

General Terms and Conditions of Business of IPRIS AG

These general terms and conditions of business (hereinafter referred to as "General Terms of Business") apply to all services and work performed by IPRIS AG (hereinafter referred to "IPRIS") in relation to intellectual property rights (hereinafter referred to as "Services").

1. Application

The General Terms of Business shall form the basis of all Services performed by IPRIS. They apply to quotations made by IPRIS and for resulting orders of clients (hereinafter referred to as "Client(s)").

The quotations are the exclusive property of IPRIS. The Client may only use the quotation for its evaluation of the Services offered by IPRIS and is obliged to refrain from using it for any other purpose. The Client shall maintain confidentiality of the information contained therein as well as of the oral and written information received prior to the quotation as part of IPRIS's preparatory work in connection with the quotation.

The quotation shall be binding for a period of 30 days from the date of the quotation, unless a shorter or longer period is stated in the quotation. The quotation may be made orally or in writing. Orders to IPRIS must be issued in writing, unless otherwise agreed, and shall be confirmed in writing by IPRIS.

In these General Terms of Business the term "in writing" shall mean any form of communication between Client and IPRIS e.g. delivered personally, mailed by ordinary or registered mail or by courier service, or mailed electronically or sent by facsimile, or electronically through IPRIS' web based on-line system, as the case may be.

Different or additional provisions, including the general terms of purchase of the Client shall only apply to the extent agreed in writing between IPRIS and the Client.

No amendments or changes to the General Terms of Business shall be effective unless made in writing. If, for any reason, a provision of the General Terms of Business becomes invalid, the validity of the remaining provisions will not be affected.

2. Scope of Services

The scope of Services is determined exclusively in accordance with the written order confirmation of IPRIS. Amendments to orders shall be notified to IPRIS in writing but will not have any binding effect unless and to the extent agreed in writing by IPRIS. In such event, IPRIS reserves the right to review the commercial conditions and the terms of delivery.

3. Quality of Services and Information

IPRIS will perform the Services in a timely, professional and workmanlike manner. Except as otherwise explicitly specified in any order, IPRIS shall be entitled to perform the Services as it deems appropriate in its sole discretion. The results and reports generated by IPRIS in connection with the Services are intended for the use and interpretation by experts. All information, results and reports delivered by IPRIS are exclusively designated for the Client.

In connection with each order IPRIS shall keep the Client informed of the progress of the Services under the respective order, at the times and in the manner specified in the order. In case of material unusual occurrences, IPRIS will inform the Client as soon as practicable. If prompt notification is not possible and a delay might have adverse effects, IPRIS shall take action in the presumed best interest of the Client.

4. Obligations of the Client

The Client is responsible to provide IPRIS with all the necessary and up-to-dated information and data to carry out the Services. Said information and data must be clear, correct and complete. IPRIS shall have no obligation to verify the correctness, currentness, plausibility, consistency and unambiguity of the information and data.

IPRIS will proceed with the information and data received from the Client in accordance with the order and shall confirm the intended actions in the order confirmation. The Client shall check carefully the order confirmation with respect to the correctness of the actions planned and shall inform IPRIS immediately upon receipt thereof of any inconsistency with the order.

IPRIS shall not be liable for any damages which are the result of IPRIS' use of faulty or deficient information or data contained in the order confirmation of which IPRIS was not duly informed by the Client.

In the event the Client wishes IPRIS to integrate the data of the Client's intellectual property rights into IPRIS own web based electronic data system, the Client is obliged to provide the data in the format requested by IPRIS. IPRIS shall in any case not be liable for any damages as a result of the set up and operation of an interface to the Client's program for the administration of intellectual property rights.

5. Services subject to due dates and/or deadlines by law or of authorities

For certain Services IPRIS is responsible to meet due dates and/or deadlines set by law and/or competent authorities (hereinafter referred to as "Official Deadlines") as e.g. the payment of fees to authorities. The Official Deadlines may in principle not be delayed or extended except from case to case and subject to supplement charges and extra efforts.

Any orders by Clients for this type of Services are time critical and must be provided to IPRIS by the due dates and/or deadlines stipulated by IPRIS in the order taking into account the Official Deadlines. In the event of any delays by the Client, IPRIS will upon instructions of the Client use its best efforts to obtain any extensions of the Official Deadlines subject to the payment of supplement charges by the Client but shall not be liable in the event any such Official Deadlines irrevocably have been missed.

6. Prices

The prices for the Services shall be specified in the orders. In the event of no such specifications or in the event of standard Services, the prices contained in the current price lists shall apply. The prices are net and exclusive of VAT. An additional charge will be made for all expenses and disbursements incurred by IPRIS at the request of or by agreement with the Client or which are reasonably necessary to carry out the Services as specified in the orders.

Payments for Services shall be made within 30 days from the date of invoice unless otherwise specified in the order. On a case by case basis and unless otherwise specified in

the order, IPRIS can invoice for its Services advance payments for said Services. The payments shall be made in Swiss Francs or in a currency specified in the invoice and without any deductions whatsoever.

In the event the Services comprise the payment of fees to authorities, the payment of such fees will be invoiced in advance. The payment of fees to the respective authorities will be made by IPRIS directly or indirectly through its subcontractors.

IPRIS reserves the right to charge interest at the rate of 1% per month on all unpaid invoices. Interest will start to accrue on the date on which payment is due.

IPRIS may increase the prices for its Services at any time for any reason provided any such increases are made in writing and do not apply to orders received from the Clients based on quotations of IPRIS issued prior to said price increases. Exceptionally the price increases will apply to Services after the receipt of orders in the event the price increases are the result of short notice increases of fees payable to the authorities.

7. Subcontractors

The Client recognizes and agrees that IPRIS may or may be obliged to subcontract any or all of the Services unless otherwise explicitly specified in any order, subject to such subcontractors being bound by similar obligations of confidentiality and provided that such subcontractors' quality standards are comparable to those of IPRIS. IPRIS shall not be liable for the acts and omissions of any subcontractors selected in accordance with the General Terms of Business. In no event shall IPRIS be liable for the negligence of its subcontractors in the performance of their services under any order. All references to IPRIS are automatically extended to include such subcontractors as appropriate.

8. Terms of delivery / Completion of Services

The Services shall be provided by the date agreed or the deadlines agreed in the order, or if no such date or deadline has been agreed, within a reasonable period. If IPRIS is unable to keep an agreed date or deadline, the Client shall be entitled to cancel the order, but not to claim any damages. The delivery lead time shall begin when all necessary information and documents have been received by IPRIS from the Client. The delivery lead time shall be extended by an appropriate period if the Client subsequently changes the information and documents required to process the order and this causes a delay.

9. Storage and Archiving

The Client shall be responsible for storing and archiving the results and reports of the Services upon their delivery to the Client whereby IPRIS will also archive one copy thereof for reference purposes. Unless otherwise agreed in the order, IPRIS shall archive the working documents and raw data used to carry out the Services for a period of ten (10) years upon completion of the Services.

10. Transport

Unless otherwise agreed in the order, the transport and delivery of information and documents shall be at the risk and expense of the Client. This shall apply to the information to be provided by the Client to IPRIS for the performance of the Services and/or to the delivery by IPRIS of the results of the Services. The transport and delivery may be made by electronic mail, facsimile, post or courier. The costs are charged in addition to the price

contained in the order and are included in the invoice amount or are separately invoiced. IPRIS shall not be liable for missing documents or incorrect and late delivery of the documents due to the fault of the post or courier. IPRIS warrants due care in the selection of the post or courier.

11. Cancellation

An order may only be cancelled or terminated to the extent and in the manner provided for in such order or by IPRIS and the Client by mutual consent. If any order is cancelled or terminated, the Client shall pay IPRIS at its standard hourly or daily rates for the services carried out prior to such cancellation or termination, for any charges payable to authorities and for all other costs and expenses which may accrue to IPRIS as a result of such cancellation or termination.

12. Confidentiality

IPRIS and the Client acknowledge that in connection with the order or the performance of the Services hereunder, either party may receive from the other party certain information which is proprietary to the disclosing party and which the disclosing party desires to protect from public disclosure ("Confidential Information"). The term "Confidential Information" shall include any business information, trade secret, proprietary and confidential information and materials, whether written or oral, including without limitation, any applications for any patent, trademark, design right or copyright, any knowledge, formulation, technology, know-how, concept, proposal, methodology, analysis, confidential methods, procedures and techniques, invention, devices or products or other data and any information designated as "confidential" by either party.

It is agreed that the above obligation shall not apply to any "Confidential Information" which:

- can be shown by written evidence and competent proof to have been known to the receiving party prior to disclosure by the disclosing party;
- is in the public domain at the time of disclosure or after the disclosure enters into the public domain by publication or otherwise through no fault of the receiving party;
- subsequently becomes available to the receiving party from any legitimate source without obligation of confidentiality or non use or is disclosed to the receiving party by a third party having the lawful right to make such disclosures;
- is developed by the receiving party independently of the Confidential Information received from the disclosing party;
- is approved for release by written authorisation by the disclosing party.

IPRIS and the Client agree to retain in confidence, during a period of five (5) years after receipt of such Confidential Information, all Confidential Information disclosed to it by or on behalf of the other party, and without the written consent of the disclosing party, not to use any Confidential Information for any purpose other than the purposes set forth in the General Terms of Business and/or orders.

The receiving party shall obtain no right of any kind in the Confidential Information other than the right to use it as specified above and the Confidential Information shall be and remain the property of the disclosing party. Except as authorised by the disclosing party in writing the receiving party shall not make, keep or take any note or copy of documents, papers or data submitted to it by the disclosing party, nor make, keep or take any extracts therefrom. If so requested by the disclosing party in writing, the receiving party shall return or destroy the Confidential Information. However, one

archival copy may be retained by the receiving party to determine its obligations hereunder.

13. Liability

IPRIS shall be responsible that the services are carried out with due care and in a professional, workmanlike manner. IPRIS does not guarantee the completeness of the information and data used for its Services. IPRIS will supply to the Client only published information. The Client is aware that the databases which may be used by IPRIS for the performance of the Services do not contain all existing information and that the recorded data may be deficient.

The Client undertakes to notify any complaint with respect to any apparent deficiencies in the Services to IPRIS in writing within 14 days of the receipt of the Services by the Client. In the event of latent deficiencies, the Client shall notify IPRIS as soon as such deficiencies are discovered. IPRIS shall have the right and obligation to remedy any deficiency - provided it is possible and cost effective feasible - within a reasonable period. If it fails to do so on time or to an acceptable standard, the Client's sole remedy shall be a reduction in the price.

IPRIS excludes any liability for damage caused by work performed by or under the responsibility of any of the trade mark attorneys, patent attorneys or lawyers of IPRIS, or damage relating to such work that may be attributed to IPRIS in any way, unless the client demonstrates that the damage it has suffered has been caused by gross negligence or intention of IPRIS.

In all other cases IPRIS's liability for damages caused by medium or simple negligence shall be limited to the amount the client has paid to IPRIS for the order concerned.

Neither IPRIS nor the Client shall be liable for any special, indirect, incidental or consequential damages including loss of use, lost profit or lost production. Additionally, neither IPRIS nor the Client shall be liable to the other or to any person for damages of a punitive nature.

Except for the warranties set forth in article 13. first subparagraph above, IPRIS makes no other warranties, either express or implied, with respect to the Services performed by IPRIS or any subcontractors in connection with the General Terms of Business and/or any orders. Any and all warranties including without limitation warranties of merchantability or fitness for any particular purpose, are expressly excluded and disclaimed. With respect to orders no suit or other proceeding may be brought for an alleged breach of warranty of IPRIS set forth herein more than twelve months after completion of the Services.

14. Force Majeure

In the event of Force Majeure, IPRIS shall notify the Client immediately, indicating the circumstances. "Force Majeure" is defined as strike, fire, industrial dispute, civil commotion, acts of war or terrorism, natural disaster and any situation which can be shown to have materially affected IPRIS' ability to undertake and complete the Services as agreed in the orders. Force Majeure shall entitle both IPRIS and the Client to withdraw from an order for Services but in any event, the Client undertakes to pay IPRIS for the Services already completed. IPRIS will assist the Client to the best of its ability to place orders for Services elsewhere. IPRIS cannot accept any liability for the consequences of any delay in completion of delivery of the Services as a result of Force Majeure.

15. Miscellaneous

These General Terms of Business and orders contain the entire agreement between the parties. No amendments or changes to these General Terms of Business shall be effective unless made in writing and specifically agreed by IPRIS. If, for any reason, a provision of these General Terms of Business becomes invalid, the remaining provisions will not be affected.

16. Governing Law and Jurisdiction

The General Terms of Business and the orders shall be governed by substantive Swiss law without giving effect to the principles of conflict of laws thereof. The United Nations Convention for the International Sale of Goods (1980) shall not apply.

Any dispute, controversy or claim arising out of or relating to these General Terms of Business or any order including but not limited to the execution, performance or termination thereof which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the ordinary courts of Basel-Stadt, Switzerland.