

## 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 with AIG Europe Limited with a maximum coverage of 1,000,000 euros per claim (with a deductible of 1,000 euros). This insurance does not provide cover for, among other things, claims that are instituted pursuant to and are subject to the law of the United States of America or Canada and/or are tried there. Also excluded from the cover of the said insurance are (claims arising from) the enforcement of judgments rendered by courts in the United States of America or Canada. In the event of damage, the claim in question will be reported to the insurer and if there is cover, the liability for damage will be limited to the amount actually paid out by the insurer, increased by the deductible. A copy of the relevant insurance policy and terms and conditions (in Dutch) will be provided on request.
- 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. No escrow bank account.** Keenon B.V. does not have an escrow bank account and does not receive or retain any monies for or from its clients or third parties.
- 8. 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.
- 9. 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.