

General Terms and Conditions of Arslan & Ersoy Advocaten B.V.

SCOPE

- 1.1 These terms and conditions are applicable to each assignment given to Arslan & Ersoy Advocaten B.V. (hereinafter also: "**AE**"), including any subsequent assignment or amendment or additional assignment.
- 1.2 These terms and conditions apply to anyone who works at AE (as a partner or as an employee), any party that is engaged by AE, and every party for whose acts or omissions AE is or could be liable.
- 1.3 The application of any other general terms and conditions is hereby expressly excluded.

THE ASSIGNMENT

- 1.4 Assignments are exclusively accepted by AE. This applies even if the express or implied intention of the client is that the assignment is performed by a certain person. The application of Articles 7:404, 7:407 and 7:409 Dutch Civil Code (*Burgerlijk Wetboek*) is hereby expressly excluded.
- 1.5 Unless the client has agreed that the assignment will be performed by a certain person, AE is free to determine which of its partners or employees shall be engaged in the performance of the assignment.

LIABILITY

- 1.6 If the performance of an assignment by AE gives rise to liability, this liability shall always be limited to the amount that is paid in such case under the relevant liability insurance of AE, plus the amount of the deductible that in such case is for the account of AE under the applicable insurance agreement. The content and conditions of the professional liability insurance exceed the requirements set by the Dutch Bar Association (*Nederlandse Orde van Advocaten*), established in The Hague. Upon request, a summary of the insurance cover and the insurance certificate will be sent to you.
- 1.7 If for any reason whatsoever no payment takes place under the insurance referred to in 3.1., any liability is limited to an amount not exceeding € 5,000.
- 1.8 The performance of the assignment given is exclusively for the benefit of the client. Third parties cannot derive any rights therefrom.
- 1.9 Claims for payments of damages shall expire one year after the date the client became aware of the damage and the potential liability of AE for this damage.

OBLIGATIONS OF THE CLIENT

- 1.10 The client indemnifies AE and its auxiliary persons against claims by third parties purporting to have sustained damages by or in connection with work performed by AE on behalf of the client and against the costs incurred by AE in connection with putting forward a defence against such claims.
- 1.11 Payment of invoices of AE must take place, without suspension or set off, within 15 days of the invoice date unless another payment period is agreed. In the event of failure to pay within this period, the client is in default and the client is liable for

payment of statutory interest as referred to in Article 6:119a Dutch Civil Code, and for all costs incurred by AE in connection with the collection costs. Notwithstanding immediate written objections by the client, AE and its Foundation(s) for Clients' Funds is entitled to set-off funds received for or from the client against or for payment of that which the client owes AE. All (extra) judicial costs in connection with the collection of outstanding invoices – with a minimum of 15% over the amount to be collected – are for the account of the client. The judicial costs are not limited to the settling of the costs of the proceedings, but will be wholly borne by the client if it is (mainly) unsuccessful in such action.

ENGAGEMENT OF THIRD PARTIES

- 1.12 AE is entitled to engage third parties for the performance of the assignment. The choice of third parties engaged by AE, where possible and within reason, will take place on consultation with the client and subject to the exercise of due care. AE is not liable for shortcomings of these third parties, except in the event of intent or gross negligence of AE.
- 1.13 If these third parties limit their liability in connection with the performance of an assignment of the client, AE shall if necessary thereby assume and confirm that all assignments it accepts from the client include the authority to accept such a limitation of liability on behalf of the client.

FEES

- 1.14 AE is entitled to amend the hourly rate and expense allowances it charges. If the amendment involves an increase of more than 10%, or if there is an increase within three months of the conclusion of the assignment between AE on one hand and the client on the other hand, the client has the right to terminate the agreement. The right of termination shall expire on the 15th day after the date the first invoice was sent to the client after the increase of the basic hourly rate and/or the aforementioned expense allowance.

MISCELLANEOUS

- 1.15 In the event of discrepancy between these terms and conditions and the assignment to which these terms and conditions have been declared applicable, the provisions in the assignment confirmation will prevail.
- 1.16 These terms and conditions and the assignment confirmation, including any subsequent assignment or amendment or supplemental assignment, form the entire agreement between AE and the client. Any prior agreements, arrangements, understandings or statements are hereby revoked.
- 1.17 Amendments to these terms and conditions or the assignment confirmation are only possible and valid insofar as all parties have given their consent in writing or electronically.
- 1.18 AE is entitled to amend these terms and conditions. The amended terms and conditions shall be deemed to be accepted if the client has not objected to the amended terms and conditions within 14 days of such amended terms and conditions being sent to it or having become known.
- 1.19 These terms and conditions are drawn up in the Dutch language and in various other languages; the Dutch text is binding in the event of any difference in content or scope.

APPLICABLE LAW AND JURISDICTION

1.20 All agreements between the client and AE are governed by Dutch law.

1.21 Disputes shall be resolved exclusively by the competent court in one of the districts where AE is established. Nevertheless, AE has the right to submit disputes to the competent court of the domicile of the client.