

# GENERAL TERMS OF SALE

## (pursuant to Article L. 441-6 of the French Commercial Code)

### I GENERAL CLAUSE

CABINET BEAU DE LOMENIE (hereafter, "BDL") is acting as agent for its client or its client's principal (hereafter, the "CLIENT") for its various services. All of the services provided by BDL are subject to these GENERAL TERMS OF SALE, which, except in case of formal and explicit derogation by BDL, prevail over all other terms and conditions specific to each CLIENT and cause total compliance by the CLIENT with the aforementioned terms. Any exception or derogation, even partial, requires prior written agreement. For all points not mentioned below, the ordinary law will apply.

### II PERFORMANCE OF ORDERS

BDL undertakes to carry out orders to the best of its knowledge and ability. BDL must be able to rely on complete and loyal cooperation by its CLIENT, primarily regarding the provision by the CLIENT of complete information on the matter in question, the CLIENT's intentions, developments prior to the matter, and all publications or facts that may be known and pertain to the same or a similar purpose. Unless explicitly instructed to do so, BDL is not required to perform prior art searches.

### III PERFORMANCE TIMEFRAME

1. Unless a timeframe is explicitly agreed upon, BDL alone is bound to perform orders within a reasonable timeframe and to the best of its ability.
2. The timeframes are provided for information and any excess may not be considered grounds for termination or contesting the price.
3. When a deadline is involved, the CLIENT must provide its instructions in due time so the work can be performed with the necessary care. The CLIENT is also required to monitor the official deadlines communicated by BDL.
4. If clear instructions are not provided, BDL is in no case required to take exceptional measures to extend a deadline.
5. When orders or instructions arrive in too short a period or too late, or without payment of any provision that may be required, BDL is released from all liability for non-performance in due time and within the rules.

### IV DOCUMENTS PROVIDED

The CLIENT is required to verify the material and technical accuracy of the documents submitted or provided to it (description, designs, plans, etc..) and provide its written agreement on the texts submitted to it. Failing this, and except in case of opinion to the contrary by the CLIENT in due time, its agreement is considered to have been given on the content of these documents. Copyrights are reserved on the documents submitted or provided. Unless otherwise instructed, documents may be sent by simple letter.

### V OFFICIAL NOTIFICATIONS

BDL must promptly inform the CLIENT of official notifications. The CLIENT is then responsible for providing the necessary and complete instructions to respond to these notifications.

### VI EXTENT OF THE MANDATE

1. Unless otherwise explicitly instructed, the mandate relating to the filing of an industrial property title also extends to the official examination procedure, and in theory ends with the definitive grant of the requested right (or the withdrawal or rejection thereof).
2. When the CLIENT gives the instruction to abandon a right, BDL is no longer required to send the CLIENT any official correspondence it may receive.
3. When BDL is entrusted by the CLIENT only with the payment of fees to maintain industrial property titles in force or renew them, it cannot be considered the agent for other actions relating to the concerned titles, including when the CLIENT is one of its colleagues or a company offering the filing, management of annuities, or renewals of industrial property titles.
4. In case of termination of the entrusted mandate, BDL is not required to provide the CLIENT with any official communications it may still receive, or to study them or, a fortiori, respond to them.

### VII MULTIPLE HOLDERS OR APPLICANTS

In the event of multiple holders (or applicants), they will designate a single person who will be BDL's sole correspondent, both for sending instructions or documents, and payment of sums due to BDL. The invoices prepared by BDL will be sent to this individual for the total amount, and in the event of non-payment, each of the other co-owners will remain indefinitely, jointly and severally liable for payment in full of the sums due. In no case may BDL be asked to break down the sums due between each of the co-holders or to prepare individual invoices prorated to correspond to each of them.

### VIII TARIFFS AND SCALES

For certain types of services that are easily identifiable and/or repetitive, a price scale is established. In principle, this scale is revised on January 1st of each year. However, periodic revisions may occur at any time to factor in fee changes having occurred in the French and foreign Offices, as well as fee changes for foreign correspondents and exchange rates.

### IX QUOTATIONS

For any services not within the scope of subsection VIII above, a detailed quotation will be communicated to the client upon request.

### X PROVISIONS

For the performance of BDL's services, the CLIENT may be asked for prior payment of a provision. The performance of the services may only begin after payment of this provision, irrespective of the consequences for the client, in particular missed deadlines.

### XI PAYMENTS

Except in the event of explicitly derogatory specific terms agreed upon between the parties, all services must be paid upon receipt of the invoice.

### XII PAYMENT OF MAINTENANCE FEES

The orders to pay fees for maintenance in force must be given clearly and in writing. If advance payment is requested, these orders are only performed after payment in full is received. If payment in full does not arrive in due time, BDL is authorized to conclude that the CLIENT is renouncing the concerned protection.

### XIII POSSIBLE PENALTIES

If a payment has not been made either fifteen (15) days after issuance of the invoice, or before the last day of the month during which the invoice is issued, penalties will be taken for each month late. The penalty for an incomplete month will be assessed for the entire month. The penalty rate will be equal to three times the legal interest rate at the time of issuance of the invoice.

### XIV LIABILITY

1. In performing its mission, BDL is bound only by due care.
2. BDL does not accept liability for the use made by the CLIENT of the service.
3. In research issues, BDL cannot and does not guarantee the exhaustiveness of the results, and declines all liability regarding the consequences that may result therefrom for the CLIENT. This clause is determining.
4. Any action taken against BDL and relating to the performance of its mission may be taken within five (05) years after the last act performed in the case for which the action is initiated. It will be time-barred beyond then, in all of its causes and effects, for all facts relating to the concerned file, even when these facts or this file date back to, or were initiated or completed before these general terms of sale. In case of doubt, this file will be identified by its order number if such a number exists.
5. BDL's liability is limited to direct harm, to the exclusion of any indirect harm, in particular any loss of exploitation, which may have been suffered by the CLIENT as the result of BDL's failure to perform its missions. In any event, BDL's liability is limited to a total maximum amount of € 3,000,000 (three millions euros) per year and per CLIENT, including € 750,000 (seven hundred and fifty thousand euros) per year for United States and Canada, all possible types of damages considered, such total maximum amount including a maximum amount of € 1,500,000 (one-million-five-hundred-thousand euros) per claim, including € 750,000 (seven hundred and fifty thousand euros) per claim in the United States and Canada.

### XV CONSERVATION OF DOCUMENTS

All files and documents given to BDL for these matters will be kept for five (05) years as of the last act performed in the concerned matter. Beyond this, BDL is free to destroy them. This rule applies irrespective of the age of these files and documents, and even when they date back to before these GENERAL TERMS OF SALE.

### XVI PERSONAL DATA

1. For the purpose of providing the services, BDL processes data including personal data (hereafter, "DATA"), meaning any information concerning an identified or identifiable natural person.

With respect to DATA, the CLIENT undertakes to comply with applicable laws, and especially undertakes to inform and obtain from DATA subjects, in particular inventors, their consent to the collection, the use and the transfer of their DATA to third parties, in particular in the event of any transfer to a country situated outside of the European Union which is not deemed to have an adequate level of protection of DATA, for the performance of BDL's mission. The CLIENT shall be liable for and shall defend, indemnify, and hold harmless BDL from and against any and all loss, liability, damages, costs and all expenses (including legal advice) arising out of any claims, demands, actions or lawsuits, arising out of or in connection with the DATA. BDL undertakes to comply with data privacy applicable laws.

2. DATA is retained for the period necessary to fulfil the purposes outlined in these GENERAL TERMS OF SALE, meaning for the period necessary for the management of the commercial relationship between BDL and the CLIENT. At the end of the retention period, BDL will definitively erase the DATA still in its possession.

3. BDL acts as data processor of the CLIENT pursuant to the French law No. 78-17 of the January 6, 1978 on Information Technology, data files and civil liberties, implementing the provisions of EU Regulation No. 2016/679 of April 14, 2016, known as "GDPR" (hereafter "LAW ON IT AND LIBERTIES") and data privacy applicable laws. BDL will carry out the processing of DATA on behalf of CLIENT. BDL undertakes to have in place all security measures necessary to ensure the integrity and confidentiality of DATA, and in particular:

- BDL will have in place appropriate technical and organizational measures to avoid access, intrusion or fraudulent retention of unauthorized third parties in BDL systems;
- BDL will not make copy of the DATA except as necessary for the performance of the mission;
- BDL will not use the DATA for any purposes other than performing the mission;
- BDL will host DATA in the European Union;
- BDL will promptly inform the CLIENT of any event it is aware of that could constitute a risk to the security of the DATA.

4. The CLIENT acknowledges and agrees that BDL will be able to use and transfer the DATA to third parties for the purpose of performing its mission. Particularly, BDL may transfer the DATA to a country situated outside of the European Union which is not deemed to have an adequate level of protection of DATA. Such DATA transfer is based on the exceptions set forth in article 49 b and c of the General Data Protection Regulation No. 2016/679 of 27 April 2016.

5. In accordance with the LAW ON IT AND LIBERTIES, the CLIENT has the right to access, rectify, oppose and delete its DATA. The CLIENT has the right to define guidelines defining the way pursuant to which it intends to exercise its rights after his death. These rights can be exercised by sending a letter to BDL (158 rue de l'Université, 75007 Paris) or an email to [cl@bdl-ip.com](mailto:cl@bdl-ip.com).

6. The CLIENT has the right to lodge a complaint with the French supervisory authority ("Commission Nationale de l'Informatique et des Libertés" - [www.cnil.fr](http://www.cnil.fr)).

### XVII DISPUTES

1. Only French law is applicable.
2. Any dispute relative to our services, even in the event of multiple defendants, will, failing an amiable agreement, fall under the exclusive jurisdiction of the Paris Courts.