

## **General Terms and Conditions of Sorko Advocaten**

1. Sorko Advocaten is a collaboration of attorneys. The attorneys, who are participants in Sorko Advocaten, run an independent practice and their liability extends to their individual legal practice activities only.
2. The provisions in these General Terms and Conditions have not only been drawn up for the purpose of the participants in Sorko Advocaten, which cannot only be appealed to by each participant in Sorko Advocaten, however, these General Terms and Conditions have also been drawn up for and can be appealed to by all persons who are employed at Sorko Advocaten and/or for one or more participants in Sorko Advocaten, all parties who are used by a participant in Sorko Advocaten for and/or are involved in the execution of an assignment, and all persons for whose actions, failure to act or negligence Sorko Advocaten or a participant in Sorko Advocaten could be liable. This also applies to former participants in Sorko Advocaten en staff of Sorko Advocaten or a participant in Sorko Advocaten including their heirs and legal successors, if these persons should be held liable after the termination of the cooperation with Sorko Advocaten.
3. Any assignments from clients are deemed to have been accepted only by, and any engagement agreement is deemed to have been entered into only with the participant who has been assigned by the client. This also applies in the case that it is the client's explicit or tacit intention to have the assignment performed by a certain person. The participant in Sorko Advocaten who accepts an assignment from a client must, unless otherwise agreed, personally perform the assignment subject to substitution in the case of absence due to illness, holidays or long-term absence for any other reason, and without prejudice to the participant's right to use third parties for the performance of the assignment. The legal effect of Book 7, article 404 of the Dutch Civil Code and the legal effect of Book 7, article 407 section 2 of the Dutch Civil Code are entirely excluded.
4. An accepted assignment shall be performed only for the purpose of the respective client. Any third parties cannot derive any rights from or in relation to the assignment

and/or the contents of the work and activities carried out for the performance of the assignment or in relation thereto.

5. If a client discloses the substance of the work or activities executed by a participant in Sorko Advocaten for the purpose of the client to a third party, the client must point out these General Terms and Conditions to such a third party and make sure that these General Terms and Conditions are accepted and observed by such third party. Any client must indemnify Sorko Advocaten and any participants in Sorko Advocaten as well as their staff and assisting persons against any claims from third parties that are based on or related to any loss caused or allegedly caused by or in relation to work or activities carried out by Sorko Advocaten and/or by a participant in Sorko Advocaten for the purpose of a client, and each client indemnifies Sorko Advocaten and all participants in Sorko Advocaten as well as their staff and assisting persons against any claims from third parties that are based on or related to any loss caused or allegedly caused by or in relation to a notification made by Sorko Advocaten or by a participant in Sorko Advocaten or by one of their staff members or other assisting person with respect to the Anti-money laundering and anti-terrorist financing Act.
6. With respect to the performance of the assignment and with respect to the selection of any other persons/organisations that will be deployed, Sorko Advocaten i.e. the respective participant, shall observe the care of a prudent contracting party.
7. If the performance of an assignment by Sorko Advocaten and/or by a participant in Sorko Advocaten, which execution includes failure of taking action and negligence, results in liability, such liability shall, with due regard for these General Terms and Conditions, be limited to the amount paid in the respective case pursuant to the applicable liability insurance of the participant who accepted the assignment, to be increased with the policy-excess amount that is for the account of the respective participant pursuant to the applicable insurance contract in the respective case. Such limitation of liability also applies to the participant who has wrongly or without a valid reason refused an assignment or the further performance of an assignment, whether wholly or partly, or who has wrongly or without a valid reason interrupted, suspended or terminated or caused to

- interrupt, suspend or terminate an assignment or the further execution of an assignment, whether wholly or partly, and this should lead to liability for the resulting loss.
8. If for any reason whatsoever no payment should be made by virtue of the insurance referred to in the previous article, each party's liability shall be limited to the policy-excess amount which pursuant to this insurance is in the respective case for the account of the participant, who has accepted or refused the assignment, or who has interrupted, suspended or terminated or caused to interrupt, suspend or terminate the assignment.
  9. The liability limitation defined in articles 7 and 8 also applies to the case when and to the extent the participant has accepted the assignment, is liable for the faulty performance of the apparatus, equipment, software, data files, records or other matters, materials or resources used for or related to the performance of the assignment, and for the actions and/or failure to act or negligence of persons who are directly employed by the participant.
  10. Sorko Advocaten i.e. the participant who accepted the assignment is at liberty to use third parties at its/his discretion for the performance of an accepted assignment. With respect to each assignment granted to Sorko Advocaten i.e. the participant who accepts the assignment, the right to accept the liability limitations of third parties is every time deemed to have been given on behalf of the client. Any liability of Sorko Advocaten and of the participant who accepted the assignment with regard to any failure by third parties deployed or involved in the assignment for its performance shall be excluded.
  11. The fee for the activities performed/to be performed shall each time be agreed between the client and the participant who accepts the assignment. This also applies to the method and terms of invoicing as well as the applicability of payment periods and to conditions to be set with regard to any requirement of an advance payment/deposit and/or other conditions.  
Further to the fee, the client undertakes to pay the expenses incurred with regard to the performance of the assignment requested by him, while the general office charges, such as postage, and expenses of telephone, fax and copying etc. can be charged in the form of a percentage of the fee. The client also undertakes to pay

the tax, land-registry and court's fees and other taxes and duties to be paid on behalf of the client.

12. These General Terms and Conditions apply to each assignment accepted by Sorko Advocaten i.e. a participant of this collaboration including any supplemental assignments and continued assignments.
13. These General Terms and Conditions have been drawn up in the Dutch and English language. In the case of any discrepancies between the Dutch and English version of these General Terms and Conditions, the Dutch version shall be binding. In the case of a dispute about the substance or purport of these General Terms and Conditions, the Dutch text shall be binding.
14. The legal relationship between Sorko Advocaten i.e. its participants and their clients is governed by Dutch law. Any disputes shall be submitted to the competent court of Amsterdam at the discretion of the claiming party. Where Sorko Advocaten and/or one or more of its participants act as the claiming party, the claiming party shall, contrary to the above, be entitled to bring a case before a competent court elsewhere in the Netherlands and/or abroad in view of the nationality and/or place of residence or establishment and/or any other circumstance with regard to the other party or the nature of the dispute.

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