

GENERAL TERMS AND CONDITIONS TEKE law firm

Description of Teke law firm

1. Teke law firm (*advocatenpraktijk mr. T. Teke*) (the “Firm”) is registered with the trade register in the Netherlands under the number 55002579.

Principal – mandatory

2a. All instructions of the client(s) are exclusively accepted and carried out by the Firm, also when it is the intention, explicitly or implicitly, that the instructions will be carried out by any specific person(s). Sections 404 and 407, subsection 2 of Book 7 of the Dutch Civil Code (*Burgerlijk Wetboek*) shall not apply.

2b. The substitute in case of severe absence of Turan Teke is Gerrit-Jan Bolderman, attorney-at-law in Amsterdam.

Use of services of third persons and their liability

3a. The Firm may engage the services of third persons for carrying out the client’s instructions. When expedient and feasible the Firm shall consult the client before turning to third persons, but it shall at all times observe the required standard of care in selecting such third persons.

3b. When the services of third persons are engaged for carrying out the client’s instructions the Firm may accept a limitation of their liability in carrying out the client’s instructions.

3c. The Firm may require the client to itself engage the services of third persons directly when e.g. substantial costs will be involved in the rendering of the services.

3d. The Firm shall not be liable for any shortcoming, lack of care or non-feasance of third persons irrespective whether their services were engaged by the Firm or by the client.

General limitation of liability

4a. The Firm’s liability shall always be limited to the amount paid out in the matter under the Firm’s professional liability insurance policy/policies, increased by the amount of the own risk for the account of the Firm under the terms of the policy.

4b. If and to the extent, for whatever reason, no payment is made under its professional liability insurance policy/policies, the Firm’s liability shall be limited to three times the Firm’s fee charged to and actually collected from the client on account of its carrying out the client’s instructions which gave rise to liability, with a maximum of EUR 25,000.

Limitation of liability in connection with loss to persons and property

4c. If a loss for which the Firm is liable is caused to persons or property by or in connection with the carrying out of the client’s instructions or otherwise, such liability shall be limited to the amount paid out in the matter under the Firm’s general liability insurance policy/policies, increased by the amount of the own risk for the account of the Firm under the terms of the policy.

Safeguarding by the client

5a. Instructions are exclusively carried out on behalf of the Firm’s client so that no right whatsoever is vested in any third persons in the contents of work performed for the client (e.g. opinions, documents, correspondence and pleadings) or in its conduct (including taking no action) unless the Firm informed the third persons involved in

writing and in unambiguous terms that such rights vest in them and the manner and extent to which this shall be so.

5b. When the client provides the contents of the Firm's work to third persons, it shall be bound towards the Firm to point out to such third persons that the work and services rendered were performed subject to these General Terms and Conditions. Whenever third persons wish to make use in any way of the contents of such work or conduct, they will be bound by the provisions of these General Terms and Conditions.

5c. The client shall safeguard and hold the Firm harmless against and in respect of any claims, including costs made and to be incurred by the Firm in connection therewith, of third persons which in any way relate to the services rendered by the Firm for the client, unless these have arisen due to gross negligence or willful conduct of the Firm.

Calculation of fees and invoicing

6a. Unless otherwise agreed, the fees due by the client shall be based on the number of hours spent multiplied by the applicable hourly rate, which shall be established by the Firm from time to time.

6b. For normal office expenses, e.g. postage, cost of telephone and copying a fixed charge of 6% of the fees shall be made.

6c. Disbursements paid by the Firm on behalf of the client shall be invoiced separately.

6d. All amounts shall be exclusive of V.A.T.

6e. The Firm's notes of fees to the client must be paid within 14 days from their date. In case of default of timely payment the Firm may charge legal interest. Extra-judicial costs of collection may be charged by the Firm at a fixed rate of 15% of the unpaid amount of the note(s) of fees, unless the actual extra-judicial costs exceed such percentage, in which case the Firm may charge the higher amount.

General comments – Dispute clause

7. The stipulations in these General Terms and Conditions have been made not only for the Firm but also on behalf of its owner(s) and of all persons who work or have rendered services for the Firm and of all persons whose services are or have been engaged for the Firm for carrying out any instructions of the client or who are or have been involved in any way in the carrying out of the client's instructions.

8. These General Terms and Conditions shall also apply in respect of supplemental and consecutive instructions of the client.

9. The legal relationship between the Firm and the client shall be subject to Netherlands law. The Firm's complaint procedure for lawyers (*advocatuur*) applies to work performed by or assigned to lawyers (*advocaten*) of the Firm.

10. These General Terms and Conditions are published on the Firm's website (www.teke-advocaat.nl).