

GENERAL TERMS AND CONDITIONS 'BRUGGINK & VAN DER VELDEN ADVOCATEN EN BELASTINGADVISEURS BV'

1. Bruggink & Van der Velden Advocaten en Belastingadviseurs BV ('BvdV') is a private company with limited liability, which operates an integrated legal practice consisting of lawyers and tax consultants. On request we will supply a list of people who (through their holding company) hold shares in BvdV.
2. Instructions given to BvdV will exclusively be accepted and executed under these general terms and conditions. Acceptance by BvdV of an offer from a client that refers to general purchasing or other conditions used by the client, does not constitute acceptance of these client conditions.
3. All instructions are accepted and executed by BvdV exclusively. Book 7, Section 404 and Book 7, Section 407 paragraph 2 of the Netherlands Civil Code (BW) are not applicable to instructions accepted by or on behalf of BvdV. BvdV reserves the right where appropriate to have part or all of the activities executed by other lawyers, tax consultants or legal experts. The people concerned will be selected with care by BvdV, and if possible in consultation with the client.
4. BvdV is not liable for any errors or omissions of any third parties (including subcontracted parties) that it engages. BvdV is authorized by the client to accept any limitations of liability of third parties on the client's behalf. Any subcontracted party may, alongside BvdV, appeal to these general terms and conditions, where the stipulations that apply to BvdV apply equally to them. The aforementioned also applies to any person or company that is (directly or indirectly) associated with and performs works for BvdV, such as (but not limited to) shareholders and of-counsels.
5. The contractual and noncontractual liability of BvdV for damage arising from or connected with the execution of instructions and any related omissions, is limited to the amount claimable in the case concerned under the professional liability insurance that covers BvdV plus BvdV's excess under the policy conditions of this professional liability insurance. BvdV has duly taken out professional liability insurance with a reputable insurance company for € 5.000.000 per claim.
6. The execution by BvdV of instructions given will be for the benefit of the client exclusively. Third parties may derive no rights whatsoever from activities carried out for the client.
7. The activities of BvdV, unless agreed otherwise, will be billed to the client on a monthly basis, with a payment period of 14 days. BvdV is entitled to charge the statutory commercial interest in the event of non-timely payment.
8. Any and all instructions given to BvdV and all current and future relationships between the client and BvdV are subject to BvdV's internal dispute resolution regulation ('Kantoorklachtenregeling Bruggink & Van der Velden Advocaten Belastingadviseurs BV'). Any dispute regarding the establishment of the legal relationship with the client and/or the execution of the instructions that may arise, including disputes regarding invoices, will first be settled in accordance with BvdV's internal dispute resolution regulation.
9. All existing and future legal relationships between the client and BvdV are governed by Dutch law. Notwithstanding article 8, any disputes with BvdV will be submitted in the first instance to the competent court in Utrecht.

The text of the General Terms and Conditions in the Dutch language is binding.

These general terms and conditions (and the general terms and conditions in the Dutch language) can also be found on www.bvdv.nl, and will be sent on request.

Utrecht, October 2016