

Creativity with purpose

Industrial Property Consulting

European Patent Attorney

## GENERAL TERMS AND CONDITIONS OF SERVICES

Touroude & Associates, Industrial Property Law Firm

### ARTICLE 1 - OBJECTIVE

The Touroude & Associates company, Industrial Property Law Firm and European Patent Attorney approved by the European Patent Office offers, in accordance with Article L. 422-1 of the Intellectual Property Code, counselling services, assistance and representation for the purpose of obtaining, maintaining, exploiting or defending intellectual property rights, in particular in the field of patents, trademarks, designs and models, software related rights, and rights relating to all related matters. These services include legal counselling and the drafting of deeds under a private seal.

The purpose of these General Terms and Conditions of Service (GCS) is to specify the terms and conditions under which Touroude & Associates, hereinafter T&A, Simplified Joint Stock Company with a capital of €5,000, whose main office is at 1 rue Albert Einstein-Chaps sur marne-77447 Marne la vallée cedex-France, registered with the Marne Commercial Registry (RCS) under number 810 040 808, provides its CLIENTS with consulting, assistance, audit, research, representation, and drafting services in order to obtain, maintain, operate, or defend industrial property rights, ancillary rights, and rights relating to all related matters.

The GCS are expressly approved and accepted by the CLIENT, who declares and acknowledges having excellent knowledge, and renounces, therefore, the application of any contradictory document and, in particular, their own general conditions for purchase, which will be unenforceable with T&A, even if they are aware of it.

## ARTICLE 2 - DEFINITIONS

The terms below shall carry the meaning defined in this article when written in capital letters. The terms may be used in the singular or plural depending on the context.

"GCS" means these General Terms and Conditions of Services

"CLIENT" means the physical person or legal entity entrusting its interests to T&A.

"CONTRACT" means the set of contractual documents committing T&A to the CLIENT.

"T&A" means Touroude & Associates, Industrial Property Law Firm.

"SERVICE" mean the services of consulting, assistance, audit, research, representation, and drafting services in order to obtain, maintain, operate, or defend industrial property rights, ancillary rights, and rights relating to all related matters, supplied by T&A.

## ARTICLE 3 - GENERALITIES

The SERVICES provided are regulated by the following contractual documents:

these GCS, of which the CLIENT acknowledges being aware when a document is brought to its attention by T&A, in particular the quote or the invoice, reference made therein, are consultables on the T&A website at the address [www.Tourouse.com](http://www.Tourouse.com)

the quote established by T&A and duly accepted by the CLIENT;

possibly the Special Conditions granted to the CLIENT.

All of these documents constitute the CONTRACT entered into between T&A and the CLIENT. It is, therefore, previously sent or delivered to the CLIENT before any SERVICES can begin to be delivered.

No particular condition may, unless previously accepted by T&A in writing, take precedence over the GCS. Any contrary condition opposed by the CLIENT will be, in the absence of express acceptance, unenforceable with T&A, regardless of when it could have been brought to its attention.

The SERVICES provided are, moreover, subject to the legal, regulatory, and ethical provisions setting forth the conditions for practice for the Industrial Property Consulting profession.

T&A reserves the right to proceed at any moment and without prior notice with any modification of the this document made necessary.

The nullity or eventual lapse of one of the clauses of these GCS has no influence on the validity of the other clauses. The strict non-application of the GCS by T&A, at one time or another, does not entail a waiver of invoking them

at a later date.

#### ARTICLE 4 - CONCLUSION OF THE CONTRACT

##### Duration and validity of the quote

Proposals, offers, and quote are only valid during the timeframe mentioned on the document/or failing that, two (2) months after the date of their establishment, and are included within the framework of the GCS.

##### Validation of the CONTRACT

The CONTRACT shall enter effect, at the earliest, starting from the acceptance of the quote established by T&A, and by payment of the order by the CLIENT.

In the absence of the CLIENT's express agreement and payment of the entire quote, the acceptance of the CONTRACT may, as an exception and after the express agreement of T&A, result from its execution when customary contractual relations exist between T&A and the CLIENT justify it.

#### Modification of the CONTRACT

Any changes to the mission requested by the CLIENT will be taken into account, only if they are notified in writing, within a reasonable timeframe, after approval of a new specific quote and possible price adjustment by the CLIENT.

#### Duration of the CONTRACT

The CONTRACT is entered into for an undetermined amount of time. It may be cancelled at any time by one of the parties subject to reasonable notice.

Unless otherwise agreed, T&A will be deemed relieved from all the SERVICES for which it was mandated by the CLIENT starting from receipt of the termination.

In the event of termination of the CONTRACT, the CLIENT shall immediately update the payment of all invoices with respect to T&A.

#### ARTICLE 5 - TERMS FOR THE PROVISION OF SERVICES

T&A commits to use all means necessary for the successful execution of SERVICES.

Certain SERVICES, particularly the filing of a patent tender, may, by their nature, generate delays in the performance of new SERVICES at the patent offices (INPI, EPO...).

#### PATENTABILITY STUDY:

The patentability study is performed on a specific invention and therefore does not cover the variants of this invention;

In the event if the CUSTOMER does not order the Background Research Option (search for patents and scientific literature published in your field of invention), the analysis of patentability will be made by the Patent Attorney on the basis of only prior works mentioned by the customer in the form under the heading "state of the art".

T&A has the right to consider itself released from all liability in the case of non-provision or non-conforming provision by the CLIENT of the existing precedents and non-order of the Background research option.

T&A declines all liability, in particular due to an error or omission in prior work searches, and a patentability study as long as all the necessary care has been observed to perform this type of service.

Like any patentability study, it must be updated as the project matures in order to ensure that the initial study is remains relevant.

T&A's conclusions regarding the patentability of the invention depend on our interpretation of the invention and the prior art analyzed. In the context of a procedure for granting a patent or an action for nullity of the patent, or arbitration, on the basis of these precedence, these interpretations must be confirmed by an INPI examiner, a judge, or an arbitrator. We cannot rule out that the Examiner, the Judge, or the Arbitrator is not convinced by the arguments that are presented to them and does not share our interpretation. As a result, T&A's conclusions are subject to risk.

Background search OPTION:

Documents searched in the databases when studying the patentability of the invention are selected based on their titles, and abstracts but not systematically based on the description and the claims.

In the same way, the prior technique cited in the documents resulting from the research is taken into account only if indices in the citation itself allow to consider it as relevant (title, company or date for example).

Any search of this type involves related risks:

as for the "quality" of the bases used, and  
as for the nature (information) of the question.

We strive to ensure the highest standard of quality but we cannot be responsible for problems such as databases (indexing error, for example) or problems with information technologies.

In addition, patent applications are indexed late and for the 18 months following filing, patent applications are not available. There is therefore a blind time of about 18 to 20 months on any search of this type.

As part of the Background Search Option, T&A commits to use all means necessary for the search of patents and scientific literature published in your field of invention.

In any case, T&A cannot be held responsible for the non-highlighting of a relevant document during this search for prior works. T&A is under the obligation of means and not of results.

Writing and submission of patent tender

The drafting of a patent tender is based on the invention as described by the CLIENT at the time of placing the purchase order. Any substantial modification of the invention after validation of the order may modify the quote issued by T&A.

T&A declines all liability, in particular due to an error or omission in writing of the patent tender as long as all the necessary care has been observed to perform this type of service.

T&A has the right to consider itself released from all liability in the case of non-provision or erroneous provision by the CLIENT of the information concerning mainly the invention, the applicant, or the inventors.

Under no circumstances can T&A be held responsible for the non-grant of the patent by the INPI or EPO or another patent office, provided that all necessary care has been taken to perform this type of service.

#### Notifications of irregularities

T&A communicates, to the CLIENT, the notifications of irregularities issued by the Patent Offices for the CLIENT's patent applications which it manages.

T&A will not support the tracking of response times, the preparation and filing of the response and any possible fee payment(s) in response to the notification of irregularities for the CLIENT's patent applications, which he manages unless ordering and payment of the service by the CLIENT at least one (1) month before the deadline indicated in the notification.

#### Preliminary research report

T&A communicates, to the CLIENT, the preliminary research report issued by the INPI for the CLIENT's patent applications which it manages.

T&A will not be responsible for tracking the response time to this preliminary research report, the preparation and submission of the response of this preliminary research report to the INPI or EPO and any possible tax payment(s) for the CLIENT's patent applications, which he manages unless ordering and payment of the service by the CLIENT at least one (1) month before the deadline indicated in the notification.

#### PCT Extension

Any patent application filed in France with the INPI or in Europe with the EPO, benefits for a maximum of one year from a so-called "priority period" during which this application can be extended abroad. Beyond this one-year period, it will no longer be possible to apply for protection abroad for said patent application.

As far as possible, T&A will communicate this deadline to the CLIENT when filing the patent application which it manages in France or in Europe.

T&A will not support the extension abroad for said CLIENT's patent application which they also manage unless for the ordering and payment of the service by the CLIENT at least one (1) month before expiration, either 11 months after application of said patent tender with the INPI or with the EPO.

#### Annuities

Any patent application requires the payment of annual fees called annuities throughout the 20 years of the life of the patent, in order to be kept in force. In particular, a French patent application requires the payment of an annuity to the INPI, every year, on the anniversary date of the filing of the patent application.

As far as possible, T&A will communicate this deadline to the CLIENT when filing the patent application which it manages in France or in Europe.

T&A will not be responsible for the payment of annuities for the CLIENT's patent applications, which he manages unless ordering and payment of the service by the CLIENT at least three (3) months before the expiry date.

#### Issuance

At the end of the examination procedure by the patent offices, in particular the INPI and the European Patent Office, the patent application may be rejected or issued. T&A commits to using all means necessary for the proper performance of the SERVICES and, in particular, to act, both in compliance with the legal and regulatory provisions in force and within the limits of the mandate entrusted to it by the CLIENT, in order to obtain issuance of the patent. T&A is subject to an obligation of means and not of result and T&A cannot be held responsible in the event the patent application is rejected.

In order to validate the grant of such a patent from the Patent Offices, it is necessary to comply with the legal and regulatory provisions in force at the patent offices, such as providing translations of claims in Europe, and paying the required fees, in respect of the deadlines. T&A will communicate this deadline to the CLIENT for the patent application which it manages in France or in Europe.

T&A will not be responsible for the payment of annuities for the CLIENT's patent application, for which he manages unless for the order and payment of the service by the CLIENT at least three (45) months before the expiry date.

#### Miscellaneous

Certain SERVICES may, by their nature, be subject to delay in the timeframes previously agreed between the parties.

When justified, the execution of the SERVICES gives rise to the writing of a report sent by T&A to the CLIENT.

T&A will not be responsible for tracking the payment deadlines for the annuities and paying them for the CLIENT'S patent applications and patents, for which he manages, unless specifically instructed by the CLIENT and payment of the service and the annuity due at least 2 (two) months before the payment due date of the annuity.

T&A is entitled to consider itself released from any liability for delays in the following cases:

non-supply or non-compliant supply by the CLIENT in a timely manner of the necessary information, or any other item of information responsible by the CLIENT.

non-compliance by the CLIENT with the terms of payment.

## ARTICLE 6 - TIMEFRAME OF EXECUTION

Unless a time limit is expressly agreed with the CUSTOMER, T&A is only required to perform the SERVICES in the most reasonable time and according to its possibilities. These deadlines are thus given for indicative purposes, any missed deadline cannot be considered as a reason for breach of the CONTRACT or dispute for the amount due for the SERVICE.

In accordance with Article 9 of these GCS, any execution time expressly agreed with the CLIENT is understood as starting from the payment of the totality of the quote to order. Similarly, any period of execution expressly agreed with the

CLIENT starts from their provision of all the information necessary for its realization. As some SERVICES are subject to a turnaround time imposed by an administration and/or by the regulations in force on industrial property, the CLIENT is obliged, at the request of T&A, to give their instructions in due time in order to respect the imposed deadlines and allow T&A to carry out its mission with all necessary care.

The CLIENT shall be solely liable for damages (including loss of rights) that may result from instructions received after a deadline notified by T&A.

## ARTICLE 7 - LIABILITY

T&A commits to using any means necessary for the proper performance of the SERVICES and, in particular, to act, both in compliance with the legal and regulatory provisions in force and within the limits of the mandate entrusted to it by the CLIENT. Consequently, T&A is under the obligation of means and not of results.

In any case, the amount of any compensation charged to T&A may not exceed the cost of the bill paid including taxes by the CLIENT.

Under no circumstances can T&A be held liable for the compensation of direct or indirect and immaterial damages suffered by the CLIENT and in particular the loss of turnover, contracts, customers, reputation, profits, computer data, moral damage etc.

The responsibility of T&A will in no case be engaged in case of delay or suspension of the provision of the service attributable to the CLIENT, or in case of force majeure.

T&A has taken out professional liability insurance covering all of its activities and undertakes to provide a certificate upon request from the CLIENT.

## ARTICLE 8 - FINANCIAL CONDITIONS

quote

For any perfectly defined service, T&A can provide an quote, free of charge, upon reasonable request. It is understood that the cost of SERVICES involving external providers, especially foreign correspondents, or foreign currencies may be only indicative.

The cost of official taxes or royalties is the one that is known at the time of the quote.

Fees

The SERVICES provided give rise, in principle, to fees charged on the basis of a fixed price or, if not, by application of an hourly rate.

The billing method used shall be fixed by mutual agreement between the parties. It is mentioned on the quote prepared by T&A and duly accepted by the CLIENT.

The fees charged are determined by the quality of the T&A members in charge of the performance of the SERVICES, the difficulty of the mission, and the nature of the SERVICES performed.

In addition to the payment for SERVICES performed, the parties may agree on an additional fee depending on the result obtained or the service rendered.

Official taxes and fees from external firms

T&A's fees do not include the costs, taxes and external fees incurred by the latter for the purposes of performing the SERVICES.

The costs, taxes, and external fees are charged to the CLIENT in addition to T&A's fees.

In accordance with the rules of procedure of the National Company of Industrial Property Consultants (CNCPI), T&A recalls that it is forbidden for them to take over or to offer to bear the financial risks or the expenses of an operation or intervention for others as well as to fix their remuneration exclusively according to the expected result of such an operation or intervention.

The rates listed for any SERVICE proposal exclude VAT.

A value-added tax (VAT), at the rate in effect on the day of the chargeable event, will be applied in addition, where the latter is applicable under French and European laws.

Invoices

SERVICES are billed to the CLIENT. In the event that the intellectual property organizations' taxes and the fees of the external providers are not directly invoiced by them, the T&A invoices will highlight, distinctly at the request of the CLIENT, the various fees and taxes. They also indicate amounts previously received as a provision or payment.

ARTICLE 9 - CONDITIONS FOR PAYMENT

Invoices are payable in full before the completion of the mission, upon receipt of the quote, net and without discount.

Failure to pay any term of payment on the due date will result in the suspension of the mission or at T&A's discretion the advance payment of any order in progress without prior notice.

If a payment after the completion of the assignment is expressly approved by the CLIENT, the following terms apply to T&A invoices:

Invoices are payable in cash upon receipt of the quote, net and without discount.

T&A reserves the right to require guarantees as to the proper payment;

Any dispute from the CLIENT on an invoice cannot justify unilaterally suspending payments or making deductions or compensation;

Failure to pay on the due date of any payment term will result, without prior notice, by right:

the immediate payment of any other payment term or other unmatured invoice;

the suspension of the mission or at T&A's discretion the advance payment of any order being executed.

In the event of payment after the due date, late penalties will be calculated from the due date until the actual payment date, on the amount including the price of the services provided on the invoice, at the rate of 10.5%. They will be payable upon simple request from T&A, without a reminder being necessary. It will also be invoiced in addition to an amount of forty (40) euros as a lump sum indemnity for recovery costs, in accordance with Articles L441-6 and D441-5 of the French Commercial Code.

The inherent costs in any proceedings charged for the recovery of the sums due shall be borne by the CLIENT.

## ARTICLE 10 - OBLIGATIONS OF THE PARTIES

Obligations of the CLIENT

The CLIENT undertakes to communicate to T&A just and sincere information and to send them all the elements necessary for the provision of adapted SERVICES. In particular, they commit to informing them of their activities and projects, the state of the works and the state of competition. They commit to notifying T&A of any changes in the data provided and are solely responsible for any damage that may result from incorrect or incomplete information.

#### Obligations of T&A

For reasons of their own, including ethical, and even more so in case of impossibility, T&A is free to refuse a mandate, or to pursue a mission except to notify the CLIENT in a reasonable time and to give him the information that may require a state of emergency. In case of acceptance of the mandate, T&A is required to observe the rules of prudence and diligence imposed by safeguarding the interests entrusted to it by the CLIENT.

T&A is specifically required to:

respect the subject of the mandate entrusted to them,

keep the CLIENT informed of the progress of the SERVICES,

refrain, in the same case, from advising, assisting, representing CLIENTS with opposing interests, except to intervene as an amicable composer,

to observe, in all circumstances, professional discretion.

#### ARTICLE 11 - SUBCONTRACTING

In the event of intervention by a subcontractor, the latter will intervene under the sole liability of T&A and will commit to keeping all the information which they will receive during the SERVICES confidential.

#### ARTICLE 12 - NOTIFICATIONS

The parties shall send the information provided under the CONTRACT according to the process of their choice: by simple letter, fax, electronic mail, or even orally. Preferably the communications will be by email and the deposit and receipt of secure documents via the platform accessible on the CLIENT's client area of the website [www.Touroude & Associates.com](http://www.Touroude & Associates.com). If necessary, this information can be confirmed by simple letter or registered letter with confirmation of receipt.

#### ARTICLE 13 - INDUSTRIAL PROPERTY AND COPYRIGHT - STUDIES AND DOCUMENTS

Quote, proposals, and, in general, all working documents prepared and submitted or sent by T&A to the CLIENT, for the provision of services, remain their property fully and are bound by professional secrecy.

#### ARTICLE 14 – CONFIDENTIALITY / PROFESSIONAL SECRECY

For the duration of the contract and upon its expiry, T&A commits to keeping all documents, information related to the conduct of the mission confidential and to not disclose such elements, and to limit its dissemination only to persons who need to know for execution of the mission.

As such, T&A undertakes to treat all the documents and information entrusted by each of its CLIENTS as confidential and not to communicate their content to any third party other than to the other potential advisers to whom it would be entrusted to carry out part of the SERVICES pursuant to Article 10 of these General Terms and Conditions.

In accordance with Article L.422-11 of the Intellectual Property Code (CPI) and Article 12.3 of the CNCPI Internal Rules, T&A is bound by professional secrecy.

This secrecy extends to consultations addressed to the CLIENT, to the information and documents exchanged with the CLIENT, a colleague or a lawyer, the interview notes and, more generally, all the elements of any file opened as a SERVICE.

For all intents and purposes, however, it is recalled that T&A does not commit any breach of professional secrecy in cases provided for by law, including those set out in Article 226-14 of the Penal Code, and for the strict requirements of their own defense.

#### ARTICLE 15 - APPLICABLE LAW - LANGUAGE OF THE CONTRACT - JURISDICTION

The GCS and the resulting SERVICES are governed by French law and are subject to the rules of the Industrial Property Consultant profession.

They are written in the French language. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute.

In the event of litigation, the commercial jurisdiction of T&A's main office will have sole jurisdiction, even in the event of a warranty claim or multiple defendants.