



## TERMS AND CONDITIONS

***General Terms and Conditions of Rise Maatschap, having its registered office in Haarlem, Chamber of Commerce no. 57139938***

### **Article 1 – General**

1.1. These general terms and conditions (“the General Terms and Conditions”) apply to all legal relationships between Rise and every third party (“client”) that instructs Rise to perform any work.

1.2. Any amendments and additions to any provision of these General terms and Conditions are valid only if explicitly accepted in writing by Rise. Any such amendments and additions shall apply only to the agreement in question.

1.3. Unless agreed otherwise in writing, the applicability of the client’s terms and conditions is excluded.

1.4. If any provision of these general terms and conditions is invalid or ceases to be valid – for instance due to a change in the law – the other provisions of these general terms and conditions shall remain in force. The invalid provision in question will then be replaced by an alternative, valid provision, which is as similar as possible to the original provision in terms of its intended effects.

1.5. These General Terms and Conditions are agreed partly for the benefit of third parties engaged for the performance of an assignment.

### **Article 2 – Assignments**

2.1. All assignments are deemed to have been given solely to Rise, even if the explicit or implicit intention is for the assignment to be performed by a particular individual within Rise. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is explicitly



excluded.

2.2. An agreement is concluded at the moment that the client instructs Rise orally or in writing to perform any services and Rise accepts the assignment to perform those services in writing. If Rise does not accept the assignment in writing, the interpretation given by Rise to the content and purport of the agreement will be decisive, subject to evidence to the contrary from the client. If Rise does not confirm the assignment in writing, the client cannot derive any rights from the assignment or from any undertaking given by Rise.

2.3. Rise may refuse assignments and is not required to give reasons for doing so.

2.4. All assignments are performed exclusively for the benefit of the client. Third parties cannot derive any rights from them whatsoever.

2.5. Whenever desirable or necessary for the proper performance of the assignment, Rise is entitled to engage third parties without being required to notify the client in advance.

### **Article 3 – Performance**

3.1. Rise shall perform the assignments to the best of its abilities. Rise expressly excludes any obligation to achieve particular results in connection with the work.

3.2. The client expressly acknowledges that Rise is not obliged to perform any work at its own initiative in relation to investigations, submissions, the maintenance of rights or other work.

3.3. The client guarantees the accuracy and completeness of the information.

3.4. Where insufficient instructions and documentation have been provided, Rise may act as it sees fit and at the client's risk and account, if and insofar as is necessary. The client hereby explicitly grants power of attorney for this purpose.

3.5. Any alerts regarding the maintenance of rights, including in relation to the renewal of registrations, deadlines etc, are given by Rise free of any obligation. Rise is only obliged to act to maintain these rights if given written instructions to do so by the client.



#### **Article 4 – Fees and Costs**

4.1. Rise's fees will be charged in accordance with:

- a. its lists of rates as applicable at the time in question;
- b. quotes;
- c. the hourly rate applicable at the time in question multiplied by the number of hours spent on the agreed work;
- d. special rates agreed with the client.

Unless agreed otherwise, the fee will include the (official) taxes, fees and costs of third parties.

4.2. Unless agreed otherwise, the fee does not cover the so-called variable costs (exchange rate fluctuations, translations, authentications etc) or the costs arising from procedures in relation to official objections, objections from third parties or any other matters. These costs will be billed to the client separately.

4.3. Any cost budgets are given free of obligation and are of an indicative nature only.

4.4. Rates may be revised by Rise from time to time. All sums are exclusive of VAT.

#### **Article 5 – Payment**

5.1. The client shall pay invoices from Rise within 14 days after the invoice date.

5.2. Rise reserves the right to require advance payments before performing work. The client will receive an advance invoice for any such payments. The work will be performed once that advance invoice has been paid in full.

5.3. In the event of failure to pay on time, the client will automatically be in default and interest will be payable on the sum that remains outstanding at a rate of 1.5% for each month or part of a month that it remains unpaid. No notice of default will be required.

5.4. The client will reimburse all judicial and extrajudicial collection costs, subject to a minimum of €150.00.



5.5. Rise may suspend the performance of any work if the client is in default regarding one or more payments or any other obligations.

#### **Article 6 – Liability**

6.1. Barring gross negligence, malicious intent and/or willful recklessness, Rise accepts no responsibility for any damages other than those which are covered by professional and corporate accountability, provided the insurer decides to award compensation of said damages. Rise shall not be held accountable for inadequate performances by third parties, whether employed by Rise or otherwise.

6.2. In the event of a liability claim by the client, the client will also bear the burden of proof.

6.3. If the circumstances referred to above lead to claims by third parties against Rise, the client will indemnify Rise against those claims.

6.4. Rise shall never be liable for consequential loss.

6.5. Any action for liability will be time-barred one year after the date on which the work that forms the basis for the action was performed or should have been performed.

#### **Article 7 – Force Majeure**

7.1. In the event of force majeure, Rise may suspend its work. In the event of permanent force majeure, Rise is entitled to dissolve the agreement fully or partially. In that case, Rise will not be liable to pay any compensation or penalty.

7.2. Force majeure encompasses all circumstances beyond the control of Rise that render compliance with the obligations temporarily or permanently impossible.

7.3. The client is obliged to pay Rise for all work that had been performed up until the force majeure arose.

#### **Article 8 – Termination**

8.1. Rise is entitled to terminate the agreement with the client with immediate effect, without



notice of default and/or judicial intervention being required, if one of the following situations arises with respect to the client:

- a. bankruptcy, a moratorium on payments, debt rescheduling
- b. a full or partial cessation or winding up of its activities
- c. the client fails to comply with one or more obligations to Rise or to do so in a proper or timely manner.

8.2. If one of the situations referred to in Article 8.1 arises, the client will be obliged to comply with all of its financial obligations. Rise's claims will be due and payable immediately.

8.3. Rise also reserves the right to request security for compliance with the payment obligations.

8.4. The client will inform Rise immediately if a situation within the meaning of Article 8.1 arises.

#### **Article 9 – Jurisdiction and Competent Court**

All legal relationships between Rise and the client are governed exclusively by Dutch law.

Any disputes shall be submitted exclusively to the competent court in Amsterdam.