

GENERAL CONDITIONS OF DE METZ ADVOCATEN N.V.
ESTABLISHED AT AMSTERDAM

1. De Metz Advocaten N.V. ("De Metz") is a limited liability company (in Dutch: *naamloze vennootschap*) incorporated under the laws of the Netherlands, whose object is to practice the profession of lawyer (in Dutch: *advocaat*). A list of the shareholders of De Metz, or the persons holding shares in De Metz through their respective holding companies – which persons are, in conformity with international practice, referred to as "partners" – will be made available upon request.
 2. These general conditions are applicable to all instructions (including, without limitation, supplemental and further instructions) rendered to and accepted by De Metz, unless explicitly agreed otherwise in writing prior to the acceptance of any instructions. The applicability of the instructing client's general conditions is explicitly excluded.
 3. All instructions are deemed to be instructions rendered to and accepted by De Metz only, pursuant to a contract for professional services (in Dutch: *overeenkomst van opdracht*), even if it is the express or implied intent that an instruction will be performed by a specific person. The operation of article 7:404 of the Dutch Civil Code, which addresses the last mentioned case, and the operation of article 7:407 (2) of the Dutch Civil Code, which creates a joint and several liability in those cases in which an instruction is given to two or more persons, is excluded. In acting upon an instruction, De Metz may call upon the assistance, under its responsibility, of the "partners" (as referred to above) and the employees of De Metz and, where appropriate, may engage the services of third parties.
 4. De Metz shall exercise due care in performing an instruction and selecting and engaging the services of third parties. When engaging the services of third parties, De Metz shall (except in the case of local counsel engaged to file papers in Dutch courts outside Amsterdam (in Dutch: *procureur*) and bailiffs (in Dutch: *deurwaarders*)), as far as practically possible, select such third parties after consultation with the client. Any and all liability in respect of such third parties is excluded.
 5. If the performance of an instruction by De Metz gives rise to liability, this liability shall at all times be limited to the amount which is paid under De Metz's liability insurance in respect of the matter concerned plus the amount of any deductible (in Dutch: *eigen risico*) which under the terms of the insurance policy is for the account of De Metz. If, for whatever reason, the insurer makes no payment under the insurance policy referred to above, any liability shall be limited to a sum equal to the amount paid by the client to De Metz in relation to the matter, or the relevant part thereof, in respect of which the liability has arisen, subject to a maximum of EUR 100,000. Without prejudice to the provisions set forth in article 6:89 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 De Metz is liable.
 6. Performance by De Metz of instructions shall be exclusively on behalf of the instructing client. The (contents of) the works and services performed shall not confer any rights on third parties.
 7. In respect of instructions performed, fees, disbursements, office expenses and V.A.T. shall be payable by the instructing client. Invoices must be paid within the period stated on the invoice or, in the absence thereof, within fourteen days from the date of the invoice. Should payment not be received within such period, the client shall be deemed to be in default, without any further notice being required.
 8. De Metz shall have the right to request the instructing client to make an advance payment prior to any work being undertaken. Any such advance shall be set-off against the final invoice in the relevant matter.
 9. The relationship between De Metz and the instructing client is governed by the laws of The Netherlands. The court of Amsterdam, the Netherlands shall have exclusive jurisdiction over any dispute which may arise between De Metz and a client. Notwithstanding the above, De Metz shall have the right to take legal action against the client in a court of law that would have had jurisdiction over disputes between the client and De Metz if the above nomination of jurisdiction had not been made.
 10. These general conditions are stipulated not only for the benefit of De Metz, but also for the benefit of its "partners" (as referred to above), shareholders and their managing director, managing directors of De Metz, employees and all persons engaged by De Metz in relation to the performance of an instruction.
 11. In the event of any conflict between the Dutch text of these general conditions and the text of any translation thereof, the Dutch text shall prevail.
- These general conditions have been deposited with the Court of Amsterdam, the Netherlands and appear on De Metz's website: www.demetz.nl.