

General Terms and Conditions of Bentham Gratama Advocaten B.V.

1. Bentham Gratama Advocaten B.V. ('Bentham Gratama') is a private company with limited liability. These general terms and conditions are applicable to any assignment, including any amended, existing or future assignment, which is issued to Bentham Gratama or the legal entities or persons working for Bentham Gratama, as well as to all related legal relationships.
2. These general terms and conditions have also been drawn up on behalf of any third party, whether employed or otherwise, that is engaged in any assignment, or is or may be liable in connection therewith. This concerns a third-party clause as referred to in Article 6:253-256 of the Dutch Civil Code.
3. All assignments are exclusively accepted and implemented by Bentham Gratama, even if the explicit or tacit intention is for an assignment to be carried out by a certain person. Assignments will only be accepted to the exclusion of Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code.
4. The issued assignment will be performed exclusively on behalf of the client. The client is not permitted to issue to third parties documents drawn up by Bentham Gratama on behalf of the client, with the exception of advisers engaged by the client. Third parties cannot derive any rights from the content of the work carried out and the results thereof (for themselves or parties other than the client). If the client informs third parties about the content of the work performed by Bentham Gratama, the Client will be obliged vis-à-vis Bentham Gratama to inform those third parties that the work in question was performed subject to the applicability of these general terms and conditions. If a third party uses the content of the work in any way, that third party will be bound by the content of these general terms and conditions.
5. When engaging auxiliary staff and other third parties, Bentham Gratama will take the necessary care and (except in the event of procurator and bailiff assistance) consult with the client as regards selecting third parties, insofar as this is possible and usual in the context of the client relationship. The costs of engaging these third parties are for the client's account. Bentham Gratama is not liable for any shortcomings of these third parties. Bentham Gratama is authorised to accept any liability restrictions of third parties on behalf of the client.
6. The client indemnifies Bentham Gratama against all third-party claims, including the reasonable costs of legal assistance, which are related in any way with, or result from, the work performed by Bentham Gratama for the client.
6. If, due to or in connection with the execution of a client assignment, or in any other way, damage is caused to people or property, with regard to which Bentham Gratama is liable, said liability will be limited to the amount paid out in the event in question by the (professional) indemnity insurance taken out by Bentham Gratama, plus the policy excess that is payable by the insurer in accordance with the policy conditions.
7. If, for whatever reason, the insurance policies referred to cannot or will not pay out, any liability of Bentham Gratama will be limited to twice the fee declared for the assignment from which the liability results, up to a maximum of € 50,000. This restriction of liability does not apply insofar as the damage is the consequence of intent or gross negligence on the part of Gratama or its lawyers.
8. The professional indemnity insurance of Bentham Gratama fulfils the requirements of the Netherlands Bar [*Nederlandse Orde van Advocaten*]. Information about insurance is available for perusal at the offices of Bentham Gratama.
9. The restriction of liability in these general terms and conditions also applies to non-subordinates that (also) perform the assignment. This provision must be regarded as a third-party clause as referred to in Article 6:253-256 of the Dutch Civil Code.
10. The client is only entitled to call Bentham Gratama to account in connection with any liability as referred to in Article 6. Any compensation vis-à-vis employees, lawyers and directors of practice-based companies of shareholders of Bentham Gratama is excluded. This provision must be regarded as a third-party clause as referred to in Article 6:253-256 of the Dutch Civil Code.
11. Any claims vis-à-vis Bentham Gratama will lapse if they have not been submitted to the competent court within one (1) year after the client knew about them, or reasonably could have known about them.
12. The work performed by Bentham Gratama on behalf of the client is to be charged on the basis of the time spent, multiplied by the fee applicable for the assignment, unless agreed otherwise.

- The fee is based on a fixed hourly rate, but can vary (depending on experience and specialist knowledge of the party that actually performs the assignment, the financial interest and the degree of urgency associated with the assignment and the client's financial capacity). Every year, as of 1 January on each occasion, the hourly rates applied by Bentham Gratama will be amended and adjusted according to inflation. The fee will be increased by turnover tax as well as any travel expenses and third-party costs (advances).
13. The work will be charged periodically. Unless explicitly agreed otherwise, the payment term will be 14 days after the invoice date. If payment is not forthcoming by this deadline, the client will be legally in default and will owe the statutory interest as of the due date without any additional notice of default being required and without prejudice to the other rights of Bentham Gratama. If payment is not forthcoming after a reminder, Bentham Gratama will be entitled to charge all reasonable judicial and extrajudicial (collection) costs it has incurred (including those which exceed the liquidation rate) which are the consequence of non-fulfilment by the client of its payment obligations. Extrajudicial costs will, in any event, amount to a minimum of 15% of the outstanding principal sum. If the client is a private individual, the extrajudicial costs will be based on the BIK scale (Extrajudicial Collection Costs scale) or subsequent relevant regulations.
 14. Bentham Gratama can always request an advance for work (to be) carried out.
 15. If the client fails to pay for the work (as well as the requested advances), Bentham Gratama will be entitled to suspend its activities until complete and integral payment has taken place, to the exclusion of any liability of Bentham Gratama for any damage which might arise.
 16. The client's personal details will be used within the framework of the performance of the assignment issued. These personal details will also be included in a file for commercial purposes, including invitations to seminars or the sending of newsletters. At the client's request, the personal details will be immediately deleted from the file in question.
 17. The lawyers who perform the assignment in question are registered with the Netherlands Bar [*Nederlandse Orde van Advocaten*], Neuhuyskade 94, 2596 XM, The Hague, +31 (0)70-3355353, info@advocatenorde.nl
 18. The legal relationship between Bentham Gratama and the client is governed by Dutch law. Unless the Disputes Regulations for the Legal Profession [*Geschillenregeling Advocatuur*] apply, the competent court in the Netherlands will have exclusive jurisdiction to entertain disputes.

Bentham Gratama Advocaten B.V. (Chamber of Commerce no.: 66383730), Bencs Advocaten B.V. (Chamber of Commerce no.: 62328573) and Adreyt B.V. (Chamber of Commerce no.: 24369678) each operate for their own account and risk under the trade name Bentham Gratama Advocaten. See www.benthamgratama.nl. All lawyers work for the private company with limited liability, Bentham Gratama Advocaten B.V., with the exception of D. Meulenberg LL.M. and P.A.M. Manning who work for Bencs Advocaten B.V. and with the exception of J.M. Hebly LL.M. who works for Adreyt B.V.