



GENERAL TERMS AND CONDITIONS OF UNGER NOLET ADVOCATEN

1. Unger Nolet Lawyers is a partnership of lawyers. A list of the partners will be provided upon request. The partnership consists of two private limited companies.

Execution of the assignment and auxiliary persons

2. Notwithstanding the provisions contained in Articles 7:404, 7:404(2) and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*), all assignments will be accepted and carried out exclusively by the partnership. This means among other things that the assignments are granted to Unger Nolet Lawyers as such, with a view to substitution in the event that a particular person is on holiday, is ill, etc. Furthermore, the joint and several liability of the partnership's partners is hereby excluded.
3. The partnership will act in accordance with sound business practice when it performs all work and when it selects auxiliary persons, servants or agents and third parties.
4. Any liability on the part of the partnership or its partners is limited to the amount that is paid out in respect of the incident in question under the applicable professional liability insurance policy in accordance with the guidelines of the Dutch Bar Association (*Nederlandse Orde van Advocaten*) plus the amount of the insurance excess that cannot be charged to the insurance company, except in the case of an intentional act or omission or gross negligence on the part of the partnership. If for any reason whatsoever no benefits are paid out under the above-mentioned insurance policy, any and all liability is limited to the amount that the partnership has charged the principal in fees in respect of the matter in question in the year in question. Any claim against the partnership and/or against the natural persons or legal entities referred to in Article 15 of these General Terms and Conditions will become time barred and will lapse 12 months after the injured party became aware or should have become aware of the incident that caused the damage.
5. The choice of auxiliary persons, servants or agents and third parties to be engaged by the partnership will be made, if possible, in consultation with the principal and with all due care. The partnership is not liable for any shortcomings of such third parties.
6. The partnership will be liable for shortcomings of the auxiliary persons, servants or agents or third parties only if and insofar as the damage that ensues from their shortcomings can be recovered from such auxiliary persons, servants or agents or third parties. The partnership is authorised to accept any limitations of liability of such auxiliary persons, servants or agents and third parties on behalf of the principal.

Rights of third parties

7. The assignment that is granted will be carried out for the benefit of the principal. Third parties will not be entitled to derive any rights from the content of the work performed and the results of such work.
8. The principal indemnifies the partnership against any and all claims brought by third parties, including the costs that the partnership incurs in connection with such claims, that are in any way related to the work performed for the principal, except in the case of an intentional act or omission or gross negligence on the part of the partnership.
9. If the principal informs third parties about the content of the work that the partnership performs for him, the principal will be obliged towards the partnership to notify such third

parties that the work in question was performed subject to the applicability of these General Terms and Conditions. If a third party wishes to make use of the content of the work in any way, that third party will be bound by the content of these General Terms and Conditions.

Legal aid

10. The principal declares that he is aware that if the partnership requests legal aid on his behalf from the Dutch Legal Aid Council (*Raad voor de Rechtsbijstand*), the Legal Aid Council will be entitled to request information about the principal (and possibly about his partner) from government agencies such as the Dutch Municipal Personal Records Database (*Gemeentelijke Basisadministratie*) and the Dutch Tax and Customs Administration (*Belastingdienst*) in order to comply with its statutory duties.

Payments

11. The fee statements that the partnership sends must be paid within 14 days, without the principle being entitled to invoke any discount, suspension and/or setoff. If payment is not made within that term the principal will be deemed to be in default. The partnership is entitled to determine from which outstanding claim against the principal a payment received by the partnership will be deducted, unless the principal explicitly indicates otherwise when he makes payment.

Advances

12. The partnership is entitled at all times to request the principal to pay one or more advances, which will be set off prior to the provision of services or the continued provision of services. If the principal fails to pay such an advance the partnership will be entitled, after giving prior notice, to refrain from commencing the provision of services or to suspend or cease the provision of services. Unless the parties have explicitly agreed otherwise the advance will be set off against the final fee statement in respect of the matter in question. The partnership is also entitled to set off the advance against the principal's unpaid fee statements in respect of the matter in question or in other cases. The partnership is entitled to adjust the rates (including the fees) effective from a future date.

Complaint and Dispute Settlement

13. The services provided by the partnership are governed by the Complaint and Dispute Settlement Rules of the Dutch Bar Association (*Klachten- en Geschillenregeling Advocatuur*), with the exception of disputes that relate to the collection of one or more fee statements that the partnership has sent to the principal.
14. Any legal disputes between the principal and the partnership shall be governed by Dutch law. The services of the partnership are provided from Amsterdam, therefore the court of Amsterdam shall have jurisdiction in the event of any disputes.

Damage

15. The damage sustained by the partnership as a result of any attributable breach on the part of the principal in respect of his obligations towards the partnership also includes any and all costs related to judicial and extrajudicial measures. If the principal's breach is related to a failure to make timely payment of the fee statements sent by the partnership, the costs to be incurred by the partnership in connection with extrajudicial aid are hereby set at 15% of the principal amount due, with a minimum of EUR 200, plus the turnover tax due.



Data processing

16. The partnership is entitled to remove from its archives and destroy any files and any and all documents that they contain, including documents that belong to the principal and/or third parties, if 10 years or more have passed since the time at which the matter that was handled by the partnership was closed.

General

17. These General Terms and Conditions are also stipulated in respect of: the partners of the above-mentioned partnership, including their present and former directors (if any) and direct or indirect shareholders, the *Stichting Derdengelden Unger Nolet advocaten* trust account association, including their present and former directors, the former partners and any and all parties who presently work for them or for the partnerships or who did so in the past and their heirs, whether in accordance with an employment contract or otherwise.

These General Terms and Conditions have been included on the partnership's website:
www.ungernolet.nl