

General Conditions – PABGC-RS19

For Renewal Services Provided by CPA Global (Patrafee) AB (PAB)

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
iv) "Party" or "Parties"	PAB or the Client if in singular, PAB and the Client if in plural
v) "Patent Agency"	A patent agency used by the Client in connection to an IP right that is covered by the Renewal Service Agreement
vi) "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
vii) "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
i) "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.

8.2 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.

8.3 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.

8.4 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.

8.5 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:

- iii) 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
- iv) 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 into 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 cause 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. DATA PROTECTION

Each Party shall, at all times, comply with its respective obligations under all relevant data privacy legislation in relation to any personal data collected or processed in the course of the performance of its obligations under this Agreement. The additional Data Protection provisions in Annex 1 shall apply if (i) either party is based within the European Union (EU) or European Economic Area (EEA) or (ii) EU laws apply to a party by virtue of public international law (iii) or the offering of the Supplies within an Order are to individuals who are in the EU or EEA.

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.

ANNEX 1

DATA PROTECTION ANNEX

- 1.1 In this Annex the following terms shall have the following meanings:
- 1.1.1 **Applicable Data Protection Laws** means all national, international and local laws, regulations and rules by any government, agency or authority relating to data protection and privacy which are applicable to PAB or the Client, including but not limited to The General Data Protection Regulation (Regulation (EU) 2016/679), (GDPR);
- 1.1.2 **Data Subject** means a natural person, who can be identified, directly or indirectly, in particular by reference to an identifier;
- 1.1.3 **Personal Data** means any information relating to a Data Subject such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.1.4 **Sub processor** means any processor engaged by PAB (or by any of our other sub processors) who agrees to receive from us (or from any of our other sub processors) personal data exclusively intended for processing activities to be carried out on behalf of you;
- 1.2 If we process any Personal Data on your behalf when performing our obligations under the Agreement, you agree that the intention is that you shall be the data controller and we shall be a data processor for the purposes of the Applicable Data Protection Laws. For the avoidance of doubt, you agree that we also process Personal Data for certain internal purposes, such as risk management and quality reviews, internal financial accounting, information technology and other administrative support services. Where we are processing Personal Data for our own internal purposes, we are acting as a data controller, and not a data processor.
- 1.3 The subject-matter, duration and the nature and purpose of the processing are set out within this Agreement and the Schedule(s). The type of personal data we shall process shall be low risk, (being not of a special category) Personal Data relating to Data Subjects that is required to fulfil the intellectual property management Services set out within this Agreement.
- 1.4 Where we are acting as your data processor;
- i. You acknowledge and agree that the Personal Data may be transferred or stored outside the EEA in order for us to provide the Supplies and carry out our other obligations under the Agreement. Such transfers will take place in accordance with Applicable Data Protection Legislation;
 - ii. You warrant that you are entitled to transfer the Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with the Agreement on your behalf and as instructed;
 - iii. You shall ensure that the relevant data subjects and third parties have been informed of, and where relevant, have given their consent to, such use, processing and transfer as required by all Applicable Data Protection Laws;
 - iv. We shall process the Personal Data in accordance with the terms of this Agreement and any lawful documented clear instructions reasonably given by you from time to time;
 - v. We shall both take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;
 - vi. We shall ensure that persons within PAB who are authorised to process the Personal Data on your behalf shall commit themselves to confidentiality, or will be under an appropriate obligation of confidentiality;
 - vii. You give us general authorisation to engage a Sub processor to process Personal Data as part of the Services. A list of the Sub processors is available on our Trust Centre at www.cpaglobal.com/trust-centre which shall be updated from time to time with any changes concerning the addition or replacement of Sub processors, thereby giving you the opportunity to object to such changes;
 - viii. Where we engage another processor to carry out specific processing activities on your behalf, the same or substantively similar data protection obligations as set out between us shall be imposed on that Sub processor by way of contract;
 - ix. We shall notify you if we receive a request by a Data Subject exercising their rights in relation to Personal Data, including but not limited to requests for access, rectification, erasure, restriction of processing, portability and objections to processing based on automated decision making, and will cooperate with you to allow you to respond to such requests;
 - x. We shall notify you as soon as reasonably possible and without undue delay of us becoming aware of a Personal Data breach, as defined in Applicable Data Protection Laws, relating to Personal Data processed as part of the Services;
 - xi. We shall assist you to comply with requirements relating to notification of Personal Data breaches to a supervisory authority, communication of Personal Data breaches to data subjects, data protection impact assessments and prior consultations with a supervisory authority, taking into account the nature of processing and the information available to us;
 - xii. At your written request, we shall delete or return all of the Personal Data to you after the end of the provision of the Supplies relating to processing, and delete existing copies from our records, unless a relevant legal, regulatory or standard business practice requires storage of the Personal Data;
 - xiii. We shall make available to you all information necessary to demonstrate compliance with the data protection obligations set out in this Annex 1, and allow for and contribute assistance to such audits, including inspections, conducted by you or another auditor mandated by you. Such audits, including inspections, shall be limited to one per year and shall be conducted with no less than 30 Working Days prior written notice;
 - xiv. You shall ensure that any audit, including inspection, conducted pursuant to this Annex 1 will, not disrupt our business; be conducted during business hours; not interfere

with the interests of our other customers and not exceed a period of two successive business days

- xv. In conducting any audit pursuant to this Annex 1, you (or your auditor) will comply with the confidentiality obligations as set out in this Agreement and our health and safety and security policies in place at the time.
- 1.5 If we can demonstrate compliance with the obligations set out in this Annex 1 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor

(provided that you comply with appropriate confidentiality obligations as set out in this Agreement and shall not use such audit report for any other purpose), you agree that you will not conduct an audit under this Annex 1.

- 1.6 Excluding fines levied by a data protection authority pursuant to the Applicable Data Protection Laws, you shall indemnify us against any claim made, or proceedings taken, against us acting wholly upon your instructions, claiming or alleging that our processing of any Personal Data as data processor for you infringes a data subject's rights under any Applicable Data Law