



GENERAL TERMS AND CONDITIONS

1. Application of the conditions

The services, offers and deliveries of PATEV Associates GmbH & Co. KG are provided exclusively on the basis of our terms and conditions. These terms and conditions shall also apply to all future business relations even if they are not explicitly agreed upon again. These terms and conditions shall be deemed to have been accepted upon delivery of the service at the latest.

Any acknowledgements by the client referring to its own terms and conditions are hereby explicitly rejected. The client's general terms and conditions of business shall apply only in case PATEV Associates GmbH & Co. KG has explicitly agreed to them.

2. Offers

The offerings of PATEV Associates GmbH & Co. KG are distributed either in writing or in electronic form. In case no information is provided regarding the validity of the offer, offers are valid for a period of 30 days calculated from the time the offer is made. Orders may be placed by the client in writing, in electronic form or by fax, and may be accepted by PATEV Associates GmbH & Co. KG in the same way.

3. Obligation to cooperate

The client shall provide PATEV Associates GmbH & Co. KG all relevant documents, information, materials and data required to work on the tasks as agreed upon in the contract without charge. The client is aware that PATEV Associates GmbH & Co. KG provides its services according to the state of the art in science and practice on the basis of the data and information provided by the client or third parties authorized by the client.

The liability of PATEV Associates GmbH & Co. KG shall be excluded in full in case the damage is the result of inadequate cooperation or inadequate provision of data, material and information by the client or third parties authorized by the client.

The client shall appoint employees who can provide the information required for the execution of the contract to PATEV Associates GmbH & Co. KG and who can either make the required decisions or arrange for these decisions to be made.

4. Delivery dates & deadlines

Dates and deadlines for the delivery of contractual services by PATEV Associates GmbH & Co. KG are only binding if they have been explicitly confirmed as binding by PATEV Associates GmbH & Co. KG. Dates and deadlines shall be deemed to have been met if PATEV Associates GmbH & Co. KG has completed the essential parts of its contractual services within the agreed dates and deadlines.

This includes that minor services provided by PATEV Associates GmbH & Co. KG still need to be supplemented. In case delays in delivery and performance are attributable to force majeure and events that make it not only temporarily more difficult or even impossible for PATEV Associates GmbH & Co. KG to provide the goods and services - this includes in particular strikes, lock-outs, riots, war, etc. - PATEV Associates GmbH & Co. KG shall not be held responsible even in the event of bindingly agreed deadlines and dates.

You authorize PATEV Associates GmbH & Co. KG to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in parts on account of the unfulfilled parts of the contract.

If the hindrance lasts longer than 3 months the client is – after setting a reasonable grace period – entitled to withdraw from the contract with regard to the unfulfilled parts of the contract.

If the delivery period is extended or if PATEV Associates GmbH & Co. KG is released from its obligation to fulfill the contract due to circumstances for which it is not responsible, the client may not derive any claims for damages from this. PATEV Associates GmbH & Co. KG can only invoke the aforementioned circumstances, if the client is immediately informed of the delay.

5. Remuneration

The remuneration to be paid by the client will be individually negotiated between the parties.

The remuneration to be paid by the client for the preparation of an expert opinion or valuation analysis shall be paid independently of any other remuneration claims; no offsetting against other remuneration claims, e.g. commission claims, shall take place that might be attributable to PATEV Associates GmbH & Co. KG in the event of a later realization.

PATEV Associates GmbH & Co. KG's travel costs including expenses shall be reimbursed by the client upon presentation of proof.

The remuneration is to be understood as a net price and in particular does not include the applicable value added tax, which is to be added to the remuneration. In the event of default of payment the PATEV Associates GmbH & Co. KG reserves the right to withhold the delivery, to demand default interest at the statutory rate and to demand compensation for any further damage incurred as a result of the default.

Unless agreed otherwise the remuneration to be paid by the client is due for payment within a period of 3 weeks of the invoice being issued.

6. Termination

The contract can be terminated by PATEV Associates GmbH & Co. KG subject to a notice period of one month to the end of the month.

Each contracting party is entitled to terminate this contract for good cause. In the event of premature termination of the contract the client shall remunerate PATEV Associates GmbH & Co. KG for the services rendered up to that point in time plus any external service costs, travel costs, expenses incurred. The PATEV Associates GmbH & Co. KG shall be entitled to invoice the work it has performed on an hourly basis, whereby an hourly rate of EUR 280 shall be deemed to have been agreed.

7. Disclaimer

The PATEV Associates GmbH & Co. KG is liable in cases of intention or gross negligence by PATEV Associates GmbH & Co. KG, a representative or a vicarious agent in accordance with the applicable law. In case there is no intentional breach of contract, liability for damages shall be limited to foreseeable, typically occurring damage.

Otherwise PATEV Associates GmbH & Co. KG shall be liable for culpable injuries to lives, bodies or health, or the culpable violation of fundamental contractual obligations. However, claims for damages for breach of contractual obligations shall be limited to foreseeable damage typical for these kinds of contracts.

PATEV Associates GmbH & Co. KG shall be liable for delay in performance in cases of intention or gross negligence by PATEV Associates GmbH & Co. KG or a representative or vicarious agent in accordance with the applicable law.

In cases of gross negligence, the liability of PATEV Associates GmbH & Co. KG is limited to foreseeable damage typical for these kinds of contracts if none of the exceptional cases listed in sentence 5 of this provision applies.

All liability is excluded for services in connection with the delivery of IT infrastructure with patent data supplied by third parties (e.g. European Patent Office and others).

Further claims by the client shall be excluded, even after expiry of any deadline for performance that may have been set for PATEV Associates GmbH & Co.

The above limitations shall not apply in the event of liability for injury to life, body or health.

Otherwise the liability of PATEV Associates GmbH & Co. KG shall be excluded in cases of simple negligence. Liability shall in total be limited to the amount of the contractual sum.

Any liability for the economic use of the property rights and their usability at specific valuation rates is explicitly excluded.

8. Confidentiality Agreement

In this agreement confidential information is considered to be all embodied or verbal information and data, such as technical or business data, documents or knowledge, as well as samples, that either party receives in connection with this contract (in particular also any information or data provided by PATEV Associates GmbH & Co. KG and submitted to the client prior to conclusion of the contract) and which have been explicitly and recognizably marked as confidential.

The parties agree that confidential information is

- used exclusively within the scope of the contract, not made accessible to third parties except to those employees who need them within the scope of this contract and who are obliged to maintain confidentiality in accordance with this agreement, unless they are subject to a general obligation of confidentiality on the basis of their employment contract.
- kept confidential with the same care as with regard to own information of similar importance, but at least a reasonable degree of diligence.

The obligation to maintain confidentiality shall not apply to confidential information which is or becomes publicly accessible without any fault of either party, provided that confidential information is not deemed to be publicly accessible simply because only parts thereof are or become publicly accessible.

This obligation shall also not apply to confidential information that must be disclosed pursuant to a binding official or judicial order or mandatory legal provisions, provided that the parties have been informed of the respective disclosure in writing and the parties have previously exhausted all legal possibilities to prevent disclosure.

Three months after termination of the contract, the parties may demand from each other that confidential information in embodied and/or electronic form as well as all information thereof and any samples/offers possibly submitted are returned or destroyed without delay.

The parties undertake to confirm the return or destruction in writing within 14 days after receipt of the corresponding request.

9. General Terms

Subsidiary agreements, amendments or supplements to this contract must either be in writing or in electronic form.

This formal requirement can only be waived in writing or in electronic form.

In case a declaration has to be made in writing or in electronic form under this contract, this declaration must be signed by the person(s) authorized to properly represent the respective party in person by means of a personal signature or by means of a notarially certified sign or notarized by hand and transmitted to the other party as original or by fax.

Should one or more clauses of this contract be or become invalid or unenforceable in whole or in part, the validity of the remaining clauses shall not be affected. The invalid or unenforceable clause shall be replaced by a clause which comes as close as possible to the economic purpose of the invalid or unenforceable clause.

10. Jurisdiction clause and applicable law

This Agreement shall always be governed by and construed in accordance with the laws of Germany. Any dispute, controversy or claim arising out of, or in connection with this Agreement, or the breach, termination or invalidity of the Agreement, shall be finally settled by arbitration administered by the Munich Chamber of Commerce (MCC; "Industrie und Handelskammer IHK München und Oberbayern").

The Rules for Expedited Arbitrations of the Munich Chamber of Commerce shall apply, unless the MCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Munich Chamber of Commerce shall apply. In the latter case, the MCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Munich or Cologne in Germany. The language to be used in the arbitral proceedings shall be German or English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. This notwithstanding, a Party shall not be prevented from disclosing such information in order to enforce the arbitral decision or award. In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

(This is an English translation of the German original version of the General Terms and Conditions)