

1. Description of Van Eeghen Legal Advice ("Van Eeghen Juridisch Advies")

Van Eeghen Legal Advice is the trade name of the company with limited liability, Mr Chr.P.van Eeghen BV ("the BV") established at Amsterdam.

2. Principal- mandatary.

All instructions of the client(s) are exclusively accepted and carried out by the BV, also when it is the intention, explicitly or implicitly, that the instructions will be carried out by any specific person(s). Sections 404 and 407, subsection 2 of Book 7 of the Civil Code shall not apply. [1]

3. Use of services of third persons and their liability

3a. The BV may engage the services of third persons for carrying out the client's instructions. When expedient and feasible the BV shall consult the client before turning to third persons, but it shall at all times observe the required standard of care in selecting such third persons. 3b. When the services of third persons are engaged for carrying out the client's instructions the BV may accept a limitation of their liability in carrying out the client's instructions. 3c. The BV may require the client to itself engage the services of third persons directly when e.g. substantial costs will be involved in the rendering of the services. 3d. The BV shall not be liable for any shortcoming, lack of care or non-feasance of third persons irrespective whether their services were engaged by the BV or by the client.

4. General limitation of liability.

4a. The BV's liability shall always be limited to the amount paid out in the matter under the BV's professional liability insurance policy/policies, increased by the amount of the own risk for the account of the BV under the terms of the policy. 4b. If and to the extent, for whatever reason, no payment is made under its professional liability insurance policy/policies, the BV's liability shall be limited to three times the BV's fee charged to and actually collected from the client on account of its carrying out the client's instructions which gave rise to liability, with a maximum of EUR 100.000. Limitation of liability in connection with loss to persons and property. 4c. If a loss for which the BV is liable is caused to persons or property by or in connection with the carrying out of the client's instructions or otherwise, such liability shall be limited to the amount paid out in the matter under the BV's general liability insurance policy/policies, increased by the amount of the own risk for the account of the BV under the terms of the policy.

5. Safeguarding by the client.

5a. Instructions are exclusively carried out on behalf of the BV's client so that no right whatsoever is vested in any third persons in the contents of work performed for the client (e.g. opinions, documents, correspondence and pleadings) or in its conduct (including taking no action) unless the BV informed the third persons involved in writing and in unambiguous terms that such rights vest in them and the manner and extent to which this shall be so. 5b. When the client provides the contents of the Firm's work to third persons, it shall be bound towards the Firm to point out to such third persons that the work and services rendered were performed subject to these General Terms and Conditions. Whenever third persons wish to make use in any way of the contents of such work or conduct, they will be bound by the provisions of these General Terms and Conditions. 5c. The client shall safeguard and hold the BV harmless against and in respect of any claims, including costs made and to be incurred by the BV in connection therewith, of third persons which in any way relate to the services rendered by the BV for the client, unless these have arisen due to gross negligence or wilful conduct of the Firm.

6. Calculation of fees and invoicing.

6a. Unless otherwise agreed, the fees due by the client shall be based on the number of hours spent multiplied by the applicable hourly rate, which shall be established by the Firm from time to time. 6b. Notarial work for which a compulsory scale of fees is applicable pursuant to the regulations of the Koninklijke Notariële Beroepsorganisatie (Professional Organisation of Civil Law Notaries) shall be charged with due observance of these regulations. 6c. For normal office expenses, e.g. postage, cost of telephone, fax and copying a fixed charge of 6% of the fees shall be made. 6d. Disbursements paid by the BV on behalf of the client shall be invoiced separately. 6e. All amounts shall be exclusive of VAT (BTW). 6f. The BV's notes of fees to the client must be paid within 14 days from their date. In case of default of timely payment the BV may charge legal interest. [2] Extra-judicial costs of collection may be charged by the BV at a fixed rate of 10% of the unpaid amount of the note(s) of fees, unless the actual extra-judicial costs exceed such percentage, in which case the BV may charge the higher amount.

General Conditions and Dispute Clause

7. The stipulations in these General Terms and Conditions have been made not only for the BV but General Terms and Conditions of Van Eeghen Advocatuur also on behalf of all persons who work or have rendered services for the BV and of all persons whose services are or have been engaged for the BV for carrying out any instructions of the client or who are or have been involved in any way in the carrying out of the client's instructions.

8. These General Terms and Conditions shall also apply in respect of supplemental and consecutive instructions of the client.

9. The legal relationship between the BV and the client shall be subject to Netherlands law. Disputes shall be exclusively adjudicated by the court having jurisdiction in Amsterdam.

10. These General Terms and Conditions have been made in the Dutch and English languages. In the case of a dispute in respect of the contents or implication of these terms, the Dutch text shall prevail. Viz hereunder.

[1]Section 404 If a contract for services has been entered into in contemplation of a person conducting a profession or business together with the provider of services or in his employment, that person must himself perform the work necessary for the execution of the services, except to the extent that it follows from the contract for services that these may be performed by other persons under his responsibility; the foregoing is without prejudice to the liability of the provider of services.

Section 407 (1) Where two or more clients have entered together into a contract for services, they are solidarily (jointly and severally) liable to the provider of services. [2] Where two or more providers of services have entered together into a contract for services, each of them is liable for the whole in the event of a failure in the performance, unless the failure is not attributable to him.