

## **General Terms and Conditions Geelkerken Linskens Advocaten N.V.**

1. Geelkerken Linskens Advocaten N.V. (Geelkerken Linskens Advocaten) is a limited liability company with the objective of exercising the practice of law as lawyer and providing legal advice, all this in the broadest sense of the word.
2. Exclusively Geelkerken Linskens Advocaten shall be considered to be the contractor towards the client even if it is the explicit or tacit intention that an assignment is carried out by a certain person. Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code are excluded. The person who is directly or indirectly a shareholder in Geelkerken Linskens Advocaten and who performs professional activities for Geelkerken Linskens Advocaten can be indicated as a “partner” or “associate”. The person indicated as such will act exclusively for the account and risk of Geelkerken Linskens Advocaten.
3. Geelkerken Linskens Advocaten has a professional indemnity insurance exceeding the amounts prescribed by the Netherlands Bar Association. Any liability is limited to the amount that will be paid under this insurance in the respective case, increased by the excess (“eigen risico”) applicable to this insurance. The policy conditions can be inspected on request. If and insofar as for any reason whatsoever no payment under this insurance would be made, any liability is limited to three times the amount paid by the client to Geelkerken Linskens Advocaten in the respective case in the respective calendar year up to a maximum amount of € 50,000.00. Without prejudice to the provisions set out in Section 6:89 of the Dutch Civil Code, the right to claim compensation will in any event expire 12 months after the event from which the losses result, directly or indirectly, and for which Geelkerken Linskens Advocaten is liable. The provisions set out above are also applicable when the client claims damages on the basis of a right acquired or obtained from a third party.
4. If the client as well as any third party or third parties claims damages from Geelkerken Linskens Advocaten in connection with a service provided to the client by or on behalf of Geelkerken Linskens Advocaten, the losses suffered by the client himself will not be eligible for compensation, to the extent as the amount of the loss payable to the client itself - or with the addition of the amount of the loss due to the third party or parties - exceeds the limits set out in Clause 3.
5. Both Geelkerken Linskens Advocaten and all persons engaged in the execution of an assignment can invoke these General Terms and Conditions. The same applies to previous employees including any heirs if they are held liable after they left the firm of Geelkerken Linskens Advocaten. These General Terms and Conditions are also applicable to any additional or follow-up assignments.

6. When Geelkerken Linskens Advocaten engages external third parties, it will observe due care. Any liability of Geelkerken Linskens Advocaten for failures of this third party is excluded. If Geelkerken Linskens Advocaten engages third parties who stipulate a limitation of their liability, such a stipulation will be accepted by Geelkerken Linskens Advocaten, also on behalf of the respective client of Geelkerken Linskens Advocaten.
7. Unless otherwise agreed the fee due by the client to Geelkerken Linskens Advocaten shall be calculated on the basis of the number of hours spent multiplied by the applicable hourly rates as they are determined from time to time by Geelkerken Linskens Advocaten. In addition to the fee the client shall reimburse all disbursements incurred by Geelkerken Linskens Advocaten on the client's behalf, as well as compensation for fixed costs (such as postage, telephone, fax and photocopies) which are determined at a percentage of the fee. All amounts due will be increased by the applicable V.A.T. due.
8. Invoices sent by Geelkerken Linskens Advocaten must be fully paid within 14 days failing which the client will be in default. After this period has lapsed the client can be charged a fee of 1% per month over the amount due. An advance payment can always be demanded for activities carried out or yet to be carried out. Activities can be suspended if no advance payment to cover these activities has been provided.
9. The file created in connection with an assignment will be retained for 7 years after the assignment has been concluded, after which Geelkerken Linskens Advocaten will be entitled to destroy the file.
10. The legal relationship between the client and Geelkerken Linskens Advocaten is governed by Dutch law. Disputes will be settled by the competent Court in The Hague unless the dispute has been submitted to the Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur). If Geelkerken Linskens Advocaten act as the plaintiff, Geelkerken Linskens Advocaten will have the opportunity to bring the matter to a Court having jurisdiction without this stipulation.
11. The version of these General Terms and Conditions formulated in the Dutch language will prevail above these conditions formulated in English or another language. Geelkerken Linskens Advocaten is entitled to amend these General Terms and Conditions at any time.

Geelkerken Linskens Advocaten is established in Leiden and is listed in the Trade Register of the Chamber of Commerce under number 27332402. These General Terms and Conditions have been filed with the office of the Trade Register on February 10<sup>th</sup> 2010.