

GENERAL CONDITIONS AND COMPLAINTS PROCEDURE
LOUWERS ADVOCATEN B.V.
(LOUWERS IP | TECHNOLOGY ADVOCATEN)

1. Louwers Advocaten B.V.

- 1.1 Louwers Advocaten B.V. (also trading under the name "*Louwers IP/Technology Advocaten*"; hereinafter to be referred to as: Louwers Advocaten) is a limited liability company incorporated under Dutch law whose purpose is the pursuit of the legal profession. A list of the persons holding shares in Louwers Advocaten through their holding companies (also called "Partners") will be provided on request.
- 1.2 The clauses in these general conditions have been included not only for the benefit of Louwers Advocaten, but also for the benefit of all "Partners" (as referred to above) and all other persons working for Louwers Advocaten and all persons engaged by Louwers Advocaten in the execution of any instructions and all persons for whose acts or omissions Louwers Advocaten could be liable.

2. Agreement

- 2.1 A contract for professional services shall be formed with Louwers Advocaten only. This applies even if the client's explicit or tacit intention was that the instructions be carried out by a specific person. The effect of Article 7:404 of the Dutch Civil Code (*Burgerlijk Wetboek*) which contains rules for the latter case, and the effect of Article 7:407(2) of the Dutch Civil Code, which establishes several liability in cases in which instructions are given to two or more persons, are excluded.
- 2.2 Louwers Advocaten is free to arrange for instructions to be carried out under its responsibility by the Partners and members of staff of Louwers Advocaten to be nominated by it, with the engagement of third parties as the occasion arises.
- 2.3 Either party may terminate the agreement, if so desired with immediate effect, by giving notice of termination. The client is obliged to pay the fees and costs relating to the services until the moment of termination.

3. Liability

- 3.1 If the carrying out of instructions by Louwers Advocaten leads to liability, this liability shall always be limited to the amount paid out in the case concerned under the relevant liability insurance of Louwers Advocaten, plus the deductible that is for Louwers Advocaten's own account under the relevant insurance policy in the case concerned. The content and conditions of the professional liability insurance exceed the requirements set in this respect by the Netherlands Bar Association (*Nederlandse Orde van Advocaten*). A copy of the current professional liability policy will be sent to you on request.

- 3.2 If no payment should take place for any reason under the insurance policy referred to in 3.1, any liability is limited to the amount invoiced and paid by the client in the matter concerned in the then current calendar year, to a maximum amount of € 150,000 (one hundred and fifty thousand Euro).
- 3.3 If – other than by or in connection with the performance of an assignment of a client – damage or personal injury is inflicted on persons or goods for which Louwers Advocaten is liable, such liability shall always be limited to the amount or amounts paid out in the case concerned under the relevant general company liability insurance policy (*AVB*) of Louwers Advocaten, plus the deductible that is for Louwers Advocaten's own account under the relevant insurance policy in the case concerned.
- 3.4 The instructions that have been given shall be carried out exclusively for the client. Third parties cannot derive any rights from the content of the work carried out.
- 3.5 All claims of a client will lapse upon expiry of twelve (12) months after the performance of the services which are the basis for the claims concerned.

4. Client's obligations

- 4.1 If the client allows a third party to take cognizance of the content of the work carried out by Louwers Advocaten for the benefit of the client, the client shall bring these general conditions to the attention of the third party and ensure that they are also accepted by this third party.
- 4.2 The client indemnifies and holds harmless Louwers Advocaten and its auxiliary persons against claims by third parties who claim that they have suffered damage as a result of or in connection with the work carried out by Louwers Advocaten on behalf of the client or against claims by third parties who claim that they have suffered damage as a result of a disclosure mistakenly made by Louwers Advocaten or its Partners or one of its employees or other auxiliary persons under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wet ter voorkoming van witwassen en de financiering van terrorisme*, WWFT), except in cases of intent or wilful recklessness on the part of Louwers Advocaten.
- 4.3 Payment of Louwers Advocaten's invoices shall take place within fourteen (14) days of the invoice date, without suspension or set off. Except if the client protests promptly upon receipt of Louwers Advocaten's invoice, Louwers Advocaten and its third-party account foundation (*Stichting Derdengelden Louwers Advocaten*) are entitled to set off monies received for or from the client against, or use them in payment of, whatever the client owes Louwers Advocaten.
- 4.4 All judicial or extrajudicial costs connected with the collection of outstanding amounts - with a minimum of 15% over and above the amount to be collected - shall be for the client's account. Judicial costs are not limited to the nominal costs of the procedure awarded by the court, but shall be for the account of the client in full if it is judged to be in the wrong (to a preponderant degree).

5. Engagement of third parties

- 5.1 Wherever possible and within reason, Louwers Advocaten will make its choice of third parties to be engaged in a case in consultation with the client and under observance of due care and attention. Louwers Advocaten cannot be held liable for the choice for such a third party or for defaults on the part of such a third party, except in the case of wilful intent or gross negligence on the part of Louwers Advocaten.
- 5.2 To the extent that such third parties wish to limit their liability in connection with the carrying out of instructions from the client, Louwers Advocaten shall have the authority to accept such a limitation of liability on behalf of the client.

6. Fees and costs

- 6.1 Louwers Advocaten shall charge the client for all costs which are not included in its fees, such as (but not limited to) travel expense, court fees, fees and costs of court representatives, costs for couriers, translation costs and in general the costs of third parties engaged in the interest of the client in the matter concerned.
- 6.2 Louwers Advocaten is entitled to invoice an advance payment from the client and only start its services after receipt of the aforementioned advance payment. This advance payment can be compensated with the final invoice in the matter to which advance payment relates.
- 6.3 Louwers Advocaten is entitled to amend its basic hourly fee and travel expenses. If the amendment involves an increase of the basic hourly fee with more than 10%, or if such an increase takes place within three months of the assignment coming into effect without the client being informed of such increase, the client shall be entitled to dissolve the agreement. The right to dissolve lapses on the 15th day after the invoice date of the first invoice sent to the client after the increase of the basic hourly fee.

7. Electronic communication

- 7.1 In the event that the client and Louwers Advocaten engage in communication through electronic means, including (without limitation) email and other forms of data transmission, both parties shall adopt standard means of virus protection.
- 7.2 Neither party shall be liable vis-à-vis the other party for any damage resulting from the transmission of viruses and/or other irregularities in electronic communication, and/or for messages or data, which are not received or received in non-correct or damaged format.
- 7.3 The transmission of emails and other forms of data transmission shall be non- encrypted unless the client, with respect to any specific message, has requested the usage of encryption means currently in use with Louwers Advocaten.

8. Complaints

8.1 Louwers Advocaten considers Complaints through its internal Complaints Procedure which is attached to these terms and conditions.

9. Miscellaneous

- 9.1 Exclusively Dutch law applies to all agreements between the client and Louwers Advocaten.
- 9.2 Disputes shall be settled exclusively by the competent court in the court district Oost-Brabant in 's-Hertogenbosch, the Netherlands. Disputes within the competence of the Cantonal Court (*kantongerecht*) shall be submitted to the court district Oost-Brabant, section cantonal court, location Eindhoven, the Netherlands. Nevertheless, Louwers Advocaten has the right to submit disputes to the competent court in the client's place of domicile.
- 9.3 The applicability of other general conditions, such as general purchasing conditions of the client, is expressly rejected.
- 9.4 These general conditions have been drawn up in the Dutch language and in various other languages. The Dutch text shall be binding in the event of any difference in content or tenor.

**COMPLAINTS PROCEDURE LOUWERS ADVOCATEN B.V.
(LOUWERS IP | TECHNOLOGY ADVOCATEN)**

Our firm will take every effort to have its services rendered in the best possible way. Nevertheless, it may occur that you are dissatisfied with a certain aspect of our provision of services. In such situation, you may use our internal Complaints Procedure.

1. Definitions

The following terms are used in this Complaints Procedure:

- Louwers Advocaten: Louwers Advocaten B.V. (also trading under the name “*Louwers IP/Technology Advocater*”), a limited liability company incorporated under Dutch law whose purpose is the pursuit of the legal profession;
- Complaint: any written expression of dissatisfaction from or on behalf of the client directed at an attorney-at-law of Louwers Advocaten or the persons working under his or her responsibility regarding the establishment and performance of or under an engagement, the quality of the provision of services or the amount of the invoice, not being a complaint as referred to in paragraph 4 of the Act on Advocates (*Advocatenwet*);
- Complainant: the client or its representative expressing a Complaint;
- Complaints Officer: the attorney-at-law who is in charge of handling a Complaint, i.e. Mr. E.J. Louwers LLM or, when a Complaint is lodged regarding the provision of services (amongst others) by Mr. E.J. Louwers LLM, Mrs. E.J. Peerboom-Gerrits LLM.

2. Scope of application

- 2.1 This Complaints Procedure applies to every engagement agreement between Louwers Advocaten and the client.
- 2.2 Each attorney-at-law of Louwers Advocaten ensures that Complaints are handled in conformity with the internal Complaints Procedure.

3. Purposes

The purpose of this Complaints Procedure is to:

- a. establish a procedure for constructively dealing with a client’s Complaint within a reasonable period of time;
- b. establish a procedure for determining the cause of a client’s Complaint;
- c. maintain and improve existing relationships by dealing with Complaints correctly;
- d. train staff how to respond to Complaints with the client’s preferences in mind;
- e. improve the quality of the provision of services through the handling of Complaints and the analysis thereof.

4. Information at commencement of provision of services

- 4.1 This Complaints Procedure has been published. Before entering into the engagement agreement, the attorney-at-law will point out to the client that the firm uses a Complaints Procedure and that it applies to the provision of services. This Complaints Procedure is part of the general conditions and applies to every engagement agreement entered into by Louwers Advocaten with clients.
- 4.2 Complaints as referred to in article 1 of this Complaints Procedure that have not been resolved after being dealt with, will be submitted to the court district Oost-Brabant in conformity with article 9.2 of the general conditions of Louwers Advocaten.

5. Internal Complaints Procedure

- 5.1 If the firm has been approached to consider a Complaint, it is passed on to the appropriate Complaints Officer.
- 5.2 The Complaints Officer will inform the person involved in the Complaint of the Complaint.
- 5.3 Both the Complainant and the person involved in the Complaint will be given the opportunity to provide for an explanation regarding the Complaint.
- 5.4 The person involved in the Complaint will take reasonable efforts to find a resolution together with the client whether or not the Complaints Officer has intervened.
- 5.5 The Complaints Officer will finalise his view of the Complaint within four weeks of its receipt or he will notify the Complainant about the deviation from this deadline together with the reasons thereof and a specification of a new deadline for finalising the Complaint.
- 5.6 The Complaints Officer will inform the Complainant and the person involved in the Complaint on the outcome of the merits of the Complaint, whether or not accompanied by recommendations.
- 5.7 If the Complaint has been satisfactorily resolved, the Complainant, the Complaints Officer and the person involved in the Complaint will sign the outcome of handling the Complaint.

6. Confidentiality and free Complaints handling

- 6.1 The Complaints Officer and the person involved in the Complaint will maintain confidentiality whilst handling the Complaint.
- 6.2 No compensation is due for any cost incurred the Complaint.

7. Responsibilities

- 7.1 The Complaints Officer is responsible for a timely finalisation of the Complaint.
- 7.2 The person involved in the Complaint will keep the Complaints Officer informed of his or her correspondence with the client and of any possible resolution.

- 7.3 The Complaints Officer will keep the Complainant informed of the Complaint.
- 7.4 The Complaints Officer will keep record of the Complaint file.

8. Complaints record

- 8.1 The Complaints Officer ensures a proper registration of the Complaint, specifying its subject matter.
- 8.2 A Complaint may be classified into several subject categories.
- 8.3 The Complaints Officer will periodically report on the handling of Complaints and will make recommendations in order to prevent new Complaints, as well as for the improvement of procedures.
- 8.4 The reports and the recommendations will be reviewed at the firm and presented for decision-making at least once per year.

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