

1. Borsboom & Hamm N.V. ("Borsboom & Hamm") is a company limited by shares which has as its aim the conduct of a firm of attorneys at law, this in the widest sense of the word.
2. All assignments for rendering legal services are accepted and carried out exclusively by Borsboom & Hamm. This shall also apply if it is the express or implicit intention that an assignment will be carried out by a particular person. The application of article 7:404 of the Dutch Civil Code, which provides rules for the latter case, and the application of article 7:407 section 2 of the Dutch Civil Code, which vests a several liability for cases in which an assignment is given to two or more persons, is excluded.
3. Assignments which have been given shall only be carried out by Borsboom & Hamm for the benefit of the client who gave the instructions ("the client"). If two or more persons have given an assignment together, each of them is severally liable for the fulfilment of the obligations arising from the contract of assignment with Borsboom & Hamm. Third parties cannot obtain any rights from the contents of the work which has been carried out and, more generally, from the manner in which those assignments which have been given have been or have not been carried out.
4. Assignments given to handling attorneys not affiliated to Borsboom & Hamm in order to act as trial attorney at the District Court of Rotterdam or the District Court of Dordrecht, namely to perform work of an exclusively administrative nature as described until 1 September 2008 as "local counsel duties", will be accepted exclusively under the following conditions: (a) responsibility for the substantive handling of the dispute lies with the handling attorney; Borsboom & Hamm accepts no, and explicitly excludes all, disciplinary responsibility or civil liability for the substantive handling of the case; (b) the handling attorney shall indemnify Borsboom & Hamm against all claims related to the substantive handling of the case and/or with regard to (professional) errors made in the substantive handling of the case; the handling attorney will compensate Borsboom & Hamm for all reasonable costs incurred in defending against such claims; (c) the handling attorney guarantees payment of the costs charged by Borsboom & Hamm for carrying out the assignment, including but not limited to court fees; (d) the handling attorney guarantees the approval of its client for the engagement of Borsboom & Hamm as trial attorney.
5. Borsboom & Hamm shall never advise on financial, tax, insurance or social security issues or other non-legal matters. The client will have to consult another adviser on these matters.
6. All liability of Borsboom & Hamm shall be limited to the amount which is paid out in the particular case under the professional liability insurance which it has concluded, increased by the amount of the deductible which is not for the account of the insurers according to the policy conditions.

If, as a result of or in connection with the carrying out of an assignment or otherwise, damages are caused to persons or goods for which Borsboom & Hamm is liable, that liability shall be limited to the amount to which it is entitled under its general liability insurance (GLI), plus the amount of the deductible which is not for the account of the insurers according to the policy conditions.

If, for any reason whatsoever, no payments are made under the said insurances, all liability shall be limited to the professional fees charged by Borsboom & Hamm in connection with the assignment concerned, with a maximum of €100,000.--

The limitation of liability described in this article shall also apply for the event that an assignment may have been refused wrongly and this leads to damages.
7. All claims and other entitlements against Borsboom & Hamm, by virtue of whatever reason, shall lapse if they have not been submitted in writing and with supporting arguments to Borsboom & Hamm within one year after the moment that the person involved knew, or could in reason have known, the facts on which he bases his rights and entitlements.
8. The client shall be obliged to indemnify Borsboom & Hamm in respect of all claims of third parties and to reimburse Borsboom & Hamm the reasonable costs of a defence against such claims. The client shall also make good the reasonable costs and damages of Borsboom & Hamm arising from the defence against disciplinary complaints.
9. When engaging third parties for the performance of assignments which have been provided, Borsboom & Hamm shall observe all due care. The said engagement shall always take place for the account of the client. Borsboom & Hamm shall be empowered, without prior consultation with the client, to accept possible limitations of liability on behalf of the client of the third parties which it has engaged. Borsboom & Hamm shall never be liable for any defaults of these third parties. An exclusion of liability shall also apply for damages caused by improper functioning of the apparatus, software, databases, registers or other goods, with the exception of none, which are used by Borsboom & Hamm when carrying out the assignment, and also for damages caused by computer viruses and as a result of interception of audio and/or data transmissions of telephone, telefax or e-mail.
10. The costs of carrying out the assignment by Borsboom & Hamm shall include professional fees, office costs and disbursements, plus turnover tax.

Unless express agreement to the contrary has been made, or this arises from the nature of the assignment, the professional fees shall be determined on the basis of the time which

has been spent and the applicable hourly rate for the assignment concerned. This hourly rate shall be determined on the basis of the basic hourly rate which shall be laid down periodically by Borsboom & Hamm, multiplied by a factor which is dependent on the experience and the speciality of the person who actually carries out the assignment, the financial importance and the degree of urgency attached to the assignment.

The office costs, i.e. the costs of office facilities, shall be set at a nominal amount of 6 % of the professional fees. In cases in which Borsboom & Hamm serves as trial attorney at a district court or court of appeal, Borsboom & Hamm will invoice an additional one-off charge, per instance, of € 200 excl. VAT in office costs for the performance of docket actions; unless an hourly rate is agreed.

The disbursements consist of costs which are incurred by Borsboom & Hamm for the benefit of the client within the framework of carrying out the assignment. The disbursements shall include, among other things, court fees, bailiff's costs, costs of extracts and travelling costs. The travelling costs are set at a nominal amount of a minimum of € 0,40 per kilometre.

Borsboom & Hamm shall be entitled to engage the services of a local lawyer or bailiff for the benefit of a good communication with the local court of law. The costs shall be for the account of the client as disbursements.

Borsboom & Hamm shall be entitled to change the basic hourly rate which it applies and the amount of the office costs and the travelling costs. If the change entails an increase of more than 10 %, or if a change is made within three months after the conclusion of the assignment agreement, the client shall be entitled to dissolve the agreement. The right to dissolve the agreement shall lapse on the fifteenth day after date of the first invoice which is sent to the client after the increase of the basic hourly rate and/or the office costs and/or the travelling costs.

11. Payment of invoices from Borsboom & Hamm must be made within 21 days after the invoice date or as earlier as has been agreed upon.

In the event of transgression of the term of payment the client shall be in default with automatic legal effect and shall owe an interest on arrears equal to the statutory interest which applies at that time as referred to in article 6:119a in conjunction with article 6:120 section 2 of the Dutch Civil Code, unless the client is a consumer, i.e. a natural person not acting in the course of a business or profession, in which case the client shall owe an interest on arrears equal to the statutory interest which applies at that time as referred to in article 6:119 in conjunction with article 6:120 section 1 of the Dutch Civil Code.

In the event of extra-judicial recovery the client shall owe the actual recovery costs incurred by Borsboom & Hamm in addition to the client amount and the interest on arrears.

The extra-judicial costs of recovery shall amount to at least 10 % of the client amount.

The judicial costs shall not be limited to the costs of the case as set by the court, but shall be entirely for the account of the client if the latter is judged to be (mainly) in the wrong.

12. Prior to or in order to continue its provision of services, Borsboom & Hamm shall at all times be entitled to demand one or more advance payments (which shall be set-off against the final invoice) or to demand security for the performance of the payment obligations.
13. If the client defaults in the performance of its financial obligations, Borsboom & Hamm may refuse to commence its work and may postpone or stop this work.

Until the moment that the client has fulfilled all his obligations towards Borsboom & Hamm, the latter shall be entitled against anyone to retain, for the account and the risk of the client, goods, documents and moneys it holds in its possession within the framework of its agreements with the client. All goods, documents and moneys that Borsboom & Hamm and its Third Party Account Foundation ("Stichting Beheer Derdengelden") hold or will hold in their possession, whatever the reason thereof may be, serve as security with respect to all claims Borsboom & Hamm has or may at any time have against the client.

14. Borsboom & Hamm shall register personal and business details of clients. Everyone who avails themselves of the services of Borsboom & Hamm gives the person who provides these services in advance the permission to notify persons within Borsboom & Hamm, other than the attorneys at law who are directly involved, of the details if it is useful and/or necessary for these other persons to know within the framework of relational management.
15. The legal relationship between Borsboom & Hamm and its clients is governed by Dutch law. Disputes which belong to the jurisdiction of the civil law section of a Court shall be judged in the first instance exclusively by (the Provisional Measures Judge of) the Court Rotterdam. Contrary to this, if Borsboom & Hamm acts as plaintiff it shall be entitled to any court that has jurisdiction in the absence of this provision.
16. All stipulations in these general conditions have also been made for the benefit of the directors and the (indirect) shareholders of Borsboom & Hamm, and also for the benefit of all persons who work or worked for them or for Borsboom & Hamm, whether or not by virtue of an employment agreement.
17. These general conditions shall also be applicable to additional assignments and subsequent assignments of the client. They shall also be drawn up in languages other than Dutch. In the case of any discrepancy as to the contents and purport of these conditions, the Dutch text will prevail.