

## General Conditions

1. Dijkstra Voermans Lawyers and Solicitors (DVAN), is a partnership, the partners of which are personal holdings. DVAN and its staff provide their clients with legal services from offices throughout The Netherlands. DVAN has a strategic alliance with BDO Accountants & Advisors.
2. Services, relative to their nature, are provided in accordance with the rules of the 'Nederlandse Orde van Advocaten' (Dutch Bar Association) or the 'Koninklijke Notariële Beroepsorganisatie' (Royal Dutch Association of Notaries/Solicitors).
3. These general conditions ('conditions') are applicable to all agreements between DVAN and other parties, such as agreement with clients for the provision of services ('agreement(s)').
4. An agreement comes into existence by the acceptance of instructions by DVAN, or the commencement of a provision of services without the client's immediate objection when first becoming aware it.
5. Instructions given to DVAN partners or staff and subsequently accepted are considered to be instructions given to DVAN and accepted by DVAN. In a departure from the relevant Articles of the Civil Code in some respects, such as 7:404, 7:407.2, 7:409 and 7:422.1b BW, such instructions will not constitute personal rights, obligations or liabilities on the part of DVAN partners or its staff, and do not end if they leave DVAN.
6. DVAN provides its services for the benefit of the client only. No third parties can claim any rights to either the process or any outcomes.
7. The agreement between DVAN and its client contains all activities reasonably required by good business practice. In the case of non-standard services and the engagement of other than the usual third parties, DVAN will consult with the client if possible.
8. If DVAN is prevented from carrying out all or part of the agreement through circumstances beyond its control, it is entitled at its own choosing, to suspend or cancel the agreement as a whole or in part, without the intervention of the courts and without being held liable for damages or warranties of any kind.
9. DVAN must, in accordance with the 'Wet Melding Ongebruikelijke Transacties' (Disclosure of Unusual Transactions (Financial Services) Act), report such financial transaction to the relevant authorities should they occur. DVAN will not commit a breach of this Act under any circumstances and accepts no liability with regard to the client for reporting or its consequences.
10. In accordance with the 'Wet Identificatie bij Dienstverlening' (Identification (Provision of Services) Act), DVAN is required to establish the identity of the client; or where it is suspected to be someone else; of the person who is the ultimate beneficiary of the services provided. DVAN will only deviate from this requirement except where permitted to do so by the Act and does not accept any liability for recording the details or the consequences of doing so.
11. DVAN will take reasonable care when engaging third parties and, except with the services of lawyers, authorised persons, sheriffs, translators and couriers, will consult with the client if possible, before doing so. DVAN does not accept any liability for third parties or their services.

12. DVAN's liability is limited to the amount payable under its relevant professional indemnity insurance cover plus the applicable amount of own risk.
13. If the applicable professional indemnity insurance does not settle for any reason whatsoever, the liability of DVAN is limited to the total of the net amount of fees the client has been billed under the agreement, with a maximum of € 50.000 less any costs paid by DVAN to third parties on behalf of the client.
14. The abovementioned conditions regarding liability will remain valid if DVAN, despite the conditions contained in Article 11, is held to be liable for any third parties it engaged.
15. A liability claim against DVAN by a client or a third party must be made within one year of time that the client or the third party could have reasonably become aware of the event that gives rise to the claim, in the absence of which liability on the part of DVAN has lapsed.
16. Claims and other powers of a client or a third party related to DVAN in connection with an agreement, lapse within one year of the date that the client or third party could have reasonably become aware of those claims or powers.
17. In the context of an agreement with a client, DVAN can request the payment of an advance and retain same for the duration of the agreement. After termination of the service agreement, DVAN will credit the advance against its final account and/or any other accounts left unpaid by the client, and/or any bills (expected) from third parties engaged in the context of the agreement. DVAN will refund (the balance of) the advance after all the client's financial obligations under the agreement have been met.
18. DVAN will normally charge an hourly rate for its services or where applicable, a fixed tariff for each service provided. Fee levels depend among other things on the experience of the person handling the matter, the specialist legal character of the task, the urgency of the assistance and the services provided outside normal office hours as a consequence, and the nature of the issues involved in the instructions. DVAN is entitled to adjust its fee structure on 1 January every year, including those for existing, ongoing agreements.
19. In addition to its fees, DVAN will charge the client 6% thereof to cover administrative expenses and, unless the client is based outside The Netherlands, 19% VAT. DVAN will also charge the client for all expenses incurred in the context of the agreement, including VAT, such as the costs of sheriffs, solicitors, list managers, authorised officers, court registry, translators, cadastral register, registrar of companies, notaries, couriers, travel, accommodation and parking.
20. DVAN charges for its services monthly in arrears and payment terms are 14 days from date of invoice. Payment terms are fixed and final. Where payment is not made by the due date, the client will be legally in default without the requirement for further notice or default procedures. From that date the client owes interest at the statutory rate plus 15% collection costs, and DVAN is entitled to take measures to recover the debt.
21. In the event of late payment of its accounts by the client, DVAN can without further consultation, notice or orders, suspend or terminate all services under all agreements with the client and retain all the client's files and other matters. In the event, DVAN will immediately advise its client in writing.
22. As long as the accounts from DVAN related to services under agreements with the client remain unpaid, DVAN retains ownership of all matters, documents, files, etc. from DVAN or produced by DVAN, including the intellectual property rights attached to them.
23. Only payment by transfer to a (Post)bank account in the name of DVAN or one of its

affiliated trust accounts, by deposit to its escrow account or payment to the DVAN cashier in return for a proper receipt, will be accepted as legally valid by DVAN and results in a discharge of the debt.

24. The client agrees to submit questions and/or remarks related to the services and/or accounts within fourteen days of being reasonably expected to be aware of them, in writing and together with relevant details, after which DVAN agrees to respond with relevant details within seven days. Under no circumstances does the client have the right to defer payments of moneys due to DVAN.
25. Assuming that the client has met all its obligations, DVAN agrees to return all original, legal and/or client documents to the client at the end of its engagement. DVAN further agrees to keep in its archives all files dealt with, for the statutory period of five years from their finalisation, after which they can be destroyed.
26. These conditions can only be varied through the use of written amendments signed by both parties.
27. A Dutch version of these conditions is available. Where there are differences in interpretation between the Dutch and the English text of these conditions, the Dutch version will prevail.
28. The legal relationship between the client and DVAN is subject to Dutch law. All disputes resulting from this legal relationship will only be decided by the competent Court of Utrecht.
29. Should any part of the conditions be null and void or rendered null and void, the other conditions remain in force and the parties are obliged to make an effort to agree on a valid replacement condition that matches the meaning of the original intention of the parties as closely as possible.
30. These conditions have been lodged with the Court in Utrecht under number 3212003.