

GENERAL TERMS AND CONDITIONS DÜZGÜN & PARTNERS

Article 1

In these general terms and conditions Düzgün & Partners Advocaten B.V. means: the partnership Düzgün & Partners with office at Pedro de Medinalaan 11, 1086 XK Amsterdam, also referred to as the "firm", including the associated attorneys and other associates that work for Düzgün & Partners Advocaten B.V.

Article 2

These general terms and conditions apply to all assignments given to Düzgün & Partners. The persons authorised by Düzgün & Partners to accept assignments on its behalf are hereinafter referred to as "partners".

Article 3

All assignments shall be deemed to be given exclusively to Düzgün & Partners and not to any person associated with Düzgün & Partners. The same shall apply if it is the intention of the parties that an assignment be carried out by a particular person associated with Düzgün & Partners. The effect of Article 7:404 and Article 7:407 section 2 of the Dutch Civil Code is excluded. The term "associated person" shall mean any employee, adviser, partner and shareholder of Düzgün & Partners.

Article 4

Düzgün & Partners shall observe due care in the execution of the assignments given to it, in the performance of all its work and in the selection of other persons to be engaged by it.

Article 5

1. Düzgün & Partners is not liable for any kind of damage resulting from incomplete or incorrect information provided to Düzgün & Partners by the client.
2. Düzgün & Partners is not liable for damage resulting from any suspension of activities, if that suspension is the result of the non-timely payment of invoices of the firm.
3. Third parties cannot rely on the contents of work performed by the firm. The client indemnifies Düzgün & Partners against any claims of third parties stating that they incurred damage as a result of work performed.
4. If an event occurs in the execution of an assignment that leads to liability of Düzgün & Partners, then this liability shall be limited to the amount to be paid out in that case under the professional liability insurance taken out by Düzgün & Partners, plus the applicable excess.
5. Any action for compensation shall be barred by the expiry of twelve months from the beginning of the day following that on which the client has become aware of the damage and of Düzgün & Partners as the party liable for it.
6. If the professional liability insurance taken out gives no entitlement to any amount for any reason, then the liability of Düzgün & Partners shall be limited to the amount charged by Düzgün & Partners in the case concerned in the year concerned, with a maximum of EUR 5,000.

Article 6

If Düzgün & Partners engages a person not associated with it in the execution of an assignment, then Düzgün & Partners shall not be liable to the client for any error or failing of this person. By giving Düzgün & Partners an assignment, the client is also authorising Düzgün & Partners, if a person engaged by Düzgün & Partners wishes to limit its liability, to accept this limitation of liability on the client's behalf.

Article 7

Not only Düzgün & Partners but also any person associated with Düzgün & Partners may rely on these general terms and conditions. The same applies to successors by universal title of associated persons, former associated persons and the legal successors by universal title of former associated persons.

Article 8

Düzgün & Partners and Stichting Derdengelden Düzgün & Partners Advocaten (client trust account) may hold funds of clients or third parties for the purpose of the execution of assignments. Düzgün & Partners and Stichting Derdengelden Düzgün & Partners Advocaten shall deposit these funds with a Dutch bank. Düzgün & Partners and Stichting Derdengelden Düzgün & Partners Advocaten shall not be liable if this bank should fail to fulfil its obligations.

Article 9

Under prevailing legislation and regulations (including the Money Laundering and Financing of Terrorism (Prevention) Act) Düzgün & Partners is obliged to determine the identity of clients and to report unusual transactions to the authorities under certain circumstances. By giving Düzgün & Partners an assignment, the client is confirming that it is aware of this and is giving its consent to the extent necessary.

Article 10

Unless otherwise agreed, fees shall be calculated on the basis of the number of hours worked multiplied by hourly rates to be set annually by Düzgün & Partners.

Article 11

Expenses paid by Düzgün & Partners for the benefit of the client shall be charged separately. A charge of 6% of the fees shall be made to cover general office expenses (such as postage, telephone, fax and copying charges, etc).

Article 12

All amounts shall be exclusive of VAT. The client will in principle be charged monthly for the work, with a payment term of 14 days from the date of invoice. In the event of overdue payment Düzgün & Partners shall be entitled to charge statutory interest and all the costs associated with the collection of an invoice.

Article 13

Düzgün & Partners and all persons associated with Düzgün & Partners shall have the client's consent to communicate with the client by unprotected electronic means, including email, fax and telephone, unless otherwise agreed in writing in advance.

Article 14

Without prior written consent of Düzgün & Partners the client is not allowed either with or without cooperation of third parties to reproduce, publish and/or exploit in any other manner the advice, contract or other intellectual property provided by Düzgün & Partners to the client. Breach of this provision shall lead to the client having to pay a penalty of EUR 250,000 to Düzgün & Partners

Article 15

1. The legal relationship between Düzgün & Partners and its clients shall be governed by Dutch law. The district court of Amsterdam shall have sole jurisdiction to hear any dispute between Düzgün & Partners and a client in the first instance.
2. There is a Dutch and an English version of these general terms and conditions. In the event of any discrepancy between the Dutch version and the English version, the Dutch version shall prevail. These general terms and conditions have been filed at the registry of the district court in Amsterdam.