

## LAW FIRM VAN KEMPEN

### General terms and conditions

1. Law firm Van Kempen is a sole proprietorship under Dutch law, registered office and situated at Huizen, (North Holland).
2. These general conditions apply to all offers, assignments (opdrachten) and additional or follow-up assignments, unless agreed otherwise in writing. To the extent compatible with the law on legal aid, these conditions also apply to funded legal aid (gefinancierde rechtsbijstand).
3. Law firm Van Kempen may engage the services of a third party in the performance of an assignment - where necessary. Law firm Van Kempen will take due care at this point.
4. Unless agreed otherwise in writing, the fee for the work carried out by Law firm Van Kempen is based on the number of hours worked multiplied by the hourly rate as charged by Law firm Van Kempen. The number of hours worked will be determined on the basis of the timesheets of Law firm Van Kempen. Costs associated to the assignment - such as court registry fees, bailiff's costs, travel and hotel expenses, cost of extracts and third-party costs will be in addition charged to the client. Law firm Van Kempen will at all times be entitled to request a deposit from the client as security for the payment of its invoices.
5. Unless agreed otherwise in writing, the client will be invoiced on a monthly basis at the end of each calendar month and invoices become due fourteen days after the invoice date. If payment is not made within this period, Law firm Van Kempen has the right to suspend the assignment and may charge statutory interest as well as the extrajudicial costs in accordance with the Dutch "Staffel buitengerechtelijke incassokosten" of the Dutch law "Wet normering buitengerechtelijke incassokosten" and associated regulations.
6. Unless agreed otherwise in writing, assignments are carried out exclusively for the benefit of the client. Third-parties cannot derive any rights from any advice given, or service rendered, or work performed by Law firm Van Kempen or by engaged third-parties. In case of unauthorized use of the aforementioned work, these terms and conditions apply to these unauthorized parties. This means, among others, that these unauthorized parties owe fees, costs and VAT, in addition to the amount that is owed by the client. The Client is obliged to inform third-parties about the applicability of these terms and conditions.
7. Information exchanged electronically is not encrypted whereby confidentiality is not guaranteed. Law firm Van Kempen is not liable for any consequences thereof, including incorrect or incomplete transmission of the data or delay in its receipt. The Client may, prior to the assignment, indicate that he wishes to exchange the data by non - electronic means.
8. Law firm Van Kempen is not responsible for the content or the result from the work of third parties, whether or not engaged by Law firm Van Kempen. Articles 7:404 and 407, lid 2 of this Dutch Civil Code are not applicable.
9. Law firm Van Kempen performs its work with due care. Nevertheless it may happen that the client has a complaint about the services provided or amounts claimed. In that case, you need to submit your complaint first to Law firm Van Kempen. If this does not lead to the desired solution then you can make your complaint to the Dutch "Geschillencommissie Advocatuur".
10. Law firm Van Kempen features a Dutch, English and German version of these terms and conditions. In case of difference between the versions, the Dutch version shall prevail.
11. The legal relationship between Law firm Van Kempen and its clients shall be governed by Dutch law. Disputes which cannot be settled by Law firm Van Kempen or the Dutch "Geschillencommissie Advocatuur", will be decided by the Dutch competent court in Amsterdam.