General conditions Groenendijk & Kloppenburg Lawyers

1a. All Agreements and legal relationships between Groenendijk & Kloppenburg Lawyers (hereafter: "the Office") and clients of the Office are subject to these general conditions. These general conditions are also applicable to future, additional and/or follow-up assignments.

1b. To the Office belong LLM FB Kloppenburg and all lawyers and other employees associated with him at the Office on the basis of an employment contract and/or (cooperation) agreement. LLM FB Kloppenburg and all lawyers and other employees that are or have been associated with him at the Office on the basis of an employment contract and/or (cooperation) agreement are hereafter referred to as "Associated Persons".

1c. The clauses of these general conditions and/or the assignment are not only for the Office, but also stipulated for (i) all (natural or legal) persons that are of have been directly or indirectly engaged in the performance of the services provided by or on behalf of the Office for the client, (ii) Associated Persons, (iii) Third-Party Fund Foundation (Stichting Beheer Derdengelden) of Groenendijk & Kloppenburg Lawyers (hereafter: "the Foundation") (iv) (natural or legal) persons that in any way are or may be liable towards the client in connection with the performance of the services provided by or on behalf of the Office, (v) (natural or legal) persons for which acts, in relation to the performance of the services provided by or on behalf of the Office, the Office is or can be liable towards the client, (vi) third parties as mentioned in Article 4. of these General Conditions and/or (vii) all their respective legal successors. The (natural or legal) persons mentioned in the first sentence of this Article 1c. under (i) up to and including (vi) may refer to one or more clauses of these general conditions and/or the assignment.

1d. These general conditions have been drawn up in the English and Dutch languages. In the event of any dispute related to the contents or meaning of these general conditions, the Dutch text will be binding.

1e. If any clause of the assignment and/or these general conditions is judged to be entirely or in part invalid and/or unenforceable, (i) that clause does not affect the enforceability and/or validity of the other clauses of the assignment and/or these general conditions and (ii) that clause is herewith in such a case replaced by a clause that does not suffer from such defect and that, as far as possible, has the same effect as the clause that is invalid and/or unenforceable. To the extent necessary, the parties shall consult in good faith on the exact wording of any clause that substitute an invalid and/or unenforceable clause. The other clauses of the assignment and/or these general conditions shall as much as possible continue in full force and effect.

1f. The clauses in 3a., 3b., the second sentence of 3c., 5f., 6d., 7c. en 8c., of these general conditions do not apply in case the client is a natural person who is not acting in the exercise of a profession or business, without prejudice to any rights of the Office under Dutch law.
Assignment

2a. Assignments are deemed to have been given to the Office exclusively and are accepted and carried out by the Office exclusively, also when the intention is that an assignment will be carried out by one or more Associated Person(s).

2b. The Office performs all services under an assignment agreement concluded with the Office, excluding the applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 Dutch Civil Code, unless expressly agreed otherwise in writing.

2c. The assignment will in all cases lead to (a) best efforts obligation(s) of the Office and not to any obligation(s) of result of the Office.

2d. The Office carries out the assignment for the benefit of the client. Third parties cannot derive any rights from the assignment and any related activities.

Acceptance, suspension and data of the Client

3a. The assignment is accepted under the condition precedent that the client pays any required deposit within the term required by the Office.

3b. The Office is entitled to (further) suspend any activities if and when the client is in default with respect to any financial obligation resulting from the assignment.

3c. The Office implements the Anti-Money Laundering and Anti-Terrorist Financing Act (in Dutch: de Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)). The assignment agreement is accepted under the condition precedent that the Office has been able to ascertain the identity of the client on the basis of an original and valid identification and presentation of a copy thereof.

3d. The Office can, by virtue of the profession, use the data of the client. This data will be used in future cases for the verification of any conflict of interest (with the client). The client agrees with electronic communication(s) (by internet or e-mail) and realizes that, despite all safety measures of the Office, the Office does not guarantee that unauthorized persons will not take notice of the content of such communication(s). The Office has published an privacy statement on the website of the Office.

External assistance

4. The Office reserves the right, in the context of the performance of the assignment, to enlist third parties, provided that due care is observed.
Liability

5a. The total liability of the Office, pursuant to any legal ground(s), is (cumulatively) limited to the amount paid out in the matter concerned under the liability insurance taken out by the Office, increased by the amount of the deductible excess (in Dutch: eigen risico). Upon request, information concerning this liability insurance will be made available.

5b. In the event that no payment is made under the abovementioned liability insurance for whatever reason and/or Article 5a. of these general conditions is for whatever reason not applicable, the abovementioned total cumulative liability is limited to the fee (excluding VAT) charged by the Office in the file concerned up to a maximum of €10,000.

5c. The Office is not liable for any mistakes and/or shortcomings of third parties engaged by the Office. In case the Office engages third parties in the performance of the assignment – such as but not limited to notaries or bailiffs – the Office is authorized to accept any clauses related to limitations of the liability of such third party on behalf of the client. A clause related to limitations of the liability that is applicable between such third party and the client because of this acceptance prevails in this relation between the client and the third party over any conflicting clause of these general conditions that is applicable between the client and the third party.

5d. The Office is not liable for any damage in any way related to the event that the Foundation does not meet any (payment) obligations, because the bank (institution) where the Foundation holds one or more bank accounts is unable to fulfil its obligations towards the Foundation due to, for example, insolvency or any other cause.

5e. Any claim against the Office, pursuant to any legal ground(s), will become time-barred (in Dutch: verjaart) one year after the date on which the injured party became aware or should have become aware of the harmful act.

5f. The client indemnifies and holds the Office harmless against any claims of third parties, including the reasonable costs of legal assistance, which in any way relate to or arise from the performance of the services provided by or on behalf of the Office for the client, except in the case of gross negligence or willful intent on the part of the Office.

5g. The client waives any right to file any claims, related in any way to the performance of the services provided by or on behalf of the Office for the client, against the (natural or legal) persons mentioned in Article 1c. under (i) up to and including (vi) of these general conditions, without prejudice to any right of observance (in Dutch: nakoming) or rescission (in Dutch: ontbinding) that a client as natural person, not acting in the exercise of a profession or business, has under Dutch law with respect to any agreements between such client and one or more of these (natural and/or legal) persons.
Remuneration, costs and deposit

6a. For the execution of the assignment the client is indebted the agreed fee plus disbursements, Office expenses and VAT.

6b. The Office may require a deposit and apply such deposit to settle expenses. The deposit is first applied for the oldest invoice(s).

6c. In cases where the client is entitled to state support (in Dutch: toevoeging) anything laid down in Articles 6a. en 6b. of these general conditions only applies to the costs borne by the client.

6d. Each year, the agreed tariff can be adjusted in line with the average Dutch wage index. Furthermore, changes in the interest and/or urgency of the case or changes in the necessary years of experience and/or specializations, can result into (possibly temporary) amendment(s) of the agreed tariff. However, such amendments will be notified as soon as possible to the client and will, in principle, not have retroactive effect.

Invoices

7a. The payment of an invoice is 14 days after the date of the invoice. This is a deadline.

7b. Failure of timely payment means the client is legally in default.

7c. Only a written complaint regarding an invoice that has been received by the Office within the payment term of this invoice will be considered by the Office.

Applicable law, complaints procedure and jurisdiction

8a. All legal relationships between the Office and a client of the Office are exclusively governed by Dutch law.

8b. The Office has an internal written complaints procedure. On request clients receive a copy of this procedure.

8c. Disputes are only settled by the competent judge of the Court of The Hague.

LLM F.B. Kloppenburg