

General Terms and Conditions of Services

partnership Kan Vlassenroot advocaten
with office in Haarlem

Kan Vlassenroot advocaten

- 1.1. Kan Vlassenroot advocaten is a partnership under Dutch Law of natural persons, which may also consist of private companies with limited liability under Dutch law and which partnership is acting under the name of "Kan Vlassenroot advocaten". On request, a list of the partners of Kan Vlassenroot advocaten will be forwarded.
- 1.2. In these General Terms and Conditions of Services (hereafter to be called: the General Terms and Conditions) "Kan Vlassenroot advocaten" also includes every individual attorney employed by or active in the office of Kan Vlassenroot advocaten.

Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to any assignment, complementary and continued assignments included, issued by a client or clients to Kan Vlassenroot advocaten or to an attorney working at Kan Vlassenroot advocaten, and further apply to any activity carried out by Kan Vlassenroot advocaten or an attorney herein referred to on the instruction of and / or for a client or clients or any other natural person, legal person or entity. If parties agree to differ from the General Terms and Conditions of Services such different conditions are only valid if laid down in writing.
- 2.2. Each proviso in the General Terms and Conditions also applies to any private company with limited liability or other legal person, which is part of the partnership Kan Vlassenroot advocaten, and to each director of such company or other legal person.
- 2.3. The following parties may appeal to the General Terms and Conditions:
 - (a) a client of Kan Vlassenroot advocaten;
 - (b) Kan Vlassenroot advocaten, in compliance with the provisions in subsection 2 of this Article of the General Terms and Conditions;
 - (c) each person working at or for Kan Vlassenroot advocaten; and
 - (d) each person, company or other legal person, engaged for the implementation of any assignment from a client, including the so-called "Stichting Beheer Derdengelden" (Foundation for the Trust of Third Parties Funds) Kan Vlassenroot advocaten that manages trust accounts.

Attorneys who are part of Kan Vlassenroot advocaten, staff members of Kan Vlassenroot advocaten, any heirs of these attorneys or their staff members, as well as the companies referred to in subsection 3 of this Article of the General Terms and Conditions, may also appeal to the General Terms and Conditions, if they should be held liable when they are no longer part of Kan Vlassenroot advocaten, or after they have left the office of Kan Vlassenroot advocaten.

Assignment

- 3.1. Each assignment from a client to Kan Vlassenroot advocaten will exclusively be accepted and carried out by the partnership Kan Vlassenroot advocaten.
- 3.2. Each assignment from a client to Kan Vlassenroot advocaten will exclusively be accepted and carried out on the condition that, and based on the fact that the General Terms and Conditions are applicable to the assignment without any reservations.
- 3.3. If the engagement of one or more procurators litis and / or one or more process-servers is required or desired for services to be provided by Kan Vlassenroot advocaten, such at the discretion of Kan Vlassenroot advocaten, the assignment to Kan Vlassenroot advocaten shall also be considered to comprise the assignment for and consent to such engagement.
- 3.4. If the engagement of one or more third parties, who are not procurators litis or process-servers (such as e.g. a notary, an accountant, a tax consultant, a patent attorney, a trade-marks consultant, a research firm, etc.) is / are required or desired for services to be provided by Kan Vlassenroot advocaten, this will, if possible, be consulted with the client. For the engagement of a third party herein referred to, Kan Vlassenroot advocaten will exercise due care at any time.
- 3.5. If a third party, engaged by Kan Vlassenroot advocaten for services to be provided to a client, limits or wishes to limit his liability, Kan Vlassenroot advocaten presume, and stipulate if required, that each assignment issued to Kan Vlassenroot advocaten grants the authority to accept such liability limitation on behalf of, or also on behalf of the client or clients.

Fee note

- 4.1. For the implementation of the assignment, the client is due to pay the fee to be agreed between the client and the attorney or attorneys who carry out the assignment, increased by the out-of-pocket expenses, office expenses and turnover tax and increased by the fees and costs of third-parties engaged for or in connection with the implementation of the assignment.
- 4.2. If the implementation of the assignment extends to a period of more than one month, the work carried out by and / or on the instruction of Kan Vlassenroot advocaten can be charged interim to the client.
- 4.3. Kan Vlassenroot advocaten are entitled to charge to a client a retainer or retainers through a fee note or interim fee note. A retainer received from a client will be settled with the total amount of the final fee note to be charged to the client under the terms of the respective assignment, provided that Kan Vlassenroot advocaten may also settle such a retainer with an interim fee note or interim fee notes.
- 4.4. Kan Vlassenroot advocaten is entitled to charge a client with a retainer, and claim payment thereof before commencement of the implementation of the assignment

from the client. The client will accept that in such case, Kan Vlassenroot advocaten can suspend the implementation of the respective assignment until Kan Vlassenroot advocaten have received payment of the retainer in full.

- 4.5. In cases and matters processed by Kan Vlassenroot advocaten based on the legal system of financed legal aid, the fee note is limited to those costs that will be for the account of the client pursuant to the issued legal aid case decision as well as pursuant to the afore-mentioned legal system.

Payment of the fee note

- 5.1. Each client is held to pay a fee note from Kan Vlassenroot advocaten within fourteen (14) days from the date of the invoice to Kan Vlassenroot advocaten by payment or transfer of the due amount to the bank or giro account mentioned on the invoice, stating the invoice number. If payment is to be made to a bank account number of a trust account mentioned on the invoice, the full name of this trust as well as the invoice number must be mentioned with the payment. In the event where the afore-mentioned period of thirty days is exceeded, the client shall be in default automatically and by law, and the client shall be due to pay an interest charge for delay in payment on the amount not paid, equal to one percent (1 %) per month, from the date of the default up to and including the date of full payment to Kan Vlassenroot advocaten or the trust account to whom or to which the payment was to be made.
- 5.2. Kan Vlassenroot advocaten are entitled – with the approval of the client - to settle any monies received from third parties for the client, with all the fee notes to the name of the client, which amount has not yet been paid to Kan Vlassenroot advocaten, or not in full, except in the case where and to the extent that settlement is not permitted by virtue of the law and except where and to the extent that the monies received are monies that cannot, by law, be seized.
- 5.3. If Kan Vlassenroot advocaten proceed to collection or recovery of monies against a client who is in default, the non-legal collection costs shall be entirely for the account of the client. The non-legal collection costs will be set to 15 % of the amount to be collected or recovered at such time, with a minimum of € 150,00 for each case, provided that Kan Vlassenroot advocaten are entitled to claim payment from the client of the collection or recovery costs actually incurred, in the case that such costs should amount to more than the afore-mentioned 15 % and the afore-mentioned minimum.

Liability

- 6.1. In the event of an occurrence with or in connection with the implementation of an assignment from a client or clients, including actions and / or the failure thereof, which results in the liability of Kan Vlassenroot advocaten, and / or if because of or in connection with the implementation of an assignment from a client or clients, or otherwise, damage should be caused to persons and / or property Kan Vlassenroot advocaten are liable for, Kan Vlassenroot advocaten's liability will be limited to the amount that, or the amounts that will be paid by the insurer concerned in the

respective case on account of Kan Vlassenroot advocaten's professional liability insurance, increased by Kan Vlassenroot advocaten's own risk in such case.

- 6.2. Kan Vlassenroot advocaten have assured their liability risk, according to rules of the Dutch Bar Association. The assured amounts as laid down in the assurance policy meet the minimum demands of the amount to be assured, as dictated by the Dutch Bar Association. If desired, Kan Vlassenroot advocaten will provide information about the nature and extent of the assured liability risk, respectively of the assured amounts.
- 6.3. With respect to their client(s), Kan Vlassenroot advocaten are not liable for any mistakes or inadequacies of or on the part of third parties, irrespective of whether these third parties have been engaged by Kan Vlassenroot advocaten.

Disputes

- 7.1. If a client has a complaint regarding the carrying out of an assignment and/ or regarding an invoice, the client can file that complaint with Kan Vlassenroot advocaten. Mr. C.M. Kan and/ or Mr. Y.A.E. Vlassenroot are the acting complaint officials.
- 7.2. Solely Dutch law applies to the legal relationship between Kan Vlassenroot advocaten and their clients.
- 7.3. Any disputes between a client and Kan Vlassenroot advocaten can, irrespective of nationality, place of residence or address or the place where the client is established, be submitted exclusively to and settled by the competent Dutch Judge, unless law or disciplinary rules for attorneys compulsorily stipulate a different procedure.

Validity

8. In the event that any provision of the General Terms and Conditions should, either entirely or partly, not be valid and/or enforceable as a result of any statutory requirement, any court order, or any directive, decision, recommendation or enactment of any local, regional, national or supranational authority, institution or any professional association, or in any other way, such will not affect the validity of any of the other provisions of the General Terms and Conditions. In the event that a provision of the General Terms and Conditions should not be valid for a reason referred to in the previous sentence, which provision would however be valid if it had a more restricted extent or purport, such provision will automatically apply as the most far-reaching or extending more restricted extent or purport, insomuch that it would be valid.

The filed General Terms and Conditions

9. The General Terms and Conditions of Kan Vlassenroot advocaten, of which there is both a Dutch text and an English text, are filed with the office of the court's clerk of the District Court in Amsterdam as number: 42/2001. In case of any discrepancy the Dutch text of the General Terms and Conditions will prevail.