

General terms and conditions of Gorki B.V.

1. Bitter Advocacy is a trade name of Gorki B.V. ('Gorki'), a limited liability company, incorporated in Rotterdam and registered in the Companies' register under number 24255606.
 2. Under the name Bitter Advocacy, legal services are rendered by Gorki B.V. and its managing director Jan Willem Bitter.
 3. Bitter Advocacy is established in The Hague. Mr Jan Willem Bitter, who is Gorki's managing director is a member of the Dutch Bar Association.
 4. Instructions for legal services to be rendered are solely given to and accepted by Gorki. Such instructions are performed by Mr Jan Willem Bitter and by others by him appointed, to the extent possible upon consultation with the client.
 5. The present general terms and conditions shall apply to all instructions for legal services to be rendered by Gorki.
 6. The liability of Gorki and of all those to whom the performance of legal services is delegated is limited to the amount to be disbursed under Gorki's professional insurance policy, providing for coverage of EUR 1,000,000 for each claim.
 7. Unless otherwise agreed, fees for legal services are calculated on a time spent basis and on an agreed upon hourly rate. Disbursements are charged separately at no additional cost. VAT shall be due at the applicable rate from time to time. Agreements for a fixed fee to be calculated shall always be subject to review in the event of unforeseen circumstances.
 8. At any time a request for an advance of fees or disbursements may be demanded. The amount thereof shall not be regarded as an indication of the total expected fees and costs. The performance of activities may be suspended in the event of non-payment of any amount due or requested for as long as the referenced amounts shall remain to be settled.
 9. Payment of statements of fees and charges shall be due within 14 days from their date. In the absence of timely settlement, interest shall be charged at the statutory rate. In case a balance shall remain to be settled during more than 60 days, a surcharge shall be payable of 15% of the outstanding balance with a minimum of EUR 150, apart from any further extrajudicial and judicial costs incurred or to be incurred with respect to the collection of the referenced balance.
 10. As a rule, all files will be kept and stored electronically. They will be kept for a period of seven years from their date of closure. Upon expiry of that period, they will be destroyed, including any original documents not reclaimed by the client.
 11. The legal relationship between the client and Gorki and, as the case may be, other persons involved on either side shall be governed by the laws of The Netherlands. Any and all disputes resulting from such relationship shall solely be settled by the Courts of The Hague.
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