

## GENERAL TERMS AND CONDITIONS OF IP~ATELIER

### 1 About IP~Atelier

- 1.1 IP~Atelier B.V. is a limited liability company, registered with the Chamber of Commerce under number 70039690 (**IP~Atelier**).
- 1.2 IP~Atelier has its office in Utrecht, the Netherlands, at the address 2e Daalsedijk 6a, 3551 EJ, Utrecht, the Netherlands.
- 1.3 IP~Atelier has a professional liability insurance (*beroepsaansprakelijkheidsverzekering*) and liability insurance for companies (*aansprakelijkheidsverzekering voor bedrijven*) with worldwide coverage at Aon Risk Solutions (PO Box 12250, 100 AG Amsterdam | Paalbergweg 2-4, 1105 AG Amsterdam).
- 1.4 IP~Atelier has no escrow account (*stichting derdengelden*) and is therefore not able to receive escrow payments.

### 2 Applicability and interpretation

- 2.1 These general terms and conditions of IP~Atelier (the **General Terms**) apply to any and all services provided by IP~Atelier.
- 2.2 These General Terms form an integral part of the agreement between IP~Atelier and a Client (as defined below) for the provision of services.
- 2.3 These General Terms and the agreement for the provision of services shall hereinafter collectively be referred to as the **Agreement**.
- 2.4 Unless expressly stated otherwise, (i) the definitions beginning with capital letters have the meaning as set out in these General Terms, (ii) words in the singular include the plural and in the plural include the singular and (iii) "clause" refers to a clause in these General Terms.

### 3 Client

- 3.1 For the purpose of these General Terms, the **Client** shall mean the (legal) person who receives IP~Atelier's services, regardless of whether a fee has been agreed between parties.
- 3.2 Pursuant to applicable supervisory legislation, including the Anti money laundering and anti terrorist financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*), IP~Atelier is obliged to identify its Client and, under certain circumstances, report unusual (financial) transactions involving the Client to the competent authorities. IP~Atelier is not permitted under this supervision legislation to inform the Client of the above notification.
- 3.3 The Client is aware of IP~Atelier's abovementioned obligations and by entering into the Agreement, the Client hereby agrees to the extent necessary.

## 4 Services

- 4.1 IP~Atelier shall use its best efforts (*zich inspannen*) to provide the services as described in the Agreement (the **Services**) with due care.
- 4.2 IP~Atelier provides its Services exclusively from a Dutch law perspective. If desired, IP~Atelier is able to bring the Client in contact with attorneys or other legal professionals in other jurisdictions. However, such (legal) person shall never be considered IP~Atelier's auxiliary person.
- 4.3 All Services shall be provided as an obligation to use best efforts, unless IP~Atelier expressly agreed on a result to be achieved and such result is sufficiently determinable.

## 5 Fees and payment

- 5.1 Unless expressly stated otherwise in the Agreement, IP~Atelier shall provide the Services on a time material basis based on the applicable hourly rates as set out in the Agreement (the **Fees**). The Fees shall be in euros and are exclusive of 21% VAT.
- 5.2 All other costs incurred by IP~Atelier in connection with the execution of the Agreement, including without limitation the costs of auxiliary persons engaged by IP~Atelier or court fees, shall be fully charged by IP~Atelier to the Client.
- 5.3 IP~Atelier shall invoice the Fees and the costs referred to in clause 5.2, increased with 21% VAT, to the Client at the end of a calendar month.
- 5.4 The Client is obliged to pay the invoiced in cleared funds within fourteen (14) days after the invoice date. The Client is not entitled to suspend any payment or to set-off any amounts.
- 5.5 IP~Atelier has the right to adjust the applicable hourly rates – if applicable: during the term of the Agreement - on an annual basis with effect from 1 January of a calendar year, inter alia on the basis of the price index for business services.

## 6 Limitation of liability

- 6.1 IP~Atelier's total liability either based on breach of contract, wrongful act or on whatever ground shall at all times be limited to the amount covered by IP~Atelier's insurance. Aforementioned amounts shall be inclusive of the risk that IP~Atelier carries out in connection with the insurance. The insured amount of IP~Atelier's professional liability insurance is EUR 2,000,000 per claim and the insured amount of the liability insurance for companies is EUR 1,250,000 per claim with a maximum of two claims per insurance year.
- 6.2 If, for whatever reason, no amount is indemnified under said insurances, IP~Atelier's total liability on whatever ground shall be limited to the amount (exclusive of VAT) paid by the Client in the respective matter or EUR 50,000, whichever is the lowest.
- 6.3 IP~Atelier's liability for auxiliary persons, being the (legal) persons whose services IP~Atelier uses in the performance of the Agreement, is excluded. In the event IP~Atelier acts as the Client's representative, the Client hereby grants IP~Atelier the right to accept any limitation of liability on behalf of the Client of a auxiliary person who wishes to limit its liability.

6.4 Nothing in these General Terms shall exclude or limit IP~Atelier's liability caused by wilful intent or gross negligence of IP~Atelier (*opzet of bewuste roekeloosheid van IP~Atelier*).

6.5 Any and all claims for damages shall lapse within one (1) year after the day the Client became known with the damages and IP~Atelier as the liable party.

## 7 Complaints

7.1 Client satisfaction is of great importance to IP~Atelier. IP~Atelier will do everything possible to serve Clients as good as possible.

7.2 If a Client is unexpectedly dissatisfied with the conclusion or performance of the Agreement, the quality of service or the billed amount, IP~Atelier provides a law firm complaint procedure (the **Complaint Procedure**) to which Clients may appeal. This Complaint Procedure can be found at [www.ip-atelier.nl](http://www.ip-atelier.nl).

## 8 Miscellaneous

8.1 If any provision of the Agreement is or becomes invalid or non-binding, parties shall remain bound by all other provisions hereof. In that event, Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and the Agreement.

8.2 These General Terms are available in Dutch and English. In case of discrepancies between the Dutch version and the English version, the Dutch version shall prevail.

## 9 Governing law and disputes

9.1 These General Terms and the Agreement are construed in accordance with and are governed by the laws of the Netherlands.

9.2 Any dispute arising out of or in connection with the Agreement shall be exclusively be referred to the competent court of Midden-Nederland, location Utrecht, the Netherlands.