

General Terms and Conditions

Article 1 Applicability of these General Terms and Conditions

- 1.1 These general terms and conditions (“Terms and Conditions”) apply to all offers and requests for offers, any agreements resulting there from and any other legal relationship between N.V. Nederlandsch Octrooibureau and/or NLO Shieldmark B.V. (the “Supplier”) and another party (the “Principal”), whereby the Supplier provide(s) or is to provide certain services.
- 1.2 Any general terms and conditions of the Principal are explicitly excluded from the legal relationship between the Supplier and the Principal.
- 1.3 All assignments given to persons working at the Supplier are deemed to have been given exclusively to the Supplier, also if the assignment is intended to be carried out by a specific person. Any joint and several liability in cases an assignment is granted to two or more persons is excluded. These Terms and Conditions also apply to additional and subsequent assignments.
- 1.4 In the event of the introduction of new or amended general terms and conditions, they will lawfully apply to the legal relationship between Supplier and the Principal with effect from the publication date of the said new or amended general terms and conditions.
- 1.5 Those persons (both natural and legal persons such as legal entities) who are any way whatsoever directly or indirectly involved in carrying out assignments granted to the Supplier can also rely on these Terms and Conditions, including Article 6, by way of third party clause.

Article 2 Scope of the agreement

- 2.1 In the performance of the activities connected to any assignment from the Principal, the Supplier shall as far as reasonably possible, observe the standard of a careful and diligent supplier. The Supplier does not guarantee the envisaged result. Accordingly, the Supplier’s obligations under any agreement with the Principal shall solely amount to obligations to use its best efforts.
- 2.2 If the Principal’s assignment only consists of translating, certifying and/or validating a European patent or Unitary patent, that assignment does not constitute a conflict of interest that would prevent the Supplier from rendering services to another principal against the Principal.
- 2.3 If the Principal’s assignment constitutes a conflict of interest for the Supplier, this will be disclosed to the Principal in a timely manner. The Supplier holds the right to refuse the assignment of the Principal, regardless of previous assignments or the moment that the assignment was given. If during the execution of the assignment, a conflict of interest arises, the Supplier has the right to end its activities without being held liable for earlier termination, give back the assignment and terminate the agreement. The Principal will in compensate the Supplier for all services rendered up to the moment of termination.

Article 3 Engagement of third parties

- 3 The Supplier is entitled to engage one or more third parties such as external advisers, patent attorneys, foreign attorneys, technical experts or trademark attorneys, to carry out any assignment. The Supplier is allowed to accept on behalf of the client limitations of liability as well also other general conditions used by these parties. Therefore the Supplier is neither liable for failures or errors of that third party nor for any ensuing or related damage.

Article 4 Fees, disbursements, costs and advance payments

- 4 To the extent not otherwise agreed upon in writing, the Supplier is entitled to a fee to be fixed on the basis of the hourly rate prevailing at the time of carrying out the assignment as well as to a reimbursement for handling activities, advance payments and costs such as telephone, fax, postage and copying costs incurred by the Supplier in carrying out an assignment, plus any VAT

due. If two or more Principals grant an assignment, they are liable jointly and severally to the Supplier for the fee and reimbursement. The Supplier may request advance payments and issue provisional expense statements. An expense statement shall be paid not later than twenty one (21) calendar days after the date of issuance of the statement by having the final amount on the statement credited to the bank account referred to on the statement. The amounts due to the Supplier are to be paid in Euros. Commercial interest will accrue on the unpaid amount due at the statutory rate from the twenty-second (22nd) calendar day following the date of invoice, or if a payment term other than twenty one (21) calendar days was agreed, from the calendar day following the expiry of that payment term. Setting off a counterclaim is not permitted. If payment is not made on time, without prejudice to his other statutory rights, the Supplier will be entitled, at his own discretion, to suspend performance of the agreement or dissolve the agreement. The Supplier shall be entitled to compensation of all judicial and extrajudicial costs incurred if the Principal fails to meet any payment obligation towards the Supplier. Extrajudicial costs shall include but shall not be limited to any costs associated with sending payment reminders and/or notices of default and are fixed at a minimum of 15 percent (15%) of the amount to be collected, subject to a minimum amount of € 500.

Article 5 Liability

- 5.1 The total aggregate liability of the Supplier no matter how it arises, relating to one or more faults in connection with one or more assignments, shall be limited as follows:
 - a. in the event that the Supplier's liability for the damage is covered by insurance, the amount ultimately paid out by the Supplier's professional liability insurance plus the applicable own risk, up to a maximum of € 10.000.000,00;
 - b. in the event that the Supplier's liability is not covered by a pay-out by the Supplier's insurance company, the Supplier shall only be liable in the event of a material error as a result of negligent actions of Supplier and the liability will be limited to the amount that the Supplier received for the relevant assignment(s), up to a maximum amount of € 250.000,-.
- 5.2 Any entitlement of the Principal to damages and/or compensation lapses, if the damage, after the moment of its actual discovery or the moment at which it should have been discovered, is not promptly and no later than after 10 days reported to the Supplier in writing and in any event as soon as twelve months have elapsed since the event which resulted in the damage and for which the Supplier is liable.
- 5.3 The foregoing also applies if the Principal claims damages and/or compensation on the basis of a claim assigned by another party. In the event that a third party claims compensation from the Supplier for damage that he has suffered as a result of or in connection with an assignment granted by the Principal carried out by the Supplier, the Principal shall indemnify the Supplier against that claim and the costs related thereto to the extent that the Supplier is to pay a higher amount than he would have paid had the Principal claimed such compensation himself. The Supplier shall not invoke this limitation of liability to the extent that any damage is the result of the willful misconduct or gross negligence of its executive management. The Principal shall never have a claim for damages and/or compensation, irrespective of its legal basis, vis-à-vis any natural person, employee and/or director of the Supplier or any legal entity that the Supplier has concluded a contract with in relation to the course of its business.
- 5.4 In any event of liability on the basis of any error or negligence, Supplier will be exclusively liable. Any persons connected to Supplier, such as any current or future direct or indirect shareholders, or partners, employees, advisors, interns, etc. will not be liable under any circumstances.

Article 6 Termination

6. Unless parties have agreed otherwise in writing, each party is entitled to terminate the agreement, taking into account a notice period of at least 30 days. The Principal will in any event compensate the Supplier for all services rendered up to the moment of termination.

Article 7 Personal Data processing & security

- 7.1 Supplier respects the (personal) information and data of the Principal and other parties involved with the assignment, and makes sure the information is processed confidentially. The Principal is expected and obliged to process and handle company data of the Supplier in identical confidential manner.
- 7.2 The Supplier qualifies as controller for the processing of personal data in the context of its services and processes personal data in accordance with its [privacy policy](#). In the context of its services, the Supplier uses digital communication and cloud computing. The Principal agrees to the Supplier using digital communication tools and services, including cloud services, for data storage and transmission. The Supplier takes appropriate measures to secure the personal data. The Supplier is neither liable for any loss of, or unauthorized access to, data if this occurs despite the measures taken, nor if this occurs when data is transferred over public networks or when third-party networks and systems are used.
- 7.3 NLO staff may use artificial intelligence (AI)-based tools in performing their duties, unless parties agree otherwise in writing in relation to a specific assignment. NLO maintains an internal AI code of conduct, a copy of which is available to its clients upon request. The use of AI does not in any way diminish or affect NLO's responsibility to perform this Agreement in accordance with Article 2.1.

Article 8 Jurisdiction and choice of forum

- 8.1 Unless otherwise agreed in writing, the competent court in Amsterdam, the Netherlands, shall have exclusive jurisdiction over any and all disputes between the Principal and the Supplier. The foregoing does not prejudice the Supplier's right to submit a dispute to a court that would have jurisdiction in the absence of this clause.
- 8.2 All disputes between the Principal and the Supplier are governed solely by Dutch law.