

GENERAL TERMS AND CONDITIONS

April 2016

1. Windt Le Grand Leeuwenburgh B.V. is a company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), established under Dutch law for the purpose of carrying on a law practice. In these General Terms and Conditions, "Windt Le Grand Leeuwenburgh" means Windt Le Grand Leeuwenburgh B.V. The term "persons affiliated with Windt Le Grand Leeuwenburgh" is taken to mean the persons that act, or have acted, for or on behalf of Windt Le Grand Leeuwenburgh and/or one of its group companies, whether or not in the employ or service of Windt Le Grand Leeuwenburgh.
2. These General Terms and Conditions are applicable to any engagements awarded to Windt Le Grand Leeuwenburgh and to any legal relationship that arises as a result thereof or in connection therewith. These General Terms and Conditions are also stipulated for persons affiliated with Windt Le Grand Leeuwenburgh, any third party who, whether or not in the employ of Windt Le Grand Leeuwenburgh, is involved by Windt Le Grand Leeuwenburgh in the performance of any engagement or who is or may be liable in connection therewith, as well as all respective legal successors by operation of law (*onder algemene titel*). The applicability of any general terms and conditions of the client are specifically excluded.
3. These General Terms and Conditions (as amended and/or restated from time to time) together with the engagement letter, represent the entire agreement between Windt Le Grand Leeuwenburgh and the client. In case any provision in the engagement letter deviates from these General Terms and Conditions, the engagement letter shall prevail.
4. Windt Le Grand Leeuwenburgh may amend or replace General Terms and Conditions from time to time. In such circumstances we shall notify the client of the changes. Unless the client informs us otherwise within 14 days of such notification, the new or amended General Terms and Conditions will become part of the engagement.
5. Contrary to the provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code (*BW*), an engagement will be deemed to have been accepted and performed exclusively by Windt Le Grand Leeuwenburgh, even where the express or implied intention is for such engagement to be performed by a specific person affiliated with Windt Le Grand Leeuwenburgh. Contrary to the provisions of Section 7:409 of the Dutch Civil Code, the persons affiliated with Windt Le Grand Leeuwenburgh are not personally obliged or liable to perform such engagement, and the death of any of them does not terminate the engagement, even if the engagement is awarded with the intention of it being performed by a specific person.
6. The engagement will not include instructions for advice or for conducting proceedings on tax related issues irrespective of whether such issues arise or may arise out of the engagement unless expressly requested by the client and agreed in writing. The engagement will only include instructions for advice or for conducting proceedings on Dutch law issues, irrespective of whether such issues arise or may arise out of the engagement.
7. Under the current regulations, Windt Le Grand Leeuwenburgh is obliged, when accepting an engagement, to establish the identity of the client, to verify whether there is no reasonable evidence that the purpose of the engagement is to prepare, support, or conceal illegal activities, and to report unusual transactions that have been, or are intended to be, conducted, to the relevant authorities without notifying the client or obtaining its consent. By awarding an engagement to Windt Le Grand Leeuwenburgh, the client confirms that it is aware of the above obligations and undertakes to provide the relevant identity information, if necessary.
8. Engagements are performed exclusively for the benefit of the client awarding the engagement. Unless Windt Le Grand Leeuwenburgh expressly consents in writing to same, no one other than the client may rely on, or derive any rights in connection with, the result of such engagement or the manner of its performance.
9. The client consents to the processing of the personal data provided within the Windt Le Grand Leeuwenburgh organisation, whether or not in connection with the engagement, to all those within the Windt Le Grand Leeuwenburgh organisation who may be able to use such information in performing the engagement or managing the relationship with the client. The client also consents to the use of any method of communication customarily used at that time, including in particular the internet and e-mail.
10. Windt Le Grand Leeuwenburgh is entitled to engage third parties for the performance of the engagement, and is authorised to agree to terms and conditions that govern its relationship with a third party or that are stipulated by a third party. In the relationship with the client, Windt Le Grand Leeuwenburgh will be entitled to rely on such terms and conditions to the extent that they regard the performance of the engagement by such third party. In no circumstances will a client proceed directly against such third party. The client indemnifies Windt Le Grand Leeuwenburgh and the persons affiliated with Windt Le Grand Leeuwenburgh against any third-party claim arising from or related to the performance of the engagement for the client.
11. As part of the performance of an engagement, the Windt Le Grand Leeuwenburgh Third-Party Fund Foundation (*Stichting Beheer Derdengelden Windt Le Grand Leeuwenburgh*) affiliated with Windt Le Grand Leeuwenburgh will be authorised to keep client funds in its custody. The client indemnifies Windt Le Grand Leeuwenburgh and the persons affiliated with Windt Le Grand Leeuwenburgh against any claim arising from or related to the possible insolvency of the bank or financial institution with which the client funds have been deposited or their failure to perform their obligations.

12. Unless agreed otherwise In writing, the fee will be based on time worked multiplied by the applicable rates, which rates will be adjusted from time to time by Windt Le Grand Leeuwenburgh and which rates are based on the seniority, expertise, and experience of the persons affiliated with Windt Le Grand Leeuwenburgh who perform the engagement.
 13. The expenses paid by Windt Le Grand Leeuwenburgh for the client will be charged separately to the client. As part of the rates, a percentage of the fees (that percentage being determined by Windt Le Grand Leeuwenburgh) will be charged to cover general office costs, including postage by regular mail, telephone charges, charges for electronic Communications, photocopy expenses, and expenses for the preparation of documents. All amounts to be mentioned exclude value added tax.
 14. Unless agreed otherwise in writing, a client will be Invoiced on a monthly basis for the work carried out. Payment is due within a period of 30 days starting on the date of the invoice. If payment is not made within this period, Windt Le Grand Leeuwenburgh may, without further notice of default being required, exercise its right to charge the client interest at the statutory rate. An advance payment of the fee may be requested at any time for work that has been or will be carried out. Windt Le Grand Leeuwenburgh has the right to suspend work if the client fails to pay the invoice or to provide an advance to cover the invoice amount.
 15. Any liability arising from or related to the performance of any engagement will be limited to the amount that is paid out for that event under the liability Insurance cover taken out, plus the amount of Windt Le Grand Leeuwenburgh's deductible that applies to this insurance cover. Claims for damages will lapse if proceedings are not instituted in the competent court within one year of the discovery of the relevant harm or loss.
 16. If the client suffers any loss for which Windt Le Grand Leeuwenburgh is jointly and severally liable with any third party or third parties, the extent to which such loss shall be recoverable from Windt Le Grand Leeuwenburgh shall be limited to the extent of Windt Le Grand Leeuwenburgh's contribution to the overall fault for such loss, as agreed between all of the parties, or in the absence of agreement as finally determined by the court having jurisdiction pursuant to these General Terms and Conditions. Windt Le Grand Leeuwenburgh's liability will not be adversely affected by any limitation of liability that the client may agree with any other party. Windt Le Grand Leeuwenburgh will not be liable to the client for any amount in excess of our proper share of a joint or several liability which it is not entitled to recover from any other party by reason of the client's agreement with that party.
 17. No partner of Windt Le Grand Leeuwenburgh or any other person affiliated with Windt Le Grand Leeuwenburgh will be personally liable for performing the engagement or for any loss or damage arising out of or in connection with the engagement irrespective of whether such claim for breach of contract or compensation arises from any contract or otherwise and the client waives any such claim.
 18. The client agrees not to bring any claim of any nature against any of Windt Le Grand Leeuwenburgh's employees, members of staff or any affiliated entities or their partners, employees, members of staff, or any other person affiliated with Windt Le Grand Leeuwenburgh in respect of services provided by them in connection with the engagement. All of Windt Le Grand Leeuwenburgh's employees, affiliated entities, partners, employees, members of staff, or any other person affiliated with Windt Le Grand Leeuwenburgh shall have the right to enforce this clause on their own behalf.
 19. The legal relationship between Windt Le Grand Leeuwenburgh and a client, as well as any claim for liability, is governed by the laws of the Netherlands. A Company Complaints Settlement Scheme for the Legal Profession (*Kantoorklachtenregeling Advocatuur*) applies to the services provided. Any dispute arising out of such legal relationship must be submitted to the competent court in Amsterdam.
 20. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version will be binding.
- Windt Le Grand Leeuwenburgh B.V. has its registered office in Rotterdam and is listed in the Trade Register of the Chamber of Commerce under number 65604172.
- These General Terms and Conditions have been filed with the Clerk of the Rotterdam District Court. and can be consulted at www.windtlegal.com.