

General Conditions

1. Olym B.V. is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, its object being to conduct a practice of law (*advocatuur*). Olym B.V. is registered with the Trade Register of the Chamber of Commerce under number 65355296.
2. These general conditions apply to all work and legal acts performed by and on behalf of Olym B.V., unless specifically agreed otherwise in writing. The applicability of general conditions used by a contractual counterparty of Olym B.V. (hereafter: "Client") is excluded. The general conditions of Olym B.V. apply also for all persons who are involved in the performance of the assignment and/or who may have any liability in connection therewith.
3. All assignments to Olym B.V. are solely accepted and carried out on the basis of an agreement of instruction (*overeenkomst van opdracht*) between the Client and Olym B.V., with exclusion of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code.
4. The Client can terminate the assignment at any time by termination notice, if desired with immediate effect. The Client is obliged to pay the agreed fees for the work performed until the moment of termination. Olym B.V. can also terminate the assignment, but will only do so for important reasons, for example if there is a dispute regarding the manner in which the case must be handled and this dispute cannot be solved in mutual consultation. Olym B.V. will act with due care when terminating an assignment and will ensure that any detrimental effect for the Client will be minimised.
5. Third parties cannot derive rights from work performed or the ensuing results. If the Client provides results of the work performed by Olym B.V. to third parties, the client will indemnify and hold Olym B.V. harmless from any claims of third parties in connection therewith and from the reasonable costs of defense against such claims.
6. Unless agreed otherwise, Olym B.V. will charge a fee to the Client for the work performed that is calculated on the basis of the number of hours worked multiplied by the applicable hourly rates as annually determined by Olym B.V.. Expenses made by Olym B.V. for the benefit of the Client will be invoiced separately. All fees and expenses are increased with VAT, if applicable.
7. Invoices are payable within 14 days after the invoice date. All costs in relation to claiming payment of invoices from the Client are for the Client's account, with a minimum of 15% of the total amount invoiced.
8. The total liability of Olym B.V., its managing directors and all persons that perform or have performed work for it, whether or not under an employment agreement, will be limited in the aggregate to the amount that is paid in relation to the relevant claim pursuant to the professional liability insurance concluded by Olym B.V., increased by the amount of any deductible which may be for the account of Olym B.V. pursuant to the applicable insurance policy. The terms and conditions of the professional liability insurance of Olym B.V. have (in addition to other limitations) a maximum insured amount of five million euro. The insurance policy is available for Clients upon first request.
9. If, for whatever reason, no insurance payment is made at all, the combined liability to the Client is limited to the amount of fees (excluding VAT) charged by Olym B.V. in relation to the relevant assignment and paid by the Client and is in any case limited to €50,000.

10. All claims of the Client are barred if these claims have not been made in writing to Olym B.V. (i) within 12 months from the last date that work was performed to which the relevant claims relate or, if earlier, (ii) within three months from the day that the Client became aware or could reasonably have become aware of the facts on which the claim is based.
11. Olym B.V. is authorized to use the services of third parties for the execution of assignments. Olym B.V. shall, as far as possible, consult the Client before engaging third parties and shall exercise due care. Olym B.V. shall, however, not be liable for any defaults or negligence of such third parties. Olym B.V. is hereby authorized by the Client to accept on behalf of the Client any limitations of liability imposed by third parties.
12. If during the performance of the services use is made of transmission through the internet and/or other electronic, telephone or other networks, public or accessible to third parties, the confidentiality of such transmissions is not guaranteed and Olym B.V. is not liable for any damage which the Client may incur as a result of third parties obtaining access to information intended for the Client or as a result of unauthorized publication by third parties.
13. The services of Olym B.V. are subject to the Act on the prevention of money laundering and financing of terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*), as a result of which Olym B.V. is obliged by law to report any unusual transactions to the authorities.
14. These general conditions are drawn up in the Dutch and English language. In case of any discrepancy, the Dutch text will prevail.
15. Olym B.V. participates in the Complaints and Disputes Arrangement Advocatuur (*Klachten- en Geschillenregeling Advocatuur*). All disputes pursuant to entering into or the performance of the services of Olym B.V., including all invoice disputes, are settled in accordance with the Regulations of the Complaints Board Advocatuur (*Reglement Geschillencommissie Advocatuur*).

Consumer Client: if the dispute relates to an assignment from a consumer Client, the Regulations provide for binding advice, unless the Client addresses the regular court within one month after the complaint has been settled by the advocaat. In case of collection of a receivable against a consumer Client there is only binding advice if the Client submits the outstanding amount with the Complaints Board Advocatuur. If the Client does not do so, the collection is subject to arbitration.

Business Client: if the dispute relates to an assignment from a business Client, the Regulations provide for arbitration.

Complaints about the performance of an assignment and/or the amount of an invoice must be submitted in writing to Olym B.V. (i) within 12 months from the last date that work was performed to which the relevant complaint relates or, if earlier (ii) within three months after the moment at which the Client became aware or should reasonably have become aware of the act or failure to act that gave rise to the complaint. If the complaint has not been settled satisfactorily within four weeks after submitting, the complaint can be filed with the Geschillencommissie Advocatuur. The Regulations of the Geschillencommissie Advocatuur are provided upon request and are also available on the website of the Geschillencommissie Advocatuur: www.degeschillencommissie.nl.

16. The legal relationship between the Client and Olym B.V. is governed exclusively by Dutch law. Any disputes that may arise and which cannot be solved through the Geschillencommissie Advocatuur shall be exclusively submitted to the competent court of Amsterdam, the Netherlands.