

GENERAL TERMS AND CONDITIONS LAWFOX

Version 1.3 – 03 October 2017

These general terms and conditions are an English translation of the original Dutch “Algemene Voorwaarden”. In the event of any inconsistencies between the English and the Dutch version, the Dutch “Algemene Voorwaarden” will prevail.

Chapter 1. General provisions

Article 1 Definitions

1.1 In these General Terms and Conditions, the following terms, indicated with a capital and whether in the single or plural, will have the following meaning:

- a. Additional Work work or other performances performed outside of the content and/or scope of the Assignment and / or changes to the Assignment;
- b. Agreement the agreement to perform the Assignment;
- c. Assignment the work agreed by Parties such as mentioned in the Quotation;
- d. Client the party that entered into the agreement with LAWFOX;
- e. Code of Conduct the Dutch code of conduct for attorneys (1992), the attorney’s oath and/or other fundamental values and standards that LAWFOX should observe for its services;
- f. Dutch Civil Code the Dutch Civil Code, in Dutch: “Burgerlijk Wetboek” or “BW”;
- g. General Terms and Conditions these general terms and conditions, also available at:
<https://www.lawfox.nl/algemenevoorwaarden.pdf>;
- a. LAWFOX the private company with limited liability LAWFOX Advocatuur B.V., based in Tilburg and registered in the trade register of the (Dutch) Chamber of Commerce (in Dutch: Kamer van Koophandel) under number 59609532;
- b. Parties LAWFOX and Client;
- c. Privacy Policy the privacy policy of LAWFOX, available (in Dutch) at <https://www.lawfox.nl/privacy-beleid/>;
- d. Quotation the Quotation sent by LAWFOX to Client or the offer made by LAWFOX, which includes the scope of the Assignment and the fee that is due therefor.

Article 2 Quotations

2.1 A Quotation is free of obligation and obliges the Client to nothing.

2.2 A Quotation is valid for 30 calendar days after the date of sending the Quotation to Client by LAWFOX.

Article 3 Acceptance of the Assignment

3.1 The Agreement will be concluded as soon as the Assignment has been accepted. The Assignment is deemed to have been accepted as soon as the Client agrees to the Quotation, or if LAWFOX may reasonably consider a Client's behavior as (impression of) (argued) consent.

3.2 Only the description of the Assignment specified in the Quotation binds LAWFOX. LAWFOX is not bound by a deviation from the description of the Assignment in any reply from the Client, even if this reply differs only in subordinate points from the Quotation.

- 3.3 If LAWFOX performs Additional Work upon request or – if reasonably possible – with the prior consent of Client, Client will reimburse this Additional Work according to the usual rates of LAWFOX. LAWFOX is not required to comply with a request from Client to perform Additional Work and LAWFOX may require that a separate agreement shall be concluded for that purpose. Client accepts that Additional Work may influence the execution of the Assignment, the responsibilities of Parties, any pre-agreed fixed price(s) and/or terms.
- 3.4 The articles 7:404 and 7:407 (2) of the Dutch Civil Code shall not apply to Assignments.

Article 4 Performance of the Agreement

- 4.1 LAWFOX will perform the Assignment for the benefit of Client.
- 4.2 LAWFOX is not obliged to follow the instructions of Client on the performance of the work, if this can lead to acts contrary to the Code of Conduct.
- 4.3 Client acknowledges that the success of the Assignment is co-dependent on proper and timely cooperation with LAWFOX. Client will therefore give all the co-operation to enable timely and correct performance of the Agreement by LAWFOX. In particular, Client shall ensure that all data, information and/or cooperation of which LAWFOX indicates that they are necessary or desirable, or of which Client should reasonably understand that they are necessary for the performance of the Agreement, shall be provided rightly and in due time to LAWFOX.
- 4.4 Client will transmit relevant changes to its data, such as change of address and billing information, as soon as possible to LAWFOX and at least at LAWFOX's first request.
- 4.5 Client guarantees that third party rights do not oppose to the provision of materials to LAWFOX, such as rights to videos, text, music, software, personal data, logos, data files, design material and such.
- 4.6 Client indemnifies LAWFOX from all claims, procedures, losses and / or direct and / or indirect damage suffered by third parties based on, or arising out of, or in any way related to, the Assignment, unless this is the result of gross negligence or intent by LAWFOX and / or its management staff.

Article 5 Fees and payment terms

- 5.1 LAWFOX will send an electronic invoice to Client regarding the fees due by Client, which Client will pay. Compensations may consist of (i) the fees for the work performed by LAWFOX and (ii) expenses (such as court fees, costs for bailiffs, travel and accommodation expenses) and other direct expenses charged to Client at cost.
- 5.2 Any costs incurred by involved third parties are at the expense of Client.
- 5.3 Client agrees with electronic invoicing.
- 5.4 LAWFOX is allowed to bill in advance.
- 5.5 All amounts mentioned by LAWFOX are exclusive of VAT and in euro's.
- 5.6 LAWFOX handles a payment period of 14 (fourteen) calendar days. Client is obliged to pay the fees within the agreed payment period. The end of this payment period is a fatal deadline.
- 5.7 In the case Client does not pay within the payment period, Client is obliged to pay the legal interest rate for the outstanding amount on the base of article 6:119a Dutch Civil Code. This is owed from the first day after expiration of the payment period, without requiring a notice of default. Client is also held to pay full compensation for all extrajudicial and judicial (collection) costs, including but not limited to costs for attorneys, bailiffs and debt collection agencies. LAWFOX is entitled to charge 15% of the outstanding amount to Client, with a minimum of EUR 40, -, without prejudice to LAWFOX's right to charge the actual costs to Client if these actual costs exceed 15% of the outstanding amount.
- 5.8 Client is not entitled to settle or suspend any payment or due amount, for any reason whatsoever.

- 5.9 LAWFOX is entitled to revise its rates at the beginning of each calendar year. If LAWFOX decide to do this, it will notify Client about this before entering the new calendar year and/or at the next Quotation.
- 5.10 The data as available at LAWFOX provides full proof of payment due and how execution is given to the Agreement, unless Client provides rebuttal.

Article 6 Confidentiality and secrecy

- 6.1 LAWFOX is obliged to confidentiality on the basis of the Code of Conduct, on the basis of which it is necessary to disclose particulars of matters dealt with by LAWFOX, the Client (and other clients) and the nature and extent of the interests of Client.
- 6.2 If, in LAWFOX's opinion, proper performance of the Agreement requires the use of its acquired knowledge, LAWFOX is free to do so according to the Code of Conduct, in so far as the Client does not object to it and in so far as it is in accordance with proper professional practice by LAWFOX.
- 6.3 If LAWFOX has promised confidentiality to another party or if this confidentiality derives from the nature of its relationship with a third party, LAWFOX will also observe this confidentiality against Client.
- 6.4 Client shall treat information confidentially when LAWFOX has appointed this information as confidential or when Client knows or reasonably suspects that the information was intended to be confidential. Client shall in any event treat the contents of the Quotation(s) as confidential
- 6.5 Each party shall require its employees and staff to abide the same confidentiality obligation.
- 6.6 The confidentiality obligation continues after the termination of the Agreement.
- 6.7 Parties:
- a. will consult each other before they will express any press release or other publication or advertisement regarding the Agreement;
 - b. will not express press release, publication or advertisement without the prior consent of the other Party, which consent will not be withheld or delayed for unreasonable reasons;
 - c. may, without the prior consent of the other Party, make a public or non-public statement if this is required by law or by a court order.

Article 7 Intellectual Property Rights

- 7.1 All intellectual property rights on all materials developed or made available by LAWFOX regarding the Agreement, belong to LAWFOX and/or its licensors. To these materials belong in any event – but not limited to – all procedural documents, advice, agreements, analyzes, designs, documentation, reports, Quotations, legal documents and preparatory materials as well as provided software(-services) and the results thereof.
- 7.2 Client obtains the usage rights and powers arising from the Agreement, which will always be non-exclusive, non-transferable and non-sublicensable. Client may use the materials solely in, and on behalf of, its own company or organization and for the intended use only.
- 7.3 Client authorizes LAWFOX to use Clients trade name(s), trademark(s) and logo(s) in the context of promotional activities, including listing on LAWFOX's website.

Article 8 Privacy

- 8.1 LAWFOX will not process personal data other than for the performance of the Agreement and/or as mentioned in its Privacy Policy.
- 8.2 The responsibility for the personal information provided by Client to LAWFOX is exclusively with Client. If required, Client will conclude a data processing agreement with LAWFOX.
- 8.3 If LAWFOX will be required to take security measures under the law, this security measures will comply with a level that is not unreasonable considering the state of the art, sensitivity of the data, and the security related costs.

Article 9 Liability

- 9.1 The liability of LAWFOX for damages resulting from an attributable failure in the performance of the Agreement, from any unlawful act or otherwise, is excluded, unless otherwise provided in this article.
- 9.2 LAWFOX's liability for damages resulting from an attributable failure in the performance of the Agreement, from any unlawful act or otherwise, is per event (a series of successive events is seen as one event) limited to the amount that in the relevant case under the professional liability insurance of LAWFOX is paid out, plus the amount of the personal risk that is not borne by the insurer under the terms and conditions of this professional liability insurance. LAWFOX has a minimum insurance coverage of EUR 500,000.00 per claim and up to twice this amount per insurance year. LAWFOX's own risk in this is EUR 1,500.00 per claim. The corporate liability is insured up to EUR 2,500,000.00 per claim up to twice this amount per insurance year. LAWFOX's own risk in this is EUR 500.00 per claim in case of damage to property, and EUR 1,000.00 per claim in case of personal injury. Upon request, LAWFOX may send a copy of the insurance policy to Client.
- 9.3 If, for any reason, no payout under the above-mentioned insurance may take place, the said amount shall be limited to the amount of the fees paid and received by the Client over the month prior to the event causing damage. LAWFOX's liability is limited to compensation for direct damage, with a maximum of EUR 50,000.00.
- 9.4 Liability for indirect damage, including consequential loss, loss of profits, loss of savings and damage caused by company stagnation, is excluded.
- 9.5 Without prejudice to the above, LAWFOX excludes any liability for third party failures, including but not limited to third parties involved by LAWFOX.
- 9.6 The exclusions and limitations referred to in this article shall expire if, and to the extent, that the damage is the result of intent or gross negligence by LAWFOX or its management.
- 9.7 Unless performance of the Agreement by LAWFOX is permanently impossible, LAWFOX's liability for attributable failures in the performance of the Agreement will be incurred only if Client immediately send LAWFOX a notice of default, setting a reasonable term for the recovery of the failure, and LAWFOX also after that term is attributable failing to fulfill its obligations. The notice of default must contain a complete and detailed description of the failures so that LAWFOX is given the opportunity to respond adequately.
- 9.8 Any claim for damages by Client that is not specified and explicitly reported by Client shall expire within a period of twelve (12) months after the claim has arisen. This does not affect the Client's complaint obligation.

Article 10 Termination

- 10.1 LAWFOX is entitled to terminate the Agreement without requiring any notice or notice of default if:
- a. information becomes available during the performance of the Agreement which makes (further) performance by LAWFOX under the Agreement unacceptable;
 - b. Client does not, in full or in time, meet its obligations under the Agreement.
- 10.2 If, at the time of dissolution, Client has already received performance of the Agreement, these performance(s) and the related payment obligation will not be subject to cancellation.
- 10.3 LAWFOX will never be held to refund any money received, or be liable for any compensation regarding cancellation, dissolution or other termination of the Agreement. Amounts invoiced by LAWFOX before cancellation remain unaffected and will be due immediately upon cancellation.
- 10.4 In the event of cancellation, dissolution, or termination in any way, LAWFOX is not obliged to provide to Client any materials or (draft) advices.

Article 11 Applicable law and dispute settlement

- 11.1 Dutch law applies to these General Terms and Conditions, the Agreement, the Assignment and the Quotation as well as all (legal) acts between Parties.
- 11.2 LAWFOX has a complaint system available at www.lawfox.nl/klantinformatie. Any dispute that may arise between Parties and can not be resolved through the complaints system may be submitted by any Party to mediation. If this mediation does not lead to a determination within sixty calendar days, the dispute can be submitted to the competent court of Zeeland-West-Brabant in Breda. This does not affect the right of either Party to obtain a provisional provision through the competent court of Zeeland-West-Brabant in Breda.

Article 12 Applicability

- 12.1 These General Terms and Conditions apply to the Agreement, Assignment, Quotation and the performance of work by LAWFOX and the performance of other (legal) actions between Parties.
- 12.2 Deviations from these General Terms and Conditions are valid only if they have been accepted in writing (including by email) and expressly by LAWFOX.
- 12.3 Applicability of any terms, including the terms and conditions of purchase, of Client is hereby explicitly rejected.
- 12.4 LAWFOX is entitled to modify or supplement these General Terms and Conditions.
- 12.5 If a provision of the Agreement and/or the General Terms and Conditions is void or is voided, the other provisions will remain fully in effect. In such case, Parties will consult with one another to agree new provisions to replace the void or voided ones, in which the purpose and meaning of the void or voided provisions will be taken into account as far as possible.
- 12.6 The articles in these General Terms and Conditions are also intended for the manager(s) of LAWFOX and anyone who is or was employed by LAWFOX, whether or not with a labor contract.

Chapter 2. LAWFOX.shop

The provisions in this Chapter 2 'LAWFOX.shop' are, in addition to or instead of the "General provisions" contained in Chapter 1 of these General Terms and Conditions, applicable if User (as defined below) uses the products and Services that are offered on the LAWFOX.shop website. In case of contradiction, the provisions of Chapter 2 prevail over that of Chapter 1.

13. Definitions

- 13.1. In this chapter, the following terms, indicated with a capital and whether in the single or plural, will have the following meaning:
- a. Additional Services work or other performances performed outside of the purport and/or scope of the activities under the License Agreement and/or modifications thereof, including a manual check and customization of the results of the Service;
 - b. Legal Documents legal documents that are focused on the User based on answering questions included in a questionnaire;
 - c. License Agreement the license agreement to use the Service;
 - d. Service the services provided by LAWFOX to User through the Shopwebsite, including but not limited to generating Legal Documents;
 - e. Shopwebsite <https://www.lawfox.shop>;
 - f. User the party that enters into the License Agreement with LAWFOX.

14. Applicability of the License Agreement

- 14.1. The License Agreement applies to use of the Shopwebsite and the Service by User.
- 14.2. The Articles 4, 5.2-5.5, 5.7-5.8, 5.9, 7-12 of the General provisions of these General Terms and Conditions apply by analogy to the Service, the Legal Documents, the User, the License Agreement and the Shopwebsite.
- 14.3. The License Agreement does not qualify as an agreement of assignment. Article 7:400-7:413 of the Dutch Civil Code shall not apply.

15. Performance of the License Agreement

- 15.1. The License Agreement is established when User uses the Service and/or the Shopwebsite.
- 15.2. Only the Service description as indicated at the Service is binding on LAWFOX.
- 15.3. The User can use the Service by answering the questions displayed at the Service and by going through the questionnaire.
- 15.4. LAWFOX recommends the User to read the explanatory notes at the Services, and if necessary to seek for (legal) advice.
- 15.5. The Legal Documents are depending on, and are filled in with, the answers of the questionnaire.
- 15.6. All Legal Documents are written in accordance with Dutch law and are not intended for other usage.
- 15.7. The Legal Documents may not be fully focused on the specific situation of the User. User is responsible for its own answers and choices for checking the suitability of the Legal Documents for its situation. User may use Additional Services.
- 15.8. User is responsible and liable for all acts performed by or based on the Services. Entering into rights and obligations based on the Legal Documents, information from the Services, and any other information that may be obtained through the Shopwebsite in any way is at the User's own risk and account.

- 15.9. User is entitled to make make modifications to the Legal Documents, subject to the other provisions of these General Terms and Conditions. Any modifications made by User, in any form, is at the User's own risk and account.
- 15.10. In order to be able to use the Services, User must provide its company details and make a payment as described at the Service.

16. Fees and payment terms

- 16.1. The prices for the Services are listed on the Shopwebsite. The listed prices are exclusive of VAT and other government levies.
- 16.2. Payment is made in the way and within the period indicated on the Shopwebsite and/or during the ordering process of the concerned Service.
- 16.3. If User uses third-party services (such as payment service providers) in payment for the Services, the terms of these third parties may apply. LAWFOX is not liable for using those services.
- 16.4. LAWFOX is always entitled to adjust prices for the Services.

17. Additional Services

- 17.1. User has the possibility to send to LAWFOX a request for Additional Services.
- 17.2. LAWFOX is not obliged to comply with the request of the User to perform Additional Services and may require that a separate Agreement must be concluded for that purpose. LAWFOX can refuse a request, more specifically if performing the Additional Services could lead to acting in contravention with the Code of Conduct.
- 17.3. If LAWFOX performs Additional Services on request or with User's prior consent, User shall reimburse these Additional Services at the usual rates of LAWFOX.

18. Restrictions on the use of the Services

- 18.1. Use of the Services for direct or indirect competing purposes, including but not limited to the distribution, exploitation and/or reproduction of the Legal Documents to third parties, whether in return for payment or free of charge, is not permitted without the explicit prior consent of LAWFOX.
- 18.2. User acknowledges that use of the Service in contravention with the provisions of Article 18.1 not only constitutes an infringement of the agreement, but also constitutes an infringement on the copyrights of LAWFOX.
- 18.3. In case of violation of Article 18.1 User shall forfeit an immediately due and payable fine of EUR 25.000,- ex VAT per violation and EUR 5.000,- ex VAT for every day the violation of this article lasts, without prejudice to the right of LAWFOX to full compensation and any other rights and remedies available under the agreement or at law.
- 18.4. LAWFOX will endeavor to make the Shopwebsite and Services uninterrupted available for you. However, the Shopwebsite and Services may not be available, for example due to (scheduled or unscheduled) maintenance. LAWFOX is not liable for non-availability of the Shopwebsite and/or Services.
- 18.5. LAWFOX is entitled to restrict, suspend or terminate the use of the Shopwebsite and/or Services, without prejudice to any other rights available under the agreement or at law.

19. Guarantees and indemnifications

- 19.1. LAWFOX does not give User any guarantees, commitments or indemnifications in any form whatsoever regarding the quality, safety, legality, integrity, suitability and correctness of the Services and/or Legal Documents.
- 19.2. User guarantees that the information he enters or provides when using the Service is complete, up to date and accurate.

- 19.3. User guarantees that he acts at all times in accordance with these General Terms and Conditions.
- 19.4. User indemnifies LAWFOX from all third party claims relating to or arising out of use of the Services.

20. Complaints and disputes

- 20.1. In cases of complaint, you can email the complaint to info@lawfox.nl. LAWFOX will endeavor to seek with you for a reasonable solution to your complaint.
