

GENERAL TERMS AND CONDITIONS DeltaPatents B.V.

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Art. 1 General information

1. Definition of DeltaPatents

DeltaPatents B.V. (hereinafter referred to as 'DeltaPatents') provides services in the area of intellectual property, in particular as a patent attorney office and through the provision of courses and publications. DeltaPatents shall be deemed to mean the patent attorney and/or other employee(s) of DeltaPatents.

2. Applicability

These Terms and Conditions apply to each offer, quotation and agreement between DeltaPatents and a commissioning party, unless the parties explicitly deviate from these Terms and Conditions in writing. These General Terms and Conditions also apply to supplementary commissions and follow-up commissions. These Terms and Conditions also apply to all agreements with DeltaPatents, the implementation of which involves third parties.

3. Effect

Both DeltaPatents and all persons engaged in the execution of any commission can invoke these General Terms and Conditions. This shall apply equally to former employees, including any successors in law, in the event that they are held liable after they have left the employ of DeltaPatents.

4. Effect of other Terms and Conditions

The Code of Conduct for the Patent Attorney constitutes a part of these General Terms and Conditions.

Any Terms and Conditions or stipulations, of any nature whatsoever, applied by the commissioning party, shall only be applicable if this is agreed explicitly in writing.

5. Language

These General Terms and Conditions are drawn up in Dutch and English. In the event of any dispute over the content or tenor of these Terms and Conditions, the Dutch text shall be binding.

Art. 2 The Agreement

1. Formation of the agreement

Agreements between the commissioning party and DeltaPatents are concluded at the moment the commissioning party indicates in writing or verbally, directly or through another party, that he/it wishes to make use of the services of DeltaPatents and DeltaPatents accepts the commission in question, taking into account the provision of Article 5 para. 3 and para. 4.

2. Executive actions and agreements

All agreements entered into and/or actions carried out as a result of, in the context of or in connection with the agreement shall be deemed to be in implementation of the agreement.

3. Commissions

DeltaPatents deems all commissions to have been issued exclusively to DeltaPatents, even in cases in which it is the explicit or tacit intention that a commission be carried out by a certain person. The operation of Section 7:404 of the Dutch Civil Code, which contains a regulation covering the above instance, and the operation of Section 7:407 para. 2, which establishes several liability for cases in which a commission is issued to two or more persons, is excluded.

Art 3 Implementation and liability

1. Implementation of work to the best of its ability

DeltaPatents shall perform the agreed work to the best of its ability, with due observance of the care and code of honour usual in the profession.

The commissioning party acknowledges that the work performed by DeltaPatents partly is of an advising nature. For any damages resulting from or relating to this kind of work, DeltaPatents is not liable. In particular (but not limited to), with respect to a search or patent grant, DeltaPatents cannot be held liable for completeness or achievement of a result.

2. Professional liability

In the unlikely event of an occurrence during the implementation of a commission which results in liability, said liability shall be limited to the amount or amounts which can be claimed under the professional or business liability insurance entered into by DeltaPatents. If for whatever reason, the liability insurance does not pay a benefit, the liability of DeltaPatents is limited to the amount of the fee of the commission up to a maximum of € 10.000.

3. Engagement of other persons and limitation of liability

DeltaPatents is entitled to commission other persons to conduct the work if DeltaPatents considers it useful or required for the correct conduct of the work. If the commissioning party designates other persons who DeltaPatents must involve in conducting the work, DeltaPatents cannot be held liable for any mistakes or omissions of these designated other persons.

4. Liability in the event of inaccuracy of sources

DeltaPatents cannot accept any liability for any loss and/or costs incurred by the commissioning party and third parties as a direct or indirect result of any inaccuracy or incompleteness of any sources consulted by DeltaPatents.

5. Liability due to infringement on IPR

DeltaPatents cannot be held responsible for any occurrence based on or due to infringement of intellectual property rights (IPR) by the commissioning party.

6. Liability for courses and publications

DeltaPatents cannot be held responsible for any loss and/or costs incurred in relation to courses, course material or other publications.

Art. 4 Information from commissioning party

1. Confidential treatment of information provided

DeltaPatents shall treat all information provided by the commissioning party in strict confidence. This obligation shall not apply to information provided by the commissioning party (a) which is or has become general knowledge other than as a result of any action or omission on the part of DeltaPatents, (b) which was already known by DeltaPatents before the time at which it received the information from the commissioning party, or (c) which it received from a third party which was entitled to provide the information in question.

2. Information provided to third parties

DeltaPatents shall impose the same obligation of confidentiality on other persons involved in the implementation of the work as it is subject to itself. DeltaPatents cannot be held liable for any breach of the obligations referred to in this article in the event that it can make a plausible case that it could not reasonably have prevented said breach.

3. Accuracy and completeness

DeltaPatents cannot guarantee the accuracy or completeness of the information provided by the commissioning party to DeltaPatents. The provision of incorrect and/or incomplete information by the commissioning party, even if this takes place in good faith, shall entitle DeltaPatents to suspend implementation of or dissolve the agreement.

4. Communication

DeltaPatents cannot be held liable for loss resulting from an infringement of the confidentiality of communication which takes place by electronic means, such as email, at the request of or with the tacit approval of the client.

Art. 5 Fee and payment

1. Fees

The fee for the work carried out by DeltaPatents is not dependent on the result of the commission issued, and is based on hourly rates and expenses. Any cost estimates provided by DeltaPatents shall be purely indicative in nature and are subject to an additional BTW (Dutch VAT).

2. Invoices and payment

DeltaPatents shall invoice the commissioning party for the work to be performed and already performed and the costs to be incurred and already incurred. In the case of commissions with a duration exceeding 2 months, the amounts owed may be charged periodically. Invoices must be paid to DeltaPatents as quickly as possible, and in any event within 30 days of dispatch.

3. Definitive commission on payment of advance invoice

In the event that DeltaPatents sends an advance invoice, the commissioning party's commission shall only be deemed effectuated once the advance invoice has been paid. DeltaPatents shall therefore only commence work after the advance invoice has been paid.

4. Courses

Courses are billed in advance after receipt of a registration form. Registration only progresses to a reservation for a course after the fees have been paid in full. The fee must be received at least 4 weeks before the start of the course. A cancellation fee is due in the event of cancellation of participation. DeltaPatents reserves the right to cancel the course no later than one week before the starting date.

5. Separate claim

Each invoice of DeltaPatents shall be deemed to be a separate claim by DeltaPatents against the commissioning party. Non-payment of any invoice by the due date shall result in the immediate pay-ability of all other claims against the commissioning party.

6. Liability for commission and payment

If the commissioning party requests DeltaPatents to send invoices to a third party, the commissioning party must provide a title to DeltaPatents stating the ground on which the third party accepts to pay the invoices. The commissioning party is held to pay the invoices if the third party does not pay in time.

If, at any time, the commissioning party is not the owner or not the sole owner of the intellectual property right, the commissioning party must provide a title to DeltaPatents stating the ground why the commissioning party is authorized by each owner of the intellectual property right to commission DeltaPatents, and that each owner is held to pay the invoices if the commissioning party does not pay in time. None the less, the commissioning party stays liable for the consequences of his commissioning.

7. Commissioning party in default due to late payment

In the event that any invoice has not been paid within the term indicated above in para. 2, the commissioning party shall be in default *ipso jure* and without the requirement of any further notice or demand. DeltaPatents shall then be entitled to cease its work for the commissioning party with immediate effect, without incurring any liability to the commissioning party. The commissioning party shall then owe DeltaPatents interest for late payment on the outstanding claim(s) of 1.5% per month, whereby part of a month shall be considered to be a whole month. In the event of judicial or out-of-court collection, the commissioning party shall owe - in addition to the principal amount and interest - all the judicial and/or out-of-court collection costs, with a minimum of 15% of the amount owed, including interest.

8. Right of retention

In the event that the commissioning party is in default, DeltaPatents can in any event exercise a right of retention with regard to all matters which it shall have in its possession or shall have obtained in the context of the work, including all advice, reports, lists, etc. which DeltaPatents may have drawn up or had drawn up in the context of the work, on whichever data carriers these may be located.

9. Transfer of intellectual property rights

If in a situation mentioned in article 5, para. 7, the commissioning party does not pay the invoice within the time period set by DeltaPatents, DeltaPatents has the right to demand transfer of the intellectual property rights from the commissioning party to DeltaPatents for the intellectual property rights for which DeltaPatents has performed the commissioned activities. The commissioning party agrees to such a transfer and commits itself to perform any act to effectuate this transfer and to abstain from any act hindering this transfer. DeltaPatents cannot be held liable for any loss of rights during and after the transfer of the intellectual property rights to DeltaPatents.

10. Lapse of industrial / intellectual property rights

The commissioning party must note that the non-commencement or cessation of the work by DeltaPatents in accordance with paragraphs 3 or 7 may or shall result in the lapse of intellectual or industrial property rights for which the commissioning party is solely responsible and liable.

11. Payment without discount or setting off

Payment of invoices sent by DeltaPatents shall at all times take place without any discount or setting off. Disputes of any nature whatsoever shall at no time entitle the commissioning party to refuse or suspend payment of any invoice, unless the complaint was received in good time by DeltaPatents.

Art. 6 Complaints

Complaints regarding any failure on the part of DeltaPatents to perform work must be received by DeltaPatents in writing within 30 days of the date on which the commissioning party should reasonably have been able to discover the failure. Complaints regarding any invoice must be received by DeltaPatents in writing within 30 days of the date on which the invoice was sent.

Art. 7 Force majeure

1. Occurrence of force majeure

The parties are not required to comply with any obligation if they are unable to do so as a consequence of a situation which is not the result of negligence, and cannot be deemed its responsibility under the law, by virtue of a legal act or in accordance with generally accepted standards. In addition to that which is understood by the term *force majeure* in law and case law, it shall be deemed in these General Terms and Conditions to mean all external causes, foreseen or unforeseen, on which DeltaPatents cannot exercise any influence, but as a result of which DeltaPatents is unable to meet its obligations. This shall include labour strikes at DeltaPatents' company.

2. Suspension

The parties shall be entitled to suspend the obligations ensuing from the agreement without judicial intervention for the duration of the *force majeure* situation. In the event that this period persists for more than three months, each of the parties shall be entitled to dissolve the agreement, without the obligation on either party to pay compensation for loss to the other party.

3. Right to payment

DeltaPatents shall at all times be entitled to demand payment for the work carried out in implementation of the agreement in question before the *force majeure* situation became apparent.

Art. 8 Dissolution of the agreement

In the event that the commissioning party does not comply fully, properly or promptly with any obligation ensuing on him/it from the agreement entered into with DeltaPatents, as well as in the event of the commissioning party being declared bankrupt, being granted protection from his/its creditors, the cessation or liquidation of his/its company, the commissioning party shall be deemed to be in default *ipso jure* and DeltaPatents shall be entitled to dissolve the agreement(s) existing between DeltaPatents and the commissioning party without requiring any notice and without judicial intervention, in as much as said agreement(s) has/have not yet been implemented, and to demand payment for the work already performed and the costs, loss and interest incurred as a result of the default on the part of the commissioning party.

Art. 9 Applicable Law

Netherlands law shall apply exclusively to all agreements entered into between DeltaPatents and the commissioning party and/or actions performed. The commissioning party acknowledges that the characteristic performance of the work by DeltaPatents takes place in the Netherlands, even if this work is partially performed elsewhere. All agreements and/or actions are deemed to have been entered into / carried out in the Netherlands. The competent court in the court district of Den Bosch shall be the sole court competent to hear all disputes between DeltaPatents and the commissioning party.