

CVM Legal Consulting B.V.
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GENERAL TERMS AND CONDITIONS CVM Legal Consulting B.V.

- 1. Applicability.** These general terms and conditions are applicable to all legal relationships that may arise in connection with any assignment given to CVM Legal Consulting B.V. (CVM Legal Consulting) or to any of its attorneys, advisors or associates.
- 2. Responsibility for Assignments.** All assignments by a client to CVM Legal Consulting or any of its attorneys, advisors or associates, are exclusively accepted by CVM Legal Consulting. Only CVM legal Consulting is responsible for the execution of such assignments, and not any of its attorneys, advisors or associates in person.
- 3. Liability.** CVM Legal Consulting nor its attorneys, advisors and associates in person, shall be liable for damage resulting from - and/or associated with - their services or the intended services, regardless the legal basis, subject to the following. CVM Legal Consulting has concluded a professional liability insurance that provides global coverage up to €5,000,000 per claim and with a maximum of €10,000,000 per insurance year (subject to a deductible of €2,500). In the event of damage, CVM Legal Consulting shall report the relevant claim to its insurer and if the claim is covered, the liability shall be limited to the amount actually paid by its insurer, increased with the applicable deductible. If the insurer, for any reason whatsoever, does not pay under this insurance, CVM Legal Consulting's liability shall be limited to the fees (exclusive of VAT) that were actually paid for the performance of the assignment to which the claim relates to, subject to a maximum of €15,000.
- 4. Expiry of Claims.** Any claim of the client on CVM Legal Consulting – on any basis whatsoever – shall expire if this has not been brought before the competent court within one year after the facts upon which the claim is based were known or could reasonably have been known to the client. Furthermore, if CVM Legal Consulting discontinues its law practice, all claims for compensation of damage against CVM Legal Consulting, its attorneys, advisors and associates, will expire ultimately one year from the day on which CVM Legal Consulting discontinued such practice.
- 5. Liability for Third Parties.** If CVM Legal Consulting involves a third party in the execution of an assignment (including but not limited to translators and external lawyers), CVM Legal Consulting will not be liable for any error or omission of that third party. If such third party wants to exclude or limit its liability, CVM Legal Consulting is authorized to accept such an exclusion or limitation of liability on behalf of the client.
- 6. Third Party Clause.** These general terms and conditions constitute irrevocable third party clauses for the benefit of the attorneys, advisors, associates and other auxiliaries ("*hulpverleners*") of CVM Legal Consulting.
- 7. Complaints.** In the event of any complaints about the conclusion of any assignment, the quality of its work or an invoiced amount, CVM Legal Consulting applies a complaints procedure which is available on www.cvm-legal.nl.
- 8. Substitute Lawyer.** In case CVM Legal Consulting is unable to further handle an assignment due to e.g. sudden illness or death, it has appointed M.W. Bijlloo with registered office in Amsterdam as substitute lawyer (*waarnemer*).

9. **Applicable Law and Competent Court.** The legal relationship with CVM Legal Consulting, its attorneys, advisors and associates which may arise in connection with any assignment to CVM Legal Consulting, its attorneys, advisors or associates, is subject to the laws of the Netherlands and any and all disputes resulting from or associated with said relationship, regardless the legal basis, shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.