

GENERAL CONDITIONS AXON LAWYERS

- 1. Axon Lawyers (further: 'Axon Lawyers') is the trading name of the partnership Axon Advocaten (Chamber of Commerce: 53846745) consisting of the limited liability company Praktijkvennootschap Carine van den Brink B.V. (Chamber of Commerce: 34297647) and the limited liability company Erik Vollebregt Legal Services B.V. (Chamber of Commerce: 58563512) for the purpose of conducting the practice of attorney. Any agreement with Axon Lawyers shall be an engagement with one of the aforementioned limited liability companies, as confirmed in the engagement letter or as determined by the partner that the client has a direct relationship with.
- These general terms and conditions govern
 each assignment, including any subsequent or
 ancillary assignment, given to any person
 working at Axon Lawyers. Also all persons who
 are involved in carrying out an assignment may
 invoke these terms and conditions.
- 3. Professional fees shall be calculated on the basis of the number of hours worked, multiplied by the relevant hourly rates as determined by Axon Lawyers. All external costs made by Axon Lawyers in the course of carrying out an assignment shall be charged separately without surcharge, where applicable including VAT. Professional fees and external costs shall be invoiced on a monthly basis. Invoices must be paid within 14 days of the date of the invoice. In the event of late payment, Axon Lawyers is entitled to charge statutory interest as well as the costs related to the collection of the invoice.
- 4. If a client has any complaint regarding the services rendered by Axon Lawyers, he or she is invited to inform Axon Lawyers thereof, whereupon such complaint shall be dealt with in accordance with the Complants Procedure, as publised on the webite of Axon Lawyers.
- If an incident (including a failure to act) occurs resulting in liability of Axon Lawyers, any and all liability shall be limited to the amounts to which

- the professional liability insurance taken out by Axon Lawyers provides coverage, plus the amount under such insurance of the own risk deductible of Axon Lawyers for such event.

 Axon Lawyers has coverage in accordance with the ordinance on professional liability of the Dutch Bar. In the event that Axon Lawyers cannot, for whatever reason, claim payment under the professional liability insurance, Axon Lawyers's liability shall be limited to the amount in professional fees that has been charged in the relevant matter.
- 6. Axon Lawyers shall, as far as possible, consult the client before engaging third parties and shall in any event exercise due care in its selection of third parties. The client hereby authorises Axon Lawyers to accept any limitations of liability as well as other general conditions of third parties on its behalf.
- 7. The client indemnifies and holds Axon Lawyers harmless from and against all third party claims, including legal costs, arising in whatsoever matter from the activities carried out for the client, unless those claims result from gross negligence or wilful misconduct by Axon Lawyers.
- 8. Unless agreed otherwise in writing, Axon
 Lawyers will obtain and own the intellectual
 property rights on all documents and exhibits
 created by Axon Lawyers in the course of an
 assignment, including but not limited to written
 letters, written briefs of proceedings, advises,
 notes, articles and all concepts thereof.
- The assignments with Axon Lawyers are subject to the professional obligation to observe secrecy.
- 10. In the event of any discrepancy between the Dutch text and the English text as to the contents and purport of these conditions, the Dutch text will prevail.
- 11. The relationship between the client and Axon Lawyers is exclusively governed by Dutch law. The competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction over any dispute which may arise between the client and Axon Lawyers.