

GENERAL TERMS AND CONDITIONS

of the partnership Severijn Hulshof
(filed at the Registry of the District Court
in The Hague on 7 February 2014, number of registry 10/2014)

Article 1

Severijn Hulshof, hereinafter: 'the partnership', is a partnership the partners of which are limited liability companies. A list of the partners shall be provided to the client upon request.

Article 2

These general conditions shall apply to all assignments given by the client to the partnership and/or their partners, their directors or the employees of the partnership. These general terms and conditions have, without prejudice to the provisions in (3), been stipulated in part for the partners of the partnership, as well as the directors and (indirect) shareholders of the partners and all persons employed by the partnership.

Article 3

All assignments are considered to have exclusively been given to and accepted by the partnership. Contrary to the provisions of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code [Burgerlijk Wetboek], the partners, the directors and all persons employed by the partnership shall neither be personally bound nor shall they be liable. The assignment shall not end by their death, even in the event that it is the intent that the assignment be performed by a specific person.

Article 4

When engaging a third party not connected to the partnership, the partnership shall exercise due care and shall (except in cases of appointing a procurator *litis* or a bailiff), within reason, consult with the client on the selection of such third parties. The partnership shall be entitled to accept curtailment of liability of third parties with respect to the client. In the event of a shortcoming or shortcomings of these third parties, the partnership shall take any reasonably necessary measures to recover from the third party or parties the damages suffered by the client as a consequence of such a shortcoming and/or to demand compliance, unless the client requests that the claims concerned be assigned to him. The liability of the partnership for shortcomings by third parties shall not exceed whatever assets may be recovered from the third party by the partnership.

Article 5

Any liability on the part of the partnership shall be limited to the amount indemnified by the partnership's professional liability insurance, to be increased by the applicable deductible as stated under this insurance. The maximum cover shall be € 5,000,000. If for any reason no payment is made by virtue of the insurance referred to in this article, any liability shall be limited to ten times the fee invoiced in the case from which the liability arises, up to a maximum of € 250,000. Any liability on the part of the firm shall lapse two years after the client may reasonably have become aware of the ground for liability or – if such is sooner – two years after the assignment ends.

Article 6

The performance of the commissioned services shall be rendered for the sole exclusivity of the client. Third parties shall not be entitled to invoke any rights under this performance.

Article 7

Fees for services rendered shall be invoiced monthly to the client, unless agreed otherwise in writing. Payment is due within 14 days, commencing from the date on the invoice. If timely payment is not forthcoming, Severijn Hulshof shall be entitled to charge statutory interest without any notice of default. An advance for services performed or to be performed may be requested at any time. The partnership may suspend its services, if no advance is available to cover them. The partnership shall be entitled to alter its standard hourly rates and the reimbursement of travel costs for transport by car or train.

Article 8

The partnership shall take appropriate measures to safeguard the confidentiality of the client relationship in performing the assignment. Nonetheless, unless the contrary is explicitly agreed, the following shall apply with respect to the assignment:

- (i) Client grants permission to bring data known or unknown in connection with the services by the partnership to the attention of those within Severijn Hulshof for whom awareness of these data is of use in connection with addressing the assignment or managing the relationship.
- (ii) Client grants permission to use all conventional means of communication at that time, including especially the Internet. The partnership shall be entitled to destroy files five years after announcing to the client that they have been archived.

Article 9

These general terms and conditions are available in Dutch, German and English and are also available on the website of the partnership: www.severijnhulshof.nl. In case of a dispute about the content or purpose of these general terms and conditions, only the Dutch text and its meaning shall be binding under Dutch law.

The legal relationship between the client and the partnership shall be subject to Dutch law. The competent Court in The Hague shall have exclusive jurisdiction over any dispute arising from said legal relationship. The partnership shall be entitled to apply to the competent court in the client's place of residence.