



GENERAL TERMS IPECUNIA PATENTS B.V.

These general conditions are deposited at the Chamber of Commerce Limburg and registered under number NL12064214.

Definitions

In these general conditions the following terms are used:

- a. Ipecunia Patents BV (Ipecunia) is a limited liability company which is established in Sittard (the Netherlands), having its registered office at Rijksweg Zuid 8, 6131 AN Sittard;
- b. The Client is the person or legal entity that provides Ipecunia with an assignment;
- c. The assignment is an oral or written document with appointments between Ipecunia and Client.

1. General Provisions

- 1.1 These general conditions shall apply to all assignments that Ipecunia provides. The applicability of the general conditions that are used by the Client is herewith excluded.
- 1.2 These general conditions are also written for the employees of Ipecunia and its management.
- 1.3 Deviations from and/or additions to these general conditions will only be valid when these are expressly agreed between Ipecunia and Client in writing.
- 1.4 All assignments will only be accepted and performed by Ipecunia, also when it is the explicit or silent intention that the assignment will be performed by a particular person. The applicability of article 7:404 and 7:407 part 2 Burgerlijk Wetboek is excluded.
- 1.5 Nullity or revocation of one or more provisions of these general conditions will not affect the applicability of the other provisions of these general conditions. Ipecunia will, in case this situation occurs, replace the nullified or revoked provisions in these general conditions by provisions that correspond to the aim and the intention of the nullified or revoked provisions.
- 1.6 When Ipecunia not always requires strict compliance with these general conditions, this does not mean that the conditions therein are not applicable or that Ipecunia in any way loses the right to require strict compliance in other cases.

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- 1.7 These general conditions are also applicable to additional assignments and follow-up assignments of Client.
- 1.8 These general conditions are written in the Dutch and English language. In case of any conflict about the content or intention of one of the conditions the Dutch text will be binding.

2. Assignments

- 2.1 An offer of Ipecunia is without engagement. Ipecunia cannot be bound to its offer when the Client can reasonably understand that the offer or proposal, or a part thereof, comprises an evident mistake or clerical error.
- 2.2 An assignment between Ipecunia and Client will take effect at the moment that Ipecunia accepts an assignment that was written or orally provided by the Client.
- 2.3 When the acceptance of an assignment by Client differs from the offer that Ipecunia made, Ipecunia is not bound thereon. The assignment will then not take effect according to this deviating acceptance unless Ipecunia indicates differently.
- 2.4 The client provides Ipecunia timely all instructions and information that is relevant for the performance of an assignment. When Ipecunia needs information for the performance of an assignment it will timely request this information and Client will after the first request provide all information that is needed for and/or can contribute to a correct performance of the assignment. When Client cannot timely provide the information and a time limit is about to expire, Ipecunia will, when possible, ask for an extension of this time limit. In this case the fees and costs involved will be charged to the Client.
- 2.5 Ipecunia will accomplish the performance of the assignment in its best possible way and will take all reasonable efforts to obtain the desired result. However Ipecunia will never be liable for not reaching the result aimed at by the Client.
- 2.6 Ipecunia has, regardless of legal qualifications for dissolution and resignation, the right to resign an assignment unilaterally with immediate effect when (a) during the provision of services a conflict of interest between Client and another client arises or is likely to arise, (b) a request for the provision of a (temporary) suspension of payments to Client is filed and/or (c) a request for a declaration of bankruptcy of Client is filed. Client is obliged to

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report the occurrence of the above-mentioned situations and/or the above-mentioned acts of law immediately to Ipecunia.

- 2.7 Termination of an assignment, including dissolution and resignation, does never oblige Ipecunia to cancel the already received achievements. The termination of the assignment by Ipecunia does never give the Client a right for compensation.
- 2.8 Ipecunia has the right to involve third parties for the performance of an assignment of the Client.

3. Compensation and payment

- 3.1 Ipecunia charges the Client a fee and costs for the performance of an assignment. Remuneration is, in principle, based on the hourly rates that are utilized by Ipecunia multiplied with the number of hours that is used for the assignment, unless parties agreed on a fixed amount. Apart hereof all costs made by Ipecunia in the performance of an assignment, such as taxes, fees of third parties and office costs, will be charged to Client.
- 3.2 Ipecunia can make the performance of an assignment dependent on the payment of an advance payment by the Client. Ipecunia will, in this case, only perform activities related to the assignment in question after receipt of the advance payment. When the advance payment is not, or not timely received, Ipecunia is not liable for damage that is caused by not performing the assignment. Advance payments will be deducted from the invoice relating to the assignment.
- 3.3 Invoices of Ipecunia must be paid in Euro. Payment of the invoices must be performed within 15 days after the invoice date. After exceeding the time limit for payment the Client legally is in default and Ipecunia will be entitled to charge the legal interest. When Client does not pay the amounts due after the first reminder the Client owes Ipecunia the cost for recovery and/or legal assistance with a minimum amount of 35 Euro.
- 3.4 Ipecunia has the right to extend the payments of the Client for compensation of legal interest and costs for recovery and/or legal assistance, independent of other statements of the Client.
- 3.5 Ipecunia is authorized to keep in its possession, extending its authorization for adjournment of the assignment and according to her code of conduct, the files of the Client and all information and correspondence in the relevant files until the Client has performed its obligations for payment.

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4. Complaints

- 4.1 Client should make known complaints, if any, in written form to Ipecunia with 8 days after the performance of an assignment. The complaint should be described in detail. When the Client does not make his complaint known, his right to complain expires. Complaints related to the amount of an invoice have to be made known within 8 days after the date of the invoice.
- 4.2 The fact that a complaint is filed and is dealt with by Ipecunia cannot be seen as an adjournment of the obligation to make payments by Client.
- 4.3 The filing of complaints is not possible when there is damage caused due to the negligence of the Client, because the Client has not acted in conformity with specific instructions of Ipecunia or because the Client did not perform its obligations (financially or otherwise) towards Ipecunia.
- 4.4 When a Client files a complaint according to the terms of this article and this complaint is judged by Ipecunia as well-founded, Ipecunia has, at its own discretion, the right to change the assignment or to grant a price reduction for the assignment.

5. Liability

- 5.1 Ipecunia is, within the restrictions of this article, liable for shortcomings in the performance of an assignment as far as these are the result of the non-observance by Ipecunia of the carefulness, expertise and the skills that are relied upon during the performance of the assignment involved.
- 5.2 The liability for the damage that is caused by the shortcomings of Ipecunia in the performance of the assignment is limited to the maximum amount that is paid by the third party insurance of Ipecunia. When the third party insurer will not pay, the liability of Ipecunia is limited to the amount of the invoice that Ipecunia has sent for its activities. When an assignment covers a time period of more than half a year the maximal amount of the damage is limited to the amount that was agreed upon for half a year. The total compensation for direct liability will not be higher than 100,000 Euro.
- 5.3 Ipecunia is only responsible for direct damage.
- 5.4 The burden of proof with respect to any claimed liability of Ipecunia lies with the Client. The Client accepts this burden of proof.
- 5.5 Ipecunia excludes all liability for inaccuracy and/or incompleteness in the information that is provided by Client. Ipecunia also excludes liability for possible inaccuracy and/or incompleteness in the registers that are consulted by Ipecunia.

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- 5.6 Ipecunia has the right to accept possible general terms and limitations in the liability of third parties that are involved on behalf of the Client. Liability of Ipecunia for mistakes of shortcomings of third parties is excluded.
- 5.7 The Client will indemnify Ipecunia against all claims of third parties that are connected, in any possible ways, with the activities that are performed for the Client. The Client will reimburse to Ipecunia the reasonable costs of defense against such claims.

6. Force majeure

- 6.1 In case of force majeure Ipecunia has the right to postpone the performance of an assignment. Force majeure occurs among others when the performance of an assignment is hindered by circumstances that are not under the influence of Ipecunia, such as incidents, fire, illness or malfunction of the equipment.
- 6.2 When a situation of force majeure lasts longer than 90 days, the assignment can be dissolved in writing by each of the parties without legal intervention.
- 6.3 As far as Ipecunia has performed its obligations raising from the assignment already in part or is able to perform these obligations and the performed part or the part that will be performed has an own value, Ipecunia has the right to invoice the performed part respectively the part that will be performed separately. The Client has to pay this invoice as if there a separate agreement.

7. Disputes

- 7.1 Dutch law is applicable on all assignments of Client, accepted by Ipecunia, also when an assignment is in total or partly performed abroad or when the Client has its residence abroad. The United Nation Convention on Contracts for the International Sale of Goods 1980 (CISG) is not applicable.
- 7.2 All disputes will be handled only by the authorized judge at Maastricht, unless the law prescribes otherwise.
- 7.3 Parties will only involve the judge when they tried to the utmost to settle a conflict by mutual consultation.
- 7.4 Parties shall regard disputes arising between them as strictly confidential and shall not make any statement concerning the same to third parties.

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