

JANUARY 2024

Brinkhof

ADVOCATEN

Client information and general conditions

A large, stylized, light grey letter 'B' is centered on a dark grey rectangular background. The 'B' has a classic, slightly serifed font style with a thick vertical stem and rounded, curved bowls. The background is a solid, dark grey color with rounded corners.

General information about Brinkhof

Brinkhof is an internationally oriented specialist law firm based in Amsterdam, the Netherlands, which conducts its business in the legal form of a public limited liability company under Dutch law (“naamloze vennootschap”) under the name Brinkhof N.V. (hereinafter: “Brinkhof”).

Brinkhof’s purpose is to practice the profession of advocaat (attorney), patent attorney and trademark attorney. A list of the persons holding shares in Brinkhof through their respective limited liability companies — also called “partners” — will be provided upon request.

Brinkhof is a law firm with a strong focus on innovation, technology and market regulation. We assist clients from the Netherlands and abroad operating in sectors such as electronics, IT, media, internet, telecommunications, pharma/biotech and the healthcare sector. Our website brinkhof.com provides more information about the areas of law and industry sectors on which Brinkhof focuses.

Brinkhof is located at Grote Bickersstraat 74-78, 1013 KS Amsterdam, telephone +31 20 305 32 00, brinkhof.com

Brinkhof is registered with the Chamber of Commerce in Amsterdam under number 5412 1973.

Brinkhof’s attorneys (“advocaten”) are members of the Dutch Bar Association (Neuhuyskade 94, 2596 XM The Hague, t: +31 70 335 35 35, info@advocatenorde.nl). They are bound by the provisions of the Dutch Act on Advocates (Advocatenwet) as well as the rules of conduct and regulations of the Netherlands Bar Association (NOvA) (see: advocatenorde.nl/english).

Brinkhof’s patent attorneys are members of the Netherlands Institute of Patent Attorneys (Carnegieplein 5, 2517 KJ The Hague, telephone +31 6 24 98 61 34, mail@octrooigemachtigde.nl) and the Institute of Professional Representatives before the European Patent Office (Bayerstrasse 83, 80335 Munich, Germany, telephone +49 89 242052-0, info@patentepi.com). Brinkhof’s patent attorneys are bound by the relevant provisions of the Dutch Patents Act (Rijkssoctrooiwet 1995) and the European Patent Convention as well as the rules of conduct and regulations of the Netherlands Institute of Patent Attorneys (see: en.octrooigemachtigde.nl) and the Institute of Professional Representatives (see: patentepi.com).

Brinkhof’s trademark attorneys are registered with the Benelux Association of Trademark and Design Law (BMM) as Registered Trademark Attorneys, and as EU trademark and design attorneys with the European Union Intellectual Property Office (EUIPO). Brinkhof’s trademark attorneys comply with the requirements set by the Professional Competence Rules BMM-Registered Attorney (Regeling Vakbekwaamheid bmm-Erkend Gemachtigde, see: bmm.eu/over-de-bmm/bmm-keurmerk).

Brinkhof’s professional liability insurer is Allianz Nederland Schadeverzekering N.V. (Coolsingel 139 in Rotterdam).

The insured sum is a maximum of € 10 million per claim. Coverage is worldwide, including the USA.

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General conditions

General conditions apply to the provision of services by Brinkhof. These general conditions are set out in full below, and are also available via brinkhof.com/gc. They apply to each assignment, including any subsequent or ancillary assignment given to Brinkhof or to persons working at Brinkhof.

In these general conditions “persons working at Brinkhof” shall mean all the persons involved in carrying out assignments or activities for or on behalf of Brinkhof, including without limitation

- (i) employees of Brinkhof,
- (ii) employees of Brinkhof Services B.V.,
- (iii) shareholders of Brinkhof, their limited liability companies and the directors and shareholders of these limited liability companies,
- (iv) consultants of Brinkhof, and
- (v) auxiliary persons engaged by Brinkhof.

1 Assignment

The contract between Brinkhof and the client is an assignment contract (“overeenkomst van opdracht”) governed by Dutch law.

It is Brinkhof’s aim to handle a matter entrusted to it as well and as efficiently as possible and to make clear arrangements about that beforehand. That is why prior to accepting an assignment of services Brinkhof as a rule sends the client a letter (“engagement letter”) for its signature, containing hourly rates and other business information tailored to the matter at hand, as well as a copy of this brochure.

All assignments given to persons working at Brinkhof are deemed to have been given exclusively to Brinkhof, also if the assignment is intended to be carried out by a specific person. The applicability of article 7:404 of the Dutch Civil Code (“Burgerlijk Wetboek”), which contains a different rule, and of article 7:407 paragraph 2 Dutch Civil Code, which creates a joint and several liability in cases an assignment is granted to two or more persons, is excluded.

2 Confidentiality

Brinkhof will treat confidential information it receives from the client in the course of the performance of the assignment confidentially, in accordance with applicable law.

The client authorises Brinkhof to communicate with the client through non-secure electronic means, including email, telephone and video-calling services, absent a prior written agreement to the contrary.

3 Conflicts of interest

In order to avoid conflicts of interest, Brinkhof checks whether it is free to represent the client in the matter in question before accepting an assignment. For the same reason Brinkhof asks the client to provide the names of (potential) adverse parties.

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The relationship between Brinkhof and the client is not exclusive. This entails that the fact that the client has entrusted a matter to Brinkhof does not oblige the client to also entrust any new or further matters to Brinkhof. By the same token, Brinkhof will be free to accept assignments from third parties, and to represent the relevant parties, also against the interests of the client; the latter, of course, always provided that the new matter is not related to the earlier matter and that Brinkhof does not possess confidential information regarding the client which may be of relevance for handling the new matter.

4 Fees, office expenses and disbursements

Brinkhof charges a fee to the client which, in principle, is calculated by multiplying the number of hours worked on the matter by the relevant lawyers with their applicable individual rates. These rates depend on the relevant field of law and on the experience and degree of specialisation of the lawyers involved. Hourly rates are determined and/or adjusted with a certain regularity, and are indexed for inflation on a yearly basis.

Brinkhof will take care to always charge legal fees which are reasonable for its services under the circumstances.

The amount of the fees is increased with a 6% surcharge for office expenses such as communications, reproduction, and simple courier and postal expenses.

All costs incurred by Brinkhof in carrying out an assignment that do not qualify as office expenses will be charged to the client as disbursements without any surcharge. If such costs are particularly high in any one month, Brinkhof submit one or more interim invoices to the client for these disbursements.

5 Invoicing

In principle, legal fees, office expenses and disbursements are invoiced on a monthly basis. VAT is added where applicable.

Invoices must be paid within 30 days of the date of the invoice. In the event of late payment Brinkhof is entitled to charge statutory commercial interest as well as any reasonable costs related to the collection of the invoice without any notice of default being required. The client agrees that Brinkhof may set off any funds received for the account of the client against any outstanding invoices. Brinkhof will inform the client in writing accordingly.

Brinkhof's payment details are:

Brinkhof N.V.

IBAN: NL77 INGBNL 0675 8290 62

BIC (SWIFT): INGBNL2A

VAT number: NL851174152.b01

D-U-N-S number: 4903 81 580

RSIN number: 8511 74 152

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In some cases Brinkhof will request the client to make an advance payment, for example if the client is new, if it is foreseeable that significant costs will be incurred, or in other cases where Brinkhof deems this appropriate.

6 Auxiliary persons

Insofar as possible Brinkhof will consult with the client before engaging third parties. Where Brinkhof, in the course of the assignment and with the client's permission, engages any external advisers (e.g. foreign attorneys, patent attorneys, trademark attorneys, or technical experts) or other auxiliary persons, Brinkhof will try to arrange that these third parties will contract directly with the client and invoice the client directly.

The client hereby authorises Brinkhof to accept on the client's behalf any limitations of liability as well as any other general conditions used by these third parties. Brinkhof is not liable for any faults or shortcomings by a third party in the performance of its activities.

7 Limitation of liability

In the event that the performance of an assignment by Brinkhof leads to liability for Brinkhof, this liability will be limited in the aggregate to the highest of the following two amounts:

- the amount which the professional liability insurance taken out by Brinkhof pays in the event in question, plus the amount of deductibles ("eigen risico") that Brinkhof is obliged to pay under the applicable insurance contract; or
- an amount of € 500,000 (five hundred thousand euros).

A claim for liability will lapse in any event if the client fails to notify Brinkhof of the potential claim in writing within one year from the client's discovery of an event or circumstance which may have led to the relevant liability.

By entrusting Brinkhof with an assignment, the client waives any rights to hold any persons working at Brinkhof liable on whatever legal basis.

8 Indemnity

The client indemnifies and holds Brinkhof harmless from and against all third-party claims, including legal costs, in whatever way related to the activities carried out for the client, unless those claims result from gross negligence or willful misconduct by Brinkhof.

9 Third-party benefit clause

These general conditions, including the limitation of liability and waiver formulated in clause 7 as well as the indemnity formulated in clause 8, may be invoked by all persons working at Brinkhof, in any capacity, as well as their legal successors. All the stipulations in these conditions that are to the benefit of Brinkhof will apply to them as an irrevocable clause stipulated without consideration in the sense of article 6:253 of the Dutch Civil Code. The applicability of article 6:254 of the Dutch Civil Code is excluded.

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10 Complaints procedure

If the client has any questions about the services provided by Brinkhof to the client, or if the client has a complaint about those services, the client may always turn to its contact person at Brinkhof. If it so wishes the client may also contact senior partners mr. G.S.P Vos or mr. E.I.M.C. de Vilder. Brinkhof's complaints procedure may be consulted via brinkhof.com/complaintsprocedure.

11 Applicable law and exclusive jurisdiction

The legal relationship between the client and Brinkhof is exclusively governed by Dutch law. The Courts of Amsterdam, the Netherlands, will have exclusive jurisdiction over any dispute which may arise between the client and Brinkhof. The Dutch text of these general conditions will be binding in case of a dispute about the contents or purport of these conditions in any translation.

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brinkhof.com