General Terms and Conditions NautaDutilh N.V.

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1. NautaDutilh N.V. is a limited liability company ("naamloze vennootschap") incorporated under the laws of The Netherlands, whose object is to practice the professions of lawyer ("advocaat"), civil law notary ("notaris") and tax adviser ("belastingadviseur"). A list of the shareholders in NautaDutilh N.V., or the persons holding shares in NautaDutilh N.V. through their respective holding companies - which persons are, in conformity with international practice, referred to as "partners" - will be provided on request.

2. The provisions in these general conditions are made for the benefit of not only NautaDutilh N.V., but also the "partners" (as referred to above), all other persons working for NautaDutilh N.V., all persons engaged by NautaDutilh N.V. in relation to the carrying out of any instruction and all persons for whose acts or omissions NautaDutilh N.V. might be held liable.

3.1 All instructions are accepted and carried out by NautaDutilh N.V. only, pursuant to a contract for professional services ("overeenkomst tot opdracht"). This applies even if it is the client's express or implied intention that an instruction be carried out by a specific person. The applicability of Article 7:404 of the Netherlands Civil Code, which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) of the Netherlands Civil Code, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded.

3.2 In acting upon an instruction, NautaDutilh N.V. may call upon the assistance, under its responsibility, of the "partners" (as referred to above) and the employees of NautaDutilh N.V. and, where appropriate, may engage the services of third parties.

3.3 NautaDutilh N.V. shall exercise due care in carrying out an instruction, performing all activities, and selecting and engaging the services of third parties.

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4.1 If the carrying out of an instruction by NautaDutilh N.V. gives rise to liability, this liability shall, subject to Article 4.3, in all circumstances be limited to the amount which is paid out under NautaDutilh N.V.'s insurance policy in the matter concerned, plus the amount of the deductible which must be borne by NautaDutilh N.V. pursuant to the applicable insurance policy in the matter concerned.

4.2 If, for whatever reason, the insurer makes no payment under the insurance policy referred to in Article 4.1, any liability shall be limited to a sum equal to three times the amount invoiced by NautaDutilh N.V. in the matter concerned in the relevant year, subject to a maximum of € 500,000.

4.3 NautaDutilh N.V. is authorised to accept, for and on behalf of the client, any limitation of liability by any third party referred to in Article 3.2. Any liability of NautaDutilh N.V. for a third party's failure to perform his/its obligations is limited to the amount that the client could have recovered from that third party in a direct action against that third party.

5. These general conditions have been drawn up in both Dutch and English. In the event of a dispute regarding the content or intent of these general conditions, the Dutch version shall be binding.

6. The legal relationships to which these general conditions apply shall be governed by and construed in accordance with the laws of the Netherlands. Disputes shall be submitted to the Court of First Instance in Amsterdam or Rotterdam, at the option of the plaintiff. Notwithstanding the above, NautaDutilh N.V. shall have the right to institute proceedings in any competent court in the client's jurisdiction.

These general conditions have been filed at the Court Registry of the Court of First Instance in Rotterdam and appear on NautaDutilh N.V.'s website at www.nautadutilh.com.

1 June 2007

INFORMATION NOTICE
NautaDutilh N.V. processes personal data of its clients and/or their contact persons in connection with the provision of its services and in order to comply with applicable statutory requirements. In addition NautaDutilh may, whether at the request of a client or a client's contact person or on its own initiative, send information about its products or services (e.g. in the form of newsletters and invitations) by post, e-mail or in another manner, or contact its clients by telephone. To the extent necessary, it will be presumed that where a client or its contact person has made electronic contact data available to NautaDutilh, the purposes for which these electronic contact data have been provided and designated by the client include the transmission of unsolicited communications for marketing purposes.

You have the right, at any time, to object to the use of your personal data for direct marketing purposes and/or the receipt of specific or all types of marketing information. Objections can be sent to: NautaDutilh, Antwoordnummer 47610, 1070 VD Amsterdam (no postage necessary), or info@nautadutilh.com.

You also have the right to request NautaDutilh, insofar as it processes personal data as a data controller within the meaning of the Dutch Personal Data Protection Act, to inform you of the personal data it holds relating to you and, to the extent applicable, to request that such data be corrected, supplemented, deleted or blocked. Requests to this effect can be sent to NautaDutilh, Marketing & Communications Department, P.O. Box 7113, 1007 JC Amsterdam, or info@nautadutilh.com.

Date of [last update] information notice | 7 September 2009