

General Terms and Conditions Fort Advocaten N.V.

1. General Terms and Conditions Fort Advocaten N.V. 1. Fort Advocaten N.V. - Fort - is a public limited liability company incorporated under the laws of the Netherlands, its object being to conduct a practice of law (advocatuur) and to provide related services. Fort has its offices in Amsterdam.
2. Fort shall operate as sole contracting party of the client. This shall also be the case if it is the explicit or implied intention that the instruction shall be carried out by a specific person. The applicability of section 7:404 of the Dutch Civil Code (which relates to the situation where it is the client's intention that an instruction be carried out by a specific person) and of section 7:407 paragraph 2 of the Dutch Civil Code (which establishes joint and several liability for situations in which an instruction is issued to two or more persons) is explicitly excluded.
3. The person who is a direct or indirect shareholder of Fort and who performs professional services for Fort may be referred to by Fort as "partner" or "vennoot". The person referred to as such acts exclusively for the account and risk of Fort in performing his or her professional services.
4. Any additional and follow-up instructions are also governed by these General Terms and Conditions, which, in that case, clients are deemed to have read and understood.
5. Any liability on the part of Fort is limited to the amount that is paid out in the matter concerned under Fort's professional liability insurance policy, plus the amount of the excess that under the policy conditions is not payable by the insurer.
6. Fort is authorized to take on the services of third parties in connection with the instruction from the client and shall, as far as possible, conduct advance consultations with the client. Fort is at no time liable for any failure or unlawful act on the part of third parties. Fort is authorized by the client to accept on behalf of the client any limitations of liability of third parties and the client indemnifies Fort against all third-party claims.
7. Without prejudice to the provisions of section 6:89 of the Dutch Civil Code, all claims in respect of Fort will lapse 12 months after the client has noted or should reasonably have noted an event or circumstance that gives or may give rise to a claim and, in any event, 24 months after the event or circumstance that gives or may give rise to a claim has occurred.
8. Unless explicitly agreed otherwise in writing, the fee is calculated on the basis of the number of hours worked multiplied by hourly rates (excluding Dutch VAT) periodically fixed by Fort.
9. Costs and expenses payable by Fort on behalf of any client – including for example taxed and untaxed disbursements – are charged periodically in addition to the fee. In order to cover general office costs,



Fort is entitled to charge a certain percentage of its fee excluding Dutch VAT. Any travel costs incurred by Fort are charged to clients by a fixed amount (excluding Dutch VAT) per kilometre.

10. If a client does not make payment within 14 days or does not settle a requested advance payment within the required period, Fort is entitled to immediately suspend or cease its activities for the client without Fort being liable for any damages that arise as a result.
11. If within two months of the invoice date a client fails to make a written objection against the amount of the fee charged, or at least against the amount of the invoice in general, the invoice as it stands is deemed to be irrevocable.
12. In the event that the client and Fort engage in communications through electronic means, such as e-mail and other data communications, both parties recognise the risks associated therewith, such as among other risks, distortion, loss, delays and virus transmission. Fort will not be liable for any damages as a result of the use of electronic communication, except in the event of wilful misconduct or gross negligence. The client and Fort will do or not do all that can be reasonably expected from them to avoid such risks.
13. These General Terms and Conditions may also be invoked by persons and legal entities associated with Fort, explicitly including all employees and contractors of Fort, whether directly or indirectly, that are involved in any manner in the services provided by or on behalf of Fort. This is an irrevocable third party clause within the meaning of section 6:253 of the Dutch Civil Code.
14. Dutch law is applicable to any disputes and the District Court of Amsterdam has jurisdiction.

The Dutch version of these General Terms and Conditions was filed with the Registry of the District Court of Amsterdam under number 95/2015 on December 22, 2015.