

General Terms and Conditions

General Terms and Conditions of Smallegange N.V. (“Smallegange Advocaten”)

1. Smallegange Advocaten is a limited liability company (“naamloze vennootschap”) incorporated under the laws of The Netherlands, whose object is to practice the profession of lawyer (“advocaat”). A list of the shareholders in Smallegange Advocaten, or the persons holding shares in Smallegange Advocaten through their respective holding companies - which persons are, in conformity with international practice, referred to as “partners” - will be provided on request.
2. The provisions in these general conditions are made for the benefit of not only Smallegange Advocaten, but also the “partners” (as referred to above), all other persons working for Smallegange Advocaten (“employees”), all persons engaged by Smallegange Advocaten in relation to the carrying out of any instruction and all persons for whose acts or omissions Smallegange Advocaten might be held liable (“third parties”).
 - 3.1 All instructions are accepted and carried out by Smallegange Advocaten only, pursuant to a contract for professional services (“overeenkomst tot opdracht”). This applies even if it is the client’s express or implied intention that an instruction will be carried out by a specific person. The applicability of Article 7:404 of the Dutch Civil Code, which relates to the situation referred to in the preceding sentence, and of Article 7:407 paragraph 2 of the Dutch Civil Code, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded.
 - 3.2 In acting upon an instruction, Smallegange Advocaten may call upon the assistance, under its responsibility, of the “partners” (as referred to above) and the employees of Smallegange Advocaten and, where appropriate, may engage the services of third parties.
 - 3.3 Smallegange Advocaten shall, when the interests of the matter in respect of carrying out an instruction require this, consult client in respect of engaging services of third parties. Smallegange Advocaten shall exercise due care in respect of carrying out the instruction, as well as in respect of selection and engagement of the services of third parties by Smallegange Advocaten on behalf of client.
- 4.1 If the carrying out of an instruction by Smallegange Advocaten gives rise to liability, this liability shall, subject to Article 4.3, in all circumstances be limited to the amount which is paid out under the insurance policy of Smallegange Advocaten in the matter concerned, increased with the amount of the deductible which must be borne by Smallegange Advocaten pursuant to the applicable insurance policy in the matter concerned. Further, all liability of Smallegange Advocaten as described in this paragraph, in respect of consequential damages are expressly excluded.

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- 4.2 If, for whatever reason, the insurer does not make payment under the insurance policy referred to in Article 4.1, any liability shall be limited to a sum equal to the amount invoiced by Smallegange Advocaten in the matter concerned, subject to a maximum of EUR 250,000.
- 4.3 Smallegange Advocaten is authorised to accept, for and on behalf of the client, any limitation of liability by any third party. Any and all liability of Smallegange Advocaten in respect of a third party's failure to perform his/its obligations is herewith expressly excluded.
- 4.4 When the interests of the matter, in respect of carrying out an instruction by Smallegange Advocaten, require the engagement of a natural person or legal entity established outside the Netherlands, not affiliated to Smallegange Advocaten, to perform activities in the scope of the instructions to Smallegange Advocaten, Smallegange Advocaten will not be liable for errors that this entity or person might make.
5. All rights of action, whatever their nature, against Smallegange Advocaten in connection with the actions taken in respect of the performance of the instruction, will expire no later than one year following the time when the client became aware of, or could reasonably have been aware of, the existence of these rights.
6. These general conditions have been drawn up in both Dutch and English. In the event of a dispute regarding the content or intent of these general terms and conditions, the Dutch version shall be binding.
7. The legal relationships to which these general terms and conditions apply shall be governed by and construed in accordance with the laws of the Netherlands. Disputes shall exclusively be submitted to the District Court of Rotterdam. These general terms and conditions have been filed at the Court Registry of the District Court of Rotterdam and appear on the website of Smallegange Advocaten: www.smallegange.nl.

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