

## GENERAL TERMS AND CONDITIONS of Axius Advocaten & Mediators

### 1. General/Definitions

#### 1.1 Definitions

**Axius:** the civil partnership Axius Advocaten & Mediators.

**Contractor:** Axius.

**Client:** a natural or (legal) person who gives the Contractor an assignment to perform work that falls under The Services.

**The service provision:** the practice of the profession of lawyer and the associated practice of legal advice in the broadest sense of the word, as well as the practice of the profession of mediator and the provision of services in the field of binding advice and arbitration.

### 2. Assignment

2.1 All assignments are exclusively given to and accepted by Axius after which the assignment agreement is only concluded.

2.2 The acceptance of assignments never serves to provide advice on foreign law, nor does it serve to provide tax advice. Advice only relates to the facts and circumstances as they have arisen in the context of the engagement relationship and cannot be used for any other purpose.

2.3 Assignments are performed exclusively for the benefit of the Client. Third parties cannot derive any rights from its content.

2.4 The Client is responsible for providing the Contractor with correct and complete factual information with regard to the matter for which the assignment agreement has been entered into. The Client indemnifies the Contractor against claims for damages, however named and suffered by anyone, which are the result of incorrect or incomplete information provided by or on behalf of the Client.

2.5 The Client agrees that the attending lawyer will engage one or more of the lawyers and/or third parties associated with the costs associated with the execution of assignments. The attending lawyer is authorized to accept liability limitations of third parties on behalf of or at the expense of the Client.

2.6 The Client indemnifies the Contractor against claims from third parties, or at least the Contractor may charge the Client costs (including, but not limited to, costs due to absenteeism at the hourly rate that the Contractor usually charges as well as reasonable costs of legal assistance) in connection with claims from third parties, which claims are related to the work in the context of the assignment agreement, unless those claims have arisen as a result of gross negligence or intent on the part of the contractor.

2.7 If the execution of the assignment entails that the Contractor, in consultation with the Client or arising from the assignment, engages a third party that is not part of the Contractor's organization, in "subcontract" or on behalf of the Client, to carry out work in the context of the assignment, the Contractor is not liable for errors that may be made by this third party. The fees and costs charged by the third party are for the account of the Client and will be charged to him if necessary. If the third party wishes to limit liability, the Contractor is authorized to accept a limitation of liability also on behalf of the Client. Third parties within the meaning of this provision can invoke these general terms and conditions.

2.8 Excluded are the provisions of the articles of the Dutch Civil Code 7:404, which provides an arrangement for which lawyer/person is obliged to perform the assignment, and 7:407 paragraph 2, which establishes joint and several liability for cases in which an assignment is given to two or more lawyers/persons.

2.9 Axius has professional liability insurance for amounts that at least meet the amounts prescribed by the Dutch Bar Association. Any liability is limited to the amount that is paid out in the context of this insurance in the relevant case.

2.10 These general terms and conditions apply to all assignments. In the event of amendments to these terms and conditions by Axius, the amended terms and conditions will apply to all new assignments from the day of publication on [www.axiusadvocaten.nl](http://www.axiusadvocaten.nl).

### 3. Means of communication

3.1 The Contractor and the Client can communicate by means of electronic data traffic. They will both use common software to protect against viruses, in which case they will not be liable to each other if damage does occur due to the transmission of a virus.

3.2 Electronic data traffic takes place without encryption, by whatever name.

3.3 The Contractor is not liable for damage as a result of the risk of third parties becoming aware of electronically sent messages. If the Contractor wishes to avoid this risk, it must indicate to the Contractor in writing the means by which message traffic must take place.

### 4. Termination of assignment

4.1 The assignment agreement may be unilaterally terminated (prematurely) by the Contractor as well as by the Client at any

time, also for reasons other than just weighty reasons.

Termination with immediate effect is allowed. Termination takes place by written notice or by written confirmation of an oral notice. The Contractor will not make untimely use of its right to terminate.

4.2 After termination of the assignment agreement, the Client is entitled to all original documents made available to the Contractor by the Client, as well as to the originals of court decisions. If originals have not been requested by the Client within one month after termination of the assignment agreement, they will be archived for a maximum of five years and then destroyed. If the Client requires documentation after archiving, the Contractor is entitled to charge the Client handling costs.

### 5. Office complaints procedure

5.1 The office complaints procedure of Axius Advocaten & Mediators applies to every assignment.

5.2 The Axius Advocaten & Mediators office complaints procedure concerns the procedure used by the Contractor for handling complaints from Clients about the performance of a contract for services, the quality of the service or the amount of the invoice.

5.3 If the Contractor is unable to resolve complaints from a Client using the Axius Advocaten & Mediators office complaints procedure, the Client may turn to the competent court.

5.4 Further information about the Axius Advocaten & Mediators office complaints procedure can be found on the Contractor's website, [www.axiusadvocaten.nl](http://www.axiusadvocaten.nl) and can be requested free of charge from the Contractor.

### 6. Governing Law, Identity, Unusual Transactions and Dispute Resolution

6.1 The legal relationship between the Contractor and the Client is exclusively governed by Dutch law.

6.2 Dutch law means that the Contractor is obliged in certain cases to convince itself of the identity of its Clients; Clients are obliged - if required by the Contractor repeatedly - to enable the Contractor to comply with the aforementioned legal obligation.

6.3 Dutch law means that the Contractor is obliged to notify a central authority of unusual monetary transactions.

6.4 The court in the district of Utrecht has exclusive jurisdiction to hear any dispute between the Contractor and a Client.

6.5 A stipulation that deviates from the terms and conditions is only valid insofar as this has been expressly accepted in writing by the attending lawyer.

6.6 These general terms and conditions are of January 30, 2015.