

GENERAL CONDITIONS

DEN HOLLANDER ADVOCATEN Solicitors and barristers at Middelharnis

1. Den Hollander Advocaten a private company with limited liability carrying on the business of a legal practice.

2. In respect of all services for which Den Hollander Advocaten is engaged by a client, Den Hollander Advocaten shall be the sole party providing these services, even if it is the explicit or tacit intention of a client that the work be carried out by a particular person. Application of the provisions of section 7:404 and subsection 2 of section 7:407 of the Civil Code shall be excluded.

3. In the case of the occurrence of any event, including any act or omission leading to liability of Den Hollander Advocaten or of one or more persons in its employ, such joint liability shall be limited to the amounts which can be claimed under the professional indemnity insurance taken out by Den Hollander Advocaten, including the insured deductible risk.

4. If through or in connection with the providing of services for a client under an engagement or otherwise, any damage, loss or injury is caused to persons or object for which Den Hollander Advocaten, or one or more persons in its employ, are liable, such liability shall be limited to the amounts which can be claimed under the General Liability Insurance taken out by Den Hollander Advocaten, including the insured deductible risk.

5. If and insofar as no payment under the insurance policies referred to under article 3 and 4 above takes place, for whatever reason, the joint liability of Den Hollander Advocaten and the persons in its employ shall be limited to the higher of € 10.000,-- or the fee charged by Den Hollander Advocaten in respect of the case concerned, up to a maximum of € 25.000,--. We will send you information about the insurance cover referred to above on request.

6. Den Hollander Advocaten can accept no liability whatsoever if any services it has provided are used, without its explicit written consent, for any purpose or in any case, howsoever similar, other than that for which these services were intended.

7. The selection of any third parties whose services are to be engaged by Den Hollander Advocaten shall, where possible, be made in consultation with the client. Den Hollander Advocaten can accept no liability for any failure on the part of such third parties in the rendering of such services.

For the purpose of the foregoing Den Hollander Advocaten assumes and hereby insofar as necessary stipulates that it shall have the authority to accept on

behalf of the client any limitation of liability stipulated by such third parties.

8. Unless otherwise agreed, the fees for legal services shall be calculated on the basis of the number of hours worked multiplied by the hourly rates and factors as fixed annually by Den Hollander Advocaten. Extrajudicial collection costs shall be charged to the client on the basis of the current collection rates of the Dutch Bar Association.

9. Any disbursements paid by Den Hollander Advocaten for the client, such as court registry fees, Chamber of Commerce charges and suchlike, shall be charged separately. A percentage of the fee shall be charged to the client to cover office expenses (such as postage, telephone, fax and copier costs).

10. For the work carried out the client may be charged at regular intervals, for instance on a two-monthly or quarterly basis. Payment of the invoice shall be due within fourteen days from the invoice date. In case of default of payment within the stipulate period, Den Hollander Advocaten shall have the right to charge the statutory interest rate on commercial and non-commercial transactions, as appropriate. Den Hollander Advocaten shall also have the right to charge advance payments in respect of fees.

11. These general conditions may be invoked not only by Den Hollander Advocaten but also by all persons whose services have been engaged by Den Hollander Advocaten for the providing of the services for a client. The same shall apply for former employees and their heirs should they be held liable after having left the employ of Den Hollander Advocaten.

12. These general conditions shall apply to every engagement accepted by Den Hollander Advocaten for the providing of services for a client and to any supplementary of subsequent engagement. In the event of any dispute concerning their content and purport, the Dutch text of these general condition shall prevail and be binding.

13. The legal relationship between Den Hollander Advocaten and its clients shall be governed by Dutch law. Any disputes shall be exclusively referred to and settled by the competent Dutch courts, the District Court of Rotterdam being the exclusive competent court of first instance.