



General Terms and Conditions

WLP-Law, Attorney- at-law, Tax Lawyers and Civil Law Notaries

Amsterdam

1. Westinghouse Legal Partners is a private company with limited liability, established by Dutch Law, registered at the Chamber of Commerce under number: 50705474 ("**WLP-Law**").
2. These General Terms and Conditions shall apply to each contract or agreement with WLP-Law, including any modified or conditional command or subcommand.
3. WLP-Law will work up to any agreement with a client ("**Client**") with the reasonable care and expertise. WLP-Law however, cannot vouch for the intended result.
4. Client is held to provide all the facts and circumstances which may be relevant for the proper execution of the contract, as well as any information and data required by WLP-Law, timely and fully to WLP-Law. Client is responsible at all times for the accuracy and completeness of the information and data provided by Client to WLP-Law.
5. WLP-Law will consider all instructions of Clients to have been given exclusively to WLP-Law, even if the instructions are explicitly or implicitly intended to be carried out by a specific person. Article 7:404 Dutch Civil Code, which provides for the latter, and article 7:407 subsection 2 Dutch Civil Code, which creates a joint and several liability where instructions have been given to two or more persons, shall not apply.
6. If, in carrying out instructions of a Client, any event occurs which results in liability for WLP-Law, including any damage caused to a person, any and all liability of WLP-Law – or any civil law notary, tax lawyer or bar member working with WLP-Law - shall be limited to the amount or amounts which have been charged as fees to the Client for that particular instruction, at least to the amount covered by the WLP-Law professional liability insurance, if any, such amount(s) to include WLP-Law's excess under the insurance.
7. If, by or in connection to carrying out instructions of a Client, or in another way damage to persons or things may occur, for which WLP-Law is liable, such liability is at all times limited to the amount or amounts, which have been charged to Client for that instruction.
8. WLP-Law is, in relation to the execution of the instructions entitled to, if necessary, assign third parties. It is possible that persons who have been engaged in connection with the fulfilment of instructions of a Client may wish to limit their liability in relation thereto. WLP-Law will proceed on the assumption, and insofar as necessary stipulates, that all instructions given to it by Clients include the authority to accept such a limitation of liability on behalf of those Clients. Every private liability of WLP-Law for shortcomings of third parties is excluded.



9. Instructions performed by WLP-Law are exclusively for the benefit of the Client. Others than the Client can't derive any rights from the content of the work performed, and, more generally, to the way in which the instructions are being implemented.

10. All rights of action and other powers of whatever nature vis-à-vis WLP-Law related to services provided by it shall lapse in any event one year after the moment on which the party involved is aware or could possibly be aware of the existence of these rights and powers.

11. Any fee quote or fee arrangement does not include charges such as, but not limited to tax, office costs, travel costs, copy- and fax costs, courier services, long distance phone calls, paid computer research services, secretarial overtime, filling fees, court fees, translation costs and other costs or taxes, unless expressly included.

12. Clients are responsible for all charges in relation to the instruction, during the course of their representation. The costs of outside contractors such as translators, surveyors, printers, experts, lawyers in other jurisdictions and the like in relation to representation of the Client, shall be directly billed to the Client, or, upon our request, paid directly by the Client.

13. WLP-Law will send Clients a monthly invoice which reflects the amount of out fees and expenses attributable to the matter.

14. Each invoice is payable upon receipt. Over any unpaid balance not paid within 30 (thirty) days after the invoice date, will be an interest rate of 1,5% per month. In the event WLP-Law receives a payment from a Client at a time when more than one invoice is outstanding, this payment is intended first for payment of the interest and fees and then to the longest outstanding invoice.

15. Every Client has the right to terminate the representation by WLP-Law at any time for any reason. WLP-Law had the same right upon giving the Client reasonable notice so that suitable arrangements can be made by the Client to obtain alternative representation, in accordance with the Code of Conduct of the Dutch Bar Association, the Code of Professional Practice of the Dutch Association of Tax Advisors, the Civil Law Notaries Act (*wet op het notarisambt*) and/or the Regulations concerning Professional Rules and Rules of Conduct of the Royal Notarial Association

16. Among the reasons for WLP-Law to terminate the representation as mentioned in 15 are: (1) non- or late payment of fees of WLP-Law charges or costs; (2) the Client's failure or refusal to forthright, cooperative or supportive of WLP-Law; (3) WLP-Law Client's misrepresentation of, or refusal to disclose material facts; (4) the Client's failure or refusal to accept the advice of WLP-Law; (5) discovery of a conflict with another Client of WLP-Law or; (6) any other reason permitted or required under the Code of Conduct of the Dutch Bar Association, the Code of Professional Practice of the Dutch Association of Tax Advisors, the Civil Law Notaries Act (*wet op het notarisambt*) and/or the Regulations concerning Professional Rules and Rules of Conduct of the Royal Notarial Association.

17. After the agreement is terminated, the corresponding file –with the relevant documents- is kept for a maximum of 5 years. After 5 years, WLP-Law has the right to completely destroy the file without notifying the Client.

18. WLP-Law is obliged under current legislation – including the Dutch Act on the Prevention on Money Laundering and Terrorist Financing (*wet ter voorkoming van witwassen en financieren van terrorisme*) – to verify the identity of its Clients and report unusual transactions to the authorities in certain circumstances. The Client shall provide WLP-Law with any information, which WLP-Law, needs in order to meet any obligations to establish the identity of Client and persons affiliated with Client.



19. Information on the processing of personal the data of Clients is available on the website: www.wlp-law.com/privacy-statement/.

20. WLP-Law is a participant in the Complaints and Disputes Settlement Scheme for the Notarial Profession. This disputes settlement scheme becomes applicable through the acceptance of these General Terms and Conditions. If the Client is dissatisfied with the outcome of the internal complaints procedure, the Client can apply to the Disputes Committee for the Notarial Profession in accordance with the applicable regulations.

21. WLP-Law has an internal complaints procedure which applies to every assignment of WLP-Law. All disputes that may arise between the Client and WLP-Law and that after going through the complaints procedure of WLP-Law are not resolved to the satisfaction of one of the parties, can exclusively be submitted to the competent judge of the District Court of Amsterdam.

22. The relationship between WLP-Law and its Clients shall be governed by Dutch Law. Except for the competence of the afore-mentioned Disputes Committee, the Courts of The Netherlands shall have exclusive jurisdiction over any dispute that may arise between WLP-Law and a Client.

23. These General Conditions are available in Dutch and English. In the case of any dispute concerning the contents or purpose of these conditions, the Dutch text shall be binding.

24. WLP-Law is entitled to change these terms and conditions unilaterally or supplement. A material change or addition binds Client not earlier than the time that the customer has been informed in writing.