

GENERAL TERMS & CONDITIONS KEENON

- 1. Applicability.** These general terms and conditions apply to all assignments that you (the client) give to Keenon B.V., its attorneys, advisors and employees and to all services that they perform for the client.
- 2. Responsibility for Assignments.** All assignments are exclusively accepted by Keenon B.V. Only Keenon B.V. is responsible for the execution of such assignments, and not any of its attorneys, advisors or employees in person. The applicability of Articles 7:404 and 7:407 Dutch Civil Code is excluded.
- 3. Liability.** Keenon B.V. 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.
- 4. Professional liability insurance.** Keenon B.V. has concluded a professional liability insurance, at AIG Europe Limited, which has global coverage up to euro 1,000,000 per claim (subject to a deductible of euro 1,000). In the event of damage, the relevant claim shall be reported to Keenon B.V.'s insurance company and if the claim is covered, the liability shall be limited to the amount actually paid by its insurance company, increased with the applicable deductible.
- 5. Expiry of Claims.** If Keenon B.V. discontinues its law practice, all claims for compensation of damage against Keenon B.V., its attorneys, advisors and employees, will expire ultimately one year from the day on which Keenon B.V. discontinued such practice.
- 6. Liability for Third Parties.** If Keenon B.V. involves a third party in the execution of an assignment (which includes but is not limited to translators, external lawyers and docket attorneys), Keenon B.V. will not be liable for any error or omission made by that third party. If said third party wants to exclude or limit its liability, Keenon B.V. is authorized to accept such an exclusion or limitation of liability on behalf of the client.
- 7. Third Party Clause.** These general terms and conditions are also to be regarded as an irrevocable third party clause for the benefit of the attorneys, advisors and employees of Keenon B.V.
- 8. Applicable Law and Competent Court.** The legal relationship with Keenon B.V. its attorneys, advisors and employees 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.