

General Terms and Conditions for Trip Advocaten & Notarissen B.V.

All commissions granted by clients shall be deemed to have been given exclusively to Trip Advocaten & Notarissen B.V. ("Trip") and to be carried out by them, even if the commission is expressly or tacitly understood to be carried out by a specific person. The application of Section 7:404 of the Dutch Civil Code ("DCC"), which provides for this case, and the operation of Section 7:407 subsection 2 DCC, which establishes joint and several liability in the event a commission is received by two or more persons, shall be excluded entirely.

If in connection with the execution of the commission a circumstance should unexpectedly occur, which includes failure to act, leading to liability on Trip's part or (previously) to any (legal) persons associated with it, the joint and several liability of Trip and those (legal) persons shall always be restricted to the amount paid out in the relevant case by the professional liability insurer(s) of Trip, plus the amount of the deductible which under the terms and conditions of insurance based on which the payment is made, shall be for Trip's account. Information on the professional liability insurance(s) shall be forwarded upon request. If and insofar for whatever reason no payment should take place under the professional liability insurance(s), every joint and several liability, as referred to in this Clause, shall be restricted to the amount of € 200,000. The liability restriction in this Clause shall also apply in case Trip has wrongly refused a commission resulting in damage. In the event of intent and/or gross negligence on the lawyer's part, the liability restriction referred to in this Clause shall not apply.

When deploying third parties in the execution of the assignment, Trip shall always exercise due care. All liability on Trip's part for unexpected shortcomings of any third parties deployed shall be excluded. Trip shall be authorised in all cases to accept third party liability restrictions.

All claims made by clients shall lapse if they have not been submitted to Trip in writing and stating reasons within one year after the person granting the assignment was aware of, or could reasonably have been aware of, the facts on which he bases his claims and in any case five years after the date of the final invoice.

The client shall indemnify Trip against any third-party claims and associated costs to be incurred by Trip, including reasonable costs for legal assistance, which claims result from work carried out by Trip on client's behalf.

Unless expressly agreed otherwise, the fee which Trip shall charge its client shall be calculated based on the number of hours worked, times the hourly rates which Trip establishes twice annually for each of the staff members working for Trip. The hourly rate may be multiplied by a factor depending on the professional experience and expertise of the person who actually carries out the assignment, the financial relevance and the level of urgency associated with the assignment. The advances paid by Trip for the client shall be charged separately. Also, Trip shall charge a percentage of the fee to be established annually to cover general office expenses, including postage, telephone, fax and copy costs.

The legal relationship between the client and Trip shall be governed by Dutch law. The Dutch Court shall have exclusive jurisdiction to hear of any differences between client and Trip.

The General Terms and Conditions are drawn up in Dutch and English; the Dutch text shall prevail in case of any discrepancy between the English and the Dutch version.