

GENERAL TERMS AND CONDITIONS

Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld

1. Socia Advocatuur B.V. is a private limited liability company (besloten vennootschap) established under Dutch Law, whose object is to practice law. Socia Advocatuur B.V. trades as Advocatenkantoor & Anwaltskanzlei Hoogveld and is registered with the Commercial Register in Maastricht under number 66861306.

Assignment and general conditions

2. These general terms and conditions are applicable to all assignments (opdrachten) carried out and all work done by or on behalf of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld and to all legal relationships (rechtsbetrekkingen) pertaining thereto or resulting therefrom. These general terms and conditions are also made for the benefit of the board of directors of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld, all lawyers and employees of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld, and all persons engaged by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld in relation to the carrying out of an assignment.

3. Assignments and instruction are accepted and carried out only by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld. This applies even if it is the client's intention that the assignment is carried out by a specific person. The provisions of article 7:404 of the Dutch Civil Code, which relates to this situation, and article 7:407, section 2 of the Dutch Civil Code, which imposes joint and several liabilities where an assignment is given to two or more persons, are expressly excluded.

Carrying out of the assignment

4. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld shall exercise due care in carrying out the assignment and shall comply with applicable legislation and regulations, including the Code of Conduct for Lawyers and the rules and directive of the Dutch Bar Association. In carrying out an assignment Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld has an obligation to perform to the best of its abilities but does not in any way guarantee that the envisaged result will be realised.

5. Assignments are carried out exclusively for the benefit of the client. No other party than the client can derive any rights from any advice given, or service rendered, or work performed by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld.

6. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld may engage the services of a third party in the performance of an assignment, including bailiffs and, after consultation with the client, experts and external advisers.

Termination

7. Clients are at all times entitled to terminate the assignment given to Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld may only terminate an assignment if continuation of its services can no longer reasonably be expected from it, or there is a conflict of interest, or the client is in arrears in payment. Termination of the assignment by either the client or Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld does not release the client from its obligation to compensate Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld for the work carried out and costs made in respect of the assignment.

Fees and payment

8. Unless agreed otherwise in writing, the fee for the work carried out by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld is based on the number of hours worked multiplied by the hourly rate as charged by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld. The hourly rates will be provided to the client. In special cases Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld may, after consultation with the client, apply a higher rate. The rates are exclusive of VAT and disbursement. An additional 10% surcharge will be charged to cover general office expenses, such as postage, telephone costs and photo-

copy expenses. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld reserves the right to increase its rates from time to time within reasonable limits. No increase will take place within the six months following the date on which the assignment has been given.

9. Disbursements, such as court registry fees, bailiff's expenses of local counsel experts and external advisers and, in special cases, travel and hotel expenses, will be charged to the client. Travel and waiting time will be charged to the client on the bases of the prevailing hourly rate.

10. As a rule, the client will be invoiced on a monthly basis. Invoices of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld become due fourteen days after the invoice date. If payment is not made within this period, Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld may, without further demand for payment of notice of default, charge statutory interest to the client. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld has the right to suspend the carrying out of the assignment or to terminate the assignment in the event of payment being overdue. All reasonable extrajudicial and court costs made by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld to collect on an invoice will be charged to the client.

11. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld will at all times be entitled to request a deposit from the client as security for the payment of its invoices, and to suspend the commencement or further carrying out of the assignment until it has received payment of such deposit.

Limitation of liability

12. Any liability of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld is limited to the amount that is paid out in the matter concerned under the professional liability insurance taken out by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld, plus the amount of the excess (eigen risico) which must be borne by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld under the insurance policy. If for any reason whatsoever no payment is to be made under the insurance, the liability of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld will be limited to the fee invoiced by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld to the client for the relevant assignment in the calendar year in which the loss occurred, up to a maximum of € 50.000,00. Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld is not liable for failures of a third party engaged by it in carrying out the assignment and is entitled to accept for and on behalf of the client any limitation of liability by such third party. Lawyers and employees of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld will not, under any circumstances, be personally liable for any shortcoming in the carrying out of an assignment.

13. A claim for loss against Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld expires (vervallen) if litigation is not commenced in the competent court within one year following the date on which the claimant became aware reasonably could have been aware of the existence of such claim.

Miscellaneous

14. The Complaints and disputes procedure of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld applies to all services of Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld. Further information about the Complaints and disputes procedure may be forwarded on request or can be consulted on: www.hoogveldadvocatuur.com.

15. All legal relationships to which these general terms and conditions apply are governed by and are to be construed in accordance with Dutch Law. Disputes pertaining to assignment carried out and work done by Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld shall be submitted to the Court of Limburg in Maastricht, which has exclusive jurisdiction. Without prejudice to this, Advocatenkantoor & Rechtsanwaltskanzlei Hoogveld has the option to institute proceedings in any competent court in the client's foreign jurisdiction.

16. These general terms and conditions are available in Dutch, English and German. In the event of a dispute regarding the contents or meaning of these general terms and conditions only the Dutch version is binding.