



TERMS & CONDITIONS

Effective date: 1 March 2020

1. ABOUT ANCHOR IP. Anchor Intellectual Property (“Anchor IP”), is a Dutch company registered with the Chamber of Commerce under number 77658019 and has its registered office at President Kennedylaan 19, 2517 JK, The Hague, the Netherlands.

The services of Anchor IP include, but are not limited to: e-books, books, webinars, lectures, online training and legal services about all aspects of Intellectual Property. Anchor IP also assists amongst others with clearance searches, registration formalities, management and enforcement of Intellectual Property rights. All our legal products and services are hereafter collectively referred to as “Services”.

2. APPLICABILITY. These Terms and Conditions (“T&C”) apply to any legal relationship between Anchor IP and the client, and any Services provided by Anchor IP to the client. This includes any Services that are laid down in an engagement letter or offer to the client. The applicability of any general terms and conditions used by the client is hereby expressly excluded.

3. EXECUTION OF ASSIGNMENTS. An agreement between the client and Anchor IP only comes in existence after Anchor IP has accepted the assignment in writing. All instructions and assignments by the client to Anchor IP are deemed to have been given exclusively to Anchor IP. This includes any persons or legal entities who are involved in the execution of the assignment for or on behalf of Anchor IP, including any third-party service providers as further defined in Article 4 of these T&C. Articles 7:404, 7:407 sub 2 and 7:409 of the Dutch Civil Code (“Burgerlijk Wetboek”) are excluded.

Anchor IP can only execute the Services requested by the client if the client properly informs Anchor IP about its objectives for the requested Services. The client will provide Anchor IP with all facts and information necessary to execute the Services.

Anchor IP will execute its Services only for the client and not for any third party. Third parties are therefore not entitled to rely on the content or results of the Services provided to the client and can also not derive any rights therefrom.

4. THIRD PARTY SERVICE PROVIDERS. Anchor IP, in the execution of assignments, may engage third-party service providers (including bailiffs, trademark search and watching service providers, online brand protection providers, investigators, agents, etc.). To the extent reasonably possible, the client will be informed hereof before such third-party service provider is instructed by Anchor IP.

Anchor IP is entitled, at its sole discretion, to select the third-party service providers it cooperates with, and to share confidential information from the client with those third parties, unless the client has expressed the desire to work with one or more specific third parties prior to starting the execution of the Services by Anchor IP.

These T&C equally apply to all services rendered to the client by third-party service providers of Anchor IP. Everything that has been stipulated in these T&C for Anchor IP shall be deemed an irrevocable third-

party clause in accordance with Article 6:253 of the Dutch Civil Code. The applicability of Article 6:254 of the Dutch Civil Code is excluded.

Anchor IP is not liable for any services from any of those third-party service providers; the liability for any omissions or errors made by a third-party service provider is hereby expressly excluded. Anchor IP is furthermore authorized by the client to accept, on behalf of the client, conditions and limitations of liability applied by those third-party service providers in their own terms and conditions.

5. LIMITATION OF LIABILITY. Anchor IP shall, to the extent reasonably possible, execute the assignment with due care and to the best of its ability, however Anchor IP cannot guarantee a certain outcome or certain results. If, during the execution of an assignment, an event occurs that leads to liability, such liability will be limited to the amount paid out under the professional liability insurance of Anchor IP. Should the insurance company refuse to pay out, the total liability of Anchor IP will be limited to the amount invoiced to the client in relation to the assignment. A claim will lapse if the client fails to notify Anchor IP in writing of the possible liability within one year of the client becoming aware of an event or circumstance that may give rise to liability.

6. INDEMNIFICATION. The client indemnifies and holds Anchor IP harmless against any and all claims by third parties, including any legal fees, which are in any way related to the Services carried out by Anchor IP for or on behalf of the client, unless these third-party claims are the result of intent or gross negligence at the side of Anchor IP.

7. IDENTITY OF CLIENT. Anchor IP is required to establish the identity of its clients, and as the case may be, Anchor IP may be required to report unusual transactions to the relevant authorities based on legislation such as the Dutch Money Laundering and Terrorist Financing (Prevention) Act (“Wet ter voorkoming van witwassen en financiering van terrorisme”). The client is deemed to be aware of this legislation and hereby grants Anchor IP permission to make such report. The client hereby indemnifies and holds Anchor IP harmless against third-party claims associated with any (incorrect) report made by Anchor IP.

8. FEES AND INVOICING. For the execution of its Services, Anchor IP shall charge a fee to the client. The fee includes Services rendered, office expenses and, if applicable, VAT. Anchor IP shall invoice to the client once a month, and invoices must be settled on or before the due date indicated on the invoice.

Unless agreed otherwise by Anchor IP and the client, the fee will be calculated by multiplying the number of hours of work by the hourly rates established by Anchor IP from time to time and as indicated in the engagement letter or offer.

For certain cases, Anchor IP may request the client to pay in advance of the execution (in whole or in part) of the Services. Advance payments made by the client will be deducted from the final invoice.

All amounts on the invoices are stated net of VAT. The client accepts that Anchor IP may change its rates, whereby it is noted that rates will not change during the Services rendered to the client. New fees would only apply to new assignments.

9. LATE PAYMENT. If payment of the invoice is not received on or before the due date indicated on the invoice, the client shall be deemed to be in default without further notice of default and Anchor IP shall be entitled to charge legal interest (“wettelijke rente”). Anchor IP may suspend or cancel its Services until all outstanding invoices have been paid in full. Anchor IP rejects all liability for any loss

or damage that the client may incur as a result of such suspension or cancellation of Services by Anchor IP.

10. EXTRAJUDICIAL COLLECTION. Anchor IP is entitled to payment of extrajudicial collection costs by the client, if an invoice remains unpaid after a payment reminder has been sent to the client. These extrajudicial collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs Decree (“Besluit vergoeding buitengerechtelijke incassokosten”).

11. CHANGES IN THE LAW. Amendments or changes in the law or regulations which occur after Anchor IP has executed the requested Services do not oblige Anchor IP to advise the client about such amendments and changes or to perform any additional Services (unless expressly agreed upon between Anchor IP and the client).

12. INTELLECTUAL PROPERTY. Anchor IP owns all intellectual and other property rights to all the works that Anchor IP has developed or created in relation to its Services, including e-books, social media content, presentations, reports, written opinions and all other material and documents that the client receives from Anchor IP.

13. DOCUMENT RETENTION. Anchor IP will retain all files and documents, including documents that belong to the client or third parties, for a period of 7 (seven) years after termination of the Services to the client by Anchor IP. After that period of 7 years, Anchor IP is entitled to delete and destroy these files and documents without any further notification thereof to the client.

14. COMMUNICATION. When giving an assignment to Anchor IP, the client agrees that non-secure forms of communication are used, such as telephone, email or fax. Anchor IP cannot be held liable for any damage, direct or indirect, resulting from the use, in any way whatsoever, of such communication.

15. GOVERNING LAW AND JURISDICTION. All Services by Anchor IP are governed by Dutch law. The District Court of The Hague shall have exclusive jurisdiction to settle any disputes arising out of the relationship between the client and Anchor IP, the execution of any Services by Anchor IP or any provision of these T&C.

16. CHANGES TO THESE T&C. Anchor IP may update these T&C from time to time. The “effective date” on top of these T&C will always show the most recent version.

CONTACT US. If you have any questions about our T&C, please contact us by sending an email to: diana.versteeg@anchor-ip.com or write us at:

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