

**General Terms and Conditions of Damen & De Koning Advocaten
dated February 2017**

Article 1. Limited Liability Company (LLC) under Dutch law

- 1.1 Damen & De Koning Advocaten B.V. is a Limited Liability Company under Dutch law, registered in the Register of Companies of the Dutch Chamber of Commerce under number 67970427. Whenever reference is made to Damen & De Koning Advocaten in these general terms and conditions and in (e-mail) correspondence from Damen & De Koning Advocaten B.V., this refers to the public limited company under Dutch law stated in this article.

Article 2. Client assignments

- 2.1. All client assignments are exclusively accepted and carried out by Damen & De Koning Advocaten. This also applies if there is an explicit or implied intention for the client assignment to be carried out by a specific person. The applicability of Section 7:404 Dutch Civil Code, containing rules for the latter case, and Section 7:407 Dutch Civil Code, imposing joint and several liability if a client assignment is given to two or more persons, is explicitly precluded. The shareholders and directors of Damen & De Koning Advocaten as well the (other) persons employed by and engaged on behalf of Damen & De Koning Advocaten, including but not limited to lawyers, legal associates and administrative staff are not (personally) bound by the client assignment, nor shall they be liable for the liability resulting from the agreement.
- 2.2. Damen & De Koning Advocaten may terminate the client assignment prematurely without stating any grounds. Damen & De Koning Advocaten shall make use of its premature termination option in the following situations (non-exhaustive enumeration): if the client is in default with respect to any obligation towards or arrangement with Damen & De Koning Advocaten, if one or more employee(s) of Damen & De Koning Advocaten can no longer continue the client assignment in good conscience, if one or more employees have been treated unfairly by or on behalf of the client. If the client assignment is terminated prematurely, the payable fee shall be determined in accordance with Article 3.1 of these general terms and conditions, which fee shall be capped at the total of the agreed price, if any.
- 2.3. In many cases Damen & De Koning Advocaten operates in the form of teams. Damen & De Koning Advocaten reserves the right to engage other lawyers and/or legal associates in addition to or instead of the lawyer who initially carried out the client assignment.
- 2.4. Damen & De Koning Advocaten may engage third parties on behalf of the client in order to carry out client assignments. If possible this shall be done in consultation with the client, it being understood that selection of bailiffs and translators shall in principle be made without consultation. Damen & De Koning Advocaten does not accept liability for any mistakes made by such third parties. Damen & De Koning Advocaten is entitled to accept liability limitations from such third parties on behalf of or at the expense of the client. The costs involved in connection with third parties engaged for the execution of agreements shall be borne by the client. Such costs are not subject to compensation by the Dutch Legal Aid Council.
- 2.5. If Damen & De Koning Advocaten acts as lawyer in civil-law or administrative-law proceedings for the client, the client shall be held to punctual payment of the relevant court registry fees to Damen & De Koning Advocaten. Such court registry fees shall be paid well in time to the responsible court, on pain of non-admissibility. Damen & De Koning Advocaten reserves the right not to pay the court registry fees to the responsible court and to turn down the case if the client has failed to pay the court registry fees to Damen & De Koning Advocaten in time.
- 2.6. The client must take into account that in civil-law or administrative-law proceedings, a (partially) defeated party may be ordered to pay the costs of the legal proceedings of the opposing party. Such a court order to pay the cost of the legal proceedings shall not be eligible for compensation by the Dutch Legal Aid Council or by Damen & De Koning Advocaten.
- 2.7. The client shall indemnify Damen & De Koning Advocaten against all and any claims by third parties as well as the costs incurred by Damen & De Koning Advocaten in connection therewith, if in any way connected with the work carried out for the client.
- 2.8. Client assignments shall be carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the content thereof. If the client notifies any third parties of results of work carried out by Damen & De Koning Advocaten, the client shall be held to notify such third parties thereof in writing.
- 2.9. During a period of five years after closure of a case, the file concerned shall be stored in the archives of Damen & De Koning Advocaten, after which it shall be destroyed without further notice.
- 2.10. These general terms and conditions are applicable to all client assignments given to Damen & De Koning Advocaten. In case of any changes to these terms and conditions by Damen & De Koning Advocaten, the changed terms and conditions shall be applicable as of the date of publication at www.damendekoning.nl/en/general-terms-and-conditions, for all new client assignments.

Article 3. Remuneration and debt collection

- 3.1 The fees of lawyers and staff working for Damen & De Koning Advocaten vary depending on their experience and expertise. Damen & De Koning Advocaten is entitled to adjust its fees periodically. The client shall owe Damen & De Koning Advocaten a fee that is calculated based on the number of hours worked multiplied by the applicable hourly fee of the lawyer or employee who has spent the hours concerned. In addition, the client shall owe Damen & De Koning Advocaten turnover tax at the applicable rate, and disbursements.
- 3.2 The fee notes sent by Damen & De Koning Advocaten are payable within 14 days, for lack of which the client shall be in default. In that case the client shall be held to compensate to Damen & De Koning Advocaten for all incurred judicial and extrajudicial collection charges, including but not limited to the full legal costs incurred for this, as well as late payment interest.
- 3.3 Damen & De Koning Advocaten shall be entitled at any time to request advance payment for deliverable work and expenses to be incurred, and shall do so, in principle. Such amounts shall be invoiced at the end of the client assignment or, as the case may be, intermediately.
- 3.4 Only for specific payments for which Damen & De Koning Advocaten has informed the client in writing of the possibility to use the third-party bank account of "Stichting Derdengelden Damen & De Koning Advocaten", the aforementioned third-party bank account may be used. The client is not entitled to payment of interest on the third-party bank account deposits by way of compensation for the handling fees and management costs of the third-party bank account.

Article 4. Liability and expiry

- 4.1 The liability of Damen & De Koning Advocaten is at all times limited to the amount paid in such case under the professional liability insurance of Damen & De Koning Advocaten, increased by the deductible payable by Damen & De Koning Advocaten under the insurance policy terms and conditions in the relevant case. Such insurance policies have limited cover, inter alia as regards the amount of the damage and the number of claims per year. Upon request, access may be given to the insurance policy terms and conditions. If no payment is made under the aforementioned insurances, on whatever ground, the liability of Damen & De Koning Advocaten shall be limited to twice the fee invoiced by Damen & De Koning Advocaten for the case concerned and punctually paid in the twelve months preceding the date of the event leading to liability, up to a maximum liability of € 20,000.
- 4.2 If Damen & De Koning Advocaten engages any third parties, other than within the meaning of Article 4.4, Damen & De Koning Advocaten can never be held liable by the client for any shortcomings of such third party, except for its own shortcomings which are governed by Article 4.1.
- 4.3 If the client approaches the third party directly, the client shall indemnify Damen & De Koning Advocaten against any claim by the third party in connection with such liability claim as well as all related costs on the part of Damen & De Koning Advocaten.
- 4.4 All rights of legal action and other powers of the client against Damen & De Koning Advocaten in connection with work carried out by Damen & De Koning Advocaten shall lapse as soon as a one-year period has expired since the date on which the client became aware or could have been reasonably aware of the existence of such rights and powers.
- 4.5 These general terms and conditions also constitute an irrevocable third-party clause for the benefit of "Stichting Derdengelden Damen & De Koning Advocaten", the shareholders and directors of Damen & De Koning Advocaten, as well as the (other) persons employed by and engaged on behalf of Damen & De Koning Advocaten, including but not limited to lawyers, legal associates, administrative staff and consultants of Damen & De Koning Advocaten, this without prejudice to the provisions of Article 2.1. The exemption clauses contained in Articles 2.7 and 4.2 apply to them directly. They can never be held liable by the client, without prejudice to Article 2.1, except for wilful misconduct or deliberate recklessness. In such exceptional cases the expiration clause contained in Article 4.4 shall be directly applicable to such persons. Furthermore, the liability limitations and exclusions, deadlines and indemnities contained in these terms and conditions shall also be applicable to all extra-contractual claims by the client against Damen & De Koning Advocaten, if and insofar as related to the execution of a client assignment by Damen & De Koning Advocaten.

Article 5. Disputes

- 5.1 A complaints procedure prescribed by the Dutch Bar Association is applicable to the services of Damen & De Koning Advocaten. This complaints procedure is available through www.damendekoning.nl/en/complaints-procedure. If a complaint is not resolved after having been actioned in accordance with the complaints procedure, it may be submitted to the court specified in Article 5.2.
- 5.2 The legal relationship to which these general terms and conditions apply shall be governed by Dutch law. The competent court in Amsterdam has exclusive jurisdiction on any disputes between Damen & De Koning Advocaten and the client. If Damen & De Koning Advocaten acts as claimant, however, it shall be entitled to bring the dispute before the court qualified by the client, this by way of deviation from the above.
- 5.3 These general terms and conditions have been drawn up in Dutch and in English. The Dutch wording shall be binding.