

GENERAL CONDITIONS OF LIFE SCIENCES LEGAL

1. Life Sciences Legal (further: 'Life Sciences Legal') is a partnership for the purpose of conducting the practice of attorney, patent attorney and proxy attorney.
2. These general terms and conditions govern each assignment, including any subsequent or ancillary assignment, given to any person working at Life Sciences Legal. Also all persons who are involved in carrying out an assignment may invoke these terms and conditions.
3. Professional fees shall be calculated on the basis of the number of hours worked, multiplied by the relevant hourly rates as determined by Life Sciences Legal. All external costs made by Life Sciences Legal in the course of carrying out an assignment shall be charged separately without surcharge, where applicable including VAT. Professional fees and external costs shall be invoiced on a monthly basis. Invoices must be paid within 14 days of the date of the invoice. In the event of late payment, Life Sciences Legal is entitled to charge statutory interest as well as the costs related to the collection of the invoice.
4. If an incident (including a failure to act) occurs resulting in liability of Life Sciences Legal, any and all liability shall be limited to the amounts to which the professional liability insurance taken out by Life Sciences Legal provides coverage, plus the amount under such insurance of the own risk deductible of Life Sciences Legal for such event. Life Sciences Legal has coverage in accordance with the ordinance on professional liability of the Dutch Bar. In the event that Life Sciences Legal cannot, for whatever reason, claim payment under the professional liability insurance, Life Sciences Legal's liability shall be limited to the amount in professional fees that has been charged in the relevant matter.
5. Life Sciences Legal shall, as far as possible, consult the client before engaging third parties and shall in any event exercise due care in its selection of third parties. The client hereby authorises Life Sciences Legal to accept any limitations of liability as well as other general conditions of third parties on its behalf.
6. The client indemnifies and holds Life Sciences Legal harmless from and against all third party claims, including legal costs, arising in whatsoever matter from the activities carried out for the client, unless those claims result from gross negligence or wilful misconduct by Life Sciences Legal.
7. Unless agreed otherwise in writing, Life Sciences Legal will obtain and own the intellectual property rights on all documents and exhibits prepared in the course of an assignment, including but not limited to written letters, written briefs of proceedings, advises, notes, articles and all concepts thereof.
8. The assignments with Life Sciences Legal are subject to the professional obligation to observe secrecy.
9. In the event of any discrepancy between the Dutch text and the English text as to the contents and purport of these conditions, the Dutch text will prevail.
10. The relationship between the client and Life Sciences Legal is exclusively governed by Dutch law. The competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction over any dispute which may arise between the client and Life Sciences Legal.