

## **Kupecz intellectual property - Terms & Conditions**

### **Article 1 - Scope**

1. These Terms & Conditions are an integral part of any agreement concluded between Kupecz intellectual property, i.e. mr. drs. A.F. Kupecz, registered with the Amsterdam Chamber of Commerce under number 57708266 (hereinafter: 'Kupecz intellectual property', also "the firm") and its clients, insofar as these parties have not expressly, and in writing, agreed otherwise.
2. These Terms & Conditions also apply to any supplementary or ensuing instructions for the performance of legal services to Kupecz intellectual property by its client.
3. The application of the articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code are herewith expressly excluded.

### **Article 2 – Execution of Instructions**

1. Unless the parties were to have expressly agreed otherwise, Kupecz intellectual property shall determine which attorney or employee will be executing the client's instructions.
2. Should, in the eyes of Kupecz intellectual property, the proper execution of the instructions so require, Kupecz intellectual property will reserve the right to instruct a third party to perform certain services.

### **Article 3 – Legal Fees & Billing**

1. The costs the client will be due for services provided will include attorney fees plus costs (e.g. court fees, costs for witnesses and experts, bailiff costs and costs for obtaining documents and excerpts from the public registers) plus if applicable VAT (high rate).
2. Kupecz intellectual property will invoice the client on a monthly basis, with payment due, unless agreed otherwise, within thirty days of the invoice date.
3. Once the above payment deadline has lapsed, the client will be deemed in default and will hence also be due the legal interest over the amount due pursuant to article 6:119(a) of the Dutch Civil Code, plus a further 1.5%. These amounts will be immediately

payable and Kupecz intellectual property will not be required to invoice the client for these sums.

4. In the event that the client was to be wound up, (near to being) declared bankrupt, or have been granted a suspension of payments, the client's obligations will be deemed payable immediately and in full.

5. Should the client be in default of payment of an amount he is due, the attorney in question shall be entitled to suspend the provision of any and all services to, or on behalf of, the client. The firm may not be held liable for any damage incurred by the client resulting from said suspension of service provision.

#### **Article 4 - Third-party Payments**

1. Any payments made to the client that are received by the firm, will be held in an account in the name of the *Stichting Beheer Derdengelden Kupecz intellectual property*.

2. Any amounts to which the client is entitled will be paid to the client in the account specified by him, within fourteen days of their receipt, subject to the settlement, to which the client is herewith considered to have consented, of any amounts owed by him to the firm. Cash payments of amounts received by the firm will not be issued.

#### **Article 5 - Liability**

1. Any liability of Kupecz intellectual property shall remain limited to the amount paid out to the firm pursuant to its professional liability insurance policy in that particular case, plus the franchise amount the firm will hence be required to pay pursuant to that policy in that particular case. An overview of the amounts covered by the policy as well as proof of insurance will be provided upon request.

2. In the event that, for whatever reason, the insurance company the professional liability insurance policy was taken out with, were to not proceed to issuing any payment pursuant to that policy, liability shall remain limited to the amount equal to the legal fees paid by the client to Kupecz intellectual property, which amount will not exceed €25,000 (EUR twenty five thousand).

3. Kupecz intellectual property may not be held liable for any damage incurred by the client resulting from the incorrect or incomplete provision of data to it by the client.
4. No rights may be derived by any third party from the content of the services provided. The client shall indemnify Kupecz intellectual property against all third-party claims regarding any kind of damage alleged to have been the result of, or connected with, the services provided by Kupecz intellectual property to the client, including any costs for legal assistance.
5. Kupecz intellectual property may not be held liable for any failures in the provision of services by any third party.
6. Any limitations of Kupecz intellectual property's liability stipulated shall also extend to the liability of its employees, independent representatives, third parties and aides.
7. Any claims submitted by the client shall immediately fail in the event that the client has not at the earliest possible opportunity notified Kupecz intellectual property of the existence of such claims or other rights or entitlements.

#### **Article 6 Applicable law and Competence**

1. All agreements are exclusively governed by Dutch law.
2. In accordance with the Dutch Bar Association Rules of professional conduct, a complaints procedure is available and applies to all services rendered. Details of the procedure can be found on [Kupecz-ip.com](http://Kupecz-ip.com) and a copy of the procedure will be provided upon your request.
3. The competent court in the District of Amsterdam shall also be entitled to rule on any disputes resulting from any agreements concluded with the client.