

**TERMS OF BUSINESS OF
VAN TILL ADVOCATEN AT AMSTERDAM – NON EU**

1. These terms of business, which are also available on our website www.vantill.nl, are applicable to all instructions (including, without limitation, supplemental and further instructions) rendered to and accepted by Van Till advocaten. The applicability of the client's general conditions is explicitly excluded.
2. All instructions are deemed to be instructions rendered to and accepted by Van Till advocaten 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. Thus, the client can only instigate a claim against Van Till advocaten. The operation of section 7:404, section 7:407 (2) and of section 7:409 of the Dutch Civil Code is excluded. In acting upon an instruction, Van Till advocaten may call upon the assistance, under its responsibility, of its partners and its employees.
3. Van Till advocaten shall exercise due care in performing an instruction and selecting and engaging the services of third parties. Achieving the intended result is not guaranteed by Van Till advocaten. When engaging the services of third parties, Van Till advocaten shall (except in the case of bailiffs), as far as practically possible, select such third parties after consultation with the client. Van Till advocaten may accept stipulations restricting liability used by such third parties on behalf of the client as well. Any and all liability of Van Till advocaten in respect of such third parties is excluded.
4. If the performance of an instruction by Van Till advocaten and/or its partners or employees gives rise to liability (on any legal ground whatsoever), (i) the client shall only be entitled to hold Van Till advocaten liable and not its partners and/or employees, and (ii) this liability shall at all times be limited to the amount which is paid under Van Till advocaten'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 Van Till advocaten. The sum insured by Van Till advocaten in respect of damage is now € 2,000,000,= per claim with a maximum of twice that amount per year. 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 Van Till advocaten in relation to the matter, or the relevant part thereof, in respect of which the liability has arisen, subject to a maximum of € 25,000,=. Without prejudice to the provisions set forth in section 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 Van Till advocaten is liable.
5. The performance by Van Till advocaten of instructions shall be exclusively on behalf of (and at the cost and expense of) the client. The (contents of) the works and services performed shall not confer any rights on third parties.
6. The client indemnifies Van Till advocaten and all persons affiliated with Van Till advocaten for the consequences of claims by third parties arising from or related to the execution of instructions by Van Till advocaten.
7. In respect of instructions performed, fees, disbursements, office expenses and VAT shall be payable by the 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. Van Till advocaten shall have the right to request the 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. Payments received by Van Till advocaten on behalf of the client will be transferred to the bank account of Stichting Derdengelden Van Till advocaten. There will be no interest compensation on these payments to the client (or any other beneficiaries), unless otherwise agreed in writing.
10. All electronic communication, including e-mails, shall be deemed to be in writing. The client consents to Van Till advocaten using digital communication and data storage services. Van Till advocaten shall not be liable for any loss resulting from the use thereof.
11. Van Till advocaten processes personal data of its clients and persons working for the client in order to provide the best possible service and to comply with statutory obligations. Any processing of personal data will be done in accordance with the privacy policy of Van Till advocaten. This policy can be found on www.till.nl.
12. Van Till advocaten is obliged by law to verify the identity of its clients and to report unusual transactions to the authorities, without informing the client.
13. The relationship between Van Till advocaten and the client is governed by the laws of The Netherlands. The rules of procedure for complaints of Van Till advocaten, according to the model of the Dutch bar association, shall apply to each instruction. Any dispute which may arise between Van Till advocaten and a client shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*) as at present in force. The arbitral proceedings and all documents delivered to or by the arbitrator(s) shall be conducted in English. The place of arbitration shall be Amsterdam, The Netherlands. The arbitral tribunal shall decide in accordance with the rules of law. Notwithstanding the above, Van Till advocaten 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 Van Till advocaten if the above arbitration clause had not been made.
14. Without prejudice to the first sentence of article 4, these terms of business are stipulated not only for the benefit of Van Till advocaten, but also for the benefit of its (former, current and future): (i) partners, (ii) , if applicable, their managing directors and (direct and indirect) shareholders, (iii) managing directors and employees of Van Till advocaten, (iv) all persons employed by Van Till advocaten and (v) all persons engaged by Van Till advocaten in relation to the performance of an instruction, along with any heirs of the aforementioned (collectively the "Beneficiaries"). Articles 2 and 4 as well as this article 14 constitute a third party beneficiary clause (in Dutch: *derdenbeding om niet*) within the meaning of section 6:253 of the Dutch Civil Code for the benefit of the Beneficiaries, which clause is hereby accepted by Van Till advocaten acting as agent on behalf of the Beneficiaries.
15. In the event of any conflict between the Dutch text of these terms of business and the text of any translation thereof, the Dutch text shall prevail.