



## Business Terms

PLOUGMANN VINGTOFT®



### 1. General Terms

- 1.1 Plougmann Vingtoft A/S is a firm of intellectual property attorneys with its main office in Gentofte, Denmark, and branch offices in several European countries. Our employees work across offices and countries and from any of our offices as and when required.
- 1.2. We offer a variety of consultancy and administrative services within the field of Intellectual Property Rights. Our IP attorneys and IP coordinators are qualified to give advice within their respective areas of this field and authorized to represent our clients before the national Patent and Trademark Offices in Denmark and Norway and as qualified European Patent Attorneys before the European Patent Office (EPO) and as Design and Trademark Attorneys before the European Union Intellectual Property Office (EUIPO).
- 1.3. Our IP attorneys are, where applicable, members of inter alia the Institute of Professional Representatives before the European Patent Office (epi), the Association of Danish Intellectual Property Attorneys (ADIPA), the Association of Norwegian Intellectual Property Attorneys (NPF) and Plougmann Vingtoft as a firm are members of the Fédération Internationale des Conseils en Propriété Industrielle (FICPI).
- 1.4. Our specially branded commercialization team tto is an integrated part of Plougmann Vingtoft. tto serves as a business unit specialized in value generation from new technologies and Intellectual Property Rights and assists clients facing challenges in transitioning from development to commercialization.
- 1.5. We treat all information received from you confidentially, and our employees are bound by secrecy obligations, also upon termination of their employment.
- 1.6. In terms of international trade, we follow the guidelines of the "Ministry of Foreign Affairs of Denmark".

### 2. Cooperating with Plougmann Vingtoft

- 2.1. It is our policy to send a short written confirmation of the acceptance of the services to be performed, including the scope of the work, the delivery time and our best estimate of the costs. The estimated costs may change if the scope of the work and/or the requested services is redefined.

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- 2.2. As our client, we expect you to give us all information which is relevant and necessary for the performance of our services to you. We have no formal requirements as to how you provide the information to us, this may be done in writing or verbally, for instance during a meeting where the scope of the services is discussed.
- 2.3. The only exception to paragraph 2.2 is when you instruct us to close a case, i.e. by abandoning an application or allowing it to lapse. In such cases, we always require written instructions from you. A written confirmation from us to you acknowledging your verbal instruction to this effect can also serve as a written instruction.
- 2.4. We will monitor any time limits in your portfolio handled by us, given by regional and national authorities, and, if relevant, we will in due course apply for extensions of time limits, if possible.
- 2.5. Please note that we will often need your assistance to observe a time limit: you must therefore provide us with all relevant information in due time. Consequently, if we do not receive your instructions and/or relevant information in time to enable us to meet the time limit, we cannot accept liability for any resulting loss of rights.
- 2.6. In most states worldwide, when representing you before the national authorities we work through local attorneys. We strive to cooperate only with hand-picked and well-reputed colleagues. Our cooperation with the local attorneys on your behalf is always built on good faith, but we do not accept liability for any failure on their behalf.

### **3. Ethical standards**

- 3.1. We are conscious about sustaining high ethical standards in all aspects of our services and strive to observe all rules and regulations that govern the code of conduct and discipline of intellectual property advisors, including the directions and regulations of the associations mentioned in paragraph 2.4 above.
- 3.2. To retain our independency as advisors, our employment policy incorporates prohibition against insider trading and restrictions against financial engagements with clients or suppliers. Likewise, our attorneys are restricted from being involved within the field of intellectual property rights outside their capacity as employees of Plougmann Vingtoft.
- 3.3. Before entering into a cooperation with you and before accepting new cases from you, we always conduct a check for possible conflicts of interest, and we continually seek to have attention on any matter that could have a negative effect on our competence to act on your behalf. Due to the nature of patent validations, patent renewals and trademark renewals, this does not apply to such cases.
- 3.4. You are obligated to keep us informed of any potential conflict of interest that may arise and which come to your attention.

#### **4. Charges and terms of payment**

- 4.1. All our services are chargeable. We accommodate tailored pricing models, but unless otherwise agreed, we charge you on an hourly basis at standard rates. All out-of-pocket expenses, e.g. official fees and invoices from other local attorneys and administrative fees will also be invoiced directly to you.
- 4.2. Our invoices for ongoing services will be sent on a regular basis and at least on a monthly basis, or when we have completed significant tasks.
- 4.3. All fees and expenses are exclusive value added tax (VAT), which will be charged where appropriate according to applicable law.
- 4.4. You will have to settle our invoices within 14 days from the date of the invoice. If you fail to do so, default interest according to applicable law will accrue, unless otherwise agreed.
- 4.5. If you do not settle our invoices duly and you fail to enter into an agreement with us concerning payment, we reserve the rights to defer providing additional services to you or to discontinue our services to you.
- 4.6. Upon your request we may address an invoice to another entity than you, provided that it does not violate any laws and that we have received written acceptance from the new invoice recipient. However, a change of invoice address does not constitute a change in the legal relationship and obligations between you and us.
- 4.7. In certain cases, we may request a down payment before we perform the services in question. This always applies if the services in question require heavy out-of-pocket expenses.
- 4.8. Plougmann Vingtoft is not governed by the Danish Money Laundering Act in regards to information and identification, however we are governed by the claim regarding cash payment, consequently we do not accept cash payment at all.

## **5. Termination of Cooperation**

- 5.1. In case of an unforeseen or likely conflict of interest or conflict of cases, we maintain the right to terminate our services to you within due notice and in writing.
- 5.2. You may terminate our engagement at any time by instructing us in writing to cease acting for you. Upon request, we transfer cases to other associates or third parties upon settlement of all outstanding payments with you.
- 5.3. If the cooperation between us is terminated, it is our policy to send you all official files of your cases. We do not retain any official copies. The rest of the correspondence of our files will be destroyed 5 years from the closing of the file.

## **6. Liability, Insurance and Limitation of Liability**

- 6.1. The general Danish or Norwegian law of damages shall be applicable, provided always that we shall not be liable for business interruption, loss of profits or other indirect losses suffered by you.
- 6.2. We have an insurance covering any professional liability in damages in connection with the handling of your cases.

## **7. Amendments**

- 7.1. Our business terms are subject to changes from time to time. The latest and valid version will always be available at our website [www.pv.eu](http://www.pv.eu).
- 7.2. These business terms cover all our work carried out on behalf of or at the request of our clients. Deviations may only occur in individually signed cooperation agreements, signed bindingly on behalf of both the client in question and us.
- 7.3. In case of a conflict between the business terms and a signed cooperation agreement between you and us, the signed cooperation agreement shall prevail.

## **8. Governing Law and Venue**

- 8.1. Any interpretation of these Business Terms shall be construed in accordance with the general principles of Danish law unless the client has its registered office and headquarter in Norway whereas the Business Terms shall be construed in accordance with the general principles of Norwegian law.
- 8.2. If the Parties do not succeed in solving a dispute amicably, the dispute shall be settled by a Danish court of law and where possible with the City Court of Copenhagen as legal venue.

If the client has its registered office and headquarter in Norway, the dispute shall be settled by Norwegian law, with the District Court of Oslo as legal venue.

If you have questions to any of the Business Terms, please contact us.

We look forward to cooperating with you.

Plougmann Vingtoft A/S  
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