

General terms and conditions of Vereenigde Octrooibureaux N.V.

1. General

1.1 Vereenigde Octrooibureaux N.V. (hereinafter referred to as 'V.O.') is a publicly held corporation established in The Hague, incorporated under Dutch law, and registered with the Chamber of Commerce under number 27288995, with the object of practicing the patent, trademark and design practice, the legal profession and providing other services in the field of intellectual property.

1.2 V.O., V.O. Patents & Trademarks, VEREENIGDE and Oostenbroek Advocaten are trade names of V.O.

1.3 These general terms and conditions also apply to natural and legal persons affiliated with V.O., for example anyone who, whether or not as an employee, performs work for V.O. in the performance of work assigned to V.O.

1.4 These general terms and conditions also apply in all cases to supplementary and subsequent orders.

2. Execution and scope of the assignment

2.1 All assignments shall be deemed to have been given to V.O. and not to a natural or legal person associated with it. This applies even if an assignment has been given explicitly or tacitly to a specific person or is intended to be fulfilled by a specific person. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded here. If the engagement is fulfilled by two or more persons, joint and several liability is excluded.

2.2 The client is deemed to have given the assignment itself, unless it has been expressly stated in writing in advance that the assignment is given on behalf of a third party and V.O. has confirmed that it accepts that third party as the Client. In the event that more than one party is involved, the client and these parties must themselves ensure and guarantee unambiguous instructions to V.O. The parties agree that the party indicated by V.O. on its confirmation as 'client' or 'principal' - or, in the absence thereof, the first mentioned applicant - shall be the lead party and that his/her instructions shall be leading for V.O. Unless otherwise agreed, V.O. will also only correspond with the client. V.O. shall, if so requested, or if deemed

necessary, also inform other (legal) persons and parties involved of the course of the assignment and keep them informed. In case of ambiguities or discrepancies, V.O. may require explicit instructions from the client. The client indemnifies V.O. against claims from other involved parties or third parties with which V.O. - given these instructions and/or method of communication - is confronted.

2.3 V.O. is entitled to call in third parties for the execution of an order.

2.4 Cost statements are not provided as standard.

Unless stated otherwise, they are approximate therefore only indications. Quotations are also always free of obligation, unless agreed otherwise.

2.5 An order is deemed to have been accepted after V.O. has confirmed it in writing, or after V.O. has started to perform the requested activities.

2.6 V.O. shall at all times endeavor to perform the assignments given to it to the best of its ability. V.O. shall not be obliged to perform work not explicitly assigned to it. Failure to perform work not explicitly instructed cannot lead to any liability. With regard to the assignment to file a patent application, a trademark or design filing or a utility model application, or to take over the representation or to perform other work, this assignment shall in any case include the assignment to report on the developments in respect of that assignment.

2.7 The client shall provide V.O. in good time with all information and instructions relevant to the execution of an order. The client must also inform V.O. in time and in writing of any changes in the address details, the name and other relevant details concerning the client and any other parties involved in the execution of the assignment. If the client does not comply with these obligations, this will be at his/her own risk.

2.8 All electronic communications, including e-mail, are considered to be in writing. The client and the other parties involved acknowledge that electronic communication is not safe and can be intercepted, manipulated, infected, delayed or misdirected, for example by viruses or spam

filters. If the client acts in the exercise of a profession or business, the applicability of Article 6:227b paragraph 1 of the Dutch Civil Code, which relates to the provision of information in e-commerce transactions, and of Article 6:227c of the Dutch Civil Code, which relates to the manner in which e-commerce transactions are effected, is hereby excluded.

2.9 V.O. shall not be obliged to forward any correspondence received by V.O. with regard to goods for the maintenance of which V.O. has not received an order. V.O. in any case does not take note of the content of this correspondence. Any risks associated with this shall be borne entirely by the client.

2.10 Parties may terminate their cooperation at any time. If, during the execution of an order, a conflict of interest arises as referred to in the applicable rules of conduct, or if there is a real threat that such a conflict may arise, or if sanctions imposed by governments or supranational bodies would directly or indirectly give rise to such a conflict, V.O. shall in any event be obliged to terminate its activities. The costs incurred up to and including termination and other amounts due shall then be settled and any remainder of an advance payment received shall be reimbursed.

3. Exclusion of liability

3.1 V.O. excludes all liability for damage, including but not limited to damage caused by one or more of its trademark attorneys, patent attorneys and/or lawyers and damage that can otherwise be attributed to V.O., unless the client proves that the damage suffered by them was caused by intent or gross negligence on the part of V.O. The liability will in any case be limited to the amount which is paid out under the applicable professional liability insurance policy taken out by V.O., plus, where applicable, the amount of the deductible which is not covered by this insurance.

3.2 In the event that the liability insurance referred to in Article 3.1 does not pay out, and V.O. is nevertheless liable, each liability is limited to a maximum amount of 100,000 euros. In addition, the amount to be paid by V.O. shall under no circumstances exceed the amount that the client has paid V.O. for the assignment in question.

3.3 V.O. excludes any liability for any inaccuracy and/or incompleteness of the literature sources consulted by V.O. and the registers consulted by it, as well as for inaccuracies and/or incompleteness in the information provided by the client or other parties involved. It shall under no circumstances be liable for damages resulting from communications made at the request or with the consent of the client.

3.4 V.O. also excludes any liability for damage attributable to third parties that it has engaged.

3.5 A claim for compensation shall lapse one year after the client has become aware or could reasonably have become aware of the damage in question and V.O. as potentially

liable party, unless it lapses or prescribes earlier under the applicable law.

3.6 V.O. and Stichting Beheer Derdengelden Oostenbroek Advocaten may retain funds from the client, other parties involved and/or third parties in connection with the execution of an order. V.O. and Stichting Beheer Derdengelden Oostenbroek Advocaten shall deposit these funds with a bank of their choice which is accredited with the Nederlandsche Bank. V.O. and Stichting Beheer Derdengelden Oostenbroek Advocaten shall not be liable if this bank fails to fulfil its obligations.

4. Invoices

4.1 Unless otherwise agreed, the client will be charged a fee for all work (in retrospect) based on the hourly rates applicable at the time of execution of the work and unilaterally set by V.O., multiplied by the number of hours spent on an assignment. Travel time will also be charged on the basis of the hourly rate. The hourly rates may be increased by a surcharge or factor by V.O. in the event of urgency, the need to take action outside regular office hours, or other extraordinary and unforeseen circumstances beyond V.O.'s control. V.O. also applies fixed fees. The client shall be charged all costs (such as taxes, court fees, invoices from foreign colleague agencies, translation costs, etc.) relating to the execution of an order.

4.2 V.O. may require the client to make an advance payment at any time. V.O. shall at all times be entitled not to commence or continue the work if such an advance has not yet been paid. V.O. shall also be entitled to discontinue/suspend the work in the event of default with regard to the payment of any (other) invoice of V.O. Any damage as a result of the failure to commence or the discontinuation/suspension of the work shall be borne entirely by the client.

4.3 Previously applied hourly rates shall, as a rule, be increased automatically and without prior notice as from 1 January in the event that V.O. is of the opinion that a general rate increase is justified on the basis of market conditions. If an employee of V.O. switches to a higher hourly rate as a result of longer work experience, his/her expertise, qualifications or increased experience, or acquires a new position, his/her previously applied hourly rate will be adjusted with immediate (and therefore interim) effect.

4.4 Unless expressly agreed otherwise in writing in advance, the client (pursuant to Section 6:83(a) of the Dutch Civil Code) shall be in default after the expiry of thirty days from the date of an unpaid invoice and shall owe V.O. interest at the statutory (commercial) interest rate increased by 2%. All reasonable costs incurred in order to obtain compliance with one or more of the aforementioned payment obligations shall be borne entirely by the client.

4.5 If it is requested to send the invoices to a (legal) person other than the client, the client is jointly and severally

liable for the payment of the invoices, interest and costs towards V.O.

4.6 Payments shall first be used to reduce all collection costs owed by the client, then to the interest owed and finally to the principal sum (in the order of the age of the outstanding invoices) and the interest accruing thereon, even if the client indicates to pay a different invoice, or if this is in favor of a different order. Settlement by the client is only permitted with the express written permission of V.O. The client cannot invoke suspension, discounts or other deductions. If a partial complaint is made, the client must pay the remaining part within the payment period.

5. Force majeure

5.1 Without prejudice to the other rights to which V.O. is entitled, in the event of force majeure it shall be entitled to suspend the execution of an order, or to dissolve the letter of engagement without judicial intervention, without being obliged to pay any compensation.

6. Termination / Right of retention

6.1 V.O. shall be entitled to terminate the agreement with the client outside of court in writing, if the client or any other financially responsible (legal) person designated by the client remains in default of fulfilment of his/her obligations, even after a written reminder has been issued.

6.2 V.O. is entitled, without any reminder or notice of default being required, to terminate the agreement with the client in writing outside of court, if the client and/or any other financially responsible (legal) person designated by the client is granted (provisional) suspension of payments, the bankruptcy of the client and/or one of these other parties has been applied for, or has been pronounced, the company of client and/or one of these other parties is liquidated, client and/or one of these other parties discontinues the current company, a substantial part of the capital of client and/or one of these other parties has been discontinued, or client and/or any other, financially responsible, (legal) person appointed by him/her is otherwise not deemed capable of fulfilling his/her obligations towards V.O.

6.3 V.O. is entitled to retain the client's files and all correspondence relating to the client's files until such time as the client or any other person or legal entity designated by him/her has fulfilled his/her payment obligations towards V.O.

7. Privacy

7.1 V.O. respects the personal data of the client and the other parties involved and ensures that these are treated confidentially. V.O. has taken technical and organizational measures to properly protect such data and asks its agents and suppliers to do the same.

7.2 Information - including personal data - that V.O. receives from the client and the other parties involved must, where appropriate, be shared with patenting bodies, trademark offices, courts and other parties involved in the execution of the order. This is in order to be able to meet the requirements set by these authorities and/or to fulfil the assignment. However, V.O. collects, stores, uses and communicates information obtained from the client and the other parties involved exclusively within the framework of the execution of the order(s) given to it, including the collection of invoices and the fulfilment of its own legal obligations. After completion of the order, this information shall be destroyed by V.O. or returned to the client, unless a storage period applies or if all this is desirable with a view to subsequent orders. (V.O. shall make a choice between these two). If permission has been given, contact information will also be used to send newsletters and offers from V.O. By providing information to V.O., the client and the other parties involved agree to this.

7.3 Requests for inspection, correction, limitation, transfer or removal of personal data can be addressed to clientrecords@vo.eu. The applicant will then receive notice from V.O. There may be circumstances under which V.O. cannot (fully) execute your request, for example because it is bound to secrecy, or because it is bound by professional rules or statutory retention periods.

7.4 The website(s) and other expressions of V.O. may contain 'buttons' and links for the purpose of promotion or to enable the sharing via (social media) networks of third parties - such as Twitter, LinkedIn or Facebook. V.O. does not supervise and is not responsible for the processing of data by these third parties. Use of these media is at the user's own risk. Please refer to the privacy statement included on the website www.vo.eu.

8. Dispute resolution

8.1 The legal relationship between the client and V.O. is exclusively governed by Dutch law. All disputes between the client and V.O. shall exclusively be submitted to the competent court in the district of The Hague.

8.2 The complaints procedure of Oostenbroek Advocaten (advocacy) shall apply to legal activities performed by V.O.'s own lawyers.

9. Versions of general terms and conditions

9.1 In the event of any discrepancy between the English, German or French text and the Dutch text of these general terms and conditions, the Dutch text shall be binding.

9.2 In the event that these general terms and conditions deviate from the engagement letter, the provisions of the engagement letter will apply.

9.3 V.O. is entitled to amend these general terms and conditions unilaterally. The amended terms and conditions shall be deemed to have been accepted if the client has

not objected to the amended terms and conditions within 14 days after the amended terms and conditions have been sent to them or have become known to them.

These general terms and conditions have been filed with the Chamber of Commerce (in Dutch) and can be consulted and downloaded (also in all translations) on the website of V.O.: www.vo.eu.