

GENERAL CONDITIONS OF EDP PATENT ATTORNEYS B.V.

Clause 1. General

- 1.1. Contractor: EDP Patent Attorneys B.V. (hereafter called: "EDP") is a private limited company registered under number 52194795 with the Chamber of Commerce, whose objects are to carry out the practice of patent attorney and marks and design attorney, in the broadest sense. EDP was founded in 2011 as Ellens & van Essen B.V. On 27 June 2016 the name of Ellens & van Essen B.V. was changed to EDP Patent Attorneys B.V. EDP furthermore makes use of the following trade names: EDP Patent Attorneys, EDP octrooigemachtigden, EDP IE adviseurs, EDP patent law firm, EDP IP, octrooibureau EDP, Octrooibureau Plus Ultra, Plus Ultra Patent Attorneys, Plus Ultra Octrooigemachtigden, Plus Ultra IE, Plus Ultra IP, Plus Ultra Patent Law Firm, and Plus Ultra IE adviseurs.
- 1.2. Customer: the legal entity, or the natural person acting in the course of a profession or business, who enters into a contract of assignment with the contractor.
- 1.3. Contract of assignment: the contract of assignment as referred to in Article 7:405 Dutch Civil Code (DCC).

Clause 2. Applicability

- 2.1. These general conditions apply to all offers and assignments, the work ensuing therefrom and every other legal relationship between EDP and the customer.
- 2.2. All EDP's offers are without commitment, unless otherwise agreed in writing or if there has been deviation therefrom in these general conditions.
- 2.3. If and insofar as there is deviation from these general conditions, the deviations must be agreed in writing. The provisions of these general conditions from which there is no deviation apply in full.
- 2.4. The applicability of conditions of the customer is hereby explicitly rejected.
- 2.5. If one or more provisions of these general conditions turn out to be void, or are voided, the other provisions will continue to apply in full.

Clause 3. Conclusion of the contract of assignment

- 3.1 A contract will only be concluded after acceptance of the assignment by EDP, or after EDP has made a start with the work on behalf of the assignment. EDP is free to at all times refuse or not accept a customer or (part of) an assignment or to make the execution of the assignment subject to specific conditions. If an assignment is not accepted, EDP will state this within fourteen (14) days of receipt of the assignment.

Clause 4. Information and instructions

- 4.1. EDP will execute the assignment on the basis of the information and instructions furnished by the customer. In order to enable EDP to execute the assignment the customer is bound to furnish EDP in time and in writing with full, detailed and clear information and instructions relating to the assignment, including information with which the customer is familiar with regard to earlier requests and publications in connection with the subject matter of the assignment or a similar subject matter.
- 4.2. Without prejudice to the provisions of Clause 3.1. and Clause 5.3 the customer must ascertain in time whether an assignment has actually been received by EDP and can be processed by EDP. An automatic receipt confirmation by email is not confirmation of receipt and possible processing by EDP.
- 4.3. The customer states to be aware of the fact that the non-timely passing on of an assignment can entail extra costs and/or loss, including loss of rights, for which EDP is not liable. There will be a timely passing on of an assignment inter alia, but not exclusively, if:
- An assignment for the filing of rights whereby a priority right is claimed, is granted at least 1 month before the end of the priority right.
 - An assignment for the conversion of PCT applications is granted at least 1 month before the end of the 30-month term if the matter concerns a conversion to a European patent application and at least 2 months before the end of the 30-month term if the matter concerns a conversion to other countries or regions.
 - An assignment serving to validate a European patent in one or more designated member states, given at latest on the day of the granting.
- 4.4. The customer will inform EDP in time and in writing and clearly of any changes in its address details and other access particulars.
The holder of a registered right in the area of intellectual property, like a patent, a patent application, a mark registration is bound to inform EDP in time as to changes relating to the ownership. Costs connected with changes of the holder details in official registers will be passed on to the customer. The failure to pass on changes in the ownership and holder details in time is at the expense and risk of the holder and the customer.
- 4.5. The customer is bound to inform EDP in advance in writing regarding instructions which are the reserve of specific persons within the legal entity, organisation or within the joint venture.
- 4.6. EDP is entitled, by a mere written notice, to terminate every contract made with the customer, if it turns out that the customer – whether or not acting in good faith – has furnished incorrect and/or incomplete information. EDP is not liable for loss, of whatever nature, because EDP based itself on the inaccurate and/or incomplete information furnished by the customer.

Clause 5. Execution of the assignment

- 5.1. EDP views all assignments of clients as exclusively granted to it, even if it is the explicit or tacit intention that an assignment is to be executed by a specific person. The working of Article 7:404 Dutch Civil Code, which provides an arrangement for this case, and the working of Article 7:407(2) Dutch Civil Code, which grants several liability for the cases in which two or more persons have been granted an assignment, is excluded.

- 5.2. EDP will execute the assignment granted to it to the best of its ability and with the requisite care. In the execution of assignments granted to it EDP will show the due care of a good contractor. Under no circumstance whatsoever is EDP subject to an obligation relating to a result.
- 5.3. An assignment can be deemed accepted after written confirmation by EDP, or after EDP made a start with the work on behalf of the assignment. An assignment also encompasses the assignment to report on the developments relating to the assignment and – if necessary without further consultation – to do everything that is required to maintain the requested or obtained rights. No liability whatsoever can ever be derived from the non-execution of work which was not explicitly instructed.
- 5.4. EDP is free not to accept an assignment or to terminate an assignment if there could be a “conflict of interest” if the assignment were (further) executed. If EDP manages a patent right for which it has not carried out the granting procedure and for which EDP only translated, certified and/or validated, actions against this patent right by EDP on behalf of another customer cannot result in a “conflict of interest”. EDP is not bound to accept an assignment, if the customer and/or the country where the customer is based is not affiliated with the Society for Worldwide Interbank Financial Telecommunication (SWIFT) or transactions with the customer and/or the country where the customer is based are not allowed on the basis of (inter)national agreements and/or (inter)national law.

Clause 6. Third parties

- 6.1 By means of granting an assignment to, or entering into a contract with EDP, the customer grants EDP power of attorney to, if EDP deems such desirable for a correct execution of the assignment granted to EDP, to engage third parties. When engaging such third parties EDP acts as the customer's agent. The power of attorney encompasses accepting general conditions and limitations of liability of third parties on behalf of the customer.
- 6.2 Not only EDP, but also all persons who are engaged in the execution of any assignment can invoke these general conditions. The same applies for former EDP employees, including their heirs, if they are held liable after the employment with EDP has ended.

Clause 7. Confidentiality

- 7.1 EDP endeavours complete confidentiality regarding every notice of a confidential nature to EDP in the framework of the execution of an assignment.
- 7.2 Insofar as information is made available to third parties as a result of transmitting information electronically, EDP is never liable therefore.

Clause 8. Invoices

- 8.1 Unless otherwise agreed, the customer will be charged a fee on the basis of hourly rates determined by EDP in advance, multiplied by the number of hours put in on an assignment, and optionally by an urgency factor. In addition, EDP also applies fixed fees. The customer will be charged all costs, such as taxes, court registry fees and invoices of domestic and foreign parties who are engaged, in connection with the execution of an assignment. The charging of fees and costs does not depend on the result of the work executed.
- 8.2 EDP can demand payment of an advance by the customer, or charge interim and/or final invoices at any time. EDP is entitled to set off a paid advance against an invoice and/or costs made or to be made at any

time. As long as advances which have been charged have not been paid or the customer defaults on the payment of an invoice, EDP is entitled to suspend its work. EDP is never liable for the loss ensuing therefrom for the customer.

- 8.3 EDP will pass on the costs of the services provided by third parties as referred to in Clause 6.1 to the customer. EDP will pass on the costs of the services provided by third parties, as referred to in Clause 4.4, to the customer. EDP functions as the payment address in this respect. EDP will pass on the part of amounts invoiced by EDP to which third parties are entitled to said third parties.
- 8.4 In the event there are several customers, each of the customers is severally liable for the entire fee and the costs owing.
- 8.5 Invoices of EDP must, unless otherwise agreed in writing, be paid – without discount or withholding – within fourteen (14) days of the invoice date, by deposit on the account number set out on the invoice. Objections to the amount of the invoice(s) will not suspend the payment obligation.
- 8.6 The customer is not entitled to set off a claim on the one part against a claim of EDP, unless EDP has unconditionally acknowledged the counter-claim and has agreed to the set-off in writing, or the customer has been permitted to do so on the basis of a final and irrevocable judicial or arbitral judgment.
- 8.7 If the customer continues to default on timely payment, the customer, without any demand or notice of default being required, will legally owe the statutory commercial interest as referred to in Article 6:119a Dutch Civil Code. In addition, all costs which EDP reasonably makes to determine loss and liability and to obtain extrajudicial payment are at the customer's expense. The latter costs are fixed at a minimum of 15% of the invoice amount to be paid (or a part thereof), with a minimum of € 300 (exclusive of VAT). In the event of non (timely) payment EDP is entitled to suspend its work for the customer with immediate effect.

Clause 9. Force majeure

- 9.1 EDP is not bound to perform any obligation if it is hindered in doing so as a result of a circumstance which is not attributable to fault and which is not at its expense pursuant to the law, a legally binding transaction or commonly accepted principles. In addition to what force majeure is understood to mean in legislation and/or case law, it also includes all external causes, foreseen or unforeseen, which are beyond EDP's control. This includes:
- a. illness or another hindrance of an EDP employee
 - b. inaccurate information furnished by the customer
 - c. insufficient cooperation of the customer.
- 9.2 Without prejudice to the other rights to which EDP is entitled, in the event of force majeure it is entitled to suspend the execution of an assignment, or to terminate the contract of assignment without judicial intervention, without EDP being bound to pay compensation.

Clause 10. Suspension

- 10.1 Disputes, of whatever nature, do not give the customer the right to refuse, suspend or set off payment of invoices.

- 10.2 If according to the customer EDP fails in the performance of its obligations, the customer must notify EDP thereof in writing within (8) eight days. Without timely written notification the customer loses the right to base a claim on default or such right will lapse.

Clause 11. Liability

- 11.1. Neither EDP nor its employees or advisers are liable for loss as a result of or in connection with their intended service, regardless of the basis of said liability subject to the following.
- 11.2. If the execution of the assignment entails that EDP must engage a third party to execute work in connection with the execution of the assignment, EDP is not liable for errors of the third party. If a third party wants to limit his or her liability EDP has the power to accept that limitation of liability partly on behalf of the customer.
- 11.3. Without prejudice to the provisions in Clauses 12.1 and 12.2, EDP's liability is limited to a maximum of the amount covered by the professional liability insurance taken out by EDP, including the excess that ensues from the policy conditions in the relevant case. If the professional liability insurance does not offer cover or does not pay out, EDP's liability is limited to the fee owed by the customer, or a maximum of € 10,000 (ten thousand euros) per loss-causing incident, whereby successive incidents will be deemed one incident.
- 11.4. Without prejudice to the provisions of Article 6:89 DCC, a claim for damages will lapse, if the customer has not reported such loss to EDP in writing at latest within eight (8) days of detecting the loss.
- 11.5. The customer indemnifies EDP against all claims of third parties which are connected with the work executed by EDP. Reasonable costs which EDP may make in this respect are at the customer's expense.

Clause 12. Termination of contract

- 12.1. If the customer terminates the contract, customer will reimburse EDP for any resulting file transfer costs.
- 12.2. In the event the customer does not perform an obligation which ensues for him from the contract, does not perform such properly or in time, as well as in the case of bankruptcy, moratorium on payment, appointment of a guardian or cessation or liquidation of his company, EDP is entitled, without any obligation to pay compensation and without prejudice to EDP's further rights, to dissolve the contract in whole or in part or to otherwise terminate the contract, or to suspend further performance of the contract. All claims of EDP on the customer are immediately due in this case. The customer is liable for all loss suffered by EDP in consequence thereof, inter alia consisting of lost profit.
- 12.3. EDP is entitled to keep the files of the customer and all correspondence relating to the customer's files under its control, until the customer has (fully) performed his payment obligations to EDP.
- 12.4. Both the customer and EDP are at all times entitled to terminate the agreed cooperation with immediate effect, if so desired without giving any reasons. The parties explicitly wish to deviate from Article 7:408(2) DCC.
- 12.5. In conformity with Article 7:411 DCC the customer is bound to pay for the work executed by EDP.

Clause 13. Third party clause

13.1 These general conditions also form an irrevocable third party clause on behalf of the employees or advisers of EDP.

Clause 14. Dispute resolution

14.1. The legal relationship between the customer and EDP is governed by Dutch law.

14.2 The Hague District Court has jurisdiction to adjudicate disputes ensuing from the legal relationship between the customer and EDP, unless EDP wishes to deviate from this provision.

Clause 15. General Conditions

15.1 In the event of any difference between the Dutch text of these General Conditions and the translation thereof into another language, the original Dutch text is binding.

Clause 16. Copyright of General Conditions

16.1 The copyright inheres in the whole and the parts of these general conditions.

These general conditions were registered with the Chamber of Commerce on 30 June 2016.

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