



General Terms and Conditions R.J. van Galen Praktijkvennootschap B.V. (Van Galen Insolvency Law)

R.J van Galen Praktijkvennootschap B.V. uses the tradename Van Galen Insolvency Law as an alternative for its statutory name.

The general terms and conditions are applicable to all instructions for services to R.J. van Galen Praktijkvennootschap B.V. ("VGIL") and other services provided by VGIL. All instructions are held to have been given to VGIL exclusively, also if it is the express intention that the services are provided by a specific person affiliated with VGIL. The applicability of Articles 7:704 and 7:707 paragraph 2 of the Dutch Civil Code is excluded. The other party to the agreement for services is referred to herein as "the client." Third parties cannot derive any rights from the provision of services by VGIL to the client.

The client will owe VGIL the agreed fee. If no fee has been agreed, the client will owe a fee based on VGIL's usual rates. If an hourly fee has been agreed upon, VGIL will be entitled to increase the hourly fee as per January 1st of each year by a percentage that is not higher than the percentage of the inflation of consumer spending in the previous year. Disbursements made by VGIL for courier services, travel expenses, costs of third parties that have been engaged, court fees and bailiff fees are to be reimbursed or paid by the client. Unless otherwise agreed VGIL will issue monthly invoices.

Pursuant to applicable Dutch and European statutory law, including the Anti-Money laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financiering van terrorisme) VGIL is under the obligation to establish the identity of its clients and, under certain circumstances, of the managing director or ultimate beneficial owner of the client in an adequate way and generally will not be able to carry out its services until such establishment has taken place. In specific instances pursuant to the aforementioned act VGIL will be under the obligation to report unusual transactions.

VGIL is not allowed to keep money from third parties in its bank accounts.

VGIL's liability is limited to the amount that is paid out for the relevant claim under VGIL's insurance, increased by the applicable deductible. The professional liability of the lawyer(s) working at VGIL is limited as set out in the previous sentence. Any other liability on their part and on the part of other persons affiliated with VGIL is excluded. Every claim for compensation will expire one year after the date on which the creditor concerned became aware of the damage and of VGIL's liability or the affiliated person's liability as the case may be, unless a claim for damages has been submitted to the liable party within that year in writing.

VGIL will be entitled to engage services that are customary in the litigation practice such as courier services and bailiff services, without prior approval by the client. Other services will require consultation of the client. If a third party engaged by VGIL wishes to limit its liability for faults, VGIL is entitled to accept such limitation of liability, also on behalf of the client.



VGIL is not liable for any damage caused by any action or omission of a third party it engages.

If VGIL or any person affiliated with VGIL is held liable by a third party in connection with the performance of services requested by the client, the client will pay to VGIL or the affiliated person(s) any of their costs in relation thereto, including costs of a defense, penalties and damages to the extent that the claim exceeds the amount that is paid out in that regard under VGIL's insurance, increased by the applicable deductible.

The provisions of this agreement that constitute stipulations to the benefit of persons affiliated with VGIL constitute irrevocable third-party clauses. These third-party clauses have been accepted by these third parties in accordance with Article 6:253 paragraph 4 of the Dutch Civil Code.

The agreement (including these general terms and conditions) is governed by Dutch law. Any disputes between the client and VGIL will be submitted to the competent court of Amsterdam in first instance.

There are Dutch and English versions of these general terms and conditions. In case of conflicts the Dutch version prevails.