

# Kuras

We only like the real stuff

**General Terms & Conditions**

## Article 1 – Subject

These general terms and conditions (hereinafter referred to as “General Terms and Conditions”) specify Kuras’ procedure for intervening for and/or on behalf of the client within the framework of:

- its advisory, support and representation assignment;
- the drafting of documents with a view to defending its intellectual property rights and other ancillary rights;
- certain questions related to the foregoing.

## Article 2 – Definitions

KURAS means the company (including any/or other future affiliated company), including staff acting on behalf of such company, with whom the Client has entered into an Agreement.

Client means the natural or legal person to whom KURAS provides the Services defined in the Agreement.

Agreement means these General Terms and Conditions, together with a Proposal, if applicable and/or a Representation explicitly accepted by KURAS, if applicable.

Force Majeure means any event that is (i) beyond the control of the Party invoking it; and (ii) against which it could not reasonably protect itself, and (iii) that is of such a nature as to prevent or delay the performance of the contractual obligations of such Party, including but not limited to the following events: hacker attacks, Internet viruses, strikes, lockouts, fires, power failures, storms, accidents, war, the unavailability of public services, etc.

Proposal means a description of the practical aspects of the Services from KURAS to the Client.

Representation means any written request for Services from the Client to KURAS.

Parties means KURAS and the Client.

Services means any of the following assignments: (i) advisory, support and/or representational work; (ii) the drafting of documents with a view to defending intellectual property and other rights; and (iii) any questions related to the foregoing.

## Article 3 – Application of the Agreement

All Services provided by KURAS to the Client are exclusively governed by the Agreement which takes precedence over any other general or specific terms and conditions from the Client. Whenever a Client calls upon the Services of KURAS, the Client is deemed to have read the Agreement and to unconditionally accept it.

## Article 4 – Obligations of KURAS

KURAS undertakes to perform the Services with the necessary diligence and prudence, in accordance with the common professional standards for such Services and in compliance with any and all applicable laws and regulations.

## Article 5 – Obligations of the Client

**5.1** The Client undertakes to provide KURAS in a timely manner with all the information and instructions necessary to enable the proper performance of the Services. In particular, the Client undertakes to respond promptly to all communications from KURAS and to provide

KURAS with all information required by KURAS or any other useful information before the expiry of the response period required in such communications. If there is no official deadline and the Client considers that any Services to be performed by KURAS are urgent, the Client shall explicitly inform KURAS which will make reasonable efforts to comply with such urgency request. In the absence of such explicit request, KURAS cannot be held liable for any delays in the performance of its Services.

**5.2** The Client shall provide KURAS with complete and accurate information and guidance for the performance of the requested Services. The Client undertakes to notify KURAS immediately of any changes to the information previously provided to KURAS.

**5.3** The Client shall be solely liable for any damages that may result from inaccurate, incorrect, inadequate, incomplete or belated information they may have provided to KURAS. If KURAS does not receive a due and timely response before the expiry of the period indicated by KURAS, KURAS may suspend the performance of its Services in full or in part and shall not be liable for any damages the Client may suffer as a direct or indirect result of such suspension.

**5.4** KURAS will submit to Client any documents whose signature is required for the conduct of the Services. The Client shall return to KURAS all required documents as requested by KURAS in advance of any relevant deadline that may be indicated by KURAS. KURAS cannot be held liable for any damages the Client may suffer as a direct or indirect result of the Client's failure to meet any deadline indicated by KURAS.

**5.5** All communication by KURAS shall be sent to the Client's latest known address (email or postal address) as indicated by the Client. The Client shall immediately inform KURAS of any change of its legal name, address, form and/or status. KURAS cannot be held liable for any loss of rights or any damages suffered by the Client if the Client has not duly informed KURAS of such changes.

## Article 6 – Personal data protection

KURAS processes personal data in the context of the performance of its Services in accordance with (i) the provisions of EU Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and (ii) the KURAS Privacy Statement, which is available on <https://www.Kuras.eu/privacy-policy-2/>.

## Article 7 – Term and termination

**7.1** Both Parties may at any time terminate the Agreement without cause by sending a written notice to other Party. If the Client terminates the Agreement, such termination shall be at the Client's risk and the Client shall immediately settle any outstanding fees, expenses or costs due to KURAS for any Services commenced and/or performed by KURAS.

**7.2** In the event of default or delay of payment by the Client of any fees, expenses or costs invoiced by KURAS, or if the Client fails to meet any of his obligations under the terms of the Agreement, KURAS may terminate the Agreement eight days after having served notice of default by registered letter or courier without having received a response, without prejudice to (i) the terms of Article 8.6, and/or (ii) KURAS' right to claim damages and/or to suspend the performance of its Services.

**7.3** Notwithstanding the foregoing, any termination by KURAS shall be in accordance with the rules of professional conduct of the relevant jurisdiction.

## Article 8 – Expenses, charges and fees

**8.1** At the Client's request, KURAS may provide a non-binding forecast of the fees, costs and expenses for certain Services. Such forecast shall be under reservation of any changes that may occur such as changes in official fees or taxes, fees of agents, exchange rates, as well as the developments and complexity of the matter in question.

**8.2** For all Services not covered by a lump sum, KURAS shall invoice its Services on the basis of hourly billing rates which (a) KURAS has communicated to the Client either (i) together with its Proposal, or (ii) when KURAS has accepted the Representation, or (b) are available upon request by the Client. In addition, KURAS' standard hourly billing rates may be adjusted and/or indexed annually. Any services provided by any third parties engaged by KURAS (such as external service providers, etc.) shall not be included in the KURAS fees. If the external service provider invoices the Client directly, KURAS shall confine itself to forwarding the invoice to the Client and the Client shall directly pay to the external service provider.

**8.3** KURAS reserves the right to request an advance payment, or retainer, for fees and expenses at its sole discretion. In that case, the amount and payment terms will be communicated to the client in writing.

**8.4** Invoices sent by KURAS to clients shall be paid in accordance with the terms of the invoice and, unless expressly agreed otherwise in writing, at the latest within 30 calendar days. Any objection by the client against the invoice must be made in writing within 15 days of receipt of the invoice. If the invoice is not paid in time, KURAS reserves the right to suspend its services until payment is received, or terminate its services for the client. If the invoice is not paid in time, KURAS also has the right to charge, in addition to the principal amount, the statutory interest based on the act of 2 August 2002 on combatting late payment in commercial transactions and an additional fixed payment of 10% of the principal amount to cover the administrative costs, with a minimum of €150, to cover the costs and expenses of KURAS due to late payments, without prejudice to the right of KURAS to claim full compensation for the damages it has suffered.

## Article 9 – Liability and guarantee

**9.1** KURAS shall use its best efforts to ensure the due, timely and proper performance of the Services. However, the obligations assumed by KURAS are only obligations of means.

**9.2** If KURAS would fail to meet one of its obligations under the Agreement, its liability for any damages caused to the Client and proven by the latter shall be limited to the lower of the following amounts: (i) three times the total value of the invoices actually paid by the Client for the Services directly linked to the damage caused to the Client, or (ii) two hundred and fifty thousand euros (€250,000). In any case, the Client cannot bring any claim against KURAS, whatever its nature or grounds, beyond a period of six months from the day on which the Client has or should have had knowledge of KURAS' failure to meet one of its obligations.

**9.3** KURAS cannot be held liable for any damages caused by or due to the intervention of third parties, and in particular any damages caused by the products or services of third parties, unless such third party has been appointed by KURAS and not endorsed by the Client. In the latter case, KURAS' liability for any damages caused to the Client by the intervention of such third party shall be limited in accordance with Article 9.2 and 9.4 hereunder.

**9.4** KURAS can never be held liable for any damages caused directly or indirectly by Force Majeure as defined in Article 10 below.

## Article 10 – Force majeure

**10.1** Parties shall be entitled to suspend their obligations under the Agreement in the event of a Force Majeure of such a nature as to prevent or delay the performance of the contractual obligations of one of the Parties.

**10.2** If the Force Majeure would have effects beyond a period of three months, either Party may immediately and automatically terminate the Contract, upon sending a registered letter to the other Party, without any compensation or notice being due.

## Article 11 – Bankruptcy and insolvency

In the event that the Client would take steps to dissolve or cease to exist, files or is or becomes subject to a petition in bankruptcy (or similar reorganization proceeding), or admits its inability to pay its debts as they become due, or becomes subject to the appointment of a receiver, the Client shall, at the request of KURAS, fully and immediately pay all sums due, even before their due date, or provide KURAS with guarantees that the Client's obligations will be duly and properly fulfilled (guarantees that are subject to KURAS' approval), without prejudice to KURAS' right to suspend implementation of the Agreement or to terminate it in accordance with Article 7.

## Article 12 – Disputes

**12.1** If there would be a dispute, about the conclusion, interpretation, implementation or termination of the Agreement, the Parties shall first try to seek an amicable settlement.

**12.2** If no amicable settlement has been reached within 30 days of the dispute arising, the matter shall be brought exclusively before the courts of the place of business of the KURAS firm with whom the Client has entered into the Agreement. For the KURAS companies based in Belgium, these shall be the courts of Brussels.

**12.3** The law of the country of the place of business of the KURAS firm with whom the Client has concluded the Agreement is applicable. For KURAS companies based in Belgium, this shall be Belgian law.

## Article 13 – Miscellaneous

A failure of KURAS to exercise any right provided for herein shall not be deemed to be a waiver of that right.