



General Terms and Conditions De Bel Legal Consultancy b.v. (version October 2015)

1. De Bel Legal Consultancy B.V. ('dBLC') is a private company with limited liability with the object to conduct a practice of law (advocatuur). dBLC also uses the trade names 'De Bel Legal', 'dBLegal' and 'De Bel Advocatuur'.
2. These General Terms and Conditions apply to all instructions accepted by dBLC including any subsequent or additional assignments.
3. Any assignment by a client is given to dBLC and not to any individual person associated with dBLC. This includes any assignment from a client that is to be performed by a specific person associated with dBLC. Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code (Burgerlijk Wetboek) are herewith excluded. 'Person associated with dBLC' is understood to mean every current or former employee, advisor, subsidiary and shareholder of dBLC.
4. Except to the extent liability cannot be limited under Dutch law, any and all liability of dBLC shall be limited to the amount paid out in the relevant matter under the professional indemnity insurance of dBLC, increased by the amount of the applicable deductible (eigen risico). If dBLC is liable for damages to persons or property, such liability shall be limited to the amount paid out in that specific case under the general professional corporate liability insurance (avb) of dBLC, increased by the amount of the applicable deductible (eigen risico). If, for whatever reason, no amount is paid out under either of the above mentioned insurances, the liability of dBLC shall be limited to a maximum of euro 10,000. Claims for damages shall expire after a period of one year from the day on which the client became aware or should have become aware of the damages and of the potential liability of dBLC.
5. dBLC shall execute any assignment issued to it for the benefit of the client only. Third parties cannot derive any rights from such assignments carried out for the client.
6. dBLC may engage third parties in connection with the instruction from the client and it shall exercise due care in its selection of third parties. dBLC is not liable for any acts or omissions of third parties. By instructing dBLC, the client gives dBLC authority to accept on behalf of the client a limitation of liability stipulated by such person. dBLC excludes any and all liability that is in any way connected with the insolvency of any bank or other third party.
7. The client indemnifies dBLC and each person associated with dBLC against all third party claims that arise from or are in any way connected to the instruction from the client and/or the services performed for the client. This indemnification includes the cost of legal aid.
8. These General Terms and Conditions may be relied upon by dBLC and each person associated with dBLC, including but not limited to any legal successor under universal title of any person associated with dBLC, any person formerly associated with dBLC and any legal successor under universal title of a person formerly associated with dBLC.
9. Unless otherwise agreed, the fees due shall be calculated in accordance with the hours worked, multiplied with the applicable hourly fee. Expenses (such as travel expenses, translation expenses, courier expenses etc.) shall be charged separately. All amounts are exclusive of vat. Our services will in principle be invoiced on a monthly basis and have a payment term of 14 (fourteen) days.
10. In case any invoice is not, or not timely, paid by the client, dBLC shall be entitled to suspend or terminate its services for the client. This shall not affect the client's obligation to timely pay any outstanding invoices and any invoices that are yet to be submitted. dBLC is entitled to off-set any advance payment made by the client against any of the client's unpaid invoices in the respective matter or in any other matter.
11. 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), dBLC is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing dBLC clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
12. A complaints procedure is available for services provided by dB (in Dutch only). dBLC is associated with the 'Geschillencommissie Advocatuur', see www.degeschillencommissie.nl.
13. Dutch law shall govern the legal relationship between dBLC and its clients. Any dispute between dBLC and a client shall be resolved in the first instance exclusively by the District Court (rechtbank) of Amsterdam, the Netherlands. These General Terms and Conditions are in both Dutch and English. In the event of any discrepancy between the Dutch and English versions, the Dutch version shall prevail.
14. dBLC is located in Amsterdam and registered in the Trade Register under no. 61887021.