



1. Terms and conditions

The present General Terms and Conditions (the "General Terms and Conditions") shall be applicable to all the legal relationships between Office Freylinger SA (hereinafter to be referred to as "OF") and any third party ("the Client") that commissions OF to carry out any work.

1. The Contract between OF and the Client shall be formed at the time when the Client places an order with OF, either orally or in writing, for the provision of any services and this order is accepted by OF.
As to work in respect of which no order confirmation is dispatched due to the nature and scope of the work in question, the invoice shall also be considered to be the order confirmation, which shall be deemed to be a correct and complete representation of the Contract.
2. OF reserves the right to refuse an order without stating the reason for doing so.
3. If OF considers this to be necessary or desirable in the interest of a proper execution of any order it has received, it shall be entitled to call in the assistance of third parties, the costs of which shall be passed on to the Client. OF cannot be held liable for failures of that third party only if the Client shows that the choice of the third party has clearly been made by OF without due care.
4. By placing the order, the Client grants OF the right to collect personal information according to the OF Privacy Policy, mainly in order to provide OF services. Objections to the processing of personal information could lead to loss of rights.
5. The fees for the work to be carried out by OF shall be as follows:
 - in respect of the costs of arranging for registrations and other entries in patent, utility patent, trademark, design and model, domain name registers, including the preparation of the levies and charges payable for same and the fees, if any, of foreign third parties: in accordance with the fixed rates (excluding V.A.T.) or in accordance with the amounts specifically stated by OF in its offer;
 - in respect of other work than that mentioned under 4.a.: on the basis of the number of hours spent on the agreed work and in accordance with the hourly rate (excluding V.A.T.) fixed by OF.
6. The applicable fees shall either be the fees stated in the most recent lists of fees or the fees which OF has confirmed to the Client.
7. The fees shall not include the costs, which vary in each individual case, of printing blocks, extra categories, drawings, document date, extracts from registers, legalisations, translations, classifications, etc. Nor shall the fees include the costs that may arise after submission of the application/registration forms due to publication, granting of rights, negotiations with third parties or other work, such as the costs resulting from ex officio objections or from the opposition by third parties against the applicant. These costs shall be passed on to the Client separately. Any estimate of costs provided to the Client by OF shall only be in the nature of an indication and shall be without engagement.
8. If any prices and/or rates of price-determining factors, such as duties, wages and insurance rates are increased for any reason, OF shall be entitled to increase its fees accordingly and to charge these fees to the Client.
9. OF shall have the option to charge the Client for the work to be performed and the costs to be incurred by OF by means of advance, interim or final invoices to the Client. Any amounts paid in excess shall be refunded to the Client after completion of the work.
10. The invoices shall be paid to OF within 30 days from the invoice date. Payments shall be made without any withholding, deduction or set-off, unless otherwise agreed upon.
11. The Client shall at all times remain liable for the payment of any unpaid invoices in his name, even if the Client has indicated that he has placed the order on behalf of a third party. If the Client places an order on behalf of a third party and does not wish to undertake any obligations on this account, this shall be stated expressly and in writing at the time of placing the order.
12. If the Client fails to pay within the periods stated under 9., he shall be in default by the mere expiry of the period concerned, without further notice of default being required. The Client shall in that case owe OF interest in respect of its unpaid invoices at a rate of 1,5 % per month or part thereof on the amounts due, without prejudice to OF's entitlement to compensation based on the law.
13. By placing the order the Client grants OF a pledge (first lien), as additional security for the payment of all that the Client owes or will owe to OF, on the patents, utility patents, trademarks, designs or models, domain names to be registered by OF for or on behalf of the Client; the Client's acceptance of the present General Terms and Conditions shall constitute proof of the existence of such a pledge. In the event of the Client's failure to pay, OF shall be entitled to enter this pledge in the relevant registers at the Client's expenses. The pledge shall terminate as a result of the Client's payment of all the amounts he owes to OF. OF shall subsequently withdraw any registration of the pledge at the Client's expenses.
14. The Client is entitled to an indemnification of damage resulting from an event or a series of related events, which OF is liable for by law, in total to a maximum amount of one hundred thousand (100,000) EUR.
15. The right to claim indemnification becomes forfeited, if damage, after its discovery, is not reported to OF in writing with all due dispatch and anyhow as soon as twelve months have elapsed since the event which the damage is resulting from and which OF can be held liable for. The forgoing also applies in case the Client claims indemnification on the basis of a claim taken over or obtained from another party.
16. OF shall exercise the care of a reasonably qualified Intellectual Property counsel. He does not guarantee the envisaged result. Works realised by OF are carefully handled but remain subject to the risks of any service. OF only undertakes to engage all means requested to handle these works. Any responsibility incurring to OF regarding these works is limited to twice the amount of the professional charges regarding these services.
17. If the Client's order only consists of translating, certifying and/or validating a European patent that order does not constitute a conflict of interest that would OF prevent to render services to another client against the Client.
18. These General Terms and Conditions shall exclusively be governed by the law of Luxembourg. The Courts of Luxembourg shall have exclusive jurisdiction over all disputes.



2. Privacy policy

We value your privacy and cares about the way in which your personal information is treated.

Personal information collected by us is protected by the Law of 2 August 2002 on the Protection of Persons with regard to the Processing of Personal Data.

1. What personal information do we collect about you?

We may collect personal information from you in the course of our business, including through your use of our website, when you contact us or request information from us, when you engage our IP-related, legal or other services or as a result of your relationship with one or more of our staff.

The personal information that we collect and process includes:

- Basic information, such as your name (including name prefix or title), the company you work for, your title or position and your relationship to a person
- Contact information, such as your postal address, email address and phone number(s)
- Information about your existing intellectual property ("IP") rights, your technical background or invention(s), your brand name(s) or your design(s)
- Financial information, such as payment-related information, VAT number, bank account number
- Technical information, such as information from your visits to our website or applications or in relation to materials and communications we send to you electronically
- Information you provide to us for the purposes of attending meetings and events
- Identification and background information provided by you or collected as part of our business acceptance processes
- Personal information provided to us by or on behalf of our clients or generated by us in the course or providing services to them, which may include special categories of data
- Any other information relating to you which you may provide to us.

In Luxembourg, the processing of 'sensitive personal data' is prohibited. Sensitive personal data is information about or which reveals your racial or ethnic origin, political opinions, religious, philosophical or similar beliefs, trade union membership, physical or mental health, sexual life, commission of criminal offences and/or involvement in criminal proceedings.

We ask that you do not send us any sensitive personal data.

2. How we obtain your personal information

- We collect your personal information while establishing first and further business contacts and while preparing our analyses, legal and IP-related advice and other core activities which you are entrusting to us.
- We collect information from you as part of our business acceptance processes and about you and others as necessary in the course of providing IP-related services.
- We collect your personal information while monitoring our technology tools and services, including our websites and email communications sent to and from us.
- We gather information about you when you provide it to us, or interact with us directly, for instance engaging with our staff or registering on one of our digital platforms or applications.
- We may collect or receive information about you from other sources, such as keeping the contact details we already hold for you accurate and up to date using publically available sources.

3. How we use your personal information

We collect and process personal information about you in a number of ways, including in the provision of our services and through your use of our website. We use that information:

- to provide you with a service and/or goods you might be interested in
- to provide you with information about Intellectual Property
- to communicate with you about our services, courses, events, and products, which we believe may be of interest to you
- to respond to your feedback or complaints, and to answer your enquiries and/or in relation to any other purpose for which it was requested and which was advised to you or directly related purposes, such as our activities directly related to our core functions (i.e. personal information collected during any counselling session)
- to provide and improve this website, including auditing and monitoring its use
- to provide and improve our services to you and to our clients, including handling the personal information of others on behalf of our clients
- to provide information requested by you
- to promote our services, including sending IP-related updates, publications and details of events
- to manage and administer our relationship with you and our clients
- to fulfil our legal, regulatory and risk management obligations, including establishing, exercising or defending legal claims
- for the purposes of recruitment

4. Use of Office Freylinger website

A number of facilities on our website invite you to provide us with personal information, such as the 'Careers' section of our website and our email queries facilities. The purpose of these facilities is apparent at the point that you provide your personal information and we only use that information for those purposes.

Our website uses Google Analytics, a web-based analytics tool that tracks and reports on the manner in which the website is used to help us to improve it. Google Analytics does this by placing small text files called 'cookies' on your device. The information that the cookies collect, such as the number of visitors to the site, the pages visited and the length of time spent on the site, is aggregated and therefore anonymous. Please also see 'Marketing and other emails' below.

You may refuse the use of cookies or withdraw your consent at any time by selecting the appropriate settings on your browser but please note that this may affect your use and experience of our website. By continuing to use our website without changing your privacy settings, you are agreeing to our use of cookies. To find out more about cookies, including how to manage and delete them, visit www.allaboutcookies.org.

5. Marketing and other emails

We might use personal information to understand whether you read the emails and other materials, such as IP-related publications, that we send to you, click on the links to the information that we include in them and whether and how you visit our website after you click on that link (immediately and on future visits). We do this by using software that places a cookie on your device which tracks this activity and records it against your email address.

If you receive marketing communications from us and no longer wish to do so, you may unsubscribe at any time by contacting us at [office\(at\)freylinger.com](mailto:office(at)freylinger.com).

6. Meetings, events and seminars

We will collect and process personal information about you in relation to your attendance at our offices or at an event or seminar organised by us or our business partners. We will only process and use special categories of personal information about your dietary or access requirements in order to cater for



your needs and to meet any other IP-related, legal or regulatory obligations we may have. We may share your information with IT and other service providers or business partners involved in organising or hosting the relevant event.

7. IP-related, legal and other services

We collect, create, hold and use personal information in the course of and in connection with the services we provide to our clients. We will process identification and background information as part of our business acceptance, finance, administration and marketing processes, including anti-money laundering, conflict, reputational and financial checks. We will also process personal information provided to us by or on behalf of our clients for the purposes of the work we do for them. The information may be disclosed to third parties to the extent reasonably necessary in connection with that work.

8. On what basis we use your personal information

We use your personal information on the following bases:

- To perform a contract, such as engaging with an individual to provide IP-related or other services
- For the establishment, exercise or defence of IP-related claims or proceedings
- To comply with IP-related, legal and regulatory obligations
- For legitimate business purposes.

9. How long we keep your personal information

Your personal information will be retained in accordance with our global data retention policy which categorises all of the information held and specifies the appropriate retention period for each category of data. Those periods are based on the requirements of applicable data protection laws and the purpose for which the information is collected and used, taking into account IP-related, legal and regulatory requirements to retain the information for a minimum period, limitation periods for taking action, good practice and our business purposes.

10. Who do we share your personal information with

We are an international IP law firm and any information that you provide to us may be shared with and processed by any entity in our worldwide network and our associated firms. We may also share your personal information with certain trusted third parties in accordance with contractual arrangements in place with them, including:

- Administrative bodies and offices dealing with intellectual property rights and IP rights prosecution and registration
- Our professional advisers and auditors
- Suppliers to whom we outsource certain support services such as annuities, word processing, translation, photocopying and document review
- Our IT service providers
- Third parties engaged in the course of the services we provide to clients and with their prior consent, such as local counsel and technology service providers
- Third parties involved in hosting or organising events or seminars.

Where necessary, or for the reasons set out in this policy, personal information may also be shared with regulatory authorities, courts, tribunals, government agencies and law enforcement agencies. Although unlikely, we may be required to disclose your information to comply with IP-related, legal or regulatory requirements. We will use reasonable endeavours to notify you before we do this, unless we are restricted from doing so.

If in the future we re-organise or transfer all or part of our business, we may need to transfer your information to new entities or to third parties through which our business will be carried out.

We may use social media sites such as Facebook, LinkedIn and Twitter. If you use these services, you should review their privacy policy for more information on how they deal with your personal information.

We do not sell, rent or otherwise make personal information commercially available to any third party, except with your prior permission.

11. How we protect your personal information

We use a variety of technical and organisational measures to help protect your personal information from unauthorised access, use, disclosure, alteration or destruction consistent with applicable data protection laws.

Whenever it is possible, we use information in a de-identified form.

12. Which countries we transfer your personal information to

In order to provide our services we may need to transfer your personal information to locations outside the jurisdiction in which you provide it or where you are viewing this website for the purposes set out in this privacy policy. This may entail a transfer of your information from a location within the European Economic Area (the "EEA") to outside the EEA, or from outside the EEA to a location within the EEA.

The level of information protection in countries outside the EEA may be less than that offered within the EEA. Where this is the case, we will implement appropriate measures to ensure that your personal information remains protected and secure in accordance with applicable data protection laws. EU standard contractual clauses are in place between all our entities that share and process personal data. Where our third party service providers process personal data outside the EEA in the course of providing services to us, our written agreement with them will include appropriate measures, usually standard contractual clauses.

13. Your rights regarding your personal information

The General Data Protection Regulation of the European Union and other applicable data protection laws provide certain rights for data subjects.

You are entitled to request details of the information we hold about you and how we process it. You may also have a right, in accordance with applicable data protection law, to have it rectified or deleted, to restrict our processing of that information, to stop unauthorised transfers of your personal information to a third party and, in some circumstances, to have personal information relating to you transferred to another organisation. You may also have the right to lodge a complaint in relation our processing of your personal information with a local supervisory authority.

If you object to the processing of your personal information or if you have provided your consent to processing and you later choose to withdraw it, we will respect that choice in accordance with our legal obligations.

Your objection (or withdrawal of any previously given consent) could mean that we are unable to perform the actions necessary to achieve the purposes set out above (see 'How we use your personal information'), that you may not be able to make use of the services and products offered by us, or that you may lose rights due to the absence of required information. Please note that even after you have chosen to withdraw your consent we may be able to continue to process your personal information to the extent required or otherwise permitted by law.

We must ensure that your personal information is accurate and up to date. Therefore, please advise us of any changes to your information by contacting us at [office\(at\)freylinger.com](mailto:office(at)freylinger.com).

14. Data controllers

If you have any questions or need further information about our privacy practices, please contact:

Data Protection Officer

OFFICE FREYLINGER S.A.

234, route d'Arlon, B.P. 48,
L-8001 Strassen, Luxembourg
Tel.: +352 313830-1, Fax.: +352 313833
email: dataprotection@freylinger.com