

GENERAL TERMS AND CONDITIONS

Article 1 APPLICABILITY

- 1.1 These general conditions apply to all offers, quotations, transactions, assignments, legal relationships and agreements, however designated (hereinafter 'Assignment'), whereby KNOX IP B.V., operating under the trade name LIOC Patents & Trademarks, (hereinafter 'Contractor') undertakes/will undertake to perform work for the Client. These conditions also apply to all work for the Contractor arising from the Assignment, as well as to any Assignment that follows or additions made to the Assignment. Applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- 1.2 Deviations from and additions to these general terms and conditions are only valid if they are expressly agreed in writing agreed upon. Other conditions are hereby expressly rejected by the Contractor.
- 1.3 If there is a deviation from these general terms and conditions by Contractor, these terms and conditions shall only apply to with respect to the specific Assignment to which the deviations relate.
- 1.4 In the event that these general terms and conditions and the Assignment contain mutually conflicting terms and conditions, the terms and conditions contained in the Assignment conditions included.
- 1.5 If one or more provisions of the Assignment or these general terms and conditions are invalid or non-existent in whole or in part prove to be enforceable, they shall be replaced by provisions to which this does not apply and which regulate as far as possible the same as the invalid or unenforceable provision. The other provisions will remain in force. If necessary, the Contractor and the Principal will consult further on the exact wording of the provisions that are replaced.

Article 2 IMPLEMENTATION OF THE CONTRACT

- 2.1 Assignments given to persons employed by Contractor are considered to have been given to Contractor, including if it is the intention that an Assignment be carried out by a specific person. Excluded is the effect of article 7:404 of the Dutch Civil Code that provides a different regulation for this and the effect of article 7:404 paragraph 2 of the Dutch Civil Code that establishes a joint and several liability in the event that two or more persons are granted an Assignment.
- 2.2 In respect of all work performed by Contractor on behalf of Client, Contractor is exclusively obliged to make every effort to the best of his ability. Under no circumstances shall the Contractor be under any obligation with regard to a result to be achieved.
- 2.3 The Contractor may reasonably perform more or different work than was commissioned if it is necessary for the proper execution of the commission deems necessary.
- 2.4 Not only Contractor, but also all persons who are involved in the execution of an Assignment by Contractor engaged, may rely on these general conditions.
- 2.5 An Assignment may be considered accepted after written confirmation by the Contractor, or after Contractor has commenced work on the Assignment. An Assignment such as the filing of a patent application, a trademark or design application or a utility model application or taking over the representation or performing other work, also implies reporting developments regarding the Assignment and doing everything that is required to achieve or maintain the objective intended with the Assignment. No rights or liabilities may be derived from a failure to perform work not explicitly assigned.
- 2.6 Client shall provide Contractor with all information and instructions relevant to the handling of an Assignment in a timely manner.
If, due to a lack of information or instructions from the Client, a deadline threatens to expire, the Contractor will, if possible, request an extension of that deadline. Fees and expenses for this work shall be charged to the Client in the manner provided for in Article 5.
- 2.7 Client should take good note that the failure of Contractor to start or cease work pursuant to Section 5.3 or 6.2 may or will result in the irrevocable expiration of intellectual property rights.
- 2.8 If, during the execution of an Assignment, it becomes apparent that a material conflict of interest in the continuation of that execution may arise with a previous assignment from another Client, or in the event that Contractor deems a breach of trust with the Client to be present, Contractor shall be entitled to terminate its work on the former Assignment.
- 2.9 Does an Assignment from the Principal consist of no more than the translation, authentication and/or validation of a granted European patent, then that assignment does not create a conflict of interest for the Contractor that would preclude the Contractor from acting for another Client against the Client.
- 2.10 An Assignment may be withdrawn by the Client at any time, but only in writing and subject to a period of 14 days. For work already carried out or work carried out by third parties called in before the end of this period, fees and costs will be charged to the Client in the manner provided for in Article 5.
- 2.11 With respect to searches to be conducted by Contractor for patents, trademarks, designs, trade names and such examinations are not guaranteed to be complete, nor is any other guarantee given with regard to the results of such examinations. The decision whether or not to trademark or register or execute an invent or design, as well as all other decisions as a result of an examination, shall be made entirely by and at the expense and risk of the client.

- 2.12 In the case of renewals of registrations of trademarks or designs or maintenance of patents or other acts necessary for the maintenance of rights, the Contractor will endeavour to remind the Client of the relevant deadline.
- 2.13 The Client shall be obliged to notify the Contractor promptly and clearly in writing of any changes in its address details and other details relating to its accessibility. Failing to do so, the Client's inability to be reached shall be at its own risk.

Article 3 ELECTRONIC COMMUNICATIONS

- 3.1 During the execution of the Assignment, the Client and the Contractor may communicate with each other by electronic means.
- 3.2 Contractor shall not be liable to the Client for any loss or damage resulting from the use of electronic means of communication, including - but not limited to - loss or damage resulting from failure to deliver or delay in delivering electronic communications, interception or manipulation of electronic communications by third parties or by software/hardware used for transmitting, receiving or processing of electronic communications, transmission of viruses and failure of the telecommunications network or other means required for electronic communications to function properly or at all, except in so far as the loss or damage is the result of wilful misconduct or gross negligence.
- 3.3 Both the Client and the Contractor shall do or omit to do all that may reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.
- 3.4 The data extracts from the sender's computer systems provide conclusive evidence of (the contents of) the electronic communication sent by the sender until the recipient has provided proof to the contrary.

Article 4 LIABILITY

- 4.1 The Client shall be entitled to compensation if the Contractor is liable in law for the consequences of an error in the execution of the Assignment given to the Contractor, except to the extent provided otherwise in the Contractor's general terms and conditions or agreed otherwise between the parties in the context of the Assignment.
- 4.2 The Contractor shall only be liable for damages that are based on a close relationship with an attributable failure in the work performed by the Contractor that can be attributed to the Contractor.
- 4.3 The Contractor shall not be liable for loss not directly related to an attributable breach by it, including but not limited to lost turnover, lost profit, lost opportunities, lost savings and reduced goodwill. The above shall not apply in the event of intent or wilful recklessness on the part of the Contractor; the burden of proof in respect of any liability of the Contractor shall then rest with the Client.
- 4.4 The Contractor excludes all liability for any incorrectness and/or incompleteness of the literature sources consulted by the Contractor and the registers consulted by the Contractor, as well as for any incorrectness and/or incompleteness of the information provided by the Client.
- 4.5 No liability or right can ever be derived from not carrying out work that has not been explicitly assigned. This also applies to work not explicitly ordered as a result of the non-arrival of postal items due to the failure to change the address of the client.
- 4.6 The Contractor shall be entitled to engage third parties in the performance of an assignment. The Contractor excludes all liability for damage attributable to third parties engaged by it.
- 4.7 If it should be judged that the Contractor can be held liable vis-à-vis the Client for damage in connection with the execution of an assignment, then the Contractor's total cumulative liability, on any account whatsoever, is limited as follows:
- 4.8 The Contractor shall only be liable in the event of a material error and its liability shall in any event be limited to the amount charged by the Contractor for the assignment in question with a maximum of € 100,000.
- 4.9 For an Assignment with a lead time of more than twelve (12) months, the amount for which the Contractor can be held liable shall be limited to a maximum of the amount invoiced by the Contractor in the context of the Assignment over the last twelve (12) months.
- 4.10 If the Contractor is covered for all or part of the loss under an insurance policy, the Contractor shall be liable up to a total maximum of the amount paid out by the Contractor's insurer, plus the Contractor's excess under that insurance policy;
- 4.11 The Client cannot invoke a shortcoming in work performed by the Contractor if the Client has not complained to the Contractor within ten days after the shortcoming was discovered, or reasonably could have been discovered. The right to compensation, and any other right of the Client in connection with a shortcoming on the part of the Contractor, shall in any event lapse after the expiry of 12 months from an event causing damage.

Article 5 DECLARATIONS

- 5.1 The Client will be charged a fee based on the hourly rates, multiplied by the number of hours or parts of hours spent on an Assignment, unless agreed otherwise. The Contractor also uses fixed fees. The Principal will also be charged all costs, such as taxes, court registry fees, third-party costs and expense claims of foreign agents, in connection with the execution of an Assignment. A pro rata amount for general office expenses will also be charged on each invoice
- 5.2 A cost estimate issued by the Contractor is indicative only and no rights of any kind may be derived from it, unless otherwise expressly stated in writing. The amounts stated herein are exclusive of VAT and office expenses.
- 5.3 The Contractor may at any time require the Client to make an advance payment. The Contractor shall then be entitled not to commence or continue any work until the advance payment has been made by the Client. Any damage resulting from the non- commencement or cessation of work shall be fully borne by the Client.
- 5.4 The Contractor is entitled to unilaterally adjust its rates periodically without informing the Client thereof in advance. An up-to-date overview of the applicable rates will always be sent to the client on first request.

Article 6 PAYMENT

- 6.1 Payment must always be made within 14 days of the invoice date, unless otherwise stated in writing by the Contractor. Contractor is entitled to invoice periodically.
- 6.2 After the expiry of the payment term indicated on an unpaid invoice, the client shall be in default and shall be obliged to owe Contractor interest equal to the statutory interest rate plus 2% in addition to a collection charge of 3.5% of the unpaid invoice amount, with a minimum of €150.
- 6.3 If, after being reminded to do so, the Client still has not paid or has not paid in full, the unpaid amount will be handed over for collection. In that case, in addition to the increase in accordance with the previous paragraph, there will also be all extrajudicial collection costs and judicial costs incurred to obtain satisfaction of one or more obligations of the Client shall be borne in full by the Client. The client accepts 15% of the principal sum then due as extrajudicial collection costs.
- 6.4 The Client shall never be entitled to set off the amount he owes to the Contractor. Objections to the amount of the amount of an invoice shall not suspend the payment obligation.
- 6.5 The Client remains liable for the payment of outstanding claims at all times, even if the Client has indicated that the Assignment was made on behalf of a third party.
- 6.6 If the commission is given by more than one (legal) person, each of them will be jointly and severally liable for the payment of the invoice. If, at the request of the Client, the invoice must be sent to a (legal) person other than the party entitled to any IP right arising from the assignment, the Contractor has a right of recourse against both the (legal) person in whose name the invoice is issued and the party entitled to the IP right.
- 6.7 If the Client, after being reminded to do so, fails to fulfil its payment obligations towards the Contractor, all Assignments placed by the Client shall be deemed to be suspended, without the Contractor being under the obligation to notify the Client of any such suspension.

Article 7 COMPLAINTS

- 7.1 Complaints about the execution of the Assignment must be submitted to the Contractor in writing, complete and clearly described, within 30 days of delivery of the service. After the expiry of this period without a complaint having been lodged, it can no longer be invoked in or out of court.
- 7.2 A complaint submitted will be responded to within 14 days from the date of receipt.
If a complaint requires a foreseeably longer processing time, Contractor will respond within the 14-day period with a notice of receipt and an indication of when Client can expect a more detailed response.
- 7.3 If the complaint cannot be resolved by mutual agreement, a dispute arises that is amenable to a dispute resolution under article 14.

Article 8 FORCE MAJEURE

- 8.1 The Contractor shall not be obliged to fulfil any obligation towards its Client in the event of force majeure, in other words, if it is prevented from doing so as a result of a circumstance, foreseen or otherwise, which is not due to its fault and for which it is not responsible by virtue of the law, a legal act or generally accepted practice.
- 8.2 Illness or other incapacity of employees or auxiliary persons of the Contractor shall also be included in the definition of force majeure as provided for in clause 8.1.
- 8.3 Without prejudice to the other rights to which the Contractor is entitled, in the event of force majeure, the Contractor shall be entitled to suspend the execution of an Assignment or to dissolve the order agreement, or at least the agreement on which the Assignment is based, without judicial intervention and without the Contractor being liable for any compensation.
- 8.4 To the extent that the Contractor has already partially fulfilled its obligations arising from the Assignment or will be able to fulfil them when the force majeure occurs, and that part fulfilled or to be fulfilled has independent value, the Contractor shall be entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate/replacement Assignment.

Article 9 DISSOLUTION

- 9.1 The Contractor shall be entitled to terminate the agreement (on which the Assignment is based) with its Client in writing out of court if the Client remains in default after having given the Client a reasonable time for performance by means of a written reminder.
- 9.2 The Contractor is entitled to terminate the agreement (on which the Assignment is based) with its Client extra-judicially and in writing, without any reminder or notice of default being required, if the Client is granted a (provisional) moratorium, if a petition is filed for the Client's bankruptcy or bankruptcy is pronounced, if the Client's company is liquidated or otherwise dissolved, if the Client discontinues its current company, if a considerable part of the Client's capital is seized, or if the Client must otherwise be deemed unable to fulfil its obligations vis-à-vis the Contractor. In this case the Contractor shall be entitled to demand payment for work already performed and costs, damages and interest incurred, caused by the Client's default.
- 9.3 Contractor shall be entitled to retain Client's files and all correspondence relating to Client's files until Client has fulfilled its payment obligations to Contractor.

Article 10 RIGHT OF SUSPENSION

- 10.3 The Contractor shall be entitled, after careful consideration of interests, to suspend the performance of all its obligations, including the handing over of documents or other items to the Client or third parties, until such time as all due and payable claims against the Client have been settled in full.

Article 11 CONFIDENTIALITY

- 11.1 The Contractor shall keep confidential any information provided by the Client before, during or after the execution of the Assignment if such information is marked as confidential or if it knows or should reasonably suspect that the information was intended to be confidential.
- 11.2 If, during the execution of the Assignment, the Contractor must become aware of confidential data (stored and/or distributed via the Client's systems), the Contractor shall make every effort to limit the knowledge of the data as much as possible.
- 11.3 The obligations of this Article shall continue after termination of the Assignment for any reason and for so long as the providing Party can reasonably claim the confidentiality of the information.

Article 12 USE OF DATA

- 12.1 The Client grants the Contractor permission to process Personal Data of the persons involved with the Client in the performance of its work, in compliance with the General Data Protection Regulation (GDPR) and only to the extent necessary for the proper performance of the work assigned by the Client. You can find more information about this in our Privacy Statement.

Article 13 INTELLECTUAL PROPERTY

- 13.1 The copyright and any other applicable intellectual property rights in the Assignment developed or made available, such as agreements, licenses, analyses, designs, advice, reports and quotations, as well as preparatory materials thereof, rests with the Contractor. The Client will only acquire the rights of use and powers that arise from the scope of the Assignment, or that are granted in more detail in writing.

Article 14 DISPUTES

- 14.1 The legal relationship between the Client and the Contractor shall be governed exclusively by Dutch law, even if an obligation is wholly or partially fulfilled abroad or if the party involved is domiciled there. The applicability of the Vienna Sales Convention is hereby excluded between the parties.
- 14.2 All disputes between the Client and the Contractor shall be submitted exclusively to the competent court in the arrondissement 's- Hertogenbosch.
- 14.3 The Dutch text of these General Terms and Conditions shall be binding in the event of disputes concerning the content or scope of these conditions in any translation.

Article 15 AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

- 15.1 The Contractor shall be entitled to amend or supplement these General Terms and Conditions.
- 15.2 Amendments to these general terms and conditions also apply to agreements already concluded and to Assignments already commenced. If the Client does not accept a change or addition to the updated General Terms and Conditions, the Client may terminate the contract (underlying the Assignment) by the date on which the amended terms and conditions take effect. This is only possible with observance of the applicable notice period, unless the changes or additions do not justify termination because no performance is provided that differs substantially from the original performance.
- 15.3 In the event of a termination by the end of the term for which an Assignment was entered into or - in the case of an Assignment is contracted for an indefinite period - by the end of a calendar month, obligations from current Assignments arising from the previously concluded agreement must be fulfilled by the Client in compliance with the initially agreed general conditions, i.e. without the subsequent amendments.
- 15.4 These general terms and conditions have been drawn up in Dutch and English. In the event of any dispute regarding the contents or The Dutch text shall be binding.