ADVOCATEN

General Terms and Conditions of BMDW Advocaten

1. BMDW Advocaten B.V. is a private limited company and acting under the name BMDW Advocaten in which Mr. dr. R.C. Branco Martins & Mr. F.M. de Weger operate and practice law (hereinafter referred to as: "BMDW Advocaten").

2. All assignments, follow-up assignments and any other activities are concluded with BMDW Advocaten, and all assignments are carried out by BMDW Advocaten, even if the assignment was granted to a specific person, putting aside Articles 7:404 and 407 paragraph 2 of the Dutch Civil Code. Without prejudice to the provisions these General Terms and Conditions have been drawn up for the benefit of BMDW Advocaten, as well as all other persons working for BMDW Advocaten whether or not under a contract of employment.

3.1 Any liability of BMDW Advocaten shall in all events be limited to the amount paid out in such case pursuant to the professional liability insurance or other liability insurance taken out by BMDW Advocaten, increased by the liability amount which according to the terms and conditions of the insurance policy, shall not be payable by the insurance companies.

3.2 If and insofar as, for whichever reason, no pay-out would be effected pursuant to the insurance referred to, all liability shall be limited to an amount of € 50,000 (fifty thousand Euro) or, if the total amount invoiced by BMDW Advocaten for legal fees in the case concerned is higher, to such amount with a maximum of € 100,000 (one hundred thousand Euro).

4. BMDW Advocaten is entitled to call in third parties in order to carry out the assignment, including but not limited to bailiffs, attorneys and experts. BMDW Advocaten shall not accept any liability for shortcomings on the part of these third parties. BMDW Advocaten has been authorized by the client to accept liability restrictions of third parties, if any, for and on behalf of the client.

5. The assignment granted shall be carried out exclusively for and on behalf of the client. Third parties cannot derive any rights whatsoever from the work carried out or from its result. Client is not authorized to make the result of the work by BMDW Advocaten available to third parties unless after written consent thereto by BMDW Advocaten and only if and insofar as these third parties accept the applicability of these General Terms and Conditions.

6. BMDW Advocaten is obliged under certain circumstances to (i) establish your identity and that of your ultimate beneficiary(s) and (ii) notify the authorities when unusual transactions

within the meaning of the Act on the Prevention of Money Laundering and Terrorist Financing (Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)) occur.

7. The cost of carrying out the assignment by BMDW Advocaten consists of the actual legal fees, so-called disbursements and office expenses.

8. Unless explicitly agreed otherwise between parties, or unless the nature of the assignment so determines, the legal fee shall be based on the amount of time spent and the hourly rates established by BMDW Advocaten. Unless explicitly agreed otherwise, BMDW Advocaten is authorized to change the hourly rates referred to hereinabove, even when the assignment is in progress.

9. Disbursements consist of the real expenses incurred by BMDW Advocaten within the scope of the assignment for and on behalf of the client (such as court registry fees, bailiff fees, fees of experts and attorneys, travel expenses, cost of official extracts). Office expenses shall be calculated as a flat rate percentage of 8% of the legal fees.

10.1 Bills to be sent by BMDW Advocaten shall be settled within 14 days, counting from the billing date, in default of which the client is deemed to be in default. If a bill is not settled within the term of payment, BMDW Advocaten may suspend its work for and on behalf of the client concerned, after such client has been notified of it. BMDW Advocaten shall not be liable for any damage caused as a result of such suspension of work.

10.2 Except in the event of the client's written objection by return of post, BMDW Advocaten and its Third-Party Funds Trust shall be entitled to balance money received for or on behalf of the client against the amount payable by the client to BMDW Advocaten, or to use it or have it used for the payment of such amount.

11. BMDW Advocaten may demand a deposit payment from the client before starting the assigned work. A deposit payment shall be set off at the end of the assignment.

12.1 BMDW Advocaten observes all relevant laws and regulations regarding the protection of personal data during the performance of the assignment. BMDW Advocaten may, whether or not in connection with the assignment, process, store and distribute personal data of the client to anyone within the organization of BMDW Advocaten in connection with the handling of the assignment and for the benefit of its relationship management.

12.2 BMDW Advocaten has agreed a confidentiality statement with its employees of individuals working for BMDW Advocaten. BMDW Advocaten will in no way publish the personal data it obtains in the execution of the assignment or make it available to third parties, unless the client has granted prior permission or if there is a legal obligation for BMDW Advocaten.

12.3 The confidentiality obligation does not apply to information that has become publicly known without a violation of a confidentiality clause or if the information was already known to the recipient at the time of receipt of the information pursuant to the agreement, or if that information has been provided by a third party, without that third party violating a confidentiality clause.

13. These General Terms and Conditions are also available in Dutch. In the event of discrepancy between the English text and the Dutch text, the Dutch text shall be legally binding.

14. All assignments granted to BMDW Advocaten are governed by internal complaints procedure and the Complaints and Disputes Procedure of the Netherlands Bar Association. Upon request thereto, further information shall be provided with respect to this procedure.

15. All agreements between BMDW Advocaten and a client are exclusively governed by Dutch Law. If a dispute is not subject to the internal complaints procedure or the Complaints and Disputes Procedure of the Netherlands Bar Association, such dispute shall be brought exclusively before the competent court in Noord-Holland.

16. BMDW Advocaten is located at Kenaupark 16 (2011 MT) Haarlem under the trade register no. 82506132. The relevant (contact)information of BMDW Advocaten is:
Tel: +31(0)23 369 0230
Fax: +31(0)20 203 1003
Email: info@bmdw.nl
VAT: NL862496871.B.01
Legal form: B.V.

17. BMDW Advocaten is insured at Interpolis, Corporation Rabobank U.A. Croeselaan 18 (3521 CB) Utrecht and is member of The Netherlands Bar (NOvA), Neuhuyskade 94 (2596 XM) Den Haag, tel: +31 (070 3353535 email: info@advocatenorde.nl.

18. The Code of Conduct for European Lawyers applies. This can be found here.