

Nordic Patent Service A/S'

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions hereinafter referred to as "Terms and Conditions") apply to all services provided (hereinafter referred to as "assignments") to clients by Nordic Patent Service A/S (hereinafter referred to as "NPS", "we", "us", or "our"), and apply to all assignments from NPS to external patent agents, unless specifically agreed otherwise in writing, and shall form an integral part of the assignments between NPS and the client or between NPS and external patent agents. A reference to a 'client' shall also mean a reference to external patent agents.

1. Conflict of interest

1.1. In accordance with our internal procedures as well as applicable law and regulations, we will not accept any assignment against a conflict of interest. Notwithstanding this, we may undertake assignments from clients' competitors if there is no actual conflict of interest.

1.2. Should a conflict of interest arise during the performance of an assignment, we reserve the right to terminate the assignment in accordance with Clause 8.2. and shall bear no further liability as a result hereof.

2. Assignment

2.1. Our assignment is limited to the written instructions as

provided by the client or confirmed by us in writing.

2.2. The client is obligated to provide and continue to provide us with complete and correct information and documentation in a timely manner. This includes all documents and other communications which we consider relevant to our representation and the performance of the assignment, including the client's current contact information and new instructions. We will not be responsible for any losses suffered by the client as a result of the client's failure or delay in providing us any sufficient and correct information and documentation necessary for performing the assignment.

2.3. Throughout our engagement, we may issue reminders for certain actions required on the client's part, if we have not received instructions from the client in time to respond to, or act upon official time limits set by, for example, a patent authority. NPS is entitled to charge for the reminders issued.

2.4. During the assignment, it may be necessary for us to instruct third parties, for example, foreign patent attorneys, attorneys-at-law, and translators etc., to act on the client's behalf. NPS is

entitled to instruct such third parties directly on the client's behalf. If necessary and upon request from us, the client will be obligated to provide such foreign patent attorneys or attorneys-at-law with a power-of-attorney appointing them to act on the client's behalf.

3. Fee and expenses

- 3.1. We bill for our services after completion of each specific assignment. The payments due to us will be based on the time spent at our standard hourly rates for attorneys, scientific advisors and attorney-supervised personnel (such as paralegals and assistants). Their hourly rates, as well as those for other attorneys and personnel who may provide services to the client, may change over time.
- 3.2. We will bill separately for our out-of-pocket expenses and charges incurred on the client's behalf, including, for example, travel, telecommunications and counsel from outside NPS. Where significant third party payments are required, we may send the charge to the client for direct payment.
- 3.3. Upon request, we will provide an estimate of the overall fees and expenses connected with performing an assignment.
- 3.4. If we for the performance of an assignment has agreed on a fixed fee with the client, and the scope of the assignment

changes or we, for other reasons, expect the total costs will exceed our fixed fee, we will as soon as possible inform the client hereof and provide a revised estimate.

- 3.5. If NPS' client is an external patent agent, the patent agent is solely responsible for due payment of our fees, expenses and charges, regardless of whether the patent agent has not received agreed payment from his/her client for whatever reason, including but not limited to the patent agent's breach of agreement with his/her client, his/her client's insolvency or his/her client's death.

4. Payment terms

- 4.1. We may, at our sole discretion, require a retainer before any assignment is accepted or any service is performed.
- 4.2. Any invoice is payable no later than 30 days after the invoice date. Interests and fees for payment reminders on overdue amounts will be charged to the extent permitted by law.

5. Communication

- 5.1. We will communicate with the client primarily by e-mail unless we receive other instructions from the client.
- 5.2. As a result of e-mails being transmitted on a public network, we will not be liable for any data or information being read, stolen, copied, distributed or otherwise

viewed or acquired by third parties.

6. Intellectual property rights

6.1. NPS shall retain any intellectual property rights over the services generated for the client and may not be distributed or generally circulated to other than the client unless specifically agreed otherwise with us.

7. Confidentiality

7.1. With respect to Clauses 7.2. and 7.3., any information, whether in writing or otherwise, received from or provided to the client in connection with the performance of an assignment will and shall be kept in confidence.

7.2. Notwithstanding Clause 7.1., information and material may be disclosed to other advisors engaged in connection with the client's assignment. Furthermore, NPS may disclose information and material if a) the client has consented hereto, b) the disclosure is required by law, or c) the nature of the information or material requires it.

7.3. Notwithstanding Clauses 7.1. and 7.2., we reserve the right to publicly announce our participation in the client's assignments for marketing purposes once the assignment has become publicly known.

8. Termination

8.1. The client is entitled to terminate the contract with us at

any time provided that we receive written notice hereof. Termination does not exempt the client from paying our fees and expenses incurred prior to the receipt of the termination notice.

8.2. We reserve the right to terminate an assignment at any time if a) our invoices are not paid in time, b) the client's credit status becomes negative, c) a conflict of interest arises, or d) we for other reasons cannot take responsibility for the performance of the assignment.

9. Limitation of liability

9.1. Our liability for any loss or damage suffered by the client as a result of our fault or negligence shall be limited to the amount covered by our liability insurance in force at the time. The client accepts that no further claim can be made against NPS or any of its employees, partners or owners. Information about our liability insurance can be obtained by request to NPS.

9.2. Notwithstanding Clause 9.1., we shall not be liable to the client for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arises out of or in connection with our assignment with the client (including loss of profit or other economic loss), unless such loss is covered by the liability insurance.

9.3. We assume no liability whatsoever for other third parties, who shall be considered to be independent from us, including, but not limited to, advisors and professionals we have recommended to the client and their advice.

10. Force majeure

10.1. We shall have no liability nor shall we be deemed in breach of any duties or obligations owed to the client if at any time we are prevented, delayed or hindered in carrying out services by reason of any circumstance beyond our reasonable control.

11. Amendments

11.1. These Terms and Conditions may be amended from time to time. A copy of the latest version of these Terms and Conditions can always be retrieved on our website or by request. Any amendment will only take effect with respect to assignments accepted after the latest version of these Terms and Conditions' publication on our website or delivered to the client.

12. Severability

12.1. If at any time any of the conditions of the contract between NPS and the client, including these Terms and Conditions, becomes or is held to be void or otherwise unenforceable for any reason under applicable law, that condition shall be deemed omitted from the contract and the validity and enforceability of the remaining provisions

of the contract, including these Terms and Conditions, which shall not be affected or impaired as a result hereof.

13. Governing law and jurisdiction

13.1. The contract, including these Terms and Conditions, and all issues regarding them or any assignment and matter on which we have advised the client are governed by and will be construed in accordance with Danish law.

13.2. Any dispute, controversy or claim arising out of or in connection with the assignment, including these Terms and Conditions or any assignment and matter on which we have advised the client, shall, unless otherwise provided in Clause 13.3., be settled by arbitration administered by The Danish Institute of Arbitration (in Danish: *Voldgiftsinstituttet*) in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen, Denmark, and the language to be used in the arbitration proceedings shall be English.

13.3. Notwithstanding Clause 13.2., the Danish Maritime and Commercial High Court (in Danish: *Sø- og Handelsretten*) has exclusive jurisdiction over any dispute, controversy or claim as described in Clause 13.2. if the client is domiciled within the EU/EEA.

If the Danish Maritime and Commercial High Court is not competent, the City Court of Copenhagen (in Danish: *Københavns Byret*) shall be competent instead. The Administration of Justice Act (in Danish: *Retsplejeloven*) shall apply.