

GENERAL TERMS AND CONDITIONS

General Terms and Conditions Van Benthem & Keulen N.V.

1. Van Benthem & Keulen N.V. ("Van Benthem & Keulen") is a limited liability company whose object is the practice of law as attorneys-at-law and civil law notary. In this practice of law, Van Benthem & Keulen may, from time to time, be assisted by persons engaged by it in connection with the performance of client assignments.
2. All client assignments are deemed to have been given to Van Benthem & Keulen as an organisation, even in the event that it is the explicit or implicit intent that the assignment be performed by a specific person. Article 7:404 of the Dutch Civil Code, which provides for the latter, and Article 7:407 subsection 2, which creates a joint and several liability where assignments have been given to two or more persons, shall not apply.
3. In the event that when carrying out a client assignment, an event should occur which may lead to a liability, such liability shall be limited to the amount or amounts indemnified by Van Benthem & Keulen's professional liability insurance. Such amount(s) shall include Van Benthem & Keulen's deductible as stated under this insurance. This event shall also include a failure to act.
In the event that, by or in connection with the performance of a client assignment or otherwise, damage, for which Van Benthem & Keulen is liable, is caused to persons or property, such liability shall be limited to the amount or amounts covered by Van Benthem & Keulen's third-party indemnity insurance. Such amount(s) shall include Van Benthem & Keulen's deductible as stated under this insurance.
If for any reason whatsoever no benefits are payable under this insurance, liability is limited to two times the amount paid in the relevant calendar year by the client for the particular services performed (exclusive of VAT), but only up to a maximum of EUR 100,000. A limitation or exclusion of liability within the meaning of this article does not apply to loss or damage resulting from gross negligence or intentional misconduct on the part of Van Benthem & Keulen.
4. In the event that persons who have been engaged in connection with the performance of a client assignment wish to limit their liability in relation thereto, Van Benthem & Keulen shall proceed on the assumption, and insofar as necessary, stipulates, that all client assignments also include the authority to accept such limitation of liability on behalf of those clients.
5. In the event that the performance of a client assignment entails the engagement of a person resident outside the Netherlands, and who has no connection to Van Benthem & Keulen, Van Benthem & Keulen shall not be liable for any failures made by such person when engaged in the performance of the client assignment.
6. Fees for the activities of Van Benthem & Keulen will be invoiced on the basis of time spent, charged according to the prevailing hourly rates, increased by 5 percent office costs and VAT. The individual fee has been determined on the basis of the seniority of the relevant attorney and may be increased during the duration of the assignment on the basis of an increase in years of experience.

Annually, as per 1 January, the fees will be adjusted. This will take place with observation also of the increase in costs of living ("CPI all households").

In addition, expenses will be charged as incurred during the performance of an assignment, such as the costs for process servers when engaged, or court duties.

As a rule the client will receive a statement of fees upon the termination of each calendar month pertaining to the activities until that moment. Depending on the extent of the activities, a statement of fees may also be forwarded at the end of each quarter of a year. Invoices are due fourteen days after the date of the invoice.

7. Personal data of clients of Van Benthem & Keulen are being processed while performing an assignment. This personal data will be included in a database for direct marketing purposes.

Direct marketing purposes entail exclusively activities such as sending out invitations for seminars and forwarding Van Benthem & Keulen newsletters.

In the event a client does not consent to this, the client can inform Van Benthem & Keulen, whereupon the personal data will immediately be removed from our marketing database.

8. The relationship between Van Benthem & Keulen and its clients shall be governed by Dutch law. The District Court of Utrecht shall have exclusive jurisdiction over any dispute arising between Van Benthem & Keulen and a client.
9. These General Terms and Conditions may be invoked not only by Van Benthem & Keulen but also by any person engaged in the performance of a client assignment. The same shall apply to former employees, including their heirs, if they are held liable after they have left Van Benthem & Keulen.
10. These General Terms and Conditions shall also apply to any supplemental and further client assignments. The General Terms and Conditions are available in both the Dutch, English and German languages. In the event of any dispute arising as to the contents or purport of these General Terms and Conditions, the Dutch language version shall prevail.

Van Benthem & Keulen N.V. is established in Utrecht and registered with the trade register of the Chamber of Commerce (nr. 30241317).