

General Terms and Conditions of Friedberg & Mahn Advocaten N.V.**Article 1**

The public limited company, Friedberg & Mahn Advocaten N.V., hereinafter referred to as: 'the Firm', is a company comprising private companies with limited liability that are engaged in legal practice.

Article 2

To the exclusion of Articles 7:404 of the Dutch Civil Code and 7:407, paragraph 2 of the Dutch Civil Code, all assignments will exclusively be accepted and executed by the Firm on behalf of the clients. Third parties cannot derive any rights from the work executed and the results thereof. The applicability of the client's conditions is explicitly rejected.

Article 3

After the client has issued an assignment, the agreement will only come about when the Firm has accepted it in writing.

Article 4

Barring a different agreement the Firm will claim the costs of its work periodically and at the hourly rates applicable for the year in question on the basis of the time spent during that period. The hourly rate is based on the years of experience and degree of specialisation of the lawyer involved. In cases involving interests worth more than € 50,000.00 the hourly rate is also increased by a factor of 1.50. The hourly rate can be adjusted at the beginning of each calendar year in connection with cost increases or in between times if the importance of the case justifies such.

Article 5.1

Costs paid on behalf of the client (advances), will be charged on separately.

Article 5.2

A surcharge is charged over the fee and the advances to cover the office costs.

Article 5.3

The Firm is always authorised to send a bill in between times or request an advance for payment of its work, advances and/or expenses.

Article 5.4

The Firm will be charged advances on behalf of court registry fees by the court, subdistrict section, the court, the Court of Appeal, the Supreme Court, the Central Appeals Court, the Council of State and the Regulatory Industrial Organization Appeals Court. As of 1 November 2010 court registry fees are subject to tax under penalty of non-admissibility in the event of non-payment. The Firm reserves the right to charge a budget, on the basis of the applicable court registry schedule, of the payable court registry fees upon acceptance of the assignment, whereby the Firm reserves the right, in the event of non payment by the client of the court registry fees and other advances, not to institute or withdraw from proceedings which are pending or are to be brought.

The Firm is then not liable for any damage as a consequence of not instituting or withdrawing following non-payment of the budgeted and charged court registry fees and other advances.

Article 6.1

The liability of the Firm for any professional errors is always limited, in its entirety, to the amount that, as necessary, is paid out under the Firm's (professional) liability insurance, including the amount of the excess.

Article 6.2

If, for whatever reason, payment pursuant to the insurance referred to in the first paragraph of this article does not take place, any liability is limited to 1 times the amount charged by the Firm in the case in question in the year in question, excluding advances and turnover tax, to a maximum of € 50,000.00.

Article 7

These general terms and conditions are also deemed applicable to all subsequent orders by the client.

Article 8

The client indemnifies the Firm against all third-party claims and is obliged to reimburse the Firm the reasonable costs of defending such claims.

Article 9.1

Bills must be paid no later than 14 days after the date on the invoice. If the payment deadline is exceeded, the Firm will charge 1% interest per month over the outstanding amount.

Article 9.2

If, within 14 days after receiving bills, the client has not submitted a relevant written complaint to the Firm, the client will be considered as having approved the invoice.

Article 9.3

If a party other than the client, the debtor, pays the bill, the client will remain responsible for the payment thereof. The Firm is entitled to set off bills against amounts to be received for the client, such with due regard for Regulation 28, paragraph 2 of the Lawyers' Code of Conduct [Gedragsregels voor Advocaten] (1992).

Article 10

Amounts which the Firm is keeping on behalf of the client are to be paid into a bank account of the foundation known as Stichting Beheer Derdengelden Friedberg & Partners. As compensation for the costs of the administration and management of the account, no interest will be payable on third-party accounts as referred to here.

Article 11

If the client does not pay bills (on time), it will be charged all reasonably incurred judicial and extrajudicial (collection) costs, with a minimum of € 750.00 excluding VAT.

Article 12

The Firm has internal complaints regulations and adheres to the Complaints & Arbitration Rules for the Legal Profession [Klachten- en Geschillenregeling Advocatuur]. The complaints regulations are available for perusal at the office and describe the internal complaints procedure. This procedure implies that you first have to inform the lawyer concerned of your complaint. If this lawyer does not succeed in resolving your complaints, you can submit them to the Disputes Committee for the Legal Profession [Geschillencommissie Advocatuur]. All disputes resulting from the realisation and/or execution of this assignment, including any disputes relating to bills, are to be adjudicated by this committee pursuant to its own regulations, which are also available for perusal at the office. If the dispute relates to an assignment from a private client, said regulations provide for a binding advice, unless the client submits the matter to the ordinary court within one month after the complaint has been dealt with by the Firm. In the event of the collection of a claim on a private client, a binding advice will only apply if the client pays the outstanding amount to the committee. If the client does not do this, the collection will be subject to arbitration. If the dispute relates to an assignment from a commercial client, the regulations provide for arbitration.

Article 13

In accordance with its statutory obligation, the Firm will keep all client dossiers for a maximum of five years after they have been archived.

Article 14

Insofar as the dossier and the documents made available by the client are not taken back, these will be kept for a maximum of 60 months after archiving.

Article 15

The legal relationship between the client and the Firm is governed by Dutch law. All disputes will exclusively be adjudicated by the competent court in Amsterdam.