

General Terms and Conditions

of Zwicker Schnappauf & Partner Patentanwälte PartG mbB

I. Scope of Applicability

These general terms and conditions apply to all current and future contracts between Zwicker Schnappauf & Partner Patentanwälte PartG mbB (ZSP Patentanwälte) and its clients which concern legal advice and/or representation (mandate), unless alternative terms and conditions have been explicitly agreed upon in writing or are required by law. Mandates are granted to ZSP Patentanwälte, not to an individual partner and/or a person acting on behalf of ZSP Patentanwälte.

II. Scope and Fulfilment of the Mandate

1. The mandate is the service agreed upon, not a specific legal or commercial success. The mandate will be handled according to the principles of proper professional practice, including continuous further training and in consideration of current legal developments.

2. Unless otherwise explicitly agreed upon in writing, the mandate will be handled according to German law including the laws and statutes of the European Union which are valid in Germany.

3. To fulfil the mandate, ZSP Patentanwälte is entitled to use and consult competent staff and professionally competent third persons, in particular associates and freelancers, insofar as these third persons are also bound to professional secrecy.

4. During the course of fulfilling the mandate, ZSP Patentanwälte is entitled to communicate with the client and third parties by e-mail. Unless otherwise explicitly agreed upon in writing at the request of the client, such communication will be unencrypted and unsecured.

III. Remuneration, Advance and Due Date

1. Charges, disbursements and fees (remuneration) are subject to the remuneration agreement between the parties and/or to the schedules of fees and charges of ZSP Patentanwälte, or, alternatively, to the relevant applicable statutory provisions on remuneration in accordance with the act on the remuneration of attorneys at law (RVG), which is also applicable to the remuneration of patent attorneys in litigation matters.

2. Upon issuance of the mandate, ZSP Patentanwälte is entitled to invoice a reasonable advance payment of the estimated remuneration and to make commencement of and/or continuing with the services dependent on prompt payment of same.

3. Payment of invoices is due immediately upon receipt of an invoice by the client; interest will become due after 30 days. The client can only offset against claims of ZSP Patentanwälte if the claims of the client are undisputed or have been established as final and absolute.

4. ZSP Patentanwälte is entitled to collect money and money's worth for the client and to use these funds – provided they are not earmarked – to settle remuneration claims.

5. If required, the client will convey its VAT identification number to ZSP Patentanwälte and agrees that this

will be disclosed to tax authorities in Germany.

IV. Liability and Limitation of Liability

1. The principles of liability are governed by the provisions of the German Partnership Act (Partnerschaftsgesellschaftsgesetz) and on the basis of these general terms and conditions. The liability of ZSP Patentanwälte for damages due to professional error is limited to the assets of the partnership. In cases of simple negligence, the liability of ZSP Patentanwälte is insofar limited to EUR 10.000.000,-- (in words: ten million) for each mandate. The limitation of liability does not apply to culpably caused damages arising out of loss of life or injury to body or health of a person. The limitation of liability covers all damages due to professional error irrespective of whether damages occurred in one or more years.

2. ZSP Patentanwälte maintains a liability insurance, the amount insured of which is many times higher than the legal minimum insurance (EUR 2.500.000). Upon the client's explicit request, it is possible, for individual cases, to conclude a liability insurance at an amount requested by the client and to increase the limitation of liability to that amount, provided that an agreement was reached in advance between ZSP Patentanwälte and the client with regard to the costs involved.

3. A damage claim can only be asserted against ZSP Patentanwälte within a preclusion period of one year after the client first became aware of the damage and the event giving rise to the claim, but at the latest within five years after the event giving rise to the claim, unless the failure to observe the time limits was through no fault of their own. The claim expires if legal action is not taken within a period of six months after written rejection of the indemnification and if the client was made aware of this consequence. The right to plead the statute of limitations remains unaffected.

V. Applicable Law, Place of Fulfilment and Jurisdiction

1. The attorney-client-relationship is subject exclusively to German law, excluding German Private International Law.

2. Place of fulfilment for all the services within the ambit of the attorney-client-relationship is Munich.

VI. Miscellaneous

1. If a provision of these general terms and conditions is or becomes invalid, this will have no effect on the validity of the remaining provisions. The invalid provision will be replaced by a valid provision which comes closest to the intended purpose of the original term.

2. Alterations or additions to these general terms and conditions must be made in writing and explicitly marked as such. This also applies to the revocation of the requirement of the written form.