



By

**TOUROUDE  
& ASSOCIATES**

**General terms and conditions of sale  
GENERAL TERMS AND CONDITIONS OF SALE - FEE AGREEMENT  
of the website " YesMyPatent " by Touroude & Associates - Industrial Property firm for the services " protect your  
invention ".**

Preamble:

The User of the " YesMyPatent " Website wishes to use the services of Touroude & Associates - Industrial Property Attorney and European Patent Attorney - to carry out a patentability study, to draft and file a French patent application with the INPI.

In this context, the present General Terms and Conditions of Sale-Fee Agreement (hereinafter referred to as "GTC-Fee Agreement") are intended to set the rates for this Service and to specify the terms of payment, and are complementary to the General Terms and Conditions of Use (GTCU) of the Website.

With this in mind, the following has been agreed upon and determined:

**ARTICLE 1 - REMINDER OF THE GENERAL TERMS OF USE**

It is recalled that the User has accepted without reservation, by browsing the YesmyPatent site, the General Terms of Use (hereinafter "GTU") of the Site which are accessible on all its pages.

The User acknowledges and accepts that all of the Terms of Use of the Site are an integral part of these Terms of Service - Fee Agreement, in particular the articles mentioned below:

**5.1 (...)**

In order to confirm the creation of his account, the User must accept the GTC. To do so, he/she checks the box "By clicking on create, I declare that I have read and accepted the general conditions". By clicking on "general conditions", the GTC, UGC and GSS are displayed. The User takes note of them.

The User confirms his acceptance of the GTC, GTU and GSA and his request to create an account by clicking on "CREATE MY ACCOUNT".

(...)

**5.2.1 Patentability study**

Once the fields have been filled in, the User confirms his request by clicking on "SEND". (...)

If Touroude & Associates - European Patent Attorney and Industrial Property Attorney has indicated that it can take charge of the file and if the price is acceptable to the User, the User clicks on the "accept the quote" button and is directed to a window where he fills in his name and signature then clicks on the "sign and confirm" button.

The User is informed of the fact that the rules of the profession of Industrial Property Attorney require that the identity of clients be known. Consequently, the User accepts that this identification is a prerequisite to taking charge of the file.

The provision of legal proof of identity may be requested.

The User then chooses the method of payment: either immediately by credit card by clicking on the "pay now" button or by bank transfer.

If the User clicks on "pay now", he/she is redirected to the Secure Payment Solution page. He/she enters his/her bank details according to the indications provided by the Secure Payment Solution.

Once the payment is validated by the Secure Payment Solution, the User is redirected to a page on the Site confirming the order.

If the payment fails or the process is abandoned, the User is redirected to a page on the Site confirming the failure of the payment.

If the User chooses to pay by bank transfer, he/she will receive an e-mail confirming the order after the funds have been received in the bank account of Cabinet Touroude & Associates. This operation may take several working days and the order will only be definitively validated upon confirmation of the receipt of the funds.

Only the full payment of the quote by the User, by credit card or bank transfer, is considered as a valid order.

In case of impossibility to answer within the time limit, Cabinet Touroude & Associates sends an e-mail within 7 working days following the receipt of the payment and informs of a new deadline.

(...)

The User having a patentability study carried out via YesMyPatent by Cabinet Touroude & Associates, according to step 5.2.1 of the present contract can order the drafting and filing of a French patent application to Cabinet Touroude & Associates by going to his account on the Site, in the patentability study file, by clicking on the activation link "I order my patent". The User can click on the number of stars he wishes to attribute to the Industrial Property Attorney for the performance of the patentability study.

The User having a patentability study carried out by another means than via YesMyPatent by the Cabinet Touroude & Associates according to step 5.2.1 of the present contract can order the drafting and filing of a French patent application to the Cabinet Touroude & Associates by clicking on the button "Starting at 2,200€ (excl. tax)" available on the home page. The User is then redirected to a form, in which he must fill in the following information:

"Load your patentability study" (...)

If Touroude & Associates has indicated that it can take charge of the file and if the price is acceptable to the User, the User clicks on the "accept the quote" button and is directed to a window where he fills in his name and signature and then clicks on the "sign and confirm" button.

The User is informed of the fact that the rules of the profession of Industrial Property Attorney require that the identity of clients be known. Consequently, the User accepts that this identification is a prerequisite to taking charge of the file. The provision of legal proof of identity may be requested.

The User then chooses his method of payment: either immediately by credit card by clicking on the "pay now" button or by bank transfer.

If the User clicks on "pay now" he/she is redirected to the page of the secure payment solution. He/she enters his/her bank details according to the indications provided by the Secure Payment Solution.

Once the payment is validated by the Secure Payment Solution, the User is redirected to a page on the Site confirming the order.

In case of payment failure or abandonment of the process, the User is redirected to a page of the Site confirming the failure of the payment, on which he can indicate the problem he may have encountered.

The user chooses to proceed with payment by bank transfer, he will receive an email confirming the order after receipt of funds on the bank account of Touroude & Associates. This operation may take several working days and the order will only be definitively validated upon confirmation of the receipt of funds.

Only the full payment of the quote by the User, by credit card or bank transfer, is considered as a valid order.

#### 5.2.2 Drafting and filing of a French patent application

Touroude & Associates - undertakes to communicate an answer or return to the User by e-mail within 7 working days following receipt of payment.

In case of impossibility to answer within the given time, Cabinet Touroude & Associates will send an e-mail before the 7 working days following the reception of the payment and will inform about a new deadline.

(...)

#### 7 - No right of withdrawal

In accordance with Article L 221-28 1° of the French Consumer Code, the User may not exercise his right of withdrawal for supplies of services fully executed before the end of the withdrawal period and whose execution has begun after prior express agreement of the User and express waiver of his right of withdrawal.

The User therefore formally acknowledges and accepts that, in all cases where he has expressly accepted the execution of the Service and expressly waived his right of withdrawal before the expiry of the said period, he will not be able to validly invoke this right.

#### ARTICLE 3 - FIXING OF FEES AND PRICES

When Touroude & Associates receives the User's order in accordance with the terms and conditions set forth in article 5.2 of the Site's GTC, it evaluates the price of the Service and issues an estimate in accordance with article 5.3 of the Site's GTC. The estimate will then set the amount of fees proposed and their payment terms

The fees of Touroude & Associates for a patentability study are calculated for a single Service, which includes the legal study of the patentability of an invention and a written response.

Touroude & Associates reserves the right to modify the prices indicated at any time, in particular in the event of a change in the VAT rate.

#### ARTICLE 4 – PAYMENT

The price is payable at the time of ordering.

The User accepts that payment of the price of the Service constitutes the unequivocal and express manifestation of his acceptance of the offer of Touroude & Associates.

The User pays for the order via the Ingenico e-Commerce Solutions secure payment solution or by bank transfer under the conditions set out in article 7.2 of the Site's GTC. The Payment Solution is secure. The confidential data are directly transmitted encrypted on the server of Ingenico e-Commerce Solutions and Touroude & Associates does not have access to these data.

#### ARTICLE 5 - SEVERABILITY

If any of the articles of these GTC-Fee Agreement should be invalid or unenforceable by virtue of a law or regulation or following a court decision, the other articles shall retain their full force and scope.

#### ARTICLE 6 - WAIVER

The fact that Touroude & Associates does not avail itself of one or more provisions of the present GTC-Fee Agreement does not imply a waiver of all the provisions of the said GTC-Fee Agreement.

#### ARTICLE 7 - DISPUTE RESOLUTION

For any dispute between the User and Touroude & Associates, the User may refer to :

- For any dispute relating to fees and expenses: the National Association of Industrial Property Attorneys
- In general, outside the jurisdiction of the President of the Compagnie Nationale des Conseils en Propriété Industrielle and for any dispute relating to the interpretation, conclusion or execution of the present GTC: the Courts of Meaux if the User is a trader; any other competent jurisdiction if the User is a consumer.

The present GTC-Fee Agreement can only be interpreted in its French version and is subject to French law.