

**GENERAL TERMS AND CONDITIONS ARBOR ADVOCATEN N.V.**

1. ARBOR advocaten is a trade name of ARBOR Advocaten N.V., established in Amsterdam and registered with the Chamber of Commerce number 34235745, where these general terms and conditions have been deposited. ARBOR advocaten has the objective of practicing law by lawyers admitted to the bar, such in the broadest sense. Such practice is also carried out by persons contracted by ARBOR advocaten.
2. All instructions are exclusively accepted and carried out by or on behalf of ARBOR advocaten. Articles 7:404 and 7:407 subsection 2 Civil Code are not applicable. ARBOR advocaten decides in which manner it organizes and executes its activities.
3. Further to the Act on Identification of Services, ARBOR advocaten has the obligation to identify its client. For that purpose the client is required to provide evidence such as ID and recent excerpt of the Trade Register of the Chamber of Commerce, of which ARBOR advocaten will keep a copy. If the client does not comply with the obligation ARBOR advocaten is entitled to suspend or terminate the engagement.
4. These general terms and conditions are applicable to all persons who work on any title on behalf of ARBOR advocaten, among which the directors of the legal practice companies as well as to all third parties involved by or on behalf of ARBOR advocaten.
5. Unless agreed explicitly otherwise, the services are charged on the basis of time spent multiplied by the applicable hourly rate. All rates applied by ARBOR advocaten are, unless agreed otherwise, exclusive of 6% fixed disbursements, VAT and exclusive of all other expenses incurred with regard to the services delivered among which, but not limited to, all traveling and accommodation costs, court expenses and other disbursements.
6. ARBOR advocaten sends its invoices for services and expenses made to the client after the end of a calendar month. These invoices must be paid within 14 days from their date, by lack of which ARBOR advocaten is entitled to charge interest, inclusive (legal) interest, of 1.25% per month for the amount unpaid. Part of the month is regarded as a full month. All costs made by ARBOR advocaten to realize payment by the client are charged in accordance with the rates defined by the Dutch Bar Association.
7. The hourly rates are set by ARBOR advocaten for each lawyer on a yearly basis per 1 January. In setting the hourly rates not only the salary and price developments in the business but also the increased level of experience of the lawyer involved is taken into account. ARBOR advocaten will inform the client of such changes in rates together with the invoice for services rendered in the first month of the year.

8. Each and every liability of ARBOR advocaten and of those working on their behalf, is in total limited to the amount paid out in the matter under the firms general liability insurance policy/policies. Details concerning this insurance are available at request.
9. If and in as far as any payout on the basis of such insurance does not take place, each and every liability is limited to the amounts invoiced and received in the matter at hand, up to a maximum amount of € 30,000,-. ARBOR advocaten cannot be held liable for defaults of third parties involved by her. Any further liability is excluded. The client indemnifies ARBOR advocaten from any claims by third parties inclusive of all reasonable expenses made for defense by ARBOR advocaten.
10. Any claim against ARBOR advocaten except for claims which have been recognized by ARBOR advocaten, lapses automatically twelve months after such claim arises.
11. The legal relationship between ARBOR advocaten and the client is exclusively governed by Dutch law. Disputes shall be exclusively adjudicated by the competent Court of Amsterdam.
12. These general terms and conditions will be provided upon request and without charge and are also made available on the website of ARBOR advocaten: [www.arboradvocaten.nl](http://www.arboradvocaten.nl).

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