



ADVOCATEN

GENERAL TERMS AND CONDITIONS ACTIO ADVOCATEN

Definitions

In these General Terms and Conditions the following terms have the following meanings:

- a. Actio: Actio Hoogveen B.V. and the individual lawyers, trustees, administrators and employees of its office.
- b. Client: Actio's contracting party.
- c. The agreement: the assignment agreement between the client and Actio.
- d. Fee: the financial compensation (proportional to time or otherwise) - excluding disbursements and VAT as referred to below - that Actio has agreed with the client for the performance of the contract for services, or which applies to the relevant work.
- e. Disbursements: the costs that Actio incurs in the interest of the performance of the assignment agreement.

Article 1: Applicability

1. These General Terms and Conditions apply to all agreements between Actio and the client, unless agreed otherwise in writing prior to the conclusion of the agreement.
2. Actio is authorized to change these General Terms and Conditions. The amended General Terms and Conditions apply to new agreements and to current agreements.

Article 2: Agreement

1. All agreements are deemed to have been given to and accepted by Actio only, even if it is the express or tacit intention that an assignment will be carried out by a specific person. The applicability of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is excluded.
2. The agreement also includes the power to perform legal acts on behalf of and for the account of the client, within the framework of the assignment.
3. Actio is entitled to engage third parties for the execution of the agreement, at the expense and risk of the client.
4. Actio will observe the care of a good contractor as much as possible when carrying out the work under the agreement. However, Actio cannot guarantee that the intended result will be achieved.

Article 3: Provision of information

1. The Client is obliged to provide Actio with all data, documents and other

information carriers that, in the opinion of Actio, are required for the performance of the agreement, in a timely manner, in the form and manner desired by Actio. The Client guarantees and is liable for the correctness, completeness and reliability of the information provided to Actio by or on its behalf. No liability is accepted by Actio in this regard.

2. If the information referred to in paragraph 1 of this article is not provided to Actio or is not provided in a timely manner by and / or on behalf of the client, Actio is entitled to terminate the agreement by means of a written notification to the client.
3. The provisions of the last sentence of paragraph 2 of this article also apply if the information provided by and / or on behalf of the client proves to be incorrect, incomplete or not reliable.

Article 4: Electronic means of communication

1. When communication between client and Actio takes place by means of electronic means, such as e-mail and other forms of data traffic, both parties ensure standard virus protection.
2. Actio is not liable vis-à-vis the client and / or third parties for any damage resulting from the (unexpected) transmission of viruses and / or other irregularities in electronic communication, as well as for incomplete, incomplete, timely or damaged receipt, or sent messages.
3. The Client gives Actio the right to communicate with him / her by e-mail and is aware that the confidentiality of information sent or received by e-mail is not guaranteed. Actio points out that the use of standard, unencrypted, data traffic such as e-mail and Whatsapp has security risks and Actio cannot guarantee its security.

Article 5: Fee, costs and invoices

1. For the execution of the agreement, the client will owe a fee, plus disbursements, costs of engaged third parties, and turnover tax, unless agreed otherwise in writing.
2. The hourly rate (excluding VAT) determined by Actio applies as a fee. Actio is entitled to change the agreed rate during the term of the agreement.
3. Actio does not perform any work on the basis of the legal system of funded legal assistance (so-called conditional or definitive addition). The conclusion of the agreement with Actio means that the client does not wish to claim and therefore waives any existing or existing entitlement to funded legal assistance.
4. Unless agreed otherwise in writing, Actio is entitled to invoice the client monthly. Payment must be made within a period of fourteen days after the invoice date, without

any discount, deduction or setoff. If this term is exceeded, the client will be in default by operation of law and default interest, equal to the applicable commercial interest, will be due.

5. If payment of the invoice is not paid in full within the specified period, Actio is entitled to immediately suspend its activities without further notice. This concerns both the work to which the unpaid invoice relates, as well as other assignments from the client. Suspension of work does not affect the client's obligation to pay for work performed and disbursements made afterwards. Actio is entitled to retain all client documents until full payment of all invoices has been made. Actio does not accept any liability for any damage to the client and / or third parties as a result of the suspension of its activities.
6. If Actio takes recovery measures against the client who is in default, the costs associated with the recovery will also be charged to the client.
7. If the client wishes to prematurely terminate the agreement concluded with Actio for whatever reason, Actio is entitled to make an immediate declaration to the client in respect of the fee that has not yet been reimbursed and the other costs that have not yet been reimbursed (of legal assistance), forward. The Client will ensure that the relevant invoice is then immediately paid to Actio.

Article 6: Retention period

1. The file created with the execution of the agreement will be kept by Actio for a period of five years. This with the starting date counted as the date on which Actio performed the last (substantive) activities in the case.
2. After the period referred to in sub 1 of this article has expired, Actio will destroy the file.
3. If the client so requests, the file will be returned to the client by Actio. A request for return must be received by Actio before the expiry of the period referred to in paragraph 1.

Article 7: Liability

1. Actio excludes any liability for damage to the client and / or third parties, except in the event of intent and / or gross negligence on the part of Actio.
2. Should Actio be liable for any damage in spite of paragraph 1, this liability is limited to the (maximum) amount paid out by Actio's professional liability insurance.
3. If, for whatever reason, no payment is made under the insurance referred to in paragraph 2, liability is limited to the amount that Actio has charged to the client in respect of the agreement in question or

that can still be charged at the most. brought.

4. Actio is not liable for any shortcomings of third parties engaged by it.

5. Actio is authorized by the client to accept any limitations of liability of third parties on behalf of the client.

6. Irrespective of the provisions elsewhere in these General Terms and Conditions, any liability of Actio lapses if the client could not reasonably have become aware of the incident leading to the liability within a period of three months, after the client has become known, Actio has held liable for this.

Article 8: Applicable law and disputes

1. Only Dutch law applies to the legal relationship between Actio and client.

2. The District Court of the Northern Netherlands, location Assen, has exclusive jurisdiction to hear disputes between Actio and the client.

PRIVACY STATEMENT

Responsibility for your data

Actio receives personal data when executing the agreement. This is all data that is known to belong to a natural person, or that can be traced back to a natural person, such as name, address, date of birth, etc. Actio is responsible for the processing of personal data.

By entering into the agreement, you expressly give Actio permission to process your personal data, also outside the Actio organization.

Actio handles your data with care. We have taken technical and organizational measures to protect your data against loss or unlawful processing. This includes measures to keep our IT systems safe, but also security of areas where data is stored.

We process data such as your name, address, place of residence, e-mail address, telephone number, bank account number, citizen service number, proof of ID. We also request data from external sources, such as the Trade Register and the Land Registry.

We use your data to compile a file, to provide you with legal advice, to conduct legal proceedings for you, to inform you about our services and to make offers, to share with business partners such as bailiffs and the Judiciary, to conduct financial administration and comply with laws and regulations.

Actio is bound by a legal duty of confidentiality. Actio does not provide personal data to third parties, unless this is necessary for the execution of the agreement. An example of the latter is the

sharing of your address details with the bailiff who must represent an exploit.

You have the right to ask us which personal data we process about you and to have incorrect data adjusted or removed.

You can unsubscribe from newsletters or personal offers. In these messages we mention an unsubscribe option.

Actio can amend this privacy statement. For example with new developments in law or jurisdiction.

If you have any questions about this privacy statement or how we handle your personal data, you can email us at info@actio.nl