General Terms & Conditions for AWA

(2025:1)

These general terms and conditions apply to all services provided to clients by AWA Asia Ltd, AWA Benelux, AWA Denmark A/S, AWA Norway AS, AWA Sweden AB and AWA Switzerland SA (individually and jointly "AWA", "we", "us" or "our"). Your new or continuing instructions will amount to your acceptance of them. In providing our services, we are also required to observe the codes of conduct applicable to the Institute of Professional Representatives before the European Patent Office and/or other relevant national codes of conduct that also apply to the services we provide.

1. Our Organisation

1.1 We often work in teams to provide you with the expertise and resources required in each matter. Before commencing work on a matter, we usually agree on the scope of our services, our commitment, and the individuals who shall perform the work. Over time, the scope of services may be altered, expanded or reduced, and we may also change the team members.

1.2 Understanding your business is crucial to the quality of our services. To this end, we encourage the development of personal relationships and will always designate one of our attorneys as responsible for our mutual relationship.

2. Advice and Information

2.1 Our advice in a specific matter will always be tailored to your instructions, the particular circumstances of the matter, and the facts presented to us. As such, our advice may not be relied upon in any other matter or used for any purpose other than that for which it was given. Unless expressly stated, our advice in a particular matter never includes tax considerations or considers potential tax consequences for you. Also, we do not – unless agreed with you – undertake to maintain over time or update the advice we have provided concerning later developments or new circumstances.

2.2 Any advice given by us is based on current legal position (i.e legislation and case law).

2.3 Any contract for services entered into is a contract between you and the relevant legal entity of AWA and not with the individual attorney at AWA. Notwithstanding this, all attorneys of AWA and all individuals working for or engaged by AWA are covered by these terms and conditions. Under no circumstances will these persons have any personal liability to you except as provided by mandatory law.

2.4 The attorneys of AWA are qualified to give advice only on the legal position in the jurisdiction in which they are authorised to practice. We do not provide binding advice on the legal position in any other jurisdiction. Still, we may, from time to time, express views on legal issues in other jurisdictions based on our general knowledge and experience. Such views and opinions do not constitute legal advice. Whenever we find it appropriate or necessary in a particular matter to seek advice pertaining to other jurisdictions, we strive to inform you. We will be happy to aid you in obtaining such advice.

2.5 You are responsible for checking the accuracy of the documents prepared by AWA that have been submitted to you for consideration and comments. AWA is entitled to assume that you fully accept the content of such documents unless you state otherwise without delay.

2.6 Any information given on, for example, but not limited to, our website or seminars, webinars, newsletter, articles in media or other information through other channels provided by us shall not be considered legal advice.

3. Fees and Expenses

3.1 Our fees are typically determined based on several factors, e.g. (i) the expected time spent on the matter; (ii) the type of complexity; (iii) the knowledge, skills, experience required; (iv) your benefit through our work and; (v) possible risks for AWA. Our hourly rates may be subject to revisions during the current time of engagement.

3.2 We may also offer fixed quotes for defined assignments if desired and suitable.

3.3 Furthermore, upon request, we may, wherever possible, provide you with an estimate of our likely fees at the outset of an engagement and update you on the fees incurred as work progresses. Estimates are based on information available to us at the time and shall not be regarded as fixed quotes.

3.4 In connection with the filing of an IP application we apply a basic fee. Our basic fee covers the cost of professional liability insurance, maintaining and quality assuring our network of IP attorneys, and using our IT systems. In connection with the grant or the registration of an IP application, we apply a portfolio fee to manage the rights in our IT systems.

3.5 Certain expenses, in addition to our fees, may accrue depending on the assignment. These expenses are invoiced, including up to a 15-percent surcharge, which covers the general handling, including checking the expenses, banking and capital costs.

3.6 A currency fluctuation margin between 0 and 5 percent may be added to expenses in foreign currencies to cover the currency fluctuation risk for AWA. In addition, if we are are requested to invoice in a currency that differs from the currency in which a specific AWA entity offers a service a further currency fluctuation margin of between 0 and 5 may be added.

3.7 All fees and expenses exclude value-added tax, which will be charged where appropriate under applicable law.

3.8 We have the unilateral right to increase our fees, including our hourly rates, at least on an annual basis. This is, as a minimum, with an amount that corresponds to any changes in the following price indexes: in Sweden, the Swedish Service Producer Price Index (SPPI, Sw: tjänsteprisindex, TPI), in Denmark, the PRIS1515, in Norway, the Norwegian Producer Price Index (NPPI), in Belgium and Switzerland, the fees are adjusted annually on January 1st and are available upon request.

4. Invoicing and Payment

4.1 Our usual practice is to send invoices monthly except as stated in Clause 4.7. We may also provide you with regular updates of the fees incurred.

4.2 At our sole discretion, we may require a retainer before commencing work on a matter. Such payment will be used to settle future invoices. The final amount of our fees and expenses for the engagement may be more or less than the retainer payment.

4.3 The due date for settling accounts is stated on our invoices. Interest on overdue payments will be charged by default according to applicable law.

4.4 In litigation and arbitration, the losing party may be ordered to pay the winning party's costs (including legal fees). It is not uncommon, however, that less than all the legal expenses incurred by the winning party are ultimately recoverable from the losing party. Irrespective of whether you should be the winning or losing party, you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

4.5 If our fees and expenses are financed using legal costs and expenses insurance, which is limited by, e.g. provisions on maximum compensation. In that case, you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.

4.6 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that the arrangement will not violate any laws and that you, on-demand, will promptly pay any amounts which have not been paid by the due date. No client relationship is assumed with such a billing addressee.

4.7 For AWA Benelux and AWA Switzerland SA, Debit notes shall be paid, upon receipt, into the account of the Industrial Property Attorney. In the case of late payment, an interest rate of 7% per year will be applied without notice. In the case of non-payment of a debit note, all amounts remaining outstanding after two months will be subject to an interest rate of 10%, with a minimum of 120 EURO, without prior notice, and without affecting the right of the IPA to claim compensation for proven damages. Any objection regarding debit notes shall be considered only if an objection is received by registered letter within fourteen days, at the latest, following the postal date of the debit note.

5. Authority

5.1 Except as stated in Clause 5.2, you are responsible for ensuring that you are entitled to control the object of the specific matter, including all supporting documents provided to us.

5.2 For AWA Benelux and AWA Switzerland SA, the principal shall provide the Industrial Property Attorney (IPA) with all the necessary information to ensure that the instructions are carried out correctly. The information and documents supplied to the IPA by or on behalf of the principal are the sole responsibility of the principal. The principal assumes responsibility for the information and documents provided and guarantees that such information and documents do not infringe on the rights of third parties.

6. Conflict of Interest

We may be prevented from acting for a party if there is a conflict of interest concerning another client. We, therefore, check to ascertain whether there is a conflict of interest per the codes of conduct applicable to us and our conflict of interest policy. Notwithstanding such controls, circumstances that prevent us from acting for you in an ongoing or future matter may arise. Accordingly, it is important before and during the matter that you provide us with the information you consider relevant for us to determine whether or not there is an actual or potential conflict of interest.

7. Working with Other Advisers and Tools

7.1 If we instruct, engage and/or work together with other advisers, any such advisers will be independent of us. We assume no responsibility or liability for recommending them to you or for advice they give unless we expressly agree otherwise. We do not accept responsibility for fees or expenses charged by such advisers. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

7.2 In providing our services, we may utilise various tools, including but not limited to artificial intelligence-based tools, where relevant and appropriate to ensure efficiency, accuracy, and quality. These tools are applied under our professional judgment and review and in compliance with applicable laws, industry guidelines and policies, ethical standards and our obligations to protect client confidentiality and privacy. If you prefer that such tools not be used for any specific aspect of your engagement, please inform the relevant engagement partner.

8. Communication and Contact Information

8.1 We communicate with our clients and other parties involved in a matter in various ways, including the Internet and e-mail. Although these are effective means of communication, they involve security and confidentiality risks for which we cannot accept responsibility. If you would prefer us not to communicate through the Internet or e-mail regarding any particular engagement, please advise the relevant engagement partner.

8.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up on important e-mails until you receive our confirmation.

8.3 We offer our clients secure ways to communicate through our portal services, with secure access and secure transfer of information.

8.4 You shall provide AWA with your full name, company name, business registration no., VAT/EIN no., physical address, main e-mail address and phone number. You must also provide a contact person and the contact person's email and telephone number. You must ensure that AWA is informed of any changes to the above information.

9. Intellectual Property Rights

The copyright and other intellectual property rights in work products that we generate for you vest in us, although you have the right to use such work products for the purposes they were provided. Unless otherwise expressly agreed, no document or other work product we generate may be generally circulated or used for marketing purposes.

10. Confidentiality and Disclosure

10.1 We will protect the information you disclose to us appropriately and follow applicable codes of conduct, relevant industry policies and guidelines. Other than what is stated in 10.2 and 10.3 below, information will only be disclosed to third parties if disclosing such information is part of performing the assignment, if you have consented to such disclosure, or if an obligation to disclose such information is required under law.

10.2 If we engage or liaise with other advisers or professionals during an engagement, we may communicate to them all materials and other information that we consider relevant so that they can advise or carry out other work for you. The same applies to materials and other information that we have obtained as a consequence of our checks and verifications.

10.3 When a particular matter becomes publicly known, we may announce our participation for marketing purposes. Such an announcement may only contain information about the matter that is already in the public domain. In those situations, we may also, unless you advise us otherwise, display your logotypes in our publicity material. This also applies if you have expressly agreed to our announcement regarding a matter that is not publicly known.

11. Reporting of VAT Registration Number

In some cases, AWA may be obliged to provide information to the tax agency of a specific jurisdiction on, among other things, your VAT registration number. By engaging AWA, you are deemed to have given your consent to AWA providing such information to the tax agency following regulations as in effect from time to time.

12. Actions Against Money Laundering and Terrorist Financing

According to the Money Laundering and Terrorist Financing (Prevention) Acts, AWA may, concerning certain kinds of assignments, be obliged to check a client's identity, ownership structure, and the purpose of the assignment. Therefore, AWA may require you to provide information and certain documents, such as evidence of your personal or corporate identity as well as the identity of any other person involved in the matter on your

behalf. Additionally, we may need to verify the information you provided and, for this reason, obtain information from external sources. AWA is also obliged to retain said information.

13. Data Protection Policy

13.1 Providing our services entails various types of information, including personal data about you or your physical representatives, being processed.

13.2 We respect privacy and comply with any applicable data protection legislation.

13.3 All our processing of personal data will follow our Data Protection Policy. The policy can always be viewed on our website: www.awa.com.

13.4 Our Data Protection Policy describes how and why we obtain, use, disclose or otherwise process personal data. The Data Protection Policy also describes your rights as a data subject concerning us and how you can assert these rights.

14. Suppliers

Suppliers must comply with the laws and regulations in the places where they operate. Our Supplier Code of Conduct can be viewed on our website: www.awa.com. Should the Supplier Code of Conduct contradict applicable law in any country or territory, applicable law prevails. In such cases, AWA shall be immediately informed, and alternative arrangements will be sought to follow the principles and spirit of the code.

15. Termination of Engagement

15.1 You may terminate our engagement at any time by requesting that we cease acting for you in writing. However, you must still pay our fees for services provided and expenses incurred before the termination date.

15.2 Circumstances may exist either in accordance with law or code of conduct that require or allow us to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to pay our fees and expenses, failure to supply adequate instructions, or if confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred before the termination date. An engagement will, in any event, end when we have fulfilled your instructions in relation to that engagement.

16. Complaints and Claims

16.1 We are committed to your satisfaction and ensuring our services meet your needs and expectations. If, for any reason, you should be dissatisfied or have a complaint, we ask you to notify the attorney responsible for your account promptly. You may also contact any member of our Management Team (which is presented, along with contact information, on our website: www.awa.com). We will investigate your complaint and endeavour to answer any questions you may have.

16.2 Any claim must be made in writing and be accompanied by an account of our alleged fault or negligence and your loss or damage caused thereby. To be enforceable, the claim must be submitted within a reasonable time but not later than twelve months after the date when you became (or, after reasonable investigations, could have become) aware of the loss or damage and that our alleged fault or negligence may have occasioned that loss or damage or the date on which the last invoice was issued as regards the assignment to which the claim refers. Regardless of the foregoing, a claim cannot be made under any circumstances after the expiry of the limitation period that applies according to applicable law.

16.3 If your claim is based on a claim against you by a third party, we or our insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking into consideration the limitations of

our liability towards you under these general terms and conditions, any engagement letter or due diligence report or other document – you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent, we will have no liability for that claim.

16.4 If you are compensated by us or our insurers in respect of a claim, you shall, as a condition for such compensation, be obliged to transfer the right to recourse against third parties by way of subrogation or assignment to us or our insurers.

17. Limitation of Liability

17.1 Except as stated in Clause 17.2 our liability for any loss or damage suffered by you due to our fault or negligence shall be limited in respect of each assignment to a maximum amount of six hundred thousand (600,000) EUR. If our fee for each assignment is less than 5000 EUR, our liability is a maximum of 25,000 EUR. AWA shall have liability insurance of at least six hundred thousand (600,000) EUR. If you require higher insurance protection, you shall bear the cost of such protection.

17.2 For AWA Benelux, except in the case of fraud imputable to the Industrial Property Attorney (IPA), the responsibility for possible damage suffered by the principal in particular in the event of loss of industrial property right or a problem with the information or documents provided by the principal, for which the IPA could be directly or indirectly involved, will not exceed the figure of two hundred and fifty thousand (250,000) EUR, even in the event of serious fault by the IPA.

17.3 Our liability to you is limited to the actual and final damage you incurred. Among other things, this means that our liability will be reduced by any amount that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary.

17.4 AWA has no liability to any third party due to your use of documents or any other advice provided by AWA.

17.5 AWA will not accept any liability arising from failure to meet any time limit due to events beyond our control.

17.6 If AWA, as one of several advisers, is liable for damage caused to you. In that case, AWA is not liable for a more significant proportion of the total sum than AWA's proportion of the total fee.

17.7 As stated in Clause 7 above, other advisers and professionals shall be deemed independent of us (irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for other advisers or professionals, including, without limitation, choosing or recommending them or for their advice or other services provided. This applies regardless of whether they report to us or you.

18. Amendments

18.1 We may amend these terms and conditions from time to time. The latest version can always be viewed on our website: www.awa.com. Amendments to the terms and conditions will become effective only concerning matters initiated after the amended version is posted on our website. A copy of the latest version of these terms and conditions will be sent to you on request.

18.2 Agreements on deviation from these terms and conditions are valid only if made in writing.

19. Governing Law and Jurisdiction

19.1 These terms and conditions and all issues regarding them or any matter on which we have advised you are governed by and will be construed in accordance with the substantive law where AWA Asia Ltd, AWA Benelux, AWA Denmark A/S, AWA Norway AS, AWA Sweden AB and AWA Switzerland

SA provide the services. In matters where professionals from both companies are engaged, the law of the country where the person in charge of the matter is employed shall be applied.

19.2 Except as stated in Clauses 19.3, 19.4, 19.5, 19.6 and 19.7, any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity thereof or regarding any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless we agree with you to use Swedish.

19.3 Any dispute, controversy or claim as defined in Clause 19.2 in connection with the contract between AWA Denmark A/S and you will, at your request, be finally settled according to the Arbitration Rules of the Danish Institute of Arbitration without recourse to the ordinary courts of law unless otherwise provided in Clause 19.8 below. The place of arbitration will be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English unless we agree with you to use Danish. If any party requests arbitration pursuant to this Clause 19.3, then all disputes arising between you and AWA arising out of the same matter will be resolved by the same tribunal and in accordance with this Clause 19.3. However, if a dispute between you and AWA is already pending before another arbitral tribunal in relation to the same matter, that tribunal will resolve all disputes in relation to that matter in accordance with the arbitration agreement governing the pending arbitration.

19.4 Any dispute, controversy or claim as defined in Clause 19.2 in connection with the contract between AWA Norway AS and you will, at your request, be finally settled according to the Norwegian Arbitration Act without recourse to the ordinary courts of law unless otherwise provided in Clause 19.8 below. The place of arbitration will be Oslo, Norway. The language to be used in the arbitral proceedings shall be English unless we agree with you to use Norwegian. If any party requests arbitration pursuant to this Clause 19.4, then all disputes arising between you and AWA arising out of the same matter will be resolved by the same tribunal and in accordance with this Clause 19.4. However, if a dispute between you and AWA is already pending before another arbitral tribunal in relation to the same matter, that tribunal will resolve all disputes in relation to that matter in accordance with the arbitration agreement governing the pending arbitration.

19.5 Any dispute, controversy or claim as defined in Clause 19.2 in connection with the contract between AWA Asia Ltd and you will, at your request, be determined by the Hong Kong Courts and both parties submit to the non-exclusive jurisdiction of the Hong Kong Courts.

19.6 Any dispute, controversy or claim as defined in Clause 19.2 in connection with the contract between AWA Benelux and you will, at your request, be finally settled according to Belgian law. All litigation will fall exclusively under the jurisdiction of Brussels or of the place of business of the Industrial Property Attorney (IPA). The IPA nevertheless reserves the right to submit the litigation to tribunals at the headquarters of the principal.

19.7 Any dispute, controversy or claim as defined in Clause 19.2 in connection with the contract between AWA Switzerland and you will, at your request, be finally settled according to Chapter 12 of the Swiss Federal Act on Private International Law ("PILA") or to Article 697n of the Swiss Code of Obligations ("CO") and Part 3 of the Code of Civil Procedure.

19.8 Notwithstanding Clauses 19.2, 19.3, 19.4, 19.5, 19.6 and 19.7, AWA will be entitled to commence proceedings for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.

Dotkeeper

For general terms and conditions for Dotkeeper's services, please click here.