



The General Terms and Conditions governing the services to be provided by or on behalf of the private limited company governed by Dutch law Russell Advocaten B.V., hereinafter to be referred to as 'Russell Advocaten'.

1. The relation between Client and/or other third parties and Russell Advocaten shall be governed entirely by the law of the Netherlands.
2. All assignments by Clients or commissioning parties are considered to be set out in an agreement of assignment with Russell Advocaten. An agreement with Russell Advocaten will only come into effect after written acceptance thereof by one of the partners/shareholders of Russell Advocaten and after the advance payments have been received and the agreement of assignment has been signed and returned by the Client. Third parties can not derive any rights from the agreement, the services provided or the results thereof. Solely Russell Advocaten is contracting party vis-à-vis the Client. Articles 404 and 407(2) of Book 7 of the Dutch Civil Code shall not be applicable. The person who is directly or indirectly a shareholder of Russell Advocaten and who carries out professional work on behalf of Russell Advocaten can be referred to by Russell Advocaten as "partner", such as in accordance with general professional practice. When performing his professional work, the herein referred to person will be acting solely at the risk and expense of Russell Advocaten.
- 3a. Russell Advocaten shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by or on its behalf. Achieving the intended result is not guaranteed by Russell Advocaten.
- 3b. Russell Advocaten may at any time appoint the person(s) who will carry out the assignment for the Client. This also applies in the event that it is the explicit or implicit intent that the assignment be performed by a specific person. Under no circumstances will the Client be able to demand performance of the assignment as agreed by any other than Russell Advocaten.
4. Russell Advocaten has an agreement of cooperation with several natural persons and legal entities, who are also working under the business name Russell Advocaten. When carrying out an assignment, Russell Advocaten may involve one or more persons that are not, whether directly or indirectly, connected with Russell Advocaten. Any failure of such person may only be attributed to Russell Advocaten, if the Client proves that Russell Advocaten did not act with due care when choosing such person. In the event that persons who have been engaged in connection with the performance of a Client's assignment wish to limit their liability in relation thereto, Russell Advocaten shall proceed on the assumption, and insofar as necessary, stipulates, that all Client's assignments also include the authority to accept such limitation of liability on behalf of the Client.
5. The Client shall allow that Russell Advocaten and the persons involved in carrying out an assignment by or on behalf of Russell Advocaten share information relating to the Client and an assignment awarded by the Client with other persons connected with Russell Advocaten, to the extent required or useful for the purposes of client relation management / the file.
- 6.1. The Client shall be entitled to compensation for the damages sustained by the Client that is, by law, a consequence of an event or series of connected events for which Russell Advocaten is liable by law:
 - a. where Russell Advocaten has any insurance coverage for such damages, to a maximum and not exceeding an amount equal to the insurance payment to be received by Russell Advocaten plus the policy excess payable by Russell Advocaten under such insurance;
 - b. where Russell Advocaten does not have insurance coverage for such damages at all, the damages shall not exceed the amount invoiced by Russell Advocaten with regard to the matter in question, with a maximum amount of EUR 450,000.
- 6.2. Without prejudice to the provisions set forth in Article 89 of Book 6 of the Dutch Civil Code, the right to compensation for damages shall at any rate terminate twelve months after the occurrence of the event that caused, whether directly or indirectly, the damages for which Russell Advocaten is liable.
- 6.3. The provisions set forth in paragraphs 6.1 and 6.2 shall also apply, if the Client claims compensation for damages on the grounds of a right taken over or acquired from a third party.
- 6.4. In the event that one or more third parties should claim from Russell Advocaten compensation for damages they sustained in connection with services provided by or on behalf of Russell Advocaten to the Client, the latter shall indemnify Russell Advocaten against such claim or claims and additional costs (including legal costs), insofar as Russell Advocaten should have to pay to the third party or parties compensation in excess of the compensation Russell Advocaten would have had to pay to the Client if the Client had claimed compensation from Russell Advocaten for the damages sustained by such third party or parties.



- 6.5. In the event that both the Client and a third party should claim damages from Russell Advocaten in connection with services provided to the Client by or on behalf of Russell Advocaten, the damages sustained by the Client shall not qualify for compensation insofar as the amount of the claim to be paid to the Client would, as such or after having been increased by the amount of the claim to be paid to the third party or parties, be in excess of the maximum amount provided in Article 6.1 under (a) or (b).
7. The General Terms and Conditions may also be invoked by those natural persons or legal entities that are involved, whether directly or indirectly, in any manner whatsoever with the services provided by or on behalf of Russell Advocaten.
8. The General Terms and Conditions shall also be applicable to any supplementary or follow-up assignments.
- 9a. Unless otherwise agreed upon, the fees will be calculated pro rata the number of hours worked multiplied with the hourly rate to be established by Russell Advocaten. In addition, the Client will be due the amount involved with disbursements (court registry fees, bailiff's costs, travel and accommodation expenses, as well as, if applicable, costs of third parties). To cover general office expenses (such as postage, telephone, fax and copy expenses) a percentage of 6% of the fee will be charged. All amounts are excluding value added tax (V.A.T.) against the current applicable tariff. Unless otherwise agreed upon, Russell Advocaten will invoice on a monthly basis. Russell Advocaten may insist on an advance payment from the client prior to the commencement of its activities or a further advance payment during its activities. Only upon receipt of the (further) advance payment Russell Advocaten is obliged to commence its activities respectively to continue these. An advance payment will be settled with the final invoice.
- 9b. Invoices have to be paid without delay or settlement within 14 days after the invoice date. In case of non-payment within that term, Russell Advocaten will be entitled to payment of interest as of the (15th) fifteenth day after the invoice date, it may also immediately suspend its activities for the Client and the client shall be obliged to pay 1% of the invoiced amount per month as interest, as well as the (extrajudicial) collection costs, which are calculated at least 10% of the invoiced amount.
10. All disputes regarding i) the services provided by or on behalf of Russell Advocaten and/or ii) the legal relationship with the Client or a third party, will be settled exclusively by the Court of Haarlem, without prejudice to the right of appeal or appeal in cassation.
11. These General Terms and Conditions also apply to the directors of the shareholders and all other persons working for Russell Advocaten, directly or indirectly as partner, employee, advisor, third party or in any other capacity.
12. The files that are kept by Russell Advocaten in the context of an assignment will be archived for a maximum period of (10) ten years. Thereafter Russell Advocaten is free to destroy them.
13. In the event that communication between the Client and Russell Advocaten takes place electronically -by email or other data communications-, both parties shall ensure standard virus protection. Parties can not be held liable for any damage caused by the sending or reception of viruses and/or irregularities in the communication (electronically) or for messages that are not received or that are damaged. E-mails and other forms of data communications are sent without encryption. As a consequence, secrecy is not guaranteed. Prior to sending any specific message, the Client may request (by timely notification) the use of the encryption facilities available at Russell Advocaten.
14. Each of the parties may, by written notification only, terminate the agreement, if required with immediate effect. The Client is obliged to pay the fees and additional charges for the work performed until the moment of termination of the agreement, in accordance with paragraphs 9a and 9b.
15. In case of differences between the Dutch and the English text of the General Terms and Conditions, the Dutch text is binding.
16. These General Terms have been filed on 28 December 2007 at the Registry of the Court in Amsterdam under number 184/2007. Upon request the Terms will be forwarded free of charge and they can also be consulted on www.russell.nl.