

General Terms and Conditions

Duin Advocaat

Article 1: General

- 1.1 The term Contractor has the following meaning in these General Terms and Conditions:
Duin Advocaat, a one-person law firm practised by Janneke de Graaff, LL.M., whose office is registered in the Chamber of Commerce under number 50064703
- 1.2 The term Client has the following meaning in these General Terms and Conditions:
the natural person or legal entity that commissions the Contractor to perform general or legal work and/of general or legal services.

Article 2: Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all agreements concluded between the Contractor and the Client, unless otherwise agreed in writing prior to the conclusion of the relevant agreement.
- 2.2 These General Terms and Conditions also apply to all follow-up orders or amended or additional orders by the same Client.
- 2.3 A specific provision in the Contract for Services takes precedence over a provision in these General Terms and Conditions.

Article 3: Contract for Services

- 3.1 All services and any other work will be performed pursuant to a Contract for Services with the Client.
- 3.2 The conclusion of the Contract for Services is subject to acceptance by the Contractor.
- 3.3 A Contract for Services is concluded at the first of the following moments (i) at the moment that the Order Confirmation signed by the Contractor and the Client is received back by the Contractor (ii) the Contractor commences the execution of the order or (iii) it otherwise appears that the Contractor has accepted the order.

Article 4: Client Cooperation

- 4.1 The Client accepts that the Contractor is bound by the rules of conduct and professional rules applicable to the Contractor in the performance of the order and declares that it will always respect the obligations arising therefrom for the Contractor.
- 4.2 The Client shall be obliged to make available all information and documents which the Contractor, in its opinion, needs for the correct execution of the granted order in due time in the desired form and manner.
- 4.3 The Client is obliged to inform Contractor without delay of facts and circumstances that may be relevant in connection with the execution of the order.
- 4.4 The Client guarantees the accuracy, completeness and reliability of the data and documents made available to the Contractor, even if they originate from third parties.

Article 5 Performance of the Order

- 5.1 The Contractor shall perform the order given to it by the Client to the best of its knowledge and ability.
- 5.2 The Contractor shall keep the Client informed of important information, facts and agreements related to the order provided by the Client.

Article 6: Fee and Expenses

- 6.1 The Client owes a fee to the Contractor for the performance of the order.
- 6.2 Unless the Client and the Contractor have agreed otherwise in writing, the fee shall be calculated by multiplying the number of hours spent by the Contractor on the order by the hourly rate agreed for the order. This amount will be increased by the turnover tax (VAT) payable thereon.
- 6.3 In addition to the fee, the Client shall be obliged to pay to Contractor the expenses or disbursements incurred by Contractor for the purpose of the order. These disbursements may include but are not limited to court fees, bailiff fees, travel and accommodation expenses, costs for extracts from the Chamber of Commerce or the Municipal Personal Records Database.

Artikel 7: Payment

- 7.1 The Contractor shall at all times be entitled to require payment of a cash advance for work to be performed or costs to be incurred by it. If the Contractor requires payment of a cash advance, it shall not commence its work until the relevant advance has been credited to its account. An advance received will be offset against the last claim.
- 7.2 The fee, expenses incurred in the context of the order and turnover tax due shall - in principle - be charged to the Client on a monthly basis.
- 7.3 The Client is obliged to pay Contractor's invoices within 14 days from the date of the invoice. Payment shall be made in Dutch currency by transfer to a bank account designated by Contractor.
- 7.4 The Client is not permitted to set off Contractor's invoices against a claim against the Contractor and/or to suspend its payment obligations.
- 7.5 If the term of payment referred to in 7.3 is exceeded, the Client shall be in default by operation of law and shall owe default interest equal to the applicable statutory interest rate.
- 7.6 If the Contractor takes recovery measures against the Client who is in default, the costs of such recovery - with a minimum of 10% of the outstanding invoice - shall be borne by the Client.
- 7.7 If the Client fails to pay one or more of the Contractor's invoices on time and in full, the Contractor shall be entitled to immediately suspend the further performance of the order, and all that the Client owes the Contractor shall become immediately due and payable.

Article 8: Liability

- 8.1 The Contractor has taken out professional liability insurance. Any liability of the

Contractor towards Clients and third parties for damages is limited to the amount to which the professional liability insurance taken out by the Contractor gives entitlement for the relevant case, including the excess payable by the Contractor under the policy conditions. Further information on the content of the policy conditions will be provided upon request.

- 8.2 If, for whatever reason, the Client should be liable for damage that is not compensated or not compensated in full by its insurer, the Contractor's liability shall be limited to the fee charged for the order in question, with a maximum of €10,000.00.
- 8.3 The Contractor shall not be liable for any shortcomings or negligence of third parties engaged by it in the execution of the order. The Client hereby authorises the Contractor to accept general terms and conditions with any limitations of liability stipulated by these third parties also on behalf of Client.
- 8.4 The Client shall indemnify the Contractor against all third-party claims relating to the work performed for the Client, except in the event that the Contractor is guilty of wilful intent or gross negligence.
- 8.5 If an error is made because the Client has provided the Contractor with incorrect or incomplete information, the Contractor shall not be liable for any resulting damage.

Article 9: Applicable Law

- 9.1 All contracts between the Client and the Contractor is governed by Dutch law.
- 9.2 Disputes arising from a contract between the Client and the Contractor can only be submitted for settlement to the competent court in the Court District of The Hague.

Article 10: Amendment of General Terms and Conditions

- 10.1 The Contractor is entitled to amend and/or supplement these General Terms and Conditions. The Client will be notified in advance in writing of any change and/or addition. The most up-to-date version of these Terms and Conditions can be accessed via the Contractor's website (www.duinadvocaat.nl).

These General Terms and Conditions were filed with the District Court of The Hague on 8 September 2010 under number 63/2010.