



# Terms and Conditions.

## 1. INTRODUCTION

The present Agreement contains standard conditions regulating professional cooperation with the companies of INTELS GROUP S.A. engaged in protection of intellectual property in all countries of INTELS GROUP's presence, as well as with its Clients, unless otherwise specifically provided for in the contracts concluded earlier between the said parties. In addition, this Agreement sets forth the procedure of communication for the purpose of rendering professional services on behalf of the Clients.

## 2. ABOUT US

2.1 INTELS GROUP S.A., located at 17 GAPPENHIEHL 5335 MOUTFORT LUXEMBOURG, VAT: LU 20015179, is solely authorized to conclude contracts on behalf INTELS GROUP S.A., unless otherwise specified in writing. Such business communications with any of the companies, affiliated with INTELS GROUP S.A., as forwarding of instructions or orders, will be considered as establishment of contractual relations between the Client and INTELS GROUP S.A., unless otherwise specified in writing.

2.2 INTELS GROUP S.A. is the owner of the network of companies specializing in rendering assistance to the Clients on any issues related to protection of intellectual property. INTELS GROUP S.A. renders professional services both through its own offices and a network of branches. These services are rendered by INTELS GROUP S.A. through legal counsels, lawyers, experts, patent and trademark attorneys and other specialists practicing in its companies and branches.

2.3 At the moment INTELS GROUP S.A. is represented in the following countries: Luxembourg, Russia, Ukraine, Latvia, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kirghizia, Lithuania, Moldova, Tadjikistan, Turkmenistan, Uzbekistan and Estonia.

2.4 More detailed information on our offices and professional services is available on our Internet site: [www.intels.ru](http://www.intels.ru)

### **3. CLIENTS**

3.1 For the purpose of this Agreement, the "Client" shall mean any legal entity or physical person, which/who directly contacts any of the companies affiliated with INTELS GROUP S.A., with requests for rendering of professional services both in his/her/its name and on behalf of a third party. In case the Client acts on behalf of a third party, we reserve the right to request relevant confirmation of his/her/its authorities for representation of the interests of the Principal, inter alia, for forwarding of instructions and orders, while the Client hereby consents to cooperate with INTELS GROUP S.A. in the capacity of an agent of the Principal.

3.2 The Client shall be responsible for payment of any invoices of INTELS GROUP S.A., issued for services rendered in accordance with instructions and/or orders of the Client, even in case the invoices are billed on the name of a third party at the request of the Client.

3.3 In accordance with the current legislation of the European Union, INTELS GROUP S.A. is obliged to perform identification of our Clients. For this purpose we reserve the right to request documents, confirming the identity of the Client and/or confirmation of his/her/its authorities for forwarding of instructions and/or orders.

3.4 Consenting to the terms of this Agreement, the Client hereby confirms his/her/its consent for receipt of any written notices, including e-mail messages, relating to document flow management and payment of invoices.

### **4. INSTRUCTIONS**

4.1 For the purpose of efficient and timely rendering of services, the Clients shall provide INTELS GROUP S.A. with the exact, timely, legible and exhaustive instructions. Preference will be given to written instructions sent by e-mail. The Client shall reconfirm verbal instructions in writing. In case the Client fails to reconfirm the instructions in writing, then INTELS GROUP S.A. will forward its own understanding of the Client's verbal instruction in a written notice, which shall be thereafter approved by the Client.

4.2 Unless otherwise stipulated in additional agreements, it is hereby acknowledged that all physical persons, forwarding instructions on behalf of the Client, are duly authorized for sending such instructions to INTELS GROUP S.A.

4.3 If, by the deadline to take the appropriate actions in respect of an object of the Client's intellectual property, this deadline being unextendable or unrestorable, the Client fails to give an appropriate instructions, and in the absence of general instructions applicable in such situations, then INTELS GROUP S.A. will abstain from any further steps and disclaim all and any liability for failure to restore procedural time limits.

4.4 INTELS GROUP S.A. shall not be liable for any loss resulted from delayed, incomplete or insufficient instructions of the Client.

4.5 INTELS GROUP S.A. shall be responsible for exact and timely informing the Client on the deadlines and procedural time limits. Taking into consideration that INTELS GROUP S.A. applies all possible means of communicating the time limits to the Client, INTELS GROUP S.A. disclaims further responsibility for continuous reminding the Client on the necessity of giving appropriate instructions.

## **5. FEES AND EXPENSES**

5.1 Unless otherwise specified in writing, at the request of the Client INTELS GROUP S.A. will communicate the fees for its services based on the approved schedule of charges at any time. Fees for services of INTELS GROUP S.A. are valid and fixed for the entire calendar year and may be expressed in US Dollars, Euros or Russian Rubles. Fees for our services for the next calendar year are communicated to all of our regular partners or Clients. During the year there might be changes both in amounts of national official fees and in currency exchange rates. INTELS GROUP S.A. hereby reserves the right to apply such changes to its fees without prior notice to the Client by way of reflecting the exchange rate differences in invoices.

5.2 The Client shall be responsible for earlier negotiated expenses of INTELS GROUP S.A. payable to third parties in advance as instructed by the Client. Such expenses may include official fees of local PTOs, litigation fees, costs of various expert opinions, analyses or services of other parties, including the cost of documents' translation. Such costs may also include the cost of telephone or fax communications, the cost of photocopying, courier services, mailing costs, business trips and representation expenses. All of such costs shall be treated as overhead costs and INTELS GROUP S.A. hereby reserves the right to request advance payment after validation with the Client.

5.3 For the purpose of rendering assistance to the Client in keeping its budget limits in case of inclusion of non-fixed rates in the invoices, upon request, INTELS GROUP S.A. will present to the Client an interim calculation of costs prior to commencement of any works on behalf of the Client. Such calculation will be based on information available at the date of such request. In such a case, the works will be commenced only after the Client's approval of previously calculated costs, which will be the basis for issuance of the invoice, provided that the Client will not introduce any changes in calculations after the works are started.

5.4 If, in the course of works, it becomes evident that actual costs significantly exceed the amount of interim calculations, then INTELS GROUP S.A. will request the Client's consent for an increase of the amount of costs. In case it is infeasible to calculate the exact preliminary amount in relation to certain type of works, then the Client will be notified on the same in advance prior to commencement of such works. All such works will be suspended until the Client consents to such cost increase.

## **6. INVOICING**

6.1 INTELS GROUP S.A. will issue invoices for payment of earlier agreed costs immediately after receipt of relevant instructions, except for cases, where prior receipt of the Client's consent is required.

6.2 Upon receipt of the Client's instruction on issuance of invoices and collection of payments from another legal entity or physical person specified by the Client, INTELS GROUP S.A. will execute such instructions, stating that the Client shall be solely and completely liable for such payment without any exceptions.

## **7. PAYMENT TERMS**

7.1 At any time INTELS GROUP S.A. may request payment of its fees and coverage of its costs against invoices issued for this purpose. Total amount of fees and costs payable to INTELS GROUP S.A. may exceed the amount actually invoiced to the Client, and, therefore, additional payments to cover such exceedance may be requested from the Client. In case such payment order is issued, any works assigned by the Client for execution will commence only after the payment due date is agreed between the parties.

7.2 All invoices, other than those mentioned above in p. 7.1, shall be paid within 30 days from the date of the invoice, unless otherwise specifically provided for in writing.

7.3 In case any invoice is not paid in full within 30 days from the date of the invoice or within a period agreed in writing between INTELS GROUP S.A. and the Client, then, without prejudice to any other rights or remedies so available:

INTELS GROUP S.A. reserves the right to accrue the interests at a rate of up to 15% per annum on the amount of the delayed payments, as well as initiate enforcement of debt recovery in case the invoice payment is delayed for more than 60 days.

INTELS GROUP S.A. reserves the right to request the Client to cover all expenses caused by such debt recovery procedures, including costs for legal services from the part of the attorney/Client, as well as the interests accrued on delayed payments. Any measures purported by INTELS GROUP S.A. for recovery of indebtedness may trigger additional costs for the Client.

INTELS GROUP S.A. reserves the right to suspend or terminate rendering of all or any services to the Client (as well as instruct third parties, engaged in fulfillment of the Client's order, to do so) and withhold documents of the Client until the issued invoices are duly paid. This remedy shall not limit the right of INTELS GROUP S.A. to issue invoices for any works completed before such suspension or termination of services.

Hereby the Client unconditionally agrees that INTELS GROUP S.A. has the right to apply to the court, judicial tribunal or the court's secretariat as the legitimate representative or the agent of the Client.

INTELS GROUP S.A. hereby reserves the right to introduce changes in any agreed deadlines and payment terms, including the condition of crediting and granting of rebates.

INTELS GROUP S.A. hereby reserves the right to address all interested parties directly for the purpose of any disputes resolution.

7.4 In case the Client does not object or disagree with the amount of the issued invoice within 30 days from the date thereof, INTELS GROUP S.A. reserves the right to consider the invoiced indebtedness as acknowledged by the Client.

7.5 In case of any changes in financial solvency or credit status of the Client for any reasons whatsoever, INTELS GROUP S.A. reserves the right to revise payment terms.

## **8. COPYRIGHTS**

8.1 All texts, drawings, works of art and literature, databases and special rights for databases (according to Directive 96/9/EC of the European Parliament and the Council of the European Union dated 11 March 1996 on legal protection of databases) created in the course of rendering of professional services by INTELS GROUP S.A. are protected by copyright legislation, unless otherwise stated in written form.

## **9. FILES, DOCUMENTS AND ELECTRONIC MATERIALS**

9.1 Files (documents), created in the course of rendering services to the Client, are the property of INTELS GROUP S.A.

9.2 Documents and other materials may be stored in electronic and any other formats. The copies of original documents will be forwarded to the Client in accordance with instructions, any other documentation will be stored in electronic form.

9.3 Paper copies of documents, including original documents, if not claimed by the Client, will be kept for five years, while electronic files will be stored for at least ten years after completion of works or services in accordance with instructions of the Client.

9.4 The copies of our files may be made available to the Client at his/her/its request and at the expense of the Client. When negotiating the cost of such files, their copies will be provided to the Client.

## **10. CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION**

Any information, made available by the Client to INTELS GROUP S.A., shall be used exclusively for the intended purposes. Such information shall be treated as strictly confidential and may be disclosed by INTELS GROUP S.A. only with prior consent of the Client, or in accordance with requirements of applicable legislation or legislative instruments, as well as in case such information is in public domain.

## **11. PROFESSIONAL LIABILITY**

11.1 Services, rendered by INTELS GROUP S.A. and its responsible officers or branches, are subject to the professional policy of general liability

insurance. The insurance certificate may be presented at the request of the Client.

11.2 In case of any delays in execution of works assigned by the Client, or in case of their infeasibility due to any circumstances beyond reasonable control of INTELS GROUP S.A., INTELS GROUP S.A. shall not be liable to the Client for such defaults. In addition to that, INTELS GROUP S.A. shall not be liable for indirect loss or economic losses as a result of reduction of commodities turnover, lost profits or deterioration of corporate reputation, as well as claims of third parties.

## **12. CONFLICT OF INTERESTS**

12.1 Upon receipt of new instructions or orders from the Clients, INTELS GROUP S.A. will examine such instructions in terms of potential conflict of interests between the parties. Judicial decisions and other consultancies provided by INTELS GROUP S.A. may not be based on any confidential information of any other party, the interests of which are represented by INTELS GROUP S.A.

12.2 In case fulfillment of any instruction of a new Client is in conflict with the interests of any other party, already represented by INTELS GROUP S.A., or a new Client requests disclosure of any confidential information of another party, the interests of which are already represented by INTELS GROUP S.A., we may deny rendering services to such new Client due to the conflict of interests.

12.3 In case of any conflict of interests between two Clients represented by us, such Clients will be duly notified on such conflict and INTELS GROUP S.A., in its turn, will discontinue rendering services to such two parties in this particular case, unless otherwise agreed upon in writing.

12.4 In case the conflict of interests is acknowledged, but the refusal of INTELS GROUP S.A. to provide urgent services may inflict continuous or irreparable damage to the Client's business, then INTELS GROUP S.A. will continue providing only urgent or emergency services so that the Client could find an alternative representative as soon as practicable.

12.5 Commencement of any commercial conflicts in the course of representation of the interests of competing Clients on different cases and in different countries, or handling of regular orders or conduct of searches in regular course of business shall not be acknowledged by INTELS GROUP S.A. as a conflict of interests. In such cases INTELS GROUP S.A. will

continue rendering services with due monitoring of potential conflict of interests. Taking into consideration the fact that INTELS GROUP S.A. handles a large number of cases related to protection of intellectual property rights in more than 30 countries, the Clients are hereby recommended to provide timely notices on their competitors for the avoidance of potential conflict of interests.

### **13. ANTI-CORRUPTION POLICY**

13.1 Offering of cash, gifts, rendering of any services, as well as invitation for participation in any entertainment events may be acknowledged as an intention to influence the decisions of state officials or the Clients. Acceptance of gifts or cash from any parties in order to facilitate due handling of cases or provide any advantages is a serious offence, which may result in fines for the company and, probably, imprisonment of physical persons. In any circumstances, INTELS GROUP S.A. considers offering or taking bribes unacceptable, as well as any other forms of inappropriate remuneration. The activities of INTELS GROUP S.A. are in full compliance of applicable anti-corruption legislation.

### **14. CONSENT TO THE TERMS AND CONDITIONS**

14.1 In the Client has any questions or requires any clarifications on the terms and conditions of this Agreement, please immediately forward such questions and requests to us. The terms and conditions of this Agreement shall remain valid through the date of conclusion of subsequent instrument on termination of this Agreement, or additional written agreement or amendment hereto.

14.2 By sending any instruction for execution of works and confirming your consent with the amount of interim calculations, the Client hereby agrees on the terms and conditions of this Agreement on cooperation with INTELS GROUP S.A.

### **15. TERMINATION OF SERVICES**

15.1 The Client may discontinue cooperation with INTELS GROUP S.A. at any time. In order to discontinue document flow management, the Client shall send written notice to INTELS GROUP S.A.. Any verbal instructions on this issue shall be reconfirmed in writing. Prior to sending the notice on termination of further cooperation, the Client shall remain liable for payment of all and any fees, duties and compensation of costs for already completed works and services.



15.2 In case the Client terminates cooperation with INTELS GROUP S.A., INTELS GROUP S.A. reserves the right to retain documents and files being the property of the Client until all fees and duties are paid in full.

## **16. APPLICABLE LAWS AND JURISDICTION**

Applicable legislation of the EU and the laws of Luxembourg shall apply for the purpose of settlement of all and any disputes, which may arise in the course of fulfillment of this Agreement.