

## Article 1: Haersolte Legal

- 1.1. These general terms and conditions apply to all work commissioned to Haersolte Legal unless otherwise agreed in writing with the Client.
- 1.2. These general terms and conditions also apply to any additional or follow-up work commissioned by the Client.
- 1.3. Haersolte Legal is owned by Johan C. van Haersolte (sole proprietorship / 'eenmanszaak') and registered at the Dutch Chamber of Commerce under no. 5427 9364.

## Article 2: Assignments and the Client

- 2.1. All assignments are accepted and shall be carried out by Haersolte Legal exclusively on behalf of the Client.
- 2.2. Applicability of the sections 7:404, 7:407 paragraph 2, and 7: 409 of the Dutch Civil Code is expressly excluded.
- 2.3. The Client is whoever makes the assignment whether for itself or for or on behalf of anyone else. Any party making such assignment for or on behalf of an 'end user' client warrants that that party shall be bound to the assignment. Unless otherwise agreed in writing, Haersolte Legal is entitled to consider the party issuing the assignment on behalf of a third party to constitute a commissioner ("*lasthebber op eigen naam*") for that other party.

## Article 3: Liability

- 3.1. Haersolte Legal is only liable for damages in case of gross negligence, wilful misconduct or intent and shall never be liable for indirect, consequential or punitive damages.
- 3.2. Any liability of Haersolte Legal is limited to the fee invoiced during the six months prior to the event on which the liability has been based, to a maximum of € 25,000 (twenty five thousand).
- 3.3. A claim against Haersolte Legal shall lapse in any event one year after it became known or could reasonably have become known.
- 3.4. The Client shall indemnify Haersolte Legal against any claims by third parties and the expenses to be incurred by Haersolte Legal in connection with these, if these are in any way connected with the work carried out for the Client.
- 3.5. Haersolte Legal is not liable for failures on the part of third parties whether or not engaged by it and is authorised to accept any limitations of liability of third parties on behalf of the Client.

## Article 4: Invoices and advance payments

- 4.1. Unless otherwise agreed in writing, fees shall be calculated by multiplying the hours spent by the hourly rate agreed upon.
- 4.2. The amounts to be charged can be increased with the costs that, within reason, are incurred on behalf of the carrying out of the assignment (such as invoices from bailiffs, procurators litis, experts, other third parties, court fees, costs of travel and accommodation). These costs will be charged separately.
- 4.3. Invoices will be sent on a monthly basis, or in accordance with the progress of the work. They are provided with a specification of the work performed and costs incurred.
- 4.4. All amounts to be invoiced will be increased by statutory VAT.

- 4.5. The payment term shall be 14 days from the date of the invoice. The person addressed can not invoke suspension or settlement. The work may be suspended for as long as payment in full has not taken place.
- 4.6. Haersolte Legal may require an advance payment (deposit) and the work may be suspended for as long as that payment has not taken place.

## Article 5: Miscellenea

- 5.1. All information received through its Client which is marked or which is to be understood as confidential shall be kept secret by Haersolte Legal. Haersolte Legal will take appropriate measures to safeguard the confidentiality of the data received from its Client.
- 5.2. The Client agrees with electronic data exchange (internet and e-mail) and is aware that despite all the security provisions taken into account by Haersolte Legal, absolute certainty cannot be provided against unauthorized consultation by third parties.
- 5.3. Haersolte Legal may use the client's name and a short description of the activities performed for future reference and marketing purposes unless this would violate article 5.1 of these General Terms and Conditions.
- 5.4. Any assignment to Haersolte Legal is not intended as an employment contract. There is no supervisory relationship between Haersolte Legal and its Client.
- 5.5. A Dutch version of these General Terms and Conditions is available. In the event of any discrepancy between the Dutch and English versions, the Dutch version shall prevail.

## Article 6: Choice of law and choice of forum

- 6.1. All assignments and all legal relationships resulting from them shall be governed by Dutch law. Any disputes with respect to those assignments and the legal relationships resulting from them shall be submitted exclusively to the competent court in The Hague, The Netherlands.