

General terms and conditions Agorax

These are the general terms and conditions under which the private company Agorax B.V. (Agorax) provides its services. Agorax is registered in the trade register with number 94991111, holding office at Sophialaan 12, (1075BR) in Amsterdam and its aim is to practice law and provide legal services.

1. These general terms and conditions apply to all assignments to Agorax and to all additional and follow-up assignments. The applicability of the client's general terms and conditions is not accepted. Execution of assignments takes place exclusively for the benefit of the client. Third parties cannot derive any rights from Agorax's activities and their results.
2. The relationship between the client and Agorax is exclusively governed by Dutch law.
3. Agorax provides all services and other work on the basis of an assignment agreement concluded with Agorax, unless otherwise agreed in writing. Only Agorax acts as a contractor towards the client. Articles 7:404 and 7:407, paragraph 2, of the Dutch Civil Code remain inapplicable.
4. In the services provided by or on behalf of Agorax, Agorax is obliged to exercise the care that can reasonably be expected of it under the given circumstances. Agorax is not responsible for achieving the intended result. The Client provides all cooperation required for the proper execution of the assignment. The documents provided by or on behalf of Agorax in relation to the services will be kept for five years after termination of the service and will then be destroyed. If it concerns originals, the client will be offered to accept them. If the client does not wish to receive these, they will also be destroyed. Notwithstanding article 7:412 of the Dutch Civil Code, a legal claim against Agorax for the release of documents that it has received in connection with the assignment expires one year after the start of the day following that on which its activities ended.
5. If necessary for the proper execution of an assignment, Agorax is free to involve a third party not directly or indirectly affiliated with Agorax in the execution of the assignment. A failure by such a third party can only be attributed to Agorax if the client demonstrates that Agorax's choice of this person was not careful. Agorax is authorized to accept any limitations of liability from third parties on behalf of the client.
6. In principle, Agorax provides all information, advice, documents and invoices electronically and files are in principle only created digitally. Unless otherwise agreed, the client agrees to the provision of data electronically. Agorax does not guarantee the timely and correct receipt of the messages it sends, regardless of the method of transmission. Agorax is, except to the extent that liability cannot be limited under Dutch law, not liable for damage resulting from computer viruses and/or other irregularities in communication.
7. Pursuant to applicable regulations, Agorax is obliged, among other things, to determine the identity of the client, to check whether any unusual transactions have been carried out or intended and, where appropriate, to inform the relevant authorities thereof, without informing the client about this. The Client confirms that it is aware of and agrees with this and that it will provide all necessary information.
8. The Client owes Agorax a fee for the execution of the assignment, plus turnover tax and disbursements, such as third-party costs, court fees, bailiff costs, courier costs and translation costs. Unless otherwise agreed, the fee is calculated on the basis of the number of hours worked multiplied by the hourly rates to be determined by Agorax. The aforementioned fee and costs are, unless otherwise agreed, invoiced in Euros. The hourly rates charged by Agorax are indexed annually in January. The indexation measure will be provided upon request. If multiple clients exist, they are jointly and severally liable for payment in full. Payment of advances may be required for work to be carried out. Work performed can be declared in the meantime. Invoices must be paid within fourteen days without discount, settlement or right of suspension, by transferring the declared amount to the bank account stated on the invoice. All costs incurred by Agorax in connection with late payment by the client will be borne by the client. In the event of non-payment of the work carried out by or on behalf of Agorax for the client, all invoices become immediately due and Agorax is entitled to suspend the work without further notice of default until full payment of these invoices has been made, with the exclusion of any liability on the part of Agorax for damage that may arise as a result and the statutory commercial interest is due, in addition to 15% collection costs. In addition, the actual costs (costs of reminder, recovery and collection) will also be borne by the client.
9. The Client can no longer rely on a shortcoming in a performance by Agorax as referred to in article 4 if he has not objected/protected against the shortcoming within 60 days after he discovered or could reasonably have discovered the shortcoming. The right to compensation, any other right of the client in connection with a shortcoming, as well as a liability claim and the institution of legal claims, is subject to an expiry period of 1 year after (i) the grounds on which the client relies have come to his attention or (ii) the moment that the client could have reasonably been aware of such grounds.
10. Except to the extent that liability cannot be limited under Dutch law, Agorax's liability for damage suffered by the client as a result of an event or a series of related events for which Agorax is legally liable towards the client is limited to the extent that the client is only entitled to compensation:



a. if Agorax has any insurance coverage for that damage, a maximum of an amount equal to the insurance payment to be obtained by Agorax plus Agorax's deductible under that insurance. The sum insured under Agorax's professional liability insurance amounts to a maximum of EUR 2.500.000 per claim, with a maximum of EUR 5.000.000 per year. The sum insured under Agorax's cybercrime liability amounts to a maximum of EUR 500.000 per year.

b. if Agorax does not have any insurance coverage for that damage up to an amount equal to the fees charged by Agorax with a maximum of € 70,000.

11. The provisions of Article 10 also apply if the client claims compensation on the basis of a right adopted or acquired from another party.

12. If, despite article 2, Agorax is nevertheless liable to a third party for damage suffered by this third party in connection with a service provided by or on behalf of Agorax to the client, the client will indemnify Agorax against that damage in case Agorax's insurance does not cover this damage as well as in the case and to the extent that Agorax owes the third party more damages than it would have had to compensate the client if the client itself had claimed compensation from Agorax for the damage suffered by the third party. If both the client and a third party claim compensation from Agorax in connection with a service provided to the client by or on behalf of Agorax, the damage suffered by the client himself will not be eligible for compensation, insofar as the damage amount to be paid to the client has already been paid to the client itself or after increase by the amount of damage due to the third party, exceeds the limits stated in Article 10. The Client indemnifies Agorax and any person who is or was associated with Agorax in the past against all other (alleged) claims and (alleged) claims from third parties and related costs, including the costs of conducting a defense, arising from or related to the work performed by Agorax or the aforementioned persons for the client at any time, unless such a claim or claim is the result of intent or gross negligence on the part of Agorax or the aforementioned person.

13. Both the client and Agorax may terminate this assignment agreement at any time. This termination will never in itself lead to any (compensation) obligation, except for the obligation to pay outstanding fees, work in progress and costs. The provisions of these terms and conditions, which by their nature are intended to continue to apply after the agreement between the parties, such as in any case art. 5 to 8, remain in full force.

14. Agorax will not receive third-party funds and does not use a third-party fund foundation.

15. These general terms and conditions can also be relied on by natural and legal persons who are or have been directly or indirectly associated with Agorax or who are or have been involved in any way in the provision of services by or on behalf of Agorax. Everything stipulated in these general terms and conditions for the benefit of Agorax applies as an irrevocable and

free third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.

16. Agorax's complaints procedure, as published on the Agorax website (www.agorax.com), applies to Agorax's services. This complaints procedure will be made available upon request.

17. In the event of a (partial) dissolution, (partial) destruction or change of the assignment, these general terms and conditions remain in full force.

18. The judge in the Amsterdam district has exclusive jurisdiction in relation to all disputes between the client and Agorax.

19. If these general terms and conditions are also published in a language other than Dutch, the general terms and conditions stated in Dutch shall prevail over the general terms and conditions stated in another language.

