

General Terms and Conditions in force at Langelaar Klinkhamer Advocaten B.V.

1. Langelaar Klinkhamer Advocaten B.V. (hereinafter: "LKA") is a private limited company engaging in legal practice (the legal profession). LKA forms a collaborative entity with its shareholders; this comprises practices with a corporate personality employing lawyers affiliated with LKA. LKA also operates under the trade name "Ko & Co Advocaten".
2. These General Terms and Conditions apply to all instructions entrusted to LKA, including instructions issued to its shareholders and to persons affiliated with LKA.
3. Notwithstanding the provisions of Book 7 Article 404 and Article 407 paragraph 2 of the Civil Code, all such instructions are deemed to be exclusively issued to LKA, even if an instruction is (or was) explicitly or tacitly intended to be performed by a certain shareholder or person.
4. The term "persons affiliated with LKA" shall be interpreted as its employees, the third parties it engages, its directors and its shareholders (including its shareholders' directors).
5. Persons affiliated with LKA and their legal successors (if applicable) may invoke these General Terms and Conditions ("irrevocable stipulation for the benefit of third parties").
6. All liability attributable to LKA, irrespective of the basis, shall invariably be limited to the amount paid out by the insurance company in the relevant matter pursuant to LKA's applicable liability insurance, plus the excess borne by LKA in the relevant matter in connection with the aforesaid liability insurance.
7. If no payment is effected pursuant to the liability insurance referred to in Article 6, all liability shall be limited to the maximum sum of EUR 10,000 in each individual case.
8. LKA explicitly disclaims all liability for any consequential damage or consequential loss under any circumstances whatsoever.
9. LKA may not invoke such limitation or exclusion of liability in the event of intentional acts or gross negligence on the part of LKA, its directors or its *de facto* managers.
10. Notwithstanding the provisions of Book 6 Article 89 of the Civil Code, entitlement to compensation shall in any event expire 12 months subsequent to the incident which is the direct or indirect cause of the damage or loss and for which LKA is liable.

11. Neither LKA nor any persons employed at LKA at present or in the past are liable for any shortcomings on the part of third parties engaged by LKA. The client authorises LKA to accept any limitations of liability that may be stipulated by third parties on behalf of the client.
12. Performance of an instruction shall be exclusively carried out for the client. Third parties may not derive any rights from an instruction or from the results of such instruction, not even if they are directly or indirectly deemed to be an interested party. LKA disclaims all liability vis-à-vis third parties, irrespective of the basis, for work performed for a client.
13. Pursuant to the Money Laundering and Terrorist Financing (Prevention) Act, LKA may be obliged to establish the client's identity, and it is obliged to report all unusual transactions - as referred to in this Act - to the proper authorities.
14. LKA is entitled to adjust its hourly rates at regular intervals (every year with effect from 1 January).
15. In addition to the hourly rate agreed upon, all disbursements and turnover tax shall be charged to the client in an itemised invoice. Any advance payments effected by the client may be deducted from outstanding invoices at any time that LKA deems fit. Any remaining advance payments shall be deducted from the final invoice and the remaining sum shall be refunded to the client.
16. Payment of invoices sent by LKA and/or by its shareholders must be effected no later than 14 days subsequent to the invoice date, without any discount, deferment or setoff. The client must notify LKA of any objections it may have - in writing and stating the reasons - at the earliest possible opportunity, and in any event, no later than 14 days subsequent to the invoice date; such objections must be accompanied by payment of the undisputed part of the invoice.
17. If the client fails to effect payment within the period specified in Article 16, the client shall be deemed to be in default without any notice of such default being required; the client shall also be liable to pay the statutory interest as referred to in Book 6 Article 119a of the Civil Code. If the client still fails to effect payment subsequent to a demand to this effect, LKA is entitled to charge the extrajudicial collection costs to the client. The amount of the charges for extrajudicial collection costs shall be calculated in conformity with the graduated scale as specified in the Extrajudicial Collection Costs (Payments) Decree (Bulletin of Acts and Decrees 2012, 141 and 142).
18. In the event of non-payment of the fee for the work performed for the client by LKA or on its instructions, LKA is entitled to suspend performance of the aforesaid work until such time as full payment of the invoices outstanding has been effected; LKA hereby disclaims all liability for any damage or loss that may arise as a result.
19. An office complaints procedure is in force at LKA which may be invoked by its clients. This complaints procedure has been posted on the LKA website (www.langelaarklinkhamer.com) and the Ko & Co Advocaten website (www.kc-advocaten.nl).

20. Personal data is processed in connection with services provided by LKA. This refers to data provided by the client itself, or data provided in connection with performance of the agreement concluded with the client. An exact specification of the types of data processed by LKA and the purposes for which such data is processed is included in the Privacy Statement in force at LKA and at Ko & Co Advocaten. This Privacy Statement may be perused on the LKA website (www.langelaarklinkhamer.com) and the Ko & Co Advocaten website (www.kc-advocaten.nl) and may be retrieved at any time.
21. Subsequent to performance of the agreement, the client's name and e-mail address will be recorded on a list of LKA's professional contacts in order to maintain professional relations. For example, LKA may send its clients newsletters or invitations to attend gatherings of a legal nature. If clients wish to be deleted from this list, they may notify LKA thereof at any time.
22. These General Terms and Conditions are governed by Dutch law. All disputes shall be exclusively submitted to the District Court of Rotterdam.
23. These General Terms and Conditions have been compiled in Dutch as well as in English. In the event of any disputes relating to the interpretation thereof, the Dutch text shall prevail.