

GENERAL TERMS AND CONDITIONS

PatentForce BV (hereinafter "PatentForce") is a private limited company, based in Zwolle and registered at the Dutch Chamber of Commerce with number 89133870. PatentForce practices the profession of patent attorney.

1. Applicability

- 1.1. These General Terms and Conditions apply to each assignment given to PatentForce and also to supplementary or subsequent assignments.
- 1.2. These General Terms and Conditions also apply to natural or legal persons associated with PatentForce, for example anyone who, whether or not as employee, performs work for PatentForce in the framework of an assignment given to PatentForce.
- 1.3. Each assignment is deemed to be given to PatentForce and not to a natural or legal person associated with PatentForce. This applies even when the intention is to have the assignment performed by a specific person. The applicability of sections 7:404 and 7:407 sub 2 the Dutch Civil Code, is expressly excluded. If the assignment is performed by two or more persons, joint and several liability is excluded.

2. Conclusion of the agreement, termination

- 2.1. All quotation and offers of PatentForce are free of obligations and are an invitation to give an assignment only, unless agreed differently in writing.
- 2.2. PatentForce can ask for an advance payment. In such case, PatentForce shall commence working on the assignment only after the advance payment has been paid. As long as the advance payment has not yet been paid, PatentForce shall be under no obligation to perform the assignment and is not liable for any damage caused by non-performance of the assignment. Any damage caused by said non-performance shall be borne entirely by the client.
- 2.3. An assignment is deemed to be accepted after PatentForce has confirmed the assignment in writing, taking into account the preceding article.
- 2.4. Any assignment, once given, is deemed to apply until the assigned work has been completed. The client and PatentForce both have the right to terminate the assignment early. Notice of termination must be given in writing. Client must pay the costs and fees incurred up to and including the termination and any other amounts due, while PatentForce must reimburse any remainder of an advance payment.

- 2.5. PatentForce will terminate the agreement if PatentForce deems that there is a breach of trust with the client. PatentForce will also terminate the agreement if during performance of the assignment a conflict of interest exists or is expected to arise. No conflict of interest exists if an assignment for a client involves no more than the translation, certification and/or validation of a European patent or patent application.
- 2.6. PatentForce is entitled to terminate and/or dissolve the agreement with the client in writing without judicial intervention in case the client remains in default of fulfilment of his obligations. PatentForce is also entitled to dissolve and/or terminate the agreement with the client, without any reminder or notice of default, in case of bankruptcy, suspension of payment or closing or liquidation of the client's business.
- 2.7. In the event of a force majeure, PatentForce is entitled to suspend the assignment or to terminate or dissolve the agreement without judicial intervention, without any obligation to pay a compensation or damages.

3. Execution of the assignment

- 3.1. PatentForce shall exercise due care in executing the assignment. To this end, PatentForce will observe the rules of conduct of the Dutch and European Institute of Patent Professionals. PatentForce does not guarantee that the intended result will be achieved.
- 3.2. PatentForce may reasonably perform more or other work than for which the assignment was given if this, according to the judgement of PatentForce, is appropriate for the proper performance of the assignment. However, PatentForce is not obliged to perform work that is not explicitly included in the assignment. Not performing work that is not explicitly included in the assignment cannot lead to any liability of PatentForce.
- 3.3. Client is responsible for timely providing documents and information that is necessary for executing the assignment. Client informs PatentForce timely and in writing of any changes in address details, names and other important information. PatentForce excludes liability for inaccuracies or incompleteness of information provided by client.
- 3.4. Client is responsible for providing instructions to PatentForce in good time, no later than two weeks before a final due date.
- 3.5. PatentForce is entitled to engage the services of third parties for the execution of the assignment, for example for drafting patent drawings or for patent administration services.

4. Confidentiality

- 4.1. PatentForce is obliged to confidentiality as required by the Dutch and European Institute of Patent Professionals. PatentForce shall require the same confidentiality of any legal or natural person who, whether or not as employee, is involved in the execution of the assignment. However, PatentForce is not liable for breach of confidentiality by such third parties.
- 4.2. Client acknowledges that confidentiality of email correspondence cannot be fully guaranteed. Nevertheless, client grants permission to PatentForce to use email for correspondence. PatentForce is not liable for any damage caused by a breach of confidentiality of email correspondence.

5. Liability

- 5.1. PatentForce excludes all liability for damage, unless the client proves that the damage is caused by intent or gross negligence on behalf of PatentForce.
- 5.2. PatentForce excludes any liability for any potential inaccuracies and/or incompleteness of official registers consulted by PatentForce. PatentForce further excludes any liability for inaccuracies and/or incompleteness of information provided by the client.
- 5.3. The liability is in any case limited to the amount which is paid out by the applicable insurance policy of PatentForce, plus the amount of the deductible under that insurance policy.
- 5.4. If, for whatever reason, PatentForce does not receive payment under an insurance policy for a loss or damage, liability is limited to the amount charged by PatentForce for the relevant assignment for the relevant year, with a maximum of € 25.000.
- 5.5. If the client is of the opinion that PatentForce has failed in the performance of its obligations, the client has to notify PatentForce in writing within two months after he discovered this failure or reasonably ought to have discovered the failure. After these two months, any claims for damages in respect of the alleged failure expire. A claim for damages expires in any case 12 months after the event resulting in the damage, unless it expires earlier under applicable law.
- 5.6. PatentForce excludes any liability for errors by third parties engaged by PatentForce for performance of the assignment. If a third party engaged by PatentForce wishes to limit its liability, PatentForce is authorised by client to accept such limitation of liability on his behalf.
- 5.7. By giving an assignment to PatentForce, the client waives the right to hold natural persons associated with PatentForce liable for whatever reason.

- 5.8. The client indemnifies PatentForce and natural persons associated with PatentForce for claims of third parties that arise from or relate to an assignment given to PatentForce by the client. This includes all damages and costs incurred by PatentForce in connection with such claim.
- 5.9. The natural persons mentioned in 5.7 and 5.8 include anyone who, whether or not as employee, performs work for PatentForce in the framework of an assignment given to PatentForce.

6. Fees

- 6.1. The fee will be calculated based on the number of worked hours multiplied by the applicable hourly rate and increased with any applicable tax, unless agreed otherwise in writing, for example when a fixed fee is agreed upon. The hourly rate is determined by PatentForce. For urgent matters the hourly rate can be increased.
- 6.2. In addition to the fee, PatentForce will charge the client for direct costs. These direct costs include official fees of the patent offices, travelling and accommodation costs and any costs incurred by external service providers (including foreign patent agent/ draughtsman / translator/ patent administration company).

7. Payment

- 7.1. Invoices are due and payable within 30 days after the date of the invoice. The client cannot claim postponement, discount or deduction. For invoices for advance payments, PatentForce can set a shorter term, for example in case of urgent matters. Article 2.2 also applies here.
- 7.2. If the assignment is given by more than one legal or natural person, each of them is jointly and severally liable for the invoiced amounts.
- 7.3. If an invoice is not paid in time, the client is *ipso jure* in default. The client shall then be liable to additionally pay PatentForce the statutory interest over the invoiced amount. If after due notice the invoice is still not paid, client is further liable for collection costs, with a minimum of 15% of the outstanding amount.

8. Applicable law and competent court

- 8.1. The relationship between PatentForce and client is governed exclusively by Dutch law. The Dutch courts shall have exclusive competence in all disputes between client and PatentForce.