

## **Standard Terms of Business of the law firm of Moeliker & Platteeuw Advocaten B.V., Middelburg, The Netherlands**

### **1. General**

- 1.1 In derogation of Sections 7:404 and 7:407 (2) of the Dutch Civil Code ("DCC") [*Burgerlijk Wetboek*], all engagements are accepted only by Moeliker & Platteeuw Advocaten B.V., a private limited liability company established in Middelburg, The Netherlands ("the Company"). A list of the current members of the Company's Executive Board is available upon request. All engagements are confirmed to the client ("the Client") in writing. The engagement letter sets out which of the attorneys-at-law employed by the Company will undertake the work arising from the engagement.
- 1.2 These standard terms of business apply to and form a part of all agreements between the Company and the Client, and any ensuing agreements and other (juridical) acts which the Company may conclude with or perform for or vis-à-vis the Client. Once these standard terms of business apply, they will also automatically apply to all new agreements made between the parties, unless their applicability is expressly excluded, and to all non-contractual relationships between the parties, including in particular those arising from tort [*onrechtmatige daad*].

### **2. Relationship between the Company and the Client**

- 2.1 The Company will endeavour to perform the agreement with the Client with all due care, using the necessary expertise. The Company does not, however, guarantee that it will achieve the result intended by the Client. The agreement will be performed for the benefit of the Client only. The agreement may be terminated early by the Company or the Client at all times.
- 2.2 The Client agrees to notify the Company of all facts and circumstances which may be relevant to the proper performance of the agreement, and to supply all information and data requested by the Company. The Client warrants that the information and data supplied to the Company are accurate and complete.
- 2.3 The Client will be considered to have instructed any third party which the Company may have engaged for the benefit of the Client, subject to the professional association's rules of conduct. When engaging a third party, the Company is authorised, on the Client's behalf, to accept any limitation of liability. Section 6:76 DCC is hereby excluded.

### **3. The Company's liability**

- 3.1 As soon as the Client finds, or could reasonably have found, that it has proper grounds for a claim against the Company, the Client must notify the Company of its alleged claim, properly substantiated and supported by documentary evidence, failing which the Client will have forfeited its right to do so. Claims against the Company will elapse two years after the Client notified or should have notified the claim, unless the Client has meanwhile brought the claim before a competent court of law.
- 3.2 In all cases, the Company's liability is limited to the insurance proceeds paid under its (professional) liability insurance policy(ies), plus the amount of the deductible under those policies, in so far as the Company is bound by a mandatory rule imposed by the Dutch Bar Association [*Nederlandse Orde van Advocaten*] to have liability insurance in place.
- 3.3 The Company will be under no liability to the Client for any indirect and/or consequential [*indirecte en/of gevolgschade*] loss and/or loss of profits [*bedrijfsschade*]. Its liability will in no event exceed the limitations provided for under these standard terms of business, regardless of whether the claim is based in contract or on any other grounds, including in particular in tort. Parties other than the Client can assert no rights under the agreement or its performance or non-performance. The Client agrees to indemnify the Company against any and all claims by third parties. Limitations of liability stipulated in favour of the Company will also inure to the benefit of the members of the Company's Executive Board, its employees, non-subordinate representatives and other persons under its control.

### **4. Fees and expenses**

- 4.1 In consideration of the services provided, the Company will charge a fee based, in principle, on an hourly rate, a fixed amount in office expenses (calculated as a percentage of the fee), time spent on the case, and any costs incurred. The Company may change its hourly rates and expenses in the course of the engagement. Any such change will take effect even if no prior notice is given. In all cases, the Company may require that the Client pay an advance on fees and expenses.
- 4.2 The Company's invoices must be paid within 15 days of the invoice date or, in the case of any breach on the part of the Client, without delay. The Client is not entitled to offset or postpone its payments. The Client agrees to provide security and/or goods in lieu of payment if any amounts due from the Client and/or any of its group companies or other entities in which it owns a majority interest remain unpaid. In such cases, the Company is irrevocably authorised on behalf of the Client to grant itself a lien over all of the Client's goods and funds held by the Company or on all amounts owed the

Client. All judicial and extra-judicial costs incurred by the Company in collecting past due amounts will be payable by the Client.

4.3 The Company may also offset any amounts conditionally owed by and/or reasonably expected to become due from the Client against any amounts owed the Client and/or reasonably expected to become due to the Client. For the purposes of this clause, "Client" includes any of its group companies and/or entities in which it owns a majority interest.

## **5. Other**

5.1 By entering into an agreement with the Company, the Client grants the Company permission to automatically process any personal data gathered or to be gathered by the Company. The Client grants permission for any assignment of contract.

5.2 The Company is and will remain the owner of any present or future intellectual or industrial property rights arising from the performance of the agreement. The Client is not permitted to remove and/or alter any copyright notices, marks, trade names and/or notices of other intellectual or industrial property rights, including notices referring to confidentiality or confidential nature.

5.3 The Company will not invoke these standard terms of business in so far as it is prohibited from doing so (in part or in full) by the professional association referred to above. If all or any part of the provisions of the agreement should prove to be invalid or unenforceable, the parties will consider them replaced by provisions that approximate the invalid or unenforceable provisions as closely as possible. In so far as necessary, the parties will consult in good faith on the exact wording of the replacement provisions.

5.4 The agreement with the Company will be governed exclusively by the laws of the Netherlands. Any disputes arising from or connected with the agreement will not be disclosed to any third party, and will be submitted to the competent court in Middelburg, The Netherlands, to the exclusion of any other court of law.

These Standard Terms of Business have been filed with the District Court Registry in Middelburg, The Netherlands, number 8/2007