

GENERAL TERMS AND CONDITIONS OF TRADEMARKHOST
Version 2011.02, valid as from 19 August 2011

1. GENERAL PROVISIONS

- 1.1. Trademarkhost is a tradename of Hortis Holland BV in the Netherlands with Netherlands Chamber of Commerce no. 28075812, and Netherlands VAT no. 810765640B01.
- 1.2. Unless expressly agreed upon in writing otherwise, these general terms and conditions shall apply to all our offers, activities we carry out for the purpose of clients, activities we carry out for clients, services we provide to our clients, all the above in the broadest sense, hereinafter referred to as: 'services'.
- 1.3. Any general terms and conditions of clients shall expressly not apply to our services, except after our explicit prior written confirmation thereof on a case-by-case basis.
- 1.4. Terms and conditions that deviate from our general terms and conditions shall exclusively apply to a service to be provided by us, in the event of our explicit prior written confirmation thereof on a case-by-case basis.
- 1.5. Insofar as we provide services or develop activities that are not expressly stated in these general terms and conditions, these general terms and conditions shall also apply to those activities and services.
- 1.6. In the event of a difference of opinion on the interpretation of these general terms and conditions only the Dutch text thereof shall be decisive.
- 1.7. Upon the start of the agreement, the Principal, subject to the provisions of article 9, agrees that we deploy third parties for the purpose of the execution of the order.
- 1.8. The Principal shall always immediately notify us in writing on any changes in address.
- 1.9. We are entitled at all times to demand an advance payment from the Principal at the start of a new order.

2. OFFERS

- 2.1. The offers made by us in any form, and also our publications and our printed matter are completely free of obligation.
- 2.2. Oral commitments shall not bind us, unless they have been expressly confirmed by us in writing.
- 2.3. The prices stated in our offers are exclusive of taxes and levies, unless the contrary is expressly stated on a case by case basis.
- 2.4. The offer is based on the data furnished by the Principal.
- 2.5. Each offer is valid up to fourteen days after the offer date as appears on the offer, whereupon the offer shall automatically lapse.

3. FORMATION OF THE AGREEMENT

- 3.1. An agreement shall only be deemed effective through our written confirmation. Any additional agreements entered into or amendments made shall be valid only if they were confirmed by us in writing and the Principal has not raised objections against them in writing within five working days.
- 3.2. The date of formation of the agreement shall be the date of dispatch of our order confirmation.
- 3.3. In the absence of a written conformation the agreement shall be deemed effective under the offer conditions, if and as soon as the execution of the activities specified in the offer, including the possible preparatory and preliminary measures, has been commenced.
- 3.4. If, after the start of the execution, it cannot be demonstrated what price has been agreed upon for the services, or is deemed applicable by reason of the provisions in the previous article, the price we are or were accustomed to charge for similar services and by using the same means at the formation of the agreement shall be the binding price.

4. REGISTRATION OF INTELLECTUAL PROPERTY

- 4.1. For the purpose of the registration of intellectual property, we carry out the following activities:
 - the preparation, completion and filing of the registration forms;
 - the furnishing of information to the Principal during the registration procedure;
 - the communication with the competent bodies, with local agents and with the Principal;
 - the conducting of meetings (by phone) with the Principal, the communication with the Principal and the performance of all current file-related acts;
 - the incorporation of rights thus acquired in one's own administrative monitoring system, or an administrative monitoring system of third parties.
- 4.2. All activities relating to intellectual property items that have not been specified in article 4.1. are charged as consultancy services.

- 4.3. On starting up any new registration of an intellectual property into a register designated for that purpose it is our duty to draw up the documents needed and file these documents to the competent authorities. The Principal itself is always responsible for the timely and proper supply of all information and documents needed for the purpose of the registration.
- 4.4. Our activities concerning the registration of an intellectual property are invoiced by us upon the commencement of the activities in conformity with our price list.
- 4.5. Our activities concerning the registration of intellectual property are commenced without delay upon receiving full payment of our relevant sales invoices.
- 4.6. In particular we are never bound to perform acts in advance at our own initiative with regard to establishing whether an intellectual property is eligible for registration or protection.
- 4.7. In the event that a term is set for filing documents or data, or for any action whatsoever, we will duly take the action necessary to the best of our ability. In all cases the Principal is responsible at our first request to supply to us the information or documents which are necessary or needed without delay.
- 4.8. In the absence of instructions of the Principal in due course we are always entitled but never obliged to act according to our own views, such for the account and risk and at the expense of the Principal.
- 4.9. In the event of renewal of a registration of an intellectual property item, or other acts necessary to maintain a registration obtained of an intellectual property item, we will seek to remind the Principal of the applicable deadlines and terms.
- 4.10. Any liability in connection with the provisions of Section 4 of the Paris Convention (so-called Convention priority) is expressly excluded by us.

5. SEARCHES OF INTELLECTUAL PROPERTY RIGHTS REGISTERS

- 5.1. On orders to conduct searches no completeness can be guaranteed, nor can any guarantee be provided regarding the results of such searches.
- 5.2. Any advice concerning the ability to protect and/or register an intellectual property item is given free of obligation.
- 5.3. The decision to register or protect or exploit an intellectual property item, and any other decisions further to an inquiry, are taken by the Principal itself, such for the account and risk of the Principal.
- 5.4. In the event of an order for search our duty is limited to searching intellectual property items that have been entered into the relevant public registers and that have been made public by the relevant bodies, unless the contrary has been expressly agreed upon with us in writing on a case by case basis.
- 5.5. Registrations of intellectual property not yet made public or applications for intellectual property rights are included in the inquiries only to the extent that they can be consulted.
- 5.6. Never shall it be our duty in the context of inquiries to examine other registers than those we were instructed to search.
- 5.7. Our activities for the purpose of an inquiry shall be invoiced by us upon the commencement of the activities in conformity with our price list.
- 5.8. Our activities for the purpose of a search are commenced without delay upon receiving full payment of our relevant sales invoices.

6. SUBSCRIPTIONS RELATING TO WATCHING SERVICES OF INTELLECTUAL PROPERTY

- 6.1. Subscriptions relating to watching services of intellectual property for the Principal are effective for a period of one contractual year, whereupon the subscription shall be renewed automatically by periods of one contractual year, unless the Principal has stated no later than three months prior to the lapse of the current contractual year, via registered letter that he does not wish to renew the subscription concerned for the next contractual year.
- 6.2. A subscription for the purpose of watching an intellectual property item is offered by us for each intellectual property item and shall take effect only after the Principal has accepted the offer.
- 6.3. As soon as a subscription as referred to in article 6.1 or 6.2. expires, the Principal itself shall promptly be fully responsible for the watching activities of the intellectual property rights concerned.
- 6.4. Our activities relating to the watching of intellectual property are invoiced by us each contractual year in advance, at the renewal date of the subscription concerned, in conformity with our price list.

7. LEGAL ADVICE

- 7.1. For the purpose of legal advice all activities carried out by our employees shall be charged to the commissionee in accordance with the prevailing rates as specified in our price list.
- 8. EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS OF PRINCIPAL**
- 8.1. For the purpose of the exploitation of intellectual property of the Principal we carry out all activities pursuant to a commission contract to be signed separately, wherein all our duties, responsibilities and prices have been specified.
- 9. PRICE LIST**
- 9.1. We shall enclose our price list to each offer as far as possible. On acceptance of an offer the Principal also agrees to all rates stated in the price list prevailing at that time.
- 9.2. The hourly fees of to be deployed third parties for the purpose of the execution of the order, such as lawyers, accountants, patent attorneys and trademark attorneys as mentioned in our price list, are based on the actual hourly fee of such to be deployed third party as charged to us, raised with an additional hourly fee of maximally euro 40,00 exclusive of VAT, which additional hourly fee serves as compensation of our, monitoring and control tasks in the matter, our debt collection risks as well as overall administrative costs that our office incurs. Upon first request thereto from the Principal, the actual hourly fees that the deployed third parties have charged us for a respective order shall be specified to the Principal.
- 9.3. The rates in our price list are adjusted from time to time. In the event of a change in our price list we will inform the client on the amended price list in writing. The Principal is deemed to have agreed to an amended price in our price list, if he has not protested against this in writing within five working days after the date of dispatch of the amended price list.
- 9.4. Unless specifically mentioned on our price list, no expenses and/or costs of third parties are included therein.
- 9.5. Unless the contrary has been expressly agreed upon, apart from the fees as mentioned in our price list, the following costs are due:
- the actual travel and accommodation costs incurred by our employee(s) for the purpose of the order;
 - the costs payable to third parties, necessarily incurred for the purpose of the execution of the order, particularly the costs of foreign agents, attorneys, official bodies in the context of the registration of intellectual property, translation agencies, and other bodies providing services.
- 10. FORCE MAJEURE**
- 10.1. Force majeure is taken to mean all circumstances in consequence whereof according to standards of reasonableness and fairness, fulfilment of an order or part thereof cannot be demanded. Force majeure is taken to mean at any rate absence due to illness as well as natural disasters, wars, riots, disturbances and industrial actions including postal strikes.
- 10.2. If a case of force majeure occurs, we are entitled, without intervention of the court, to suspend the execution of the order as long as the situation of force majeure continues or to consider the agreement dissolved in full or in part, without any compensation or penalty being payable, albeit that dissolution cannot be effected with retroactive effect.
- 10.3. We are always entitled to demand payment of the activities that have been carried out in the execution of the relevant order before the situation that caused the force majeure has become manifest.
- 11. PAYMENT**
- 11.1. All costs falling on the payment, including costs of exchange and bank charges, are for the account of the Principal.
- 11.2. Cheques are not accepted as means of payment.
- 11.3. If no full payment has been effected within 14 days after the date of invoice, the Principal is deemed to be in default by operation of law and we are entitled without any notice of default to charge to the Principal one percent interest in respect of the unpaid part of the invoiced amount, for each period of 30 days or part thereof, that payment of the amounts due pursuant to this article has not been made after the lapse of the period of 14 days mentioned.
- 11.4. Deviating instalments can be agreed upon in writing, but in the event that these instalments are exceeded the provisions in the previous article shall take effect automatically, without any additional statement being required for this purpose.
- 11.5. The payment of our invoiced amounts shall always be effected without discount or setoff or settlement.

- 11.6. Payments are to be made in euros.
- 11.7. Complaints do not confer to the Principal the right to refuse, postpone or setoff payment.
- 11.8. If in case of a failure to effect payment in a timely manner we transfer our claims to third parties for collection purposes, the costs connected thereto shall be charged in full to the Principal. At our option we can charge the Principal for the actual costs that are charged to us, or for an amount equivalent to 15 percent, calculated on the amount due, consisting, *inter alia*, of principal sum and default interest, such with a minimum of euro 150,00 (one hundred and fifty euros) and increased by VAT.
- 11.9. We reserve the right, in view of both activities already carried out and activities yet to be carried out, to demand security at all times for timely payment.
- 11.10. We are entitled- if there is reason to do so in our opinion – to suspend and/or not carry out all activities ordered/agreed upon as long as no sufficient security has been provided for payment by the Principal.
- 11.11. We are expressly entitled to set-off our unpaid invoices against amounts we have collected on behalf of the Principal and sales invoices of the Principal.

12. TITLE AND USE OF DOCUMENTS

- 12.1. We are exclusively entitled to all rights and/or claims on copyrights pertaining to documents drawn up by us. The Principal is responsible for documents drawn up by us not being copied or reproduced and/or furnished or allowed for inspection to third parties, without our prior written permission.
- 12.2. Notwithstanding the provisions above we are entitled to retain everything we have been given by the Principal for the purpose of the agreement concluded with the Principal until we have been paid in full.

13. LIABILITY

- 13.1. We exclude any and all liabilities with regard to our activities, except of arising from intent or gross negligence. On any notice of liability by the Principal towards us, the burden of proof shall rest with the Principal and the Principal shall accept this burden of proof.
- 13.2. Notwithstanding the provisions in article 13.1 the overall damage to be compensated by us pursuant to liability regarding an order/agreement shall in all cases be limited to a maximum of ten percent of the fee payable to us by the Principal for the purpose of the order/agreement in the calendar year in which the damage was caused.
- 13.3. We shall not be liable in respect of defaults of persons in our service, and in respect of natural or legal entities whose services we use for the purpose of the execution of an order/agreement. Should we nonetheless be liable for damage arising from acts or omissions of such third parties deployed by us, such liability shall be limited to the scope of the obligations falling upon those third parties, arising from contractual or statutory provisions or by virtue of a legal decision.
- 13.4. We shall not be liable in respect of damage caused by the omissions or acts of the Principal contrary to measures directly or indirectly connected with our order/agreement, particularly the furnishing of incorrect and/or incomplete data by the Principal and/or the lack of sufficient cooperation of the Principal.
- 13.5. Liability for consequential loss and/or loss of profits is excluded at all times. Consequential loss is taken to mean at any rate damage arising from the adjustment of printed matter, Internet sites, loss of reputation, costs of inquiries, and registration of intellectual property.
- 13.6. We are entitled to limit or undo the damage at our own expense.
- 13.7. We only accept liability for a violation of legal regulations or an infringement on the rights of third parties if the Principal has expressly pointed out the existence of such regulations or rights to us.
- 13.8. The Principal indemnifies us against any claims instituted by third parties against us.
- 13.9. If the Principal transfers the risks connected to any order/agreement through insurance to another party, he shall indemnify us against the application of any right of redress on the part of the insurance company.
- 13.10. Any liability shall lapse if the Principal has not notified us on this matter, within five working days after any shortcoming as described in article 13.1. was found, by registered letter return with signature.

14. CLAIMS

- 14.1. Any claims shall be lodged in writing within five working days after the services have been provided. The other party that has not duly examined the soundness of the services provided

within five working days upon receipt thereof, shall be deemed to have agreed to the delivery or service.

- 14.2. If a claim is deemed well-founded by us, we may remedy the shortcoming to which the claim pertains at our option or reimburse to the other party, save for any other right of the other party to compensation.
- 14.3. A claim shall not suspend the obligation to pay.

15. **DISSOLUTION**

- 15.1. If the Principal fails to meet any obligation imposed upon him by the order/agreement, or fails to do so in a proper or timely manner, and also in the event of a cessation of activities, liquidation, moratorium of payments and/or bankruptcy of his company, the Principal shall be deemed to be in default by operation of law and we are entitled to cancel the order or terminate the agreement in full or in part without warning, notice of default or judicial intervention, and to demand payment from the Principal for the activities already carried out, and of the costs incurred, caused by any default on the part of the Principal.
- 15.2. In that case the Principal shall indemnify us completely, which damage shall also include the profit lost by us.
- 15.3. The provisions in article 15.1 and 15.2 shall not impair our right to suspend the execution of the order/agreement and promptly demand payment in full of all sums the Principal owes or would owe by reason of the order/agreement.
- 15.4. If the Principal is a natural person, the order shall not be cancelled by the death of the Principal. The rights and obligations of the Principal shall be transferred to his legal successor.

16. **CONFIDENTIALITY**

- 16.1. Parties shall observe confidentiality in respect of any confidential information that comes to their attention regarding the other party by reason of any order or agreement. Without prior written notice of the other party, parties shall not proceed to disclose, publish or otherwise distribute confidential information of the other party, or permit the disclosure, publication or distribution thereof.
- 16.2. The duty to observe secrecy shall apply only if and to the extent that the relevant information is not public or has become accessible by the public.
- 16.3. The duty to observe secrecy shall not apply insofar as it is contrary to our obligations arising from the law or from a legal decision.

17. **CHOICE OF LAW AND CHOICE OF FORUM**

- 17.1. All offers, orders/agreements, obligations by whatever name, and the execution thereof, are subject to the law of the Netherlands.
- 17.2. in the event that disputes arise, the court designated in accordance with the rules of absolute jurisdiction of the district of The Hague shall be competent, unless we prefer to use the ordinary rules of jurisdiction as a starting point.