

GENERAL CONDITIONS KLAVER & JANSSEN ADVOCATEN

1. DEFINITIONS

1.1 In these general conditions ("Conditions") the following terms shall have the following meanings:

(a) Klaver & Janssen Advocaten: Klaver & Janssen Advocaten BV, a private company with limited liability, having its registered office in Alkmaar, (Business Register 37150028) as well as its legal successors by universal or particular title;

(b) Client: any private individual or legal entity on whose instructions Klaver & Janssen Advocaten provides services, or with whom Klaver & Janssen Advocaten enters into an agreement, or with whom Klaver & Janssen Advocaten conducts discussions or negotiations about entering into an agreement.

1.2 These general conditions have also been stipulated for the benefit of the board member(s) of the said private company and the individuals working for Klaver & Janssen Advocaten.

1.3 All assignments will, setting aside Articles 7:404 and 7:407 (2) of the Dutch Civil Code ("BW"), be exclusively accepted and performed by Klaver & Janssen Advocaten.

1.4 These Conditions shall form part of all agreements and apply to all legal and other acts between Klaver & Janssen Advocaten and the Client, even if those legal and other acts should not lead, or are not related, to an agreement. The applicability of any general conditions of the Client is expressly waived by Klaver & Janssen Advocaten.

2. OFFER AND ACCEPTANCE

2.1 An offer or quotation by Klaver & Janssen Advocaten shall not be binding on Klaver & Janssen Advocaten and shall only be considered an invitation by the Client to place an assignment.

2.2 An agreement shall be formed as soon as Klaver & Janssen Advocaten accepts an assignment given by the Client in writing by means of an order confirmation or by performing the assignment. If Klaver & Janssen Advocaten renders any services on request before full agreement has been reached on the price and payment conditions for such services, the Client shall compensate Klaver & Janssen Advocaten for those services in accordance with the then-current rates of Klaver & Janssen Advocaten. To the extent that the Client accepts an offer from Klaver & Janssen Advocaten with minor deviations, such deviations shall not form part of the agreement and the agreement shall be formed in accordance with the offer made by Klaver & Janssen Advocaten.

2.3 All quotations have been made with due care, but Klaver & Janssen Advocaten cannot warrant that no deviations shall occur in that respect.

3. PRICES

3.1 All prices of Klaver & Janssen Advocaten are expressed in euros and are exclusive of turnover tax, all unless otherwise indicated. Klaver & Janssen Advocaten may pass on any change in the factors affecting the prices of Klaver & Janssen Advocaten, including cost prices, currency exchange rates, and levies or taxes, to the Client.

4. PAYMENT

- 4.1 All payments by the Client to Klaver & Janssen Advocaten shall be made, without discount or deduction, on or before the firm due date of 14 days after the date of the invoice. The Client is not entitled to set-off, unless it has been allowed to do so on the basis of a final court decision.
- 4.2 Should there be any reasonable doubt regarding the creditworthiness of the Client, Klaver & Janssen Advocaten shall be entitled, before providing any further services, to require the Client to make an advance payment or to provide sufficient security.
- 4.3 After expiry of the payment period, the Client shall, without any further notice of default being required, owe the statutory commercial interest. After the end of each year the amount on which interest is calculated shall be increased by the interest due for that year. If, after expiry of the payment period, the Client has failed to make full payment, he shall compensate Klaver & Janssen Advocaten for all judicial and extrajudicial costs, including reasonable costs for legal assistance both in and out of court. If, as a goodwill gesture or otherwise, Klaver & Janssen Advocaten grants an extension to the Client for any performance, the new deadline shall at all times be firm.

5. RIGHT OF RETENTION

- 5.1 Klaver & Janssen Advocaten is authorised to retain all items that directly or indirectly relate to the assignment, including all items that have been provided to Klaver & Janssen Advocaten by or on behalf of the Client as well as all items that have been produced by Klaver & Janssen Advocaten for purposes of the assignment, until the moment that the Client will have performed his contractual and statutory obligations vis-à-vis Klaver & Janssen Advocaten, increased by any interest and costs.

6. FORCE MAJEURE

- 6.1 If, due to a non-attributable failure ("force majeure"), Klaver & Janssen Advocaten cannot perform its obligations vis-à-vis the Client, such obligations shall be suspended for the duration of the force majeure situation. If the force majeure situation has lasted for three months, both parties shall be entitled to wholly or partially dissolve the agreement in writing.
- 6.2 Force majeure on the part of Klaver & Janssen Advocaten shall be taken to mean any circumstance outside the control of Klaver & Janssen Advocaten, as a result of which performance of its obligations, or the relevant part thereof, vis-à-vis the Client is prevented, delayed or rendered uneconomic, or as a result of which Klaver & Janssen Advocaten cannot reasonably be required to perform such obligations. Force majeure shall in any event include any delay or prevention caused by agents who have been engaged by or on behalf of Klaver & Janssen Advocaten in the performance of its services.

7. RISK OF STORAGE OF INFORMATION

- 7.1 Damage to, or loss of, Client information stored at Klaver & Janssen Advocaten or at third parties shall be at the expense and risk of the Client, unless Klaver & Janssen Advocaten has demonstrably failed in the performance of its obligation of careful storage. Klaver & Janssen Advocaten may store the information entrusted to it using computerised systems.

7.2 Klaver & Janssen Advocaten shall be indemnified by the Client against any third-party claims in that respect.

8. LIABILITY

8.1 The firm has taken out a professional liability insurance in accordance with the regulation of the Netherlands Bar Association (*Nederlandse Orde van Advocaten*). Any liability shall be limited to the amount that is paid under this insurance, increased by the policy excess that is to be borne by Klaver & Janssen Advocaten by virtue of the insurance.

8.2 If, for any reason whatsoever, no payment is made under the said insurance, any liability for each event, a series of connected events being considered a single event, shall be limited to an amount equal to the fee charged by Klaver & Janssen Advocaten for the assignment, subject to a maximum of €25,000. The Client shall indemnify Klaver & Janssen Advocaten against all and any third-party claims, on any basis whatsoever, in respect of compensation of damage.

8.3 When engaging third parties, Klaver & Janssen Advocaten shall observe due care and, save in the event of bailiff assistance, consult with the Client in advance as much as possible when selecting such third parties. Any liability on the part of Klaver & Janssen Advocaten for shortcomings of such third parties shall be waived. If Klaver & Janssen Advocaten engages third parties that stipulate limitation of their liability, such stipulation shall be accepted by Klaver & Janssen Advocaten also on behalf of the relevant Client of Klaver & Janssen Advocaten.

8.4 The said limitations of liability shall not apply to the extent that the relevant damage has been caused by intent or gross negligence on the part of the management of Klaver & Janssen Advocaten.

8.5 All and any claims of Clients shall lapse if not reported to Klaver & Janssen Advocaten in writing and substantiated within two years from the time on which the Clients became aware, or could have reasonably become aware, of the facts on which they base their claims.

8.6 Assignments provided shall only be performed for the benefit of the Client. Third parties cannot derive any rights from the services provided.

8.7 The file associated with an assignment shall be kept for a period of five years after termination of the assignment, after which Klaver & Janssen Advocaten will be entitled to destroy the file.

9. DISPUTES

9.1 The legal relationship between the parties shall be governed by Dutch law. Disputes shall be settled only by a Dutch court. To the extent that national or international legal rules do not dictate otherwise, only the **Alkmaar District Court** shall be competent to hear all disputes between the parties, unless Klaver & Janssen Advocaten, as the claimant or applicant, opts for the District Court that pursuant to applicable regulatory law has territorial competence, in which event such court will be competent.