

## GENERAL TERMS OF HEUSSEN B.V.

1. Heussen B.V. (hereinafter referred to as "HEUSSEN") is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands with registered office in Amsterdam, its object being to conduct a practice of law (*advocatuur*) and a civil-law notarial practice (*notariaat*). A list of persons who hold shares in HEUSSEN through their respective professional service companies and who, in accordance with international practice, are also referred to as "partners", will be provided upon request. HEUSSEN is registered with the trade register of the Chamber of Commerce under number 34222303.
2. These General Terms are applicable to all work performed or to be performed by or on behalf of HEUSSEN and to all legal relationships (*rechtsbetrekkingen*) of HEUSSEN with third parties in connection therewith.
3. These General Terms have also been made and stipulated for and in favor of the partners, as referred to above, and all persons, whether or not employed by HEUSSEN, engaged by HEUSSEN in relation to the carrying out of any instruction and all persons for whose acts or omissions HEUSSEN might be held liable.
4. All assignments (*opdrachten*) are exclusively accepted and carried out by HEUSSEN, even where the expressed or implied intention is for such assignments to be carried out by a specific person. The applicability of Sections 7:404 and 7:407 (2) of the Civil Code (*Burgerlijk Wetboek*) is expressly excluded.
5. If third parties are to be involved in connection with work commissioned to HEUSSEN, HEUSSEN shall exercise due care in selecting such third party and shall, if and to the extent possible, consult with the client in advance. HEUSSEN shall not be liable for any failure or default by any such third party in the performance of its services. HEUSSEN has the right to accept, on behalf of the client, any limitation of liability stipulated by any such third party.
6. Any and all liability of HEUSSEN in respect of any work performed or to be performed by or on behalf of HEUSSEN or otherwise relating to an assignment given to HEUSSEN, shall be limited to the amount paid out to HEUSSEN in that particular case under the professional liability insurance(s) taken out by HEUSSEN, increased by the amount of the deductible (*eigen risico*) applicable under the terms of such insurance(s). If for whatever reason no payments are made to HEUSSEN under such insurance(s), liability shall be limited to three times the amount paid in the relevant calendar year by the client for the relevant assignment up to a maximum of EUR 500,000. In any event, a claim will lapse if HEUSSEN has not received written notice thereof within one year after the discovery of an event or circumstance that gives or may give rise to a claim.
7. Except in the event of willful misconduct or gross negligence on the part of HEUSSEN, the client shall indemnify HEUSSEN and hold HEUSSEN harmless from and against all claims, demands and actions at any time made or brought by any third party against HEUSSEN and which directly or indirectly result from or relate to the work or services performed or to be performed by HEUSSEN for the client or otherwise relate to the assignment given by the client to HEUSSEN, including without limitation any damages, costs and expenses incurred by HEUSSEN in connection with any such claim, demand or action.
8. HEUSSEN has a complaints regulation. A copy will be provided immediately upon request ([info@heussen-law.nl](mailto:info@heussen-law.nl)). In addition, the Complaints and Disputes Regulation for the Legal Profession (*Klachten- en geschillenregeling Advocatuur*) and the Complaints and Disputes Regulation for the Notarial Profession (*Klachten- en geschillenregeling Notariaat*) ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) shall apply to our services.
9. Unless otherwise agreed, the client shall pay to HEUSSEN a fee which is calculated on the basis of the number of hours worked multiplied by the applicable hourly rates, as such rates will be determined by HEUSSEN from time to time. In addition to the fee, the client shall pay to HEUSSEN the out-of-pocket expenses paid by HEUSSEN on behalf of the client and a compensation for regular office costs (such as regular postage, telephone, telefax, photocopying ) fixed at a percentage of the fee to be determined by HEUSSEN. All amounts due shall be increased by VAT due at the rate prevailing from time to time.
10. The invoices of HEUSSEN shall be paid within twenty-one (21) days from the invoice date. If an invoice is not paid within this period, HEUSSEN has the right to charge, without further notice of default, interest on the unpaid amount at the statutory rate from the twenty-second (22nd) day following the invoice date.
11. The legal relationship between HEUSSEN and the client or other third party shall be governed by, and shall be construed in accordance with, Dutch law.
12. All disputes arising from or in connection with (i) the work performed by or on behalf of HEUSSEN or commissioned to HEUSSEN and/or (ii) the legal relation of HEUSSEN with the client or other third party, shall be submitted to the exclusive jurisdiction of, and shall be exclusively decided by, the competent court in Amsterdam, without prejudice to the right of appeal and appeal to the Supreme Court.
13. These General Terms have been drawn up in the Dutch language and in the English language. The General Terms drawn up in the Dutch language shall at all times prevail over the General Terms drawn up in the English language.