

General Terms & Conditions of VDiQ

(last update: Friday, 24 April 2026)

Article 1. - Definitions

- 1.1. General Terms and Conditions: these General Terms and Conditions.
- 1.2. VDiQ IP Services AS (hereafter referred to as VDiQ), located at Grenseveien 21, 4313 Sandnes (Norway) and registered with the Norwegian Chamber of Commerce (Brønnøysundregistrene: <https://www.brreg.no/>) under number 935218969, also found at: <https://www.brreg.no/> (Brønnøysundregistrene).
- 1.3. Third parties: Netherlands Patent Office, European Patent Office, World Intellectual Property Organization (WIPO), law firms, patent attorneys, IP services providers such as search firms, translation agencies, foreign patent offices (agents).
- 1.4. Service(s): service(s) as described in the Agreement.
- 1.5. Intellectual Property Rights: rights (of intellectual property) including but not limited to copyrights (including of course the copyright on software), database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, patent application as well as rights to know-how.
- 1.6. Quotation: a written offer from VDiQ.
- 1.7. Client: the natural person or legal entity, whether or not acting in the exercise of a profession or business or on behalf of a business, who has entered into an Agreement with VDiQ.
- 1.8. Agreement: the agreement between the Parties under which VDiQ IP Services AS provides its Services to the Client, and of which the General Terms and Conditions form an integral part. The agreement may also be in the form of an "Order Confirmation" (Norwegian "Ordrebekreftelse"). Such Order Confirmation is typically sent to the Client by email and the contents thereof is deemed accepted by the Client unless the Client promptly objects to the contents of the Order Confirmation together with an indication of what has to be corrected.
- 1.9. Party(ies): VDiQ and Client jointly or separately.
- 1.10. Price list: an annually updated overview of costs that VDiQ charges for its services to the Client. VDiQ may start collaborations with other partnering firms, which offer supplementary services to the Client. Such supplementary services may be subject to the partnering firms own Price list, which VDiQ may provide to the Client if so requested, especially when it has been agreed that the respective partnering firm invoices directly to the Client. These supplementary services may be subject to the partnering firm's own general terms and conditions.
- 1.11. Confidential Information: non-public information relating to a Party and information which a Party designates as confidential or which, by reason of the nature of the information or the circumstances of its disclosure, should be treated as confidential.
- 1.12. Employee: the person who is employed by one of the Parties or who performs work for the relevant Party on an assignment basis.

Article 2. - Applicability and interpretation

- 2.1. The General Terms and Conditions apply to and form part of every (legal) act relating to the preparation, establishment or execution of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between Client and VDiQ, if Client has accepted their validity in previous Agreements with VDiQ.
- 2.2. The applicability of any purchasing or other conditions of the Client is expressly excluded.
- 2.3. Provisions or conditions set by the Client that deviate from or do not appear in the General Terms and Conditions shall only apply to the Agreement to the extent that the Parties agree to this in writing.

Article 3. - Formation of the Agreement, Conflict of interest, and termination of representation

- 3.1. VDiQ shall endeavour to avoid any conflict of interest and shall conduct a conflict check as soon as possible after an order for performing new work is received from the Client. VDiQ reserves its right to decline representation for individual cases or end its role as representative for the Client should VDiQ so

decide following a conflict check, in which case VDiQ shall inform the Client as soon as possible. VDiQ may also suggest an alternative law firm the Client may consult.

3.2. All Quotations and other offers from VDiQ are without obligation and valid for a period of 30 days, unless a different term for acceptance is stated in the Quotation.

3.3. The Agreement is concluded at the time of acceptance by the Client of the Quotation from VDiQ and compliance with the conditions set by VDiQ. Such acceptance may be implicit or explicit, wherein an example of implicit acceptance is a lack of prompt response to an Order Confirmation.

3.4. An offer is in any case deemed to have been accepted if the Agreement is executed without objection. The offer can be accepted both verbally and in writing.

Article 4. - Execution of the Agreement

4.1. VDiQ will commence execution of the Agreement after its conclusion, on the date or time agreed in the Agreement. If no date of performance has been agreed, VDiQ may commence execution of the Agreement immediately, but this is not a right the Client may claim, as this depends on the actual workload and available capacity at VDiQ.

4.2. The Client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable timely and correct execution of the assignment. In particular, the Client shall ensure that all data that VDiQ indicates is necessary or that the Client should reasonably understand is necessary for the execution of the assignment, are provided to VDiQ in a timely manner.

4.3. VDiQ will carry out the assignment (partly) on the basis of the instructions of the Client. All instructions must be provided to VDiQ by the Client in writing and clearly. If in a specific case the instructions of the Client cannot be awaited, VDiQ is authorized to take the measures it deems necessary to protect the rights of the Client. If a term threatens to expire due to a lack of information and/or instructions from the Client, VDiQ may, if possible, request an extension of that term. Costs for these activities will be charged to the Client, in the manner provided for in article 7.

4.4. In order to enable VDiQ to carry out the assignment, the Client shall ensure that complete, detailed and clear information regarding the assignment is provided to VDiQ in writing, supported by drawings. VDiQ shall not be liable for damage of any nature whatsoever resulting from the Client providing incorrect and/or incomplete information, even if this was done in good faith.

4.5. By using the services of VDiQ, the Client agrees that VDiQ processes the Client's data in accordance with the General Data Protection Regulation. The Client agrees to the inclusion of personal and/or company data of Client and inventors represented by Client in the digital systems of VDiQ.

4.6. Unless otherwise agreed, these terms and conditions shall apply to all work that VDiQ IP Services AS undertakes for a Client. VDiQ shall safeguard the Client's interests and shall execute the work in the best possible manner, with a focus on quality and the needs of the Client. VDiQ employees work under the "Code of Conduct of the Institute of Professional Representatives before the European Patent Office". All VDiQ employees have a duty of confidentiality when handling information that VDiQ receives in connection with the work. Unless other provisions are made, VDiQ employees can discuss professional matters pertaining to the work with colleagues and store case documents without restrictions in physical and electronic spaces where all VDiQ employees have access, without this conflicting with the duty of confidentiality. A prerequisite for proper execution of the work is that the Client provides VDiQ with all relevant information and documentation related to the work. VDiQ expects that the contact person(s) that the Client has disclosed to VDiQ have the necessary authority from the Client to engage and instruct VDiQ in relation to all matters, including to authorise VDiQ to represent the Client, provide all types of case-related instructions (including instructions to abandon or discontinue any of its cases), and incur costs on behalf of the Client, unless the Client has stipulated otherwise in writing. Where the work so requires, the Client is responsible for exercising the right to control over the item to which the work pertains (invention, patent, design, trademark, etc.). This responsibility also extends to the provision of supporting documentation, such as but not limited to, drawings provided to VDiQ. The Client shall grant VDiQ the necessary authorisation and, provide VDiQ with assistance if needed with carrying out identity checks pursuant to the Norwegian Anti-Money Laundering Act.

4.7. The work may include working on multiple cases, each of which is stored and registered with VDiQ with a separate case reference. The contents of documents that have been prepared by VDiQ and submitted to the Client for review shall be checked by the Client. VDiQ has the right to assume that the

Client fully accepts the contents of the documents if the Client does not state otherwise in writing within a reasonable time. VDiQ shall keep the Client informed of the process. The Client shall read the contents of all correspondence received from VDiQ. The Client is obligated to timely supply VDiQ with the information and documentation necessary for VDiQ to be able to process the case(s).

4.8. If there is a deadline in the case, the Client must provide all relevant information on time. Both VDiQ and the Client must comply with official deadlines that they have been informed about. VDiQ will send a reminder to the Client before critical deadlines expire. In the event of continued failure of the Client to provide instructions, VDiQ will attempt to contact the Client by telephone. If the Client's instructions are not received before the expiry of the deadline, VDiQ may, in exchange for a reasonable fee and remuneration for expenses, apply for an extension of the deadline if this is possible and the circumstances do not suggest otherwise. If instructions and any necessary payments are received by VDiQ too late, VDiQ will be exempt from all liability for not having processed the case. Failure to provide instructions on the part of the Client will result in additional costs being charged. The Client's instructions for maintaining or discontinuing legal protection (i.e. maintaining or abandoning IP rights) must be in writing, complete and unambiguously clear.

4.9. VDiQ shall perform the Services with due care and professional skill. However, VDiQ does not guarantee any particular legal, commercial, or procedural outcome.

Article 5. - Third Party Services

5.1. VDiQ has the right to engage third parties (e.g. patent and trademark agents in foreign jurisdictions) to execute the work or parts of the work, provided there is a duty of confidentiality between the third party and VDiQ equivalent to that which applies between the Client and VDiQ. The third party that is engaged must be selected with due care. VDiQ shall not be liable for work performed by third parties outside of VDiQ's supervision and scope (Norway, European Patent Office (EPO), European Union Intellectual Property Office (EUIPO)), for example, work performed by patent attorneys/agents in other jurisdictions. VDiQ engages third parties on the Client's behalf. The Client is responsible for the third party's fees, other costs and any expenses, irrespective of whether the third party's expenses are invoiced directly or via VDiQ.

5.2. The terms and conditions of the Third Party may also apply.

5.3. The costs of the services provided by Third Parties are passed on by VDiQ to the Client. VDiQ acts solely as a payment address for this purpose. The portion of amounts declared by VDiQ that is due to Third Parties is paid by VDiQ to them. In situations agreed in advance, Third Parties, may invoice their services directly to the Client.

5.4. Unless expressly agreed otherwise in writing with the Client, payments that must be made to a third party in connection with an assignment will only be made by VDiQ after this payment has been received from the Client in VDiQ's bank account. In the event of a payment to a third party abroad, the amount must be credited to VDiQ's bank account by the Client no later than one week before payment is due.

5.5. When engaging Third Parties on behalf of the Client, VDiQ will always exercise the necessary care and attention. VDiQ is not liable for damage resulting from shortcomings of Third Parties, except for attributable shortcomings of VDiQ in the context of engaging these Third Parties. Article 9 of these General Terms and Conditions applies in full.

Article 6. - Duration and termination of the Agreement

6.1. The duration of the Agreement is set out in the Agreement. If no duration is included, the Agreement is entered into for an indefinite period until the time of termination.

6.2. The Client and VDiQ both have the right to terminate the work at any time by providing written notice. Following the termination of representation, VDiQ will be under no obligation to forward on notices pertaining to the case that VDiQ may still receive, or to study or respond to these. VDiQ has the right to destroy case documents no earlier than 6 months after the case has concluded, and longer where required by applicable law, professional obligations, or agreed with the Client.

6.3. Termination of the Agreement does not release Client from the timely payment of costs already incurred, work performed and any outstanding invoices. VDiQ will provide Client with an overview of the amounts still to be paid as soon as possible after termination. The amounts remain due after termination of the Agreement and are immediately due and payable from the date of termination.

- 6.4. VDiQ may suspend or terminate the Agreement at any time if:
- Client has been declared bankrupt;
 - The Client has been granted a suspension of payments;
 - The Client's company is dissolved or liquidated;
 - Client does not provide or does not provide in a timely manner the information and instructions necessary for the execution of the assignment;
 - Client repeatedly falls behind with payment of invoices.
- 6.5. Obligations which by their nature are intended to continue after the end of the Agreement shall remain in full force and effect after the end of the Agreement and shall apply to the Client and its legal successors.

Article 7. - Price and payment

- 7.1. Client shall pay VDiQ the amount as stated in the Agreement and Price List. All prices stated by VDiQ are in NOK (Norwegian Crown), unless otherwise agreed.
- 7.2. All prices stated by VDiQ are exclusive of sales tax (VAT) and other government levies, unless stated otherwise.
- 7.3. Each invoice has a payment term of 14 days, unless otherwise agreed.
- 7.4. If a price is based on information provided by the Client and this information proves to be incorrect, VDiQ has the right to adjust the price accordingly, even after the Agreement has already been concluded.
- 7.5. The Tariff List is updated annually, as of the 1st of January each year. VDiQ reserves the right to increase the stated tariffs annually based on wage, inflation and price developments.
- 7.6. Unless otherwise agreed, fees are calculated based on elapsed time and fixed fee(s) in accordance with VDiQ's applicable prices. The Client is responsible for the payment of invoices from VDiQ covering the fees and costs associated with the work. Price estimates are only indicative and must not be considered a fixed price unless this is explicitly agreed. When re-invoicing expenses in a currency other than NOK, 15% is charged for exchange rate fluctuations, as well as a fixed fee for invoice processing. When discontinuing or closing cases, the Client understands and accepts that work which has not previously been invoiced in the case will be invoiced. Standard terms of payment are the invoice date 14 days. Deviations from this must be agreed with VDiQ. VDiQ has the right to request and receive, advance payments before commencing the work, for example, before proceeding with patent applications abroad and when there are other large expenses. In the event that the Client fails or refuses to make a payment, VDiQ may suspend further processing of all cases for the Client after informing the Client. For any payment transfer, the Client is responsible for ensuring that VDiQ has received that payment.
- 7.7. For orders that result in a payment to Third Parties VDiQ shall send an advance invoice for the total sum of the estimated Third Party costs, unless something different has been agreed.
- 7.8. If the Client does not meet his payment obligation(s) on time, VDiQ will notify him of the late payment. After the payment term, VDiQ will apply the surcharges as stated in the Price List. These include administration and interest costs.
- 7.9. VDiQ has the right to use the payment(s) made by the Client first to reduce the costs, then to reduce the accrued interest and finally to reduce the principal and the current interest.
- 7.10. In the event of late payment, the Client is obliged, in addition to the amount owed and the statutory interest accrued thereon, to fully reimburse both extrajudicial and judicial collection costs, including the costs of lawyers, legal experts, bailiffs and collection agencies.
- 7.11. VDiQ may, within the legal framework, inquire whether the Client can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, VDiQ has good reasons not to enter into the Agreement, it is entitled to refuse an order or request with reasons or to attach special conditions to the execution, such as advance payment.

Article 8. - Force majeure

- 8.1. Force majeure is understood to mean any failure to comply that is not attributable to VDiQ's fault or for its account. Force majeure on its part shall in any case apply if VDiQ is prevented from fulfilling its obligations under this agreement after the conclusion of the agreement as a result of illness

or other impediment of an employee of VDiQ. Force majeure shall also apply in any case if the Client provides incorrect information or if the Client fails to provide sufficient cooperation.

8.2. In the event of impediment to the performance of the agreement due to force majeure, VDiQ is entitled to suspend its obligations for a maximum of sixty days. After this period, both VDiQ and Client are entitled to terminate the agreement, without any obligation to compensate the other party for damages.

8.3. Termination does not release the Client from the responsibility to pay outstanding invoices, work performed and costs.

Article 9. - Client Obligations

9.1. Client shall ensure that all (technical) information, decisions and data that it deems necessary for the performance of the Agreement are provided to VDiQ in a timely manner. Client is responsible for the accuracy and completeness thereof.

9.2. The Client has an obligation to keep VDiQ updated of its current contact persons and contact details at all times. Unless otherwise agreed, VDiQ shall use electronic communication (e-mail) to communicate. All correspondence from VDiQ to the Client will be sent to the email address or addresses specified by the Client. If VDiQ is unable to contact the Client due to amended contact information that has not been reported, VDiQ shall no longer be obligated to take action in the case nor be liable for the consequences thereof. The Client hereby understands and approves that VDiQ shall collect, process and store relevant personal data in accordance with what is stated in the Act relating to the processing of personal data (Personal Data Act) in order to execute the work to be undertaken. VDiQ uses electronic archiving of documents. To protect data, VDiQ uses professional providers of antivirus, firewall and backup solutions. In addition to any liability that the service providers may have, VDiQ is not liable for any loss resulting from errors, defects, damage, accidents, viruses, downtime, or similar factors in connection with the use of electronic communication unless such loss is caused by wilful misconduct or gross negligence on the part of VDiQ. The same applies to loss that may arise as a consequence of the service provider's bankruptcy. VDiQ does not normally use encryption in its electronic communication. If requested by the Client, encrypted information may be agreed to in each instance. Unless otherwise agreed, case documents will be stored by VDiQ in our electronic archive for 10 years. VDiQ's Privacy Policy is incorporated by reference and can be found on VDiQ's website for further information on how personal data is processed and stored.

Article 10. - Intellectual Property Rights

10.1. The Intellectual Property Rights relating to information that the Client provides to VDiQ in order to be able to execute the Agreement, are vested in the Client, unless the Client has instructed to vest these rights in another party or legal entity.

Article 11. - Confidentiality

11.1. VDiQ will treat information that it receives from the Client before, during or after the performance of the Agreement as confidential if this information can reasonably be considered confidential or has been explicitly designated as Confidential Information by the Client. VDiQ also imposes this obligation on its Employees and on Third Parties engaged by them for the performance of the Agreement.

11.2. The obligation of confidentiality shall continue to exist after termination of the Agreement for any reason whatsoever, and for as long as the disclosing party can reasonably claim the confidential nature of the information.

11.3. VDiQ has implemented and maintains appropriate technical and organizational measures to protect Client's data against unauthorized or unlawful processing, accidental loss, destruction or damage. These measures will be appropriate for the damage that may result from such incidents, taking into account the nature of the data to be protected. VDiQ will immediately notify Client of any security breach affecting Client's data and cooperate with Client in any investigation or recovery following the breach.

Article 12. - Liability

12.1. Complaint and insurance

If the Client wishes to assert that the Services provided by VDiQ are deficient or have caused damage, the Client must notify VDiQ in writing without undue delay and in any event within 30 days after the Client became aware or ought reasonably to have become aware of the alleged deficiency (the "Complaint"). No Complaint may be made later than one (1) year after the relevant Services have been completed. VDiQ maintains professional liability insurance with a minimum coverage amount of NOK 5,000,000 (five million Norwegian kroner). Upon reasonable request, VDiQ may provide information regarding such insurance. Any request by the Client for higher insurance coverage shall be subject to agreement and at the Client's expense.

12.2. Basis of liability

VDiQ shall only be liable for direct loss suffered by the Client as a result of proven negligence in the performance of the Services, to the extent permitted by applicable law. VDiQ shall not be liable for any indirect or consequential loss, including but not limited to loss of profit, loss of savings, loss of opportunity, or business interruption.

12.3. Limitation of liability

VDiQ's total aggregate liability arising out of or in connection with an assignment shall in all cases be limited to the lower of the following amounts:

- (i) the total fees paid by the Client to VDiQ in the relevant assignment; and
- (ii) the amount paid out under VDiQ's professional liability insurance in the relevant case.

VDiQ's liability is in all cases limited to the work performed by VDiQ itself.

12.4. Maximum liability in absence of insurance coverage

If, for any reason, no payment is made under VDiQ's professional liability insurance, VDiQ's total liability shall in all cases be limited to NOK 50,000 (fifty thousand Norwegian kroner), excluding VAT.

Article 13. - Changes to General Terms and Conditions

13.1. VDiQ reserves the right to change or supplement these General Terms and Conditions. Changes also apply to Agreements already concluded, taking into account a period of 30 days after the announcement of the change. If the Client does not accept the changes, the Client has the right to terminate the Agreement before the changes take effect.

13.2. Changes will be announced via <https://www.vdiq-ip.com/>, by email to Client, or another channel of which VDiQ can prove that the announcement was sent to Client. Non-substantive changes of minor importance can be implemented at any time and do not require notification.

Article 14. - Final provisions

14.1. The Agreement is governed by Norwegian law.

14.2. Any disputes arising out of or in connection with this agreement shall be sought to be resolved through negotiations between the parties. If these negotiations are unsuccessful, the parties agree that such disputes shall be brought before Sør-Rogaland District Court.

14.3. In these General Terms and Conditions, "written" also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

14.4. If any provision in the Agreement or General Terms and Conditions proves to be null and void, this shall not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the Parties shall establish (a) new provision(s) as a replacement, which shall give effect to the intention of the original provision as much as legally possible.

14.5. VDiQ is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over VDiQ or VDiQ's business activities.

14.6. In the event of any discrepancy between the English text of these General Terms and Conditions and a version thereof in another language, the English text shall be binding.

14.7. In the event of any conflict between an Order Confirmation and these General Terms and Conditions, the Order Confirmation shall prevail, unless expressly agreed otherwise.

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