

General Terms and Conditions of DIJKMANLAW ADVOCATUUR EN BELASTINGADVIES

1. DIJKMANLAW ADVOCATUUR EN BELASTINGADVIES (hereinafter: 'Dijkmanlaw') is a lawoffice whose object is to practice the professions of lawyer ("advocaat") and tax adviser ("belastingadviseur"). Dijkmanlaw is a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) registered at the Chamber of Commerce (kamer van Koophandel) Rotterdam with number 24273370.
2. These general terms and conditions are applicable to any instructions including any subsequent, amended or additional instructions given to Dijkmanlaw, any partner or any employee of Dijkmanlaw, including but not limited to any legal successor under universal title of any person associated with Dijkmanlaw, any person formerly associated with Dijkmanlaw, and any legal successor under universal title of a person formerly associated with Dijkmanlaw and to any legal relationship that arises as a result thereof or in connection therewith. These general terms and conditions also apply to benefit any third party who, whether or not in the service of Dijkmanlaw, is involved in the implementation of any instructions or who is or may be liable in connection therewith.
3. Acceptance by or on behalf of Dijkmanlaw of a client's assignment which refers to its own general terms and conditions, shall be deemed to occur only with the explicit rejection of the client's general terms and conditions.
4. All instructions are accepted and carried out by Dijkmanlaw only, pursuant to a contract for professional services ("overeenkomst van opdracht"). This applies even if it is the client's express or implied intention that an instruction will be carried out by a specific person. The applicability of Article 7:404 of the Netherlands Civil Code, which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) of the Netherlands Civil Code, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded.
5. Dijkmanlaw shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by or on its behalf. Achieving the intended result is not guaranteed by Dijkmanlaw.
6. In the event that when carrying out a client's assignment, an event should occur which may lead to a liability, such liability shall be limited to the amount or amounts indemnified by Dijkmanlaw's professional liability insurance. Such amount(s) shall include Dijkmanlaw's deductible as stated under this insurance. This event shall also include a failure to act. Furthermore, Dijkmanlaw is not liable for consequential damages. Claims for damages shall expire after a period of one year from the day following the day on which the client became aware or should have become aware of the damages and of Dijkmanlaw as the liable party. All knowledge of professional parties, such as lawyers, barristers, accountants, notaries public, insurance agents and so forth shall be deemed to be knowledge possessed by the client.
7. If, for whatever reason, the insurer makes no payment under the insurance policy referred to in Article 6, any liability shall be limited to a sum equal to one time the amount invoiced by Dijkmanlaw in the matter concerned in the relevant calendar year, subject to a maximum of € 25.000.

8. Dijkmanlaw is free to arrange for instructions to be carried out under its responsibility by the partners and members of staff of Dijkmanlaw to be nominated by it, with the engagement of third parties as the occasion arises.
9. Dijkmanlaw will exercise due care when hiring a third party and will consult with a client about the selection of a third party if it is customary and reasonable in the context of the client relationship to do so. Dijkmanlaw is not liable for defaults on the part of such a third party.
10. Dijkmanlaw is authorized to accept, for and on behalf of the client, any limitation of liability by any third party referred to in Articles 8 and 9. Any liability of Dijkmanlaw for a third party's failure to perform his/its obligations is limited to the amount that the client could have recovered from that third party in a direct action against that third party.
11. A client will be invoiced every month for the instructions given. The time for payment is fourteen days of the date of the invoice. Set off or suspension by the client is not allowed. An advance payment may be requested at any time for services that have been or will be provided. Dijkmanlaw has the right to suspend further implementation of any instructions if an advance payment is not provided.
12. 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)), Dijkmanlaw is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing Dijkmanlaw, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
13. The relationship between Dijkmanlaw and its clients shall exclusively be governed by Dutch Law. Disputes shall be settled exclusively by the competent Court of Den Haag. Nevertheless, Dijkmanlaw has the right to submit disputes to the Court that would have had jurisdiction over disputes if the above nomination of jurisdiction had not been made.
14. These general terms and conditions have been drawn up in Dutch and English. The Dutch text shall prevail and shall be binding in the event of any difference in content or tenor.

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