

GENERAL TERMS AND CONDITIONS - Chao Legal

1. Chao Legal is a trade name of Law District B.V. ("Chao Legal"), which is a private company with limited liability ("*besloten vennootschap*") under the laws of the Netherlands.
2. Chao Legal's purpose is to exert a legal practice as a lawyer in the broadest meaning of the word.

Application of general terms and conditions

3. All instructions to Chao Legal or to any persons working for or with Chao Legal (such as attorneys at law, advisors or employees) are subject to these general terms and conditions.
4. All instructions are solely accepted and executed by Chao Legal. Chao Legal is solely responsible for execution of such instructions, not any of the persons working for or with Chao Legal. The application of sections 7:404 and 7:407 of the Dutch Civil Code is excluded.
5. The general terms and conditions are also applicable to any additional or subsequent instructions. The client shall be deemed to be familiar with these general terms and conditions in such case.
6. These general terms and conditions are sent to the client prior to the commencement of services to the client, preferably in electronic form (by email) or handed out. A copy of these general terms and conditions can be viewed on the website www.chaolegal.nl. These general terms and conditions may be downloaded from this website and saved.
7. These general terms and conditions are available in both the Dutch and English language. In case of any disputes on the content or meaning of these general terms and conditions the Dutch version shall prevail.

Liability

8. All liability of Chao Legal shall be limited to the amount of insurance cover available under the professional liability insurance, plus the amount of risk that is for Chao Legal's own account pursuant to the applicable terms and conditions of the insurance policy. Further information on the content of the insurance cover shall be provided upon request.
9. Chao Legal has taken out insurance from Aon, Professionele Services, Paalbergweg 2-4, 1105 AG Amsterdam, The Netherlands, having a global cover amount of max EUR 1,000.000 per claim (subject to a risk amount of EUR 2,500 for its own account). In case of damages Chao Legal shall report the relevant claim to the insurance company.
10. In the event the insurance company does not pay out, Chao Legal's liability shall be limited to an amount equal to the total fee amounts charged for the relevant case, subject to a maximum of EUR 10.000.
11. Chao Legal shall be authorized to retain the services of third parties (such as bailiffs, translators, external attorneys at law, experts etc.). Chao Legal shall always exercise due care when retaining such third parties. Chao

Legal shall not be liable for any damages caused by such third parties. The client authorizes Chao Legal to accept any disclaimers of such third parties.

12. Chao Legal does not use a third parties account ("*Stichting Beheer Derdengelden*").

Indemnification

13. The client shall indemnify and hold Chao Legal harmless against any claims of third parties, (legal) expenses and support included, that in any way relate to or follow from the services provided to the client, except to the extent caused by gross negligence or willful misconduct by Chao Legal.

Limitation period

14. If Chao Legal ceases its legal practice, any title to claim damages from Chao Legal shall expire not later than one year from the date Chao Legal so ceases to exert its legal practice.
15. In all other instances title to claim damages shall be limited to one (1) year after the event that caused the damages was discovered or should have been discovered and, in any case, not later than two (2) years after the event that caused the damages took place.

Rights of third parties

16. Not only Chao Legal but also persons that have been retained by Chao Legal for services in relation to any instruction may enforce these general terms and conditions.

Fees charged

17. The amount of the hourly fees charged excluding VAT shall be agreed with the client prior to the provision of services. Services provided shall be periodically charged to the client and be payable within fourteen (14) days, starting from the date of the invoice.
18. The invoice shall include a specification, where applicable. The amount charged shall be calculated by multiplying the number of hours worked by the agreed hourly rate, adding any additional office expenses and VAT as well as disbursements (such as expenses of third parties, travel expenses). As regards travel expenses, Chao Legal staff shall preferably travel – if efficient - by public transport, second class.
19. Chao Legal shall be authorized to agree on alternative fee arrangements with the client.

Complaints procedure

20. Any complaints shall be dealt with by Chao Legal in accordance with the internal complaints regulations of the Dutch Bar Association ("*Nederlandse Orde van Advocaten*") made for the internal complaints regulations of law firms in the Netherlands.

Applicable law

21. The legal relationship between Chao Legal and the client shall be exclusively governed by the laws of the Netherlands. Any general terms and conditions of the client shall be excluded.
22. Any disputes shall be subject to the exclusive jurisdiction of the competent court of Amsterdam, The Netherlands.