

**GENERAL TERMS AND CONDITIONS OF  
ATTORNEY CONSULTING GROUP  
INTERNATIONAL B.V.**

**1. General**

- 1.1. ACG International (“ACG International”) is a private limited-liability company incorporated under the laws of the Netherlands (in Dutch: “besloten vennootschap”, or “B.V.” for short) of attorneys and lawyers.
- 1.2. These general terms and conditions are applicable to every instruction of ACG International, including every follow-up, changed or supplementary instruction, as well as all other work and further (legal) acts of ACG International, for or against the client. These general terms and conditions have been stipulated for the (indirect) shareholders of ACG International, the directors and all those who are or have been working for ACG International on the basis of an employment contract or otherwise, as well as for all persons for whose acts or omissions ACG International could be liable for.
- 1.3. All instructions are deemed to have been given to ACG International only. This also applies when it is the explicit or implicit intention that the instruction will be carried out by a certain person. The applicability of Section 7:404 of the Netherlands Civil Code (capacity of contractor) and Section 7:407 paragraph 2 of the Netherlands Civil Code (joint and several liability) is explicitly excluded. All instructions are exclusively accepted and carried out by ACG International. The persons referred to in article 1.2 are not personally bound or liable.
- 1.4. ACG International is entitled to have instructions given to ACG International carried out under its responsibility by persons to be appointed by ACG International as referred to in article 1.2, which includes the engagement of third parties as and when necessary.

**2. Obligations of the parties**

- 2.1. ACG International will execute the agreement with the client with due care and attention. ACG International does nevertheless not guarantee that any intended result will be achieved.
- 2.2. The execution of agreements shall exclusively be effected on the client’s behalf, without third parties being in a position to derive any rights from the substance of the Work having been performed.
- 2.3. The client is obliged to provide ACG International with all facts and circumstances that can be of interest to the correct execution of the agreement, as well as all details and information as demanded by ACG International, timely and completely. The client guarantees the correctness and completeness of all details and information provided to ACG International.

**3. Liability**

- 3.1. Complaints with regard the work carried out or the invoice amount must be submitted to ACG International in writing immediately, yet at the latest within 30 days of a potential reason for a claim against ACG International arising, or within 30 days of the date of dispatch of the documents or information with regard to which the client is claiming or, if the client reasonably demonstrates that he could not have discovered the aforesaid reason any sooner, within 30 days of discovery thereof, at the risk of forfeiting all rights. A prompt claim by the client does not suspend his obligation to pay.
- 3.2. Without prejudice to the provision of Section 6:89 of the Netherlands Civil Code, all rights of action and other powers of the client against ACG International, for any reason whatsoever, in any case lapse after expiry of one year from the moment an instruction has been executed, or in the event the client could have reasonably been aware of the damage or loss in connection with the execution of the instruction.
- 3.3. The joint liability of ACG International, the (indirect) shareholders of ACG International, the directors and all those who are or have been working for ACG International, on the basis of an employment contract or otherwise, as well all other persons referred to in article 1.2, for a shortcoming in the execution of an instruction, as well as for an unlawful act, is at all times, in its entirety, limited to the amount paid out under the personal liability insurance of ACG International in the relevant case, increased by the excess which, in accordance with the policy conditions, will be at the expense of ACG International in the relevant case.
- 3.4. If, for whatever reason, no payment is effected under the professional liability insurance, every liability will be limited to three times the fees paid by the client to ACG International in the relevant case and relevant calendar year, subject to a maximum of € 20,000, including VAT.
- 3.5. No liability whatsoever shall rest with ACG International for any losses suffered by the client or by third parties owing either to the client having furnished ACG International with inaccurate or incomplete information or to any act or omission on the part of the client.

- 3.6. The choice of ACG International of third parties to be instructed shall be made with due care. ACG International shall not be liable for any default or failings of such third parties. The client authorizes ACG International to accept any limitation of liability stipulated by third parties. Except in the event of intention or wilful recklessness on the part of ACG International, the client indemnifies ACG International against all third-party liabilities, including all costs to be incurred by ACG International in connection with this, which costs are in any way connected with the work carried out for the client.
- 3.7. In the event that ACG International receives funds for a client or third party within the framework of an instruction, these funds will be deposited in a Dutch bank as selected by ACG International. ACG International cannot be held liable for the shortcomings of this bank and does not owe any interest.

#### **4. Fees and payment obligations**

- 4.1. In principle, the work is invoiced to the client on a monthly basis. The invoices must be paid within 14 days, failing which the client will be in default by operation of law. After expiry of the aforesaid period, the client owes statutory commercial interest on the outstanding amount. If an invoice is not paid within the payment term, ACG International will be entitled to suspend or terminate the work for the client. ACG International cannot be held liable for any damage or loss caused by this suspension or termination.
- 4.2. Unless otherwise agreed in writing, the fees will be calculated on the basis of hours worked, multiplied by the applicable rates. The rates (to be) charged by the attorney, lawyer and/or consultant shall vary in accordance with the relevant professional's experience and specialist know-how. ACG International shall be authorized (periodically) to revise its rates and disbursements. A list outlining the current rates and fixed disbursements shall be made available upon request.
- 4.3. ACG International is at all times entitled to demand an advance, which will be set off against the final invoice, before commencing or continuing its work.
- 4.4. Any costs and expenses paid by ACG International for the client – including taxed and tax-free disbursements – will be charged periodically, in addition to the fees. ACG International is entitled to charge a percentage of the fees to cover general office expenses (such as costs for copying, telecommunication and postage).

#### **5. Other**

- 5.1. ACG International and the client are at all times entitled to prematurely terminate the agreement for services.
- 5.2. A client confidentiality obligation vis-à-vis third parties not including third parties involved in the execution of agreements shall rest both with ACG International itself and with any persons employed by or on behalf of, or associated with, ACG International. Said obligation shall not apply where a statutory or professional disclosure duty prevails or where the client had released ACG International from said obligation. ACG International's entitlement to make use of such information as the client has put at its disposal and/or of any other details and information having come to its attention in the course of its execution of agreements shall be strictly confined to the object for which the relevant data were gleaned and to ACG International's regular business operations being facilitated, the latter including any ownpurpose appearance, either by ACG International or by anyone associated with or employed by ACG International, in disciplinary, criminal or civil or administrative law proceedings within whose context the relevant data could be pertinent, and in order to stave off any such proceedings.
- 5.3. ACG International has an internal complaints procedure in place. This internal complaints procedure applies to every instruction given to ACG International. This internal complaints procedure is published on the ACG International website: [www.vinkenpartners.nl](http://www.vinkenpartners.nl), under 'ACG International'.
- 5.4. As a result of current legislation, including the Money Laundering and Terrorist Financing (Prevention) Act, ACG International is obliged to establish the identify of its clients and to report any transactions deemed unusual under the circumstances to the authorities. By issuing an instruction to ACG International, the client grants his permission in this respect, insofar as required.
- 5.5. Files created in connection with an instruction shall be kept in custody for a seven (7) year term each, for subsequent destruction on expiry of said term.
- 5.6. The juristic relationship between ACG International and its clients shall be governed by Netherlands law. Exclusive competence for adjudicating any disputes between ACG International and (any one of) its clients shall accrue to the Amsterdam District Court, albeit that ACG International shall remain authorized to bring action against any one of its clients before any such Court as would be competent to adjudicate such disputes had not the above choice of forum been provided for.
- 5.7. The present General Terms and Conditions are available in Dutch and in English, with the Dutch source text taking precedence over the English-language version. ACG International's General Terms and Conditions, complimentary copies of which will be forwarded free of charge upon request, are accessible at [www.acginter.com](http://www.acginter.com)