

GENERAL TERMS AND CONDITIONS GOVERNING THE PROVISION OF SERVICES

I. Scope and enforceability of these general terms and conditions

Clause 1 – Purpose

These general terms and conditions set out the terms and conditions under which Cabinet NUSS, a French *société à responsabilité limitée* (limited liability company) with share capital of €260,000, whose registered office is located at 10 rue Jacques Kablé, 67000 Strasbourg, registered in the Strasbourg Trade and Companies Register under number 349 460 964 (hereinafter the “Service Provider”), will provide its clients with Industrial Property Counsel services, such as advice, assistance, audits, research, representation and drafting of documents with a view to obtaining, maintaining, exploiting or defending industrial or intellectual property rights, ancillary rights and rights with respect to all related issues, in particular in the field of patents, trademarks, designs, software, domain names and copyright (hereinafter the “Services”).

These general terms and conditions of services are expressly approved and accepted by the Client (i.e. any individual or legal entity who appoints the Service Provider to provide Services), who declares and acknowledges that it has full knowledge thereof and, therefore, waives the right to assert any inconsistent document, in particular its own general terms and conditions of purchase, which may not be asserted against the Service Provider, even if it knew about them.

The fact that the Service Provider does not assert any provision of these general terms and conditions at any time shall not be construed as a waiver of the right to assert any clause at a later time.

If a clause or provision is invalidated, such nullity will not have the effect of invalidating the entirety of these general terms and conditions.

The Service Provider reserves the right to make any amendments to these general terms and conditions it deems necessary at any time and without prior notice. The general terms and conditions applicable to any Service are those in effect on the date on which the Client accepts the corresponding Service proposal.

Clause 2 – General provisions

The Services provided are governed by the following contractual documents:

- these general terms and conditions governing the provision of services, which can be viewed on and downloaded from the Service Provider's website (www.cabinetnuss.fr), to which a request for an advance and/or the quotation sent to the Client will refer;
- any special terms and conditions of service accepted by the Client; or
- the standard fee services, the cost of which are set out in the general price schedule in effect.

II. Conditions governing the performance of services

Clause 3 – Conclusion of the agreement

3.1. Order

In principle, the performance of any Service by the Service Provider is subject to the Client's prior acceptance of a service proposal, which may include an estimate of the costs and time required for performance (hereinafter the "Service Proposal"). Such Service Proposal constitutes special terms and conditions that supplement and/or amend these general terms and conditions. In the event of a contradiction between the provisions of these general terms and conditions and the special terms and conditions, the provisions of the Service Proposal will prevail.

For any Service subject to a fixed price, the Service Provider may also provide the Client, at its request, with the current rates. Acceptance of a Service Proposal will be deemed acceptance by the Client, without reservations of these general terms and conditions.

In principle, the acceptance of a Service Proposal must be clearly evidenced in writing. The Service Provider shall in no event be liable for any delay in the performance of a Service due to the late receipt of a proper acceptance by the Client. As an exception to the foregoing, if the Service Proposal is prepared for an individual or legal entity who is already a client of the Service Provider and the proposed Service is required due to an emergency (in particular concerning the protection of intellectual or industrial property rights or, more broadly, the Client's interests) or is the ordinary consequence of actions previously undertaken with the Client's agreement, the Service Provider may initiate the performance of the Service, at the Client's expense, without awaiting a formal acceptance by the Client, provided the Client is informed of the actions that will be taken and is given a period of 24 hours to oppose them, unless there is a serious emergency.

3.2. Performance periods

Unless a time period is expressly agreed with the Client, the Service Provider is only required to perform the Services as quickly as is reasonable and within its means. Time periods are given for information purposes only and, therefore, any overrun cannot be considered grounds for terminating the contract or disputing the amount owed for the Service.

Because some Services are subject to a deadline imposed by a government agency and/or the laws in force in the industrial and intellectual property field, the Client must provide all information and instructions in a timely manner in order to comply with the deadlines imposed

and enable the Service Provider to perform its duties with the necessary care. The Client will be solely liable for any damage (including loss of rights) that may be due to instructions received after a deadline, or before a deadline but within a period of time that is too short to enable the Service Provider to perform the Service.

3.3. Services of third parties

The Service Provider may appoint an external service provider and/or correspondent to perform part of the Services if it deems it of use or if it proves necessary, in particular in the case of foreign proceedings.

Clause 4 – Obligations of the Service Provider

The Service Provider undertakes to perform the Services conscientiously and honestly, in accordance with the standards of the profession, and in compliance with applicable laws and regulations.

The Service Provider will perform the Services in compliance with the obligation of confidentiality imposed on all Industrial Property Attorneys.

The Service Provider is particularly mindful of conflict of interest situations.

Clause 5 – Obligations of the Client

The Client undertakes to provide the Service Provider with all information and instructions necessary to enable proper performance of the Services. In particular, the Client undertakes to respond promptly to all communications from the Service Provider and to provide all required information before the expiry of deadlines.

The Service Provider must indeed be able to count on the full and faithful cooperation of the Client, mainly with regard to the provision by the Client of complete information on the matter in question, its intentions, previous developments in the case and any publications or facts that might be known and that relate to the same or a similar subject matter.

The Client undertakes to immediately notify the Service Provider of any change in the information provided to the Service Provider.

The Client shall be solely liable for any damage that may result from incorrect, incomplete or late information. In the absence of a complete and adequate response from the Client, if necessary before the expiry of the period indicated by the Service Provider, the Service Provider may suspend the performance of the Services, in whole or in part, and shall not be liable for any damage that may be sustained by the Client as a direct or indirect result thereof.

Clause 6 – Term of the Services

The Client may terminate the Service Provider's Services at any time by giving it written notice to that effect. Such termination shall be at the Client's own risk and will require immediate payment of the Services performed. The Service Provider has the same right of termination, in compliance with its professional obligations.

In the event of the Client's non-payment or late payment of fees, expenses, taxes or charges invoiced by the Service Provider, or in the event the Client breaches any of its obligations under the contract, the Service Provider may terminate the contract eight days after sending a formal notice, by registered letter with acknowledgement of receipt or hand-delivered, to which there is no reply, without prejudice to the Service Provider's right to claim damages and/or suspend its Services.

Clause 7 – Documents provided

The Client is required to verify the clerical and technical accuracy of the documents submitted or delivered to it (description, drawings, drafts, etc.). Unless otherwise informed by the Client in due time, the client will be deemed to have agreed with the content of these documents.

The Service Provider reserves its copyright in the documents submitted or delivered.

Unless otherwise instructed, documents may be sent by ordinary post and without any particular confidentiality notice.

Clause 8 – Official notices

The Service Provider shall send the Client official notices as soon as possible, whereupon the Client shall provide the Service Provider with all necessary and complete instructions to respond to such notices.

Clause 9 – Scope of the Mandate

Unless explicitly instructed otherwise, a mandate to file an application for an industrial or intellectual property right is limited solely to the filing operations themselves.

If the Client gives instructions to abandon a right, the Service Provider will no longer be required to forward to the Client any official communications it may still receive.

In the event the mandate is terminated, the Service Provider will be under no obligation to forward to the Client any official communications it may still receive, nor to study them, and a fortiori to respond thereto.

Since notices or reminders relating to maintenance or renewal fees or taxes are sent free of charge, the payment of a specific fee or tax does not commit the Service Provider to forward the notices or to make payments thereafter.

III. Financial terms

Clause 10 – Fees

In principle, fees will be invoiced for Services provided at an hourly rate or on the basis of a lump sum.

The invoicing method used will be determined by the parties' mutual agreement.

The fees invoiced will be determined on the basis of the number and status of the members of the Service Provider responsible for performing the Services, the difficulty and urgency of the mission, the nature of the Services performed and/or the time required for their performance.

In addition to the remuneration for the Services performed, the parties may agree, a priori or ex post, on an additional fee depending on the result obtained or the service provided.

Clause 11 – External costs, taxes and fees

The Service Provider's fees do not include external costs, taxes and fees incurred by the Service Provider for the requirements of performing the Services, or fees payable to registration or other offices.

The Service Provider shall not be liable for the loss of any industrial or intellectual property rights due to the Client's delay in remitting the funds necessary for their filing or their renewal.

If an external service provider invoices the Client directly, the Service Provider will merely forward the invoice to the Client and the Client shall pay the external service provider directly, unless otherwise agreed.

If external costs, taxes and fees are not invoiced directly to the Client by the relevant organisation, such amounts will be invoiced to the Client in addition to the Service Provider's fees. Administrative, accounting and bank processing fees for invoices for external costs, taxes and external fees will be added to these expenses, taxes and fees.

In accordance with Article 12.8 of the internal regulations of the French Patent & Trademark Attorneys Company (*Compagnie Nationale des Conseils en Propriété Industrielle* – "CNCPI"), the Service Provider hereby reminds the Client that assuming or offering to assume the financial risks or costs of any operation or service on behalf of another party, as well as to set its remuneration solely with respect to the expected result of such an operation or service are prohibited to the Service Provider.

The rates specified in any Service Proposal are net and exclusive of tax. Value added tax (VAT) at the rate in force on the invoicing date will be applied in addition, if VAT is applicable under French or European laws.

Clause 12 – Advance payment

In accordance with current professional practice, the Service Provider is entitled to request an advance payment. An invoice will be issued for the advance payment. An advance payment is not necessarily representative of the progress of the Services, nor of the amount of taxes and fees incurred on the date it is requested.

The Client undertakes to pay the advance payment promptly to enable the mission to begin or continue.

Clause 13 – Invoicing and payment terms

An invoice for the Services will be issued and sent to the Client. Invoices will indicate the various amounts previously received as advance payment or payment.

Invoices are payable upon receipt, in full and without any discount.

The Service Provider reserves the right to require a cash payment before the mission is performed.

Any amount not paid on the due date will automatically, without the need for a notice to pay, incur late-payment interest and collection costs in accordance with the laws in force.

The penalty will be calculated on the total amount, excluding VAT, of the amount due, until the date on which said amount, including VAT, is paid in full, regardless of any instalments paid. The penalty for a partial month will be owed for the entire month.

The above penalty is subject to VAT.

The costs in connection with any proceedings initiated for the contentious collection of sums owed shall be borne by the Client.

In the event of non-compliance with the above payment terms, the Service Provider also reserves the right to suspend or cancel the provision of the Services ordered by the Client, to suspend the performance of its obligations, to reduce or cancel any discounts granted to the Client and to demand immediate payment of any other invoice not yet due. The Service Provider will give the Client notice thereof.

Any dispute concerning the amount of an invoice or the performance of the corresponding Services will be admissible only if it is submitted no later than one month from the date of the invoice. At the end of this period, the invoice will be deemed to have been definitively accepted. Any dispute about an invoice by the Client will in no event justify unilaterally suspending payments or making deductions or setoffs.

IV. Liability – Ethics

Clause 14 – Care and diligence

When accepting a mandate, the Service Provider is required to observe the rules of care and diligence required to safeguard the interests entrusted to it by the Client. Accordingly, the Service Provider is required *inter alia*:

- to respect the purpose of the mandate for which it is appointed by the Client;
- to keep the Client informed of the progress of the Services;
- to request instructions from the Client whenever a decision must be taken in a situation that may result in a loss of rights;
- not to advise, assist or represent Clients with opposing interests in the same case, unless it is acting as an *amiable compositeur*.

Clause 15 – Liability and reasonable endeavours obligation

The Service Provider will do everything in its power to ensure that the Services are performed properly and in due time.

However, the Service Provider is only bound by a reasonable endeavours obligation in performing the Services for which it is appointed. In particular, the Service Provider shall not be liable for any error or omission in prior rights searches, technology watches, or monitoring of patents, trademarks, designs or domain names, provided appropriate diligence has been exercised in performing such services.

The Service Provider is not responsible for the Client's choices and exploitation of the Services provided to it. In particular, the Client shall be solely responsible for the choice of the industrial or intellectual property title(s) it acquires via the Service Provider and therefore undertakes not to exercise any recourse against the latter on these grounds.

The Service Provider shall not be liable for damage caused by or as a result of the services of third parties, in particular damage caused by the products or services of third parties, provided it was not the Service Provider that decided to use the services of such third parties.

Clause 16 – Force majeure

The Service Provider shall not be liable for damage caused directly or indirectly by a force majeure event.

The performance of the parties' obligations will be suspended in case of the occurrence of a force majeure event that may prevent or delay the performance of a party's contractual obligations.

A force majeure event means any event beyond the control of the party asserting it and that it could not prevent. Force majeure events include, but are not limited to:

strikes by the personnel of the Client or a third party whose assistance is required to perform a Service (such as an intellectual property office), the unavailability of a public, logistics, IT or other service.

Clause 17 – Insurance

The Service Provider has taken out insurance covering its professional civil liability for negligence and breaches of duty committed in the performance of its duties, as well as a guarantee specially dedicated to the reimbursement of funds, effects or securities received.

Clause 18 – Professional secrecy

The Service Provider is bound by professional secrecy, in accordance with Article 12.3 of the CNCPI internal regulations and Article L.422-11 of the French Intellectual Property Code (*Code de la propriété intellectuelle*). This secrecy extends to consultations addressed or intended for the Client, to information and documents exchanged with the Client, a colleague, a lawyer, interview notes and, more broadly, to all elements of any file opened in connection with a Service.

However, for all necessary purposes, the Client is advised that disclosures made by the Service Provider do not contravene professional secrecy in the cases provided for by law, including those set out in Article 226-14 of the French Criminal Code (*Code pénal*), as well as disclosures for the strict requirements of its own defence.

Clause 19 – Prevention of money laundering

In accordance with French and European laws on the prevention of money laundering, the Service Provider may be required to verify certain information about the Client (identity, number and organisation of legal structures, possible partners, etc.), as well as to request proof of the identity of beneficial owners.

In this connection, the Service Provider may be required to transfer to the competent authorities certain documents relating to the Client, its various companies and partners, if any.

Clause 20 – Personal data protection

20.1. Personal data protection policy

In connection with the Service, the Client may be led to disclose personal data to the Service Provider. The purpose of this clause is to inform the Client about the commitments and measures taken to protect its personal data.

They are subject to change depending on the statutory and regulatory context and the guidelines of the French Data Protection Agency (*Commission nationale de l'informatique et des libertés*).

20.2. Data controller

The personal data controller is Cabinet Nuss.

20.3. Purposes of the collection and processing of data

The collection of data is limited to data strictly necessary for the purpose of the processing operations carried out.

Data processing is carried out for explicit, legitimate and determined purposes.

The personal data collected by the Service Provider is used to perform the Services entrusted by the Client, on a contractual basis and to meet legal and regulatory obligations in force.

The Client acknowledges that the personal data of individuals that it may be required to provide to the Service Provider in connection with its services is, unless otherwise specified by the Service Provider, necessary for processing in accordance with Article 6, paragraphs 1(b), 1(c), 1(d) or 1(f) of the General Data Protection Regulation (EU GDPR - Regulation No. 2016/679 of 27 April 2016) and that, therefore, such processing does not require the consent of the individuals.

Before communicating this data to the Service Provider, the Client shall inform any concerned individual and draw his attention to the fact that Article 7 of the Regulation, which provides *inter alia* a right to withdraw consent to the processing of personal data, is not applicable in this case.

20.4. Recipients of personal data

The recipients of the personal data collected will be the departments of the Service Provider concerned by the performance of the Service.

Furthermore, in accordance with the law, the Service Provider may be required to transmit certain personal data to third parties, as defined in Clause 3.3. of these general terms and conditions, and to the various organisations whose assistance is required to perform a Service (such as an intellectual property office) or in connection with legal and/or regulatory obligations.

If required by law, the Client's consent will be obtained or a possibility to refuse will be provided before any data is transmitted, and the Client will be informed of the possible consequences of a failure to reply.

20.5. Data retention period

The Service Provider will only keep personal data for the time necessary for the operations for which they are collected and in compliance with the laws in force. Therefore, Client data will be kept for the duration of the contractual relationship or the appointment as agent, plus five years, without prejudice to retention obligations or limitation periods.

20.6. Security

The Service Provider will ensure the security of personal data by implementing enhanced protection measures, such as the use of physical and computer security systems.

20.7. Personal data protection rights

Persons whose personal data is processed have a right to access, rectify and erase data about themselves, a right to restrict processing, a right to object to processing and a right to the portability of their data.

For any request for information concerning the data protection policy or to exercise its rights, the Client should send a letter to the Service Provider, to the attention of its legal representative, at the following postal address: Cabinet Nuss - 10 rue Jacques Kablé - 67000 Strasbourg.

The Client also has the right to file a complaint with the French Data Protection Agency if, after contacting the company, it considers that its personal data protection rights have not been respected.

Clause 21 – Governing law – Jurisdiction

These general terms and conditions and the entire mandate for which the Client appoints the Service Provider are subject to French law and to the rules of the profession of Industrial Property Attorney.

In the event of a dispute relating to the formation, interpretation, performance or termination of the mandate and these general terms and conditions, the parties shall endeavour to seek an amicable resolution.

If no amicable resolution is reached within 45 days from the date the dispute arises, the courts in Strasbourg shall have exclusive jurisdiction, notwithstanding multiple defendants or the joinder of third parties.