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## GENERAL POWER OF ATTORNEY

The undersigned,

Nutreco IP Assets B.V.  
Veerstraat 38  
NL-5831 JN Boxmeer  
The Netherlands

wishing to obtain protection through  
patents, trademarks,  
designs or  
to request administrative reviews, file oppositions or  
to have FTO (freedom to operate) assessments carried out,

hereby authorize

**HÅMSØ PATENTBYRÅ AS**

**P.O.BOX 171, NO-4301 SANDNES, NORWAY**

or anyone he may authorize to represent us before the  
Norwegian Industrial Property Office, or other relevant  
authorities in Norway or other countries, in all that con-  
cerns industrial property rights and, on our behalf, to  
receive announcements and other procedural commu-  
nications relating to the protection, all in  
accordance with existing law

The Attorney is also authorized to withdraw the appli-  
cation/commission.

The Attorney is authorised to transfer this power of at-  
torney to another agent.

The Power and the general conditions concerning  
commissions also apply to separated, divisional and  
additional applications as well as corresponding appli-  
cations which are pursued in other countries.

We are informed of and accept the general conditions concerning commissions quoted on  
the reverse side of this document.

  
\_\_\_\_\_  
Signature of applicant

Stranget, 10.12/2018

Place and date

A. OBACH

Name in printed letter

Position: MAN. DIR.

No legalization

*General conditions concerning commissions quoted on the reverse side of this document.*

# General conditions concerning commissions

## Commission

1. Håmsø Patentbyrå AS (hereafter called *HP*) shall safeguard the *Principal's* interests and rights and shall carry out the commissions received with due diligence and in a professional manner. Where proper and prudent professional custom so dictates, *HP* shall keep information received from the *Principal* secret.

*HP* may expect close cooperation with the *Principal* who will provide detailed information on the case concerned. When the commission concerns an application for Intellectual Property Right, the *Principal* shall inform *HP* of the extent of the commission, of any relevant circumstances in his possession, and of any previously filed applications and publications relating to the same field.

It is the *Principal's* responsibility that he has in his possession, to the extent required by the commission, the subject of the commission (the invention, design, trademark etc.) including case material, such as drawings and other documentation, handed over to *HP*.

*HP* shall conduct background searches into earlier rights, prior art or designing only on the basis of a specific agreement to that effect.

*HP* shall possess such competence that *HP* may carry out the commission to satisfaction. The *Principal* shall provide *HP* with the necessary powers of attorney.

2. *HP* shall carry out the commission without any unnecessary delay.

## Payment

3. If fee has not been agreed in advance, *HP's* fee shall be the same as that normally charged by *HP* in similar cases.

Services provided will be invoiced upon completion of the commission (case forwarded to the Patent Office). Upon abandonment or closure of cases, the *Principal* acknowledges and accepts that invoices may be issued for work performed which has not previously been invoiced.

Before proceeding with an application abroad, a specified up-front payment must be made.

Standard terms of payment are date of invoice + 14 days. *HP* must agree any deviation.

*HP* is entitled to request advance payment before any measures are taken.

In the event of neglected payment or payment refusal on the part of the *Principal*, *HP* may suspend further handling of all the *Principal's* commissions until receipt of payment.

## Technical Information Contents - Responsibility

4. When documents prepared by *HP* are submitted to the *Principal* for consideration and comments, the *Principal* shall check the technical accuracy and the accuracy of the contents of such documents.

*HP* is entitled to assume that the *Principal* fully accepts the contents of such documents, unless the *Principal* states otherwise without delay.

5. *HP* shall keep the *Principal* informed of the handling of the case. The *Principal* shall provide *HP* with information required for handling the case.

## Time limits

6. If there is a time limit to be observed in the case, the *Principal* must provide all relevant information in time in order to allow the work to be carried out with all due diligence. Both *HP* and the *Principal* shall observe official time limits of which they have been informed.

If the *Principal's* instructions are not received well within the time limit, *HP* shall, where possible, apply for an extension of time, unless the circumstances indicate otherwise. *HP* is entitled to a reasonable fee for such measures.

If the commission or instructions reach *HP* too late, *HP* is free from all liability for not having dealt with the commission in time.

## Third party engagement

7. *HP* is entitled to engage a third party for carrying out the commission or part thereof. In such a case, *HP* shall see to it that such a third party is bound by the same secrecy obligation as *HP*. *HP* shall appoint the third party with all due diligence. *HP* is not responsible for work carried out by such a third party unless the third party has acted under the supervision of *HP*.

## Complaints

8. If the *Principal* wishes to claim that the work carried out by *HP* is incorrect or has caused damage, the *Principal* shall inform *HP* immediately and within 30 days after the *Principal* has or should have noticed the error (complaint). The complaint must, however, be made within one year after the work covered by the complaint was completed.

If *HP* by negligence causes the *Principal* to suffer an economic loss, *HP* shall compensate for any such proved loss by a maximum amount of up to NOK 5 (-five-) million. Where it is not possible to determine the extent of such a loss, *HP's* liability shall be limited to the amount that the *Principal* has paid *HP* in the case.

*HP* shall have a current liability insurance coverage amounting to NOK 5 (-five-) million. If the *Principal* wants more extensive insurance protection, the *Principal* will carry the extra cost involved.

## Resigning from the commission

9. *HP* shall have the right to resign from the commission if the commission has been essentially changed or extended in respect of its contents. *HP* shall also have the right to resign from the commission if the *Principal* requires *HP* to act against good professional ethics. *HP* shall likewise have the right to resign from the commission when there is a risk of conflict of interest between two or more of *HP's* principals. After resigning from the commission, *HP* is under no obligation to forward any communications that he may still receive in the matter, to review them, or to respond to them. The same rules apply if the *Principal* has issued instructions to the effect that the case should be abandoned or the commission removed from *HP's* records. *HP* shall have the right to obliterate all case documents 6 months after case has been terminated.

## Restrictions

10. The *Principal* is expected to observe communications concerning time limits for maintaining or renewing a Property Right. Where the *Principal* wishes a Property Right to be maintained, he is expected to provide *HP* with necessary instructions for maintaining the right well before the expiry of such a time limit, even though he has not received a reminder in respect of maintenance or renewal.

The *Principal's* instructions for maintaining or abandoning a right shall be in writing, complete and clear.

If an instruction commission and any requested payment have not been received in time, *HP* is entitled to conclude that the *Principal* wishes to withdraw the intellectual property right.

At any transfer of payment via bank or post it is the *Principal's* responsibility to ascertain that payment is registered as received by *HP*.

## Information duty

11. All communications shall be sent to the address as last stated by the *Principal*. The *Principal* shall inform *HP* of any change of address. If *HP* is unable to reach the *Principal* because he has not been informed of a change of address, *HP* is under no obligation to act in the matter. *HP* is not responsible for a case, which has lapsed because of failure to inform of a change of address.

12. The *Principal* hereby declares that he understands and accepts that his name, address, telephone number, fax number, e-mail address and other relevant personal data in accordance with the specifications of in the Personal Data Act, are collected, processed and stored by *HP* through electronic data processing on electronic media or other media, on-line or manually.

## Dispute

13. Any disputes arising from this agreement shall be sought to be resolved through negotiations between the parties. Should such negotiations be unsuccessful, the parties agree on the municipal court of Sandnes, Norway as forum convenience.