

Terms and Conditions

Michalski Hüttermann & Partner Patentanwälte mbB

1 Scope

Michalski Hüttermann & Partner mbB (hereinafter: Michalski Hüttermann & Partner) will, for any existing and future contracts between Michalski Hüttermann & Partner and the Client with the purpose of legal advice and/or representation, act according to these terms and conditions, provided no other arrangements have been agreed upon in writing or are mandatory by law. Instructing a partner of Michalski Hüttermann & Partner or anybody working for Michalski Hüttermann & Partner via a communication channel intended for business communication with Michalski Hüttermann & Partner, constitutes a mandate with Michalski Hüttermann & Partner. It is generally not intended to issue a mandate to a specific individual, although Michalski Hüttermann & Partner shall endeavour to comply with the Client's explicit wish to mandate a specific individual on behalf and for the account of Michalski Hüttermann & Partner, taking into account the current circumstances of this individual.

2 Scope and execution of the mandate

2.1 The contractual subject matter of the mandate is the services agreed. Under the mandate, Michalski Hüttermann & Partner undertake to provide agreed services; they do not owe a specific economic or legal success.

2.2 Michalski Hüttermann & Partner and their attorneys provide their services independently following the proper practice of their profession.

2.3 The services rendered are based on the details provided by the Client and on current law. Michalski Hüttermann & Partner are not obliged to inform their Client of any further details they become aware of or of changes in the legal position or any implications arising thereof, after the mandate has been closed.

2.4 Michalski Hüttermann & Partner and their attorneys advise their clients on the basis of German law and European Union law in as far as it applies to Germany, unless otherwise expressly agreed upon in writing. Michalski Hüttermann & Partner's patent attorneys' services are limited to the scope of Section 3 of the Professional Rules for Patent Attorneys (PAO). Any comments made by a patent attorney which are beyond this scope, especially on the Act against Unfair Competition (UWG), antitrust law, contract law, tax law, criminal law, foreign national law, do not constitute legal advice, but only serve the purpose of illustrating further legal options; the legal assessment of such options is subject to the evaluation by a specialist attorney, should the Client expressly asks for such assessment.

2.5 Michalski Hüttermann & Partner are entitled to consult, for the purpose of the mandate, expert employees and third parties, in particular, foreign corresponding attorneys and freelance experts, in as far as they have been bound to professional non-disclosure equivalent at least to the professional non-disclosure requirements of Michalski Hüttermann & Partner's attorneys.

2.6 Michalski Hüttermann & Partner provide consulting services exclusively for the Client. This applies in particular to legal opinions or any other written comments. Michalski Hüttermann & Partner assume no liability towards third parties unless this has been expressly agreed upon in writing.

3 Duty to inform

3.1 The Client provides Michalski Hüttermann & Partner and the persons working for Michalski Hüttermann & Partner with initial comprehensive and complete information and any further required information and decisions in a timely manner so that Michalski Hüttermann & Partner and potential corresponding attorneys can act appropriately and within their deadlines. The Client informs Michalski Hüttermann & Partner about any subsequent changes or developments without any delay.

3.2 The Client provides Michalski Hüttermann & Partner with their contact details, ie current postal address and any other means of communication so that Michalski Hüttermann & Partner can contact them. In particular, the Client informs Michalski Hüttermann & Partner about any changes in their contact details during the mandate. This, in particular, applies to the whole duration of a Client's pending property rights as represented by Michalski Hüttermann & Partner. Michalski Hüttermann & Partner do not assume any liability if, in the absence of a current postal address, instructions for the extension of property rights cannot be obtained or cannot be obtained in time.

3.3 If required information or instructions cannot be obtained from the Client within a deadline which can no longer be extended, Michalski Hüttermann & Partner may act at their reasonable discretion, in particular on the basis of the Client's presumed interest.

3.4 If applicable, the Client notifies Michalski Hüttermann & Partner of their value-added tax identification number without any delay and agrees to this being communicated to the German tax authorities.

4 Fees

4.1 Unless no other arrangements have been made regarding fees, expenses and charges (remuneration), the attorney's fee is based on complexity, scope and economic importance of the matter and is determined by Michalski Hüttermann & Partner at their reasonable discretion. In litigious proceedings, the minimum remuneration corresponds to a lawyer's remuneration under the Act on the Remuneration of Lawyers (RVG).

4.2 Travel time and time for attorneys' internal coordination for the processing of the mandate are also remunerated on a time basis.

4.3 Any expenses incurred for air, rail and other travel as well as for accommodation in connection with mandate-related travel are invoiced separately at cost. Travel by own car is charged at EUR 0.50 per kilometre driven.

4.4 Unless otherwise stated, all charges are net plus value-added tax applicable at the time.

4.5 Michalski Hüttermann & Partner are entitled to request a retainer, adequate in relation to the envisaged remuneration before they proceed under the mandate, provided that this request is not made at an unreasonable point in time.

4.6 Unless otherwise stated in the invoice, the total becomes due upon receipt of the invoice. Michalski Hüttermann & Partner are entitled to charge interest for invoice totals not settled within 30

days after the due date. Michalski Hüttermann & Partner only accept non-cash payments.

4.7 Michalski Hüttermann & Partner are entitled to accept monies for the Client and, in as far as they are not intended for a specific purpose, to use them to satisfy claims arising from other mandates of the Client. Otherwise, Michalski Hüttermann & Partner transfer promptly to the Client any monies received and due to the Client. Insofar as otherwise agreed with the client in particular cases, Michalski Hüttermann & Partner shall keep such third-party money in an attorney trust account, separate from the usual business account.

4.8 Amounts due to Michalski Hüttermann & Partner can only be offset against a Client's outstanding claims if such claims are undisputed or have been established to allow no further legal recourse.

4.9 If Michalski Hüttermann & Partner act for several Clients under one mandate, all Clients are liable as joint debtors, unless other arrangements have been expressly made in writing before the mandate was accepted.

5 Liability and limitation of liability

5.1 Any liability arising from damage due to professional malpractice is only satisfied from Michalski Hüttermann & Partner's partnership assets. Further liability does not apply to individual attorneys working for Michalski Hüttermann & Partner in as far as they act within the scope of their activities for Michalski Hüttermann & Partner. Liability for simple negligence is limited to EUR10,000,000 (in words: ten million) for each single mandate, with Michalski Hüttermann & Partner maintaining professional indemnity insurance in the amount of the relevant minimum cover. Limitation of liability covers any damage based on professional malpractice irrespective of whether damage was caused in one or in several years. Limitation of liability does not apply in the event of intent or gross negligence or culpable injury to life, body or health of an individual.

5.2 At the Client's request, Michalski Hüttermann & Partner can take out insurance for an individual case in the amount requested by the Client and raise the amount of the limitation of liability to this amount. The Client then bears the cost arising from this insurance.

5.3 Michalski Hüttermann & Partner do not assume liability for damage caused by any external individuals or organisations unless they act as Michalski Hüttermann & Partner's agents. The commissioning of a corresponding attorney to act for the Client by Michalski Hüttermann & Partner is done on behalf of the Client, making the corresponding attorney not Michalski Hüttermann & Partner's agent but a contractual partner to the Client.

5.4 Claims for damages against Michalski Hüttermann & Partner can only be made within a limitation period of one year from the time when the Client obtains knowledge of the damage and the circumstances leading to the damage substantiating the claims; claims can be made, however, at the latest five years after the events which gave rise to the claim, unless there is non-culpable failure to meet the deadline. The claims expire if they are not brought at court within six months from the date the offered indemnification was denied and provided that the Client had been informed accordingly. The right to plead the defence of limitation remains unaffected.

6 Termination of the mandate

The mandate ends with the completion of the assignment or with the termination of the assigned legal matter. It can be terminated with immediate effect by either party without their giving reasons for the termination, through giving notice to the other party, but not, however, in an untimely manner by Michalski Hüttermann & Partner. If Michalski Hüttermann & Partner terminate the mandate during legal proceedings without the Client's consent, this is generally only possible with a notice period of three working days. This applies in particular in the event of scheduled court dates or procedural statutory deadlines.

7 Data protection

Personal data are processed according to the attached Data Processing Notice.

8 Applicable law, place of performance and place of jurisdiction

8.1 The mandate is governed exclusively by German law, excluding German International Private Law.

8.2 Place of fulfillment for any services within the scope of the mandate and exclusive place of jurisdiction for any legal disputes arising from the mandate are the place of Michalski Hüttermann & Partner's branch offices where the relevant mandate is handled.

9 Miscellaneous

9.1 If individual provisions of these terms and conditions are or become invalid, the validity of the remaining provisions is not affected. The invalid provision is to be replaced by a valid one which comes as close as possible to the intended objective.

9.2 Changes of and additions to these general terms and conditions must be made in writing and must be clearly marked as such. This also applies to the cancellation of the requirement for changes and additions to be made in writing.