

General Terms and Conditions

Article 1. MARK Advocaten is a cost-sharing partnership

The partnership consists of mr. J.M. van Gool, mr. D.M.F. Snelder, Ms. mr. C.M. van den Reek, Ms. mr. J.L.P. Heuts, Ms. mr. M. Hofland, Advocatenkantoor De Maaré B.V., mr. W.G.M. Vos, Ms. mr. K. Boerjan and Ms. mr. C.P. van den Eijnden.

Article 2. Applicability of the General Terms and Conditions.

Engagements are granted only by the principal (hereinafter also referred to as: "client") to one or more individual members of the partnership. A member of the partnership who has accepted the engagement (hereinafter also referred to as: "lawyer engaged" or "contractor") is considered an individual contractor. The partnership itself shall never be considered contractor, and the engagement shall not be binding on the partnership.

These General Terms and Conditions apply to all orders, work and services (hereinafter referred to as "engagements"), and any additional and follow-up orders provided by the client to one or more individual members of the partnership and all those who – under an employment agreement or otherwise – perform work for the (individual) members of the partnership, and third parties as referred to in article 4.

The applicability of general conditions to which the documents provided by the client refer, are hereby expressly rejected.

Article 3. Engagements and liability

All engagements are considered to be recorded in an engagement agreement concluded with the lawyer concerned. An agreement shall not be concluded until after it has been accepted by the lawyer concerned.

Third parties cannot derive any rights from an engagement, services provided or their results. All engagements are accepted and performed by the lawyer concerned exclusively for the benefit of the client, setting aside the articles 7:404 Dutch Civil Code ("BW"), 7:407 paragraph 2 BW and 7:409 BW.

Client agrees that, where appropriate, a different lawyer may provide services (for instance in case of absence of the lawyer engaged or in case of specific expertise). Also, third parties may be engaged (for instance process servers or other experts).

The liability of the lawyer engaged is limited to the amount paid out under the professional liability insurance that has been taken out by the lawyer engaged, increased by the deductible excess. The lawyer engaged has a professional liability insurance that complies with the rules that have been determined by the Netherlands Bar ("Nederlandse Orde van Advocaten") that apply on the date at which these General Terms and Conditions have been established.

If, for whatever reason, no insurance payment is made, the liability (for whatever reason) of the lawyer engaged shall be limited to the fee charged by the lawyer engaged and paid for the engagement concerned during the calendar year concerned. All claims shall lapse if they have not been substantiated and submitted in writing, together with all relevant proof, to the lawyer engaged, within one year after the facts and circumstances upon which the claim is based have become or reasonably should have become known to the client or third party.

Client indemnifies the lawyer engaged from and against any and all claims brought by third parties and is obliged, upon request, to compensate the lawyer engaged for the reasonable costs of defense against such claims.

Article 4. Contracting third parties

The lawyer engaged will exercise due care as a service provider if third persons (including but not limited to foreign lawyers, accountants, damage surveyors, process servers, experts, consultants of service providers), not employed with his firm are contracted. However, the lawyer contracted shall not be liable for any mistakes or any failure on the part of such third parties, except in case of intent or gross negligence on the part of the lawyer engaged, and shall have the right, to accept, without prior consultation with the client, and also on behalf of the client, any limitation of liability on the part of third parties contracted by the lawyer engaged.

Article 5. Fee and expenses

Unless otherwise agreed the fee is determined by the number of hours worked, multiplied by the hourly fee determined for the engagement concerned by the lawyer engaged. In addition to that the client shall owe the amount of the expenses (including but not limited to court registry duties, fees for process servers, travel and accommodation expenses, as well as – if applicable – third-party costs). All amounts are expressed exclusive of btw.

Unless otherwise agreed the lawyer engaged will bill the client in principle each calendar month. The lawyer engaged may request from client an advance payment prior to commencement of the engagement, or request a further advance payment during performance of the engagement. The lawyer engaged is not obliged to commence or continue services until after receipt of the (further) advance. An advance will be balanced in the final bill for the engagement.

Article 6. Payment

Payment of the bills must take place without suspension or set-off, within 14 days after invoice date. If payment has not been received within such time the lawyer engaged shall have the right to suspend the services for client without any notice of default being required, in which case client shall be liable for statutory interest and extrajudicial costs, in which case the following applies:

- a. to the extent that client did not act in the exercise of a profession or operation of a business, contractor shall claim an amount equal to the statutory maximum compensation for extrajudicial costs of collection, as specified in and to be calculated in accordance with the Dutch Extrajudicial Collection Costs Decree (“Besluit vergoeding voor buitengerechtelijke incassokosten”), to the extent that the outstanding amount – after the default occurred – has not yet been paid by client after a payment reminder to that effect, within 14 days from the day after the day of the payment reminder.
- b. to the extent that client acted in the exercise of a profession or operation of a business, contractor shall claim extrajudicial costs (of collection) which costs, in that case, by way of derogation from article 6:96 paragraph 4 Dutch Civil Code (“BW”) and by derogation from the Netherlands Extrajudicial Collection Costs Decree are determined, now and for henceforth, to be the amount equal to 15% of the entire outstanding principal amount, with a minimum of € 75,- for each bill or part thereof that has not been paid.

Article 7. Termination of the agreement

Either party may terminate the agreement, if so desired effective immediately, by giving notice of termination. Client shall remain obliged to settle the fee and additional costs for the services provided until the time of termination.

Article 8. Confidentiality

MARK Advocaten, as well as any separate lawyer engaged, is obliged to observe confidentiality under the regulations and guidelines of the Netherlands Bar.

Transmission of email and other forms of data transfer takes place in an unencrypted form, as a result of which confidentiality is not guaranteed. The lawyer engaged is not responsible for any incorrect or incomplete transmission of information or any delay in the receipt of email and other forms of data transmissions.

The lawyer engaged expressly reserves the right to submit file documents to the Dutch Legal Aid Board ("Raad voor Rechtsbijstand") after a request to that effect from the Legal Aid Board.

Article 9. Applicable law and jurisdiction

The legal relationship between the client and the lawyer engaged is governed by Dutch law exclusively. All disputes will, in the first instance, be submitted to the jurisdiction of the Zeeland-West-Brabant court of law ("rechtbank Zeeland-West-Brabant"), location Breda, which is hereby declared the competent court of law.