

## GUIDO DE WIT ADVOCATEN GENERAL TERMS AND CONDITIONS

### Article 1

Guido de Wit advocaten B.V. (hereinafter: 'Guido de Wit advocaten') is a private company with limited liability established according to Dutch law, whose objective is to practise the legal profession in every sense of the word.

### Article 2

These General Terms and Conditions apply to all work performed and services provided by or on behalf of Guido de Wit advocaten, including additional instructions and subsequent instructions, irrespective of whether such work is performed in the capacity of lawyer, legal or non-legal assistant, guardian, liquidator, administrator or any other capacity. Guido de Wit advocaten explicitly rejects applicability of all other general terms and conditions, such as those of a client.

### Article 3

Guido de Wit advocaten is entitled to amend these General Terms and Conditions or to add further conditions to them. The General Terms and Conditions thus amended shall be deemed to be accepted unless the relevant client lodges an objection to the amended General Terms and Conditions no later than 14 (fourteen) days after it receives the amended General Terms and Conditions or is otherwise notified of them.

### Article 4

All instructions are exclusively accepted by Guido de Wit advocaten. The relevant duties appertaining to performance of the aforesaid work are performed on the responsibility of Guido de Wit advocaten, to the exclusion of the provisions recorded in Book 7 Articles 404, 407 (paragraph 2) and 409 of the Dutch Civil Code; this also applies if an instruction is explicitly or tacitly intended to be performed by a certain person.

### Article 5

All liability of Guido de Wit advocaten and of its employees resulting from the instructions issued to them is limited to the amount to be paid out in the relevant matter pursuant to the professional liability insurance concluded, plus the excess pursuant to such insurance. A copy of the current insurance policy, together with the relevant conditions, is available for perusal at the offices of Guido de Wit advocaten. If, for any reason whatsoever, no payment is effected pursuant to the aforesaid insurance, all liability shall be limited to the excess. Notwithstanding the provisions of Book 6 Article 89 of the Dutch Civil Code, all rights of claim and other entitlements and rights vis-à-vis Guido de Wit advocaten shall in any event expire 1 (one) year after the aggrieved party became aware of the harmful act, or ought to have become aware of it.

### Article 6

In respect of performance of the instructions issued to it, Guido de Wit advocaten is entitled to engage third parties such as e.g. bailiffs, accountants, civil-law notaries and tax advisors. Guido de Wit advocaten will ensure that the utmost care is taken when selecting the aforesaid third parties. All expenses relating to such third parties in any way whatsoever shall be charged to the client. Guido de Wit advocaten disclaims all liability for the acts and/or conduct of such third parties.<sup>2</sup>

#### Article 7

The exemptions from liability specified in these General Terms and Conditions also include liability relating to unsatisfactory performance on the part of Guido de Wit advocaten when using equipment and computerised devices, software, data files, registers or other tools during provision of services, without any exceptions; and liability relating to interception of audio and/or data transmissions by telephone, fax or e-mail, insofar as such unsatisfactory performance can be attributed to Guido de Wit advocaten.

#### Article 8

Guido de Wit advocaten shall ensure that the clients' funds it receives are paid into the bank account administered by the 'Stichting Derdengelden Guido de Wit advocaten' (Guido de Wit advocaten Clients' Funds Foundation). Interest shall be paid out to the party entitled to the aforesaid funds.

#### Article 9

Unless the parties explicitly agree otherwise, the fees to be charged by Guido de Wit advocaten to its clients are based on hourly rates that vary according to the relevant staff member's experience and specialised knowledge. Guido de Wit advocaten may instruct several of its staff members to work on a certain case. The hourly rates may be increased depending on enlargement of experience and specialisations acquired, and/or by means of indexation. At the client's request, Guido de Wit advocaten will furnish the client with a specification of the hours spent by Guido de Wit advocaten in connection with performance of the relevant client's instruction. Invoices must be paid within 14 (fourteen) days of the invoice date. Payments must be effected in the manner specified in the relevant invoice. The client relinquishes all rights to invoke any suspension, discount, deductions or setoff in respect of such payments. If such payments are effected subsequent to the payment term specified in the foregoing, you will be in default without any additional notice of default being required, and you will be liable to pay the statutory interest on the amount outstanding. If a client fails to pay an invoice within the period specified, work on the relevant instruction will be suspended or terminated. Guido de Wit advocaten disclaims all liability for any damage or loss that may arise as a result of the aforesaid suspension.

#### Article 10

Guido de Wit advocaten may require the client to make an advance payment on the fee - prior to an instruction as well as during performance of such instruction - prior to commencing or continuing work on the relevant instruction. All invoices for such advance payments must be paid immediately upon acceptance.

#### Article 11

Guido de Wit advocaten will retain all files it compiles - including the original deeds, court rulings and judgments issued by the judicial or other authorities - for a period of 5 (five) years subsequent to completion of the relevant instruction. During this period, original deeds or other (original) documents contained in the relevant file may be issued on request, provided that the party requesting such documents signs a receipt for them. On expiry of the aforesaid period, the relevant file will be destroyed without any further notice to this effect.

#### Article 12

The legal relationship between Guido de Wit advocaten and its clients is governed by Dutch law. All disputes shall exclusively be resolved by the competent court at the District Court of the province of Noord-Holland.

*Disclaimer: In case of a possible dispute, the Dutch version of the General Terms and Conditions will prevail*