

Terms of Business

These terms of business apply to all work we, Mathys & Squire LLP, carry out on your behalf. To the extent that there is any inconsistency between these terms of business and the terms of our engagement letter, the terms of the engagement letter will apply. Your new or continued instructions will constitute your acceptance of these terms.

CONTRACTING PARTIES

1. We are Mathys & Squire LLP, a limited liability partnership registered in England and Wales under registered number OC335375 and having its registered address at The Shard, 32 London Bridge Street London SE1 9SG.
2. In these terms unless otherwise stated, references to “we”, “us” and “our” are references to Mathys & Squire LLP (“the LLP”). References to “you” and “your” are references to the person, firm, company or other body to which our engagement letter is addressed.
3. Your relationship is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No partner, employee or agent of the LLP will have any personal legal liability for any work done for you whether in contract, tort (including without limitation negligence) or otherwise. In particular, the fact that an individual partner, employee or agent of the LLP signs in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document.
4. By accepting these terms of business you agree not to make any claim against individual members of the LLP or its partners, employees or agents.
5. In these terms we use the term “partner” to refer to a member of the LLP or an employee or consultant of similar seniority. The use of the term “partner” shall not be construed as indicating that the members of the LLP are carrying on business in partnership under the Partnership Act 1890 or otherwise.
6. A list of the members of the LLP is available for inspection at our offices or upon request.

INSTRUCTIONS

7. We expect you to give us timely, complete and accurate information and instructions throughout the period of our contractual relationship; failure to provide timely instructions may result in the LLP applying urgency charges to the work being carried out. Please confirm all oral instructions in writing; notwithstanding your failure to confirm oral instructions in writing, we will be entitled to act upon your oral instructions and we will use our sole discretion in deciding whether to do so.
8. Unless you advise us in writing to the contrary, we shall be entitled to rely upon instructions and information provided by any of your employees, directors, officers or such other persons who hold themselves out as having the authority to provide us with such instructions or information on your behalf.
9. If you wish to acquire (or are otherwise interested in) patent, trade mark, registered design or similar rights overseas, we will normally instruct attorneys or other representatives in the countries concerned, to act on your behalf. Where appropriate to do so, we may also instruct attorneys or other representatives in the United Kingdom to act on your behalf. We will use our judgement in selecting appropriately qualified and experienced attorneys or representatives, but (without prejudice to the generality of Clause 33) we shall have no responsibility for any actions, errors or omissions on

their part. If you wish us to instruct a particular firm of attorneys or representatives in any country, or otherwise wish to be involved in the choice of firms, please let us know.

10. Patent Offices and Intellectual Property Law Statutes often impose strict time limits, and we shall have no liability for any failure by you to provide clear and complete written instructions early enough for us and, where applicable, the overseas attorneys or other representatives, to act within official time limits. We will normally advise you of time limits, and the actions or instructions that are required, but we do not undertake to give reminders. In the event of late instructions or late payments to us, additional fees and charges may be incurred.
11. Please notify us promptly of any change of your personnel or address, any change in ownership of rights, or any other change which may be relevant to the instructions you give us. Many such changes have to be officially registered. You acknowledge that the application process for patents, trade marks and registered designs can take a considerable time and that, when granted, such rights can remain in force for many years.
12. We will correspond with the most recent address that you have given us and we shall not be responsible if such correspondence fails to reach you.
13. We will not be bound by any time critical instructions or information unless we have confirmed receipt in writing and acknowledged that we can act within the time period concerned.

COMMUNICATIONS

14. We accept written instructions by post, fax or email. When correspondence is sent to us by fax or email it will be deemed to have been received by us at the time of receipt if this is during our normal business hours (09.00-17.30 UK time). If receipt of the fax or email occurs after 17.30 UK time it will be deemed to have been received at 09.00 UK time on the next working day in England and Wales following the day of transmission or sending.
15. It is our practice to communicate wherever possible by email. Although this is usually a very efficient means of communication there are inherent risks involved including issues of security, confidentiality, corruption of data and viruses. You agree that we will not be liable for any error, loss or claim arising as a result of the use of email correspondence. If you do not wish us to communicate with you by email please notify us in writing and confirm how you would like us to correspond and communicate with you.

MARKETING COMMUNICATIONS

16. We may use your contact details to keep you informed by post or email of recent developments in the firm and in those areas of intellectual property which we think may be of interest to you. Please let us know if you do not wish to receive such communications. Where it is a matter of public record that we act or have acted for you we may make reference to this in any publicity without seeking your express approval.

PROFESSIONAL FEES

17. All work, tasks, actions and attention provided by us are chargeable. These include without limitation telephone calls, reminders, meetings, maintaining databases of deadlines and actions, and reporting communications that we may receive. We will also charge for time spent travelling on your behalf and for all reasonable travel and subsistence expenses incurred in such travel.
18. The charging structure of the LLP combines a professional time charge for fee earners with a tariff of service charges for specific items such as the filing of patent, trade mark or design applications and incidental items such as document preparation and transmission. Our hourly rates are primarily based on the seniority and experience of the professional staff involved. Depending on the nature of the task(s) that you have instructed, we shall from time to time employ staff that we in our absolute discretion consider most appropriate. When initially engaged, we shall provide an indication of the staff we envisage employing and their rates at the time of engagement. However, our fees are revised periodically, and you should contact us in writing if you would like to know the current fees or the staff employed in any matter at any time. Should time-critical instructions arrive late, the LLP reserves the right to apply an appropriate urgency charge to the professional time incurred by our

fee earners, as well as to our service charges. The invoices we send to you will also include disbursements, such as Patent Office fees and the charges of overseas attorneys or representatives that we instruct on your behalf. Where these disbursements are not in pounds sterling, in invoicing these to you we will apply an exchange rate which reflects our costs and risks in making payments in foreign currencies. You should notify us promptly, in writing, if you have a query in relation to any of our invoices.

19. VAT is chargeable to UK clients on our fees and, where applicable, disbursements.
20. If requested we will provide an estimate of future costs. These will be provided in good faith based on knowledge existing at the time, but any estimate provided will not be binding, since costs may be affected by matters beyond our control and the amount of work involved often cannot be accurately forecast. Whilst we would not always charge for preparing the actual estimate itself, any time devoted to assessing the likely scale of work to be performed will be charged in full.
21. Until credit terms are agreed, we will require funds in advance related to the total expected costs in a particular matter. Unless you have made special arrangements with us, we will always require funds in advance to cover any disbursements (such as Patent Office Fees and overseas attorneys' fees) required to be paid on your behalf.
22. Invoices are payable by you within 30 days of the date of the invoice. We reserve the right to charge at any time interest on any account not settled within 30 days following the date of the invoice in accordance with the then current rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended or superseded (currently a rate of 8% per annum above the Bank of England base rate). We share debtors' payment history data with our credit reference agency. You will be liable for all our costs and fees (including legal fees on an indemnity basis) incurred in seeking to recover any debt.
23. If cleared funds to cover a disbursement have not reached our account before the last day on which the disbursement can prudently be incurred and we nonetheless elect in our absolute discretion to make the disbursement, we shall be entitled to make an additional disbursement handling charge of up to 10% of the amount of the disbursement.
24. If any payment due to us is not made by the due date for payment, we reserve the right to suspend further work, giving you notice that we have done so. Important and valuable rights may be lost if this happens, for which we shall have no liability, irrespective of whether we have specifically notified you of the loss of rights in question. Moreover, in circumstances where we have suspended work as a result of non-payment, we shall have no continuing responsibility to carry out any further work for you, or to deal with, or to forward to you, correspondence received by us.
25. For the avoidance of doubt, where you are instructing us on behalf of another party, you shall, irrespective of whether or not you have been paid yourself, remain liable for our fees (and any other sums due to us). In the event that you request us to render our invoices to another person for services performed on your instructions, you shall remain liable jointly and severally with that person for payment of those invoices. In this clause, where you are instructing us in your capacity as director or officer of a corporate entity "you" shall include yourself personally.

CONFIDENTIALITY

26. We will treat as confidential all information provided by you in relation to a specific engagement and will not disclose such information to any third party without your prior written consent, except as required to do so by law or by any person responsible for regulating our business, or unless the information is already in the public domain. However, you agree that we may disclose all such information to any overseas attorneys or third party advisers we instruct on your behalf in relation to a specific engagement and you also agree that we may disclose all such information to our insurers or professional advisers. For the avoidance of doubt, you agree that we may disclose all such information to patent offices, trade mark registries, design registries and the like in order to protect your Intellectual Property, and you acknowledge that this will normally result in publication of such information.

FILES

27. Our files may be destroyed when no longer needed. Please therefore tell us as soon as possible if you require the return of any papers or other materials supplied to us. We reserve the right to retain any papers and materials. Our files and the copyright in original material within them which we have produced remain our property.
28. If work is transferred from us to another representative acting on your behalf, and all payments due to us have been made, we will at our discretion either provide duplicate files at your expense or agree to hand over relevant extracts from the files, subject to an undertaking from your new representative that we will be given access to those extracts should such access be required by us in connection with actual or contemplated legal proceedings.

LIMITATION OF LIABILITY

29. Nothing in these terms shall limit our liability for:
 - a. death or personal injury caused by our negligence; or
 - b. fraud; or
 - c. any other liability which cannot be excluded or limited under applicable law.
30. Subject to Clause 29 above, we shall have no liability in contract, tort (including without limitation negligence) or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):
 - a. loss or damage arising from errors or omissions in information or instructions provided by, or on behalf of, you, or from errors or omissions in reputable third party information sources, such as patent, trade mark and designs databases;
 - b. any indirect or consequential loss or damage howsoever caused; or
 - c. loss or damage caused by your breach of these terms of business.
31. Subject to Clauses 29 and 30 above, our liability in contract, tort (including without limitation negligence) or otherwise whether arising out of, in connection with, or in relation to, any of our services, or the supply or non-supply of any services or otherwise, under or in connection with this agreement shall be limited to the lesser of:
 - a. Your direct loss; or
 - b. The limit of liability referred to in our engagement letter; or
 - c. The extent of our available professional indemnity insurance from time to time, details of which are available upon request.
32. Under no circumstances shall we be liable to you for the negligent acts or advice, or breach of contract of or by third party advisers or other third parties who may be instructed in relation to our work for you.
33. In the event that you are advised by one or more other professional advisers in relation to a matter on which we are engaged and a limitation of liability has been agreed in relation to one or more of them, our liability to you in connection with our engagement will not be increased because of the limitation of liability agreed with other such advisers. Our liability to you under or in connection with the engagement shall be limited to that proportion of the total losses suffered or incurred by you determined to be fair having regard to the extent of our responsibility for the losses in question and will, for the avoidance of doubt, be subject to the other limitations of liability set out in these terms of business.
34. Our advice and the work we undertake on your behalf is provided solely for your use and benefit and must not be copied to, used or relied upon, by any other party. We shall have no liability to any other person who may rely on any advice or opinion or other service which we have provided to you.

CODES OF CONDUCT

35. The LLP, together with its entire professional staff, is regulated by the Intellectual Property Regulation Board (IPReg) and bound by its Rules of Conduct. Our Patent Attorneys are also bound by the Code of Conduct of the Institute of Professional Representatives before the European Patent Office. Copies of the Rules of Conduct and the Code of Conduct are available upon request.

COMPLAINTS

36. We aim to provide you with a high quality and efficient service. If however you are dissatisfied with any aspect of our service, please let us know as soon as possible by contacting the partner in charge of your work. If the partner in charge of your work is unable to resolve the complaint to your satisfaction, he or she will refer the matter to our senior partner who will investigate the complaint promptly and advise you in writing of the action, if any, we will take to remedy the complaint on your behalf. If you remain dissatisfied with our response you should write directly to IPReg (www.ipreg.org.uk) on matters of misconduct, or to the Legal Ombudsman (www.legalombudsman.org.uk) on matters pertaining to service issues, asking them to assist in the resolution of the complaint.

GOVERNING LAW AND JURISDICTION

37. The contractual agreement in place between you and us, as set out in these terms of business and our engagement letter, and any dispute arising out of or in connection with our contractual agreement or its subject matter, shall be governed by and construed in accordance with the law of England and Wales.
38. You and we agree that, solely for our benefit, the courts of England and Wales shall have exclusive jurisdiction over any claim brought by you against us arising out of or in connection with the contractual agreement established by these terms of business and our engagement letter.
39. We may bring proceedings against you for the recovery of monies owing to us, and we may enforce our rights in any jurisdiction, including (without limitation) any jurisdiction in which you are resident, domiciled, incorporated or have assets, and you irrevocably and unconditionally submit to such jurisdiction.

GENERAL PROVISIONS

40. When we are working for you in acquiring patent rights for you, a partner or employee of the LLP may from time to time make an invention based on or prompted by information provided by you in confidence to the LLP. In such event, in consideration of fees charged under Clause 17 and paid or agreed to be paid by you, the LLP agrees to assign to you and to the extent permissible in any jurisdiction hereby assigns to you any and all rights in such invention as may from time to time be owned by the LLP.
41. Unless otherwise agreed in writing these terms of business, as revised by us from time to time, will apply to all future engagements between us. The latest version of the terms will be available on our website. Your provision of instructions subsequent to notification of these terms shall be deemed acceptance of them. The terms may only be varied with the authority of a partner of the LLP.
42. In the event that any of these terms of business is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.

Mathys & Squire LLP
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