

## GENERAL TERMS AND CONDITIONS

*Filed with the Chamber of Commerce.*

### ARTICLE 1 GENERAL

- 1.1 These General Terms and Conditions shall apply to all advice, quotations, offers and agreements from IP Maison, registered under number 84836326 at the Chamber of Commerce, and also to activities deriving from this, and to the entire legal relationship between IP Maison and any third party ("Client") deriving from this.
- 1.2 IP Maison will act exclusively as the contractor to the Client. This is also the case if there is an explicit or implicit intention to have the services performed by a particular party. The articles 7:404 (which regards services intended to be performed by a particular party) and 7:407 lid 2 (which establishes joint and several liability in cases where the services are performed by two or more parties) of the Dutch Civil Code are excluded.
- 1.3 The individual that is a direct or indirect director or shareholder of a partner of IP Maison and who performs professional services on behalf of IP Maison can be indicated as "mate" or "partner" by or on behalf of IP Maison, such in accordance with general practice. During the performance of those services, the individual who acts in its capacity as "mate" or "partner" acts exclusively for the risk and expense of IP Maison.
- 1.4 These General Terms and Conditions are deemed to have been made for the benefit of all operating companies of partners of IP Maison, all patent attorney and employees of IP Maison that work for IP Maison or said operating companies, and all persons engaged by IP Maison in the execution of the services.
- 1.5 These General Terms and Conditions can also be invoked by natural and legal persons that are or have been directly or indirectly affiliated with IP Maison for the purpose of performing services by or on behalf of IP Maison.
- 1.6 These General Terms and Conditions also apply to possible additional or other amended assignments from the Client.
- 1.7 All quotations and offers by IP Maison shall be non-binding and shall be considered invitations for placement of assignments, unless otherwise agreed in writing or provided to the contrary in these General Terms and Conditions. All quotations and offers are valid until a maximum of 30 days after its date, unless otherwise agreed. The prices in the aforementioned offers and quotations are exclusive of VAT and other governmental levies, as well as any costs incurred in the context of the assignment, including shipping and administration costs, unless indicated otherwise.
- 1.8 The applicability of terms and conditions of the Client is hereby expressly precluded.
- 1.9 In case of deviations from these General Terms and Conditions, such deviations shall be agreed in writing. Provisions of these General Terms and Conditions from which no deviation has been made shall remain in full force.
- 1.10 If one or more provisions of these General Terms and Conditions are found to be invalid or unenforceable, in whole or in part, this will not affect the validity of these General Terms and Conditions and the validity and effect of the other provisions will remain unchanged. In the event of invalid or unenforceable provisions, the Client agrees that IP Maison will replace such provisions with valid and enforceable provisions that come as close as possible to the invalid or unenforceable provisions.

### ARTICLE 2 EXECUTION OF ASSIGNMENT, INFORMATION AND INSTRUCTIONS

- 2.1 An (agreement of) assignment between IP Maison and the Client is concluded the moment IP Maison confirms an offer or quotation accepted in writing or verbally by the Client.
- 2.2 IP Maison shall execute the placed assignment to the best of its ability and with due diligence. In performing its activities, IP Maison shall exercise the care of a good contractor.
- 2.3 All services of IP Maison are performed based on best-efforts obligation unless and insofar as IP Maison has explicitly promised a result in the agreement and the result in questions has also been described with sufficient precision.
- 2.4 IP Maison shall execute the assignment based on the information provided by the Client. To enable IP Maison to execute the assignment, the Client is bound to provide IP Maison with full, detailed, and clear written information on the assignment, including information known to the Client in connection with previous applications and publications relating the subject of the assignment or a similar subject. If the Client furnishes inaccurate and/or incomplete data, even in good faith, IP Maison shall be entitled to rescind the agreement.
- 2.5 Any changes in the information provided by the Client may lead to changes in costs.
- 2.6 If a term has been agreed for the execution of the assignment and the Client fails to make a timely deposit or to provide the necessary information in a timely manner, completely, in the desired form and in the desired manner, IP Maison has the right to suspend the assignment and charge the extra costs and extra hours resulting from the delay to the Client. The Client and IP Maison will confer on a new term.
- 2.7 In executing the assignment, IP Maison shall rely (in whole or in part) on the Client's instructions. The Client shall pass all instructions to IP Maison clearly and in writing. If, in a given case, IP Maison is unable to wait for the Client's instructions, IP Maison may act as it deems fit to safeguard the Client's right, including preventing forfeiture of rights. The foregoing includes taking care of the payment of maintenance/renewal/annuity fees in a timely manner (no later than three months before expiry of the term) unless there are payment arrears. Measures taken in connection with this article 2.7 will be at the expense and risk of the Client.
- 2.8 In the event of an assignment for a search, IP Maison cannot give any guarantee whatsoever for the conclusiveness of any outcome of a performed search. IP Maison does guarantee that the work performed meets what may be expected from a reasonable acting, reasonable competent professional, and that the mandatory duty of care has been observed.

- 2.9 An assignment, including the necessary information and instructions to carry out the assignment, received on a working day after 14.00 CET, shall be considered by IP Maison to be received on the next working day.
- 2.10 If, despite IP Maison's request to do so, the Client does not give IP Maison the necessary instructions to carry out the assignment, or does not supply them promptly, or does not promptly ensure payment, necessary for this purpose, to IP Maison, IP Maison may unilaterally terminate the assignment.
- 2.11 The Client is bound to promptly notify IP Maison, clearly and in writing, of any changes in its address and other details impinging on its accessibility. If IP Maison is unable to contact the Client because the Client has not given IP Maison this information as described, IP Maison may unilaterally terminate the assignment.

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## ARTICLE 3 CONFIDENTIALITY

- 3.1 IP Maison shall observe total confidentiality concerning any communication of a confidential nature made to IP Maison in the context of fulfilment of an assignment.
- 3.2 In performing its work, IP Maison communicates partly or even exclusively electronically (digitally). It cannot wholly be excluded that errors may occur in this mode of communication, or that the content of communication passed in this way may become known to third parties. IP Maison shall not be liable for any loss resulting from this mode of communication. The Client may request IP Maison not to communicate with it in this way.
- 3.3 The obligation of confidentiality does not apply between persons working for IP Maison or third parties engaged by IP Maison unless this could create a conflict of interest.

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## ARTICLE 4 THIRD-PARTY SERVICES

- 4.1 By entering into an agreement with IP Maison, the Client shall grant IP Maison power of attorney to involve third parties, also including experts in the field of searches to be carried out, if IP Maison considers this desirable for the proper performance of the assignment placed with it. In involving such third parties, IP Maison will act as the Client's attorney. Such power shall specifically include authority to accept general terms and conditions of third parties on behalf of the Client.
- 4.2 IP Maison shall pass the costs of services performed by third parties on to the Client. In this regard, IP Maison shall act purely as a payment address. IP Maison shall pay on to third parties the portion of the amounts declared by IP Maison which is due to them. Unless the Client and IP Maison have expressly agreed otherwise in writing, payments to a third party, necessary for the assignment, shall only be carried out by IP Maison, after the sum has been paid by the Client into IP Maison's bank account. In the event of payments to a third party residing outside of the Netherlands, the sum must be paid by the Client into IP Maison's bank account not later than one week before payment is due.
- 4.3 When involving third parties on behalf of the Client, IP Maison shall always use due diligence and attention. IP Maison shall not be liable for loss deriving from failures of third parties, save culpable failure by IP Maison in the context of its involvement of such third parties. This shall not prejudice the effectiveness of Article 9 of these General Terms and Conditions.

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## ARTICLE 5 FEE AND EXPENSES

- 5.1 The Client agrees, if applicable, with the list of rates sent by IP Maison with a quotation or offer and the fees, rates, costs and surcharges stated therein and with the reasonableness of these fees, rates, costs and surcharges, unless otherwise agreed in writing.
- 5.2 IP Maison's fee is exclusive of VAT and shall be based on IP Maison's standard tariffs, regardless of the result of the work done. In addition to its fee, IP Maison shall charge the Client the expenses which are not included in the IP Maison's tariffs, including, but not limited to, those of third parties involved, or to be involved, by IP Maison. IP Maison may add to the latter expenses its own administrative fee, as may be reasonable, having regard to all circumstances.
- 5.3 Cost estimates supplied by IP Maison to the Client shall serve purely as a non-binding guide, unless expressly stated otherwise in writing.
- 5.4 IP Maison is entitled to add any price rises in its expenses to the amount payable by the Client. If this happens within three (3) months of entering into the agreement, the Client shall be entitled to cancel the agreement, subject to settlement of the expenses made by IP Maison pursuant to the agreement. Any fluctuations in foreign exchange rates and changes to official fees shall also be treated as price rises in expenses but shall not entitle the Client to cancel the agreement.
- 5.5 IP Maison shall charge its fee, plus any expenses not included in its tariffs, to the Client by advance, interim and/or final invoices. IP Maison shall be free to choose whether to issue advance, interim and/or final invoices.
- 5.6 IP Maison may send monthly invoices for its fees, if necessary increased with prepayments and declarations of third parties involved, surcharges, and expenses.
- 5.7 All invoices shall be paid to IP Maison, without discount or set-off, within fourteen (14) days of the date of sending, unless agreed otherwise in writing. Surplus amounts shall be refunded to the Client on completion of the activities.
- 5.8 When IP Maison has sent an advance invoice, it will only commence work in the context of the relevant assignment after the advance has been paid by the Client. If the advance has not been paid, at least not in time or in full, IP Maison is never liable for damage resulting from the non-execution of the assignment. Any advances paid will be settled with an invoice in the context of the assignment.
- 5.9 Each invoice or declaration shall be treated as a separate claim of IP Maison against the Client.

- 5.10 Any additional costs and extra hours incurred by IP Maison, as well as other damage on the part of IP Maison, due to the Client's failure to provide documents necessary for the performance of the agreement, or to provide them not in time or properly, will be at the expense and risk of the Client. Such costs are not considered to be price rises or expenses.
- 5.11 If IP Maison has performed work or other services at the request or with prior consent of the Client that fall outside the content or scope of the agreement, these activities or performances will be reimbursed by the Client in accordance with the agreed rates and, failing this, in accordance with the usual rates of IP Maison.
- 5.12 IP Maison may require that a separate written (agreement for) assignment is concluded for the additional work concerned.
- 5.13 The Client agrees to digital invoicing.

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## ARTICLE 6 NON-PAYMENT

- 6.1 If the Client fails to pay promptly, the Client shall owe the statutory commercial interest as per Civil Code Article 6:119a, without the need for warning of service of default notice. In addition, the Client shall owe all costs reasonably incurred by IP Maison in ascertaining loss and liability, and in obtaining satisfaction by extra-judicial means. The latter costs shall be reckoned at the rate of the Netherlands Bar Association. In case of late payment, IP Maison shall be entitled to suspend its work for the Client, with immediate effect.
- 6.2 In the event of a joint assignment, the Clients are jointly and severally liable for payment of the full invoice amount and the interest(s) and costs owed.

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## ARTICLE 7 FORCE MAJEUR

- 7.1 For the present purpose, force majeure shall mean any failure of performance not attributable to fault by, or for the account of, IP Maison. Force majeure shall in any case exist on IP Maison's side if, after entering into agreement, it is prevented from fulfilling its obligations under the agreement due to illness or other prevention of a person working for IP Maison. Provision of inaccurate data by the Client or failure by the Client to afford sufficient co-operation shall, in any case constitute force majeure.
- 7.2 In case of prevention of performance of the agreement due to force majeure, IP Maison shall be entitled to suspend fulfilment of its obligations for a maximum of thirty (30) days, or to cancel the agreement, in whole or in part, without judicial involvement. IP Maison shall not thereby become liable to pay any compensation.

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## ARTICLE 8 SUSPENSION

- 8.1 Disputes of any kind whatsoever shall never entitle the Client to refuse or suspend settlement of invoices.
- 8.2 If the Client considers IP Maison in breach of its obligations, it shall notify IP Maison accordingly in writing within eight (8) days of the reasonable time of detection by the Client of such breach by IP Maison. Unless such prompt written notice is given, the Client shall forfeit the right to invoke such breach.

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## ARTICLE 9 LIABILITY

- 9.1 IP Maison shall only be liable for damage attributable to it based on the close relationship to a culpable failure in the activities performed by IP Maison and as included in Article 4.3. IP Maison shall not be liable for any damage that is not directly related to a culpable failure on the part of IP Maison, including but not limited to lost sales, lost profits, missed opportunities, missed savings and reduced goodwill. The above does not apply in the event of intent or willful recklessness on the part of IP Maison. The burden of proof in respect of the liability of IP Maison shall rest with the Client.
- 9.2 The Client bears the (financial) risk of the correctness, completeness and reliability of the information provided to IP Maison, even if it originates from third parties. The Client indemnifies IP Maison against damage resulting from incorrect or incomplete information.
- 9.3 The Client and IP Maison are not liable to each other for damage that may result at one or each of them because of the use of electronic means of communication, except insofar the damage is the result of intent or gross negligence. The data extracts from IP Maison's computer systems serve as sufficient proof of (the content and date of) the electronic communication and invoicing sent until such time as proof of the contrary is provided by the recipient.
- 9.4 Any damage to be compensated by IP Maison shall be limited to a maximum of the sum due in the relevant case for IP Maison's professional and business liability insurance and paid out by the insurer.
- 9.5 If IP Maison's liability insurer does not pay out, IP Maison's liability is limited to a maximum of the invoice amount, at least that part of the invoice amount to which the liability relates, on the understanding that the liability is further limited to that part of the invoice amount relating exclusively to IP Maison's fee, on the understanding that liability is further limited to IP Maison's fee exclusively for work performed in the course of three consecutive months, on the understanding that liability is further limited up to three months prior to reporting the damage in question.

- 9.6 The Client cannot invoke a failure by IP Maison in the performance of its activities if the Client has failed to file its complaint with IP Maison within ten (10) days after such failure has become known or could have reasonably become known to it. The right to claim damages, as well as any other rights which accrue to the Client in connection with a failure on the part of IP Maison, will in any event expire after twelve (12) months from the date on which the event occurred that caused the damage.
- 9.7 IP Maison is never liable for damage resulting from advice given. Advice is always given based on the facts and circumstances known to IP Maison and in mutual consultation, whereby IP Maison always takes the Client's intention as a guideline and starting point.
- 9.8 The Client will indemnify IP Maison against all claims by third parties in connection with the activities performed by IP Maison for the Client, including any costs incurred by IP Maison within that context, unless these claims are the result of intent or willful recklessness on the part of IP Maison.
- 9.9 Any claim for damages against employees, patent attorneys, mates, partners, directors of partnership or other (legal) persons involved in the execution of the assignment on behalf of IP Maison is excluded. This is a third-party clause, which said persons can invoke at any time.
- 9.10 IP Maison shall not be liable for any damage related to the non-fulfilment by the Client of its obligations under Article 2.
- 9.11 Intent or willful recklessness within the meaning of these General Terms and Conditions will be exclusively regarded as an act whereby the party performing the act is (subjectively) aware that the possibility that this act will result in damage is substantially greater than the possibility that it will not result in damage.

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## ARTICLE 10 TERMINATION OF AGREEMENT

- 10.1 The Client shall be entitled to terminate its agreement with IP Maison at any time. Termination shall not take effect before receipt by IP Maison of written notice of the Client. The Client is bound to pay the fee for work already done and costs already made at the time of termination. The Client shall also be bound, in such case, to meet the costs for handover of the file to IP Maison.
- 10.2 If the Client fails to meet any obligation incumbent upon it under the agreement, or does not meet it duly or promptly, and in case of bankruptcy, stay of payments, placement in receivership or closure or winding up of the Client's business, IP Maison shall be entitled to cancel the agreement, in whole or in part, otherwise to end the agreement, or to suspend further performance thereof, without any liability to pay compensation and without prejudice to IP Maison's further rights. All IP Maison's claims against the Client shall, in such case, fall due immediately. The Client is liable for any loss incurred by IP Maison in this respect, including loss of profit.
- 10.3 Termination of the agreement by IP Maison is also possible if it considers that there has been a breach of trust with the Client, or that there is a conflict of interest, or a conflict of interest may arise with an assignment from another client. A conflict of interest is assumed not to exist when the activities for one of the clients consist solely of or are related to the translation of a European patent granted in the Netherlands and/or Belgium.

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## ARTICLE 11 PERSONAL DATA

- 11.1 IP Maison processes personal data of the Client in the context of the execution of the assignment(s) provided by the Client. By issuing the assignment, the Client grants permission for the processing of personal data and the engagement of third parties if necessary for the execution of the assignment(s).
- 11.2 The Client shall observe the principle of data minimization when providing the assignment and subsequent documents. The Client will not make more personal data available than is necessary for the execution of the assignment. IP Maison will inform the Client in good time of the personal data it needs.
- 11.3 In the context of the execution of the assignment, the personal data received from the Client will be provided to third parties insofar as necessary. This includes in any case the national and supranational patent authorities and foreign patent attorneys engaged by IP Maison.
- 11.4 The Client declares to be aware of and hereby gives explicit written permission that both the management of (possible) digital access of the Client to case files and the storage of IP Maison case files in general are outsourced to selected processors. These processors guarantee the security of personal data with due observance of appropriate technical and organizational security measures.
- 11.5 IP Maison is, however, not liable for a violation of the obligations referred to in this article if it can demonstrate that the violation of the GDPR could not reasonably have been prevented and/or the violation was caused by shortcomings on the part of the Client.
- 11.6 The Client declares to be aware of and hereby gives explicit written permission that the nature of the work may entail that IP Maison must provide data based on (patent) legislation to third parties, including government authorities, and that (part of) this information can be published, for example through the publication of patents or applications. This data concerns in any case data with which the applicant can be traced and – unless the right to mention is explicitly waived – name and address details of the inventor.
- 11.7 By placing the assignment, the Client declares to be aware of and agrees to the External Privacy Statement of IP Maison. If the assignment includes the (possible) realization of foreign patent protection, the Client hereby gives explicit written permission to share the necessary personal data with third parties such as foreign partners or government authorities as referred to in Article 5.2 of the IP Maison External Privacy Statement.

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## ARTICLE 12 CHOICE OF LAW AND JURISDICTION

- 12.1 The whole legal relationship between the Client and IP Maison shall be governed by Dutch law.
- 12.2 Disputes arising from the legal relations between the Client and IP Maison shall be referred for settlement only to the Court of The Hague, unless IP Maison states a preference for referring the dispute for resolution to another competent judicial forum, Dutch or otherwise.

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## ARTICLE 13 VERSIONS AND AMENDMENT OF GENERAL TERMS AND CONDITIONS

- 13.1 IP Maison is entitled to unilaterally change these General Terms and Conditions. In that case, IP Maison will inform the Client of the changes in good time. There will be at least fourteen days between this notification and the entry into force of the amended terms and conditions. Amendments to the General Terms and Conditions do not entitle the Client to dissolve the agreement of the basis thereof, unless the Client is a natural person who does not act in the exercise of a profession or business and the changes result in the Client being provided with a performance which differs materially from the original performance.
- 13.2 In case of discrepancy between the Dutch text of these General Terms and Conditions and the translation thereof in another language, the Dutch text shall be binding.

These General Terms and Conditions have been filed with the Chamber of Commerce under number 84836326.

Version January 2022