary disadvantage as a result. We will also inform (the representative of) the other party about the withdrawal.
- We have very strict rules regarding conflicts of interest as included in our general and service conditions. These rules are also part of this code of conduct.
- We inform the client and/or subscriber at all times of important information, facts and agreements. To avoid misunderstandings, we will always communicate important agreements to the client and/or subscriber in writing.
- If we believe that we have failed to represent the interests of the client and/or subscriber, we will inform the client and/or subscriber.
- 5. When handling a case, both in and out of court, we always include a provision in the case handling agreement that will draw the client and/or subscriber's attention to the possibility of a second opinion. The costs for a second opinion are for the client and/or subscriber, unless we have agreed otherwise.
- 6. We will never accept any security other than a cash advance to prevent conflicts of interest.

#### Art. 6 – Procedures and conduct

- We strive to take into account the time of submitting documents during proceedings in the context of the legitimate interests of the other party.
- Our aim is never to apply to the court to whose judgment or the authority to whose judgment the case is subject, other than together with (representative of) the other party, unless in writing and with simultaneous transmission of a copy of the communication to (representative of) the other party.
- The provision in art. 6 paragraph 2 of these rules of conduct will lapse if the notification to the court simultaneously becomes and/or will become available to (an authorized representative of) the other party via a technical facility.
- 4. We may make a notification with legal effect directly to a party, provided that a copy is simultaneously sent to his representative and on the condition that the notification to a
- party is limited to this notification with legal effect.
  5. We will not contact a party regarding a matter in which, according to our information, it is assisted, other than through the intervention of this representative, unless the latter gives us permission to communicate directly.
- 6. If a representative of a party does not respond to statements and/or communications regarding an ongoing case for a period of at least fourteen (14) days, it is permitted to contact the (other) party directly without the intervention of his/her representative. Our aim is to inform the authorized representative in advance if we have such an intention.
- We will not communicate anything about the content of settlement negotiations to the judge to whose judgment or authority to whose judgment the case is subject without the consent of (representative of) the other party.

## Art. 7 – Professionalism rules

- Legal assistance is complex and that is why we explain as much as possible to the client and/or subscriber what we do and why.
- 2. We will continue to develop quality standards and our aim is to continue to adhere to them.
- We resolve problems and complaints as much as possible and we are constantly looking for new solutions to prevent complaints.
- 4. The client can always appeal to us for our professionalism.

- We regularly test the procedures, agreements and working methods in order to make improvements where possible.
- 6Input for improvement and to learn new things is always welcome.
- Empathizing with the client's wishes and concerns is also part of our work, but this should never hinder our objectivity.
- 8. We never judge directly, but ask questions, conduct research and only then draw conclusions.

## Art. 8 – Act in accordance with these rules of conduct

- 1. We will always act in accordance with these rules of conduct.
- If we do not comply with these rules of conduct, the client and/or subscriber, as well as an opposing party and/or his representative, can submit a complaint to us in accordance with our complaints procedure.
- 3. The rules of our complaints procedure apply at all times, as well as the general and service conditions.
- These rules of conduct are a translation of the Dutch version. In the event of any contradiction, the Dutch version will always prevail.
- These rules of conduct are in accordance with art. 8 paragraph 3 of these rules of conduct is a supplement to the general and service conditions.