

TERMS OF BUSINESS

1. APPLICATION AND VALIDITY

- 1.1 These terms of business are part of the agreement entered into between Guardian IP Consulting I/S, Diplomvej, Building 381, 2800 Kgs. Lyngby, Denmark. CVR-no.: 32644368, (hereinafter referred to as "Guardian") and the client regarding delivery of the agreed service. The service is delivered according to the agreement/the offer and on the conditions set forth below. In case of any discrepancies between the agreement and these conditions, the agreement prevails.
- 1.2 The client's specification of special conditions in tender documents, order, etc., is not considered accepted as a derogation from the agreement and the terms and conditions herein unless Guardian has accepted these in writing.

2. GENERAL TERMS

- 2.1 Guardian treats all information from client's confidential, and Guardian's employees are bound by secrecy obligations.
- 2.2 Any cost estimate provided by Guardian in a specific matter is based on Guardian's best estimate given the agreed scope of the work and information available at the time the estimate is made. The estimated costs may change if the scope of the work is redefined.
- 2.3 Guardian will monitor relevant time limits for the client's portfolio handled by Guardian, given by regional and national authorities, and, if relevant, Guardian will in due course apply for extensions of time limits, if possible. Guardian will often need the client's assistance to observe a time limit and depends on receiving all relevant information from the client in due time. Consequently, if Guardian does not receive the client's instructions and/or relevant information in time to enable Guardian to meet a time limit, Guardian cannot accept liability for any resulting loss of rights.
- 2.4 Guardian cooperates with hand-picked and well-reputed local patent attorneys outside Denmark. Guardian's cooperation with local patent attorneys on behalf of the client is always built on good faith, but Guardian cannot accept liability for any failure on their behalf. On the client's request, Guardian is to send a list of used sub-suppliers and local patent attorneys that have been used in connection with the client's cases.

3. SERVICE

- 3.1 Guardian's service (hereinafter referred to as "the Service"), which the client receives, is described in the agreement/the offer.

4. THE CLIENT'S PARTICIPATION

- 4.1 The client is obliged to make available to Guardian the information, materials and resources necessary for the performance of the Service.

5. FEES

- 5.1 Fees are, as default, based on the time spent on performing the Service and on Guardian's fixed prices for administrative services. A pricelist is available on request.
- 5.2 Apart from the fees mentioned in clause 5.1, Guardian invoices the client separately for expenses incurred in connection with the Service, including official fees, invoices from local

TERMS OF BUSINESS

patent attorneys, administrative fees, travel expenses, expenses for accommodation, transportation, materials and similar, unless otherwise specified in the agreement.

- 5.3 A transaction fee of 4% is added on all disbursements in DKK and EUR and a transaction fee of 8% is added on all disbursements in all other currencies. Guardian adds a transaction fee to *all* disbursements to cover Guardian's costs associated with controlling, financing, currency fluctuations and handling the fee payment and Guardian's deposit accounts with the patent authorities.

6. PAYMENT TERMS

- 6.1 Payments shall be made 15 days from the date of invoice. If the client fails to pay the invoice, default interest according to applicable law will accrue.
- 6.2 If any invoice remains unpaid for more than 45 days, Guardian reserves the right to withdraw from representing the client and may suspend performing services for the client until satisfactory arrangements have been made.
- 6.3 Guardian may require payment on account as a pre-condition, particularly in respect of large items of work or charges or expenses to be undertaken on the client's behalf, e.g. to cover out-of-pocket expenses such as Patent Office fees and expenses arising from work carried by overseas law firms on Guardian's instructions.

7. CONFIDENTIALITY

- 7.1 Guardian and the client are obliged to keep confidential the information they each receive or learn regarding the other party's business or regarding the other party's company. This obligation comprises any information of a commercial or technical nature.
- 7.2 Guardian and the client are further obliged to impose upon those of their employees taking part in the performance of the Service a similar obligation of confidentiality. Guardian and the client are further obliged not to use or pass on the information mentioned in clause 7.1 after the expiry of this agreement. This obligation shall apply for as long as the information may be considered as confidential.
- 7.3 Being a client at Guardian is considered as confidential, unless otherwise specified in the agreement.

8. DATA PROTECTION

- 8.1 Guardian is subject to the General Data Protection Regulation 2018 and will comply with all relevant data protection legislation. By instructing Guardian, the client is consenting to Guardian's use of relevant personal data as appropriate in the course of Guardian's professional services, including any transfers of such data outside the European Economic Area and sending information to the client, which Guardian think might be of interest.

9. CONFLICT OF INTEREST

Guardian cannot simultaneously represent two client's whose interests in the matter on which Guardian is advising conflict, unless (exceptionally) both client's consent to such an arrangement. When potentially taking on a new client, Guardian tries to identify conflicts of interest that may preclude Guardian from representing. It is helpful if potential new client's identify to Guardian any firms or companies for whom they believe Guardian will be unable to act without a conflict of interest arising. Sometimes, conflicts arise later because,

TERMS OF BUSINESS

for example, Guardian's client's acquire new companies or diversify into new areas of business. In such circumstances, Guardian reserves the right to decline representing the client.

Because of obligations of confidentiality it is often not possible for Guardian to identify the other client or the subject matter involved when Guardian advises a client that Guardian can no longer represent them.

10. EXTERNAL ASSISTANCE

10.1 To the extent, Guardian deems it necessary, Guardian is entitled to hire sub-suppliers when performing the Services.

11. RIGHTS

11.1 Guardian's files remain Guardian's property at all times. If the client would like to transfer the client's work to other professional consultants/advisors, Guardian will copy official documents relating to the client's work and provide an overview of deadlines relating to the client's cases (at no cost to the client).

12. LIABILITY AND INSURANCE

12.1 The general Danish law of damages shall be applicable, provided always that Guardian shall not be liable for business interruption, loss of profit or other indirect losses suffered by the client.

12.2 Guardian has an insurance, according to the Institute of Professional Representatives before the European Patent Office and the Association of Danish Intellectual Property Attorneys, covering professional liability in damages in connection with handling of the client's cases.

13. BREACH OF CONTRACT

13.1 In case of material breach by one of the parties of the agreement and/or these terms, the other party is entitled to terminate the agreement without notice.

13.2 The termination, however, may only take place if the breach is not remedied 14 days after the service of written notice. The notice of breach must state the cause for the breach and that the agreement will be terminated, if the breach has not been remedied within the expiry of the time limit.

13.3 In case of material breach, a party is entitled to receive damages according to the general rules of Danish law, cf. however clause 12 regarding liability.

14. TERMINATION

14.1 Unless otherwise specified, either party may terminate the agreement by giving one month's notice. The termination must be made in writing for expiry at the end of a month.

15. DISPUTES

15.1 Any disagreement between the parties, which cannot be resolved by negotiation, shall be brought before Lyngby City Court (Retten i Lyngby) and Danish law shall apply.

TERMS OF BUSINESS

If one or more of the provisions in these Terms of Business are subsequently declared invalid, this shall not affect the validity of the agreement and the other provisions, which shall remain in force, and any invalid provisions must be subject to supplementary interpretation according to the intent and purpose of the entire agreement.