

## **GENERAL TERMS AND CONDITIONS BRIGHT ip lawyers**

### **Art. 1 BRIGHT ip lawyers**

- 1.1. BRIGHT ip lawyers is a private company with limited liability, incorporated under the laws of the Netherlands, for the purpose of practising law.
- 1.2. The stipulations in these General Terms and Conditions are made not only for the benefit of BRIGHT ip lawyers, but also for the benefit of all persons working for BRIGHT ip lawyers or engaged in the performance of engagements.

### **Art. 2 Engagement Agreement**

- 2.1 BRIGHT ip lawyers is free to let engagements provided to it be carried out under its responsibility by staff members of BRIGHT ip lawyers, or, where appropriate, by third parties.
- 2.2 These General Terms and Conditions apply to all parties providing engagements to BRIGHT ip lawyers. Applicability of the general terms and conditions of the party providing the engagement is expressly rejected.
- 2.3 To comply with legal obligations, the party providing the engagement is obliged to identify itself with a valid identification document when providing the engagement, or immediately upon first request thereafter.

### **Art. 3 Liability**

- 3.1 The personal liability of lawyers or (legal) employees working at the office of BRIGHT ip lawyers and their practice firm(s) is expressly excluded. Only BRIGHT ip lawyers can be held liable for any errors made.
- 3.2 If the performance of an engagement by BRIGHT ip lawyers leads to liability, such liability shall always be limited to the amount paid out in the case in question by the relevant liability insurance of BRIGHT ip lawyers, including the amount of the excess.
- 3.3 If, for whatever reason, no payment is made under the aforementioned liability insurance or if the policy unexpectedly does not provide cover, the liability of BRIGHT ip lawyers shall be limited to the fee charged by BRIGHT ip lawyers in connection with the relevant part of the engagement, subject to a maximum of € 25,000.

### **Art. 4 Engagement of third parties**

- 4.1 BRIGHT ip lawyers may engage third parties in the performance of engagements, including litigators, bailiffs and foreign lawyers. When engaging these third parties, BRIGHT ip lawyers shall exercise all due care and, if reasonably

possible, consult with the party providing the engagement in advance.

- 4.2 BRIGHT ip lawyers shall be authorised to accept any general conditions and limitations of liability on behalf of the party providing the engagement. Liability of BRIGHT ip lawyers for errors or shortcomings of the third party/parties engaged is expressly excluded, save in the event of intent or gross negligence of BRIGHT ip lawyers itself.

### **Art. 5 Rates, fees and payment**

- 5.1 For the performance of the engagement, the party providing the engagement shall owe a fee plus other costs and disbursements incurred by BRIGHT ip lawyers in the performance of the engagement on behalf of the party providing the engagement. The fee and the costs and disbursements payable by the party providing the engagement shall, insofar as applicable, also be subject to value added tax.
- 5.2 For services and work carried out by BRIGHT ip lawyers, the party providing the engagement shall owe a fee which, unless a special rate has been agreed for the provision of services, shall be calculated on the basis of the time spent on the provision of the services at the hourly rates applicable to the lawyer or legal employee concerned at the time of provision of the services. An hourly rate agreed with BRIGHT ip lawyers or set by it may unilaterally and reasonably be adjusted by BRIGHT ip lawyers annually.
- 5.3 Payment of invoices from BRIGHT ip lawyers must be made, without suspension or setoff, within 14 days of the invoice date.
- 5.4 BRIGHT ip lawyers shall at all times be entitled to charge the party providing the engagement several advance payments on the fee to be invoiced to it and/or the costs to be incurred for the party providing the engagement or out-of-pocket expenses to be paid. As long as an advance charged to the party providing the engagement has not been paid (in full), BRIGHT ip lawyers shall be entitled to suspend its work.
- 5.5 In the event of late payment, the party providing the engagement shall be in default by operation of law, and the party providing the engagement shall be due statutory interest under Article 6:119a of the Dutch Civil Code. All (extra)judicial costs relating to the collection of invoices - with a minimum of 15% of the amount to be collected - shall be for the account of the party providing the engagement. The

judicial costs shall not be limited to the litigation costs to be liquidated, but shall be borne in full by the party providing the engagement if he is (predominantly) placed in the wrong or ruled against.

- 5.6 If the party providing the engagement is a party other than the client, the client and the party providing the engagement shall be jointly and severally liable for what is owed to BRIGHT ip lawyers in respect of the services or work performed for the party providing the engagement.
- 5.7 In case of any questions regarding the invoice, the party providing the engagement may ask BRIGHT ip lawyers for a further explanation or specification. The party providing the engagement has the right to dispute the correctness of an invoice in writing, stating reasons, within four weeks of sending an invoice, failing which the invoice shall be deemed to be correct and due by the party providing the engagement. Disputing the invoice shall not affect the payment obligation of the party providing the engagement.

### **Art. 6 Applicable law and competent court**

- 6.1 All agreements between the party providing the engagement and BRIGHT ip lawyers shall be governed by Dutch law.
- 6.2 Disputes will be settled exclusively by the competent court of the Zeeland-West Brabant Court.

### **Art. 7 Termination of the engagement**

- 7.1 BRIGHT ip lawyers shall be free to unilaterally terminate an engagement without giving reasons. In that case, the work performed up to the moment of termination must be paid.
- 7.2 After termination of the engagement, all documents originating from the party providing the engagement will be returned to the party providing the engagement (in copies) at its request, provided that the amount due by the party providing the engagement in respect of the engagement has been paid. An obligation of BRIGHT ip lawyers to retain the file of the party providing the engagement or any documents still forming part thereof can no longer be invoked if five years have elapsed since the termination of the engagement or the last invoice sent in respect thereof.