

General terms and conditions

Scope

1. Axon Lawyers is the trading name of the partnership Axon Advocaten (Chamber of Commerce 53846745), consisting of the private limited companies Praktijkvennootschap Carine van den Brink B.V. (Chamber of Commerce 34297647), Erik Vollebregt Legal Services B.V. (Chamber of Commerce 58563512) and Karin Verzijden Legal Services B.V. (Chamber of Commerce 80105505) whose object is to conduct a legal practice. Any contract with Axon Lawyers is a contract with one of the aforementioned limited companies, as confirmed in the correspondence with Axon Lawyers regarding the engagement or as determined by the partner with whom the client has a direct lawyer-client relationship.
2. All assignments accepted by Axon Lawyers result in a contract for services exclusively between Axon Lawyers and the client, even if the contract is entered into with a view to performance by a specific lawyer. Articles 7:404 and 7:407 of the Dutch Civil Code do not apply.
3. These general terms and conditions apply to every assignment, including any subsequent or additional assignment, given to Axon Lawyers or any person working at Axon Lawyers. All persons involved in carrying out an assignment may also rely on these general terms and conditions.

Professional fees and assignment

4. Professional fees are calculated on the basis of the number of hours worked, multiplied by the relevant hourly rates set by Axon Lawyers, to be determined by Axon Lawyers annually, plus a reasonable surcharge for office expenses. All external costs incurred by Axon Lawyers in the course of carrying out an assignment are charged separately without surcharge, including VAT where applicable. Professional fees and external costs are invoiced on a monthly basis. Invoices must be paid within 14 days of the date of the invoice. If a client requests a billing procedure that diverges from Axon standard billing procedure of monthly invoice sent electronically by email as pdf document, time spent by Axon attorneys and staff on diverging billing procedures, including interaction with client technology providers and billing system administrators will be invoiced at the professional fee rate of the attorney applicable or the hourly rate of the Axon staff member concerned. In the event of late payment, Axon Lawyers is entitled to charge statutory interest as well as collection costs.

5. Axon Lawyers exercises due care in carrying out assignments given to it and in the selection of third parties to be engaged by it. Any liability of Axon Lawyers for failures on the part of such third parties is excluded.
6. A client may end an assignment at any time, but only by means of written notification to his/her contact at Axon Lawyers.
7. Axon Lawyers may end an assignment observing a notice period of fourteen days, or with immediate effect if the client does not pay an invoice within thirty days after the payment date, but in any event only by means of written notification to the client.
8. If an assignment ends, the client shall owe the professional fee for the work carried out by Axon Lawyers before the end of the assignment and for any work that Axon Lawyers must necessarily carry out in order to pass the matter on to the client or a third party.
9. If a client has any complaint about the services rendered by Axon Lawyers, he/she is invited to notify Axon Lawyers of this, after which such complaint shall be dealt with in accordance with the Complaints Procedure published on Axon Lawyers' website.

Liability

10. In the unlikely event that, despite the exercise of due care on the part of Axon Lawyers, an incident (including any failure to act) occurs for which Axon Lawyers, its partners or persons working at Axon Lawyers are liable, any and all liability will be limited to the amounts of cover provided by Axon Lawyers' professional liability insurance, plus the amount of the excess payable by Axon Lawyers under that insurance for such an incident. Axon Lawyers has coverage in accordance with the guidelines of the Netherlands Bar. If for any reason whatever Axon Lawyers cannot claim payment under this insurance, Axon Lawyers' liability will be limited to the amount in professional fees that Axon Lawyers has charged in the relevant matter. No liability will apply for indirect loss, including consequential loss, loss of profit, lost savings and business interruption losses. Any right to damages shall in any event lapse twelve (12) months after the event giving rise to the liability was discovered or could reasonably have been discovered, and in any event three (3) years after the relevant event.
11. Axon Lawyers takes appropriate technical and organisational measures to safeguard its information systems and the data stored therein. Axon Lawyers shall not be liable for any loss or damage resulting from cyber incidents, including but not limited to unauthorised access to, loss of or damage to data by third parties, provided that Axon Lawyers has observed the aforementioned appropriate measures. The client indemnifies Axon Lawyers against any third-party claims arising from a cyber incident, unless the incident is the direct result of wilful misconduct or gross negligence on the part of Axon Lawyers.

12. Axon Lawyers shall, as far as possible, consult the client before engaging third parties and shall in any event exercise due care in that regard. The client hereby authorises Axon Lawyers to accept any limitations of liability as well as other terms and conditions of third parties on the client's behalf.
13. The client indemnifies and Axon Lawyers against all third-party claims, including legal costs, arising in whatsoever manner from the activities carried out for the client, unless those claims result from gross negligence or wilful misconduct by Axon Lawyers.
14. Where Axon Lawyers has accepted an assignment jointly with another person, legal entity or firm, Axon Lawyers shall be liable solely for the fulfilment of those obligations which are specific obligations of Axon Lawyers. Article 7:407(2) of the Dutch Civil Code does not apply.
15. The client agrees that any and all claims arising out of or in connection with the assignment shall be brought exclusively against Axon Lawyers and not against any individual lawyer, employee or other person working at Axon Lawyers. The client hereby irrevocably waives any right to hold individual lawyers, employees or other persons working at Axon Lawyers personally liable for any loss or damage arising out of or in connection with the performance of the assignment.

Data processing and confidentiality

16. A contract for services with Axon Lawyers is subject to the professional duty of confidentiality of lawyers. Axon Lawyers shall treat as confidential the assignment and all matters relating thereto or coming to its attention in the course of the assignment. Axon Lawyers shall take reasonable steps to ensure that persons associated with Axon Lawyers do the same. Where third parties are engaged by Axon Lawyers in connection with the performance of a contract, Axon Lawyers is permitted to disclose such information to those third parties unless the client has indicated in advance that its consent is to be sought beforehand.
17. The second sentence of clause 14 above does not apply where disclosure is required by law or by a binding decision of a court or public authority or, as far as Axon Lawyers are concerned, insofar as disclosure is desirable with a view to the performance of the assignment. Axon Lawyers shall retain its files and all documents and other data carriers in its possession on the basis of the assignment for the period required by law. At the end of this period, Axon Lawyers may destroy documents without notifying the client.
18. Axon Lawyers is the data controller for the processing of personal data in providing its services. Axon Lawyers processes personal data in accordance with its Privacy Policy (<https://axonlawyers.com>).

19. Axon Lawyers and the client communicate with each other by electronic means, including by e-mail. Although Axon Lawyers takes reasonable measures to secure electronic communications, Axon Lawyers shall not be liable for any loss or damage arising from the use of electronic means of communication, including but not limited to loss or damage resulting from interception, manipulation, delay, non-delivery or corruption of electronic messages or attachments, or the transmission of viruses or other harmful software through electronic communications.

Use of Artificial Intelligence

20. In providing its services, Axon Lawyers employs practices recognised and recommended by the Netherlands Bar with respect to the use of artificial intelligence (hereinafter: "AI"). In doing so, Axon Lawyers acts in accordance with the applicable professional and ethical rules for lawyers, including the core values of the legal profession.
21. The use of AI applications within Axon Lawyers is at all times subject to the responsibility and supervision of a qualified lawyer. The lawyer shall at all times remain ultimately responsible for the quality, accuracy and completeness of the legal work delivered, irrespective of whether AI applications have been used in the process.
22. Axon Lawyers shall, upon request, inform clients of the manner in which AI is deployed in the handling of their matter. Clients may at any time request further information in this regard.
23. In the use of AI applications, the obligations regarding confidentiality and professional secrecy, as laid down in the Dutch Lawyers Act (Advocatenwet) and the Code of Conduct for the legal profession, shall be observed in full. Axon Lawyers exclusively uses secure AI applications that are specifically designed for use within the legal profession, whereby it is ensured that (i) third parties do not obtain access to the client's confidential information processed in these AI applications, and (ii) the client's confidential information is not used for the training of external AI models. By accepting these general terms and conditions, the client grants Axon Lawyers consent to process the client's confidential information in these AI applications, insofar as this is necessary for the performance of the assignment and in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR). Axon Lawyers shall take appropriate technical and organisational measures to safeguard the confidentiality of the data concerned.
24. Axon Lawyers ensures ongoing training and awareness among its staff regarding the capabilities and limitations of AI.
25. Axon Lawyers observes applicable laws and regulations regarding intellectual property and copyright in the use of AI applications.

- 26.** Axon Lawyers reserves the right to amend its policy regarding the use of AI in accordance with new laws and regulations, guidelines of the Netherlands Bar or technological developments. Clients shall be notified of any material amendments.

Miscellaneous

- 27.** These general terms and conditions are in both Dutch and English. The two versions have equal force.
- 28.** The relationship between the client and Axon Lawyers is governed exclusively by Dutch law. The competent courts of Amsterdam, the Netherlands, have exclusive jurisdiction over any dispute that may arise from an assignment, it being understood that Axon Lawyers is nevertheless authorised to bring an action against the client before any court which would have been competent to hear disputes between the client and Axon Lawyers in the absence of the above choice of forum.

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