

## TERMS AND CONDITIONS

### 1. CAPE IP Law cvba

CAPE IP Law is a Belgian company registered with the “Kruispuntbank van Ondernemingen”/ “Banque Carrefour des Entreprises” of Ghent under number 0647.878.539. The attorneys working at Cape IP Law maintain professional indemnity insurance in accordance with the rules of the respective Bar they are affiliated to. CAPE IP Law in these Terms and Conditions refers to both the company CAPE IP Law as well as (one or more of) its individuals attorneys. Your relationship with CAPE IP Law is governed by the present Terms and Conditions, the Engagement Letter (“Aanstellingsbrief”) regarding any matter on which you instruct CAPE IP Law and any additional express terms, subject to any mandatory laws and regulations that may apply. These terms and conditions are subject to review from time to time. These Terms and Conditions are subject to any provision in the Engagement Letter (“Aanstellingsbrief”) for a specific matter, which will take precedence over these Terms and Conditions. Your instructions amount to your acceptance of these Terms and Conditions.

### 2. The client

CAPE IP Law owes duties only to its client (“you” in these Terms and Conditions) and only on matters on which you instruct CAPE IP Law.

These Terms and Conditions also apply to any of your holding, subsidiary, or associated companies for whom CAPE IP Law may act, whether CAPE IP Law receives those instructions directly or via you. CAPE IP Law does not accept any obligation to any other person or company unless I expressly agreed upon otherwise in writing, in which case these terms and conditions will also apply.

### 3. Deliverables

You agree that the deliverables (i.e. any documents in whatever form) which CAPE IP Law provides to you for the purposes of its’ services to you will be used only by those for whom they are intended to be used and only for the purposes for which they are prepared. Such deliverables are not be relied on in any other matter nor to be disclosed to any third party without CAPE IP Law’s prior consent. CAPE IP Law accepts no liability or responsibility to any third party for use of deliverables without its’ prior consent.

CAPE IP Law shall have no liability to you for oral advice provided over the telephone or in meetings, unless such CAPE IP Law confirms it in writing.

### 4. Fees and expenses

CAPE IP Law will send you interim bills, normally on a monthly basis. Unless otherwise agreed, the services rendered will be billed on the basis of an hourly fee. Fees are exclusive of VAT. CAPE IP Law will apply the VAT tariff that is due on these services unless specific exemptions apply. Fees may change from time to time.

CAPE IP Law will invoice disbursements and expenses incurred on your behalf to you with VAT added where applicable.

CAPE IP Law will provide cost estimates upon request. They are a guide and not a cap; unforeseen issues may arise with the result that the actual cost varies from the estimate. CAPE IP Law will discuss any departure from the estimate with you as soon as possible.

## **5. Payment of bills**

Payment of bills is due by bank transfer within 15 days from their date. CAPE IP Law may charge interest on bills which become overdue.

Should you request CAPE IP Law to act for a company or person and that entity fails to pay its' bills in full, you agree to be responsible for the unpaid amount.

## **6. Communication, copyright and documents**

CAPE IP Law's practice is to communicate with clients by e-mail. Though all communications is checked with anti-virus software, CAPE IP Law is unable to guarantee the security and confidentiality of materials sent over the internet and accepts no responsibility for any error, loss or claim which arises as a result of any failure of security or confidentiality.

CAPE IP Law retains entire copyright and all other intellectual property rights in all documents provided by CAPE IP Law to you. You are granted a non-exclusive and non-transferable license to use such documents for the matter for which they are provided.

You agree that CAPE IP Law may disclose as necessary to appropriate third parties (including to insurers, to other third parties for relevant financial and other regulatory requirements and/or in the framework or in preparation of litigation) documents relating to any matter where CAPE IP Law is acting or has acted on your behalf. CAPE IP Law will take all reasonable steps to ensure that confidentiality is maintained.

## **7. Working with others on your behalf**

CAPE IP Law will inform you when it believes it is necessary to liaise with any other lawyers, professional advisers and/or translators. CAPE IP Law may communicate to them all materials it believes may be relevant to assist in advising you. Any such lawyers, advisers and/or translators that CAPE IP Law instructs on your behalf will not act as my agents and CAPE IP Law assumes no liability for services rendered by them to you. Any statement of fees and expenses will be addressed directly to you.

## **8. Data protection**

When CAPE IP Law undertakes work for your business, CAPE IP Law keeps a record of contact details of individuals whom CAPE IP Law may contact to carry out your instructions. CAPE IP Law may also keep other personal information in order to update such individuals from time to time with legal information which may be of interest. You may at any time contact your usual contact person at CAPE IP Law should you wish to review or amend the information CAPE IP Law holds.

## **9. Privacy statement**

Any personal data collected by CAPE IP Law will be processed in accordance with applicable data protection laws and regulations and thus in a lawful, fair and transparent manner. We will only process the personal data that you provide us as well as the data that we receive from third parties and/or legal authorities in relation to files that you have entrusted to us.

This personal data includes your name, address, telephone number, fax number, e-mail address as well as other personal data relevant to files that you have entrusted to us. We will use this personal data only to the extent necessary for the performance of your contract with CAPE IP Law and/or in order to protect legitimate interests as appropriate and in accordance with applicable data protection laws and regulations.

We will take due care to ensure that the personal data that is collected and processed by CAPE IP Law is accurate and that we do not process more of your personal data than what is necessary to adequately serve your interests. We will not store your personal data for a period longer than necessary for the purposes stated above. We take adequate safeguards to ensure appropriate security of your personal data.

Personal data will not be transferred to third parties unless strictly necessary or if we have obtained your informed consent therefor. In particular, we note that, in treating the files that you have entrusted to us, we make use of the document management system Toga (managed by the Belgian company Softconstruct nv, with company number 0431.495.788) as well as the standard e-mail system Microsoft Outlook 365, the use of which should be considered strictly necessary for the purposes stated above.

We note that you are not obliged to provide us with your personal data if you do not wish to do so. However, if you do not provide us with the personal information that we need, we may not be able to provide our services or assistance to you or our clients on your behalf.

Subject to the obligations incumbent on CAPE IP Law based on legislation combatting money laundering operations and the financing of terrorism or any other legally binding provisions, CAPE IP Law will not intentionally reveal personal data allowing the deduction of your identity to any third parties, including your e-mail address, without your prior consent.

You have the right to be informed of any personal data regarding yourself that is being processed by CAPE IP Law, and to demand the correction or removal of any incorrect, incomplete or irrelevant data. You furthermore have a right to data portability. You can exercise these rights by submitting a written request to this effect to us, dated and signed, and containing a copy of both sides of your identity card.

You also have the right to file a complaint with the supervisory authority, which is the Commission for the Protection of Privacy. It can be reached by mail at Rue de la Presse 35, 1000 Brussels, and by e-mail at the following address: [commission@privacycommission.be](mailto:commission@privacycommission.be).

By accepting the Engagement Letter (“Aanstellingsbrief”) and these terms and conditions, you guarantee that you have obtained the informed consent of all natural persons that are associated with you and/or your company that is required for CAPE IP Law to be able to lawfully process their personal data in accordance with this section.

## **10. Conflicts and confidentiality**

CAPE IP Law’s acceptance of any client’s instructions on any matter is subject to completing a satisfactory conflict check and other client intake procedures. CAPE IP Law may represent other clients who operate in your industry and who may be in competition with you, unless there is a legal conflict preventing CAPE IP Law from doing so.

CAPE IP Law will not under any circumstances pass any confidential information from you to any other clients or prospects or vice versa. CAPE IP Law does not have to alert you to the fact, known to it through a conflict of interest check or otherwise, that a third party is seeking advice on a particular matter which may be of interest to you. Unless otherwise agreed, CAPE IP Law may disclose to third parties that you are or have been CAPE IP Law’s client and that CAPE IP Law has acted for you on a matter, as well as such information regarding the matter that is in the public domain.

## **11. Prevention of money laundering**

CAPE IP Law may be required by law to undertake due diligence on all new clients and to monitor the due diligence on an ongoing basis. This entails identifying and verifying the client and any ultimate ownership and control structure where appropriate. You agree that all information collected to perform this due diligence may, if requested, be disclosed to others acting on your behalf.

Belgian law may require in certain limited circumstances that CAPE IP Law discloses suspicions of money laundering to the relevant authorities. In such unlikely cases, CAPE IP Law will probably not be permitted to inform you that it has made or is likely to make such disclosures, and, subject to such authorities' consent, CAPE IP Law may be unable to take further action on your behalf. CAPE IP Law does not accept any liability for any loss that directly or indirectly results from its' compliance with such duties as referred to in this section.

## **12. Limitations on liability and indemnity**

CAPE IP Law's liability to you is limited. CAPE IP Law's liability in aggregate to all persons to whom CAPE IP Law may be liable on any matter for any loss, including without limitation liability for negligence on its' part, but excluding liability for death, personal injury, intentional fault or gross negligence, on any matter is limited to such amount as is finally determined on a fair and reasonable basis by a judicial or other process, but shall not in any event exceed 1,25 million EUR, unless agreed otherwise in the Engagement Letter relating to that specific matter. Where CAPE IP Law is one of several professionals advising you and you have agreed a limitation of liability with another of your advisers, you agree that CAPE IP Law's position will not be adversely affected by such limitation and that CAPE IP Law's liability to you is limited accordingly.

## **13. Termination**

You may terminate your instructions to CAPE IP Law in writing at any time.

CAPE IP Law will only stop acting for you for good reason, including without limitation serious or persistent failure to pay bills or to give clear and proper instructions, insufficient trust between us or a conflict of interest that has emerged in connection with a matter in which CAPE IP Law is advising you. Where possible, CAPE IP Law will give reasonable notice of its' intention to stop acting for you.

CAPE IP Law's retainer to act for you in a specific matter will in any event end when I have fulfilled your instructions in relation to that matter.

If our relationship is terminated by either party or otherwise comes to an end, you must still pay all fees and disbursements for the period until CAPE IP Law stopped acting for you.

## **14. Force majeure**

Neither of us shall be liable to the other for any delay in performing or failure to perform any of our obligations if such delay or failure results from events, circumstances or causes beyond that party's control, including without limitation fire, floods, war, terrorist activities, riots, industrial disputes and/or acts of any governmental or supranational authority.

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## **15. Partial nullity**

The partial nullity of these terms and conditions shall not affect the validity of the remainder of these terms and conditions. The same applies for the Engagement Letter (“Aanstellingsbrief”) and any additional express terms that govern our relationship.

## **16. Survival of certain obligations**

The provisions of these terms and conditions which are expressly or by implication intended to continue to apply following its termination or expiry, including without limitation clauses 3, 5, 6, 9, 10, 11 and 12, will survive termination of our agreement and continue to bind both parties.

## **17. Amendments**

Any amendments to our agreement must be specifically agreed in writing and must be signed by both parties.

## **18. Applicable law and jurisdiction**

These terms and conditions and our relationship are governed by Belgian law. The courts of Brussels shall have exclusive jurisdiction over any dispute relating to our relationship, save that CAPE IP Law shall have the right to refer the claim to alternative dispute resolution of the OCA “Ombudsdienst Consumenten Advocaten” under Chapter VIII.3 of “Code of Ethics for Lawyers”, available on [www.advocaat.be](http://www.advocaat.be).