

## GENERAL TERMS AND CONDITIONS OF BON LEGAL LLP

1. These General Terms and Conditions apply to any assignment or legal relationship between BON LEGAL LLP ('BON LEGAL') and Client.
2. BON LEGAL is a Limited Liability Partnership incorporated under the laws of England and Wales with its statutory seat in Stockport, Cheshire, United Kingdom and its offices in (1075 EG) Amsterdam at the address Koninginneweg 162. BON LEGAL is registered at the Registrar of Companies for England and Wales under Partnership No. OC397518 and with the Chamber of Commerce of Amsterdam under no. 62461168.
3. BON LEGAL will be the sole contracting agent towards Client, even if it is the explicit or implicit intention that an assignment shall be executed by a specific person. Article 7:404 of the Dutch Civil Code, which sees to the latter, and article 7:407 paragraph 2 DCC, which creates joint and several liability in the event that assignments have been given to two or more persons, do not apply.
4. Third parties may not derive any rights from any work executed concerning an assignment and its results. Client indemnifies BON LEGAL against any and all third party claims that are in any way connected to or result from Client's assignment or the work done for Client.
5. Partly on the basis of the Dutch Money Laundering and Terrorist Financing (Prevention) Act, BON LEGAL is obliged to verify Client's identity and to report specific unusual transactions to the authorities. Client grants its permission thereto.
6. When executing an assignment BON LEGAL may also involve one or more persons who are not directly or indirectly related to BON LEGAL. If one or more persons who are not related to BON LEGAL must be involved to perform work with regard to the assignment, BON LEGAL will not be liable for any errors or shortcomings of such person or persons. BON LEGAL excludes all liability arising from or related in any manner whatsoever to insolvency of any bank, any other financial institution or any other third party.
7. At BON LEGAL's first request and to its favour and prior assessment, Client will provide security for the fulfilment of its obligations towards BON LEGAL. BON LEGAL will in principle invoice on a monthly basis. Payment is due to us within 14 days, failing which the Client will be in default. The Client will not be entitled to suspension or setoff. After the expiry of the term specified, BON LEGAL may charge the principal compensation due to loss of interest of 1% per month.
8. In the event of an incident in the performance of Client's assignment - with which is also meant a failure to act - that gives cause to liability, such liability will be limited to the amount paid out in the related case under BON LEGAL's professional liability insurance. Such amount includes BON LEGAL's excess under this insurance. If and insofar as any loss as a result of such liability is not covered under the professional liability insurance, BON LEGAL'S liability will be limited to € 5,000 or, if the total fee charged by BON LEGAL in the related case is higher, to that amount, subject to a maximum of € 15,000.
9. When in the context of the performance of Client's assignment or otherwise, injury, damage or loss for which BON LEGAL is liable is caused on persons or property, such liability will be limited to the amount covered by BON LEGAL's general liability insurance. Such amount will include BON LEGAL's excess under this insurance.
10. It may occur that persons who have been engaged relating to the performance of a Client's assignment, wish to limit their liability in that context. BON LEGAL assumes and, insofar as necessary, hereby stipulates that all the Client's assignments include the authority to accept such limitation of liability, also on behalf of that Client.
11. Any claim for damages of Client will in any case lapse 12 months after Client becomes aware of the damage or loss resulting directly or indirectly from an event or circumstance for which BON LEGAL is or may be liable.
12. These General Terms and Conditions may also be relied upon by (natural) legal persons that are directly or indirectly involved, in any way whatsoever, by or on behalf of BON LEGAL in the delivery of the services.
13. The applicability of any terms and conditions referred to by Client is expressly excluded.
14. These General Terms and Conditions also apply to any supplemental assignments or follow-up assignments.
15. The legal relationship between Client and BON LEGAL is governed by Dutch law. Disputes will be resolved exclusively by the competent court of Amsterdam.
16. To services provided by BON LEGAL's lawyers ('advocaten'), BON LEGAL'S complaint procedure applies. For further information, please see [www.bonlegal.nl](http://www.bonlegal.nl)
17. These General Terms and Conditions were drawn up in Dutch and in English. In the event of inconsistencies between the English and the Dutch versions, the text of the Dutch version will be binding.

Amsterdam, 16 March 2016