

**General terms and conditions *Noordam Advocatuur***

1. These general conditions apply to all services performed or to be performed by *Noordam Advocatuur*.
2. *Noordam Advocatuur* is located in Amsterdam and registered with the Trade Register of the Chamber of Commerce under no. 57641269. These general conditions may be relied upon by *Noordam Advocatuur* and each person associated with *Noordam Advocatuur*, including but not limited to any legal successor under universal title of *Noordam Advocatuur* and any person associated with *Noordam Advocatuur*, any person formerly associated with *Noordam Advocatuur* and any legal successor under universal title of a person formerly associated with *Noordam Advocatuur*.
3. *Noordam Advocatuur* shall confirm the hourly rate to be charged for services when accepting an assignment from a client. *Noordam Advocatuur* reserves the right to modify the hourly rate as per the 1<sup>st</sup> of January of each year. To cover general office costs (such as postage, telephone, fax and copying costs etc.) a percentage (5%) of the fee will be charged. Expenses paid by *Noordam Advocatuur* for the purpose of the client will be charged separately. All amounts are exclusive of VAT.
4. Before starting working on an assignment and also during an assignment *Noordam Advocatuur* may request the client to pay an advance fee and invoice the client accordingly.
5. Amounts invoiced by *Noordam Advocatuur* shall be paid within fourteen days after the invoice date, without the right to set-off claims or to suspend payment for any reason. If, after the payment date full payment has not been received the client is in default without further notice and *Noordam Advocatuur* is entitled to a default interest of 1% per month on the outstanding amount from the due date of the invoice. A portion of a month is considered a whole month. If the client fails to pay amounts invoiced by *Noordam Advocatuur*, the client owes the extrajudicial (collection) charges to *Noordam Advocatuur* in accordance with the applicable statutory rules and regulations for such charges.
6. *Noordam Advocatuur* has professional liability insurance.
  - 6a. Any liability on the part of *Noordam Advocatuur* shall be limited to the amount that is paid out in that specific case under the professional indemnity insurance of *Noordam Advocatuur*, increased by the own risk amount stipulated in the insurance policy.
  - 6b. Claims for damages shall expire after a period of one year from the day following the day on which the client became aware of the damages and became aware of *Noordam Advocatuur* as the liable party.
  - 6c. *Noordam Advocatuur* may engage third parties in connection with the instruction from the client and shall exercise the necessary due care in its selection of third parties. If *Noordam Advocatuur* engages a third party to perform an assignment for a client, *Noordam Advocatuur* shall not be liable vis-à-vis the client for any error or omission made by such third party. By instructing *Noordam Advocatuur*, the client gives *Noordam Advocatuur* authority to accept on behalf of the client a limitation of liability stipulated by such person.

7. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (Wet ter voorkoming van witwassen en financieren van terrorisme), *Noordam Advocatuur* is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing *Noordam Advocatuur*, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
8. Once the assignment has been completed or has otherwise ended *Noordam Advocatuur* will store the files during a period of time of five years as of the closing of the file. Upon the expiration of such time period *Noordam Advocatuur* may destroy the files.
9. Dutch law shall govern the legal relationship between *Noordam Advocatuur* and its clients. Any dispute between *Noordam Advocatuur* and a client shall be resolved in the first instance exclusively by the District Court (Rechtbank) of Amsterdam, the Netherlands.
10. *Noordam Advocatuur* has a complaints procedure that applies to all services provided. This complaints procedure can be found on the website [www.noordamadvocatuur.nl](http://www.noordamadvocatuur.nl). If a complaint cannot be solved within the firm, the Dispute Committee for Attorneys can be consulted if the client and *Noordam Advocatuur* agree on this.
11. These general conditions have been translated from Dutch into English. In the event of any difference between these texts, the **Dutch** text shall prevail.

Drawn up on and applicable as of May 12<sup>th</sup> 2016