

## General Terms and Conditions of Pot Jonker Seunke Advocaten

1. Pot Jonker Seunke Advocaten N.V. ("Pot Jonker Seunke") is a limited liability company, whose object is the practice of law as attorneys-at-law, in the broadest meaning of the word.
2. All instructions ("opdrachten") from clients are solely accepted and carried out by Pot Jonker Seunke, even if the express or implied intention is for such instructions to be implemented by a specific person. Sections 7:404 and 7:407, subsection 2 of the Dutch Civil Code are excluded. The person who is a direct or indirect shareholder of Pot Jonker Seunke and who carries out professional work on behalf of Pot Jonker Seunke may be referred to as a 'partner'. The person designated as such will act solely at the expense and risk of Pot Jonker Seunke.
3. Pot Jonker Seunke has taken out professional liability insurance that exceeds the amounts stipulated by the Netherlands Bar Association. Any and all liability is limited to the relevant amount that is paid out under the said insurance, increased with the amount of the deductible ("eigen risico") applicable to the insurance of Pot Jonker Seunke. The policy conditions are available for inspection upon request. If for any reason whatsoever no benefits are payable under this insurance, any and all liability is limited to three times the amount paid by the client to Pot Jonker Seunke in the matter concerned in the relevant calendar year, up to a maximum amount of € 100,000.--. Without prejudice to Section 89 of Book 6 of the Dutch Civil Code, the right to compensation of damages will lapse in any case 12 months after the event that indirectly or directly gave rise to the damages and for which Pot Jonker Seunke is liable. This article also applies, if the client claims damages on the grounds of rights acquired from a third party.
4. If both the client and a third party or third parties claim damages from Pot Jonker Seunke in relation to services provided by or on behalf of Pot Jonker Seunke to the client, the damages incurred by the client itself will not qualify for compensation, in so far as the amount of compensation to be paid to the client, or after adding the amounts of compensation payable to a third party or third parties, already exceeds the limitations stated in article 3.
5. Not only Pot Jonker Seunke, but also all persons who have been engaged in the performance of an instruction of a client, may invoke these general terms and conditions. The same applies to former employees, including any heirs, if they are held liable after they have left the firm of Pot Jonker Seunke. These general terms and conditions also apply to any additional or subsequent instructions.
6. Pot Jonker Seunke will exercise due care when engaging third parties and will consult with its client about the selection of such third parties, other than for the assistance from local counsel and bailiffs, if and to the extent possible. Any liability of Pot Jonker Seunke for shortcomings on the part of these third parties is excluded. If Pot

Jonker Seunke engages third parties who stipulate a limitation of their liability, such a stipulation will be accepted by Pot Jonker Seunke, also on behalf of the client of Pot Jonker Seunke.

7. Unless agreed otherwise, the client will pay Pot Jonker Seunke a fee that is calculated based on the number of hours worked, multiplied by the applicable hourly rate as will be established by Pot Jonker Seunke from time to time. In addition to the fee, the client of Pot Jonker Seunke will also be charged the disbursements that Pot Jonker Seunke pays on behalf of the client, and a percentage of the professional fees shall be charged to cover general office costs (such as postage, telephone, fax and photocopies). All amounts payable will be increased by VAT at the prevailing rate.
8. Invoices sent by Pot Jonker Seunke will be paid within 14 days. The client will be in default if it fails to do so. After the term of payment has lapsed, a fee of 1% per month may be charged to the client. An advance may be demanded at any time for work performed or yet to be performed. Work may be deferred, if no advance to cover the costs has been provided.
9. The file created in connection with an instruction will be kept for 10 years, after which Pot Jonker Seunke is entitled to destroy the file.
10. The legal relationship between its clients and Pot Jonker Seunke is governed by Dutch law. Disputes will be decided exclusively by the competent court of Haarlem. If Pot Jonker Seunke acts as the claimant, it has the option to submit the dispute to a court that would have jurisdiction without this provision.
11. The Dutch version of these general terms and conditions will take precedence over the terms and conditions drawn up in the English or another language. Pot Jonker Seunke is entitled to amend these general terms and conditions at any time.

Pot Jonker Seunke N.V., Haarlem, is registered with the trade register under no. 34272986. Filed at the registry of the district court of Haarlem on April 28 2010 under number 11/2010.