

ipan

General Terms and Conditions of ipan gmbh

1. Scope

1.1. These General Terms and Conditions shall apply exclusively with regard to business owners, legal entities under public law, or separate assets under public law within the meanings of s. 310 (1) German Civil Code (Bürgerliches Gesetzbuch, BGB). IPAN will acknowledge opposing Client conditions or Client conditions differing from our General Terms and Conditions only with IPAN's express written consent.

1.2. These General Terms and Conditions shall also apply to any similar future business with the Client.

2. Data acquisition

2.1. In a single file, the Client shall transfer any and all data relevant (as agreed) for the maintenance of the industrial property rights which IPAN is supposed to include in its monitoring system. IPAN will carry out merely a plausibility of the transferred industrial property rights data and its corresponding maintenance periods without warranting for their correctness. The maintenance will be carried out based on the data transferred.

2.2. The Client shall communicate to IPAN any and all changes to the industrial property rights data that occur prior to, during, or after a maintenance. IPAN will include the data communicated into its system and confirm those data to the Client in an input and/or update report. IPAN will report to the Client any information received by a local IPAN agent that diverge from the data stored in the system.

3. Fees and payment

3.1. Any fees IPAN charges in connection with its services, including the maintenance of the registration of industrial property rights, result from the applicable cost preview showing the respective net prices for any upcoming costs.

3.2. In addition to IPAN's fees, fees of the relevant local patent and trade mark office, as updated from time to time, ("Official Fees") become payable, as well as a "federal state fee", if any, pursuant to a list of fees (which may vary from time to time) available in latest version on request. IPAN is not liable for any changes to Official Fees. The same shall apply to changes occurring between transmission of the payment reminder and payment of the annual fee. Such changes will be taken into account in following invoices or will be billed subsequently. Amounts that are to be converted from one currency into the currency agreed between IPAN and



the Client will be converted by IPAN in accordance with the exchange rate applicable at the time of payment for the place of payment.

3.3. In case of outstanding payments of the Client, IPAN reserves the right to refrain from paying the annual fees.

4. Payment

4.1. Unless agreed otherwise, invoices become due for payment in full within thirty days from the invoice date. The time of payment is decisive for determination of whether the deadline has been met.

4.2. If the Client is in default in payment, IPAN will charge interest in the amount of 8 percentage points above the base interest rate, subject to further claims. If the Client is a consumer within the meaning of s. 13 German Civil Code, IPAN will charge 5 percentage points above the base interest rate of s. 247 German Civil Code.

4.3. If the Client stops payment or if insolvency proceedings have been commenced, IPAN's total claim becomes due immediately.

4.4. IPAN has the right to offset counterclaims against each other.

5. Liability

5.1. IPAN is liable pursuant to the statutory provisions for intent and gross negligence. IPAN is liable for guarantees, regardless of fault. IPAN is liable for loss of life, bodily harm, damage to the health of another person, or for material breach of contract committed by slightly negligent acts exclusively pursuant to the German Product Liability Act (Produkthaftungsgesetz). Claims for damages for a slightly negligent material breach of contract, however, are limited to the typical contractual and foreseeable damage insofar as IPAN is not liable for loss of life, bodily harm, and damage to the health of another person. The same scope of liability shall apply to faults of IPAN's vicarious agents or representatives.

5.2. The liability under the above-mentioned sub-clause includes damages in addition to performance, damages in lieu of performance, and the claim for reimbursement of futile expenditure, irrespective of the legal grounds, including liability for defects, default, or impossibility.

5.3. In case of loss of data, the Client agrees to fully support IPAN in recovering the intellectual property rights data and maturities administered by IPAN for the Client.

5.4. IPAN is not liable for malfunctions in the data bases of third parties (such as public authorities etc.) that occur through no fault of IPAN, or for the completeness and correctness of deposited register entries.

6. Miscellaneous

6.1. The Client agrees that IPAN processes the data required for carrying out the agreed services. The data will be processed in compliance with the Federal Data Protection Act (Bundesdatenschutzgesetzes, BDSG). IPAN

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can pass such data on to its representatives if it is necessary for the proper fulfillment of the contract and customer support.

6.2. The Client is entitled to set off against our claims or to exercise a right of retention only if the Client's claims are uncontested or have been established as final and absolute.

6.3. The parties agree to keep confidential, to not make available to third parties, and to use only for the purpose of fulfilling this contract all trade and business secrets of the other party that have been obtained in connection with the carrying out of this contract, in particular the content of this contract and any and all commercial and technical information which the parties receive through the business relation created by this contract. This shall not apply to information that is or becomes lawfully publicly known, that the receiving party already has knowledge of, or that becomes known through third parties.

6.4. The assignment of rights under a contract with IPAN shall only be valid with IPAN's prior written consent. Place of performance of IPAN's contractual obligations shall be Munich.

6.5. Place of jurisdiction shall be Munich if the Client is a businessperson, a legal entity under public law, or a separate asset under public law.

6.6. Any and all contractual relations between IPAN and the Client shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention of April 11, 1980) shall not apply.

6.7. IPAN is committed to responsible behavior that encourages environmental sustainability, social responsibility, and effective corporate governance.