

GENERAL TERMS & CONDITIONS Legal Business Mediation Services of Schonewille & Schonewille Legal Mediation

article 1 Organisation and applicability of general terms and conditions

1.1. Schonewille & Schonewille Legal Mediation ('S&S') is a mediation office with its registered office in Rotterdam and another place of business in Amsterdam, The Netherlands. The objective of S&S and its associated (independent) legal mediation professionals ('legal mediator(s)') is to practice Alternative Dispute Resolution and Conflict Prevention. S&S legal mediators provide services concerning legal mediation and mediation, dispute resolution, conflict prevention, binding advice, arbitration, deal mediation, deal making and negotiation, as well as conflict analysis and confidential exploration. Also consulting services in the subject area are provided. ('legal business mediation services').

1.2. S&S and the legal mediator(s) provide service to private individuals (legal family mediation) as well as trade & industry, professionals and the government administration ('commercial parties'). These general terms and conditions are applicable solely to legal business mediation services for commercial parties. They are applicable to all work carried out or planned to be carried out by the legal mediator(s) and govern all legal relationships of S&S with commercial parties and third parties.

article 2 Liability restriction, claims and rights

2.1. S&S and/or the legal mediator(s) are not liable for any (potential) damage caused by the performance, work carried out or advice given that exceeds the maximum amount that will be covered and paid by our professional indemnity insurance. If for whatever reason the insurance indemnity is not paid, every liability is restricted to the maximum amount that is charged by S&S and/or the legal mediator(s) concerned in a specific case, with a maximum amount of € 80.000,-

2.2. All claims or other rights regarding the performance of or work carried out by S&S and/or the legal mediator(s) expire after 1 (one) year from the date where the client(s) or the mandator(s) became aware or reasonably could have been aware of these claims or other rights. In any event claims and other rights expire after 2 (two) years from the date where the work of S&S and/or the legal mediators has been concluded.

2.3. As far as reasonably possible S&S and the legal mediator(s) will endeavor to consult with the mandator(s) and/or the client(s) before involving third parties. In any event third parties will only be engaged with due care. S&S and the legal mediator(s) are not liable for any shortcomings or inadequacy of third parties. S&S and the legal mediator(s) are authorized to accept limitations of liability of third parties on behalf of the client(s) or mandator(s).

artikel 3 Fee and invoicing

3.1. Unless otherwise agreed in writing the fees will be calculated based on the number of hours worked, multiplied by the agreed hourly rate. The activities of the legal mediator(s) relate to face to face sessions with the client(s) as well as to other activities such as (but not limited to) reporting, any other form of contact (e.g. electronically, in writing, video-conferencing, text messaging or by telephone), studying documents, contacts with third parties, and drawing up agreements. For travel time (calculated from S&S Rotterdam office) the hourly rate is 50% including travel costs within The Netherlands. Other out of pocket expenses like travelling abroad, catering and renting of meeting rooms are charged separately. On work performed during the weekend or in the evening 130% of the hourly fee is applicable. The applicable VAT will be added to the amounts due.

3.2. Meetings that are cancelled less than 24 hours in advance (1 working day) will be charged 100%. Meetings that are cancelled more than 24 hours, but less than 48 hours (2 working days) will be charged 25%.

3.3. S&S and/or the legal mediator(s) will in principle send monthly invoices, with payment within 14 days from the invoice date.

Artikel 4 Applicable law and mediation clause

4.1. The legal relationship between the mandator(s) or the client(s) and S&S and/or the legal mediator(s) is solely governed by Dutch law. Dutch law is applicable also on the general terms and conditions. In case of differences between the Dutch or English version or a difference of interpretation, the Dutch version prevails.

4.2. All persons involved will try to solve any disputes arising between (a) mandator(s) or client(s) and S&S and/or the legal mediator(s) through mediation.

4.3. The party seeking recourse to this mediation clause will inform the other party in writing.

4.4. Unless parties jointly appoint a mediator within 14 (fourteen) days after sending the notice of 4.3., the board of [Foundation ACB, Corporate ADR & Mediation](#) ('ACB') will appoint a mediator.

4.5. ACB appoints one mediator taking in account the preferences of the parties involved. Parties can also request ACB to appoint a specific mediator.

4.6. The mediator determines in consultation with the parties how to conduct the mediation process.

4.7. The first mediation session will commence no later than 30 (thirty) days after the notice meant in 4.3 is send. The mediation commences upon the signing of the mediation agreement by the parties and the mediator.

4.8. The parties equally share the costs of the mediation, unless this is differently governed in the mediation agreement.

4.9. The parties re required to attend in any case the first mediation session of at least 90 (ninety) minutes. After that the parties are free to terminate the mediation in accordance with the mediation agreement.

4.10. As long as the mediation is not terminated, neither of the parties shall submit the dispute to a court of law, unless solely in for and as far as necessary to preserve their rights. This mediation clause does not prevent S&S to start a collection procedure, including referral to the competent court.

4.11. Except for the provisions described in 4.10, a judge or arbitrator will suspend hearing a case on which this mediation clause is applicable if this is requested by one of the parties. The handling of the case by the court or arbitrator concerned will be continued if a party informs by registered letter the court or arbitrator as well as the mediator and the other party that the mediation has ended.

4.12. If parties have not signed a settlement agreement within 90 (ninety) days after sending the notice meant in 4.3. each of the parties may initiate *expedited arbitration under the World Intellectual Property (WIPO)'s Rules for mediation and expedited arbitration* (Rules), as are applicable at the time of which the notice meant in 4.3 is send.

4.13. This clause is legally enforceable.