

LAWTON

GENERAL TERMS AND CONDITIONS LAWTON

January 2016

1. Lawton is a partnership (*maatschap*), established under Dutch law for the purpose of carrying on a law practice and consists of private companies with limited liability ('practice companies'). In these General Terms and Conditions, "Lawton" means the partnership Lawton. The term "persons affiliated with Lawton" is taken to mean the persons that act, or have acted, for or on behalf of Lawton and/or one of its group companies, whether or not in the employ or service of Lawton.
2. These General Terms and Conditions are applicable to any engagements awarded to Lawton and to any legal relationship that arises as a result thereof or in connection therewith. These General Terms and Conditions are also stipulated for persons affiliated with Lawton, any third party who, whether or not in the employ of Lawton, is involved by Lawton in the performance of any engagement or who is or may be liable in connection therewith, as well as all respective legal successors by operation of law (*onder algemene titel*). The applicability of any general terms and conditions of the client are specifically excluded.
3. Contrary to the provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code (*BW*), an engagement will be deemed to have been accepted and performed exclusively by Lawton, even where the express or implied intention is for such engagement to be performed by a specific person affiliated with Lawton. Contrary to the provisions of Section 7:409 of the Dutch Civil Code, the persons affiliated with Lawton are not personally obliged or liable to perform such engagement, and the death of any of them does not terminate the engagement, even if the engagement is awarded with the intention of it being performed by a specific person.
4. Under the current regulations, Lawton is obliged, when accepting an engagement, to establish the identity of the client, to verify whether there is no reasonable evidence that the purpose of the engagement is to prepare, support, or conceal illegal activities, and to report unusual transactions that have been, or are intended to be, conducted, to the relevant authorities without notifying the client or obtaining its consent. By awarding an engagement to Lawton, the client confirms that it is aware of the above obligations and undertakes to provide the relevant identity information, if necessary.
5. Engagements are performed exclusively for the benefit of the client awarding the engagement. Unless Lawton expressly consents in writing to same, no one other than the client may rely on, or derive any rights in connection with, the result of such engagement or the manner of its performance.
6. The client consents to the processing of the personal data provided within the Lawton organisation, whether or not in connection with the engagement, to all those within the Lawton organisation who may be able to use such information in performing the engagement or managing the relationship with the client. The client also consents to the use of any method of communication customarily used at that time, including in particular the Internet and e-mail.
7. Lawton is entitled to engage third parties for the performance of the engagement, and is authorised to agree to terms and conditions that govern its relationship with a third party or that

LAWTON

are stipulated by a third party. In the relationship with the client, Lawton will be entitled to rely on such terms and conditions to the extent that they regard the performance of the engagement by such third party. In no circumstances will a client proceed directly against such third party. The client indemnifies Lawton and the persons affiliated with Lawton against any third-party claim arising from or related to the performance of the engagement for the client.

8. As part of the performance of an engagement, the Lawton Third-Party Fund Foundation (*Stichting Beheer Derdengelden Lawton*) affiliated with Lawton will be authorised to keep client funds in its custody. The client indemnifies Lawton and the persons affiliated with Lawton against any claim arising from or related to the possible insolvency of the bank or financial institution with which the client funds have been deposited or their failure to perform their obligations.

9. Unless agreed otherwise in writing, the fee will be based on time worked multiplied by the applicable rates, which rates will be adjusted from time to time by Lawton and which rates are based on the seniority, expertise, and experience of the persons affiliated with Lawton who perform the engagement.

10. The expenses paid by Lawton for the client will be charged separately to the client. As part of the rates, a percentage of the fees (that percentage being determined by Lawton) will be charged to cover general office costs, including postage by regular mail, telephone charges, charges for electronic communications, photocopy expenses, and expenses for the preparation of documents. All amounts to be mentioned exclude value added tax.

11. Unless agreed otherwise in writing, a client will be invoiced on a monthly basis for the work carried out. Payment is due within a period of 14 days starting on the date of the invoice. If payment is not made within this period, Lawton may, without further notice of default being required, exercise its right to charge the client interest at the statutory rate. An advance payment of the fee may be requested at any time for work that has been or will be carried out. Lawton has the right to suspend work if the client fails to pay the invoice or to provide an advance to cover the invoice amount. All judicial and extrajudicial costs which Lawton has to incur for the collection of invoiced amounts are to be charged to the client, with these costs being determined as being at least 15% of the total of the due amounts. The legal costs are not limited to the legal costs to be awarded but will be payable in their entirety by the client if judgement is (to a greater degree) given against the latter.

12. Any liability arising from or related to the performance of any engagement will be limited to the amount that is paid out for that event under the liability insurance cover taken out, plus the amount of Lawton's deductible that applies to this insurance cover. Claims for damages will lapse if proceedings are not instituted in the competent court within one year of the discovery of the relevant harm or loss.

13. The legal relationship between Lawton and a client, as well as any claim for liability, is governed by the laws of the Netherlands. Any dispute arising out of such legal relationship must be submitted to the competent court in Breda. Lawton is entitled to elect for a dispute to be adjudicated by the competent court in the place of residence or business of the client or, in the case of client is not established in the Netherlands, by means of arbitration in accordance with the regulations of the Netherlands Arbitration Institute.

LAWTON

14. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version will be binding.

Lawton has its registered office in Breda and is listed in the Trade Register of the Chamber of Commerce under number 64922448.

These General Terms and Conditions have been filed with the Clerk of the District Court Zeeland-West-Brabant (location Breda) and can be consulted at www.lawton.nl.