

General Conditions – PABGC-RS16

For Renewal Services Provided by CPA Global (Patrafee) AB

DEFINITIONS

i) "Additional Service"	Any service provided by PAB which is not part of the Service
ii) "Client"	The person, company or organization set out in the Renewal Service Agreement as the Client
iii) "IP rights"	The patents, patent-applications, trademarks, protection of design, utility models or domain names which are registered with PAB by the Client or by the Patent Agency on behalf of the Client
iv) the "Nordic Countries"	Denmark, Finland, Iceland, Norway and Sweden
v) "Party" or "Parties"	PAB or the Client if in singular, PAB and the Client if in plural
vi) "Patent Agency"	A patent agency used by the Client in connection to an IP right that is covered by the Renewal Service Agreement
vii) "Payment After Order"	PAB's extra service of not paying a Renewal Fee for an IP right without the prior order from the Client or the Patent Agency to do so
viii) "PAB"	The company set out in the Renewal Service Agreement as "the Service Provider"
ix) "PAB-Group"	PAB, the owners of PAB, and any subsidiary of PAB
x) "Renewal" or "Renewal Fees"	Renewal fee for patents, patent-applications, trademarks, protection of design, utility models or domain names
xi) "Service"	PAB's service to the Client according to the Scope of the Agreement
xii) "Agreement or Renewal Service Agreement"	The agreement between PAB and the Client regarding PAB's providing of the Service, to which these General Conditions form a part
xiii) "Web Interface"	PAB's tool for presenting on the Internet information on IP rights, Renewal Fees due and Renewal Fees paid

1. OTHER AGREEMENTS

The terms and conditions of the Renewal Service Agreement will supersede any terms and conditions set out in any agreement between the Patent Agency and PAB or between the Patent Agency and the Client, with respect to renewal of the IP rights.

2. REGISTRATION OF RENEWAL FEES AND IP RIGHTS

- 2.1 New IP rights shall be registered with PAB by the Client or the Patent Agency in accordance with the routines from time to time applied by PAB. The Service will be commenced by PAB for each IP right when a confirmation thereof has been sent by PAB to the Client or to the Patent Agency.
- 2.2 For those IP rights where registration are already confirmed by PAB before the signing of the Renewal Service Agreement, and where the Service has therefore previously been performed by PAB on behalf of the Patent Agency, the Service to be performed on behalf of the Client according to the Renewal Service Agreement will be commenced when the Renewal Service Agreement enters into force.

3. PAB'S OBLIGATIONS

PAB undertakes to

- i) give the Client notices of future Renewal Fees in accordance with section 7,
- ii) pay all Renewal Fees for IP rights, unless cancelled in accordance with 3 iii),
- iii) cancel payment of a Renewal Fee only if either
 - a) an instruction to do so is received from the Client or the Patent Agency on the PAB-form intended therefore or via the Web Interface no later than two (2) months before the ordinary due date of the Renewal Fee or
 - b) the Client has chosen the service "Payment After Order" and PAB has not received a payment order at the latest thirty (30) days before the ordinary due date of the Renewal Fee,
- iv) give the Client access (as soon as possible) to the Web Interface where PAB will present information on the Internet as described in separate information, on the IP rights, Renewal Fees due and Renewal Fees paid.
- v) Provide the Additional Services agreed in the Renewal Service Agreement.

The Services provided by PAB or a sub-contractor of PAB will be carried out in accordance with professional standards and with the care and skill which can be expected of an expert within the area in question.

4. THE CLIENTS OBLIGATIONS

The Client undertakes to pay to PAB

- i) no later than thirty (30) days after the issue of an invoice from PAB in accordance with section 9, the charges for the Services as well as any cost incurred by PAB, including, but not limited to, the Renewal Fee and,
- ii) an interest of twelve (12) per cent per p.a. on any unpaid amount due to PAB according to 4 i).

5. LIABILITY

- 5.1 PAB agrees to – with the limitation set out in clause 5.2 below – indemnify and hold the Client harmless against all losses, damages or expenses of whatever form or nature, whether direct or indirect, which the Client may suffer as a result of any negligent acts or omissions of PAB in relation to the performance of the Services or

PAB's breach of any part of the Renewal Service Agreement, including its appendices.

- 5.2 PAB's liability towards the Client according to the Renewal Service Agreement, including but not limited to liability according to 5.1 above, shall be limited to an amount of EUR 500,000 for each IP right.
- 5.3 Any claim against PAB according to this section 5 shall be raised in writing immediately when the Client becomes aware of the circumstances giving rise to its claim or else the claim will be barred. A claim may however under no circumstance be raised later than two (2) years after the ordinary due date of the Renewal Fee.

6. SUB-CONTRACTORS

PAB will sub-contract all or parts of the performance of the Services to other companies within the PAB-Group. PAB, or a sub-contractor within the PAB-Group, has the right also to use third parties for assistance with parts of the Services. PAB will however at all times remain in full responsibility for the proper performance of the Services according to the Renewal Service Agreement including its appendices.

7. REPORTS AND INFORMATION

- 7.1 PAB will send to the Client once a year a report on all Renewal Fees that will become due during the next calendar year. The report shall specify the IP right for which the Renewal Fee is to be paid, the due date of the Renewal Fee, the preliminary amount of the Renewal Fee and the last day for the Client to give notice to PAB if the payment shall be cancelled. The Client may, [as an Additional Service and at an extra cost], receive these notices more frequently.
- 7.2 PAB undertakes to inform the Client or the Patent Agency of any other essential information that PAB has received from registration authorities or other third parties regarding the IP right.
- 7.3 The Client undertakes to inform PAB of any essential information regarding the IP rights or the Client himself.

8. CHARGES AND ADDITIONAL SERVICES

- 8.1 The charges set forth in the Renewal Service Agreement are valid until June 30 the year set out in the Renewal Service Agreement. The charges thereafter will be changed yearly based on the changes of the general Swedish price index for services (*Sw: tjänsteprisindex TPI*) as of January 1 the same year compared to January 1 the year before. Notwithstanding the aforesaid, PAB may once a year make other adjustments to the charges. Such adjustments shall then be notified to the Client no later than on February 15 and apply from July 1 the same year.

1.1 Ordinary charges

PAB's charge for the Services described in section 3 is set out in the Renewal Service Agreement. The amount set out in the Renewal Service Agreement is the ordinary charge for each Renewal Fee paid by PAB to recipients in the Nordic Countries.

1.2 Additional charges

For payments of renewal fees to recipients outside the Nordic Countries PAB will charge an additional services charge which depends on the IP right and in which country the Renewal Fee is paid. PAB and the Client may also from time to time agree on other Additional Services to be performed by PAB. For such Additional Services extra service charges will be charged by PAB.

1.3 Payment only after order

The Client may decide to instruct PAB not to pay Renewal Fees without the prior order from the Client to do so, ("Payment After Order"). If Payment After Order is chosen by the Client, by giving PAB specific instructions thereof, the monitoring of Renewal Fees, the notification to the Client of Renewal Fees falling due, and the payment by PAB of Renewal Fees will be made in accordance with PAB's routines for such service. PAB will charge the Client an additional service charge for the Payment After Order Service. The additional charge is an extra charge per Renewal Fee paid.

1.4 Costs

In addition to the ordinary and additional charges will PAB charge the Client all external costs for payment of the Renewal Fee, e.g. the official fee or local costs incurred for payment in certain countries.

9. PAYMENTS

The invoice issued by PAB to the Client for ordinary charges, additional charges and costs for a Renewal Fee will be issued two (2) months before the month in which the Renewal Fee has its ordinary due date. If the Client has chosen to have Payment After Order, the invoice will be issued upon payment order from the Client.

10. DEREGISTRATION OF IP RIGHTS

An IP right is deregistered from PAB's monitoring system if:

- i) an order to cancel the payment of a Renewal Fee is given by the Client or the Patent Agency, immediately upon receiving such order or if
- ii) the Client has chosen Payment After Order and an order of payment is not received at the end of the grace period, on the day after the last day of the grace period.

When an IP right is deregistered from PAB's monitoring system PAB's obligation to perform the Service or any part thereof will immediately cease with respect to the deregistered IP right.

11. TAXES

- 11.1 All indicated prices are net prices, exclusive of VAT and all other foreign, federal, state, local, municipal or other governmental taxes, duties, fees, excises or tariffs, arising as a result of or in connection with transactions contemplated under this Agreement. All such taxes etc. shall be the financial responsibility of the Client.
- 11.2 The Client shall pay all applicable VAT and other taxes levied by any authorized taxing authority on the Services provided under this Agreement or any transaction related hereto in each country in which the Services are being provided or in which the transactions contemplated hereunder are otherwise subject to tax.

12. CONFIDENTIALITY

- 12.1 PAB undertakes not to disclose, without the prior written consent of the Client, to any third party any information or knowledge about the IP rights registered with PAB as a result of this Agreement and which was not previously accessible to PAB, or which is or will be in the public domain otherwise than through a breach of this Agreement. Other companies within the PAB-Group will not be considered as a third party, nor will other sub-contractors that will be used by PAB to perform part of the Service or a Patent Agency used by the Client to handle the IP right.
- 12.2 The Client is in agreement with PAB's and the PAB Group's procedure for revealing information regarding Renewal Fees to the Client on the internet as described in section 3 iv and the separate information on the Web Interface.

13. DURATION OF THE AGREEMENT

The Renewal Service Agreement enters in to force on the date of signature by both Parties. Each Party shall have the right to cause the Renewal Service Agreement to be terminated on June 30, the year set out in the Renewal Service Agreement by giving to the other Party written notice not less than four (4) months in advance. If not terminated as aforesaid, the Renewal Service Agreement shall continue after the initial period for successive periods of one (1) year until terminated at the end of such one year period by a Party giving to the other Party written notice not less than four (4) months in advance. The end of the day on which this Agreement is terminated is hereinafter referred to as the "Termination Date". A notice of termination shall be given in writing by registered mail to the other Party under the address given in, or in accordance with the Renewal Service Agreement. A notice of termination shall be deemed to have been given on the date on which the registered letter is deemed to have reached the other Party in accordance with section 17.

14. PREMATURE TERMINATION OF THE AGREEMENT

Either Party may terminate the Renewal Service Agreement with prior written notice for cause. A cause for termination is deemed to exist if

The other Party is in a material breach of any of the terms and conditions of the Renewal Service Agreement and does not remedy such breach within a deadline to be set by written notice of at least ten (10) business days. The failure by the Client to pay an invoice

from PAB is deemed to be a material breach of the Renewal Service Agreement,

The other Party's financial situation is deteriorated in such a way that a satisfying collaboration is no longer to be expected, or
The other Party ceases to conduct its operation in the normal course of business or files or becomes subject to any kind of insolvency proceedings.

If the Renewal Service Agreement is terminated in accordance with this section 14, the Termination Date will be at the end of the last day of the calendar month in which a notice of termination for cause has been given. Notice of termination for cause shall be deemed to have been given on the date on which a registered letter has reached the other Party in accordance with section 17.

15. EFFECTS OF TERMINATION OF THE AGREEMENT

- 15.1 Upon termination of the service Agreement all Services will immediately cease. Renewal Fees with ordinary due date after the Termination Date will therefore not be paid by PAB, even though the Client may have been notified by PAB of the Renewal Fee. The same will, in case of Payment After Order, apply for Renewal Fees with ordinary due date before the Termination Date, if PAB has not received a payment order before the Termination Date.
- 15.2 The obligation of the Client to pay invoices from PAB regarding fees or costs for services rendered before the Termination Date will not cease through termination of the Renewal Service Agreement, neither will the undertaking by PAB of confidentiality.

16. ASSIGNMENT OF THE AGREEMENT

None of the Parties has the right to transfer, assign or pledge any of its rights or obligations under the Renewal Service Agreement without the prior written consent from the other Party. PAB however has the right to transfer the Agreement or reassign all or parts of its obligations under the Renewal Service Agreement to another company within PAB-Group.

17. NOTICES

All notices according to the Renewal Service Agreement shall be sent to the addresses indicated in the beginning of the Renewal Service Agreement or an address which will later be announced in writing to the other party under such address. All notices shall be sent by ordinary mail, unless otherwise indicated in the Renewal Service Agreement or these General Conditions. A notice sent by ordinary or registered mail shall be deemed to have reached the other Party five (5) days after the day when the notice was sent.

18. ANNOUNCEMENT OF NEW GENERAL CONDITIONS

PAB may, by giving notice thereof in accordance with section 17 no later than on February 15 each year, apply new General Conditions to the Renewal Service Agreement as from July 1 the same year.

19. SEVERABILITY

If any provision of the Renewal Service Agreement or part thereof shall to any extent be or become invalid or unenforceable, the remainder of the Renewal Service Agreement shall continue in full force and effect.

20. GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1 The Renewal Service Agreement shall be governed by and construed in accordance with Swedish law.
- 20.2 All disputes arising out of or in connection with the Renewal Service Agreement shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- The place of the arbitration shall be Stockholm, Sweden.
- The language of the arbitration shall be English.