

NOVAGRAAF GENERAL TERMS & CONDITIONS OF BUSINESS

I. SCOPE AND ENFORCEABILITY OF THESE GENERAL TERMS & CONDITIONS

NOVAGRAAF SWITZERLAND SA and NOVAGRAAF INTERNATIONAL SA are companies belonging to the NOVAGRAAF Group (hereinafter collectively "**NOVAGRAAF**"), registered at Chemin de l'Echo 3, 1213 Onex, Switzerland. A specialist firm of industrial property consultants, NOVAGRAAF offers consultancy, representation and assistance services for obtaining, maintaining, operating and/or defending intellectual property rights and related rights, specifically in the field of patents, trademarks, designs, software programs, domain names and copyright. These services include providing legal opinions and drafting private deeds and instruments.

Any service carried out by NOVAGRAAF in accordance with instructions from a private individual or legal entity who commissioned NOVAGRAAF for that purpose (hereinafter the "**Principal**") and in respect of whom NOVAGRAAF may rely on its capacity as the authorised attorney with regard to third parties, (hereinafter the "**Service**"), is subject to these General Terms & Conditions which prevail over all other general or special terms and conditions originating from the Principal, which, in the absence of prior written acceptance shall not be binding on NOVAGRAAF regardless of the time at which they were brought to the latter's attention. The fact of NOVAGRAAF not relying on any of the clauses in these General Terms and Conditions at any given time shall not be interpreted as a waiver to so rely thereupon at a later date.

The General Terms and Conditions applying to a Service are those in force at the date the Principal accepted the corresponding Offer of Services (as this term is defined at article 2.1.1 hereof). In the eventualities covered at article 2.1.4 below where the Principal's agreement is not formally expressed, the General Terms and Conditions that apply are those in force at the time the corresponding Offer of Services was issued by NOVAGRAAF.

In accordance with current regulations, NOVAGRAAF reserves the right to make exceptions as regards certain clauses in these General Terms and Conditions, depending on the negotiations led with the Principal, by drawing up special written or unwritten conditions applying specifically to the latter. Any provisions in these General Terms and Conditions not set aside by special terms agreed with any given Principal shall remain fully applicable thereto.

In addition, NOVAGRAAF may draw up specific terms and conditions for a particular category of consultancy services, in derogation to these General Terms and Conditions, depending on the type of customers in question, determined on the basis of objective criteria. In this case, the specific terms and conditions for that particular category shall overrule - to the extent of the terms defined therein - the present general terms and conditions. Any provisions in these General Terms and Conditions not set aside by specific terms and conditions for a

particular category adopted by NOVAGRAAF in accordance with this sub-paragraph, shall remain fully applicable to any Principal falling within the category in question.

In its capacity of industrial property consultant firm, NOVAGRAAF is bound to comply strictly with the legal and regulatory provisions governing intellectual property law, and performs its Services in compliance therewith.

II. CONDITIONS UNDER WHICH THE SERVICES ARE PERFORMED

2.1 Orders

2.1.1 The execution by NOVAGRAAF of any Service is subject to prior acceptance by the Principal of an offer of services combined with an estimate of the costs and time scales for delivering the same as the case may be (hereinafter collectively "**Offer of Services**"). The said Offer of Services constitutes the special conditions that modify and/or supplement these General Terms and Conditions. In case of conflict between the provisions of these General Terms and Conditions and those of any Offer of Services whatsoever, the provisions in the said Offer of Services shall prevail for determining the respective rights and obligations of the Principal and NOVAGRAAF in this context.

2.1.2 NOVAGRAAF provides any private individual or legal entity to whom an Offer of Services is addressed with these General Terms and Conditions. For any Service subject to a flat-rate charge in accordance with article 3.1.1 of these General Terms and Conditions, NOVAGRAAF can provide the Principal also with current official fees on request. **The acceptance of an Offer of Services by the Principal thereby carries the unconditional acceptance of these General Terms and Conditions.**

2.1.3 Any Offer of Services requiring specific preparatory investigation work or meetings with NOVAGRAAF and which the private individual or legal entity making the request does not then follow up may be invoiced to them.

2.1.4 As matter of principle, acceptance of an Offer of Services must be clearly formalised in writing, in paper or electronic format enabling the author to be identified. In no case can NOVAGRAAF be held liable for any delay in carrying out the Services arising due to any delay in receiving the Principal's acceptance in due and proper form. By way of exception, where the Offer of Services is issued for the attention of a private individual or legal entity who is already a Principal of NOVAGRAAF and the Service envisaged is a matter of urgency (such as specifically safeguarding the Principal's intellectual property rights or, more generally, interests) or is the normal continuation of actions previously undertaken with the Principal's agreement, NOVAGRAAF may undertake execution of the Service at the Principal's costs without awaiting the latter's formal acceptance, subject to informing it clearly of the actions that will be taken and allowing it a period of at least twenty-four (24) hours to object thereto.

2.2 Cooperation

In order to be able to perform the Services to the best of its knowledge and abilities, NOVAGRAAF must be able to count on the full and unreserved cooperation of the Principal who agrees to disclose exhaustive and correct information relating to its activities, contractual links with third parties or partners, projects, intentions, state of the art and/or of the competition and, more generally, all information regardless of its nature that will be necessary for the accurate estimation and the subsequent proper execution of the Services. In this respect, the Principal agrees to inform NOVAGRAAF of any change relating to the information supplied and, more generally, of any event liable to modify the execution of a current or future Service. **The Principal will be solely liable for damages (including loss of rights) which may result from erroneous or incomplete information or the absence of response to requests for instructions or information sought by NOVAGRAAF.**

2.3 Documents delivered to the Principal

2.3.1 The Principal is bound to verify the substantive and technical accuracy of any document delivered to it by NOVAGRAAF for the purposes of carrying out a Service. The absence of any formal response sought by NOVAGRAAF on the content of any document when forwarding the same will be treated as amounting to agreement therewith.

2.3.2 Unless instructed otherwise by NOVAGRAAF or the Principal on grounds of its confidential nature and/or importance, any information and/or document may be forwarded by letter, facsimile or e-mail.

2.4 Execution time limits

2.4.1 Except if a time limit is expressly agreed with the Principal, NOVAGRAAF is bound only to execute the Services within a reasonable period and in accordance with its possibilities. These time limits being given as an indication only, any overrun may not be treated as grounds for terminating the contract or disputing the amount due for the Service.

2.4.2 In case of request for a provision in accordance with article 3.1 of these General Terms and Conditions, any execution time limit expressly agreed with the Principal is understood to start from receipt by NOVAGRAAF of the said provision. Similarly, any execution time limit expressly agreed with the Principal is understood to start from when the latter provides all the information necessary to carry out the services.

2.4.3 Some Services being subject to an execution time period imposed by an administration and/or applicable regulations on industrial property matters, the Principal is bound to give its instructions in good time at the request of NOVAGRAAF in order to meet the imposed time limits and to enable NOVAGRAAF to carry out its assignment with all the necessary care. The Principal will be solely liable for damages (including loss of rights) which may result from instructions being received after a due date notified in writing by NOVAGRAAF.

2.5 Intervention of a third party

NOVAGRAAF may have cause to entrust execution of part of the Services to an external provider and/or correspondent of NOVAGRAAF if it deems it relevant or necessary, specifically in regard to foreign procedures. As the case may be, NOVAGRAAF remains responsible for the proper care with which it selects and hires the external provider and/or correspondent.

III. FINANCIAL TERMS AND CONDITIONS

3.1 Rates

3.1.1 Pricing structure

As a matter of principle, the Services defined in any Offer of Services will give rise to an all-inclusive charge comprising NOVAGRAAF's fees as well as any external fees and related administrative costs (on the assumption that the execution of a part of the Services had to be entrusted to outside providers and/or correspondents pursuant to the provisions of article 2.5 of these General Terms and Conditions), as well as the costs and charges corresponding to the official fees mentioned at article 2.1.2 hereof. Items mentioned in article 3.1.3 below are, in any case, invoiced additionally. Prices may be revised at any time specifically to take account of revised prices being charged by officials, variations in the exchange rate and/or alterations to the regulations and laws that apply and which could have repercussions on the amount of the Services.

By way of exception, NOVAGRAAF may draw up an Offer of Services identifying its fees for each Service to be carried out, as well as additionally external fees, costs, taxes and related administrative charges.

The pricing structure applying to the Service, flat-rate or detailed, is set forth in the Offer of Services forwarded by NOVAGRAAF and duly accepted by the Principal.

3.1.2 NOVAGRAAF's fees

NOVAGRAAF's fees are determined in accordance with the number and level of qualifications of NOVAGRAAF's consultants involved in carrying out the Services as well as the nature of the Services and/or the time necessary for their execution.

Since these services are easily identifiable or executable in terms of their duration, calculated in hours or days, NOVAGRAAF has a scale of fees at the Principal's disposal. As these services are procedural before officials and authorities in Switzerland, France, Europe and in other countries via a local correspondent, NOVAGRAAF has a tariff scheme available to the Principal.

3.1.3 Costs, taxes and fees of external providers

NOVAGRAAF's fees do not - if not otherwise expressly agreed - include disbursements, VAT, costs, official fees and external fees incurred by NOVAGRAAF for the needs of carrying out the Services. The costs, official fees and fees of external providers are invoiced in addition to NOVAGRAAF's fees. Administrative costs for handling, processing, accounting and banking the

invoices covering these costs, official fees and external fees will be added thereto.

3.1.4 NOVAGRAAF would kindly recall that it can in no way accept at its expense the financial risks or costs of a transaction or an intervention on behalf of another. NOVAGRAAF's remuneration is fixed exclusively on the dedicated efforts and not on the results obtained from such a transaction or intervention.

3.1.5 The rates set forth in any Offer of Services are understood to be net and exclusive of taxes. Value-added tax (VAT), at the rate in force as at the date of invoicing, will be applied in addition where this is applicable by virtue of law.

3.2 Provision

3.2.1 In compliance with the standard professional practices in force, carrying out any Service is, as a matter of principle, subject to the Principal making payment of a provision on account of costs equivalent to no less than fifty per cent (50%) of the amount of the Service, all taxes included. The amount of the provision requested may be raised to the whole of the cost of the Service, all taxes included, as NOVAGRAAF shall see fit, specifically in the case of a new Principal or of a Principal in debt to NOVAGRAAF in respect of the provision of one or more previous Services.

3.2.2 As the case may be, in accordance with article 2.4.2 of these General Terms and Conditions, execution of the Service cannot commence until payment of the provision requested regardless of the consequences for the Principal, specifically in terms of overrunning the deadline.

3.3 Invoices

3.3.1 The invoices corresponding to the execution of a Service are drawn up in accordance with the method of invoicing set forth in the corresponding Offer of Services. They state any sums previously received as a provision on account or in payment.

3.3.2 As a matter of principle, any Service gives rise to invoicing on delivery of the agreed deliverables. If carrying out the Services extends over a period of at least thirty (30) days, this gives rise to the invoicing of interim fees in respect of the work and time spent by NOVAGRAAF's consultant over that period.

3.3.3 Unless a flat-rate charge is applied in accordance with article 3.1.1 of these General Terms and Conditions, all invoices will state, where this applies:

- the costs, taxes, external fees and related administrative charges in accordance with articles 2.5 and 3.1.3 of these General Terms and Conditions,
- the official fees and fees applying to proceedings in Switzerland, in Europe and worldwide, and
- NOVAGRAAF's fees.

3.4 Payment

All amounts due for Services performed must be settled no later than thirty (30) days from receipt of invoice, with no discount.

3.5 Late payment - Penalty charges

3.5.1 If the settlement of an invoice has not reached NOVAGRAAF within a period of thirty (30) days from receipt of invoice, interest on arrears calculated at 6% per annum as at the time the invoice was issued will be automatically due to NOVAGRAAF as a matter of law, without any further formality or prior notice.

3.5.2 The penalty charge is calculated pro rata temporis on the total amount of the sum due, up to the date at which the said sum is paid in full and regardless of any payments on account.

3.5.3 The costs inherent in any proceedings for recovering sums due before the courts are at the Principal's charge.

3.5.4 In the event of non-compliance with the conditions of payment shown above, NOVAGRAAF further reserves the right to suspend or cancel the supply of the services ordered by the Principal, suspend execution of its obligations and decrease or cancel any rebates or discounts that might have been granted to the latter.

3.6 Disputes

3.6.1 Any dispute relating to the amount of the invoices or the execution of the corresponding Services is only admissible if it is formulated not later than within a period of two months following the date mentioned on the invoice.

3.6.2 At all events, no dispute by the Principal can be grounds for unilaterally suspending payment or withholding or offsetting monies.

IV. MORE THAN ONE PRINCIPAL

4.1 In the event of there being several Principals within the framework of the same case, they agree to appoint one of them to be the sole point of contact for NOVAGRAAF, both for passing instructions or documents and for settling sums due to NOVAGRAAF. This sole point of contact is called "named principal". Invoices raised by NOVAGRAAF for the total amount of the Services performed on account of the Principals will be addressed exclusively to this person. The breakdown of the sums due between each of the principals or the preparation of individual apportioned invoices for each of them requires the express prior agreement of NOVAGRAAF on the principle of such an organisation. Failing such an agreement, each of the co-principals is jointly and severally liable for the payment in full of NOVAGRAAF's Services.

4.2 In case the designated sole point of contact is in default, the co-principals shall remain indefinitely, jointly and severally liable for payment in full of NOVAGRAAF's invoices.

V. LIABILITY - PROFESSIONAL ETIQUETTE

5.1 Declining an assignment

NOVAGRAAF is free to decline any power of attorney or to break off any power of attorney in progress, subject to alerting the Principal without delay and to satisfying itself that all measures are taken, as the case may be, to ensure that the Principal's legitimate interests are safeguarded.

5.2 Prudence, care and attention

In the event it accepts a power of attorney, NOVAGRAAF is bound to comply with the rules of prudence, due care and attention to safeguard the interests entrusted to it by the Principal compels. In this respect, NOVAGRAAF is specifically bound to:

- respect the purpose of the power of attorney entrusted to it by the Principal;
- keep the Principal informed of the state of progress on the Services;
- seek instructions from the Principal every time a decision has to be taken in a situation which could entail a loss of rights;
- refrain from advising, assisting and representing Principals in the same case having opposing interests, except to intervene as arbitrator. In this respect and except for express instructions from the Principal, NOVAGRAAF is not bound to verify if there is any possible conflict of interest with any other of its Principals.

5.3 Best endeavours obligation

In carrying out any Service, **NOVAGRAAF is bound only by a best endeavours obligation.**

In particular, NOVAGRAAF declines all liability due to an error or omission in prior rights searches and patent technology surveillance, or trademarks, designs or domain names surveillance, inasmuch as all the necessary care and attention has been paid to carrying out this type of Service.

NOVAGRAAF accepts no liability as to the Principal's choice or exploitation of the Services supplied. In particular, the Principal is solely responsible for the choice of the industrial property title(s) it acquires via the intermediary of NOVAGRAAF and, accordingly, agrees not to exercise any recourse against the same on this count.

5.4 Insurance

NOVAGRAAF can provide evidence of insurance covering its professional public liability for negligence and faults committed while carrying out its duties.

5.5 Professional secrecy

5.5.1 NOVAGRAAF is bound by professional secrecy. This secrecy extends to legal opinions addressed to or intended for the Principal, to information and documents exchanged with the Principal, a colleague or attorney, to notes of interviews and, more generally, to all elements of any file related to a Service.

5.5.1 In this respect, NOVAGRAAF agrees to treat as confidential all documents and information entrusted to it by each of its Principals and to disclose their content to no third party other than those consultants or advisers to whom the execution of part of the Services might be entrusted in accordance with article 2.5 of these General Terms and Conditions, except after having obtained the Principal's express agreement.

5.5.3 For all relevant intents and purposes, it is however recalled that professional secrecy is not binding on persons legally empowered to conduct legal, administrative or customs enquiries or on the courts.

VI. INTELLECTUAL PROPERTY

6.1 NOVAGRAAF's intellectual property rights contained on the documents delivered or submitted to the Principal are reserved and are the exclusive property of NOVAGRAAF. No use and/or operation of these intellectual property rights such as, without this list being exhaustive, photocopies, reproduction, publication, modification or transfer to a third party is authorised without the prior express agreement of NOVAGRAAF, outside of the framework of the Service defined with the Principal.

6.2 NOVAGRAAF agrees *mutatis mutandis* to comply with the intellectual property rights of its Principal(s).

VII. CANCELLATION - DIVESTITURE

7.1 The Principal has the option of breaking off any power of attorney entrusted to NOVAGRAAF and any provision of Service for which it had appointed the same at its discretion and at any time. In this situation, the Principal is not exempt from its obligation to pay the sums due in respect of the Services carried out up to the date of effective termination of the appointment.

7.2 NOVAGRAAF has the same option available to it to **immediately cease carrying out any Service on behalf of the Principal** and to stand down from the corresponding appointment as attorney, in accordance with its rules of professional etiquette, article 5.1 of these General Terms and Conditions and provided it allows the Principal a reasonable period to entrust its files to another attorney whose details it will communicate to NOVAGRAAF.

7.3 Furthermore, in case the Principal defaults on payment of the fees, costs and/or taxes invoiced by NOVAGRAAF and after the Principal has been given due notice to pay, NOVAGRAAF may relinquish its power of attorney and all the Services for which it was appointed by the Principal.

7.4 Any decision to break off the power of attorney by the Principal or to stand down by NOVAGRAAF may be notified by to the Principal by e-mail but shall, in such a case, be formalised by a registered letter.

7.5 Regardless of the grounds for termination, on written request, NOVAGRAAF will deliver to the Principal or its new attorney, all official documents of which it is the depositary as

well as all the documents and information necessary for the execution or completion of the Services for which it was appointed. The transmission of such documents is invoiced as per time spent.

VIII. GOVERNING LAW – ALLOCATION OF COMPETENCE

8.1 These General Terms and Conditions and the whole of the power of attorney entrusted to NOVAGRAAF by the Principal are subject to **Swiss law**.

8.2 The Principal and NOVAGRAAF will endeavour to find an amicable solution to any dispute that might arise from the formation, interpretation or execution of the appointment and these General Terms and Conditions.

8.3 Failing any amicable solution **any dispute is subject to the exclusive competence of the Courts of Geneva, Switzerland**.