

HGF B.V. STANDARD TERMS OF BUSINESS

1. INTRODUCTION

- 1.1 Thank you for instructing HGF B.V. (“**HGF**”) to act as Patent Attorneys and/or Trade Mark Agents on your behalf. HGF is located in The Hague and Amsterdam and is registered with the Trade Register (KvK) under no. 63864606.
- 1.2 The following general terms and conditions (“Terms and Conditions”) apply to any assignment (opdracht/overeenkomst van opdracht) accepted by HGF and any other legal relationship between HGF and the client (opdrachtgever) (“Client”), whereby HGF supplies or is to supply services (“Services”). In these Terms of Business (“**Terms**”), “we”, “us”, “our”, “HGF” and “the firm” are used as a reference to HGF, and “you”, “your”, “yourself”, “our client” are references to the person with whom we contract under these Terms.
- 1.3 As European patent attorneys, HGF is regulated by the Institute of Professional Representatives before the European Patent Office (“**epi**”). Details of their professional rules can be found on the epi’s website (patentepi.com/en/): [epi Code of Conduct and epi Rules on Discipline](https://www.patentepi.com/en/).
- 1.4 HGF is a wholly-owned subsidiary of HGF Limited (“HGF UK”), a company incorporated in the United Kingdom and whose registered address is 1 City Square, Leeds, LS1 2ES. Any reference in these Terms to a “partner” is a reference to a person who is a shareholder in HGF UK having authority to act on behalf of HGF. HGF UK provides support services to HGF. HGF UK’s website can be found at www.hgf.com that includes important documentation applicable to HGF including our [Privacy Policy](#).
2. GENERAL
- 2.1 All assignments shall be accepted and performed exclusively by the limited liability company HGF for the benefit of our client. Articles 7:404 and 7:407(2) of the Dutch Civil Code (Burgerlijk Wetboek) are hereby excluded. Third parties shall not derive any rights from the services supplied by HGF for you nor from the ensuing results unless expressly agreed in writing by HGF. All assignments will be deemed to be accepted by HGF, even if the assignment has been accepted, or is to be specifically performed, by any (seconded) employee, advisor, partner, shareholder or other person associated with HGF.
- 2.2 In the performance of the Services pursuant to any assignment by our client, HGF shall as far as reasonably possible, observe the standard of a careful and diligent supplier. HGF does not guarantee an envisaged result, and accordingly, HGF’s obligations pursuant to any assignment by our client shall solely amount to obligations to use its best efforts (inspanningsverbintenis).
- 2.3 The applicability of any general terms and conditions referred to in documents originating from our client is hereby expressly excluded.
- 2.4 If our client’s assignment only consists of translating, certifying and/or validating a European patent, or any (national) equivalent, that assignment does not constitute a conflict of interest that would prevent HGF from rendering services to another client against our client.
- 2.5 Each party is entitled to terminate (opzeggen) the assignment on reasonable notice in writing to the other party. You will in any event compensate HGF for all services rendered up to the moment of termination. You agree that we may retain all our files relating to your matters and not supply you with copies of them until such time as all sums outstanding are settled in full.
- 2.6 These Terms and Conditions also apply to additional and subsequent assignments by you.
- 2.7 Without prejudice to the provisions of paragraph 2.2 above, these Terms and Conditions apply not only to HGF but, to the extent no separate agreements or (general) conditions apply, also to all persons (both natural and legal persons) who are in any way whatsoever directly or indirectly involved in carrying out any assignment granted to HGF, including persons (indirectly) associated with HGF and their legal successors.
- 2.8 Under applicable legislation – including the Dutch Act on the Prevention of Money Laundering and Terrorist Financing – HGF is obliged to verify the identity of its clients and report unusual transactions to the authorities in certain circumstances.
- 2.9 These Terms and Conditions have been drawn up in Dutch and translated into English. In the event of any discrepancy between the Dutch text and any translation of it, the Dutch text shall be decisive.
3. OUR CLIENT AND THESE TERMS
- 3.1 For the purposes of these Terms, our client is the person who first instructs us to perform Services. Our client is liable for payment of our invoices under paragraph 6 below and is bound in full by these Terms.

- 3.2 As our client, you should note that these Terms contain limitations on our liability (paragraph 8) to you and you should ensure that they meet your requirements.
- 3.3 These Terms supersede any previous terms of business that we have had with you. If there is any conflict between these Terms and the terms in any accompanying, future or still applicable previous Engagement Letter(s) from us, the terms in the Engagement Letter(s) shall prevail.
- 3.4 These Terms will apply until varied or replaced with alternative Terms notified to you in writing. Please note that no change to the Terms will be valid unless agreed in writing by a partner or the chief executive officer of HGF.
- 3.5 The Services are provided by HGF and the contract to provide Services is between you and HGF and not with any individual partner, affiliate or employee of HGF or consultant acting for HGF. You agree that no partner, employee or consultant of HGF shall bear any personal liability to you for Services provided by HGF.

Engagement Letter

- 3.6 When you instruct us from time to time, we may also issue one or more letters (“**Engagement Letter**”) that will specify the Services we are to provide, and possibly include specific terms and conditions applying to that instruction. These Terms, together with any specific terms and conditions contained in any applicable Engagement Letter(s) shall constitute the entire agreement between us and contain all the terms and conditions that we have agreed with you in relation to the Services. Any reference herein to “Terms” shall where the context admits or requires include any specific terms and conditions set out in any Engagement Letter which take precedence over these Terms in the event of any contradiction or ambiguity.

4. INSTRUCTIONS

- 4.1 Intellectual Property Offices (“IPOs”) often impose time limits, and failure to meet these limits can be fatal to the rights concerned. “**Late**” instructions are those which do not give us reasonable time to act within such official time limits. While we will endeavour to meet time limits when instructed to do so, we do not accept liability for any loss through failure to meet such time limits when instructions are received and accepted by us Late, and in any event less than five (5) working days before the relevant deadline.

Minimum Instruction

- 4.2 In the absence of specific instructions, we will assume we are instructed to take the minimum steps necessary to maintain rights pending.

5. INSTRUCTING THIRD PARTIES TO ACT

- 5.1 HGF is entitled to, and shall exercise due diligence when engaging third parties in connection with an assignment by our client. HGF shall not be liable, however, for any error, omission (*fout*) or other shortcoming by such third parties. By instructing HGF, our client gives HGF authority to accept on behalf of our client a limitation of liability stipulated by such third party.
- 5.2 Any searches you request may be carried out by us, by IPOs or by independent specialist searching firms. Due to the inherently uncertain nature of searching, as well as the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. We will endeavour to point out any particular limitations when reporting search results. However, you accept that failure to identify a particular document or item in a search does not itself justify a cause of action against HGF.

6. PROFESSIONAL FEES

- 6.1 To the extent not otherwise agreed upon in writing, HGF 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 HGF in carrying out an assignment, plus any VAT and other taxes due. If two or more clients jointly grant an assignment, they are liable jointly and severable to HGF for the fee and reimbursement. Our charges are based on variable charges reflecting professional time spent, fixed charges or a combination of both, together with any expenses or disbursements we are required to make on your behalf.

Data Protection costs

- 6.2 In the event that HGF incurs costs in having to respond to a data subject exercising their rights provided by Data Protection Legislation in force at the time (see paragraph 14), we may charge you in respect of such handling to the extent that such costs are not caused by our mishandling of that data subject’s personal data.

Payment of expenses and invoices

- 6.3 HGF may request advance payments and issue provisional expense statements or invoices. Any invoice shall be paid not later than thirty (30) calendar days after the date of issuance of the invoice by having the final amount on the invoice credited to the bank account referred to on the invoice. The amounts due to HGF are to be paid in euro.

- 6.4 Commercial interest will accrue on unpaid amount due at the statutory rate from the thirty first (31st) calendar day following the date of invoice, or if a payment term other than thirty (30) calendar days was agreed, from the calendar day following the expiry of that payment term. Setting off a counterclaim from the amount due is not permitted.
- 6.5 If payment is not made on time, without prejudice to its other statutory rights, HGF will be entitled, at its own discretion, to suspend the performance or to terminate (*opzeggen*) the assignment immediately.
- 6.6 HGF shall be entitled to compensation of all judicial and extrajudicial costs incurred if our client fails to meet any payment obligation towards HGF.
- 6.7 HGF must be notified in writing of any complaint regarding an invoice or the services to which it relates within thirty days of the date of the invoice concerned. Complaints against the amount of the invoice do not suspend the payment obligation. Should no complaint be made within that period, our client shall be deemed to have accepted that the invoice is correct and that payment is due.

7. USE OF CLIENT NAME

- 7.1 From time to time we would like to mention the fact that we represent you in external communications. Unless you notify us, or have in the past notified us, to the contrary in writing (see also paragraph 12 below), you authorise us to use your name in our external communications regarding our services (for example on our website, in tenders, in legal directories such as Legal 500), and in circular letters and emails about our services to prospective clients. Such use is only authorised by you to the extent that we act for you in connection with intellectual property matters and provided that this fact is already publicly available through the official register of an IPO. You agree that this fulfils our obligations under any and all relevant provisions of the epi code of conduct in relation to securing necessary client consent. This permission does not include any right to indicate or suggest any endorsement of our services by you.

8. LIABILITY TO OUR CLIENT

- 8.1 Except to the extent that liability can not be excluded, the total aggregate liability of HGF no matter how it arises, relating to one or more faults in connection with one or more assignments, or otherwise in connection with a legal relationship between HGF and our client, shall be limited as follows:
- In the event that HGF's liability is covered by insurance, the amount ultimately paid out by HGF's insurance company increased by the applicable

deductible; details of the said professional liability insurance policies are available on request.

- Should no insurance payment be made, for whatever reason, any liability on the part of HGF vis-à-vis our client shall be limited to the amount of the fees charged by HGF in respect of the assignment concerned, subject to a maximum of 250,000 Euro. Any claims asserted by our client shall lapse if they have not been submitted to HGF, in writing and accompanied by reasons, within three months of the date on which our client became aware, or could reasonably have become aware, of the facts on which its claim is based.
- Our client shall indemnify HGF vis-à-vis any claims asserted by third parties in connection with one or more assignments, or otherwise in connection with a legal relationship between HGF and our client. This indemnification includes any cost of legal assistance.

9. DATA PROTECTION

- 9.1 Data Protection Legislation means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation. Data controller, data processor, data subject, personal data, processing and appropriate technical and organisational measures shall all have the meaning set out in Data Protection Legislation in force in the Netherlands at the time. Each party shall comply with all the obligations imposed on a data controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

10. GOVERNING LAW AND JURISDICTION

- 10.1 The legal relationship between our client and HGF shall be governed exclusively by Dutch law. Any disputes shall be settled exclusively by the competent court in The Hague, the Netherlands. The foregoing does not prejudice HGF's right to submit a dispute to a court that would have jurisdiction in the absence of this paragraph.

11. BRIBERY, MODERN SLAVERY AND WHISTLE-BLOWING

- 11.1 HGF UK, in the United Kingdom, is bound inter alia by the terms of the following UK Acts of Parliament:
- Bribery Act 2010;
 - Modern Slavery Act 2015; and
 - Public Interest Disclosure Act 1998.

11.2 In each case, HGF UK has a policy framed to ensure that HGF UK meets its obligations under these provisions, which policies HGF will also endeavour to respect in the Netherlands. These policies are available for review on the website [here](#). It is a condition of our acting for you, or where you act for us as a supplier, that you in your own organisation respect and substantially adhere yourself to the principles set out in those policies. You acknowledge and agree to our zero-tolerance approach to bribery and corruption, and exploitation of people, by us, by our clients or by our suppliers.

12. ACCEPTANCE OF TERMS

12.1 Notwithstanding that these Terms will automatically apply when we provide all or any part of the Services to you, we would appreciate it if you would confirm your acceptance of these Terms by signing and returning a copy of these Terms.

By ticking this box, you indicate your disapproval of our using your name as set out in paragraph 7.1 above.

I hereby agree to these Terms of Business on behalf of:

[Client name]

Signed _____

Dated _____