LEGAL

General Terms and Conditions

Terms for business legal services provided by Axi Legal B.V. This version applies to engagements for which it has been declared applicable when the agreement is entered into.

Version 1.6 · 1 October 2026 · Axi Legal B.V. · Baarn, the Netherlands

> **Translation.** This English text is a translation of the Dutch General Terms and Conditions version 1.6 dated 1 October 2026. In the event of any discrepancy, the Dutch text prevails.
>
> **Important provisions.** Article 3a identifies the contracting party and addresses the position of Associated Persons. Article 17 contains limitations of liability, Article 17a contains indemnities and Article 18 contains complaint and contractual time-bar provisions.

PART I — THE ENGAGEMENT

Article 1 — Definitions

In these General Terms and Conditions, the following terms have the meanings set out below.

Agreement — Any agreement between Axi Legal and the Client to which these General Terms and Conditions apply.

Associated Persons — The former, current and future natural persons and legal entities associated with Axi Legal, including direct and indirect shareholders, group, holding, operating, pension and other related entities, directors, legal professionals handling a matter, employees, advisers, interns, temporary workers and freelancers working within or for the organisation of Axi Legal. This does not include independent external service providers engaged as external third parties within the meaning of Article 9 or contracted directly by the Client.

Axi Legal — Axi Legal B.V., having its statutory seat in Baarn, with offices at Amalialaan 126a, 3743 KJ Baarn, the Netherlands, registered with the Dutch Chamber of Commerce under number 42132954.

Business Day — Monday through Friday, excluding generally recognised public holidays in the Netherlands.

Client — Any natural person or legal entity acting in the course of a profession or business that enters into, or wishes to enter into, an Agreement with Axi Legal.

Contract Documents — Contract texts, clauses, models and annexes drafted or revised for the Client. Separate proposed clause wording included in a review report also qualifies as Contract Documents. The remainder of the review report, an advice and a Review Statement do not in themselves qualify as Contract Documents.

Deliverable — Any agreement, memorandum, analysis, template, workflow, automation, presentation, report, advice or other result supplied by Axi Legal to the Client under the Agreement.

General Terms and Conditions — These general terms and conditions, including the product-specific annexes that apply to the relevant Services in accordance with Article 2(9).

In Writing — By letter, email or another durable electronic means of communication whose content can be consulted afterwards.

Parties — Axi Legal and the Client jointly.

Review Statement — A separately agreed statement or memorandum signed on behalf of Axi Legal containing a professional conclusion on specifically identified documents, together with the stated scope, assumptions and limitations.

Services — All work performed or to be performed by Axi Legal, including legal advice, contract reviews, contract negotiations, legal operations, legal automation, AI-related services and other agreed legal services.

Statement of Work (SOW) — A document agreed by the Parties setting out the specific work, planning, Deliverables, fees and other project-specific arrangements.

Article 2 — Applicability

1. These General Terms and Conditions apply to every quotation, engagement and Agreement for which Axi Legal has declared them applicable before or when the Agreement is entered into. The applicable version is made available in accordance with Article 3(7).
2. Axi Legal provides its services exclusively to Clients that obtain the relevant engagement in the course of a profession or business. Requests for private purposes are not accepted.
3. The applicability of general terms and conditions of the Client or any third party is expressly excluded unless Axi Legal has accepted them In Writing.
4. Deviations from these General Terms and Conditions are valid only if agreed In Writing, subject to Article 4.
5. If a provision is invalid or unenforceable, Article 25 applies.
6. An additional or follow-on engagement is subject to the version of the General Terms and Conditions declared applicable to that engagement. Unless otherwise agreed In Writing, an extension of an existing engagement remains subject to the version agreed for that engagement.
7. The Client represents that it obtains the Services in the course of its profession or business. For a service offered directly online, the Client confirms this before payment. Axi Legal may request additional business or authority details through other request channels or where there is reasonable cause to do so. The absence of a business registration number or VAT identification number does not in itself prevent a request.
8. The Client's actual legal capacity is decisive. A registration or statement does not exclude mandatory statutory protection. If, despite the acceptance process, a client legally qualifies as a consumer, its mandatory consumer rights remain unaffected.
9. For Services obtained directly online, the product-specific annex to these General Terms and Conditions relating to those Services forms part of the Agreement, provided that the annex is made available together with these General Terms and Conditions before or when the Agreement is entered into. By accepting these General Terms and Conditions, the Client also accepts the applicable product-specific annex; no separate act of acceptance is required.

Article 3 — Formation of the Agreement

1. A quotation or offer from Axi Legal is non-binding unless expressly stated otherwise.
2. An Agreement is formed when:
    a. Axi Legal has received the timely and unamended Written acceptance of a quotation, subject to Article 3(1) and the reservations expressly included in the quotation;
    b. the Parties have accepted a Statement of Work or other engagement confirmation In Writing;
    c. for a service offered directly online, before payment the Client has been able to review the displayed service, product scope, price, timing, payment method and applicable terms, has accepted the applicable General Terms and Conditions and payment has been successfully completed;
    d. Axi Legal has accepted In Writing an engagement given by email or otherwise In Writing; or
    e. Axi Legal has, at the Client's express request, actually commenced the agreed work.
3. Submitting a contact form or uploading documents does not in itself constitute an engagement. For the online route under paragraph 2(c), the automatic electronic order or payment confirmation is evidence of the Agreement already having been formed and is not a separate acceptance act by Axi Legal. The content of that confirmation does not limit the service, scope, price, timing and terms agreed before payment.

4. For a service offered directly online, the product scope, price, delivery time and payment method displayed and agreed before payment form part of the Agreement. A target time and an expressly promised binding deadline are distinguished in accordance with Article 6.
5. If, after formation of an online Agreement, a manual scope check shows that the submitted document or engagement does not meet the product scope displayed before payment, including because the page count falls outside the displayed and paid price tier, the document type, language or governing law falls outside the displayed product scope, or another express scope condition is not met, Axi Legal may suspend performance and propose an adjusted scope and/or price. If no Written agreement is reached, Axi Legal may terminate the relevant online Agreement. In that event Axi Legal will refund in full the fee already received for that service and will thereafter have no obligation to perform that service or make any further payment, except to the extent mandatory law provides otherwise.
6. An amendment to an offer by the Client, an additional engagement or a deviation from the terms forms part of the Agreement only after Axi Legal has accepted it In Writing. Obvious clerical or calculation errors and other obvious mistakes in quotations, price indications, website information or other documents do not bind Axi Legal.
7. Axi Legal provides the applicable General Terms and Conditions, including the product-specific annex applicable under Article 2(9), and any other supplementary terms before or when the Agreement is entered into, on paper or electronically in a manner that allows the Client to save and consult them later. The applicable version is identified in the online order or in the Written engagement correspondence. Merely publishing terms later does not make them applicable retroactively.
8. The Client warrants that the person entering into the Agreement on its behalf is authorised to do so. The Parties may use an electronic signature or another verifiable form of Written acceptance.
9. Axi Legal reserves the right, even after formation of the Agreement, not to commence performance, to suspend performance or to terminate the Agreement in whole or in part if a client or matter acceptance check, a conflict of interest, applicable sanctions or other legislation, an integrity risk or another compelling circumstance shows that performance is not permitted or cannot reasonably be required of Axi Legal, or if the Client does not provide information requested for a necessary check or does not provide it in time. If Axi Legal terminates the Agreement under this paragraph after the Client has paid a fee in advance, Axi Legal will refund the part of the fee relating to work not performed. Work already performed and unavoidable external costs incurred before the ground for termination became known may be taken into account in the settlement, to the extent permitted by law. No refund will be made to the extent applicable law or sanctions legislation prohibits it.

Article 3a — Contracting Party and protection of Associated Persons

1. All engagements are accepted exclusively by Axi Legal B.V. as the sole contractor. This also applies where an engagement is given with a view to performance by a particular person. The application of Articles 7:404 and 7:407(2) of the Dutch Civil Code (Burgerlijk Wetboek, BW) is excluded. An expressly agreed obligation of Axi Legal to deploy a particular person remains unaffected.
2. Identifying a matter handler, that person's qualifications or that person's signature on behalf of Axi Legal does not in itself create a separate engagement, personal guarantee or contractual obligation between that person and the Client.
3. Subject to the exceptions in Article 17(7), the Client shall direct claims arising from or relating to the Services exclusively against Axi Legal B.V. and not against Associated Persons. Liability of Associated Persons towards the Client in respect of those Services is excluded regardless of the legal basis, including tort.
4. All provisions in these General Terms and Conditions are also stipulated for the benefit of Associated Persons and their successors by universal title to the extent they are capable by their nature of operating for their benefit. If an Associated Person or such successor can nevertheless be held liable, that person may

invoke against the Client the same limitations of liability, restrictions on use, time bars and other defences as Axi Legal.

5. Any applicable liability cap applies jointly to Axi Legal and the Associated Persons and not separately per person against whom a claim is made. The same loss will not be compensated more than once.
6. The provisions that provide Associated Persons and their successors by universal title with protection or a defence constitute irrevocable third-party beneficiary clauses granted free of charge within the meaning of Article 6:253 BW. Each Associated Person and each successor by universal title may independently accept the clause made for that person's benefit by a statement to Axi Legal or the Client and may thereafter invoke it. This does not affect the statutory rules on acceptance of a third-party beneficiary clause.
7. This Article does not affect Axi Legal's duty of care, the exceptions in Article 17(7), or statutory liability that cannot validly be excluded. It governs the legal relationship with the Client and does not exclude independent statutory claims of third parties that are not bound by the Agreement.

Article 4 — Order of precedence

1. In the event of inconsistency between documents applicable to the engagement, the following order of precedence applies, subject to paragraph 3:
    a. a change or change request accepted In Writing by both Parties;
    b. the accepted quotation, Statement of Work or other project-specific engagement confirmation;
    c. the product-specific annex to these General Terms and Conditions applicable to the relevant Services;
    d. the remaining provisions of these General Terms and Conditions;
    e. other documents expressly made part of the Agreement by the Parties.
2. A reference in this order of precedence does not make a document that was not made available or agreed part of the Agreement. General website information, a privacy statement or an informative Security & AI Statement does not in itself constitute an additional warranty; expressly agreed commitments remain effective.
3. A deviation from Article 3a, 17, 17a or 18 must expressly appear from an arrangement accepted In Writing by both Parties that identifies the relevant protection or limitation. An arrangement concerning scope, personal performance or signature of a Deliverable does not in itself expand liability. An advice, final report or Review Statement does not amend the Agreement without such a separate arrangement.
4. A project-specific deviation applies only to the relevant Agreement and does not automatically apply to other or future engagements. Mandatory information obligations and rights remain unaffected.

Article 5 — Nature and scope of the Services

1. Axi Legal performs the work described in the accepted quotation, product scope, Statement of Work or engagement confirmation. Where relevant, the purpose, document versions, governing law, type of review, Deliverables and included feedback rounds are specified. Annexes or information not provided are not deemed to have been reviewed. Axi Legal is not required to independently identify missing information or verify information provided unless this is expressly part of the agreed scope. These principles do not apply to a material inaccuracy, omission or inconsistency that is obvious to Axi Legal in the ordinary performance of that scope.
2. Unless separately and expressly agreed, the engagement does not include tax advice, litigation, a technical code or security audit, factual verification of the origin of all software components, or a full compliance audit of a business or product. Activities that are legally reserved to a professional holding a qualification that Axi Legal does not possess are not performed by Axi Legal.
3. For Contract Review, Axi Legal reviews contracts drafted in Dutch or English and governed by a legal system falling within the applicable product scope. The accepted legal systems and languages stated on the

website, in the applicable product-specific annex or in the ordering process when the Agreement is entered into form part of that product scope.

4. A Contract Review focuses, within the agreed scope, on the contract content, coherence, rights and obligations, allocation of risk and the legal and commercial consequences for the Client. Where only a review has been agreed, this does not automatically include implementing all changes in a final contract or negotiating with counterparties.
5. If a contract is governed by law other than Dutch law and that legal system falls within the applicable product scope, Axi Legal reviews, within the agreed scope, the contractual operation, rights and obligations, allocation of risk and the legal and commercial consequences of the contract under the applicable law. The Services are always provided within the limits of the rules on legal services applicable to Axi Legal. To the extent a specific element under the applicable law requires a special professional qualification, admission or local qualification that Axi Legal does not possess, only that element falls outside the Contract Review unless otherwise agreed In Writing. A contract governed by a legal system that falls outside the applicable product scope will only be reviewed if Axi Legal has accepted this in advance In Writing as a separate engagement.
6. The substantive legal review is an obligation of best efforts. Axi Legal exercises the care that may be expected of a reasonably competent and reasonably acting legal adviser.
7. Unless a more extensive obligation has expressly been accepted In Writing, Axi Legal does not warrant that a particular legal or commercial result will be achieved, that a counterparty will accept a proposal, that a dispute will not arise, or that a court or regulator will reach a particular conclusion.
8. Advice is based on the facts, documents and legislation supplied by the Client or reviewed by Axi Legal within the agreed scope, as at the review date. The agreed scope determines which legal questions Axi Legal investigates; outside that scope there is no duty to investigate unless otherwise agreed In Writing. For factual assumptions, Axi Legal may rely in accordance with Article 7(2) on the information supplied by the Client and on assumptions recorded in the engagement or advice.
9. After completion there is no continuing duty to update or monitor unless separately agreed. New facts, amended documents, new countries or a changed intended use may require a new review.
10. Axi Legal is a legal advisory firm and not a law firm of advocates. The Services are not offered as advocacy services under the supervision of the Netherlands Bar. The Client may not infer from a job title, review or signature any professional registration other than one expressly stated.

PART II — WORKING TOGETHER

Article 6 — Performance of the engagement

1. Axi Legal determines how the agreed work is performed, taking into account the legitimate interests of the Client.
2. Axi Legal may adjust the sequence of work where this benefits the quality, efficiency or progress of the engagement.
3. Delivery, response and handling times stated by Axi Legal, including when stated on the website, in product information or in marketing materials without further qualification, are target times and not guaranteed or final deadlines. A deadline is binding or final only if Axi Legal has expressly confirmed this In Writing for the relevant engagement. For a service purchased directly online, the applicable target time begins on the later of (i) successful payment and (ii) receipt by Axi Legal of the complete document that is to be reviewed under the scope displayed before payment. If additional documents or information were expressly stated before payment as a condition for commencement, the period does not begin until those have also been received. For other engagements, the Written agreed start time applies; failing such agreement, an agreed period does not begin before both formation of the Agreement and receipt of the documents and information required for the agreed scope.

4. The Client acknowledges that performance of the engagement also depends on the timely availability of information, documents, decisions and cooperation of the Client or third parties engaged by it.
5. If circumstances outside Axi Legal's control require a change to the planning, Axi Legal may reasonably adjust the planning. Axi Legal is not liable for delay to the extent caused by such circumstances, subject to Article 17(7).
6. Axi Legal may perform work in phases and invoice separately where this is reasonable having regard to the nature of the engagement.

Article 7 — Client obligations

1. The Client timely provides all information, documents, access and other cooperation reasonably necessary for proper performance of the engagement.
2. The Client warrants the accuracy, completeness and currency of the information, documents and instructions provided. Axi Legal may rely on them in performing the engagement and is not required to verify them independently or identify missing facts unless verification is expressly part of the agreed scope. This does not apply to a material inaccuracy, omission or inconsistency that is obvious to Axi Legal in the ordinary performance of that scope. The Client identifies which document version is to be reviewed and notifies Axi Legal of changes during the engagement.
3. The Client warrants that it is entitled to provide Axi Legal with the information, documents, personal data, trade secrets and other materials supplied and that Axi Legal may receive, use and process them for performance of the Agreement. The Client warrants that all required consents, authorisations and legal bases are in place.
4. The Client appoints one contact person authorised to give instructions and make decisions on behalf of the Client, unless the Parties agree otherwise.
5. If the Client asks Axi Legal to perform work on the basis of incomplete information or under particular time pressure, Axi Legal may identify the possible consequences and perform the engagement only on that basis.
6. If the Client fails to comply with its obligations under this Article, Axi Legal may suspend performance of the engagement or adjust the planning. The reasonable costs and delay resulting from this are for the Client's account.
7. The Client is responsible for retaining the final documents it receives and, before use, checks whether agreed fill-in fields, choices and factual details have been processed correctly. The Client does not apply a model outside the stated purpose or legal system without considering whether an additional review is required.

Article 8 — Changes and additional work

1. The Agreement covers only the work expressly described in it.
2. Requests to extend or change the engagement are treated as requests to amend the Agreement.
3. A change may affect the scope of the work, planning, required capacity or fees. To the extent Axi Legal accepts the change, the amended scope and, where relevant, the adjusted fee or planning are recorded In Writing.
4. Axi Legal is not required to commence changed work before the Parties have reached Written agreement on it.
5. If a change is necessary because information provided by the Client was inaccurate or incomplete, the additional effort involved constitutes additional work.
6. For limited changes, a Written confirmation by email is sufficient. For material changes, the Parties may agree an amended Statement of Work or a separate change request.

Article 9 — Use of third parties

1. Axi Legal may engage external third parties and digital services in performing the engagement where, in its opinion, this is desirable, including foreign advisers, translators, cloud and software providers, AI services and other specialised service providers.
2. The Client accepts that Axi Legal may accept the terms and limitations of liability of an external third party engaged by Axi Legal. To the extent necessary, the Client hereby grants Axi Legal a power of attorney to accept such terms and limitations also on behalf of the Client. Axi Legal may invoke those terms and limitations against the Client to the extent they relate to the relevant external services.
3. Subject to Article 17(7), Axi Legal is not liable for acts or omissions, insolvency or default of external third parties engaged by it, nor for loss or damage arising from the use, unavailability, loss or limited functioning of digital services, equipment, software, data files, registers, cloud platforms or other systems provided by third parties.
4. If the Client enters into a separate agreement directly with an independent external adviser, that adviser is responsible for its own services. A referral alone does not make Axi Legal the contractor for the work of that adviser.
5. Where engaged parties process personal data, the contractual arrangements required by the applicable allocation of roles and privacy law will be put in place. Article 15a applies.

PART III — FINANCIAL TERMS

Article 10 — Fees

1. Rates and fees quoted by Axi Legal are exclusive of VAT and other government-imposed charges unless expressly stated otherwise.
2. The fee is determined on the basis of:
    a. a fixed fee;
    b. an hourly rate;
    c. a recurring fee; or
    d. another pricing arrangement agreed In Writing by the Parties.
3. Unless expressly agreed otherwise, a fixed fee covers only the work described in the Agreement or Statement of Work.
4. Work outside the agreed scope constitutes additional work. Axi Legal is not required to perform such additional work before the Parties have reached Written agreement on scope and fees. If Axi Legal commences the additional work at the Client's express request without a separate pricing arrangement, Axi Legal's then-current standard rate applies.
5. If, during performance of the engagement, it becomes apparent that the agreed work materially differs from the assumptions on which the price was based, Axi Legal may propose an adjusted price or scope. Axi Legal is not required to perform the differing or additional work before Written agreement has been reached.
6. Axi Legal may change a recurring fee for an ongoing Agreement by giving the Client at least one (1) month Written notice. If an express minimum term has been agreed for the relevant Agreement, an increase will not take effect before expiry of that minimum term unless the Parties agree otherwise In Writing.
7. Reasonable external costs and project-related expenses not included in the agreed fee, including costs of external advisers, translators, travel and accommodation and services procured specifically for the engagement, may be charged separately to the Client. For a service offered directly online at a fixed fee paid in full in advance, additional external costs will be passed on only with the Client's prior Written consent.

Article 11 — Invoicing and payment

1. Invoicing takes place in accordance with the Agreement or Statement of Work and, absent a specific arrangement, monthly in arrears.
2. The payment term is fourteen (14) days from the invoice date unless another term is agreed In Writing.
3. The Client is not entitled to suspend or set off payment obligations.
4. Objections to an invoice do not suspend the payment obligation.
5. If the Client disputes an invoice, it must notify Axi Legal of the reasons In Writing within fourteen (14) days of the invoice date. If no objection is made within that period, the invoice is deemed accepted by the Client, except for obvious clerical or calculation errors.
6. Payments are applied first against interest and costs due and then against due invoices, with the oldest invoice being paid first.

Article 12 — Late payment and suspension

1. If the Client fails to pay a due invoice within the agreed payment term, the Client is in default by operation of law without further notice of default.
2. From the time of default, the applicable statutory commercial interest is due if the Agreement qualifies for it, and otherwise the applicable statutory interest.
3. All reasonable extrajudicial and judicial costs incurred by Axi Legal to obtain payment are for the Client's account to the extent permitted by law.
4. Axi Legal may suspend performance of the work in whole or in part if:
    a. the Client is in default in performing a material payment obligation;
    b. despite a reasonable request, the Client provides insufficient cooperation for performance of the engagement; or
    c. continuation of the work cannot reasonably be required of Axi Legal because of a material breach by the Client.
5. If suspension causes delay to the engagement, Axi Legal is not liable for the consequences to the extent the delay results from circumstances attributable to the Client.
6. The right to suspend does not affect Axi Legal's right to seek performance, damages or termination of the Agreement where there is a statutory or contractual basis to do so.

PART IV — DELIVERABLES AND INTELLECTUAL PROPERTY

Article 13 — Use of advice and Deliverables

1. Advice, review reports and Review Statements are prepared exclusively for the Client and for the agreed purpose, legal system and identified document versions. Contract Documents may be used in accordance with Article 14.
2. The Client may use the Deliverables within its own business for the agreed purpose. Drafts and interim comments identified as such are not intended as a final opinion or a contract to be used in final form.
3. Without Axi Legal's prior Written consent, advice and review reports may be shared only within the Client's organisation, with the Client's group companies and with the Client's professional advisers who keep the information confidential and use it solely for the agreed purpose. Disclosure to financiers, investors, insurers, counterparties, media, the public or other third parties is not permitted without Axi Legal's prior Written consent, except to the extent disclosure is required by law. Review Statements are additionally subject to paragraphs 5 and 6.

4. No disclosure of any advice, review report or Review Statement, whether permitted or otherwise, creates an engagement relationship with Axi Legal or gives a third party the right to rely on it. Axi Legal assumes a duty of care or reliance responsibility towards a third party only if Axi Legal has expressly accepted that third party In Writing as an addressee or reliance party. This does not affect statutory rights that cannot validly be excluded or a valid assignment of a monetary claim.
5. A Review Statement is provided only if separately agreed. It identifies the addressee, purpose, review date, exact versions reviewed, legal systems, substantive conclusion and relevant assumptions and limitations. A document hash may additionally be used to identify a version. The statement forms part of the engagement and is not a separate guarantee or personal obligation of the signatory.
6. Without a separate agreement, a Review Statement may only be shared for information with the Client's own professional advisers, subject to all limitations. Prior Written consent from Axi Legal is required to provide it as assurance, certification or legal confirmation to a financier, investor, counterparty or other third party. Consent to disclose is not the same as consent for that third party to rely on the statement. The statement itself will also state this limitation.
7. Permitted sharing or execution of Contract Documents gives the counterparties named in them the rights arising from those contracts, but does not make them clients of Axi Legal. The rights of use under Article 14 remain fully applicable.
8. The Client may not use Axi Legal's name or conclusion for misleading publicity, present an amended document as approved by Axi Legal, or use a Deliverable for a materially different purpose or an unreviewed legal system as though it had been reviewed for that purpose or legal system. Axi Legal is not responsible, without further review, for later amendments or new factual circumstances.
9. The Client remains responsible for its business and commercial decisions.

Article 14 — Intellectual property

1. Rights in documents, code, designs and other materials supplied by the Client remain with the Client or the original rights holder. Supplying them to Axi Legal or having Axi Legal legally revise them does not transfer those rights to Axi Legal.
2. Rights in methodologies, models, templates, standard clauses, prompts, workflows, software, know-how and other materials that existed before the engagement or were developed independently of it remain with Axi Legal or its licensors. Nothing transfers those rights unless expressly agreed In Writing.
3. To the extent a Deliverable contains rights of Axi Legal, after full payment of the fee due for it the Client receives a non-exclusive, worldwide right of use for the agreed purpose for the duration of those rights. For Contract Documents this includes completing, copying, amending, supplementing, supplying them to counterparties and having them executed for the Client's own business operations or the agreed project. The restrictions on use in Article 13 remain applicable to advice and Review Statements.
4. The Client may, without an additional licence fee, allow the right of use of Contract Documents referred to in paragraph 3 to be exercised by, or transfer it to, a group company, successor or a B.V. incorporated by the Client that actually continues the relevant business or project. Any other use, transfer or sublicensing requires Axi Legal's prior Written consent. The conditions governing use remain applicable. This does not create a right to substantive adaptation to changed facts or legal systems without a new engagement.
5. Paragraph 4 concerns only rights of use in Contract Documents. It does not automatically transfer the entire engagement relationship, make the new user an addressee of advice or a Review Statement, or increase the liability cap. Article 22 applies to transfer of the contractual position and assignment of claims.
6. The Client may not sell, publicly offer or exploit Axi Legal models, methodologies or standard materials as standalone legal products or for services to third parties that do not form part of the Client's own project or business, unless agreed In Writing. Normal use of Contract Documents for the Client's own commercial project is not covered by this prohibition.

7. Third-party materials are subject to the applicable rights and licence terms; Axi Legal does not grant more rights in them than it is able to grant.
8. Axi Legal may continue to use general knowledge, experience, skills and insights gained from the engagement, but may not disclose the Client's confidential information, personal data or trade secrets or use them for an unauthorised purpose.

Article 15 — Confidentiality

1. Each Party treats all confidential information received from the other Party as strictly confidential and uses it solely for performance of the Agreement.
2. Confidential information means all information that the receiving Party knows or reasonably should understand to be confidential.
3. The confidentiality obligation does not apply to information that:
    a. was already lawfully known to the receiving Party;
    b. has become public without breach of any confidentiality obligation;
    c. was lawfully obtained from a third party; or
    d. was independently developed by the receiving Party.
4. If a Party is required by law, court order or binding direction of a competent authority to disclose information, it may comply. To the extent legally permitted and reasonably practicable, it will inform the other Party in advance.
5. The confidentiality obligation continues after termination of the Agreement for as long as the relevant information retains its confidential character.
6. To the extent necessary, confidential information may be shared with engaged persons who are subject to appropriate confidentiality obligations and with professional advisers or competent authorities for establishing, exercising or defending a right. Such disclosure is limited to what is necessary and is subject to applicable privacy law. Article 16 on AI use remains applicable.

Article 15a — Personal data, files and electronic communications

1. For Contract Review, Axi Legal in principle processes personal data as an independent controller for the performance, security and administration of its own Services, as further described in the privacy statement. For other engagements, the privacy-law role is determined by the actual processing. To the extent Axi Legal processes personal data on behalf of the Client as a processor, appropriate processing arrangements will be agreed before that processing takes place. A data processing agreement or other annex applies only if it has actually been made available and declared applicable.
2. Axi Legal processes personal data for the agreed Services and other lawful purposes described in its privacy statement. The Client does not provide more personal data than necessary for the engagement and may, where appropriate, omit or redact irrelevant data.
3. Axi Legal retains working files and personal data no longer than necessary. Retention periods or the criteria for them are described in the applicable privacy statement or in product-specific arrangements agreed in advance. A limited file record may be retained for statutory obligations, evidence of the engagement and the establishment, exercise or defence of legal claims, only to the extent there is a lawful basis and necessity for doing so.
4. Axi Legal is not required to retain submitted documents, working files or Deliverables for longer than follows from the applicable privacy statement, product-specific arrangements or the law. The Client is responsible for retaining its own originals and final documents received.
5. The Parties use the agreed electronic communication channels.

6. The Client agrees that Axi Legal may use digital communication tools and services, including cloud services, for storage and transmission of data. Article 9 applies to external providers and digital services engaged by Axi Legal. Applicable privacy law and Article 16 remain applicable.

Article 16 — Technology and AI

1. Axi Legal may use digital tools, automation, AI systems and other digital services, whether or not provided by third parties, in performing the Services unless otherwise agreed in advance In Writing.
2. Where possible, Axi Legal does not enter confidential Client information into an AI environment in which, under the contractual terms or account settings applicable to Axi Legal's account, that information is used to train generally available AI models. Axi Legal may rely on applicable contractual terms, account settings and reasonably available supplier information unless it has a specific reason to doubt their accuracy. Unless otherwise agreed In Writing, Axi Legal is not required to independently audit the internal technical operation of, or compliance by, a supplier.
3. Final legal analyses, advice and Deliverables are substantively reviewed by Axi Legal before being supplied to the Client.
4. Requirements or restrictions concerning particular tools or AI use are agreed in advance In Writing. Such an arrangement may affect price, planning or working methods. This provision does not entitle the Client to impose a materially different working method during the engagement at no additional cost.

PART V — ALLOCATION OF RISK

Article 17 — Liability

1. To the extent Axi Legal is liable towards the Client for an attributable breach of contract or tort, its liability for damages is subject to the limitations and exclusions in this Article.
2. Axi Legal is not liable for loss or damage resulting from:
    a. incorrect, incomplete or untimely information provided by the Client, to the extent Axi Legal was entitled to rely on it under Article 7(2);
    b. decisions or acts of the Client or third parties that deviate from or go beyond the advice or Deliverable, or are based on information or circumstances not reviewed by Axi Legal within the agreed scope;
    c. changes in legislation, regulations or case law after advice or a Deliverable has been supplied;
    d. use of advice or a Deliverable for a purpose other than that for which it was prepared; or
    e. work or advice of third parties engaged by the Client.
3. Axi Legal's total liability for damages in connection with a separate engagement is limited to the fee agreed for that engagement that Axi Legal has invoiced or was entitled to charge under the Agreement, excluding VAT and pass-through costs. Where an hourly rate applies, this means the fee for the work actually agreed and performed within that engagement.
4. For an ongoing Agreement where the relevant work is not billed as a separate engagement, the maximum is the fee invoiced or payable for the directly relevant Services during the twelve months preceding the event giving rise to the loss. If the Services began less than twelve months ago, the elapsed period applies, including the fee for the current agreed billing period. VAT and pass-through costs are excluded.
5. The applicable maximum is one joint and aggregate maximum for Axi Legal and all Associated Persons for all related claims in connection with the relevant engagement or Services, regardless of legal basis. The maximum is not multiplied by the number of errors, documents, statements, injured parties or persons against whom claims are made. This Article does not affect Article 3a.

6. Liability for indirect loss or damage is excluded, including loss of profit, loss of savings, loss of goodwill, business interruption and loss of or damage to data. Reasonable costs of establishing or mitigating compensable direct loss, to the extent recoverable by law, fall within the same liability cap.
7. The exclusions, limitations and contractual time bars in these General Terms and Conditions, including Article 3a and Article 18, do not apply to the extent exclusion or limitation is not permitted by law or reliance on them would be unacceptable according to standards of reasonableness and fairness. They also do not apply to loss caused by intent or deliberate recklessness of Axi Legal's management, or, in relation to an Associated Person directly pursued, that person's own intent or deliberate recklessness.
8. Court-awarded legal costs are governed by the applicable procedural rules and do not constitute a commitment that all costs actually incurred will be reimbursed.

Article 17a — Indemnity by the Client

1. The Client indemnifies Axi Legal, the Associated Persons and external third parties engaged by Axi Legal against all third-party claims and related costs, including reasonable legal fees, arising from or relating to the Services, their performance, the Deliverables, or their use, disclosure or application by or on behalf of the Client, to the extent such claims or costs exceed or differ from what Axi Legal would owe the Client under the Agreement if the Client itself brought a similar claim.
2. For the purposes of this Article, third parties include group companies, shareholders, directors, employees, financiers, investors, counterparties and other persons or entities associated with the Client, unless Axi Legal has expressly accepted such person or entity In Writing as a co-client or reliance party.
3. Article 17(7) applies correspondingly to this Article.

Article 18 — Complaints and contractual time bars

1. The Client must notify Axi Legal of an alleged breach within a reasonable time after discovering it or after it reasonably should have discovered it. The circumstances and any prejudice caused by late notice are taken into account in assessing timeliness.
2. A complaint should preferably be submitted In Writing with a clear description of the objection, the documents concerned and the solution sought.
3. The Client gives Axi Legal a reasonable opportunity to investigate the complaint and to remedy a remediable breach within a reasonable period.
4. Any claim for damages lapses one year after the start of the day following the day on which the Client became aware of both the damage and Axi Legal as the person potentially liable for it.
5. Without prejudice to paragraph 4, any claim for damages in connection with the Services in any event lapses five (5) years after the work to which the claim relates was performed or, in the case of an omission, should at the latest have been performed. This applies regardless of whether the Client is then aware of the damage and the person potentially liable for it.
6. The periods in paragraphs 4 and 5 apply alongside each other; the first applicable period to expire is decisive. The Client prevents lapse under paragraph 4 by holding Axi Legal liable In Writing before expiry of that period, with a sufficiently clear description of the alleged breach and the nature of the alleged damage. In that case, the relevant claim nevertheless lapses one year after that notice of liability if proceedings have not been commenced before the competent court before expiry of that period, unless the Parties have agreed In Writing before expiry to extend the period. Paragraph 5 remains fully applicable. If paragraph 4 or paragraph 5 is wholly or partly invalid or unenforceable, the other paragraph, and in relation to paragraph 4 also the mechanism in this paragraph, remains independently applicable. A complaint that cannot also be regarded as a notice of liability, or mere discussions, does not prevent lapse. The protection in Article 3a and the exceptions in Article 17(7) remain applicable.

Article 19 — Termination

1. An Agreement for a fixed term ends by operation of law upon completion of the agreed work or on the agreed end date.
2. An Agreement for an indefinite term may be terminated by either Party In Writing on one (1) month's notice unless the Parties have agreed otherwise In Writing.
3. To the extent the Agreement qualifies as a Dutch contract for services (overeenkomst van opdracht) and the Client acts in the course of a profession or business, the Client's right under Article 7:408(1) BW to terminate the Agreement at any time is excluded to the extent permitted by law, except for termination rights expressly granted to the Client under the Agreement.
4. Either Party may terminate the Agreement in whole or in part with immediate effect if:
    a. the other Party is in attributable breach of a material obligation and does not remedy that breach within a reasonable period after being required In Writing to do so;
    b. the other Party is declared bankrupt, applies for a suspension of payments or ceases its business; or
    c. continuation of the Agreement can no longer reasonably be required of the terminating Party under law, professional rules or compelling circumstances.
5. Termination does not affect payment obligations already due or other rights and obligations that arose before termination.
6. Work performed by Axi Legal at the Client's request in connection with completion or transfer after termination, including collecting or transferring available documents, preparing a status summary or consulting with a successor adviser, falls outside the fee already agreed unless otherwise agreed In Writing and is charged as additional work at Axi Legal's then-current standard rate. This does not create an obligation to provide internal working notes, methodologies or other internal materials not intended for the Client. Any right of retention and Axi Legal's other statutory rights remain unaffected.

Article 20 — Force majeure

1. Neither Party is required to perform an obligation if it is reasonably unable to do so as a result of a circumstance outside its reasonable control.
2. Force majeure includes, without limitation:
    a. prolonged outage of essential digital infrastructure;
    b. cyber incidents or security incidents reasonably outside the control of the affected Party;
    c. government measures;
    d. war, terrorism, pandemics or other large-scale societal disruption;
    e. prolonged illness of a person essential to the engagement if no suitable replacement is reasonably available.
3. A Party relying on force majeure notifies the other Party as soon as possible.
4. If the force majeure continues for more than sixty (60) days, either Party may terminate In Writing the unperformed part of the Agreement without being liable for damages.
5. Obligations arising before the force majeure event, including payment obligations for work already performed, remain fully effective.

PART VI — FINAL PROVISIONS

Article 21 — Entire agreement

1. The Agreement and the documents forming part of it in accordance with the agreed order of precedence contain the entire agreement between the Parties concerning its subject matter.

2. The Agreement supersedes all previous oral and written arrangements, proposals, correspondence and statements between the Parties concerning the same subject matter.
3. The Parties may not derive rights from statements, commitments or expectations that are not expressly included in the Agreement.
4. Amendments or additions to the Agreement are valid only if agreed In Writing by both Parties.

Article 22 — Transfer of rights and obligations

1. The prior consent in Article 14(4) applies to rights of use in Contract Documents. That consent does not in itself constitute a transfer of the contractual position or an extension of the addressees of a Review Statement.
2. This Article does not restrict the assignability or pledgeability of business monetary claims to which Article 3:83(3) BW applies. No additional consent, penalty or other contractual restriction applies to them. Axi Legal retains against a successor the defences available to it under the law and the applicable arrangements.
3. Axi Legal may assign or pledge its claims under the Agreement. Axi Legal may also arrange for its debts and/or its entire contractual position under the Agreement to be assumed by a group company, successor or a third party that continues or acquires all or part of Axi Legal's business or the relevant business activity. To the extent the Client's consent or cooperation is required for assumption of debt or transfer of the contractual position, the Client hereby grants such consent or cooperation in advance to the extent legally valid. Axi Legal or the transferee will notify the Client of the transfer to the extent required by law.

Article 23 — No exclusivity

Unless otherwise agreed In Writing, nothing in the Agreement prevents Axi Legal from performing similar work for other Clients, provided that the Client's confidential information is not used or disclosed.

Article 24 — No waiver

A Party's failure or delay in exercising a right or power does not constitute a waiver of that right or power.

Article 25 — Invalid provisions

1. If any provision of the Agreement or these General Terms and Conditions is wholly or partly void, annulled or otherwise unenforceable, the remaining provisions remain fully effective.
2. To the extent permitted by law, the Parties will consult on a valid replacement provision that reflects as closely as possible the purpose and intent of the original provision.

Article 26 — Governing law and competent court

1. The Agreement and related legal relationships are governed by Dutch law, without prejudice to mandatory applicable law. This choice of law concerns the relationship between Axi Legal and the Client and does not automatically determine the legal system against which a submitted contract is reviewed; Article 5 applies for that purpose.
2. Disputes concerning the Agreement or Services will be submitted to the competent court of the District Court of Midden-Nederland, Utrecht location, to the extent such forum selection is legally valid. Mandatory jurisdiction rules and rights that cannot validly be excluded remain unaffected.

Article 27 — Version and temporal applicability

1. This is version 1.6 dated 1 October 2026. It applies to engagements for which this version has been declared applicable and made available before or when the Agreement is entered into.
2. Publication of this version does not amend existing Agreements. The previously agreed version remains applicable to them unless the Parties validly agree a change In Writing.

3. For new engagements, Axi Legal identifies the applicable version. Later changes on the website do not apply retroactively. The Client may retain the agreed version.
4. Product-specific annexes to these General Terms and Conditions form part of an engagement where they apply to the Services obtained in accordance with Article 2(9). Other terms and annexes form part of the Agreement only where they have actually been declared applicable to the relevant engagement. A translation of these General Terms and Conditions is identified as a translation of the same version; an older translation does not in itself amend the Dutch text. In the event of any discrepancy between a translation and the Dutch text, the Dutch text prevails.

LEGAL

Annex 1 — Contract Review Product Terms

Product-specific terms for the Contract Review service offered directly online.

Forms part of General Terms and Conditions version 1.6.

> **Applicability.** This annex forms an integral part of the General Terms and Conditions of Axi Legal B.V. and, under Article 2(9), applies to every Contract Review obtained directly online. In the event of inconsistency, the order of precedence in Article 4 of the General Terms and Conditions applies. This annex does not amend Articles 3a, 17, 17a or 18 of the General Terms and Conditions. Capitalised terms have the meanings given in the General Terms and Conditions unless expressly defined otherwise in this annex.

Article 1 — Product and clients

Contract Review is a business service offered directly online to Clients acting in the course of a profession or business. The online Contract Review is available to Clients in the Netherlands and Belgium.

The review covers the contract and document version identified in the order and only the product scope agreed before payment.

Article 2 — Language and governing law

The standard Contract Review is available for contracts drafted in Dutch or English.

Dutch law. For contracts governed by Dutch law, the Contract Review includes the legal and commercial review relevant within the agreed scope.

Belgian law. For contracts governed by Belgian law, the Contract Review includes a commercial and contractual review of the agreed rights, obligations and allocation of risk, together with issue spotting of relevant legal points. A formal opinion on mandatory Belgian law or the enforceability of provisions under Belgian law falls outside the Contract Review and, if desired, requires a separate review by an adviser qualified in Belgium.

Other legal systems fall outside the standard online Contract Review unless Axi Legal has accepted them in advance In Writing as a separate engagement.

Article 3 — Excluded document types and scope check

The standard online Contract Review does not include M&A documentation, shareholders' agreements or other shareholder documentation, investment documentation, loans, credit or other financing documentation.

These document types fall outside the standard online Contract Review and are reviewed only if Axi Legal accepts a separate engagement for them In Writing.

If, after ordering, the submitted document or engagement does not meet the product scope displayed before payment, including because of the page count, document type, language, governing law, the Client's country of establishment or another express scope condition, Article 3(5) of the General Terms and Conditions applies.

Article 4 — Scope of the review and price

The Contract Review includes a substantive human review of the legal and commercial risks, rights and obligations, allocation of risk and consequences for the Client that are relevant within the agreed scope.

The Client receives a final review report containing, where relevant, prioritisation, risk assessment, explanation, concrete recommendations and proposed alternative clause wording.

A full revision of the source contract, implementation of all changes in a final version, negotiation support and other implementation work are not included unless expressly displayed and agreed before payment.

The price is determined by the price tier and product scope displayed before payment. For application of a page-count price tier, the page count determined by Axi Legal is decisive, except in the case of an obvious error.

The price, page and scope classification, any add-ons and other order details displayed before payment and recorded in the ordering process form part of the Agreement and are decisive for the agreed product scope and price.

Article 5 — Delivery, target time and Express

Delivery is the moment when Axi Legal provides the final review report to the Client or informs the Client that the review report is available through a download link or another environment made available for that purpose.

The standard target time for Contract Review is two (2) Business Days. The start time is determined in accordance with Article 6 of the General Terms and Conditions.

The standard turnaround time and any Express turnaround time are target times and are not guaranteed or final deadlines. A deadline is binding or final only where Axi Legal has expressly confirmed it In Writing for the relevant engagement.

If Express Review is available before payment and is selected and paid for by the Client, the Express target time displayed there and the conditions displayed before payment apply, including any cut-off time and maximum product scope.

Article 6 — Clarification round

Contract Review includes one consolidated Written round of clarification questions on matters addressed in the delivered review report.

The questions must be submitted within seven (7) days after Delivery.

New documents, amended versions, changed facts, new topics, negotiations or an extension of scope are not included in the clarification round and may be treated as additional work or a new engagement.

If the Client believes there is an error or deficiency, the complaints procedure in Article 18 of the General Terms and Conditions applies. A complaint is not the same as an additional feedback or revision round.

Article 7 — Review Call and other add-ons

A Review Call or other add-on is included only if it is offered before payment and selected and paid for by the Client. The content, duration and price are displayed before payment.

Unless otherwise stated before payment, the Client must book the Review Call within fourteen (14) days after Delivery.

Article 8 — External costs

For a Contract Review offered directly online and paid in full in advance at a fixed price, additional external costs are passed on only with the Client's prior Written consent, in accordance with Article 10 of the General Terms and Conditions.

Article 9 — Business credit

If Axi Legal offers a credit towards its Business plan within Axi Legal's ongoing legal support offering on the website or in the checkout, it applies only in accordance with the conditions displayed with that offer.

For the current Contract Review, if the Client enters into an agreement for Axi Legal's Business plan within its ongoing legal support offering within fourteen (14) days after Delivery, the base price paid for the Contract Review is credited once against the first monthly Business fee.

Add-ons, Express surcharges, Review Call and additional work are not credited unless otherwise stated In Writing. The credit is not redeemable for cash.

Article 10 — Retention

The original contract submitted by the Client for the Contract Review and supplemental input are retained for up to twelve (12) months after Delivery and are then deleted.

Longer retention is permitted where necessary due to a statutory retention obligation, a pending or reasonably anticipated dispute or investigation, or for the establishment, exercise or defence of legal claims.

Further information on the retention periods for the final review report and, among other things, order, checkout, acceptance and financial data is set out in Axi Legal's Privacy Statement.

The Client remains responsible for retaining its own originals and final documents received.