

SUOMI -FINLAND (FI)

Patentit, hyödyllisyysmallit, tavaramerkit ja mallit
Patent, Utility Models, Trademarks and Designs
Patente, Gebrauchsmuster, Warenzeichen und Muster

VALTAKIRJA

Täten

POWER OF ATTORNEY

for

VOLLMACHT

für

tai määräämänsä valtuutetaan

or any one they may appoint as their
substitute

oder einen von ihnen ernannten Stell-
vertreter

sekä kaikessa, mikä asiaa/
hakemusta, tästä etuoikeudella
johdettuja, jakamalla erotettuja,
lohkaistuja ja muunnettuja
hakemuksia ja hakemus ten
perusteella myönnettyjä
suojaouikeuksia koskee, kantamaan
ja vas taamaan, hyväksyen kaiken,
minkä asiamies laillisesti tekee tai
tekemättä jättää.

and to act on my/our behalf in all pro-
ceedings concerning the case/ appli-
cation, applications derived by
priority, divided, separated and
converted from these and rights
granted on said applications, and
thereby I/we approve of any legal
actions taken or not taken by the
attorney.

und mich/uns in allem, was die Sache/
Anmeldung, davon mit Priorität
hergeleitete, abgeteilte, ausgeschiedene
und umgewandelte Anmeldungen und
auf Grund dieser Anmeldungen erteilte
Schutzrechte betrifft, zu vertreten,
indem ich mich/ wir uns mit allen
gesetzlichen Massnahmen des Anwalts
einverstanden erklären.

Kääntöpuolella olevat ehdot, YT
96, koskevat kaikkia
toimeksiantoja, joista asiamies
saattaa joutua huolehtimaan.

The YT 96 conditions overleaf apply
to any commissions the attorney may
undertake.

Die umseitigen Bedingungen, YT 96,
gelten für alle die Aufträge, die der An-
walt durchzuführen hat.

(Paikka, päiväys ja hakijan allekirjoitus)

(Place, date and applicant's signature)

(Ort, Datum und Unterschrift des Anmelders)

Ei vahvistusta

No legalization

Keine Beglaubigung

GENERAL CONDITIONS CONCERNING COMMISSIONS (YT 96)

1. The **Attorney** shall safeguard the Principal's interests and rights and shall carry out the commissions received with due diligence and in a professional manner. The Attorney shall keep information received from the Principal secret.

The Attorney shall be entitled to rely on receiving all necessary information concerning the case from the **Principal**. When the commission concerns an application for Intellectual Property Right, the Principal shall inform the Attorney 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.

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

2. The **Attorney** shall carry out the commission without any unnecessary delay. The **Attorney** is entitled to request advance payment before any measures are taken.

3. When documents prepared by the Attorney 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. The Attorney is entitled to assume that the **Principal** fully accepts the contents of such documents, unless the Principal states otherwise without delay.

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

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

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

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

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

7. If the **Principal** wishes to claim that the work carried out by the Attorney is incorrect or has caused damage, the Principal shall inform the Attorney accordingly within reasonable time 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.

An **Attorney** who by negligence causes the Principal to suffer an economic loss, shall compensate for any such proved loss by a maximum amount of **up to EUR 250 (two hundred and fifty) thousand**. Where it is not possible to determine the extent of such a loss, the Attorney's liability shall be limited to the amount that the Principal has paid the Attorney in the case.

The **Attorney** shall have a current liability insurance coverage amounting to EUR 250000.

8. The **Attorney** shall have the right to resign from the commission if the commission has been essentially changed or extended in respect of its contents. The Attorney shall also have the right to resign from the commission if the **Principal** does not fulfil his obligations or if the Principal requires the Attorney to act against good professional ethics. In such a case, the Attorney 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 the Attorney's records.

9. The **Attorney's** obligation to take measures after the Property Right concerned has been granted is limited to forwarding communications received in connection with said right. The Attorney is entitled to compensation for any services and expenses involved.

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 the Attorney 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 complete and clear.

If a commission and any requested payment have not been received in time, the Attorney is entitled to conclude that the **Principal** wishes to withdraw the commission.

11. All communications shall be sent to the address as last stated by the Principal. The **Principal** shall inform the Attorney of any change of address. If the Attorney is unable to reach the Principal because he has not been informed of a change of address, the Attorney is under no obligation to act in the matter. The **Attorney** is not responsible for a case which has lapsed because of failure to inform of a change of address. In the event of neglected payment or payment refusal on the part of the **Principal**, the **Attorney** may resign from the case.

12. Any **dispute** arising between the Principal and the Attorney shall be settled before a Court of Arbitration in Finland, whereby current Finnish law is applied to both the arbitration proceedings and the relation between the Principal and the Attorney.

Either party is, however, entitled to bring a matter concerning an overdue payment to a general court and execution authorities.