



Terms of Business (v. 2020:01)

These Terms of Business apply to all assignments accepted by Megra IPR AB (Org. No. 559231-9296), unless otherwise explicitly agreed in writing, and form an integral part of the agreement between Megra IPR AB and the Client.

These Terms of Business are written in English but translation into Swedish may be available upon request by the Client. In case of any conflict, the English version shall prevail.

1. The Assignment

Megra IPR AB shall with due care safeguard the client's interest and shall carry out assignments received in a professional manner and in accordance with good professional ethics.

Advice provided is based on the information and instructions provided by the Client for the individual Assignment, and this information cannot be used in other situations. The Client is therefore expected to provide any information and instruction needed for performing the Assignment.

Megra IPR AB's obligation to take measures after the registration of an intellectual property right has been granted is limited to forwarding communications received in connection with this registration. Megra IPR AB is entitled to compensation for its services and expenses in conjunction therewith.

Megra IPR AB is entitled to destroy any material on file relating to the Assignment three (3) months after completion of an assignment, unless explicitly agreed otherwise in writing.

2. The Client

Unless explicitly agreed in writing in advance, Megra IPR AB considers the person (individual, firm or company) providing the instructions relating to an Assignment to be the Client and to be responsible for payment of our fees and disbursements incurred in performing the Assignment.

It is important that Megra IPR AB is able to correctly identify the Client at all times. The Client is therefore expected to immediately inform Megra IPR AB of any change in the identity of the Client, as well as any change of address, contact person(s) etc.

The Client is responsible, to the extent required by the Assignment, for ensuring that the Client is entitled to control the object of the Assignment (e.g. invention, design, trademark, etc.) including all supporting documents provided to Megra IPR AB, such as drawings and other documentation.

The Client shall provide Megra IPR AB with the necessary powers of attorney.

3. Conflict of interest

Megra IPR AB may be prevented from undertaking or completing an Assignment if there is a conflict of interest. Before finally accepting the Assignment, Megra IPR AB will take appropriate measures to ensure that, to the best of our knowledge, there is no conflict of interest. It is therefore important that the Client provides Megra IPR AB with any information that could be relevant for the assessment of the risk of any conflict of interest before entrusting Megra IPR AB with the Assignment.

Should a conflict of interest arise during the performance of the Assignment, Megra IPR AB should inform the client thereof immediately.



Megra IPR AB is under no obligation to disclose the nature of any potential conflict of interest.

4. Confidentiality

Megra IPR AB shall keep information received from the client confidential to the extent that professional diligence so requires.

When engaging or cooperating with a third party as a result of the Assignment, Megra IPR AB is entitled to disclose to such party information that Megra IPR AB considers relevant for the performance of the Assignment.

If Megra IPR AB withdraws from the Assignment, Megra IPR AB is entitled to notify a successor of the reason for the withdrawal and also provide the information required to perform the Assignment.

If Megra IPR AB is under obligation by law to disclose confidential information received from the Client, Megra IPR AB may comply with this obligation. Megra IPR AB should however in such a case give prior notice to the Client, to the extent possible.

5. Personal Data Regulations

The Client is responsible for its own personal data.

The Client hereby declares that it is aware of and that it approves that its name, address, telephone number, fax number, email and other relevant personal data be collected, processed and stored by Megra IPR AB by means of electronic data processing, on electronic or other media, online or manually according to the relevant and current Personal Data regulations, such as the General Data Protection Regulation (EU) 2016/697 (GDPR).

The purpose of the processing and storing of the above mentioned personal data is to be able to take due care and perform the rights and obligations according to a contract between the Client and Megra IPR AB (including the contract relating to the Assignment), to comply with legal obligations, as well as to enable Megra IPR AB to conduct processing which is necessary in order to safeguard legitimate interests of the Client or of Megra IPR AB. This implies that Megra IPR AB may use the personal data of the Client to facilitate the provisions the professional services of Megra IPR AB, including client services, conflict checks, billing and marketing.

If required by law, Megra IPR AB may need to disclose personal data to authorities or as otherwise required by law or court order.

6. Sub-contractors

Megra IPR AB is entitled to engage one or more third parties to execute the Assignment or parts thereof, subject to the same level of confidentiality that applies to Megra IPR AB. Selection of any third party to be engaged shall be made with due care. The Client is entitled to select such a third party, if the Client so desires.

The Client accepts that engaged third parties are not a part of Megra IPR AB, and that Megra IPR AB is not responsible for negligence or work performed by an engaged third party. Megra IPR AB shall inform the Client of any mistakes or any negligence on the part of the third party engaged and of which Megra IPR AB becomes aware.



If Megra IPR AB, in its own name, engages a third party to perform the Assignment or parts thereof, Megra IPR AB shall take such measures as are necessary to enable the Client to make claims directly against the third party engaged (i.e. by assignment of claims).

7. Time limits

Both Megra IPR AB and the Client shall monitor official time limits of which they have been informed. If a time limit is to be observed in the Assignment, the Client shall provide all relevant information and clear instructions in a timely manner so that the work can be carried out with due care. If this is not done, Megra IPR AB should, for a reasonable fee and compensation for disbursements, apply for an extension of the time limit where possible and unless circumstances suggest otherwise.

8. Information and communication

Megra IPR AB shall keep the Client informed about the handling of the Assignment. Close cooperation and timely feedback from the Client represent a precondition for enabling the Assignment to be performed in the best possible way. The Client is responsible for Megra IPR AB receiving the information required to enable Megra IPR AB to perform the Assignment. If the Assignment relates to preparing and/or filing an application for Intellectual Property Rights, the Client is responsible for informing Megra IPR AB of the scope of the Assignment, previous matters of a similar nature and previously filed applications and publications that relate to the same or a similar subject field.

The Client is responsible for checking the accuracy of the documents prepared by Megra IPR AB that have been submitted to the Client for consideration and comments. Megra IPR AB is entitled to assume that the Client fully accepts the content of such documents unless the Client states otherwise without delay.

The Parties may communicate via electronic transfer in those cases where this is considered to be appropriate. If the Client sends important information via electronic transfer, the Client should follow up this to ensure that the communication has reached Megra IPR AB. Megra IPR AB is not responsible for any damage of information that may be caused by communication via electronic transfer.

If the Client fails to timely provide Megra IPR AB with requested instructions, including information or material, and/or requested advance payment, in order to be able to meet a due date relating to the Assignment, Megra IPR AB may choose not to meet the due date and disclaim liability for any direct or indirect loss resulting from not doing so.

9. Intellectual Property Rights

Any material on file prepared by or in the possession of Megra IPR AB relating to an Assignment shall be the property of Megra IPR AB. Copyright to drawings, text or other word, including computer programs created by Megra IPR AB or its sub-contractors shall belong to Megra IPR AB.

10. Fees and expenses

The fees of Megra IPR AB are in general hourly based. For certain administrative tasks, a basic or flat fee may be applied. Megra IPR AB charges a flat fee for payment of official fees in case Megra IPR AB directly pays the official fee. For other disbursements, Megra IPR AB charges a fee based on a



percentage of the amount of the disbursement intended to cover administration, currency fluctuations and financial risks.

All actions and attention in performing the Assignment are chargeable to the Client, including e.g. any correspondence or telephone conversation, meetings, monitoring of due dates, receiving and reporting communications from authorities or foreign agents, and reminders to the Client.

If the fee has not been agreed in advance, Megra IPR AB is entitled to charge what Megra IPR AB normally charges for assignments of a similar nature.

Megra IPR AB is entitled to request advance payment for performing the Assignment. In addition to the fee, Megra IPR AB is entitled within the framework of the Assignment to compensation for travel costs and other expenses.

An estimation of the fees and disbursements associated with performing the Assignment may be requested by the Client. If, during the performance of the Assignment, the scope of the Assignment is changed or the total cost is expected to exceed the most recent estimate, Megra IPR AB will as soon as possible inform the Client thereof and provide a revised estimate.

11. Invoicing, Terms of payment and Interest for delay

Megra IPR AB will invoice monthly, unless expressly agreed otherwise in advance with the Client.

The term for payment is thirty (30) days. A shorter term for payment may be set in case of Megra IPR AB requesting advance payment for performing the Assignment.

Interest for delay shall be charged under Section 6 of the Swedish Interest Act (1975:635) in the case of late payment.

12. Premature termination of the Assignment

Megra IPR AB is entitled to resign from the Assignment if the Assignment is significantly changed or extended in respect of its content or scope. Megra IPR AB is also entitled to resign from the Assignment if the Client makes a request to the effect that Megra IPR AB should act in a way that is not in compliance with professional diligence. Megra IPR AB is then under no obligation to forward communications in the matter, study them or respond to them. The same applies if the Client has given instructions to the effect that the Assignment should be terminated or removed from the register of Megra IPR AB.

Megra IPR AB may withdraw from the Assignment in the event the Client makes a suspension of payments or refuse to pay, while taking due notice of the risk of a possible loss of rights.

13. Complaints and claims

In case the Client considers that Megra IPR AB has neglected its obligations, the Client shall notify Megra IPR AB of this in writing within a reasonable period of time after having observed or after the Client ought to have observed the negligence (complaint). Unless otherwise explicitly agreed between the parties, the right of the Client to make a valid claim against Megra IPR AB for a complaint will lapse unless a complaint is made in the manner referred to above and the Client has not commenced legal proceedings as referred to below no later than within one year counted from the point in time when the work covered by the complaint was completed or, if it has not been



performed, should have been completed. If the Client has valid excuse for its delay, the time limit will commence from the period after removal of the cause of the excuse.

In the event the Client makes a claim against Megra IPR AB based on a claim by a third party, Megra IPR AB is entitled to respond to, regulate and settle the claim on behalf of the Client, provided the Client is held harmless. If the Client takes measures relating to a claim from a third party without the consent of Megra IPR AB, a claim cannot subsequently be made against Megra IPR AB. If compensation is paid by Megra IPR AB to the Client as a result of a claim from a third party, a right of subrogation is simultaneously assigned to Megra IPR AB.

The Client cannot raise a claim against any individual employee of Megra IPR AB.

14. Limitation of liability

If the Assignment or instructions reach Megra IPR AB too late (e.g. if there is a time limit for the Assignment), Megra IPR AB is exempted from all liability for not having dealt with the matter. The liability of Megra IPR AB is limited to a maximum of five million Swedish kronor per Assignment. Megra IPR AB shall have liability insurance with an insurance limit of five million Swedish kronor. If the Client would like a higher insurance protection, the Client shall bear the costs of such protection. If Megra IPR AB, as one of several contractors, is liable for damage incurred by the Client, Megra IPR AB is not liable for a greater portion of the total sum than the proportion of Megra IPR AB of the total fee.

15. Dispute resolution

Any dispute resulting from these Terms of business may not be referred to a court, but shall be finally settled by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm.

Disputes relating to claims, whose value corresponds to less than half the price base amount under the Social Insurance Code, or as regards the invoice claims of Megra IPR AB for work carried out, may instead at the option of the party be referred to a general court or an enforcement authority. In such cases, claims that are to be settled by arbitration under the first paragraph shall not be presented as counterclaims.