beeradvocaten

GENERAL TERMS AND CONDITIONS
of Beer advocaten N.V.

1. **Public Limited Company Beer advocaten N.V.**
Beer advocaten N.V. is a public limited company under Dutch law, having its registered office in Amsterdam ('Beer advocaten'). Beer advocaten is a company that has taken over and carries on the business of the partnership Beer advocaten.

2. **Scope of General Terms and Conditions**
These general terms and conditions apply to all services provided or to be provided by or on behalf of Beer advocaten and to all Beer advocaten's legal relations with third parties regardless whether those services are provided in a capacity as lawyer, associate or paralegal, receiver, liquidator, guardian, administrator, arbitrator, binding advisor, mediator or otherwise. Applicability of other general terms and conditions, for instance of the client, is expressly dismissed.

3. **Assignments Exclusively Accepted and Executed by Beer advocaten**
Beer advocaten is the sole contractor of all services. All assignments are accepted and executed by Beer advocaten exclusively. Third parties cannot derive any rights from the execution of services for the client. Applicability of articles 7:404 and 7:407.2 of the Dutch Civil Code is hereby expressly excluded.

4. **Hiring of Third Parties**
If the hiring of third parties is necessary in connection with the assignment, Beer advocaten will consult with the client in advance if and to the extent possible. In choosing these third parties Beer advocaten will exercise due care. Beer advocaten, however, will not be liable for any mistakes or failures of such third parties in the execution of the services. Beer advocaten has the right to accept on behalf of the client any limitations of liability stipulated by such third parties.

5. **Limitation of Liability**
   a. Any liability of Beer advocaten for services provided or to be provided by or on behalf of Beer advocaten or otherwise related to an assignment granted to Beer advocaten will be limited to the amount that in the matter concerned will be claimable under the professional liability insurance policy(ies) of Beer advocaten, increased by the amount of the excess that under the policy terms is for the account of Beer advocaten.
   b. If and to the extent that, for reasons outside the specific circumstances of the claim in question, no payment will be made under the insurance referred to in a. any liability of Beer advocaten will be limited to the amount of EUR 50,000, or, if the fees charged by Beer advocaten for that particular assignment are higher, to an amount equivalent to those fees, up to EUR 100,000 maximum.

6. **Applicable Law**
The legal relationship between the client and Beer advocaten is governed by Dutch law. Any disputes will be submitted exclusively to the competent Dutch court.

7. **Calculation of Fees**
a) Unless agreed otherwise, the client will owe Beer advocaten a fee that will be computed based on the time spent on the case and the hourly rate determined periodically by Beer advocaten for the lawyer concerned. The lawyers´ rates depend on their experience and specialist knowledge.
b) If it is agreed with a client that the billing of work will be suspended for more than one year, Beer advocaten will bill the work for the full period based on the hourly rate charged by the lawyer concerned at the time of billing.

8. **Disbursements**
Any disbursements paid by Beer advocaten for the client will be charged separately. To cover general office expenses (such as postage, telephone, fax and copying) a percentage of the fee will be charged. All sums are exclusive of VAT.

9. **Billing of Services Provided**
In principle services will be billed to the client every two months, with a two-week payment term from the date of invoice. Failing timely payment the client will be deemed in default and Beer advocaten has the right to charge interest at the statutory rate and the costs of collection.

10. **Advances**
Prior to or when resuming its services Beer advocaten always has the right to require the client to pay one or several creditable advances. Failing payment of such advances Beer advocaten has the right not to commence its services, or to suspend or discontinue the same, subject to prior notice. Unless expressly agreed otherwise the advance will be set off against the final bill in the case in question. Beer advocaten furthermore has the right to set off the advance against any outstanding bills in that particular or any other case. Beer advocaten has the right to change the rates (fees) as from a future date.

11. **Destruction of Old Files**
Files will be kept in Beer advocaten's records for a period of ten years after a case has been closed. After expiry of this term the file and the documents contained therein will be destroyed without further notice.

12. **Disputes**
Any disputes arising from or related to the services provided by or on behalf of Beer advocaten or assigned to Beer advocaten and/or the legal relationship with the client or any other third party will be submitted to the exclusive jurisdiction of and

will be settled exclusively by the competent court of Amsterdam, without prejudice to the right of appeal and of appeal in cassation.

13. **Effect General Terms and Conditions**
The terms and conditions contained herein have been drawn up and stipulated for and for the benefit of the directors and shareholders of Beer advocaten, the directors of those shareholders and all persons who work or have worked for Beer advocaten, either as a partner (as referred to above), employee, advisor, third party-contractor or in any other capacity.

14. **Language**
These general terms and conditions have been drawn up in Dutch and in English. In the event of discrepancies or conflicts between the Dutch and the English text, or its interpretation, the Dutch version of the general terms and conditions will prevail.

Amsterdam, 25 June 2010

These general terms and conditions have been filed with the registry of the Court of Amsterdam under number 76/2010 and are also available on-line at www.beeradvocaten.nl. A copy of the general terms and conditions is available for inspection at the reception of Beer advocaten in (1017 RZ) Amsterdam at Weteringschans 85-87 or will be sent to you free of charge on request.