

**1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS**

Thank you for instructing Linden & De Roeck (hereafter "LDIP", "We" or "Us/us") to act for you. We will provide you with confidential professional advice on intellectual property and related matters.

We will carry out all work for you under these General Terms and Conditions of Business (hereafter GTC) which prevail over all other general or special terms and conditions originating from you, which, in the absence of prior written acceptance by us, shall not be binding on LDIP regardless of the time at which they were brought to our attention.

Your acceptance of the LDIP's proposed services/offer, your instructions to perform a service or the payment of our invoice entails your unconditional acceptance of the GTC and of our fees.

Not relying on any of the clauses in these GTC shall not be interpreted as a waiver for LDIP to rely on these general terms at a later stage.

LDIP may modify these GTC at any time and without prior notice. The applicable GTC are those in force at the date you accepted an offer of services.

In case of emergency or continuation, as foreseen under point 3 below, the GTC in force, on the date we issue the proposal of service, are applicable.

LDIP may make exceptions to the GTC with special provisions.

The GTC are at your disposal upon request or on-line.

**2. OBLIGATIONS OF LDIP**

It is our responsibility to practice competently, conscientiously and objectively, putting your interests foremost while observing applicable laws and regulations and in accordance with professional standards.

We cannot act simultaneously for two clients whose interests, in the matter on which we are advising, conflict unless both clients consent to such an arrangement.

It is helpful if potential new clients identify to us any firms or companies for whom they believe we will be unable to act without a conflict of interest arising. Sometimes, conflicts arise later because, for example, you acquire (or are acquired by) new companies or diversify into new areas of business. In such circumstances, we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the party in question, generally the party with the shorter relationship with us. Because of obligations of confidentiality it is often not possible for us to identify the other party or the subject matter involved when we advise you that we can no longer act for them.

In that respect and except upon express instructions from you, we are not bound to verify if there is any possible conflict of interest with another party.

LDIP provides its services with the obligation of confidentiality to which industrial property consultants are bound.

LDIP accepts no liability as to your choice or operation of the Services supplied to it. In particular, you are solely responsible for the choice of the industrial property title(s) you acquire via the intermediary of LDIP and, accordingly, agrees not to exercise any recourse against the same on this count.

**3. ORDER**

LDIP will perform any services after having received your prior acceptance of an offer of services.

We rely on you to give us timely, complete and accurate information and instructions. We prefer, where possible, to have oral instructions confirmed in writing to avoid any possible misunderstandings. If it is unavoidable for you to provide us with oral rather than written instructions, we will confirm in writing the instructions we have received, as we understand them. IP Offices often impose time limits and failure to meet these limits can be fatal to the rights concerned. Whilst it is our responsibility to keep you informed of any relevant time limits, we cannot accept any responsibility if you fail to provide us

with instructions that are clear, complete and early enough to allow us to act within such official time limits. We will endeavour to inform you of time limits and of actions or instructions that are required, but we do not undertake to give further reminders, incur costs on your behalf, or take other action in the absence of instructions to do so. In this situation, your rights may be lost irrevocably.

If we receive late instructions we may not be able to implement them in time, in which case your rights may again be lost irrevocably. In the event of late instructions or late payments to us, urgency charges may be incurred which we shall have to pass on to you.

In case of urgency (such as the safeguard of your IP rights or of your interests) or if the services to be rendered are the continuation of a pending action, LDIP may perform (without obligation) the services at your costs without your formal acceptance. In that case we will inform you of the exact nature of the action to be taken and related costs (or an estimation) allowing you 24 hours to object the same.

#### **4. UPDATE INFORMATION**

We count on your full cooperation to disclose all information necessary to perform the most accurate services.

Unless otherwise agreed, we will assume that any person within your organisation may instruct us on your behalf. Having said that, it is often helpful if you can nominate any individual within your organisation to act as a primary point of contact for us.

You must inform immediately LDIP of any change related to the information you provided us.

We are not responsible for any damages or loss of right resulting from erroneous, incomplete, belated information or in absence of documents to be sent to LDIP prior to the requested deadline. In absence of clear and complete information or documents, LDIP will not be able to perform its services and will not be liable directly or indirectly for unperformed actions.

We will communicate with you using the latest address (email or postal address) you provided us. Any changes must be immediately notified to LDIP. We will not be responsible for any damages or loss of rights if a change of status, responsible, address or other contact information has not duly been notified to LDIP.

#### **5. ELECTRONIC COMMUNICATIONS**

We will mainly communicate with you by e-mail. Given that e-mails sent over the Internet may lack security and jeopardise confidentiality, we cannot accept responsibility for any corruption in the information communicated to you or its disclosure to other parties as a result of the interception of such communication. Due to the very nature of the Internet, we cannot accept responsibility for non-receipt or late receipt by you of such communications.

We shall be responsible for carrying out regular virus checks; however, we advise you to carry out your own virus checks on any communications (whether in the form of computer disc, e-mail, Internet or otherwise). To the extent that we have fulfilled our obligation above, we cannot accept responsibility (including in negligence) for any viruses that may enter your system or data by these or any other means. Furthermore, whilst we observe reasonable precautions, we cannot guarantee the security of our IT systems.

#### **6. DOCUMENTS PROVIDED BY LDIP**

You are bound to verify the accuracy of any document and information delivered by LDIP. In absence of reaction from you within 15 days or 24 hours before a deadline, LDIP considers the content of the documents or information delivered as accurate.

#### **7. TERM FOR PERFORMANCE**

LDIP will perform its services within a reasonable term and in accordance with its possibilities.

The term we provide is indicative and any overrun is not a ground for terminating the business relation or contesting the costs due for the services.

In case a provision is due, the term for performing the services starts as from receipt of payment on our account with its reference. In case we need information/document to perform the services, the term starts as from the first following working day we receive all the information/documents we need to carry out our services.

## **8. INTERVENTION OF THIRD PARTIES**

LDIP may entrust external providers or correspondents.

During our work for you we may need to instruct third parties (eg – foreign attorneys) to act on your behalf. We may instruct such third parties directly on your behalf, or alternatively you may need to sign a power of attorney or similar appointment to engage such third party.

Such third parties are not part of this Firm. Whilst we shall endeavour to select third parties we regard as being of good quality, we will not be liable for any default or negligence by such third parties. We shall, of course, monitor such third parties on an ongoing basis to ensure that the required service is provided and that our performance standards are maintained.

Any searches you request may be carried out by ourselves, by IP Offices or by an independent specialist searching firm. Due to the limitations and occasional errors in classifications, indices, algorithms, computer databases and official records/documents, no search can be guaranteed for comprehensiveness or accuracy. We will endeavour to point out any particular limitations when reporting search results and may recommend extending the search.

LDIP declines all liability due to an error or omission in prior rights searches, use investigation and technological monitoring or supervision of trademarks, designs or domain names (or other rights), in as much as all the necessary care and attention has been paid to carrying out this type of Service.

## **9. PROFESSIONAL FEES**

### **9.1 Our charges**

We will try to provide you with an indicative estimate of the expected charges, fees and costs for the services to be performed.

Our charges are principally based on the amount of our professional time spent on the matter, although other factors may also be taken into account.

Such factors may include the size and complexity of the matter and the degree of urgency involved. We may adjust our standard charges if highly specialized knowledge is required, or if the matter is complex and/or urgent. Fixed charges may apply in relation to specific tasks. Our hourly rates are primarily based on the seniority and experience of the professional staff involved. Our charges are calculated at the rates which are current when the work is carried out.

Our rates and fees are in euro and may be adjusted/indexed annually.

LDIP's fees do not include costs, taxes and outside fees incurred by LDIP for the needs of carrying out the Services. The costs, taxes and fees of external providers are invoiced in addition to LDIP's fees. Administrative costs for handling, processing, accounting and banking the invoices covering these costs, taxes and outside fees will be added thereto.

Due to the administrative costs incurred by the administrative processing of refunds, any refund of service-related expenses, official or administrative/attorney fees perceived by LDIP from a third party, will be reimbursed to you, only for an amount in excess of a two-hundred-and-fifty-euro flat fee (250 €) excluding VAT (tax), per service, which flat fee will be retained in all cases by LDIP.

The rates set forth in any offer of services are understood to be net and exclusive of taxes. Value-added tax (VAT), at the rate in force as at the date of invoicing, will be applied in addition where applicable by the law.

### **9.2 Payment of expenses**

You will be responsible for any expenses we incur on your behalf. These expenses may include IP Office fees, Counsel's fees, the costs of any experts or other agents (including, amongst others, any translators or foreign lawyers). They may also include such items as photocopying costs, couriers, travel and meeting expenses, legalisation, translation, telephone and fax charges. Whilst our fixed charges and hourly rates are predictable, you should appreciate that local representatives' charges and official fees are outside our control since they may be changed without notice and (in the case of foreign matters) vary with exchange rate fluctuations.

Administrative costs for handling, processing, accounting and banking the invoices covering those costs, taxes and outside fees will be added.

Offer of Services are subject to the reservation of variations of costs such as changes in official charges, changes of foreign agent's fees, variations in exchange rates, costs of services.

### 9.3 Payment on account

In accordance with the standard professional practices, we may require payment on account, particularly in respect of large items such as charges and expenses to be incurred in foreign filings and actions, in case we have not yet performed services for you or if debts are pending.

The amount of the provision requested may raise to the whole of the costs of the services, all taxes included.

When we make such a request, we will not carry out any instructed work until the requested payment, with its corresponding reference number, has cleared into our bank account.

### 9.4 Estimates

Upon request, we will try to give estimates of future charges in good faith based on our knowledge at the time. However, as charges may be affected by matters beyond our control and the amount of work involved often cannot be accurately forecast, such estimates will not be binding. Only some classes of work are suited to a firm advance quotation. If during the course of carrying out the work it becomes apparent to us that our actual charges are likely significantly to exceed our estimate, we will try to obtain your permission before exceeding our estimate.

If you would like to set an upper limit on the charges which may be incurred without prior reference to you then please let us know.

Requests of offers requiring specific preparations or meetings with us may be invoiced to you.

### 9.5 Invoicing

We would be happy to render invoices to and accept payment from another person nominated by you (for example, another company in the same group). However, please note that ultimate responsibility for making such payment will remain with you.

### 9.6 Late Payments

If the settlement of an invoice has not reached LDIP within a period of thirty (30) days from receipt of invoice, the corresponding amount will, without further notice, entail interests for delay of payment and recovery charges pursuant the legislation in force.

In addition to the recovery charges, LDIP may add an indemnity equal to 10% of the invoice with a minimum of 100 euros. An additional compensation may be claimed, upon evidence, if the recovery costs are higher than the amount of the fees mentioned under this provision.

If a requested payment on account is not made or if an invoice remains unpaid for after the 30 days payment period, we reserve the right to suspend all work on your behalf. This is without prejudice to our right to invoice for work undertaken before such suspension and to take legal action for the payment of our costs. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.

The costs inherent in any proceedings for recovering sums due (for instance before the courts) are at your charge.

## **10. FILES**

### 10.1 Ownership of files

Our files remain our property at all times. If you would like to transfer your work to another professional, we will copy the files relating to your work as you request (at your expense) and release the copy file(s) when all our charges have been paid.

## 10.2 Destruction of files

It is our normal practice to destroy our correspondence files, draft documents and other papers when the file is closed, that is more than five years old. Unless you tell us otherwise, we will assume that you are content with this arrangement. Renewals are separate.

### **11. DISPUTES**

Any contestation of our invoice must be notified by registered mail within 15 days following the date of the contested invoice.

No dispute can constitute a ground for suspending payment or withholding or offsetting money.

No action can be instituted (regardless the ground, nature, procedure) against LDIP more than 6 months from the date on which you have or should have had knowledge of our failure to meet one of our obligations.

### **12. LIABILITY - INSURANCE**

We are bound by a best endeavours obligation and will make all effort to ensure the due, timely and proper performance of our services.

LDIP has insurance covering its professional public liability for negligence and faults committed while carrying out its duties.

If we fail our obligations, our liability for any damage caused to you (including the loss of an intellectual property right or a missed deadline) and proven by you is limited to the lower of the following: (1) the total amount of the invoices paid by you for the services directly linked to the damage caused to you, or (2) one hundred euros (100.000 euros) subject to the acceptance of our insurance company.

We are not liable for any damages caused by or due to the intervention of third parties.

We are not liable for damages or suspension of our services in case of force majeure.

### **13. INTELLECTUAL PROPERTY**

LDIP's intellectual property rights contained on the documents submitted to you are reserved and are the exclusive property of LDIP. No use and/or operation of these intellectual property rights such as, without this list being exhaustive, photocopies, reproduction, publication, modification or transfer to a third party is authorised without the prior express agreement of LDIP.

LDIP agrees to respect your intellectual property rights.

### **14. CANCELLATION - DIVESTITURE**

You may put an end to our services at any time by serving us a written notice. This ending is at your own risk and entails the immediate payment of our pending invoices and for our services done or commenced even if not billed yet.

We have the same option of cancellation, in compliance with the professional obligations of the Belgium applicable Law.

In case of defaults on payment of the fees, costs and/or dues invoiced due to LDIP or if you fail to meet any of your obligation, LDIP may end its services 7 days after we gave you due notice to pay or to meet your obligations by letter or email. It does not affect LDIP possibility to claim damages and suspend all pending services.

Regardless of the grounds for termination, on written request, LDIP will deliver to you or its new attorney, all official documents of which it is the depositary as well as all the documents and information necessary for the performance or completion of the Services for which it was appointed. These services may be invoiced.

### **15. CHANGE OF SITUATION**

If your situation changes because of a.o death, dissolution, changes in your company, bankruptcy or any circumstances jeopardizing your solvency, we may ask that all due sums be paid immediately, even before the due date or ask guarantees (approved by us) that the commitment will be duly kept regardless the possible suspension or cancellation of our services.

## **16. GOVERNING LAW**

If a dispute arises between us about our services performed, we will together endeavor to find an amicable settlement.

In absence of amicable settlement within 30 days of the dispute arising, the matter will be brought exclusively to the Brussels courts. Belgian Law is applicable.

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