

## ADRIAANSEN INTERNATIONAL

*These General Conditions have been adopted by The Adriaansen Firm LLC, The Adriaansen Firm (Luxembourg) and Adriaansen Management LLC*

### GENERAL CONDITIONS

1. Adriaansen International is a Verein formed under articles 60 et seq. of the Swiss Code of Obligations whose purpose is to coordinate the activities of its members in the practice of law and tax advisory and related services and to encourage and promote such activities. All activities are conducted by its members who perform client assignments as separate entities. Adriaansen International and/or any one or several of its members shall herein be referred to as "AI".
2. All relations between AI and third parties shall be subject to the present General Conditions, unless an explicit agreement provides otherwise.
3. If an event, including a failure to act, occurs which leads to liability, then such liability shall be limited to the amount or amounts, if any, paid out by the professional liability insurance held by AI. The right to compensation for damages shall in any event terminate the later of (i) twelve months after the occurrence of the event that caused, whether directly or indirectly, the damages for which AI is liable or (ii) three months after the discovery of such event. The provisions set forth in this article shall also apply if damage is caused under any circumstances to persons or property, or if the client claims compensation for damages on the grounds of a right acquired from a third party.
4. In its relations with third parties AI shall always be acting as the agent of its clients, unless expressly agreed otherwise in writing. As such it shall not bear any responsibility arising out of such relations.
5. AI shall be authorized to engage third parties on behalf of its clients in accordance with the ordinary terms of business of such third parties, including, where relevant, a limitation of the liability of such third parties. AI shall not bear any liability for the failures of parties unconnected to AI engaged by it on behalf of clients.
6. AI is bound by strict professional secrecy rules and their breach may give rise to criminal sanctions. Accordingly, AI shall treat all information regarding its client's business and affairs as strictly confidential unless its disclosure is required by law or agreed with the client.
7. AI is subject to various money laundering regulations and must therefore obtain sufficient knowledge of clients, their identity, their business and other matters. AI must report any suspicious activity to one or several relevant national authorities. This legal duty overrides any duty of secrecy that AI owes to its clients and AI shall not have any liability for loss where it arises from such disclosure to the authorities.

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8. AI is authorized and empowered to collect, store and process clients' personal information required to enable AI to provide the services required and comply with the relevant legal obligations.

9. The relationship between AI and its clients shall be governed by Swiss law. The courts of Zug, Switzerland shall have jurisdiction over any disputes.

10. All those involved in the performance of any client assignment can invoke these General Conditions, including but not limited to former associates including their respective heirs for any matters arising after the end of their practice with AI.

Zug, July 1<sup>st</sup>, 2005