

General Conditions for services provided by KIPA AB

These standard terms of business and conditions apply to all engagements accepted by KIPA and services provided to Principals by KIPA. All work carried out by KIPA is subject to these terms except where changes are expressly agreed in writing. New or continuing instructions from Principals to KIPA AB amount to Principals' acceptance of them.

1. KIPA

'KIPA means the firm KIPA AB, a Swedish registered company no. SE556713724401 that is the employer of the person(s) providing the Services. The contractual parties are KIPA and the Principal. Individual employees of KIPA are not personally liable in relation to the Principal.

2. The Services

2.1 Advice provided to Principals is based on information and instructions provided for the individual Services for specific fact patterns. Such Advice provided can thus not be used in other situations.

2.2 KIPA shall with due care safeguard the Principal's interests and shall carry out commissions for services received in a professional manner and in accordance with good professional ethics.

2.3 KIPA shall obtain authorisations necessary to enable KIPA to perform the Services in a satisfactory manner.

2.4 KIPA shall only conduct a background search into older rights, prior art or designs if a separate agreement has been concluded.

KIPA's obligation to take measures after the registration of an intellectual property right has been granted is limited to forwarding communications received in connection with this registration. KIPA is entitled to compensation for its services, and expenses in conjunction therewith.

2.5 KIPA is entitled to destroy material on file relating to the Services at the earliest one month after the cessation of the Services.

3. Powers of the Principal

3.1 The Principal is responsible, to the extent required by the Services, for ensuring it is entitled to control the object of the Services (invention, design, trademark, etc.) including all supporting documents provided to KIPA, such as drawings and other documentation.

3.2 The Principal shall provide KIPA and/or the person(s) dealing with the Services with the necessary powers of attorney.

4. Codes of Conduct

In providing our services KIPA is required to observe the codes of conduct applicable to the Institute of Professional Representatives before the European Patent Office epi (OJ EPO 2003, 523) and/or other relevant national codes of conduct that also apply to the Services provided by us.

5. Conflict of interest

KIPA may be prevented from undertaking or completing a

Service if there is a conflict of interests or other circumstances as referred to in epis codes of conduct. It is therefore of great importance that the Principal furnishes KIPA with information that might be considered relevant to KIPA's assessment of whether such circumstances prevail as referred to in the codes of conduct.

6. Confidentiality

6.1 KIPA shall keep information received from the Principal confidential to the extent that professional diligence so requires.

6.2 When engaging or cooperating with another party as a result of providing the Services, KIPA is entitled to disclose to such party information that KIPA considers relevant for the performance of the Services.

6.3 If KIPA withdraws from the Services, KIPA is entitled to notify their successors of the reason for their withdrawal and also provide the information required to perform the Services.

6.4 When a particular matter has become publicly known KIPA may announce its participation for marketing purposes. Such announcement may only contain information about the matter that is already in the public domain. In those situations we may also, unless Principal advises us otherwise, display logotypes related to the Services or Principal in our publicity material. This also applies if Principal, in relation to a matter that is not publicly known, have expressly agreed that KIPA announces its participation.

7. Personal Data

The Principal hereby declares that it is aware and approves that its name, address, telephone number, fax number, email and other relevant personal data be compiled, processed and stored by KIPA by means of electronic data processing, on electronic or other media, online or manually according to the provisions of the Swedish Personal Data Act (SFS 1998:204).

8. Time limits

8.1 Both KIPA and Principal shall monitor official time limits of which they have been informed. If a time limit is to be observed in the Services, the Principal shall provide all relevant information in a timely manner so that the work can be carried out with due care. If this is not done, KIPA should, for a reasonable fee and compensation for disbursements, apply for an extension of the time limit where possible and unless circumstances suggest otherwise.

8.2 The Principal shall, on its own initiative and in good time before the expiry of the time limit, provide KIPA with appropriate instructions for maintaining the intellectual property rights even if the Principal has not received a reminder from KIPA in respect of maintenance or renewal. The Principal's instructions for maintaining or waiving Intellectual Protection Rights shall be complete and clear.

8.3 If a commission for providing a Service or a confirmation thereof requested by KIPA and a payment requested are not received on time, KIPA may assume that the Principal wishes to waive the Intellectual Property Rights.

9. Third parties

KIPA is entitled to engage another party to execute the Services or parts thereof, subject to the same level of confidentiality that applies to KIPA. KIPA is entitled to engage another party on behalf of the Principal. KIPA is not responsible for work performed by a third party. If the Principal has selected a third party for the performance of the Services or parts thereof, KIPA is not responsible for the choice of the party selected. KIPA shall inform the Principal of any mistakes or any negligence on the part of the other parties engaged and of which that KIPA becomes aware of. When KIPA engages a third party to perform the Services, Principal shall make any claims related to the Services provided by the third party directly against the party engaged.

10. Information and communication

10.1 KIPA shall keep the Principal informed about the handling of the Services. Close cooperation and immediate feedback from the Principal represents a precondition for enabling the Services to be performed. The Principal is responsible for KIPA receiving the information required to enable KIPA to perform the Services. If the Services relates to the filing of an application for Intellectual Property Rights, the Principal shall inform KIPA of the scope of the Services, previous matters of a similar nature and previously filed applications and publications that relate to the same or a similar subject.

10.2 The Principal is responsible for checking the accuracy of the documents prepared by KIPA that have been submitted to the Principal for consideration and comments. KIPA is entitled to assume that the Principal fully accepts the content of such documents unless the Principal states otherwise without delay.

10.3 The Principal is obliged to keep KIPA informed about its current address. All communications from KIPA to the Principal shall be sent to the last address provided by the Principal. If a change of address has not been notified, KIPA is not responsible for the future performance of the Services unless KIPA is nonetheless able to establish the necessary contact with the Principal.

10.4 The Parties can communicate via electronic transfer in those cases where this is considered to be appropriate. If the Principal sends important information via electronic transfer, the Principal shall follow this up by telephone or fax to ensure that the communication has reached KIPA. KIPA is not responsible for any damage that may arise owing to communications via electronic transfer.

11. Intellectual property rights

All material on file prepared by or in the possession of KIPA relating to Services given shall be the property of KIPA. Copyright to drawings, text or other work, including computer programs created by KIPA or its sub-contractors shall belong to KIPA.

12. Fees and expenses

If the fee has not been agreed in advance, KIPA's fee shall comprise what KIPA normally charges for services of a similar nature. KIPA is entitled to require advance payment. In addition to the fee, KIPA is entitled within the framework of the Services to compensation for travel costs and other expenses.

13. Interest for delay

Interest for delay shall be charged under Section 6 of the Interest Act (1975:635) in the case of late payment.

14. Reporting of VAT registration number

In some cases KIPA may be obliged to provide information to the tax authority of a specific jurisdiction on inter alia your VAT registration number. By engaging KIPA for the Services, Principal is deemed to have given its consent to KIPA for providing such information to the tax authority in accordance with regulations as in effect from time to time.

15. Prevention of money laundering

According to Money Laundering and Terrorist Financing (Prevention) acts, KIPA may, with regard to certain kinds of assignments, be obliged to check the identity of a Principal, their ownership structure, as well as the purpose of the assignment. Therefore, KIPA may require Principal to provide information and certain documents, such as evidence of Principal's personal or corporate identity as well as the identity of any other person involved in the matter on Principal's behalf. Additionally, KIPA may need to verify the information provided by Principal and for this reason obtain information from external sources. KIPA is also obliged to retain said information.

16. Termination of the Services

16.1 Principal may terminate KIPAs engagement at any time by requesting KIPA in writing to cease acting for it. If Principal does so, Principal must still pay KIPAs fees for services provided and expenses incurred prior to the date of termination.

16.2 KIPA is entitled to resign from the Services if it is significantly changed or extended in respect of its content or scope. KIPA is also entitled to resign from the Services if the Principal makes a request to the effect that KIPA should act in a way that is not in compliance with professional diligence. KIPA is then under no obligation to forward communications in the matter (which it may still receive), study them or respond to them. The same applies if the Principal has given instructions to the effect that the matter should be concluded or removed from KIPA's register.

16.3 KIPA may withdraw from the Services in the event of a suspension of payments or refusal to pay on the part of the Principal while taking due notice of the risk of a possible loss of rights.

16.4 Circumstances may exist either in accordance with law or code of conduct that require or allow KIPA to decline or withdraw from representing a Principal. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to pay KIPAs fees and expenses, failure to supply adequate instructions, or if confidence and trust no longer exist between KIPA and Principal. If KIPA decides to terminate its engagement, Principal must still pay KIPAs fees for services provided and expenses incurred prior to the date of termination. An engagement for Services will in any event end when KIPA has fulfilled Principals

instructions in relation to that engagement for Services.

17. Complaints and claims

17.1 If the Principal claims that KIPA has neglected its obligations under this Agreement, it shall notify KIPA of this within a reasonable period of time after having observed or after it ought to have observed the negligence (complaint).

17.2 Any claim must be made in writing and be accompanied by an account of KIPAs alleged fault or negligence and Principals loss or damage caused thereby.

17.3 In order to be enforceable, the claim must be submitted within a reasonable time but not later than twelve months after the date when Principal became (or, after reasonable investigations, could have become) aware of the loss or damage and that KIPAs alleged fault or negligence may have occasioned that loss or damage or the date on which the last invoice was issued as regards the Services to which the claim refers.

17.4 Regardless of the foregoing, a claim cannot be made under any circumstances after the expiry of the period of limitation that applies according to applicable law.

17.5 Unless otherwise agreed between the Parties, the right of the Principal to make a valid claim against KIPA for a complaint will lapse unless a complaint is made in the manner referred to above and KIPA has not commenced legal proceedings as referred to below no later than within one year counted from the point in time when the work covered by the complaint was completed or, if it has not been performed, should have been completed.

17.6 In the event that the Principal makes a claim against KIPA based on a claim by a third party, KIPA is entitled to respond to, regulate and settle the claim on behalf of the Principal, provided the Principal is held harmless. If the Principal takes measures relating to a claim from a third party without the consent of KIPA, a claim cannot subsequently be made against KIPA. If compensation is paid by KIPA to the Principal as a result of a claim from a third party, a right of subrogation is simultaneously assigned to KIPA or its insurers.

18. Limitation of liability

18.1 If Services or instructions reach KIPA too late (e.g. if there is a time limit for a Services), KIPA is discharged from all liability for not having dealt with the matter.

18.2 KIPA's liability is limited to a maximum amount of two million Swedish kronor per Services. KIPA shall have liability insurance with an insurance limit of two million Swedish kronor. If the Principal would like higher insurance protection, the Principal shall bear the cost of such protection.

18.3 If KIPA, as one of several contractors, is liable for damage incurred by the Principal, KIPA is not liable for a greater proportion of the total sum than KIPA's proportion of the total fee.

18.4 KIPAs liability to Principal is limited to the actual and final damage incurred to Principal. Among other things, this means that KIPAs liability will be reduced by any amount that may be obtained under any insurance maintained by or for Principal or under any contract or indemnity to which Principal is a party or a beneficiary.

18.5 KIPA has no liability to any third party as a result of Principals use of documents or any other advice provided by KIPA.

18.6 KIPA has no liability for any damages not directly related to the Services or damages that are not directly caused by KIPAs alleged fault or negligence.

18.7 KIPA will not accept any liability arising from failure to meet any time limit due to events beyond KIPAs control.

18.8 If KIPA, as one of several advisors, is liable for damage caused to Principal, KIPA is not liable for a greater proportion of the total sum than KIPA's proportion of the total fee.

18.9 As stated in Clause 9 above, other advisors and professionals shall be deemed to be independent of KIPA (irrespective of whether KIPA has engaged them or if Principal has engaged them directly). Hence, KIPA assumes no liability for other advisors or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. This applies regardless of whether they report to KIPA or to Principal.

19. Amendments

19.1 These terms and conditions may be amended by KIPA from time to time. The latest version can always be viewed on our website: www.kipa.se.

Amendments to the terms and conditions will become effective only in relation to matters initiated after the amended version is posted on our website. A copy of the latest version of these terms and conditions will be sent to Principal on request.

19.2 Agreements on deviation from these terms and conditions are valid only if made in writing.

20. Dispute resolution

20.1 The English version of these conditions applies to all Principals.

20.2 Agreed services and these General Conditions are governed by Swedish substantive law.

20.3 Any dispute resulting from this Agreement may not be referred to a court. Any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity thereof or regarding any matter on which KIPA has advised or failed to advise Principal, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Helsingborg. The language to be used in the arbitral proceedings shall be English unless we agree with you to use Swedish.

20.4 Notwithstanding the above clauses 20.1-3, KIPA will be entitled to commence proceedings for the payment of any amount due to KIPA in any court with jurisdiction over Principal or any of its assets.

20.5 Disputes relating to claims, whose value corresponds to less than half the price base amount under the Social Insurance Code, or as regards KIPA's invoice claims for work carried out, may instead at the option of the party be referred to a general court or an enforcement authority. In such cases, claims that are to be settled by arbitration under clause 20.3 shall not be presented as counterclaims (set-off).