

GENERAL TERMS AND CONDITIONS ON DIGIP AB'S PROVISION OF SERVICES COMPANIES INCLUDING CONDITIONS FOR PAYMENT

1. General

- 1.1 These General Terms and Conditions (the "**Terms**") govern the professional services relating to trademark and domain name consultation in the form of searches, filing and monitoring provided by Digip AB with corporate registration number 559204-1551, Olof Palmes Gata 17, 111 22 Stockholm, Sweden, phone number:+46 (0)8 555 637 00, email: support@digip.com ("**Digip**"), to you (the "**Customer**").
- 1.2 Digip reserves the right to revise the Terms, after which such a revised version will be published at www.Digip.com. Revised Terms will only apply to an Assignment that has been ordered by the Customer after the revised Terms were published on Digip's website.

2. The Assignment

- 2.1 Digip offers digital management services for trademarks and domain names (jointly "**IP Right**"). Through Digip's digital management platform (the "**Platform**"), the Customer may order Digip to file for registration of an IP Right ("**Assignment**"). For each Assignment the Customer signs up on a twelve (12) months management subscription service consisting of deadline management and watching service for the related IP Right ("**Subscription**").
- 2.2 Digip shall perform the Assignment and provide the Subscription in a professional manner and in accordance with good practice and care for the Customer's interests.
- 2.3 Digip does not give any warranties or representations to the Customer, neither expressly or implied, that an Assignment or the Subscription will generate, or result in, a specific or particular result or outcome.
- 2.4 Where no clear and precise instructions have been given by the Customer, Digip

may take the required measures in its own discretion in order to ensure that the Customer does not suffer a legal loss. The Customer shall pay any and all fees incurred by Digip for taking such measures.

3. Fees and payment

- 3.1 Digip offers to perform each Assignment and related Subscription for a yearly fixed subscription fee ("**Subscription Fee**"). Upon request by the Customer, Digip may provide the Customer with an estimate of the Subscription Fee for an ordered Assignment made by the Customer. Listed and provided estimates of Subscription Fees do not include value-added tax (VAT) unless otherwise stated. Digip is entitled to yearly adjusting the prices based on relevant consumer price indexes +2% yearly for all contracted services.
- 3.2 Additional fees may be charged where Digip involves a subcontractor to, upon the request of the Customer, respond to an office action or file an opposition. The services are outside of the Assignment and related Subscription and are communicated between the Customer and a subcontractor through the Platform.
- 3.3 The fee adjustment provision in section 3.1 shall not apply to official fees imposed by registration offices, registrars or subcontractors over which Digip has no control.
- 3.4 Digip offers two (2) different payment methods for the Subscription Fee; (i) yearly direct payments of the entire Subscription Fee upon the commencement of the Subscription Term or a subsequent Renewal Term ("**Direct Payment**"); or (ii) monthly installments during the Subscription Term or a subsequent Renewal Term ("**Monthly Payments**").
- 3.5 In case of Direct Payment, Digip issues an invoice which shall be due thirty (30) days after the invoice date and interest shall accrue on late payments in accordance

with applicable law, or otherwise mandatory law, from the due date until payment is received. In case of Monthly Payments, Digip issues monthly invoices which shall be due fourteen (14) days after the invoice date and interest shall accrue on late payments in accordance with applicable law, or otherwise mandatory law, from the due date until payment is received.

3.6 Digip may charge in arrears, any changes in currencies and fees at the respective top level domain name administrator, government authority or supplier, as well as transaction costs related to Digip payment orders.

3.7 As described in section 2.1 a Subscription relating to an Assignment is on-going for twelve (12) months ("**Subscription Term**"). Upon the end of the Subscription Term, unless terminated in accordance with section 3.8 or with a written notice ninety (90) days prior to the end date of the subscription, the Subscription Term is renewed with consecutive terms of twelve (12) months ("**Renewal Term**").

3.8 The Subscription Term and Renewal Term may not be terminated to end early by either Digip or the Costumer, unless the other party:

- (a) is in material breach of its obligations under these Terms and such breach is not remedied, where remediation is possible, within fourteen (14) days after receiving notice of the breach;
- (b) is declared bankrupt or enters into liquidation (voluntary or involuntary) or composition proceedings with its creditors, becomes insolvent or any similar procedure or action in any jurisdiction.

4. Processing of personal data

4.1 Digip is the controller for the processing of the personal data collected due to the Assignment. The processing of personal data and the data subject's rights are

described in Digip's privacy policy available here
<https://www.digip.com/privacy-policy>.

5. The Customer's obligation to provide accurate information

5.1 The Customer shall provide the information and the documentation requested by Digip to fulfill the Assignment. At the request of Digip, the Customer shall review received documents and provide Digip with clarifying instructions.

5.2 The Customer is responsible for ensuring that all information provided in connection with an application for registration of a domain name, trademark or other assignment is correct and shall notify Digip of any changes regarding such information.

5.3 Digip is not liable for damages that may arise from any recommendations or actions made by Digip based on incorrect or inadequate information from the Customer and/or by the Customer referred third party or for additional costs incurred due to such incorrect or inadequate information.

6. Confidentiality

6.1 Digip undertakes to protect the information the Customer provides and not to disclose such information to unauthorized third parties. If the Customer grants Digip to procure or collaborate with other advisors or service providers in an Assignment, then the Customer is considered to have accepted that Digip discloses material and information that Digip deems is relevant for the advisor to take part of for the purpose of advising in the Assignment.

7. Intellectual property

7.1 Copyright and all other intellectual property rights to documents and work results created by Digip within the scope of the Assignment shall be exclusively owned by Digip. However, the Customer is entitled to use such documents and work results for the purposes for which they were made. Unless otherwise agreed, the

Customer may not distribute the documents and the work results, nor use them for marketing purposes. If it relates to “works made for hire”, ownership shall be vested in the Customer. The Customer is solely responsible to transfer any ownership claims related to “works made for hire.

7.2 Digip is not liable for any damages that arise from the Customer's, or a third party's, use of documents or work results in any way or for any purpose other than for which they were produced or submitted to the Customer by Digip.

7.3 After obtaining the Customer's written consent thereto, Digip has the right to use the Customer's logo, tradenames and trademarks in the context of marketing, such as when indicating reference clients on its website and in other contexts.

8. Subcontractors

8.1 Digip has the right to contract a subcontractor for the performance of an Assignment, or service relating thereto, in accordance with section 3.2 or where the Assignment pertains to jurisdictions where specific local expertise is required. For such subcontractor Digip may accept a limitation of the subcontractor's liability on the Customer's behalf.

9. Limitations of liability

9.1 Digip shall only be liable for direct damages. For each Subscription Term or Renewal Term Digip's aggregated liability for direct damages that arise from an Assignment, or related Subscription, shall be limited to the Subscription Fee, or partial amount thereof, received in payment by Digip from the Customer. Under no circumstances shall the aggregated liability for an Assignment exceed SEK [one million (1,000,000)].

9.2 Digip shall not be liable for any indirect or consequential damages or loss, or for any of the following losses (whether or not those losses are considered by the law to flow "directly" (*i.e.* naturally) from the relevant breach or negligence), namely

loss of profits, loss of revenue, loss of data, loss of contracts, loss of anticipated savings, loss of or damage to goodwill, even if the damage was difficult to foresee or not. The limitation of liability pursuant to this section 0 shall not apply in case of Digip's gross negligence or willful misconduct.

9.3 Digip is not liable for damages that arise from circumstances or events that are outside of Digip's control and that Digip could reasonable not have foreseen at the time of the acceptance of the Assignment, or reasonably avoided or overcome.

10. Communication

10.1 The Platform is the primary method of communication by which Digip communicates with the Customer. Although this electronically based communication form has many advantages, Digip is aware that electronic communications may bring certain challenges from a security perspective. If the Customer does not wish to communicate with Digip electronically, the Customer must inform Digip of this.

10.2 Digip asks the Customer to note that it happens from time to time that electronic messages do not reach the intended recipient. Where the Customer sends critically important or time sensitive information by electronic means, the Customer should follow-up the sent communication by *e.g.* a phone call or otherwise to Digip. Digip does not assume any liability for any risks arising from communication through the Platform. This also applies to notices under these Terms.

11. Governing law and disputes

11.1 These Terms shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of law provisions.

11.2 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules

for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish, but evidence may be submitted in English.

- 11.3 Arbitration called for with reference to Section 11.2 and information that emerges during such proceedings, as well as decisions or skills communicated in connection with the proceedings, include secrecy and may not, in the absence of the

other party's express consent, pass on to third parties. However, a party shall not be prevented from disclosing such classified information in order to preserve its right in relation to the other party or if such an obligation exists under mandatory law.

- 11.4 Notwithstanding Section 11.2, Digip shall be entitled to bring an action regarding overdue claims in connection with the Assignment or otherwise in courts or authorities (for example the enforcement agency) that have jurisdiction (jurisdiction) over the Customer or any of the Customer's assets.