

GENERAL TERMS & CONDITIONS BRANDS ADVOCATEN

1. Brands Advocaten is a Dutch partnership (*maatschap*) consisting of private limited liability companies (*besloten vennootschappen*) and natural persons. An overview of the partners is available upon request.
2. All assignments from clients are solely accepted and carried out by the partnership Brands Advocaten, even if it is the client's express or implied intention that an assignment will be carried out by a specific person. These General Terms & Conditions are applicable to all assignments. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (*Burgerlijk Wetboek*) are hereby excluded.
3. All conditions of these General Terms & Conditions apply also to the partners of Brands Advocaten, to the directors of the private limited liability companies and to all those currently working for the partnership, whether under an employment contract or otherwise. Furthermore, the conditions apply similarly to all those formerly working for the partnership, including their heirs, in case of being held liable after having left Brands Advocaten. It is up to the partnership Brands Advocaten to decide who will be in charge of the assignment. Brands Advocaten reserves the right to engage third parties for any assignment.
4. Unless otherwise agreed, the fees for services due by the client shall be calculated on the basis of the usual rates of the partnership, increased by VAT, general office costs and by other expenses (such as court fees). Unless otherwise agreed, fees for services shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates established annually by the partnership or by its partners. Costs paid for by the partnership on behalf of the client shall be charged separately. A percentage of the fees for services shall be charged to cover general office costs (such as postage, phone, fax, photocopying et cetera). All amounts are exclusive of VAT. The services rendered shall in principle be charged to the client on a monthly basis, or at least periodical, subject to payment within 8 days of the date of the invoice. In case of lack of timely payment the partnership has the right to charge legal interest (*wettelijke rente*).
5. The total liability of Brands Advocaten, its partners, the directors of the private limited liability companies and of all those currently or formerly working for the partnership, is limited to the amount paid out in the relevant case by the professional liability insurer of Brands Advocaten, plus the amount of the deductible (*eigen risico*) which under the terms and conditions of insurance based on which the payment is made, shall be for the account of Brands Advocaten. In the event that no amount is paid out under the professional liability insurance for whatever reason, any and all liability of Brands Advocaten shall be limited to an amount of twice the fees for services charged by Brands Advocaten in the matter concerned, up to a maximum of € 75,000.00.
6. Brands Advocaten is only liable for shortcomings of third parties if and in so far the damages caused by those third parties can be reimbursed and only up to the amount so reimbursed. Brands Advocaten has the explicit right to accept in the name of the client any and all possible limitations on liability applied by third parties.
7. The client shall indemnify Brands Advocaten against any third-party claims and associated costs to be incurred by Brands Advocaten, which claims result directly or indirectly from or have to do with work carried out by Brands Advocaten on client's behalf. This obligation of indemnification does not pertain to liabilities which may result from intentional or gross negligence by Brands Advocaten.
8. The client may ask Brands Advocaten for copies of documents from the file built up for his assignment up to five years after closing that file. The costs made by taking the file out of the archives and by copying the document(s) will be charged to the client.
9. These General Terms & Conditions apply to every legal relationship between the client and Brands Advocaten. This legal relationship is exclusively governed by Dutch law.
10. The General Terms & Conditions are drawn up in Dutch and English; the Dutch text shall prevail in case of any discrepancy between the English and the Dutch version.