



Gemeas Patents B.V.
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C.C.: 67063780
a/c no. NL15 RABO 0313 7979 86

General Terms and Conditions of Provision of Services by Gemeas Patents B.V.

Article 1. General

1.1 These General Terms and Conditions of Provision of Services shall apply to all assignments entered into by Gemeas Patents B.V. (C. of C.no.: 67063780, hereafter Gemeas Patents) in the context of execution of work for any third party ("Client"), and to all legal relations between Gemeas Patents and the Client deriving from this. Gemeas Patents is a private company with limited liability conducting the practice of patent attorney and trademark and design attorney, in the broadest sense of the word.

1.2 Gemeas Patents shall be understood to mean, as the occasion arises, the attorney, the patent attorney, trademark attorney, design attorney or any employee or employees of the attorney.

1.3 Not only Gemeas Patents, but also those who are involved in the performance of any assignment of the Client can invoke these General Terms and Conditions. The same applies to former associates including their respective heirs, if they are held liable after they have terminated their practice with Gemeas Patents.

1.4 The Code of Conduct for Patent Attorneys forms a part of these General Terms and Conditions.

1.5 Any applicability of terms and conditions or stipulations as are observed by the Client is explicitly excluded.

1.6 In case of deviation from these General Terms and Conditions, such deviations shall be agreed in writing. Provision of these General Terms and Conditions from which no deviation has been made shall be in full force.

Article 2. The assignment

2.1 Assignments between the Client and Gemeas Patents are concluded once the Client indicates, or procures indication, either in writing or verbally, that he wishes to use the services of Gemeas Patents and Gemeas Patents accepts the assignment concerned by written confirmation.

2.2 All assignments and/or acts that are entered into or performed as a consequence of, in relation to or further to the above shall be deemed a performance of the assignment.

2.3 All orders shall be deemed to be given to and only accepted by Gemeas Patents, even if it is the express or implicit intent that an assignment will be performed by a specific person. Applicability of Articles 7:404 and 7:407 paragraph 2 Dutch Civil Code is excluded.

2.4 All quotations and offers by Gemeas Patents shall be non-binding and shall be considered invitations for placement of assignments, unless otherwise agreed in writing or provided to the contrary in these General Terms and Conditions.

2.5 These General Terms and Conditions are also applicable and/or included to all assignments, supplemental assignments and explicit or implicit further assignments to Gemeas Patents.

2.6 A person acting on behalf of a corporation, an organization, or any partnership, and giving an assignment to Gemeas Patents, is reasonably assumed to be authorized to provide this assignment or a similar assignment, or to change, revoke or terminate this or such similar assignment, or to transfer or have transferred a right. In this respect, this person is also deemed to be authorized to perform actions seeking to actively or passively waive intellectual property rights, or to transfer such rights or have such rights transferred. The Client is required to establish in a prior written notice to Gemeas Patents if there are instructions which are restricted to a specific person within the corporation, organization or within the partnership, and specify these restricted instructions.

2.7 Client has to ascertain whether an assignment given on or after a term specified by Gemeas Patents has indeed been received by Gemeas Patents and can be processed by Gemeas Patents.

2.8 Gemeas Patents is free to refuse an assignment or to end an assignment if the (further) execution of such assignment may lead to

a "conflict of interest". Nevertheless, the latter principle shall not cover circumstances where Gemeas Patents is responsible for a patent for which Gemeas Patents has not conducted the prosecution, and where Gemeas Patents is connected to the patent to a limited extent, such as cases where Gemeas Patents merely executed the translation, authentication and/or validation of a patent. In these instances, acts by Gemeas Patents on behalf of another client against that patent, or assignment on behalf of another client in a similar field of technology, will not be considered "conflict of interest". In particular, Gemeas Patents is free to refuse an assignment if the Client and/or the country where the Client is located is not affiliated with the Society for World Wide Interbank Financial Telecommunication (SWIFT) or when on the basis of (inter)national agreements and/or (inter) national law it is not allowed to enter into an assignment with the Client and/or the country where the Client is established.

Article 3. Performance and liability

3.1 Gemeas Patents warrants that it will perform the agreed work to the best of its ability and with due observance of the rules of conduct that normally apply in professional practice.

3.2 The Client declares to be aware that failure to provide an assignment in a timely manner may lead to additional costs and/or damages for which Gemeas Patents shall not be held liable. Non-limiting examples of providing an assignment timeously are:

- an assignment to file rights in which a priority right is to be invoked, a least one month before the end of the priority year;
- an assignment to enter the national or regional phase of an international (PCT) application at least one month before the end of the thirty-month time limit in case of a European regional filing, and at least two months before the end of the thirty-month time limit in case of the regional or national phase in another country; and
- an assignment to validate a European patent in one or more of the designated state, not later than the day of the grant.

3.3 An assignment can be considered accepted upon written confirmation by Gemeas Patents, or after Gemeas Patents has initiated work on said assignment. An assignment implies an assignment to report on the developments regarding the assignment and –if necessary, without consultation– to do all that is required to maintain the rights applied for or obtained. However, non-performance by Gemeas Patents of work that has not been explicitly instructed to be done can never give rise to any liability.

3.4 Gemeas Patents shall execute the assignment based on the information provided by the Client. To enable Gemeas Patents to execute the assignment, the Client is bound to provide Gemeas Patents timely with full, detailed and clear written information on the assignment. This shall include information known to the Client in connection with past patent cases and publications relating the subject of the assignment, or a similar subject.

3.5 In carrying out the assignment that has been awarded Gemeas Patents is entitled to engage the services of third parties. In the selection of such experts Gemeas Patents observes due care and attention.

3.6 The Client acknowledges that any work performed by Gemeas Patents is consultative in nature. In connection with said nature of the work performed by Gemeas Patents and the subjective aspects of evaluation which always play a role in this respect, Gemeas Patents excludes any liability for loss or damage arising as a consequence of, or in connection with, the work. Gemeas Patents shall only be liable if the loss or damage concerned is caused by wilful conduct or gross negligence on the part of Gemeas Patents. In that case, liability shall be limited to the amount paid out under the professional liability insurance taken out by Gemeas Patents



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including the deductible which Gemeas Patents carries with the insurance. Further information on the content of the policy terms shall be provided on request. If such liability insurance offers no cover in the relevant case, or no benefit is paid, such liability shall be limited to the sum of €10.000,-. The liability shall never exceed the amount of the invoice issued for the assignment.

3.7 If, by or in connection with the performance of an assignment of a Client or otherwise, damage is caused to persons or property, for which Gemeas Patents is liable, then the liability will be limited to the amount or amounts, to which the third-party indemnity insurance taken out by Gemeas Patents provides coverage including the deductible which Gemeas Patents carries with the insurance.

3.8 It is possible that persons or companies engaged in connection with the performance of an assignment of the Client may wish to limit their liability and/or general terms and conditions in connection therewith. Gemeas Patents proceeds from the assumption and stipulates thereby that all assignments given to it by the Client include the authority to accept such a limitation of liability and/or general terms and conditions also on behalf of the Client.

3.9 In all cases in which Gemeas Patents is dependent on the cooperation of third parties, or engages the services of third parties, such as (but not limited to) foreign intellectual property firms, any liability of Gemeas Patents for loss or damage resulting from or relating to any acts or omissions of such third party is excluded.

3.10 Gemeas Patents shall not accept any liability whatsoever for any loss, damage and/or costs which the Client and third parties incur as the direct or indirect result of any inaccuracy or deficiency of the sources which Gemeas Patents has consulted. Reasonable costs made by Gemeas Patents shall be charged to the Client.

3.11 The burden of proof with regard to any alleged liability of Gemeas Patents shall rest with the Client, who accepts such burden of proof.

3.12 Without prejudice to article 6:89 of the Dutch Civil Code, any claim for damages against Gemeas Patents shall expire if, after discovery of damage or a real chance thereof, the claimant fails to notify this claim in writing to Gemeas Patents within a reasonable period of eight days after discovery thereof, and in any event if the claim is not brought before the competent court within twelve months since the appreciation of the injurious event from which the damage ensues.

Article 4. Client information

4.1 Gemeas Patents will treat all information that is provided by a Client in strict confidence. This undertaking shall, nevertheless, not relate to information provided by a Client (a) which is or has become generally known other than as a result of any acts or omissions on the part of Gemeas Patents, (b) which was already known to Gemeas Patents before the time at which it received the information concerned from the Client, or (c) which it received from a third party entitled to provide the information concerned.

4.2 Gemeas Patents will oblige others who are engaged in the performance of the work to observe the same confidentiality in respect of information as it is obliged to observe itself. Gemeas Patents nevertheless accepts no liability for any breach of the obligations referred to in this article if it can demonstrate that it was not reasonably able to prevent such a breach.

4.3 Gemeas Patents does not guarantee the accuracy or completeness of any data with which it is furnished by the client and does not accept any liability whatsoever in this respect. Gemeas Patents shall be entitled to dissolve the assignment in the event that the client provides inaccurate and/or incomplete data, even when this is done in good faith.

4.4 In performing its work, Gemeas Patents also communicates by electronic means. It cannot be wholly excluded that errors may occur in this mode of communication, or that the content of communications passed this way may become known to third parties. Gemeas Patents shall not be liable for any loss resulting

from this mode of communication. The Client may request Gemeas Patents not to communicate with it in this way.

4.5 The client is bound promptly to notify Gemeas Patents, clearly in writing, of any changes in its address and other details impinging on its accessibility. If Gemeas Patents is unable to contact the Client because the Client has not given Gemeas Patents this information as described, Gemeas Patents may unilaterally terminate the assignment. Further, failure to provide the required information may lead to costs and even damages for which Gemeas Patents cannot be held liable.

Article 5. Fees and payment

5.1 Gemeas Patents' fee shall be based on Gemeas Patents' standard tariffs, and is not dependent on the outcome of the assignment. In addition to its fee, Gemeas Patents shall charge the Client the expenses which are not included in the Gemeas Patents tariffs. Such expenses shall include, but are in connection with the execution of the assignment. Such expenses shall include, but are not limited to, those of third parties involved, or to be involved, by Gemeas Patents, traveling expenses, courier costs, and costs of long international telephone conversations.

5.2 Cost estimates given by Gemeas Patents are purely for information purposes and are exclusive of VAT (Dutch: BTW).

5.3 Gemeas Patents will charge the Client for the work conducted and to be conducted and will charge the Client any costs incurred and to be incurred on the basis of invoices, including advance invoices, interim and/or final invoices.

5.4 Cost of services induced by third parties as referred to in article 3.5 are charged to the Client. In such instances, Gemeas Patents will function as payment address. The disbursements related to the services of such party indicated in the Gemeas Patents invoice will be disbursed by Gemeas Patents to such third party.

5.5 In the case of multiple clients who collectively place an assignment with Gemeas Patents, each and every client shall be held jointly and severally liable for the entire fee and debt of Gemeas Patents.

5.6 All invoices shall be paid to Gemeas Patents, without discount or set-off, as soon as possible, and in any event no later than fourteen days after the date of sending.

5.7 Each invoice from Gemeas Patents shall be deemed a separate claim of Gemeas Patents against the Client. Non-payment of any invoice on the due date shall also result in all other current claims against the client becoming immediately due and payable.

5.8 If any invoice is not paid within the period indicated in Article 5.6 above, the Client shall be ipso jure in default without any further notice or warning being required. The client shall then be liable to pay interest for delayed payment to Gemeas Patents on the outstanding debt(s) at the rate of 1.5% per month, with any part of a month being considered a full month. In the event of collection, judicial or otherwise, the client shall be liable to pay all extrajudicial and/or judicial costs, with a minimum of 15% of the due amount, but with a minimum of €330,- (ex. VAT), including interest, in addition to payment of the principal and interest.

5.9 If the Client is in default, Gemeas Patents may cease its work on behalf of such Client with immediate effect without this resulting in any liability whatsoever for loss or damage vis-à-vis the Client. In that case Gemeas Patents may exercise a right of retention on all objects which it actually holds or has received from the Client in respect of the work, with it being understood that such shall in all cases mean the complete files including all recommendations, reports, overviews and suchlike which Gemeas Patents has drawn up or has had drawn up, irrespective of the information carriers on which all such is stored, until the Client has fulfilled its payment obligations in respect of Gemeas Patents.

5.10 The Client should take due note of the fact that non-commencement or cessation of work by Gemeas Patents in accordance with Article 5.9 can or will result in the lapse of



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intellectual or industrial property rights for which the Client is solely responsible and liable.

5.11 Complaints regarding any failure on the part of Gemeas Patents to perform work should be received in writing by Gemeas Patents within eight days after the Client might reasonably have discovered the failure or failures. Complaints regarding any invoice should be received in writing by Gemeas Patents within eight days after the date on which the invoice was sent.

5.12 A dispute regarding the amount of the invoice(s) shall not suspend the Client's obligation to pay the entire invoice demand.

5.13 The Client is not permitted to settle the Client's outstanding debt with an outstanding debt of Gemeas Patents, unless Gemeas Patents has unconditionally accepted and agreed the same in writing, or unless the client is legally permitted on the basis of *res judicata* or arbitral award.

Article 6. Force majeure

6.1 In the event of force majeure, Gemeas Patents may, without judicial intervention, either suspend the performance of the assignment as long as the circumstance resulting in force majeure continues, or terminate the assignment wholly or in part, without being liable in any respect vis-à-vis the Client in either of such cases. For the present purpose, force majeure shall mean any failure of performance not attributable to fault by, or for the account of, Gemeas Patents, including, but not limited to, any unexpected or uncontrollable event such as natural disasters, strikes, performance failures of parties outside the control of Gemeas Patents, and the death or sickness of employees of Gemeas Patents or third parties engaged by Gemeas Patents.

6.2 Gemeas Patents retains a right to demand payment for the work carried out in the performance of the assignment concerned before the circumstance resulting in force majeure became manifest.

Article 7. Termination of the assignment

7.1 If the Client fails to perform, fails to perform properly or fails to perform in good time any obligation arising for him under the assignment concluded with Gemeas Patents, as well as in case of bankruptcy, suspension of payments, the closing down or winding up of his business, such Client shall be deemed to be *ipso jure* in default and Gemeas Patents shall be entitled, without notice of default or judicial intervention being required, to terminate any assignment or assignments existing between Gemeas Patents and the Client, in so far as the work has or have not already been performed, and to demand payment from the Client for any work already carried out and any costs, loss, damage and interest incurred which have been caused by the Client's default.

7.2 Gemeas Patents may terminate the assignment, by means of a single notification, if it turns out, in retrospect, that the client—in good faith or in bad faith—had incompletely or incorrectly informed Gemeas Patents. Gemeas Patents cannot be held liable for any damage of any kind, if Gemeas Patents acted on the basis of the incomplete and/or incorrect information provided by the client.

7.3 Gemeas Patents may terminate the assignment if it considers that there has been a breach of trust with the Client, or that there is a conflict of interests with an assignment from another Client.

7.4 The Client shall be entitled to terminate its assignment with Gemeas Patents at any time. Termination shall not take effect before receipt by Gemeas Patents of written notice from the Client. The Client is bound to pay the fee for work already done, and expenses already incurred, at the time of termination.

7.5 Gemeas Patents is entitled not to start or to discontinue any work before the advance payment by the Client and according to the assignment has been made. Gemeas Patents is never liable for any possible damage due to such non-commencement or discontinuation of work.

7.6 Gemeas Patents is entitled, without any warning or notice of default being required, to dissolve the assignment with the Client out of court, in writing, if the Client is granted a -provisional- moratorium on payments, the Client's involuntary liquidation has been petitioned

for or has been ordered, the Client's company is wound up, the Client ceases its current enterprise, a substantial part of the Client's assets has been attached, or the Client must in any other way be deemed incapable of fulfilling its obligations in respect of Gemeas Patents.

Article 8. Applicable law

8.1 The whole legal relationship between the Client and Gemeas Patents shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Only the competent court in the district of The Hague will have jurisdiction over any dispute which may arise between the Client and Gemeas Patents, unless Gemeas Patents states a preference for referring the dispute for resolution to another competent judicial forum, Dutch or otherwise.