

Ayolt M. Zoer

Attorney at law Mediator

General Terms and Conditions Mr Zoer Advocatuur BV

1. All assignments granted to and accepted by Mr Zoer Advocatuur BV (hereinafter: "Mr Zoer") are subject to the applicability of these general terms and conditions ("General Terms and Conditions"). The applicability of the client's general terms and conditions is hereby expressly excluded.
2. No matter which professional accepts or executes an assignment on behalf of Mr Zoer (whether or not in cooperation with others) Mr Zoer is understood to be the sole contracting party even if it is the implicit or explicit intention that the assignment will be executed by a specific person or persons. Articles 7:404, 7:407.2 and 7:409 of the Dutch Civil Code ("BW") do not apply to any assignments accepted by or on behalf of Mr Zoer.
3. Unless otherwise agreed in writing the net amounts payable to Mr Zoer for services rendered will be calculated as follows: number of hours spent on the execution of the assignment times the applicable hourly rate of the relevant lawyer working on the assignment. Such calculation could, at Mr Zoer's discretion, include factors such as urgency, expertise, the interests at stake or complexity of the case, the nature and duration of the relationship with the client and such like (fees). The hourly rates shall be adjusted from time to time. Once adjusted, the new rates will apply with immediate effect. Mr Zoer, at its sole discretion, reserves the right to invoice on the basis of the result achieved ("value billing") instead of on the basis of hours spent on an assignment. In addition, Mr Zoer will charge the client for any specific costs paid in advance by Mr Zoer and/or costs incurred on behalf of the client in execution of the assignment (such as court fees, costs for extracts, courier costs, travel costs at € 0,45 per kilometre by car), and costs charged to Mr Zoer by sub-assignees referred to in Article 12 (disbursements).
4. All amounts invoiced by Mr Zoer will be increased by turnover tax where required. Each month Mr Zoer will invoice the services rendered in the preceding month. All invoices must be paid within fourteen (14) days of the invoice date. Mr Zoer may unilaterally change the invoicing frequency and the payment term. If payment is not received in time, the client will be deemed to be in default de jure and Mr Zoer will be entitled to charge statutory interest as referred to in Article 119a of Book 6 of the Dutch Civil Code. Mr Zoer is also entitled to charge all extrajudicial and other collection costs incurred plus all costs incurred for the engagement of any internal or external lawyers. Mr Zoer may always request an advance payment for the provision of services rendered or to be rendered. Services may be suspended if no advance payment is made. Advance payments made will be set off against the final invoice for the relevant assignment.
5. The client and Mr Zoer may prematurely terminate an assignment without stating reasons on the understanding that Mr Zoer will only terminate an assignment prematurely and unilaterally in a manner that is least damaging to the client. Premature termination will not alter the fact that the amounts invoiced and to be invoiced by Mr Zoer remain due and payable.
6. Mr Zoer's contractual or non-contractual liability for loss or damage arising out of or in connection with any possible shortcomings in the execution of assignments is limited to the amount covered under the professional liability policy taken out by Mr Zoer plus the amount of excess, which under the policy conditions is payable by Mr Zoer. The shortcomings referred to in the preceding sentence are understood to include omissions. Any liability on the part of Mr Zoer for consequential loss or damage is hereby excluded.

7. If and to the extent that no payment is made under Mr Zoer's professional liability insurance policy in connection with Mr Zoer's contractual or non-contractual liability for loss or damage ensuing from or related to any shortcomings in the execution of assignments, all liability is limited to an amount equivalent to three times the amount that Mr Zoer invoiced in the case concerned in the relevant year excluding turnover tax with a maximum of EUR 25,000, (in words: twenty-five thousand Euros).
8. If and insofar damage is caused to persons or goods in connection with the execution of assignments or in any other context, for which damage Mr Zoer is liable, liability is limited to the amount covered under the liability insurance policy taken out by Mr Zoer plus the amount of the excess payable by Mr Zoer. Any liability on the part of Mr Zoer for consequential loss or damage is hereby excluded.
9. If and insofar no payment is made under Mr Zoer's liability insurance policy as a result of damage caused to persons or goods in connection with the execution of assignments or in any other context, all liability is limited to an amount equivalent to three times the amount invoiced by Mr Zoer for the case concerned in the relevant year excluding turnover tax with a maximum of EUR 25,000 (in words: twenty-five thousand Euros).
10. Mr Zoer may engage not only its director(s) and its employees but it may also engage third parties not employed within its organization ('sub-assignees') in the context of executing an assignment. Mr Zoer will exercise due care when engaging sub-assignees and will, if necessary, consult the client. Mr Zoer is not liable for any possible errors or failure to perform on the part of any sub-assignee that it has engaged. Any assignment accepted by or on behalf of Mr Zoer means that Mr Zoer is entitled to accept all general terms and conditions and/or limitations of liability used by the sub-assignees on behalf of the client. The client accepts and agrees to reimburse any costs invoiced to Mr Zoer by the sub-assignees.
11. In execution of the assignment Mr Zoer will take due care to safeguard the confidentiality of the client-relationship. Unless explicitly agreed otherwise, (i) the client grants Mr Zoer permission to provide the information in its possession, whether or not in connection with the assignment, to those persons working on behalf of Mr Zoer, or to people affiliated to Mr Zoer, so that they may use such information for the execution of the assignment or for client-relationship management, and (ii) the client agrees that all the usual current means of communication may be used, in particular the Internet, for communication purposes. At the same time the client acknowledges that Mr Zoer is not liable for any damage incurred, including consequential damage and/or loss that could arise if and because third parties gained access to confidential information without the consent of Mr Zoer.
12. Mr Zoer and all sub-assignees engaged in the execution of assignments may invoke these General Terms and Conditions.
13. These General Terms and Conditions also apply to any additional and follow-up assignments from Mr Zoer's clients. The General Terms and Conditions have been drawn up in Dutch and translated into English. In the event of a dispute on the content or purport of these General Terms and Conditions, the Dutch text will prevail.
14. The legal relationship between the client and Mr Zoer is governed by Dutch law. Any disputes will, in first instance, be submitted to the Court of Amsterdam. This will not alter the fact that Mr Zoer is at all times entitled to bring proceedings before the competent court in the jurisdiction or district of Mr Zoer's client. Should the court find in favour of Mr Zoer in any proceedings against a client, the client will be obliged to fully compensate Mr Zoer for all judicial and extra-judicial costs incurred by Mr Zoer including all costs incurred for all internal or external lawyers and other advisors engaged by Mr Zoer.

- 15.** Mr Zoer may amend these General Terms and Conditions from time to time. Once the amended General Terms and Conditions have been filed and sent to Mr. Zoer's clients, they will also apply to all assignments granted to Mr Zoer prior to the amendment thereof.
- 16.** Mr Zoer's registered office is in Amsterdam, and Mr Zoer is listed in the Commercial Register kept by the Chamber of Commerce in Amsterdam under number 34241965. Mr Zoer's postal address is: Jasonstraat 11-II, 1076 KW Amsterdam.
- 17.** These General Terms and Conditions have been filed with the Registry of the Court of Amsterdam and can also be viewed on: www.mrzoer.com .