

- 1. General**
  - 1.1 IPCO Law B.V. is a company established in Rotterdam, The Netherlands, and registered with the Dutch Chamber of Commerce under number 81175817. IPCO is also active under the trade name: Trademarkhost.
  - 1.2 IPCO is a legal consultancy firm in the field of intellectual property law and is specialized in the protection and enforcement of trademarks, designs and other IP rights.
  - 1.3 These general terms and conditions apply to all assignments given to IPCO by a Third Party (Client), including quotations, amended, additional or follow-up assignments and all legal relationships related to or arising from this.
  - 1.4 It is only possible to deviate from these general terms and conditions in writing per assignment.
  - 1.5 General or purchase conditions of the Client are not applicable.
- 2. Assignments**
  - 2.1 An assignment is established after the Client provides instructions to IPCO and IPCO confirms these instructions in writing or after the Client agrees verbally or in writing to a quotation or confirmation of the assignment from IPCO. If, due to the nature of work, no order confirmation is sent, an invoice will also count as order confirmation.
  - 2.2 All assignments are carried out exclusively for the benefit of the Client, even if they have been accepted by an employee or representative of the Client. Third parties cannot derive any rights from this.
  - 2.3 All assignments are deemed to have been given to IPCO also if it is the intention that an assignment will be executed out by a particular person. The applicability of Sections 7:404 and 7:409 of the Dutch Civil Code (DDC) is hereby excluded. Joint liability of the managing director or employees of IPCO is excluded.
- 3. Provision of services**
  - 3.1 IPCO values the quality of its services and will carry out every assignment carefully and to the best of its ability. Our trademark attorneys are members of BMM, Benelux Association for Trademark and Design Law and work according to the rules of honor of BMM.
  - 3.2 The activities of IPCO cannot be regarded as a result obligation.
  - 3.3 The Client expressly acknowledges that:
    - a. with assignment for (availability) searches or watches, no completeness can be guaranteed, nor can any guarantee be given with regard to the results of such investigations or watches;
    - b. availability search assignments are limited to data entered in the relevant registers and made public at the time of the search;
    - c. notifications regarding the renewal or maintenance of registrations or other actions for the maintenance of rights are made by IPCO without obligation and do not lead to any obligation to perform acts for the purpose of the renewal or maintenance of these rights, except in so far as instructed to do so by the client in writing.
    - d. the decision to register an intellectual property right (or have it registered) is solely taken by the Client, who thereby also accepts the risks.
  - 3.4 IPCO is authorized to engage third parties for the proper performance of its services, without the prior consent from the Client. In view of national registration procedures, IPCO can engage third parties who are locally authorized to carry out the work. When selecting third parties, IPCO will always proceed carefully and watch over the quality of the work. IPCO will not be liable for the work or shortcomings of these third parties.
  - 3.5 If IPCO uses a (client) portal for the benefit of the Client, the Client itself remains responsible for its use. IPCO trusts that only the Client makes use of the portal or another person authorized to do so on behalf of the Client.
  - 3.6 The Client is responsible for the timely, correctly and proper provision of required documents and data related to the assignment and for giving timely instructions, i.e. these must be received by IPCO no later than two weeks before the specified period, unless agreed otherwise between the parties in writing. IPCO does not guarantee the correctness or completeness of information provided to it by the Client and does not accept any liability for this.
  - 3.7 The Client is aware that the failure to initiate, suspend and/or discontinue the work by IPCO may lead to the non-application or late application or the lapse of intellectual property rights or comparable rights. IPCO is not liable for any resulting damage.
- 4. Fees**
  - 4.1 IPCO finds it important to be transparent about the costs for an assignment. The quoted fees are in general complete for the specific offer, but not for additional (consultancy) work or unforeseeable costs. We will announce additional costs separately, if applicable. The costs for trademark and design registrations usually include authority fees, IPCO's professional fees as well as any fees of external service providers (including foreign agents). Costs in the context of legal consultancy activities (including refusals, oppositions, dispute resolution) are either based on fixed rates or based on the number of hours spent multiplied by applicable hourly rates.
  - 4.2 All quotations or offers, in whatever form, are without obligation, indicative and valid for 30 calendar days. Applicable rates are subjected to interim change by IPCO.
  - 4.3 All rates are in euros and exclusive of VAT.
  - 4.4 Expenses that are not explicitly mentioned in the price list will be charged to the Client at cost price, including but not limited to the costs payable to third parties, necessarily incurred for the performance of the assignment, in particular the costs of foreign agents, lawyers, official bodies in the context
- 5. Payment**
  - 5.1 IPCO will charge the Client for the work to be performed and performed on the basis of specified invoices and is entitled to send advance invoices and interim invoices. Advance invoices are settled with interim invoices or final invoices.
  - 5.2 If IPCO has sent an advance invoice (mainly for trademark and / or design registrations), IPCO will commence the work after the advance invoice has been paid.
  - 5.3 Invoices should be paid within 14 days of the invoice date.
  - 5.4 In the event of late payment, the Client is legally in default and IPCO is entitled to charge a statutory interest. If IPCO has to take collection measures, the Client must reimburse all judicial and extrajudicial costs.
  - 5.5 IPCO is entitled to set off unpaid invoices against payments it has collected on behalf of the Client, as well as against advance invoices and invoices from the Client.
  - 5.6 IPCO can suspend the performance of all work if the Client is in default with regard to one or more payments or otherwise fails to fulfill its obligations.
- 6. Liability**
  - 6.1 IPCO is not liable for any damage suffered by the Client or third parties, except and insofar as the Client can prove that there is intent or gross negligence on the part of IPCO.
  - 6.2 IPCO is in particular not liable for damage resulting from:
    - a. incorrect and/or incomplete and/or not timely provided data by the Client;
    - b. errors and/or defects in the search programs it uses;
    - c. the choice of the trademark, design, patent, or other intellectual property right, including description and classification;
  - 6.3 IPCO is not liable for indirect damage resulting from consequential damage of the Client.
  - 6.4 The Client indemnifies IPCO against all claims from third parties against IPCO and IPCO is not liable for damage resulting from errors and/or shortcomings of third parties, whether or not engaged by it.
  - 6.5 All claims of the Client will lapse if, after discovery of damage at the moment when it should be discovered by the Client, IPCO is not immediately reported in writing and in any case as soon as one year has passed since the event from which the damage resulted and for which IPCO would be liable.
  - 6.6 In the unlikely event that an event occurs that may lead to liability, the liability for damage will not exceed the amount that the insurance of IPCO reimburses plus the deductible under that insurance. If the insurance does not pay out, IPCO's liability will never exceed € 1500. Any further liability is excluded.
- 7. Force Majeure**

In case of force majeure, IPCO can suspend its activities and in case of permanent force majeure, IPCO is entitled to (partially) dissolve the agreement. The Client remains obliged to pay for the work carried out before the situation of force majeure has arisen, unless the parties mutually agree otherwise in writing.
- 8. Duration and Termination**
  - 8.1 The agreement between IPCO and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
  - 8.2 Cancellation of subscriptions, such as for Trademark Watch, can be done without additional costs at least 1 month before the start of each new payment term.
  - 8.3 If the Client does not properly or not timely fulfill any obligation imposed on it by the assignment, as well as in the event of closure, liquidation, suspension of payments and/or bankruptcy of its company, it will be deemed to be in default by operation of law and IPCO has the right to cancel or (partially) dissolve the assignment and to demand payment from the Client for the work that has already been performed, as well as for the costs incurred, damage and interest, caused by any default on the part of the Client.
  - 8.4 IPCO can dissolve an agreement if the Client has provided incorrect and/or incomplete information.
- 9. Privacy and confidentiality**

IPCO handles personal and address data with care and uses this data exclusively for the performance of its services. The information provided by the Client to IPCO is always treated confidentially.
- 10. Applicable law and competent court**

All assignments and legal relationships between IPCO and Client are exclusively governed by Dutch law. The client acknowledges that the characteristic performance of the activities performed by IPCO takes place in the Netherlands, even if these activities are partly performed elsewhere. Disputes are exclusively submitted to the competent court in Rotterdam.
- 11. Versions**

In the event of a difference between the English and the Dutch text of these general terms and conditions, the Dutch text will be binding. In the event that these general terms and conditions deviate from the order confirmation, what is included in the order confirmation will apply. IPCO is entitled to unilaterally change these general terms and conditions. The amended terms and conditions are deemed to have been accepted if the client has not objected to the amended terms and conditions within 14 days after the amended terms and conditions have been sent to him / her or have become known.