

## General Terms and Conditions

### 'Eisenmann & Ravestijn'

#### 1. **Definitions**

In these General Terms and Conditions the following definitions apply:

- A. *Firm*: the private limited liability company Law Firm Eisenmann B.V., acting under the name 'Eisenmann & Ravestijn'
- B. *Employees*: the natural persons and/or legal entities connected to the company through an employment or management agreement.
- C. *Client*: the contracting party of the company.

#### 2. **Assignment**

- A. An assignment will only be formed after it has been accepted by the Firm. For the formation of an assignment the Firm can only be represented by lawyers connected to the Firm.
- B. Every assignment will be granted to the Firm, which means that the Client agrees that the Firm will have the assignment carried out under its responsibility, or if necessary by third parties on the instructions of the Firm. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.

#### 3. **Applicability**

These General Terms and Conditions apply to all contracts for services between the Firm and the Client, including additional and subsequent assignments, unless agreed otherwise in writing prior to the formation of an assignment.

#### 4. **Confidentiality**

The Firm and its employees are obliged towards the Client to preserve the confidentiality of everything the Firm and/or its employees have learned or otherwise become aware of pursuant to the assignment.

#### 5. **Archiving**

The file drawn up for an assignment by the Firm will be kept for 10 years (after conclusion of the assignment), after which the Firm has the right to destroy the file.

## 6. Declaration

- A. For the execution of an assignment the Client owes a fee to the Firm, plus turnover tax, plus any advances, as paid by the Firm for the benefit of the Client. The parties can also agree on a fixed amount as fee, including any advances.
- B. Unless otherwise agreed in writing, the fee will be calculated based on the number of hours worked by the Firm multiplied by the applicable hourly rates of its lawyers at the moment the assignment was executed.
- C. The Firm retains the right to charge the work carried out before the term, if the execution of the assignment extends over a period longer than two months.
- D. The Firm is authorised at all times to require payment of an advance from the Client. The advance received will be set off against an early or final settlement of the assignment.
- E. In files based on the statutory system of financed legal aid, the provisions of this article only apply to the costs (including any advances) that are for the account of the Client pursuant to the issued legal assistance. These costs are payable in advance.

## 7. Payment

- A. Declarations of the Firm must be paid within 14 days after the declaration date. On exceeding this term the Client is in default by operation of law and the Client owes a default interest equal to the applicable statutory interest. The Firm is in that case authorised to suspend or end the work in the file in question while informing the Client thereof.
- B. Payment must take place by means of a transfer to account number (ABN AMRO Bank) 62.06.85.875 in the name of 'Eisenmann-Ravestijn', quoting the invoice number.
- C. Payment can also take place in cash at the address of the Firm on due receipt.
- D. If the Firm takes action to recover a debt against the Client who is in default, the costs for that action, with a minimum of 10% of the balance due, will be for the account of the Client.

## 8. Engagement of third parties

- A. The Firm can engage third parties for the execution of the assignment, whereby the Firm will always exercise due care. The Firm will consult with the Client regarding this, if possible in advance.
- B. However, the Firm is not liable for any shortcomings of third parties beyond what has been described in Article 9 of these General Terms and Conditions.

- C. Third parties engaged in the execution of an assignment by the Firm can invoke these General Terms and Conditions.

## 9. Liability

- A. The liability of the Firm for damage, ensuing from or relating to the execution of an assignment, is always limited to the amount to which the professional indemnity insurance entitles in this case, plus the amount of the excess pursuant to the relevant policy.
- B. If the Firm has no claim to any payment pursuant to the professional indemnity insurance referred to, any liability of the Firm is limited to an amount equal to the fee (excluding advances) charged by the Firm in the file in question during the calendar year, in which the liability was created, up to an amount of EUR 15,000.
- C. All claims expire at least one year after an event which can lead to the liability has taken place, or the Client has become aware or could reasonably have become aware of that event.

## 10. Disputes

- A. The contract for services between the Firm and the Client is governed by Dutch law.
- B. The court in Amsterdam has exclusive jurisdiction to take cognisance of disputes ensuing from or relating to the work of the Firm.

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