

**GENERAL CONDITIONS OF ROORDA LAW & TAX B.V.**

1. These general terms apply to all engagements of Roorda Law & Tax B.V., a private company with limited liability, with its registered address in Amsterdam (the Netherlands). Persons who are authorized by Roorda Law & Tax B.V. to accept engagements on its behalf are hereafter referred to as “**Partners**”.
2. The provisions in these general conditions also inure to the benefit of the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax and all other legal or natural persons employed by or having been employed by Roorda Law & Tax B.V., as well as for the benefit of all persons for whose acts or omissions Roorda Law & Tax B.V. might be held liable (all such other legal or natural persons are hereinafter referred to as “**Associates Roorda Law & Tax**”), as well as to the benefit of the possible legal successors of the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax and the Associates Roorda Law & Tax, including their possible legal successors, who are carrying out any engagement of the client, are entitled to rely on these general conditions.
3. All engagements are accepted by Roorda Law & Tax B.V. and not by any individual person associated with Roorda Law & Tax B.V. This applies as well when it is the client’s express or implied intention that an engagement be carried out by a specific person or persons. The applicability of sections 7:404, 7:407 subsection 2 and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*) is excluded.
4. If Roorda Law & Tax B.V. retains third parties (legal or natural persons who are not associated with Roorda Law & Tax B.V. to perform an engagement for the client, Roorda Law & Tax B.V. cannot be held liable for any acts or omissions of these parties in relation to the client. By giving an engagement to Roorda Law & Tax B.V. the client authorizes Roorda Law & Tax B.V. to agree on its terms, including limitations of liability, on behalf of the client.
5. The client can only hold Roorda Law & Tax B.V. liable for damages resulting from or in connection with the carrying out of an engagement. An engagement given to Roorda Law & Tax B.V. includes a waiver of the right, in as far as legally possible, to hold liable the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax, the Associates Roorda Law & Tax, as well as their legal successors, on any ground, for damages resulting from or in connection with the carrying out of an engagement, as well as to take any legal action against the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax, the Associates Roorda Law & Tax, as well as their legal successors, including, without limitation, making an attachment.
6. Any liability of Roorda Law & Tax B.V. and/or (notwithstanding section 5 of these general conditions) the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax, the Associates Roorda Law & Tax, as well as their legal successors, resulting from or in connection with carrying out an engagement is limited to the amount which is paid out under Roorda Law & Tax B.V.’s insurance policy or policies in the matter concerned, plus the amount of the deductible which must be borne by Roorda Law & Tax B.V. pursuant to the applicable insurance policy or policies in the matter concerned.
7. Every claim for damages against Roorda Law & Tax B.V. and/or (notwithstanding section 5 of these general conditions) the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax, the Associates Roorda Law & Tax, as well as their legal successors, will be time barred one year after the day on which the client became aware of the damage and the relevant liability.
8. Pursuant to applicable legislation (including the Act on prevention of money laundering and terrorist financing) (*Wet ter voorkoming van witwassen en financiering van terrorisme*) Roorda Law & Tax B.V. is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances.

9. In providing services Roorda Law & Tax B.V. and Stichting Beheer Derdengelden Roorda Law & Tax may receive funds from clients or third parties. Roorda Law & Tax and Stichting Beheer Derdengelden Roorda Law & Tax will deposit these funds with a bank chosen by Roorda Law & Tax, in consultation with the parties involved. Roorda Law & Tax B.V. and Stichting Beheer Derdengelden Roorda Law & Tax cannot be held liable if the bank fails to fulfill its obligations.
10. These general conditions are made in Dutch and in English. In case of a discrepancy between the Dutch and English text versions of these general conditions the Dutch text shall be binding.
11. To the services provided by Roorda Law & Tax B.V. is applicable the complaints procedure of Roorda Law & Tax B.V. If a complaint is not resolved by following the complaints procedure, it may be settled through the competent court referred to in section 12 of these general conditions.
12. The legal relationship between the client and Roorda Law & Tax B.V., as well as any legal relationship that could come into existence in connection with carrying out an engagement, on any ground, between on the one hand the client and on the other hand the Partners, the Stichting Beheer Derdengelden Roorda Law & Tax and/or Associates Roorda Law & Tax, including their possible legal successors, shall be governed by the laws of the Netherlands. All disputes resulting from any such legal relationship shall be exclusively decided by the competent courts in Amsterdam, the Netherlands.

Roorda Law & Tax B.V. is located in Amsterdam (the Netherlands) and registered in the trade registry of the Chamber of Commerce under number 70355827. These general conditions can be reviewed on [www.roordalaw.com](http://www.roordalaw.com).

January 2018