

General Terms and Conditions

1. Definitions

- 1.1. Ensemblate vof (“Ensemblate”): the user of these General Terms and Conditions, with registered office in Amsterdam, listed in the Trade Register under Chamber of Commerce number 86168177.
- 1.2. Client: the natural or legal person with whom Ensemblate has entered into, or intends to enter into an Agreement.
- 1.3. Party: Ensemblate and the Client(s), together the “Parties” that have entered into an Agreement
- 1.4. Agreement: any oral or written agreement between Ensemblate and the Client, under which Ensemblate has agreed to provide Services to the Client.
- 1.5. Services: all the activities to be performed by Ensemblate under the Agreement, which may include:
 - 1.5.1. Identification of potential new partners or relationships;
 - 1.5.2. Engaging with potential new partners or relationships;
 - 1.5.3. Analysis of new partners or relationships
 - 1.5.4. Market studies, market analyses, competitor analyses;
 - 1.5.5. Consultancy in business strategy, business development and financial planning;
 - 1.5.6. Consultancy in IP strategy, the drafting of legal documents and licensing agreements and defining a clear regulatory and reimbursement strategy.

2. General

- 2.1. These General Terms and Conditions apply to any and all offers made to Ensemblate, and any Agreement between Ensemblate and the Client, insofar as Parties have not expressly agreed otherwise in writing.
- 2.2. These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties in relation to the subject matter of the Agreement, unless specifically indicated otherwise therein.
- 2.3. By entering into an Agreement on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future Agreements even if this is not expressly stated.

3. Offer and formation of the agreement

- 3.1. Unless explicitly stated otherwise, offers made by Ensemblate are without obligation.
- 3.2. Ensemblate prepares the offer based on the information supplied by, or on behalf of the Client. The Client cannot derive any rights from an offer that is based on incorrect or incomplete information supplied by, or on behalf of the Client. Any information with regard to expected results or performance supplied through the offer of Ensemblate is indicative and not binding.
- 3.3. The Agreement shall take effect as soon as the Agreement made between the Parties has been signed by the Client and made available to Ensemblate.
- 3.4. If, and insofar as Ensemblate has not yet received the signed Agreement, then the Agreement will be considered as concluded under these General Terms and Conditions, as soon as Ensemblate has started to perform any Services at the Clients request, orally or in writing.

4. Execution of the Agreement

- 4.1. Ensemblate will carry out all Services with reasonable skill, care and diligence, in accordance with the Agreement, and professional standards.
- 4.2. Ensemblate shall carry out its obligations under the Agreement with due observance of the applicable (inter)national laws, and regulations. Ensemblate shall not, under any circumstance, be required to commit any act or omission that is in conflict or incompatible with the aforementioned laws and regulations.
- 4.3. Ensemblate will determine the manner in which the Agreement will be executed and with whom, taking into account the Client's wishes insofar possible.
- 4.4. In the event that Ensemblate second its employees and/or the employees of third parties engaged by Ensemblate to the Client for the performance of Services, such secondment will take place under art. 7:400 Burgerlijk Wetboek (Dutch Civil Code).

5. Confidentiality

- 5.1. Ensemblate shall keep confidential, and shall not disclose to third parties any information of a confidential nature provided to Ensemblate by Client for the purpose of the Agreement ("**Confidential Information**"). Ensemblate shall contractually bind its employees, affiliates or third parties engaged by Ensemblate, other than referred to in Section 5.3, to terms at least as strict as the terms under this Section 5.
- 5.2. The foregoing shall not apply to Confidential Information which (i) is or becomes part of the public domain without fault on the part of Ensemblate; (ii) was already known by Ensemblate, other than under an obligation of confidentiality, at the time of disclosure by the Client; (iii) is lawfully acquired by Ensemblate from a third party on a non-confidential basis; or (iv) confidential information that Ensemblate is required to disclose pursuant to any law, lawful governmental, quasi-governmental, judicial order or legal process.
- 5.3. Client allows Ensemblate within the scope of the Agreement to process Confidential Information concerning the Client and/or its employees, affiliates and clients or third parties, and allows Ensemblate, under confidentiality, to share the Confidential Information with (i) Ensemblate's employees that have a need to know in view of the Services, (ii) Ensemblate's insurers or legal or financial advisers and (iii) if required, and only with Client's consent, third parties involved in the execution of the Agreements (collectively hereinafter referred to as "**Disclosees**"). Ensemblate shall contractually bind Disclosees to terms at least as strict as the terms under this Section 5.
- 5.4. Each Party will process any personal data processed within the scope of the Agreement in accordance with the General Data Protection and Regulation (GDPR) and/or any applicable (inter)national laws and regulations concerning the protection of personal data.
- 5.5. Ensemblate may disclose the name of the Client and sketch a broad outline of the Services performed to any (potential) clients as an indication of its experience, unless otherwise agreed in the Agreement.
- 5.6. Client will not disclose any of Ensemblate's confidential information or provide third parties with any information concerning the Agreement, the content of reports, opinions, project proposals or any other written or oral statements issued by Ensemblate without its prior, written consent, except if required by (inter)national laws or regulations.
- 5.7. Client will impose its obligations under this Section 5, to any third party engaged by Client.

6. Fees and Expenses

- 6.1. Client shall pay to Ensemblate the fees specified in the Agreement
- 6.2. Fees specified in the Agreement do not include (i) Travel expenses outside the Netherlands and out-of-pocket expenses, (ii) expense claims filed by third parties engaged by Ensemblate, (iii) value added tax and (iv) other government levies, unless stated otherwise in the Agreement. Client will reimburse Ensemblate for such additional expenses.
- 6.3. If, between the signing of the Agreement and its completion, any parameter relevant to the calculation of the fee will be subject to change, Ensemblate will have the right to adjust the fee accordingly.
- 6.4. Unless otherwise stated in the Agreement, payment will be made, without any deduction, discount or debt settlement, within fourteen (14) days of receipt of an invoice submitted for Ensemblate Services. Payment shall be into the bank account mentioned in the invoice. Invoices will be sent electronically.
- 6.5. Client will pay a late fee of one percent (1%) per month or the highest rate allowed under the law, whichever is higher, on any overdue amounts. Client also agrees to pay Ensemblate all reasonable costs and expenses of collection, including attorneys' fees.
- 6.6. If any facts or circumstances give Ensemblate good reason to fear that the Client will not fulfil its obligations under the Agreement, or will not fulfil them (or have them fulfilled) in full, the Client shall, immediately at the request of Ensemblate provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If the Client fails to provide such a security or advance payment, Ensemblate has the right to immediately suspend (further) execution of the Agreement, and all amounts owed by the Client will become immediately due and payable.
- 6.7. In the event of a jointly commissioned Agreement, all Clients are jointly and separately liable for payment of the full fee charged under the Agreement.

7. Complaints

- 7.1. Client must notify Ensemblate in writing of any complaints relating to the Services performed and/or the invoice amount within forty-five (45) days of the date of dispatch or documents or information in respect of which a complaint is filed.
- 7.2. Complaints as referred to in Section 7.1 shall not suspend the Client's obligation to pay any fee, or additional costs, due. The Client is not entitled, by virtue of a complaint in respect of a certain part of the Services, to defer or refuse payment for other Services provided by Ensemblate to which the complaint does not relate.
- 7.3. If Client files a legitimate and timely complaint, the Client may choose between an adjustment of the fee charged or have the rejected part of the Services rectified or redone free of charge.

8. Term and Termination

- 8.1. Except as otherwise provided in the Agreement, the Agreement shall expire at the moment that all Services have been executed and completed by Ensemblate and all payments have been made by Client, unless the Agreement is terminated as provided in Section 8.2 or 8.3.
- 8.2. Each Party may terminate the Agreement without cause upon one (1) month prior written notice.

- 8.3. Either Party may forthwith terminate the Agreement upon prior written notice upon:
 - 8.3.1. The breach of any material provision of the Agreement by the other Party if such breach is not curable or if curable, the breaching Party has not cured such breach within a thirty (30) day period following receipt of a written notice by the non-breaching Party substantiating such breach ("*ingebrekestelling*"); or
 - 8.3.2. The filing or institution of bankruptcy, liquidation or receivership proceedings of the other Party or in the event a receiver or custodian is appointed for the other Party's business, or if its business is discontinued.
- 8.4. If the Client chooses to terminate the Agreement prior to its completion, the Client is obliged to pay the fee for any Services performed by Ensemblate until the effective date of termination. In the event that Client chooses to terminate the Agreement prior to its completion pursuant to Section 8.2, the Client shall, furthermore, reimburse Ensemblate all (out-of-pocket and internal) costs that will be reasonably incurred by Ensemblate after the effective date of termination of the Agreement pursuant to commitments entered into by Ensemblate prior to the effective date of termination including costs of personnel that Ensemblate has allocated to provide the Services that cannot be re-allocated to other projects, provided, however, that Ensemblate will use commercially reasonable efforts to mitigate such costs.
- 8.5. Ensemblate will, at request of the Client, return all information and documentation provided by the Client upon termination or completion of the Agreement, except for one archival copy for reference and proof.

9. Liability and Indemnification

- 9.1. Ensemblate will indemnify and hold harmless the Client from and against any and all third-party claims and demands for loss, damage, liability or expense (including reasonable attorney's fees) arising out of the gross negligence or wilful misconduct of Ensemblate in the performance of its obligations under the Agreement unless for and to the extent that such loss or damages are due to gross negligence or wilful misconduct on the part of the Client.
- 9.2. Ensemblate shall never be liable for any indirect damage, including lost profits, and damage due to the stagnation of business operations. If liability cannot be excluded, only direct damage will be eligible for reimbursement.
- 9.3. Save for gross negligence or wilful misconduct of Ensemblate or its officers, any and all liability of Ensemblate (including its indemnification obligation) is limited to an amount equal to once the fee paid by the Client for the specific Services from which the liability arises. In the event of an agreement with a duration longer than twelve (12) months, the liability of Ensemblate is limited to the fees paid by the Client for the specific Services from which the liability arises of the twelve (12) months preceding the damage occurring event. In any event, a claim will be unenforceable and lapse unless Ensemblate receives a written notice thereof no later than six (6) months after the discovery of an event or circumstance that gives or may give rise to that claim.
- 9.4. In the event of a jointly commissioned Agreement, the limitation of liability with respect to the Agreement shall apply to all Clients jointly. Any indemnification paid pursuant to Section 9.1 shall be provided to the Clients jointly, to be allocated according to their wishes.
- 9.5. Any and all Agreements are accepted and executed exclusively by Ensemblate or on its behalf. Any right of indemnification or action by the Client should be brought directly and exclusively to Ensemblate.

- 9.6. Client will indemnify, and hold harmless Ensemblate from, and against any and all third-party claims and demands for loss, damage, liability or expense (including reasonable attorney's fees) caused by:
 - 9.6.1. Any inaccuracy or incompleteness in the information provided by it or on its behalf;
 - 9.6.2. A delay in the delivery of the documentation or personal data provided by it or on its behalf;
 - 9.6.3. Any other failure in the performance of the obligations of the Client under the law, these General Terms and Conditions or the Agreement; and
 - 9.6.4. Circumstances which cannot be attributed to Ensemblate otherwise.
- 9.7. Except where wilful misconduct or gross negligence of Ensemblate is concerned, the Client shall indemnify Ensemblate against all third-party claims on any grounds whatsoever in respect of compensation for damages, costs or interest, directly or indirectly related to the performance of the Agreement.
- 9.8. Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control. Upon the occurrence of any such event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance. The Party not affected by the force majeure is entitled to terminate the Agreement upon one month written notice.

10. Miscellaneous

- 10.1. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between the Parties and – irrespective of the form – third parties, including, but not limited to the Dutch tax authorities. The parties shall do or omit all that can be reasonably expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.
- 10.2. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.
- 10.3. Changes to these General Terms and Conditions can only be agreed upon in writing in the Agreement
- 10.4. The Client cannot assign the Agreement, or any obligation therein, to a third party without the prior written consent of Ensemblate, not to be unreasonably withheld.

11. Governing Law and Jurisdiction

11.1. These General Terms and Conditions, any and all Agreements and any and all offers made by Ensemblate are exclusively governed by the laws of the Netherlands.

11.2. Any disputes arising out or in connection with an Agreement, which cannot be resolved amicably within a reasonable period of time, will be submitted to the competent court in Amsterdam if the Client has its principal place of business within the European Union. In the event of a Client that has its principal place of business outside the European Union, such disputes shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam, the Netherlands. The seat of arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal shall consist of one arbitrator appointed in accordance with the list procedure. The arbitration shall be conducted in English. The arbitrator shall decide in accordance with the rules of law.