

# STANDARD ASSIGNMENT TERMS AND CONDITIONS

## BRYN AARFLOT AS

### 1. The assignment

These standard assignment terms and conditions shall apply to all assignments involving Bryn Aarfлот AS (hereafter BAA) and you as the client (hereafter the client).

All assignments shall be ordered by the client in writing and shall take contractual effect when confirmed by BAA.

If, after reviewing these terms and conditions, the client wishes to cancel the assignment, including if the client does not accept the specified terms and conditions, the client shall give immediate notice in writing. The assignment shall then be terminated and fees accumulated up to termination of the assignment shall be invoiced.

If a written agreement is concluded to expand or amend the assignment at a later date, the expanded assignment shall be performed without further confirmation.

BAA's assignment as an agent in trademark, patent, design and other intellectual property matters shall be ongoing. Once an exclusive right has been established through registration or an application has been submitted, the agent assignment shall encompass notice of renewal and other events, including but not limited to approval requests, third-party claims, third-party notices, etc.

The assignment shall not cover tax issues unless specifically stated in writing.

### 2. Performance of the assignment

BAA provides technical and legal assistance at all levels to national and international clients. BAA is subject to a duty of confidentiality in respect of information it receives in cases. All BAA staff have signed written confidentiality declarations.

### 3. Matters within the client's knowledge

The proper performance of the assignment is conditional upon the client passing on all relevant information and providing all relevant documentation in connection with the assignment.

The client shall be obliged to notify changes of name and address. All notifications from BAA will be sent to the client's last specified address. BAA accepts no liability for losses of rights resulting from BAA not receiving instructions from the client because BAA does not have the correct address and contact information for the client.

The client shall be responsible for complying with deadlines notified by BAA, and BAA accepts no liability for losses of rights resulting from BAA not receiving instructions before the expiry of a deadline.

### 4. Liability for case outcome

BAA accepts no legal liability for the achievement of the desired outcome in the case.

In connection with any court case, the client may risk being ordered to cover the opponent's legal costs and to pay court fees, in addition to its own costs. The client shall bear all liability in this regard.

If a court decision awards legal costs to the client, but the amount is less than the fee BAA has claimed/will claim from the client, the client shall be liable to BAA for the difference.

### 5. Prices

BAA's fees shall not be conditional upon the outcome of the case, and shall be paid regardless of the result in the case or whether the case is ended.

BAA's fees shall normally be calculated based on the time BAA has spent on the assignment and in accordance with the hourly rates applicable at any given time. Hourly rates shall be sent to the client upon request. BAA reserves the right to amend its hourly rates, including with effect for assignments on which work has already begun. When calculating its fee, BAA may also take account of the complexity and intensity of the assignment, previously performed specialist work, the sums involved, the result achieved and whether the assignment can be characterised as urgent. A fee estimate is only intended to be indicative for budgeting purposes, and shall not be deemed a fixed price unless agreed in writing.

In certain cases, BAA may issue invoices for its services based on fixed fees in accordance with the price list applicable at any given time. In cases where a fixed fee is quoted, BAA's work

shall be invoiced accordingly. Assistance additional to the work covered by the fixed-fee invoice shall be invoiced based on the number of hours spent and any expenses and disbursements incurred.

### 6. Invoicing and payment

Unless otherwise agreed, the assignment shall be invoiced in accordance with time spent, including on preparations, meetings, supplementary work and travel time where relevant.

BAA shall be entitled to invoice accrued fees and any disbursements on an ongoing basis. BAA reserves the right to invoice in advance, or to claim pre-payment or payment in cash.

Unless otherwise agreed, all BAA invoices shall be subject to a 30-day payment deadline.

In the event of late payment, penalty interest shall accrue and be calculated pursuant to the Interest on Overdue Payments Act of 17 December 1976 No. 100.

### 7. Expenses and disbursements

In the performance of the assignment, BAA shall be entitled to incur, on behalf of the client, all necessary expenses and disbursements unless instructed otherwise. BAA shall not charge any mark-up or supplement when invoicing expenses and disbursements, with the exception of payable value added tax and a foreign exchange supplement when the cost has been incurred in a foreign currency.

If BAA engages consultants, experts, foreign lawyers/advisers or other third parties on behalf of the client, it shall do so as the client's representative, and the client shall be liable for the third party's fees, other costs and any fees or charges. This shall apply irrespective of whether the third party's fees and expenses are invoiced directly or via BAA.

### 8. Communications

BAA communicates with the client's staff, partners or advisers as considered appropriate in each individual case. BAA shall be notified if the case is subject to particular confidentiality or only specified persons are authorised to discuss the matter or to communicate with BAA. BAA seeks to communicate with its clients in an effective manner, including by email where appropriate. However, email correspondence is not considered a secure form of communication, although BAA has strong security tools in place to minimise the risk inherent in electronic communications. If the client does not wish to use email, or if such communications must be encrypted, BAA shall be explicitly notified in each individual case.

### 9. Conflicts of interest

In the course of its assignments, BAA often works on innovations. Handling clients' business secrets correctly is thus a fundamental prerequisite for BAA's operations. To be able to perform assignments as effectively as possible, BAA must have broad experience of different technical and legal matters, in all sectors. This gives BAA technical, legal and commercial expertise that benefits its clients. Accordingly, BAA will work on assignments for several different clients in the same sector or technical area. In BAA's experience, conflicts of interest are rare. BAA has introduced procedures for dealing with the small number of cases where a conflict may arise.

### 10. Special provisions

If BAA's assignment does not explicitly include investigations of previously established rights, prior art or designs, such investigations shall not be undertaken when assisting with the establishment of industrial rights such as patents, trademarks and design rights.

If the client ceases to make payments due to payment difficulties, BAA shall be entitled to terminate the assignment/agent relationship unilaterally.