

GENERAL CONDITIONS WINTHAGENMENSINK

1 Application

1.1 These General Conditions will solely apply to all instructions from clients to WinthagenMensink. Any additional or follow-up instructions of the client shall also be subject to these General Conditions. The applicability of the terms and conditions of the client is hereby specifically rejected.

1.2 WinthagenMensink is entitled to instruct third parties by performing the instruction from the client. WinthagenMensink shall, as far as possible, consult the client before instructing third parties (unless in case of assistance of a process counsel or bailiff) and shall in any event exercise due care in its selection of third parties.

1.3 These General Conditions have also been stipulated for the benefit of natural or legal persons that, either directly or indirectly, are in any way involved in activities arising from the instruction given to WinthagenMensink, or for whose acts or omissions WinthagenMensink might be liable.

1.4 Instructions are carried out exclusively for the benefit of the client. No rights may be derived by third parties from the instruction or from the work performed, except insofar as such follows from article 1.3.

2 Fees and disbursements

2.1 The costs incurred as a result of WinthagenMensink performing the instruction from the client to it shall include professional fees and disbursements only. All amounts are exclusive of V.A.T., unless explicitly stated otherwise. WinthagenMensink does not charge any general or office surcharge rate. Disbursements are charged at cost price.

2.2 Unless otherwise agreed in writing, professional fees shall be calculated on the basis of the number of hours worked, multiplied by the hourly rate applicable to the instruction involved.

2.3 Disbursements are costs specifically incurred by WinthagenMensink for the benefit of the client (e.g. court fees and costs for bailiffs, couriers services or the trade register).

2.4 WinthagenMensink is entitled to annually adjust the hourly rate. A raise of the hourly rate will only take effect two weeks after it have been communicated to the client.

2.5 WinthagenMensink is entitled to request client for an advance payment before carrying out the work instructed to WinthagenMensink, or an interim payment before continuing to carry out the instruction. Advance or interim payments shall be settled with the final statement of expenses.

3 Payment and invoicing

3.1 Fees and disbursements are billed periodically (in principle on a monthly basis) in retrospective.

3.2 Invoices are subject to payment within 14 days of the date of the invoice, unless the client and WinthagenMensink explicitly agreed otherwise. The client cannot claim suspension or set off.

3.3 If an invoice is not paid within the payment period WinthagenMensink is entitled to charge commercial statutory interest. In such case WinthagenMensink is also entitled to charge extrajudicial costs of recovery (fixed at 15% of the principal sum due).

3.4 If an invoice or an advance or interim payment is not paid within the payment period WinthagenMensink may suspend the performance of the instruction, after having notified the client of its intention to do so. WinthagenMensink shall not be liable for any damage arising from this suspension of the performance of the instruction from the client.

4 Filing

4.1 The records and documents forming the case file will be kept for a period of seven years. After that period WinthagenMensink shall be free to destroy that records and documents.

5 Third party funds

5.1 WinthagenMensink has entered into an agreement with Stichting Beheer Derdengelden WinthagenMensink advocaten, which administers the third-party account for the benefit of WinthagenMensink.

5.2 WinthagenMensink and Stichting Beheer Derdengelden WinthagenMensink advocaten are authorized to set off amounts received for or from the client against what is owed to them by the client, or to use such funds towards payment for what is owed to them, unless the client explicitly objects to this in writing.

6 Information

6.1 WinthagenMensink will take appropriate measures to ensure the confidentiality of the client relationship.

6.2 The applicable regulations, including the Money Laundering and Terrorist Financing Prevention Act, oblige WinthagenMensink to establish the identity of its clients and under circumstances also to report certain unusual transactions to the authorities. The client acknowledges being aware of this obligation imposed on WinthagenMensink and, to the extent necessary, grants permission for such information to be provided to the authorities by instructing WinthagenMensink.

6.3 By instructing WinthagenMensink the client gives permission for client information available to WinthagenMensink to be disclosed to third parties as instructed according article 1.2 on condition of confidentiality.

7 Complaints procedure

7.1 WinthagenMensink advocaten has a complaints procedure which is applicable to any complaints of the client. This complaints procedure may be consulted at www.winthagemensink.nl and will be sent to clients on request free of charge.

7.2 The complaints procedure enables the client to file a complaint in writing with regard to the conduct of the lawyer dealing with his case or an invoice. The complaint may be addressed to the

lawyer in question and/or to the lawyer who acts as complaints handler under the complaints procedure.

7.3 The complaints procedure aims to offer a satisfactory solution to the client within one month from the date of the filing of the complaint.

8 Dutch wording prevail

8.1 In the event of any differences between the English wording and the Dutch wording of these General Conditions, the Dutch wording shall prevail.

9 Amendments

9.1 WinthagenMensink is entitled to amend these General Conditions. Amendments will only take effect two weeks after they have been communicated to the client.

9.2 WinthagenMensink cannot invoke a provision of these General Conditions to the extent that such provision is not allowed by the Dutch Bar Association. If one or more provisions of these General Conditions appears to be invalid or otherwise non-enforceable, they shall hereby be replaced by provisions for which this does not apply and which provide near enough the same as the invalid or otherwise non-enforceable provisions. In so far as may be necessary, parties will hold further consultations in good faith about the exact wording of the provisions that were replaced.

10 Liability

10.1 WinthagenMensink ensures a liability insurance is in place. Any liability in relation to the performance of instructions by WinthagenMensink received from the client, or otherwise, shall be limited to the amount paid out in such cases under that liability insurance increased with the amount of the excess applicable in that case under the said liability insurance.

10.2 At client's request WinthagenMensink can ensure specific additional coverage of the liability insurance.

10.3 If, for whatever reason, the insurer makes no payment under the liability insurance, the aggregate liability of WinthagenMensink shall be limited to the amount of the total professional fees invoiced by WinthagenMensink in the period of twelve months prior to the event that caused the liability, with a maximum of EUR 100,000.

10.4 WinthagenMensink shall not be liable for any acts and/or omissions of third parties instructed according article 1.2.

10.5 Third parties instructed according article 1.2 may want to limit their liability. By instructing WinthagenMensink the client authorises WinthagenMensink to accept on its behalf limitations of liability of third parties and/or any general or specific terms stipulated by the third party applicable in the relation between it and third parties. WinthagenMensink shall have the right to enforce this limitation of liability and/or those general or specific terms against the client, insofar as performance of the instruction by the third party is concerned.

10.6 Without prejudice to the provisions contained in article 6:89 of the Dutch Civil Code a claim for compensation shall in any case lapse, if WinthagenMensink has not been notified in writing of such a claim within twelve months after the client has become aware or could reasonably have become aware of the event or the omission that gave rise to the damage.

10.7 WinthagenMensink hereby excludes any liability, also on behalf of Stichting Beheer Derdengelden WinthagenMensink advocaten, arising from or in any way connected with any failure on the part of any bank to meet its obligations.

10.8 The client indemnifies and holds WinthagenMensink harmless from and against any and all third party claims arising in whatever manner from the activities carried out for the client, unless they are a result from gross negligence or wilful misconduct by WinthagenMensink. This indemnification also includes reasonable legal costs.

11 Governing law and dispute resolution

11.1 Any contractual or non-contractual obligations arising out of or in connection with the instruction from the client are solely governed by Dutch law.

11.2 The courts of Amsterdam have exclusive jurisdiction in case of any dispute between the client and WinthagenMensink.