

## **BRANN AB**

### **General Business Terms and Conditions**

Brann are consultants in the field of intellectual property rights, and in development and protection of commercial values. Our consultancy services cover patents, designs and trademarks; commercial and company law; marketing and copyright law; litigation; market communication; and trademark and business strategies. In our everyday work, our priorities are quality, costeffectiveness and professionalism. Precise, clear definition of every assignment and open communication between Brann and our Clients during the assignment are therefore vital.

#### **Confirmation**

The content and scope of each individual assignment should be confirmed in writing. This confirmation should also contain a rough estimate of the costs of carrying out the assignment.

#### **Invoicing**

Fees for assignments are normally invoiced on current account but a set price may be agreed upon, depending on the nature of the assignment in the individual case.

#### **Cost breakdown**

For each individual assignment the costs charged are broken down as follows, according to the current price list.

- **Administrative fee**

The administrative fee is charged as a fixed sum for each case, to cover administrative and incidental expenses that are equal for management of all cases of the same kind.

- **Hourly fee**

When an assignment is performed on current account, please note that the hourly rate depends both on the nature of the case and on the skills required to perform the assignment.

- **Expenses**

Most assignments entail disbursements of various kinds. All expenses, apart from official charges payable to Swedish authorities, are passed on with a mark-up to cover Brann's handling, currency and capital costs. Expenses that may be incurred include, for example:

- Swedish and foreign authorities' charges
- Costs of foreign Agents engaged by Brann
- Costs of legalisation, postage, fax transmission, photocopying, etc.

Costs of travel and lodging are charged at cost price.

Brann's hourly rates and administrative fees will automatically be adjusted yearly as per every January 1th, based on the changes in the Swedish Statistics' published Labor Cost Index for salaried employees (LCI tjm), preliminary index, SNI2007 code M.

#### **Quotations**

A quotation is issued on request at the commencement of each assignment. The set price is agreed with reference to the circumstances of each individual case.

#### **Framework agreements**

Deviations from Brann's general business terms and conditions must be agreed separately. Special conditions may be inserted into individual framework agreements or cooperation agreements where this is desirable.

#### **Invoicing**

Invoices are issued for individual cases, specifying disbursements in accordance with current prices and contractual terms. Brann reserves the right to issue monthly interim invoices for accrued expenses.

**Advance payment**

Brann reserves the right to charge an advance payment before the assignment is commenced. The size of this payment is determined with reference to the size of initial disbursements.

**Decision without Client's instruction**

To guarantee legal security in the handling of each individual case, decisions on completion of individual measures must be taken and conveyed in good time before the time limit concerned. Failing clear instructions from the Client, Brann will itself take the requisite decisions to ensure that the Client forfeits no rights. In a case where the Client has failed to give Brann clear instructions, notwithstanding a request for the same, the Client must remunerate Brann for the work carried out and disbursements made, according to Brann's regular price list.

**Terms of payment**

Terms of payment are 30 days net from the invoice date. In the event of a delayed payment, interest on arrears is payable according to the conditions specified in the invoice.

**Power of attorney**

To implement the great majority of assignments, Brann needs a power of attorney from the Client. This document should be issued on the occasion when the assignment is received by Brann. A standard power of attorney is available from Brann.

**Other conditions**

Where relevant, we apply AU25, The General Conditions of the Association of Swedish Patent Attorneys. In the event of any irreconcilable difference between Brann's General Terms and Conditions and AU25, Brann's General Terms and Conditions take precedence.

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