

GENERAL TERMS AND CONDITIONS CHRISTOPOULOS CONSULTANCY B.V.

1. Christopoulos Consultancy B.V. (“**CC**”) is a limited liability company incorporated under Dutch law. Its objective is to provide (legal) advisory services. In these General Terms and Conditions, a third party means anyone other than CC and the persons employed by or working for CC.
2. These General Terms and Conditions apply to any instructions, including any subsequent, amended or additional instructions given to CC, as well as to any legal relationship that arises as a result thereof or in connection therewith. These General Terms and Conditions furthermore apply to any legal relationship that arises as a result of or in connection with the use of any website maintained by CC. These General Terms and Conditions also apply to any legal relationship that is created pursuant to any reliance on advice given by or on behalf of CC, whether such reliance is pursuant to these General Terms and Conditions or not.
3. In addition, these General Terms and Conditions apply to benefit any third party who, whether or not employed by or working for CC, is involved in the implementation of any instructions or who is or may be liable in connection therewith.
4. Instructions are accepted by and on behalf of (and carried out by) CC only, even where the expressed or implied intention is for such instructions to be implemented by a specific person. By way of derogation from sections 7:404, 7:407-2, and 7:409 of the Dutch Civil Code, even where instructions are given with a view to them being provided by a specific person, no individual who takes instructions for or on behalf of CC, whether employed by (or on any other basis working for) CC or not, is personally obligated or liable to implement such instructions and the death of any such individual does not terminate the instructions given.
5. Instructions are implemented exclusively for the benefit of the client. Unless explicitly agreed upon with CC in writing, no one (other than the client) may rely on or has any rights in connection with the result of such instructions or the manner of implementation thereof.
6. The client will indemnify CC against any and all claims from third parties (including - without limitation - any reasonable costs incurred by CC for legal assistance) connected in any way with the services provided by CC to the client, unless such claims are a result from the wilful misconduct, gross negligence or fraud of CC.
7. While implementing instructions, CC shall take appropriate measures to preserve the confidentiality of the client relationship. In connection herewith, the client *inter alia* agrees to the distribution and use of information available within the organisation of CC to all those persons within the organisation of CC for whom it is useful to have such information in connection with the implementation of the instructions or the administration of the client relationship. The client furthermore consents to the use of any method of communication customarily used at any time, including internet and e-mail. CC shall keep any files stored for a period of at least 5 years; after such period, CC may dispose of any then available files (regardless of whether they are stored in physical, electronic or any other form).
8. CC will only engage third parties in close consultation with the client and will exercise due care when doing so. CC is authorised to accept terms and conditions that apply to the relationship between it and such third party or that are used by such third party (including any limitation of liability stipulations of such third party). As between CC and the client, the client accepts the applicability of these terms and conditions of such third party to the extent that they relate to the implementation of the instructions given to such third party. If the assignment requires the engagement by CC of any third party to provide services in connection with the matter for which the client has engaged CC, CC shall not be liable for any acts or omissions of such party. The client agrees not to initiate any claims against any third party directly.
9. Unless agreed upon otherwise in writing, fees will be based on time spent multiplied by the

applicable hourly rates as determined by CC from time to time. Any disbursements incurred on behalf of the client shall be charged separately. No additional fees or surcharges shall be charged to cover general office costs. Any extraordinary office costs may be charged as disbursement. All amounts are exclusive of any value added tax (VAT).

10. As a rule, a client will be invoiced on a monthly basis (at the end of each month) for the work carried out. Payment is due within a period of 14 days from the date of the invoice. If payment is not made within this time, CC may, without further notice, exercise its right to charge and receive statutory interest. If, despite having sent a reminder, still no payment is received, all legal and other costs incurred by CC to collect payment shall be for the account of the client. An advance payment may be requested at any time for work that has been or will be carried out. CC has the right to suspend work if such advance payment is not provided.

11. Any liability arising out of or in connection with any instructions is limited to the amount that is paid out for that event under the liability insurance coverage taken out by CC, increased with the amount of any deductible applying to this insurance coverage. If any damage is caused to objects or persons in connection with the assignment for which damages CC is liable, such liability shall be limited to the amount that is paid out for that event under the relevant insurance coverage taken out by CC, increased with the amount of any deductible applying to such insurance coverage.

12. Any legal relationship that arises out of or in connection with a relationship within the meaning of article 2 above, is subject to Dutch law only. Any dispute arising out of or in connection with such legal relationship shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam. Claims for compensation shall expire if proceedings are not commenced before the competent court within one year of discovery thereof. If CC is acting as the claiming party, CC may, at its discretion, commence proceedings in a court that has jurisdiction other than by force of this provision.

13. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or interpretation of these General Terms and Conditions, only the Dutch version and its interpretation under Dutch law are binding.

Christopoulos Consultancy is the trade name of Christopoulos Consultancy B.V. with registered office in Hilversum (Trade Register no. 51055074). These General Terms and Conditions are filed with the registry of the District Court in The Hague under no. 73/2010.

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