

§1. Scope

These general terms and conditions for mandates shall apply to all current and future contracts and agreements between the Kahler Käck Mollekopf Partnerschaft von Patentanwälten mbB (hereinafter KKM Patentanwälte) and its clients, which concern the providing of legal services and/or representation ('mandate'), in particular the filing and prosecution of intellectual property rights, the conducting of legal proceedings, the drafting of legal opinions and the representation in proceedings before the offices and courts, unless alternative terms and conditions have been explicitly agreed upon in writing or are required by law. Terms and conditions of the client are only applicable if this has been agreed explicitly and in writing between the parties.

These general terms and conditions do not apply to consumers. A consumer means a natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

§2. Scope and implementation of the mandate

2.1 The mandate shall only be concluded by acceptance of the order by KKM Patentanwälte. Until acceptance of the order, it is at the discretion of KKM Patentanwälte to accept or decline the order.

2.2 The scope of the mandate is limited by the specific order of the client. The subject-matter of the mandate is the service agreed upon, not a specific legal or commercial success. The mandate will be handled by KKM Patentanwälte according to the principles of proper professional practice, in particular in accordance with the German Patent Attorneys Act (PAO) and the German Code of Conduct of Patent Attorneys (BOPA).

2.3 Mandates are granted to all patent attorneys of KKM Patentanwälte, unless otherwise agreed in writing. In all cases, KKM Patentanwälte is exclusively entitled to the respective fee. To fulfil the mandate, KKM Patentanwälte is entitled to use and consult patent attorneys or patent engineers employed with KKM Patentanwälte, freelancers and professionally competent third persons, insofar as these persons are also bound by the professional obligation to secrecy.

2.4.1 Any order of the client and any instructions provided by the client during the performing of a mandate must be provided in text form (letter, e-mail or facsimile). If the text form is not complied with, KKM Patentanwälte is not obliged to perform the order or to carry out the instructions.

2.4.2 If the client provides orders or instructions without using the text form, KKM Patentanwälte has the right to perform such orders and instructions in order to safeguard the client's rights. KKM Patentanwälte can request from the client a confirmation of such order or instructions in text form. KKM Patentanwälte will set an adequate deadline for the providing of such confirmation. If the client does not confirm the orders or instructions within the deadline, the orders or instructions are deemed to be confirmed by the client. KKM Patentanwälte is obliged to inform the client about this consequence at the start of the deadline.

2.5 KKM Patentanwälte is only obliged to file appeals or other legal remedies if it receives an explicit order in text form and has accepted this order.

2.6 Within the scope of a mandate, prior art searches or searches for earlier rights are only performed if KKM Patentanwälte receives a respective explicit order of the client in text form.

§3. Obligations of the client

3.1 The client shall inform KKM Patentanwälte in full and comprehensively about the facts of which he is aware, the knowledge of which is essential for the processing by KKM Patentanwälte. KKM Patentanwälte can trust the facts and information provided by the client without confirming these itself and can use these facts and information as a basis for processing the order. The client undertakes to examine all written documents of KKM Patentanwälte to the extent whether the facts stated therein are rendered correctly and in full. If the client does not raise objections within a reasonable time frame, the silence of the client will be deemed as approval of the documents and as confirmation that the contents of the documents is correct and complete.

3.2 The client undertakes to make every effort to support KKM Patentanwälte in carrying out the order and to take all measures necessary and within his power to enable KKM Patentanwälte to properly execute the order; in particular, the client must make available in due time all

information, documents and certificates which are necessary and important for carrying out the order. KKM Patentanwälte is not liable for damages caused by a delayed processing of the order, in particular the missing of a deadline, which is due to the delayed providing of information, documents or certificates by the client.

§4. Secrecy

4.1 KKM Patentanwälte is obliged to secrecy with respect to all information and trade secrets of the client which KKM Patentanwälte became aware of in connection with the mandate. The information and trade secrets shall not be forwarded to third parties that are not involved with executing the order, unless the client consents to such forwarding. This obligation continues to exist after the termination of the mandate.

4.2 The obligation to secrecy does not apply if the disclosure of the information is necessary for safeguarding the legitimate interests of KKM Patentanwälte. To this extent, the client releases KKM Patentanwälte of the obligation to secrecy. This is in particular applicable to information which KKM Patentanwälte has to disclose in accordance with the policy conditions of its professional liability insurance to fulfill KKM Patentanwälte's duty to disclose and to cooperate. The obligation to secrecy does further not apply to information that has become public without the involvement of KKM Patentanwälte.

4.3 During the course of fulfilling the mandate, KKM Patentanwälte is entitled to communicate with the client and third parties by unencrypted and unsecured e-mail and/or facsimile, unless something else has been agreed upon with the client. It is explicitly pointed out to the client that when using facsimile or electronic media (e-mail) for communication, confidentiality cannot be guaranteed.

§5. Remuneration and payment

5.1 Charges, expenses and fees (remuneration) are subject to the remuneration agreement between the parties and/or to the schedules of fees and charges of KKM Patentanwälte, or, subordinately, to the relevant applicable statutory provisions on remuneration in accordance with the German act on the remuneration of attorneys at law (RVG), which is also applicable to the remuneration of patent attorneys in litigation matters. For the purpose of these general terms and conditions, the remuneration also includes expenses, such as official fees, for which KKM Patentanwälte effects payment for the client.

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

5.3 If the client requests an estimate of the remuneration due for the performing of the mandate, KKM Patentanwälte is entitled to request an appropriate adjustment of the remuneration if the client requests a change of the mandate during its execution, or if such change results from other circumstances. KKM Patentanwälte can continue to perform the mandate if the estimated number of hours has been exceeded unless the client objects to the continuation. The exceeding of the estimated number of hours has to be reported to the client without undue delay.

5.4 Payment of invoices is due immediately and without deductions upon receipt of the invoice by the client. If the client, following a warning notice from KKM Patentanwälte that is made after payment is due, fails to perform, he is in default as a result of the warning notice. The client is in default at the latest if he does not perform within thirty days after the due date and receipt of the invoice or equivalent statement of payment. If the time at which the invoice or payment statement is received by the client is uncertain, the client is in default at the latest thirty days after the agreed service is due and has been performed by KKM Patentanwälte. Upon default, the client is obliged to the payment of default interest at the rate of 9% above the relevant base interest rate of the German Federal Bank (Deutsche Bundesbank). The right of KKM Patentanwälte to enforce higher damages remains unaffected.

5.5 If the reasonable advance payment (§5.2) is not received or the client is in default (§5.4), KKM Patentanwälte has the right to immediately discontinue the processing of the mandate. KKM is not liable for damages, in particular loss of rights, which occur due to such discontinuation of the processing of the mandate.

5.6 The client hereby assigns to KKM Patentanwälte all claims for reimbursement against the opposing party, the public treasury, the German Patent and Trademark Office (DPMA), the European Patent Office (EPA), the legal protection insurance (with their approval), or other third parties, to which he is entitled to from the mandate relationship with KKM Patentanwälte, in the amount of the payable remuneration, and further authorizes KKM to inform the third party of the assignment. The third party is only informed if the client does not meet his payment obligations towards KKM Patentanwälte, in particular if the client refuses payment, is in default of payment or an application has been filed for insolvency proceedings to be opened over his assets.

5.7 KKM Patentanwälte is authorized to offset incoming reimbursed amounts and other payments to which the client is entitled, which are credited to KKM Patentanwälte's account, against outstanding remuneration which is still to be settled, insofar as permitted by law.

5.8 The client is only allowed to offset claims, which the client has towards KKM Patentanwälte, against claims which KKM Patentanwälte has towards the client, if the claims of the client are undisputed or have been recognized in an enforceable judgement by a court. Notwithstanding Art. 5.7, a claim of KKM Patentanwälte towards the client cannot be settled by assigning a claim of the client towards a third party to KKM Patentanwälte.

5.9 If KKM Patentanwälte has several claims for remuneration against a client, and if the payment of the client does not suffice to settle all claims, and if the client does not make a determination which claim is to be settled when he performs, then the first claim settled is the claim that is due; among more than one due claim, the one offering KKM Patentanwälte the least security; among more than one equally secure claims, the oldest claim.

5.10 If required, the client will convey its value added tax identification number (VAT ID) to KKM Patentanwälte and agrees that the VAT ID will be disclosed to tax authorities in Germany.

§6. Liability and limitation of liability

6.1. The principles of liability are governed by the provisions of the German Partnership Act (Partnerschaftsgesellschaftsgesetz) and by these general terms and conditions. The liability of KKM Patentanwälte for damages due to professional error is limited to the assets of the partnership. In cases of simple negligence, the liability of KKM Patentanwälte from a contractual relationship with the client is herewith limited to EUR 10,000,000.00 (in words: ten million Euro) for each individual mandate (§45b PAO). 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.

6.2. KKM Patentanwälte maintains a liability insurance, the amount insured of which covers EUR 10,000,000.00 per insured event (annual limit: 2 insured events of EUR 10,000,000.00 each or 4 insured events of EUR 5,000,000.00 each per partner). 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 KKM Patentanwälte and the client with respect to the costs of such increase.

6.3 A damage claim can only be asserted against KKM Patentanwälte within a preclusion period of one year after the client first became aware of the damage and of 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.

§7. Termination

7.1 KKM Patentanwälte has the right to terminate the mandate at any time, but the mandate shall not be terminated at an improper time, unless the mutual trust necessary for the further provision of services has been permanently damaged. The right to extraordinary termination for an important reason remains unaffected. In particular, KKM Patentanwälte has the right to terminate the mandate, irrespective of the state of procedure, if, after an additional request for payment, the client has not made the reasonable advance payment (§5.2) or is in default with respect to the payment of the remuneration (§5.4). After termination, KKM Patentanwälte is no longer obliged to forward communications

concerning the mandate to the client, or to check or process such communications in any other way.

7.2 After termination of the mandate, any services and expenses not yet invoiced shall be invoiced immediately. Payment is due immediately after receipt of the invoice, unless otherwise agreed.

7.3 The client has the right to request the handing over of the documents which KKM Patentanwälte has obtained from the client or for the client in the course of the performing of the mandate. If such documents are sent to the client, they can be sent to the last known address of the client. The consignment risk shall be borne by the client. KKM Patentanwälte has the right to withhold the documents until any outstanding remuneration and invoices have been settled by the client, unless the withholding would be improper in consideration of the circumstances.

§8. Applicable law, Place of Performance and Jurisdiction

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

8.2 If the client does not have a general venue (place of residence or registered seat) in Germany or in the European Union, the general venue of KKM Patentanwälte in Landsberg am Lech, Germany is agreed as the international and local exclusive place of jurisdiction for any disputes between the parties arising from the attorney-client relationship.

8.3 Place of performance for all the services within the ambit of the attorney-client-relationship is the registered seat of KKM Patentanwälte in Landsberg am Lech, Germany.

§9. Final clauses

9.1 Rights arising from the contractual relationship between the client and KKM Patentanwälte shall not be assigned to third parties unless otherwise agreed in writing.

9.2 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.

9.3 If a provision of these general terms and conditions is or becomes invalid, incomplete or impracticable, this will have no effect on the validity of the remaining provisions. In place of such invalid or impracticable provision or to supplement such incomplete provision, an appropriate provision shall apply that comes closest to what the parties to this agreement intended or would have intended in accordance with the original purpose of the respective provision, within the framework of what is legally permissible.

9.4 If there is a lack of correspondence between the Mandatsbedingungen of KKM Patentanwälte provided in German language and the present general terms and conditions of KKM Patentanwälte, the Mandatsbedingungen prevail.

Status as of October 2017