

TERMS & CONDITIONS OF 10 BFT. B.V. TRADING AS BEAUFORT LITIGATION

1.

These General Terms and Conditions apply to all services that 10 Bft. B.V. (whether or not trading as Beaufort Litigation) has been requested to provide, including engagements, follow-up engagements and supplemental engagements.

Any general terms and conditions utilised by the client expressly do not apply and are waived time and again upon repeated stipulation by the client as contractual counterparty.

2.

The provisions in these General Terms and Conditions also apply for the benefit of individual persons associated with Beaufort Litigation, such as direct or indirect shareholders, employees and self-employed persons, including their possible legal successors, whenever they act on behalf of Beaufort Litigation.

3.

All engagements are deemed to have been instructed to Beaufort Litigation solely and not to any individual person associated with Beaufort Litigation, such as direct or indirect shareholders, employees and self-employed persons. This includes any request for services to be performed by a specific person associated with Beaufort Litigation. The application of sections 7:404 and 7:407(2) Dutch Civil Code is excluded.

The client expressly agrees to hereby waiver to hold, or the possibility thereto, any other natural person or legal entity besides Beaufort Litigation liable for the performance of the agreement or for compensation of damages.

4.

Claims for compensation of damage will expire one year after the date on which the client became aware of the damage and Beaufort Litigation's liability.

5.

If an event occurs in providing services that could lead to any liability on Beaufort Litigation's part, that liability will be limited to the amount that is paid out in that specific case under Beaufort Litigation's professional indemnity insurance plus the

applicable deductible. The maximum insured amount of Beaufort Litigation's professional liability insurance is capped at EUR 2,500,000 per claim.

Said professional liability insurance is held by 10 Bft. B.V. as the principal insured party.

6.

Beaufort Litigation's liability for damage to persons or property will be limited to the amount paid out under Beaufort Litigation's applicable general liability insurance policy, plus the applicable deductible.

Said general liability insurance is held by 10 Bft. B.V. as the principal insured party.

7.

If, for whatever reason, the abovementioned insurance policies do not provide cover, the liability of Beaufort Litigation will be limited to the amount of the fees paid by the client with respect to the matter in question, with a maximum of EUR 10,000.

8.

The client indemnifies Beaufort Litigation against any claims by third parties which relate in any way to the work performed for the client. The client will reimburse Beaufort Litigation for the reasonable (legal) costs of defending such claims.

9.

In carrying out engagements, Beaufort Litigation may engage third parties, if and insofar as it deems this necessary and, insofar as possible, after consulting with the client Beaufort Litigation will not be liable for mistakes or breaches by third parties. By engaging Beaufort Litigation, the client thereby grants Beaufort Litigation the authority to accept, on the client's behalf as well, the general terms and conditions and potential limitations on liability of third parties to be engaged.

10.

With respect to the performance of the engagement, the client will owe the agreed hourly rate multiplied by the total hours of legal assistance (the 'legal fee'), plus office expenses of 7% of the total legal fee, disbursements and, if applicable, Dutch VAT.

11.

Beaufort Litigation's invoices are to be paid within 14 days of the invoice date. If payment has not been received within the said period, the client will be deemed to be in default without further notice of default and Beaufort Litigation will be entitled to charge statutory interest.

12.

In case considerable costs are to be expected in connection with the services that are to be provided by Beaufort Litigation, such as court registration fees and the obligation to provide surety for the payment of such fees, Beaufort Litigation may request its client to make an advance payment and, at Beaufort Litigation's discretion, decide to withhold the legal action causing said considerable costs until these costs are paid to Beaufort Litigation. This decision shall always be in conformity with the laws and professional rules applicable to the services of Dutch attorneys at law.

13.

If it has been agreed with the client that the client must make an advance payment before the work begins, this advance payment will be set off against the last invoice relating to the engagement provided.

14.

In providing services for clients, Beaufort Litigation does not receive funds from clients or third parties, because it has no escrow or third-party account ('Stichting Derdengelden') at its disposal.

15.

As a result of applicable regulations (including the Dutch Money Laundering and Terrorist Financing (Prevention) Act ('Wet ter voorkoming van witwassen en financieren van terrorisme')), Beaufort Litigation must verify the identity of clients and is legally held to report unusual transactions to the Dutch authorities under certain circumstances. By engaging Beaufort Litigation, the client thereby affirms that it is aware of Beaufort Litigation's legal duty thereto and, insofar as necessary, consents to this.

16.

Beaufort Litigation and all persons working for Beaufort Litigation will have the client's permission to communicate with the client through (standard non-secure) electronic means of communication, such as by email, fax or telephone, except if other written agreements have been made beforehand.

17.

Beaufort Litigation's complaints handling scheme applies to any legal relationship between Beaufort Litigation and the client. Beaufort Litigation is a party to the Complaints Handling and Dispute Settlement Scheme for the Legal Profession ('Klachten- en Geschillenregeling Advocatuur'), which can be found on Beaufort Litigation's website www.beaufortlitigation.nl.

18.

Dutch law governs the legal relationship between Beaufort Litigation and its clients. Any disputes will exclusively be brought before the competent court in Rotterdam.

19.

These General Terms and Conditions may be consulted on or downloaded from Beaufort Litigation's website www.beaufortlitigation.nl.

The Dutch text of these General Terms and Conditions will be binding in the event of a dispute about the content or effect of these General Terms and Conditions in any translated version.

20.

Beaufort Litigation/10 Bft. B.V. is registered at the Chamber of Commerce under no. 76668932.