



Da Vinci Partners^{LLC}

Intellectual Property is our middle name

General Terms and Conditions (GTC):

A. Scope and Applicability

These General Terms and Conditions (“GTC”) of Da Vinci Partners LLC, Rathausgasse 1, 9320 Arbon, Switzerland (hereinafter “Da Vinci Partners”), together with any provisions declared binding by reference herein and set forth outside these GTC, in powers of attorney and/or particular engagement letters, fee arrangements, and privacy policies, govern the rights and obligations arising out of the attorney-client relationship as well as the contractual relationship between Da Vinci Partners and its clients.

These GTC apply to all services provided by Da Vinci Partners, irrespective of whether such services are rendered in connection with the use of the website (<https://davincipartners.com/>) or within the framework of a specific client engagement.

B. Scope of Services

The services provided by Da Vinci Partners constitute services within the meaning of a mandate pursuant to Art. 394 et seq. of the Swiss Code of Obligations.

The services of Da Vinci Partners include legal advice and in particular representation in the field of intellectual property law, including, but not limited to, patents, trademarks, designs, and related rights.

Such services include, without limitation, basic legal advice, the filing, prosecution, management, and enforcement of intellectual property rights, the conduct of searches and analyses, advising on IP protection strategies, as well as coordination and cooperation with domestic and foreign associate counsels and authorities.

The specific scope of services to be rendered in any individual matter shall be determined exclusively by any applicable engagement letter.

C. Scope of Engagement and Fees

The scope of each engagement may be set forth in a separate engagement agreement or engagement confirmation (hereinafter the “Engagement Letter”), which may be issued for each individual matter.

The fee arrangement, including billing rates, invoicing terms, and any retainers or advance payments, shall be specified in the respective Engagement Letter or published on our website.

D. Payment Terms

Unless otherwise agreed, invoices shall be payable in full, without deduction, within thirty (30) days from the invoice date.

In the event of late payment, Da Vinci Partners shall be entitled to issue payment reminders. If payment is not made after two reminders, Da Vinci Partners reserves the right to assign the outstanding claim to a collection agency, such as Creditreform Egeli St. Gallen AG, Teufener Strasse 36, 9001 St. Gallen, Switzerland, for further handling, or to initiate legal proceedings.

Any reminder fees, collection costs, and enforcement expenses shall be borne by the client.

E. Termination of Engagement

The attorney-client relationship may be terminated by either party at any time upon notice, subject to any mandatory rules of professional conduct. Da Vinci Partners shall be entitled to withdraw from representation. Termination of the engagement shall not affect the client’s obligation to pay for services rendered and costs incurred up to the date of termination.

F. Data Protection

Da Vinci Partners processes personal data in the course of its representation in compliance with applicable data protection laws and regulations. The current version of the Da Vinci Partners Privacy Policy, available at: [Privacy Policy | Da Vinci Partners LLC](#), shall apply and forms an integral part of these GTC.

G. Amendments to the GTC

Da Vinci Partners reserves the right to amend these GTC at any time. Any amendments shall be communicated in due time and shall be deemed accepted unless the client objects in writing within thirty (30) days.

E. Governing Law and Jurisdiction

These GTC shall be governed by and construed in accordance with the laws of Switzerland. The exclusive place of jurisdiction shall be Arbon, Switzerland.

F. Final Provisions

Should any provision of this Agreement be invalid, incomplete, or unenforceable, or should performance become impossible, the validity of the remaining provisions shall not be affected thereby.