

GENERAL TERMS AND CONDITIONS GRIFFITHS ADVOCATEN

1. Partnership

Griffiths Advocaten ("Griffiths") is a partnership consisting of private limited liability companies ("the partners"). A list of the partners will be provided upon request.

2. Assignments

- 2.1 All assignments are accepted and carried out by Griffiths. This also applies if it is the express or implied intention that the assignment is carried out by a specific person. The applicability of Section 7:404 and Section 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
- 2.2 All assignments given to Griffiths are governed by Dutch law.
- 2.3 Griffiths does not provide any advice regarding foreign law or tax law.
- 2.4 Griffiths shall be authorised to call in third parties on behalf of the client. Where possible this will be done in consultation with the client. The selection of bailiffs and local support counsel (*procureurs/procesadvocaten*), however, will take place without consultation. Griffiths shall be authorised to accept limitations of liability from such third parties on behalf of or for the client's burden.
- 2.5 The client shall indemnify Griffiths against all claims by third parties and the expenses to be incurred by Griffiths in connection with such claims, insofar as these are in any way connected with the work carried out for the client.
- 2.6 All assignments will be carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the contents thereof.
- 2.7 For a period of seven years after closing a case, the records associated with it will be stored in the archive of Griffiths, after which it will be destroyed without further notice.
- 2.8 These general terms and conditions shall govern any and all assignments given to Griffiths. In the event of these general terms and conditions are revised, the revised general terms and conditions shall apply to all new assignments as of the date of publication on www.griffithsadvocaten.nl. These general terms and conditions have been drawn up in Dutch and in English. Solely the Dutch language version shall be legally binding.

3. Remuneration and debt collection

- 3.1 The fees of the lawyers working for Griffiths vary according to their experience and specialist expertise. Griffiths shall have the right to adjust the fees periodically.
- 3.2 Fee notes of Griffiths shall be paid within 14 days, in the absence of which the client shall be in default. In that case the client shall be liable to reimburse to Griffiths all judicial and extra-judicial collection charges, including but not limited to the full legal fees, as well as the statutory interest.

- 3.3 Griffiths is at all times entitled to request advance payments for work to be carried out and expenses to be incurred. These will be set off during or at the end of the assignment.

4. Liability and lapse of rights

- 4.1 Except in the event of damages resulting from intent or conscious recklessness of any of the partners, any liability of Griffiths for any damages incurred by the client or any third party shall at all times be limited to the amount that is paid out in the relevant matter under the professional liability insurance taken out by Griffiths, increased by the deductible that is at the expense of Griffiths in such case pursuant to the insurance cover notes. This insurance has limited cover, inter alia with respect to the amount of the damages and the number of insured events per year. A copy of the insurance cover note will be made available upon request. Should no payment be made by virtue of said insurance policy, regardless of the grounds, the liability of Griffiths shall be limited to three times the fees invoiced by Griffiths in connection with the case concerned in the twelve calendar months preceding the date on which the event leading to liability occurred, up to a maximum of € 50.000.
- 4.2 In the event that Griffiths calls in third parties other than those referred to in clause 4.4, Griffiths shall not be liable for any failure to perform on the part of such third parties except for failure to perform on the part of Griffiths itself (to which the provisions in clause 4.1 shall apply). If the client directly takes legal action against a third party, the client shall be obliged to indemnify Griffiths against any claims of such third party in connection with such liability claim as well as against all expenses to be incurred by Griffiths.
- 4.3 All rights, claims, actions and other powers of the client towards Griffiths in connection with work carried out by Griffiths shall lapse if they have not been exercised within twelve calendar months after the date on which the client became aware of – or could in all fairness have been aware of – the existence of such rights, claims, actions and other powers.
- 4.4 These general terms and conditions are also stipulated for the benefit of the partners as well as the (direct or indirect) shareholders and directors of those companies, as well as the (other) persons working for and on behalf of Griffiths, without prejudice to the provisions of clause 2.1; the exemption clauses contained in clauses 2.5 en 4.2 shall apply directly to them, and (always without prejudice to the provisions of clause 2.1) under no circumstances can they be held liable by the client, save in the event of intent or conscious recklessness. Where any of those exceptions applies, the provisions of clause 4.3 shall directly apply for the benefit of these persons. Furthermore, the limitations of liability, the arrangements regarding the lapse of rights and the exemption clauses contained in these general terms and conditions shall also apply to any and all extra-contractual claims of the client against Griffiths (including any claims in respect of any tort liability of Griffiths) where such claims arise from or relate to Griffiths carrying out any assignment.

5. Disputes

All assignments given to Griffiths shall be subject to the Complaints Procedure of Griffiths; more information about the Complaints Procedure will be made available upon request. If a complaint is not resolved through the process set out in the Complaints Procedure or a dispute falls outside the scope of the Complaints Procedure, the court in Amsterdam shall have exclusive jurisdiction over the relevant complaint or dispute.