

General Terms and Conditions of Business

1. Client work

Unless otherwise agreed, these terms and conditions shall apply to all work that Håmsø Patentbyrå AS (hereafter referred to as *HP*) undertakes for a *Client*.

HP shall safeguard the *Client's* interests and shall execute the work in the best possible manner, with a focus on quality and the needs of the *Client*. *HP* employees work under the "Code of Conduct of the Institute of Professional Representatives before the European Patent Office".

All *HP* employees have a duty of confidentiality when handling information that *HP* receives in connection with the work. Unless other provisions are made, *HP* employees can discuss professional matters pertaining to the work with colleagues and store case documents without restrictions in physical and electronic spaces where all *HP* employees have access, without this conflicting with the duty of confidentiality.

A prerequisite for proper execution of the work is that the *Client* provides *HP* with all relevant information and documentation related to the work. *HP* expects that the contact person(s) that the *Client* has disclosed to *HP* have the necessary authority from the *Client* to engage and instruct *HP* in relation to all matters, including to authorise *HP* to represent the *Client*, provide all types of case-related instructions (including instructions to abandon or discontinue any of its cases), and incur costs on behalf of the *Client*, unless the *Client* has stipulated otherwise in writing. Where the work so requires, the *Client* is responsible for exercising the right to control over the item to which the work pertains (invention, patent, design, trademark, etc.). This responsibility also extends to the provision of supporting documentation, such as but not limited to, drawings provided to *HP*. The *Client* shall grant *HP* the necessary authorisation and, provide *HP* with assistance if needed with carrying out identity checks pursuant to the Norwegian Anti-Money Laundering Act.

2. Responsibility for case information

The work may include working on multiple cases, each of which is stored and registered with *HP* with a separate case number. The contents of documents that have been prepared by *HP* and submitted to the *Client* for review shall be checked by the *Client*. *HP* has the right to assume that the *Client* fully accepts the contents of the documents if the *Client* does not state otherwise in writing within a reasonable time. *HP* shall keep the *Client* informed of the process. The *Client* shall read the contents of all correspondence received from *HP*. The *Client* is obligated to supply *HP* with the information and documentation necessary for *HP* to be able to process the case(s).

3. Deadlines and instructions

If there is a deadline in the case, the *Client* must provide all relevant information on time. Both *HP* and the *Client* must comply with official deadlines that they have been informed about. *HP* will send a reminder to the *Client* before critical deadlines expire. In the event of continued failure of the *Client* to provide instructions, *HP* will attempt to contact the *Client* by telephone. If the *Client's* instructions are not received before the expiry of the deadline, *HP* may, in exchange for a reasonable fee and remuneration for expenses, apply for an extension of the deadline if this is possible and the circumstances do not suggest otherwise. If instructions and any necessary payments are received by *HP* too late, *HP* will be exempt from all liability for not having processed the case. Failure to provide instructions on the part of the *Client* will result in additional costs being charged. The *Client's* instructions for maintaining or discontinuing legal protection (i.e. maintaining or abandoning IP rights) must be in writing, complete and clear.

4. Payment

Unless otherwise agreed, fees are calculated based on elapsed time and fixed fee(s) in accordance with *HP's* applicable prices. The *Client* is responsible for the payment of invoices from *HP* covering the fees and costs associated with the work. Price estimates are only indicative and must not be considered a fixed price unless this is explicitly agreed. When re-invoicing expenses in a currency other than NOK, 10% is charged for exchange rate fluctuations, as well as a fixed fee for invoice processing. When discontinuing or closing cases, the *Client* understands and accepts that work which has not previously been invoiced in the case will be invoiced.

Standard terms of payment are the invoice date + 14 days. Deviations from this must be agreed with *HP*. *HP* has the right to request and receive, advance payments before commencing the work, for example, before proceeding with patent applications abroad and when there are other large expenses. In the event that the *Client* fails or refuses to make a payment, *HP* may suspend further processing of all cases for the *Client* after informing the *Client*. For any payment transfer, the *Client* is responsible for ensuring that *HP* has received that payment.

5. Engagement of third parties

HP has the right to engage third parties (e.g. patent and trade mark agents in foreign jurisdictions) to execute the work or parts of the work, provided there is a duty of confidentiality between the third party and *HP* equivalent to that which applies between the *Client* and *HP*. The third party that is engaged must be selected with due care. *HP* shall not be liable for work performed by third parties outside of *HP's* supervision and scope (Norway, European Patent Office (EPO), European Union Intellectual Property Office (EUIPO)), for example, work performed by patent attorneys/agents in other jurisdictions. *HP* engages third parties on the *Client's* behalf. The *Client* is responsible for the third party's fees, other costs and any expenses, irrespective of whether the third party's expenses are invoiced directly or via *HP*.

6. Responsibility to give notice and limitation of liability

If the *Client* wishes to assert that the service provided by *HP* was deficient or resulted in damage to the *Client*, *HP* must be notified of this immediately and within 30 days after the *Client* became aware of or ought to have become aware of the error (the complaint). However, a complaint cannot be made more than one year after the work that the complaint pertains to has been completed. *HP* shall have liability insurance with an insurance amount of NOK 5,000,000 (five million Norwegian kroner). If the *Client* requests higher insurance protection, the *Client* is responsible for the costs this will entail. *HP* is not liable for any indirect loss or consequential damages. If, as a result of negligence, *HP* causes the *Client* to suffer financial damage, *HP* will pay for any such proven damage with an amount equivalent to the proven damage, up to a maximum of NOK 5,000,000 (five million Norwegian kroner). If the extent of such damage is not proven, *HP's* liability will be limited to the fee the *Client* has paid to *HP* in the case. *HP's* liability is limited to the work *HP* itself has performed.

7. Conflicts of interest and termination of representation

HP shall endeavour to avoid conflicts of interest and shall conduct a conflict check as soon as possible after an order for performing new work is received from the *Client*. *HP* reserves its right to decline representation for individual cases or end its role as representative for the *Client* should *HP* so decide following a conflict check, in which case *HP* shall inform the *Client* as soon as possible. The *Client* and *HP* both have the right to terminate the work at any time by providing written notice. Following the termination of representation, *HP* will be under no obligation to forward on notices pertaining to the case that *HP* may still receive, or to study or respond to these. *HP* has the right to destroy all case documents 6 months after the case has concluded and is obligated to return any items it received in connection with the case to the *Client*.

8. Duty of disclosure and processing of personal data

The *Client* has an obligation to keep *HP* updated of its current contact persons and contact details at all times. Unless otherwise agreed, *HP* shall use electronic communication (e-mail) to communicate. All correspondence from *HP* to the *Client* will be sent to the email address or addresses specified by the *Client*. If *HP* is unable to contact the *Client* due to amended contact information that has not been reported, *HP* shall no longer be obligated to take action in the case nor be liable for the consequences thereof. The *Client* hereby understands and approves that *HP* shall collect, process and store relevant personal data in accordance with what is stated in the Act relating to the processing of personal data (Personal Data Act) in order to execute the work to be undertaken. *HP* uses electronic archiving of documents. To protect data, *HP* uses professional providers of antivirus, firewall and backup solutions. In addition to any liability that the service providers may have, *HP* is not liable for any loss resulting from errors, defects, damage, accidents, viruses, downtime, or similar factors in connection with the use of electronic communication. The same applies to loss that may arise as a consequence of the service provider's bankruptcy. *HP* does not normally use encryption in its electronic communication. If requested by the *Client*, encrypted information may be agreed to in each instance. Unless otherwise agreed, case documents will be stored by *HP* in our electronic archive for 10 years. *HP's* Privacy Policy is incorporated by reference and can be found on *HP's* website for further information on how personal data is processed and stored.

9. Amendments and disputes

HP reserves its right to amend or supplement these Terms and Conditions of Business on a general basis and/or in relation to a specific case. The amendment will apply with future effect and can only be effectuated when the *Client* has received written notice.

Any disputes originating from this agreement shall be sought to be resolved through negotiations between the parties. If these negotiations are unsuccessful, the parties agree that such disputes shall be decided in accordance with Norwegian law, with Sør-Rogaland District Court as the legal venue.