



Algemene Voorwaarden

1. These general terms and conditions apply on all assignments to Keijzer & Cie. Keijzer & Cie is a trade name of Praktijkvennootschap M. Keijzer B.V., a private company with limited liability. The purpose of Keijzer & Cie is the providing of legal services (*advocatuur*) with respect to the laws of the Netherlands, excluding tax law. Keijzer & Cie has its statutory seat in Amsterdam and is registered with the Amsterdam Chamber of Commerce under number 34319089;
2. All assignments of clients shall be explicitly accepted and performed by or on behalf of Keijzer & Cie. This shall mutatis mutandis apply for the event that it is intended by the parties that a person associated with Keijzer & Cie shall in principle perform the assignment. With the term "associated persons" is meant: partners, persons acting for Keijzer and Cie whether as employee or otherwise, its advisors or shareholders ("Associated Person"). Section 7:404 and 7:407 subsection 2 of the Dutch Civil Code (*Burgerlijk Wetboek*) are herewith excluded;
3. Keijzer & Cie keeps personal data in its client files. At the request of the client, the client may obtain access to these files containing personal data. The client agrees that exchange of information may be effected electronically (internet and e-mail) and realises that despite the security arrangement taken into account by Keijzer & Cie, no absolute certainty can be provided that unauthorised persons may have access to the exchanged information;
4. In the event Keijzer & Cie provides advice in an international context, the advice shall solely be rendered pursuant to the laws of the Netherlands and the applicable European directives and regulations for the Netherlands. Any other interpretation according to other laws and regulations is not intended;
5. The liability of Keijzer & Cie is at all times limited to the amounts that are paid out in that specific case under the professional indemnity insurance of Keijzer & Cie, increased by the amount of the applicable deductible (*eigen risico*) for Keijzer & Cie. If, for whatever reason, no amount is paid under the indemnity insurance, the liability shall be limited to the amount Keijzer & Cie has received from the client pursuant to the assignment but shall in any event be limited to EUR 50.000. However, Keijzer & Cie shall at no time be liable for (i) damages a client may incur resulting from incorrect or incomplete information provided by or on behalf of the client (ii) indirect or consequential damages;
6. Each claim for damages expires after one (1) year after the day, following the client becomes aware of such damages and identifies Keijzer & Cie as the liable person hereof;

7. In the event Keijzer & Cie engages a third party not being an Associated Person (partially) effecting the assignment, Keijzer & Cie shall not be liable for any possible errors of this third party. Section 6:76 of the Dutch Civil Code is herewith excluded. By giving an assignment to Keijzer & Cie, the client empowers Keijzer & Cie to accept limitation of liability of a third party on behalf of the client in the event such third party wishes to limit its liability for its services. The client indemnifies Keijzer & Cie against all claims of third parties arising out or in connection with the assignment of the client;
8. Keijzer & Cie does not have a foundation (stichting) for third-party funds (stichting derdengelden). As such, Keijzer & Cie cannot receive third-party funds;
9. Pursuant to applicable legislation and rules of conduct Keijzer & Cie is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing Keijzer & Cie, the client confirms that it is aware of this obligation and gives hereby its permission insofar this would be required;
10. The applicable fees for services of Keijzer & Cie shall separately be agreed between Keijzer & Cie and the client. Any disbursement or costs incurred on a clients' behalf in connection with the services shall be charged separately to the client. All amounts are exclusive of value added tax. Yearly, the applicable fees may be subject to indexation and any indexation shall be further agreed on with the client;
11. In principle, Keijzer & Cie shall invoice on a monthly basis for its rendered services. Payment is due within 14 days as of the date of the invoice;
12. The applicability of any other general terms and conditions other than the general terms and conditions of Keijzer & Cie are herewith explicitly not accepted, unless these other general terms and conditions have been explicitly agreed in writing. Both Keijzer & Cie and any of its Associated Persons is able to invoke these general terms and conditions. This also applies for former Associated Persons and legal persons under general title (*rechtsopvolgers onder algemene titel*) of a(n) (former) Associated Person;
13. All our services are subject to a complaints procedure as made mandatory by the Dutch Bar Association. This complaints procedure shall be provided to you upon request and is also accessible on our website www.kencie.nl. If a complaint is not resolved after being handled in accordance with the complaints procedure, it may be submitted to the court of law specified in article 14 of these general conditions;
14. Dutch law shall govern the legal relationship between Keijzer & Cie and its clients. Any disputes between Keijzer & Cie and a client shall be resolved in the first instance exclusively by the district court (rechtbank) of Amsterdam, the Netherlands;
15. These general terms and conditions are both available in Dutch and English. In the event of discrepancy between the Dutch and English version, the Dutch version shall prevail.

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