

General Terms and Conditions

VanBuren Patent Management B.V.

“Providing formal and administrative services to patent attorneys, innovative companies and inventors for the purpose of filing, registering and maintaining patents.”

Below you will find the General Terms and Conditions. These are always applicable when you use the services of VanBuren Patent Management B.V.

Last modified: December 23, 2024

Article 1. Definitions

- 1.1. General Terms and Conditions: these General Terms and Conditions.
- 1.2. VanBuren Patent Management B.V., located at Korte Venen 2, 8331 TH Steenwijk and registered with the Chamber of Commerce under number 71891420, also found at: <https://www.vanburen-pm.com/>.
- 1.3. Third parties: Netherlands Patent Office, European Patent Office, World Intellectual Patent Organization, patent attorneys, translation agencies, foreign patent offices (agents).
- 1.4. Service(s): service(s) as described in the Agreement.
- 1.5. Intellectual Property Rights: rights (of intellectual property) including but not limited to copyrights (including of course the copyright on software), database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, patent application as well as rights to know-how.
- 1.6. Quotation: a written offer from VanBuren Patent Management BV
- 1.7. Client: the natural person or legal entity, whether or not acting in the exercise of a profession or business or on behalf of a business, who has entered into an Agreement with VanBuren Patent Management BV.
- 1.8. Agreement: the agreement between the Parties under which VanBuren Patent Management BV provides its Services to the Client, and of which the General Terms and Conditions form an integral part.

- 1.9. Party(ies): VanBuren Patent Management BV (“VBPM”) and Client jointly or separately.
- 1.10. Price list: an annually updated overview of costs that VBPM charges for its services to the Client.
- 1.11. Confidential Information: non-public information relating to a Party and information which a Party designates as confidential or which, by reason of the nature of the information or the circumstances of its disclosure, should be treated as confidential.
- 1.12. Employee: the person who is employed by one of the Parties or who performs work for the relevant Party on an assignment basis.

Article 2. Applicability and interpretation

- 2.1. The General Terms and Conditions apply to and form part of every (legal) act relating to the preparation, establishment or execution of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between Client and VBPM, if Client has accepted their validity in previous Agreements with VBPM.
- 2.2. The applicability of any purchasing or other conditions of the Client is expressly excluded.
- 2.3. Provisions or conditions set by the Client that deviate from or do not appear in the General Terms and Conditions shall only apply to the Agreement to the extent that the Parties agree to this in writing.

Article 3. Formation of the Agreement

- 3.1. All Quotations and other offers from VBPM are without obligation and valid for a period of 30 days, unless a different term for acceptance is stated in the Quotation.
- 3.2. The Agreement is concluded at the time of acceptance by the Client of the Quotation from VBPM and compliance with the conditions set by VBPM.
- 3.3. An offer is in any case deemed to have been accepted if the Agreement is executed without objection. The offer can be accepted both verbally and in writing.

Article 4. Execution of the Agreement

- 4.1. VBPM will commence execution of the Agreement after its conclusion, on the date or time agreed in the Agreement. If no date of performance has been agreed, VBPM will commence execution of the Agreement immediately.
- 4.2. The Client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable timely and correct execution of

the assignment. In particular, the Client shall ensure that all data that VBPM indicates is necessary or that the Client should reasonably understand is necessary for the execution of the assignment, are provided to VBPM in a timely manner.

- 4.3. VBPM will carry out the assignment (partly) on the basis of the instructions of the Client or its authorized patent attorney. All instructions must be provided to VBPM by the Client in writing and clearly. In case of doubt or ambiguity, the instruction of the owner of the patent or patent application is leading. If in a specific case the instructions of the Client cannot be awaited, VBPM is authorized to take the measures it deems necessary to protect the rights of the Client. If a term threatens to expire due to a lack of information and/or instructions from the Client, VBPM will, if possible, request an extension of that term. Costs for these activities will be charged to the Client, in the manner provided for in article 7.
- 4.4. In order to enable VBPM to carry out the assignment, the Client shall ensure that complete, detailed and clear information regarding the assignment is provided to VBPM in writing. VBPM shall not be liable for damage of any nature whatsoever resulting from the Client providing incorrect and/or incomplete information, even if this was done in good faith.
- 4.5. By using the services of VBPM, the Client agrees that VBPM processes the Client's data in accordance with the General Data Protection Regulation. The Client agrees to the inclusion of personal and/or company data of Client and inventors represented by Client in the digital systems of VBPM.

Article 5. Third Party Services

- 5.1. If and to the extent that proper performance of the Agreement requires VBPM to engage Third Parties, VBPM will consult with the Client regarding the Third Parties to be engaged.
- 5.2. VBPM does not employ a Dutch or European Patent Attorney. If VBPM and the Client reach agreement on VBPM engaging a Dutch or European Patent Attorney as a Third Party for the execution of the Client's assignment, the terms and conditions of this patent attorney shall also apply.
- 5.3. The costs of the services provided by Third Parties are passed on by VBPM to the Client. VBPM acts solely as a payment address for this purpose. The portion of amounts declared by VBPM that is due to Third Parties is paid by VBPM to them. In situations agreed in advance, Third Parties, such as patent attorneys, may pass on the costs of their services directly to the Client.
- 5.4. Unless expressly agreed otherwise in writing with the Client, payments that must be made to a third party in connection with an assignment will only be made by VBPM after this payment has been received from the Client in VBPM's bank account. In the event of a payment to a third party abroad, the

amount must be credited to VBPM's bank account by the Client no later than one week before payment is due.

- 5.5. When engaging Third Parties on behalf of the Client, VBPM will always exercise the necessary care and attention. VBPM is not liable for damage resulting from shortcomings of Third Parties, except for attributable shortcomings of VBPM in the context of engaging these Third Parties. Article 9 of these General Terms and Conditions applies in full.

Article 6. Duration and termination of the Agreement

- 6.1. The duration of the Agreement is set out in the Agreement. If no duration is included, the Agreement is entered into for an indefinite period until the time of termination.
- 6.2. The Client may terminate the Agreement prematurely, subject to a notice period of 2 months.
- 6.3. Termination of the Agreement does not release Client from the timely payment of costs already incurred, work performed and any outstanding invoices. VBPM will provide Client with an overview of the amounts still to be paid as soon as possible after termination. The amounts remain due after termination of the Agreement and are immediately due and payable from the date of termination.
- 6.4. VBPM may suspend or terminate the Agreement at any time if:
- Client has been declared bankrupt;
 - The Client has been granted a suspension of payments;
 - The Client's company is dissolved or liquidated;
 - Client does not provide or does not provide in a timely manner the information and instructions necessary for the execution of the assignment;
 - Client repeatedly falls behind with payment of invoices.
- 6.5. Obligations which by their nature are intended to continue after the end of the Agreement shall remain in full force and effect after the end of the Agreement and shall apply to the Client and its legal successors.

Article 7. Price and payment

- 7.1. Client shall pay VBPM the amount as stated in the Agreement and Price List. All prices stated by VBPM are in euros.
- 7.2. All prices stated by VBPM are exclusive of sales tax (VAT) and other government levies, unless stated otherwise.
- 7.3. Each invoice has a payment term of 30 days.

- 7.4. If a price is based on information provided by the Client and this information proves to be incorrect, VBPM has the right to adjust the price accordingly, even after the Agreement has already been concluded.
- 7.5. The Tariff List is updated annually, as of 1 January. VBPM reserves the right to increase the stated tariffs annually based on wage, inflation and price developments.
- 7.6. For orders that result in a payment to Third Parties with a total sum of € 10,000 or more, VBPM may agree with the Client to send an advance invoice for the total sum of the expected Third Party costs.
- 7.7. If the Client does not meet his payment obligation(s) on time, VBPM will notify him of the late payment. After the payment term of 30 days, VBPM will apply the surcharges as stated in the Price List. These include administration and interest costs.
- 7.8. VBPM has the right to use the payment(s) made by the Client first to reduce the costs, then to reduce the accrued interest and finally to reduce the principal and the current interest.
- 7.9. In the event of late payment, the Client is obliged, in addition to the amount owed and the statutory interest accrued thereon, to fully reimburse both extrajudicial and judicial collection costs, including the costs of lawyers, legal experts, bailiffs and collection agencies.
- 7.10. VBPM may, within the legal framework, inquire whether the Client can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, VBPM has good reasons not to enter into the Agreement, it is entitled to refuse an order or request with reasons or to attach special conditions to the execution, such as advance payment.

Article 8. Force majeure

- 8.1. Force majeure is understood to mean any failure to comply that is not attributable to VBPM's fault or for its account. Force majeure on its part shall in any case apply if VBPM is prevented from fulfilling its obligations under this agreement after the conclusion of the agreement as a result of illness or other impediment of an employee of VBPM. Force majeure shall also apply in any case if the Client provides incorrect information or if the Client fails to provide sufficient cooperation.
- 8.2. In the event of impediment to the performance of the agreement due to force majeure, VBPM is entitled to suspend its obligations for a maximum of sixty days. After this period, both VBPM and Client are entitled to terminate the agreement, without any obligation to compensate the other party for damages.

- 8.3. Termination does not release the Client from the responsibility to pay outstanding invoices, work performed and costs.

Article 9. Client Obligations

- 9.1. Client shall ensure that all (technical) information, decisions and data that it deems necessary for the performance of the Agreement are provided to VBPM in a timely manner. Client is responsible for the accuracy and completeness thereof.
- 9.2. The Client is obliged to inform VBPM in writing and clearly in a timely manner of any changes to its address details and other information relating to its accessibility.

Article 10. Intellectual Property Rights

- 10.1. The Intellectual Property Rights relating to information that the Client provides to VBPM in order to be able to execute the Agreement, are vested in the Client.

Article 11. Confidentiality

- 11.1. VBPM will treat information that it receives from the Client before, during or after the performance of the Agreement as confidential if this information can reasonably be considered confidential or has been explicitly designated as Confidential Information by the Client. VBPM also imposes this obligation on its Employees and on Third Parties engaged by them for the performance of the Agreement.
- 11.2. The obligation of confidentiality shall continue to exist after termination of the Agreement for any reason whatsoever, and for as long as the disclosing party can reasonably claim the confidential nature of the information.
- 11.3. VBPM has implemented and maintains appropriate technical and organizational measures to protect Client's data against unauthorized or unlawful processing, accidental loss, destruction or damage. These measures will be appropriate for the damage that may result from such incidents, taking into account the nature of the data to be protected. VBPM will immediately notify Client of any security breach affecting Client's data and cooperate with Client in any investigation or recovery following the breach.

Article 12. Liability

- 12.1. VBPM excludes all liability for damage caused by work performed under or by VBPM, unless the Client demonstrates that the damage suffered by him/her was caused by intent or gross negligence on the part of VBPM. In that case, VBPM's liability is always limited in total to the amount paid out in the relevant case under VBPM's professional liability insurance, plus the amount

of the deductible that is borne by VBPM in the relevant situation under the policy.

- 12.2. VBPM is only liable for direct damage and never for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.
- 12.3. If the insurance does not pay out for whatever reason, VBPM's total liability is limited to the amount charged for the relevant assignment, up to a maximum of € 10,000.00 (in words: ten thousand euros) excluding VAT.
- 12.4. The condition for the creation of any right to compensation is always that the Client reports the damage to VBPM in writing within a reasonable period, but in any case within two (2) months after it occurred. Legal claims against VBPM for payment of compensation expire after one year after the day on which the Client became aware of the damage, or could reasonably have been aware of it, and the possible liability of VBPM for that damage.

Article 13. Changes to General Terms and Conditions

- 13.1. VBPM reserves the right to change or supplement these General Terms and Conditions. Changes also apply to Agreements already concluded, taking into account a period of 30 days after the announcement of the change.
- 13.2. Changes will be announced via <https://www.vanburen-pm.com/>, by email to Client, or another channel of which VBPM can prove that the announcement was sent to Client. Non-substantive changes of minor importance can be implemented at any time and do not require notification.

Article 14. Final provisions

- 14.1. The Agreement is governed by Dutch law.
- 14.2. Unless otherwise prescribed by mandatory law, all disputes arising from the Agreement will be submitted to the competent Dutch court in the district where VBPM is established.
- 14.3. In these General Terms and Conditions, "written" also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.
- 14.4. If any provision in the Agreement or General Terms and Conditions proves to be null and void, this shall not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the Parties shall establish (a) new provision(s) as a replacement, which shall give effect to the intention of the original provision as much as legally possible.

- 14.5. VBPM is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over VBPM or VBPM's business activities.
- 14.6. In the event of any discrepancy between the Dutch text of these General Terms and Conditions and a version thereof in another language, the Dutch text shall be binding.

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