

GENERAL TERMS AND CONDITIONS OF AVOCARE ARBEIDSRECHT

1. Avocare arbeidsrecht is a partnership ("maatschap") of a legal entity and an individual, registered with the Trade Register of the Chamber of Commerce in Amsterdam under number: 60497106 (hereinafter referred to as: "**Avocare**").
2. These general terms and conditions govern the provision of services by Avocare such to include those services rendered by attorneys, local counsel, (legal and paralegal) associates, as well as the functions of receiver, administrator, liquidator, executor, arbitrator, advisor with binding authority, mediator and other functions. The applicability of other general terms and conditions, such as those of the client, is explicitly excluded. Under exclusion of the Articles 7:404, 7:407 sub 2 and 7:409 of the Dutch Civil Code, all work shall be exclusively accepted and performed by Avocare, even where instructions are given with a view to them being provided by a specific person.
3. These general terms and conditions also relate to (i) all employees, former employees and others who are or have been in whatever way working for or in the employment of or related to Avocare including their heirs; (ii) all shareholders, former shareholders, directors, former directors, legal representatives and former legal representatives of Avocare including their heirs; and (iii) all practise companies with whom Avocare has or had a management agreement including their directors and (direct or indirect) shareholders.
4. The performance of the instructions given to Avocare is exclusively for the benefit of the client. Third parties have no rights or claims whatsoever related to the performance of such services.
5. Avocare can participate in national and/or international networks or other forms of collaboration with other attorneys, notaries and tax experts or comparable professionals. Avocare is not liable in any way for the members of said network or co-operation, nor can Avocare be bound in any way by the members of such network or co-operation, nor is it authorized in any way to bind such other attorneys, notaries and tax experts or comparable professionals nor to act for joint account and risk.
6. Any professional liability of Avocare shall be limited to the amount that is paid out in the particular case under the professional indemnity insurance policy(ies) it has entered into, plus the amount of the deductible that is not payable by the insurers under the conditions of the policy. Information concerning said professional indemnity insurance will be made available upon request. If for whatever reason no amount is paid out under the insurance policy, all liability is limited up to the amount Avocare has billed in that particular file and that has been paid by the client. Any claim against Avocare and/or against the parties mentioned in article 3 of these general terms and conditions will become time barred 12 months after the claimant party becomes or should have become aware of the fact giving rise to the damage.
7. In connection with its services, Avocare is authorized to use the services of third parties, such as attorneys in fact, local counsels, bailiffs, research companies, collection agencies, accountants, tax experts, the land registry, the Chamber of Commerce, law firms and/or notary firms etc. Avocare is not liable for any short comings on the part of such third parties. The client herewith indemnifies Avocare against all claims of third parties, including the related costs incurred by Avocare, which claims are directly or indirectly related to the services performed for the client, except in the case of deliberate wrong doing or gross negligence on the part of Avocare. It is possible that parties whose services are used in connection with the services rendered by Avocare would wish to limit their liability in relation thereto. Avocare assumes, and in so far as is necessary herewith states, that all the instructions given by clients to Avocare include capacity to accept such limitation of liability on behalf of those clients.
8. The exclusions of liability described in these general terms and conditions apply to all events, acts and omissions and also apply without exception to the improper functioning of equipment, software, databases, registers or other media used by Avocare in the performance of its services as well as to any interception of audio and or data transmissions by telephone, fax or e-mail. All e-mail, data, audio, fax and telephone transmissions and communications are unencoded unless the client explicitly requests otherwise in writing and in advance.
9. The term of payment shall be 14 days after the invoice date. Payment must be made in the manner stated in the invoice. If payment is not made, the client shall be in default by operation of law and shall owe overdue payment interest equal to the statutory interest. The costs of collection measures at a minimum 10% of the outstanding balance shall be charged to the client.

10. Prior to or in order to continue its provision of services, Avocare shall at all times be entitled to demand from the client one or more advance payments, which will be set off. In the event of default in payment of same, Avocare shall be authorized, after prior notification, not to commence, to suspend, or to cease its work. Unless explicitly agreed upon otherwise the advance payment shall be set off against the final invoice in the applicable file. Also, Avocare is entitled to set off the advance payment against any other invoice not paid in that file or in any other file of the client. Avocare is entitled to alter the tariffs (fees) with effect from a future date.
11. Avocare is entitled, without notice, to remove from its archives and destroy files and the documents contained therein, including documents which are owned by the client or third parties, in the event 7 years or more have passed after the relevant case, handled by Avocare, has been closed.
12. On the basis of current regulations (including the Act on Prevention of Money Laundering and Terrorist Financing), Avocare is required to identify clients and to report, in certain circumstances, unusual transactions to the appropriate authorities. By giving Avocare an assignment, the client confirms to be familiar with this and, to the extent necessary, to give his consent for this.
13. The legal relationship with and the services rendered by Avocare shall be exclusively governed by Dutch law. Disputes shall be exclusively resolved by the competent Dutch court in Haarlem.
14. These general terms and conditions have been drafted in Dutch and English. The Dutch text of the terms and conditions shall prevail over the English text. These general terms and conditions are also available for inspection at the offices of Avocare in Haarlem and shall be sent (free of charge) upon request.