

GENERAL CONDITIONS

1. Agreement of assignment

1.1. These general conditions are used by Clairfort Lawyers Mediators and (Project) Attorneys (hereinafter: 'Clairfort'). Clairfort is a cost-partnership between Clairfort B.V. (chamber of commerce number 69535876) and the partnership Clairfort HS (chamber of commerce number 30267367) that each act for their own account and risk. In these terms and conditions Clairfort is deemed to be interpreted as either one of the aforementioned entities. Only the practice with whom a service agreement was entered into can be held liable.

1.2. All activities will be carried out by Clairfort on these basis of an agreement of assignment in accordance with article 7:400 of the Dutch Civil Code (DCC). All attorneys-at-law related to Clairfort are entitled to carry out work on specific assignments. Articles 7:404 and 7:407 paragraph 2 DCC are hereby excluded.

1.3. These general conditions may also be relied upon by natural persons and legal entities that are in any way involved with carrying out any agreement of assignment as well as the natural persons and legal entities that together form Clairfort or that work for Clairfort. This stipulation constitutes an irrevocable third party clause for the natural persons and legal entities mentioned in this sub clause.

1.4 These general conditions apply to the agreement of assignment and all related assignments and activities. These general conditions also apply to any future assignments.

2. Commitment Clairfort

Clairfort shall carry out its assignments to the best of its knowledge. Clairfort shall keep the client informed of the status of the assignment as well as the costs of the work.

3. Professional fees and costs

3.1. The professional fees are based on the standard hourly fees of Clairfort unless otherwise agreed upon in writing.

3.2. The costs for the execution of the assignment are calculated as follows: the hourly fee is multiplied by the number of hours worked. If applicable, this amount is increased with VAT. Should this be agreed upon, this amount is increased with office surcharges.

3.3. Costs paid for by Clairfort on behalf of the client (such as costs for external attorneys, bailiffs, experts and court fees) will be charged separately to the client.

4. Payment

4.1. The client is required to pay the invoices in full within 14 days.

4.2. The client may not offset any claims against the invoices of Clairfort.

4.3. If the client does not pay timely, the client is then required to pay not only the amount of the invoice but will also be charged for any extra costs incurred by Clairfort in order to receive payment. Furthermore, the client will be required to pay 1% interest per month on the total invoice amount plus collection costs, wherein a part of a month is calculated as a whole month.

4.4. If the client does not pay the invoice timely, Clairfort has the right to hold all activities until the pending invoice is paid in full.

5. Professional liability & insurance

5.1. The total collective liability of Clairfort shall in all circumstances (including in the event of errors or shortcomings) be limited to the amount which is paid out under the firm's professional liability policy in the matter concerned, plus the amount of the deductibles which must be borne by Clairfort.

5.2. If, for whatever reason, the insurer makes no payment under the abovementioned insurance policy, any liability shall be limited to a sum equal to the amount of the professional fees up to amount of € 15,000 (fifteen thousand euro) or – if that amount is higher – to a sum equal to the amount of the professional fees in that particular matter.

5.3. Clairfort is not liable for any errors or shortcomings of any third parties that are engaged in consultation with the client. Clairfort shall in any event be careful in selecting third parties. Clairfort has the authority to accept limitations of liability of third parties on behalf of the client.

5.4. Third parties may not derive any rights from any work performed in connection with an assignment and its results. The client indemnifies Clairfort against any and all claims from third parties that are in any way related to or result from the work performed for the client, except in the event of willful misconduct or gross negligence.

5.5. Clairfort is furthermore not liable for the consequences of inaccurate information supplied by the client.

5.6. Any claim for damages of the client will in any case lapse twelve months after the client becomes aware of the damage or loss resulting directly or indirectly from an event or circumstance for which Clairfort is or may be liable.

6. Office complaint procedure

6.1. Clairfort uses an office complaint procedure that is applicable to the agreements of assignment – and therefore to all activities of Clairfort for the client.

6.2. The office complaint procedure is available on the website of Clairfort (www.clairfort.nl) and shall at request be forwarded free of charge.

7. Dutch law and disputes

7.1. The agreements of assignment and these general conditions shall be governed by and construed in accordance with the laws of the Netherlands.

7.2. Disputes between Clairfort and the client shall be submitted to the district court of Midden-Nederland location Utrecht, or in any competent court in the client's jurisdiction.

8. Miscellaneous

8.1. Pursuant to the legislation applicable for attorneys Clairfort is obliged to verify the client's identity and to report specific unusual transactions to the authorities. The client grants its permission to do so upfront.

8.2. In the event of discrepancies between the Dutch and the English text of these general conditions, the Dutch text will be binding.