

GENERAL TERMS AND CONDITIONS CITIUS ADVOCATEN

CITIUS advocaten is a partnership (in Dutch: maatschap) of limited liability companies with its registered office in Amsterdam. A list of participants in CITIUS advocaten through their respective limited liability companies and who are also referred to as “partners”, will be provided upon request.

These general terms and conditions apply to all activities performed or to be performed by or on behalf of CITIUS advocaten and also to all its legal relationships with third parties and shall also apply to a client’s supplementary and follow-up assignments.

All persons engaged in the execution of any activities assigned to CITIUS advocaten, irrespective of whether they are still working for CITIUS advocaten, are entitled to rely on these general terms and conditions. These general terms and conditions also apply to the managing directors of the private limited companies mentioned above.

ARTICLE 1

CITIUS advocaten is the sole contractor in respect of all activities. All assignments are exclusively accepted and performed by CITIUS advocaten, even if it is the client’s explicit or implied intention that assignments shall be carried out by a specific attorney. The applicability of Book 7, Articles 404 and 407(2) of the Dutch Civil Code is explicitly excluded.

ARTICLE 2

The client agrees that for the fulfilment of the assignments the attorney may engage third parties, such as bailiffs and experts. CITIUS advocaten is not liable for errors or shortcomings of such a third party. CITIUS advocaten has the right to accept a limitation of liability stipulated by such a third party on behalf of the client. The costs of such third parties are not included in the legal fees, but shall be separately passed on to the client as disbursements.

ARTICLE 3

Except in case of wilful intent on the part of CITIUS advocaten, the client indemnifies CITIUS advocaten and shall hold CITIUS advocaten harmless from and against any claims, rights and causes of action a third party may have or may lodge against CITIUS advocaten at any time and that directly or indirectly ensue from or are connected with the activities and services performed or to be performed by CITIUS advocaten for the client or that are otherwise related to the client’s assignment to CITIUS advocaten, including but not limited to loss, damage, costs and expenses suffered or incurred by CITIUS advocaten in connection with any of such claim, right or cause of action.

ARTICLE 4

Unless agreed otherwise, the legal fees to be invoiced consist of the hours worked for the client, multiplied by the agreed hourly rate, and increased by the office costs, any disbursements and VAT. Invoicing shall be effected on a monthly basis, or at moments when there are reasons to do so. Invoices shall be paid within 14 days after the date of invoice whereby in the event of failure to do so the client will be deemed to be in default at which moment CITIUS advocaten has the right to charge the statutory (commercial) interest and the (extra)judicial collection expenses.

ARTICLE 5

Any liability on the part of CITIUS advocaten and the attorneys working on behalf of CITIUS advocaten shall be limited to the amount to be paid out in the relevant matter under the professional liability insurance policy or policies concluded by CITIUS advocaten. If for any reason whatsoever no payment is made under the terms of the said professional liability insurance policy, the liability referred to hereinabove shall be limited to the fee charged and paid in the case concerned, with a maximum of EUR 20.000 per event whereby a sequence of successive and related events shall be considered as one single event. This limitation does not apply in the case of wilful intent.

ARTICLE 6

All rights of claim and other powers that the client has for whatever reason vis-à-vis in relation to the performance of the work carried out by CITIUS advocaten needs to be stressed by the client in writing on the shortest term possible and will, in any event, lapse one year after the date on which the client became aware or could reasonably have been aware on the existence of these rights and powers. In all cases, the aforementioned rights and powers lapse two years after the performance of CITIUS advocaten.

ARTICLE 7

Fulfilment of the assignments provided to CITIUS advocaten shall be effected exclusively for the benefit of the client. Third parties cannot derive any rights from the activities performed by CITIUS advocaten nor of the outcome thereof. Client is not allowed put the results of the activities performed by the attorneys performing under the name of CITIUS advocaten at third parties disposal unless upon written consent thereto and only if and insofar as such third parties have accepted the applicability of these general terms and conditions.

ARTICLE 8

The legal relationship on which these general terms and conditions are applicable is governed exclusively by and subject to the Dutch law.

On all assignments provided to CITIUS advocaten is the Complaints and Dispute Settlement Scheme for the Legal Profession (in Dutch: Geschillenregeling Advocatuur) is applicable. All disputes shall be settled in line this with Complaints and Dispute Settlement Scheme for the Legal Profession, unless in the case of a dispute between CITIUS advocaten and a client not acting in his business or profession, the client concerned applies to the competent court according to the law within a month after the appeal of CITIUS advocaten to the Complaints and Dispute Settlement Scheme for the Legal Profession. In the event the Complaints and Dispute Settlement Scheme for the Legal Profession does not cover a dispute, the court in Amsterdam has exclusive jurisdiction.

CITIUS advocaten has an internal scheme for complaints, which is applicable on all assignments provided to CITIUS advocaten.

ARTICLE 9

These general terms and conditions have been drawn up in Dutch and in English. In the event of any disparity or contradiction between the Dutch text and the English text of these general terms and conditions or any difference in their construction, the general terms and conditions drawn up in Dutch will prevail.