

GENERAL CONDITIONS WEERTS ADVOCATEN B.V.

1. The company with private liability Weerts Advocaten B.V. ("Weerts") is an independent law firm situated in Rotterdam.

The purpose of Weert is to conduct the practice of *advocaat* in the broadest sense of the words. These activities are also performed by legal and natural persons who are engaged by Weerts for the performance of assignments for its clients.

2. All client assignments are considered to have been given to Weerts as an organization, even if it is the client's express or implicit intent that an assignment is performed by a specific person. The operation of article 7:404 of the Dutch Civil Code, which addresses the latter type of situation, and the operation of article 7:407, paragraph 2, which creates joint or several liability in those cases in which an assignment is given to two or more persons, is hereby excluded.
3. If Weerts incurs liability to a client for an act or omission in the context of performing an assignment for that client, then the extent of such liability will be limited to the amount(s) paid out under Weerts's professional liability insurance in respect of that claim, increased by the amount of the relevant deductible.

If Weerts incurs liability to third parties for an act or omission in the context of performing an assignment for a client, then that client shall indemnify Weerts against such liability if and to the extent that the amount(s), if any, paid out under Weerts's general liability insurance or professional liability insurance is insufficient to cover the damage sustained by the third party.

4. From time to time, the legal or natural persons engaged by Weerts in connection with the performance of an assignment for a client may wish to limit their liability in connection therewith. Weerts proceeds from the assumption, and hereby stipulates, that all assignments given to it by the client include the authority to accept such a limitation of liability on behalf of that client.
5. If, in the context of the performance of an assignment for a client, Weerts engages a legal or natural person who is not affiliated with Weerts to perform activities related to the assignment, Weerts shall not be liable for failures of such legal or natural person in connection with these activities, or for the consequences of such failures.
6. The relationship between Weerts and its clients will be governed by the laws of the Netherlands. The courts of the Netherlands in Rotterdam will have exclusive jurisdiction over any dispute that may arise between Weerts and its clients.

7. These General Conditions may be invoked by Weerts as well as by any legal and natural persons involved in the performance of an assignment for a client. The right to invoke these General Conditions also extends to former employees of Weerts, including their respective heirs, if they are held liable after they have left Weerts.
8. These General Conditions are also applicable to assignments that are derived from or in addition to the original assignment for a client. These General Conditions are available in both Dutch and English. If there is a difference of opinion over the content and purport of these conditions, the Dutch text will prevail.

January 2010

The Dutch text of these General Conditions was filed with the Chamber of Commerce in Rotterdam.