

1. General

1.1 Ladybird. Law is a sole proprietorship established in Laren NH, the Netherlands and registered at the Dutch Chamber of Commerce (KvK) under number 71387129. Ladybird. Law specializes in providing independent legal and business advice, interim support and workshops and trainings in the field of intellectual property law, including copyright law, trade name law and trademark law, information technology, media & entertainment law, commercial contracts and negotiations, licensing, e-commerce, day to day business and strategy, data protection and telecom, media and communications law.

1.2 These general terms and conditions apply to all quotations, activities, orders and assignments from or to Ladybird. Law, unless agreed otherwise in writing. Deviations from these general terms and conditions are only valid if agreed in writing. The applicability of general terms and conditions used by the client is excluded, unless agreed otherwise in writing.

1.3 Each assignment is accepted and executed to the best of Ladybird. Law's ability, even if it is the express or intention that an assignment be carried out by a specific person. The applicability of (i) Article 7:404 of the Dutch Civil Code, which provides a regulation for the latter, (ii) Article 7:407(2) of the Dutch Civil Code, which establishes joint and several liability for cases in which an assignment has been given to two or more persons, and (iii) Article 7:409 of the Dutch Civil Code, are explicitly excluded from each assignment.

1.4 If necessary for the execution of an assignment, Ladybird. Law may have certain activities performed by third parties. The choice of any third parties to be engaged (lawyers, trademark attorneys, counsels, business and financial advisers, etc.) will be determined in consultation with the client. Liability of Ladybird. Law for errors and/or shortcomings of these engaged persons or other third parties is excluded. On behalf of the client, Ladybird. Law may accept conditions (including any limitations of liability) used by respective third parties.

2. Liability

2.1 Ladybird. Law is not liable for damage suffered by the client or third parties, unless the damage is the result of intent or gross negligence on the part of Ladybird. Law.

2.2 Any liability of Ladybird. Law arising out of or in connection with an attributable default or tort, or based on any other legal basis, is limited to the extent provided and covered by Ladybird. Law's professional liability insurance.

2.3 If the insurer does not pay out in a case for any reason, any liability is limited to the amount that Ladybird. Law received from the client for the work or services in connection with the damage occurred for which Ladybird. Law is actual liable, up to a maximum of EUR 5,000 each case.

2.4 Furthermore, Ladybird. Law is not liable for damage of any nature whatsoever resulting from incorrect and/or incomplete information provided by the client.

2.5 Ladybird. Law is under no circumstances liable for indirect damage suffered by the client, including consequential damage, lost profit, missed savings and damage due to business interruption.

2.6 All claims of the client expire 12 (twelve) months after the activities or services under the assignment to which these claims relate have been performed by Ladybird. Law.

2.7 Client indemnifies Ladybird. Law for claims from third parties that are in any way related to the assignment and reimburses the costs reasonably incurred by Ladybird. Law in connection therewith, unless there is intent or gross negligence on the part of Ladybird. Law.

3. Price and payment

3.1 Ladybird. Law calculates the fee or rate for the agreed services based on the number of hours worked multiplied by the hourly rate agreed with the client.

3.2 If Ladybird. Law has provided an indication or estimate of the costs, this only serves to enable the client to balance and determine the relevant interests involved in the case. The client cannot derive any rights from such cost indication or estimate.

3.3 After the end of each calendar month, Ladybird. Law will send to the client an invoice with regard to and specifying the work and hours performed in that month for the agreed upon services. In addition to the fee or rate and as specified on the invoice, Ladybird. Law will charge the out-of-pocket costs incurred by Ladybird. Law to the client, such as, but not limited to, travel costs (EUR 0.35 p/km), parking costs, translation costs, and in general the costs of third parties engaged in consultation with the client, unless otherwise agreed in writing.

3.4 All invoices must be paid within 14 (fourteen) days of the invoice date. Any disputes with respect to the amount of an invoice do not suspend the payment obligation of the client.

3.5 In the event of late payment, the client will receive a reminder from Ladybird. Law requesting payment of the amount of the relevant invoice within 7 (seven) days. If the client does not pay on time even after that period, the client is in default (without further written notice of default) and Ladybird. Law is entitled to charge 1% default interest per month from the respective due date. From that date, the client also must compensate Ladybird. Law for all judicial and extrajudicial costs reasonably incurred, with a minimum of 15% of the outstanding invoice amount. In addition, Ladybird. Law is entitled to suspend all work and services for the client if the payment term is exceeded, without being liable for any damage caused by this suspension.

3.6 All amounts are exclusive of value added tax VAT (BTW)), unless explicitly stated otherwise.

4. Intellectual Property

4.1 All intellectual property rights to all works and services made available or delivered to the client pursuant to the assignment, such as advice, memo's, agreements, presentations, study material and other documents, are vested exclusively in Ladybird. Law. The client may use these documents in the context of the assignment and in its normal business operations.

5. Confidentiality

5.1 Ladybird. Law and the client will keep confidential all confidential information about each other and with regard to the assignment that they have obtained in the context of the assignment.

6. Applicable law and jurisdiction

6.1 All agreements, assignments and legal relationships with Ladybird. Law are subject to Dutch law. All disputes, that can't be resolved mutually between Ladybird. Law and the client, will be submitted to the competent court in Amsterdam, the Netherlands.