

GENERAL TERMS AND CONDITIONS OF VERSTEEG WIGMAN SPREIJ ADVOCATEN

1. Versteeg Wigman Spreij Advocaten ("VWS") is a partnership organised and existing under Dutch Law. The partnership may consist of limited liability companies ("Companies") and/or natural persons. A list of partners is available at our office for inspection.
2. All instructions from clients and agreements with clients are solely accepted and carried out by the partnership as such only. The articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code are excluded.
3. The stipulations of these general conditions are also made on behalf of the partners of VWS, including the managing directors of the Companies, as well as all employees of VWS.
4. Any liability on the part of VWS is limited to the amount, if any, that is paid out under VWS' professional liability insurance policy, to which amount the applicable deductible shall be added.
5. VWS will consult the client as much as practically possible before engaging any third parties. VWS is in no way liable for possible faults or omissions on the part of third parties instructed on behalf of the client. The client hereby authorises VWS to accept in the client's name any possible limitations of liability of third parties.
6. The client shall indemnify VWS against all claims of third parties, related in any way to the services carried out for the client, unless such a claim is the result of gross negligence or deliberate act on the part of VWS. Client will without delay repay VWS any expenses for legal aid incurred by VWS.
  - 7.1 Unless otherwise agreed, professional fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates established by VWS.
  - 7.2 Costs paid for by VWS on behalf of the client and costs of third parties shall be charged separately. An amount equal to five percent of the applicable fees shall be charged to cover general office costs (such as postage, local phone, fax, photocopying).
  - 7.3 All amounts are exclusive of VAT, if applicable.
  - 7.4 All services rendered and all costs shall in principle be charged to the client on a monthly basis or, if VWS in its sole discretion should wish so, in advance. Payments are due within 14 days of the date of the invoice. Article 6:119a of the Dutch Civil Code will apply in case of late payment.
8. The legal relationship between the client and VWS is exclusively governed by Dutch law. Any disputes shall be exclusively decided by the competent court in Amsterdam, the Netherlands.

For the convenience of foreign clients these general conditions are available in English. In case of any ambiguity between the Dutch and the English version, only the Dutch version will be binding.