

General Terms and Conditions of Whitebridge Advocatuur B.V.

1. Whitebridge Advocatuur B.V. is a limited liability company (besloten vennootschap) incorporated under the laws of the Netherlands with registered office in Amsterdam.
2. The objective of Whitebridge Advocatuur B.V. is the practice of law in the broadest meaning of the term, as attorney(s)-at-law. In this practice of law, Whitebridge Advocatuur B.V. may, from time to time, be assisted by persons engaged by it in connection with the performance of client assignments.
3. These general terms and conditions apply to all work performed or to be performed by or on behalf of Whitebridge Advocatuur B.V. and to all legal relations of Whitebridge Advocatuur B.V. with third parties.
4. Whitebridge Advocatuur B.V. is the exclusive contracting party in respect of all commissioned work, even in the event that it is the explicit or implicit intent that the assignment is performed by a specific person. The applicability of sections 7:404 and 7:407 (2) of the Dutch Civil Code (Burgerlijk Wetboek) is expressly excluded.
5. If third parties are to be involved in connection with work commissioned to Whitebridge Advocatuur B.V., Whitebridge Advocatuur B.V. shall, if and to the extent possible, consult with the client in advance and shall exercise due care in selecting such parties. Whitebridge Advocatuur B.V. shall not be liable for any failure or default by any such third party in the performance of its services. Whitebridge Advocatuur B.V. has the right to accept, on behalf of the client, any limitation of liability by any such third party.
6. Any and all liability of Whitebridge Advocatuur B.V. in respect of any work performed or to be performed by, on behalf of or at the request of Whitebridge Advocatuur B.V. or otherwise relating to an assignment given to Whitebridge Advocatuur B.V., shall be limited to the amount which can be claimed in the particular case under the professional liability insurance taken out by Whitebridge Advocatuur B.V. Such work shall also include a failure to act. Such amount(s) shall include Whitebridge Advocatuur B.V.'s deductible as stated under this insurance.
7. Except in the event of willful misconduct or gross negligence on the part of Whitebridge Advocatuur B.V., the client shall indemnify Whitebridge Advocatuur B.V. and hold Whitebridge Advocatuur B.V. harmless from and against all claims, demands and actions at any time made or brought by any third party against Whitebridge Advocatuur B.V. and which directly or indirectly result from or relate to the work performed or to be performed by, on behalf of or at the request of Whitebridge Advocatuur B.V. for the client or otherwise relate to the assignment given by the client to Whitebridge Advocatuur B.V.,

including without limitation any damages, costs and expenses incurred by Whitebridge Advocatuur B.V., in connection with any such claim, demand or action.

8. Unless otherwise agreed the client shall pay to Whitebridge Advocatuur B.V. a fee which is calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates, as such rates shall be determined by Whitebridge Advocatuur B.V. from time to time. In addition to the fee, the client shall be obliged to pay to Whitebridge Advocatuur B.V. a compensation for regular office costs of 6%. Furthermore the client shall be obliged to pay to Whitebridge Advocatuur B.V. the out-of-pocket expenses paid by Whitebridge Advocatuur B.V. and a fixed compensation for kilometers for travelling within the Netherlands. All amounts due shall be increased by the turnover tax due thereon at the rate prevailing from time to time.
9. The invoices of Whitebridge Advocatuur B.V. must be paid within fifteen (15) days from the invoice date. If an invoice is not timely paid Whitebridge Advocatuur B.V. has the right to charge interest on the unpaid amount at the statutory rate from the sixteenth (16th) day following the invoice date.
10. The client shall within fifteen (15) days after invoice date inform Whitebridge Advocatuur B.V. in writing about any complaints about the invoice and/or work which the invoice relates to. If the client does not inform Whitebridge Advocatuur B.V. accordingly, the client is deemed to acknowledge both the correctness of the invoice and the obligation of the client to pay such invoice, and the client is deemed to have waived its rights to complain about the invoice and/or work which the invoice relates to. The client is not entitled to set off the payment of any invoice.
11. The relationship between Whitebridge Advocatuur B.V. and the client shall be governed by Dutch law. The court of Amsterdam, The Netherlands, shall have exclusive jurisdiction over any dispute arising between Whitebridge Advocatuur B.V. and the client. These general terms and conditions may be invoked not only by Whitebridge Advocatuur B.V. but also by any person engaged in the performance of a client assignment. Same shall apply to former employees of Whitebridge Advocatuur B.V.
12. These general terms and conditions have also been made and stipulated in favor of the managing director and the shareholder of Whitebridge Advocatuur B.V., the managing director of such shareholder and all persons who work or have worked for Whitebridge Advocatuur B.V. as an attorney-at-law whether as a partner, employee or in any other capacity whatsoever.
13. These general terms and conditions have been drawn up in the Dutch language and in the English language. In the event of any dispute arising between the Dutch and the English

version as to the content or applicability of these general terms and conditions, the Dutch version shall prevail.

Whitebridge Advocatuur B.V., Amsterdam, is registered with the trade register in the Netherlands under the number 34334605.

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