

Terms of Business

Bartle Read Ltd

1. Introduction

1.1 Thank you for your interest in Bartle Read Ltd. We are a firm of patent and design attorneys. Work that we carry out for you will be subject to these Terms of Business, which are intended to form the basis of our working relationship.

1.2 Bartle Read Ltd is a limited company registered in England and Wales under number 08876313. Our registered office is at Castle Chambers, 43 Castle Street, Liverpool, L2 9TL, United Kingdom.

1.3 These Terms shall supersede any previous terms of business that we have had with you and shall continue in force unless and until they are replaced with other terms of business notified by us to you in writing.

1.4 These Terms shall apply to all matters in respect of which we perform professional services for you. By giving us instructions, or by allowing us to commence work on your behalf, you shall be deemed to request that we perform services for you on the basis of these Terms. If we agree to perform any such services for you there will be a contract between us and that contract shall be governed by these Terms. We shall not, however, be obliged to accept any such instructions. Each matter in respect of which we perform services for you may at our option be treated as a separate contract between you and us.

1.5 Any variation of these Terms agreed upon between you and us shall take effect only where it has been recorded or accepted by us in a written communication with you. Subject to any such agreed variation, every contract between us shall be subject to these Terms to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

1.6 Herein:

- a. "Terms" refers to the terms of business set out in this document;
- b. "We", "us", "our" and like terms refer to Bartle Read Ltd;
- c. "You" are our client and terms such as "your" shall be correspondingly construed.

E : office@bartleread.co.uk
T : +44(0)151 268 5822
F : +44(0)151 211 1900
W : www.bartleread.co.uk

A : Bartle Read
Liverpool Science Park
131 Mount Pleasant
Liverpool L3 5TF
United Kingdom

2. Our obligations

2.1 The Directors of Bartle Read Ltd are Chartered Patent Attorneys and European Patent Attorneys.

2.2 As Chartered Patent Attorneys we are regulated by the Intellectual Property Regulation Board (“IPREG”) and are bound by its rules of conduct which can be found on IPREG’s website www.ipreg.org.uk.

2.3 As European Patent Attorneys we are regulated by the Institute of Professional Representatives before the European Patent Office (“epi”). Details of epi’s professional rules can be found on its website www.patentepi.com.

3. Identity of our client

3.1 Unless otherwise agreed by us in writing, we shall be entitled to assume that the person (which may be a natural person, company or other organisation having legal personality) providing us with initial instructions in a matter is our client. If we accept instructions from a firm or individual which is itself acting for another party, as for example lawyers, UK or overseas patent attorneys or agents, then in the absence of written agreement to the contrary the firm providing those instructions shall be our client.

3.2 Applications for patents and other rights can be made in joint names but in the absence of agreement to the contrary we will in such situations report to and take instructions from a single client. We recommend that in such cases you should nominate a party that will be our client but in the absence of such nomination we shall be entitled to report to and take instructions from only the applicant first named in the relevant application. In the absence of contrary agreement, all applicants shall be jointly and severally responsible for payment of our charges and costs.

3.3 Unless instructed to the contrary we will render our charges to our client. If our client requests that our invoices be directed to another party we shall consider the request and accept or decline it at our sole discretion, but our client shall in any event be liable for the full invoiced amounts, if not promptly settled by the other party.

4. Instructions

4.1 We rely on you, our client, to give us timely, complete, comprehensible and accurate instructions. Misunderstandings can occur where instructions are given orally. While we do accept instructions given orally, we recommend that you should confirm all oral instructions in writing. We accept no liability in respect of instructions not received by us, or confirmed by us, in writing. It is your responsibility to ensure that your instructions reach us and you should not

assume that we have received and are acting upon your instructions unless and until you have received specific confirmation from us.

4.2 Where you provide us with information we shall be entitled to rely upon its accuracy and shall not be required to verify it unless instructed to do so. We shall not be liable for any loss or damage incurred due to our reliance on information provided by you.

4.3 You should be aware that the proceedings that we handle on clients' behalf, and in particular the process of applying for a patent, normally last several years. During such period there are normally multiple points at which we require instructions from you. Lengthy periods of inactivity may be followed by events requiring urgent action by us and by you.

4.4 Patent Offices and other official bodies impose time limits and failure to meet these limits can be fatal to the rights concerned. It is our responsibility to inform you of time limits and of actions or instructions that are required but we do not undertake to give reminders and shall not be obliged to incur costs on your behalf or to take other action in the absence of your instructions. We accept no liability if you do not provide instructions that are clear, complete and early enough to enable us to implement them within official time limits.

4.5 If we receive instructions from you close to an official deadline it is possible that we will not be able to implement your instructions in time and we shall have no liability for any resultant loss or damage. Attending to matters late or close to a deadline may involve additional costs due to urgency charges made to us by third parties and/or costs associated with obtaining extensions of time and/or for other reasons. All such charges will be passed on to you.

4.6 Where patents, patent application or other rights or matters that we handle for you cease to be of value or interest to you, we recommend that you advise of this and, if appropriate, instruct us to abandon or withdraw them in order that we can take steps to prevent or minimise subsequent expenditure.

4.7 Unless practical considerations dictate otherwise, we recommend that you nominate an individual within your organisation to act as a primary point of contact for us. Whether or not such a nomination is made, it is often necessary for us to liaise with and accept instructions from multiple individuals within a client organisation. Unless instructed to the contrary in writing we will assume that any individual within your organisation that provides us with instructions is entitled to do so.

4.8 Unless instructed that any of your patents, patent applications or other rights is to be allowed to lapse, we shall be entitled but not obliged to assume that you wish all such rights to be maintained and to take action accordingly. You shall be responsible for our charges and costs in taking such action.

4.9 To ensure that we are able to contact you when necessary it is important that you inform us promptly of any change in relation to:

(a) any primary contact; and

(b) your contact information – name, address, email address, telephone or fax numbers.

We accept no responsibility for any loss of rights or other damage incurred as a consequence of our use of outdated contact information where we have not been advised that such information has changed.

4.10 You should also be aware that some such changes should be recorded at the Patent Office and/or at other official bodies. You should also advise us of any transaction or other event affecting ownership of your patents or other rights, which again may need to be officially recorded.

5. Instruction of third parties on your behalf

5.1 While carrying out services for you it may be necessary for us to instruct third parties to act on your behalf. These third parties may, for example, include overseas patent attorneys or lawyers, external search firms, translators and renewal fee agents. We shall be entitled to instruct such third parties directly on your behalf. In some cases it may be necessary for you to sign a power of attorney or other document appointing the third party to act for you.

5.2 Such third parties are not part of Bartle Read Ltd. Whilst we shall endeavour to select third parties whose performance and expertise we regard as being of good quality, we will not be liable for any loss, liability, cost or expense arising from any negligence or other act or omission on the part of such third parties.

6. Renewals

6.1 You should be aware that periodic payments, (“renewal fees”) must be made to keep patent rights in force. In some countries these are payable only after grant of the patent. In other countries they are due while a patent application is pending. Unless otherwise specifically agreed by us, our service does not extend to issuing you with reminders of renewal fee deadlines, nor to payment of renewal fees. Our standard practice is to refer cases that we handle which require renewal fee payments to specialist renewal agents. You hereby authorise us to instruct renewal fee agents suitably on your behalf. You should be aware that the renewal fee agent will require your timely instructions and payment to avoid loss of rights.

6.2 Please be aware also that we may receive a commission or other payment from the renewal fee agent. Details are available upon request.

6.3 If you wish to use a renewal fee agent of your choosing, or to make other arrangements for payment of renewal fees, we will endeavour to assist but will not in this case accept liability for any loss or damage due to late payment or non-payment of the renewal fees. You must be aware that it is imperative for a renewal fee agent to receive timely and accurate information relating to the status of the relevant cases.

7. Authority

7.1 Until the termination of our working relationship with you, you hereby agree that we have express authority to complete and sign on your behalf such forms or other documents as are necessary or desirable to carry out your instructions. You hereby indemnify us in respect of all costs, claims, demands and expenses that may result from the exercise of that authority.

8. Professional fees

8.1 Our fees are principally based on a combination of (a) standard charges for specific services and (b) charges for professional time, based upon an hourly rate.

8.2 All actions and attention by us in providing services to you are chargeable, including for example both incoming and outgoing telephone calls whether solicited by us or not, travelling, the sending of reminders, and the reporting to you of communications relating to your rights and interests, whether solicited by us or not.

8.3 Our hourly rates reflect the experience and seniority of the professional staff involved. Our charges are reviewed and adjusted periodically. Details of our charges are always available to you upon request.

8.4 It is important to understand that after the filing of an application for a patent or other right there are normally multiple further stages at which costs are incurred. Due to the nature of our work the timing and amount of such costs cannot always be accurately foreseen but we will endeavour to warn you in advance of such costs and will always be happy to provide you with estimates for forthcoming work upon request.

8.5 Where we incur charges in foreign currencies (i.e. not in pounds sterling), or where we bill you in a foreign currency, we expose ourselves to risk due to currency fluctuations and may also incur bank charges. We will apply a currency exchange conversion rate which is based on the spot rate at the time of billing but which includes a mark-up of up to 15%.

9. Expenses

9.1 In appointing us to act for you, you are authorising us to incur such expenses as we consider reasonably necessary to implement your instructions.

9.2 You will be responsible for any expenses incurred by us on your behalf. These expenses may include (but are not limited to) Patent Office fees, Court fees, the fees of overseas patent attorneys instructed by us on your behalf, Counsel's fees, the fees of external search firms, the fees of draftsmen for preparation of drawings, bank fees in respect of transactions made on your behalf, the fees of couriers or other delivery services, travel costs and photocopying costs.

9.3 While our fixed charges and hourly rates are predictable, you should be aware that charges from third parties such as overseas attorneys are outside our control, may be changed without notice, and may vary with exchange rate fluctuations.

9.4 If we instruct third parties on your behalf, you agree that we shall be entitled to make an additional charge. Details of such charges shall be provided upon request.

10. Estimates

10.1 If requested, where possible we will give estimates of future charges. They will be given in good faith based on our knowledge at the time but they are not binding unless we expressly indicate otherwise since charges may be affected by factors beyond our control and the professional time required for a particular exercise often cannot be accurately foreseen.

10.2 If, during the course of our work, it becomes apparent that our charges are likely to significantly exceed our estimate, we will try to obtain your permission before exceeding our estimate.

10.2 Estimates are exclusive of value added tax unless otherwise indicated.

11. Payments

11.1 We shall not be obliged to grant you credit. As a condition of undertaking work or further work on your behalf we shall be entitled to require you to make payments in advance and on account of our fees and anticipated disbursements.

11.2 For clients with a significant ongoing workload we are happy to discuss arrangements for billing at regular intervals. However in the absence of contrary agreement we shall be entitled to send you invoices for fees and disbursements

(whether already incurred or to be incurred) and for any value added tax payable thereon at appropriate intervals as we deem fit. You hereby agree to pay our invoices no later than fourteen days from their date of issue (“the due date”) and free from any deductions, set-offs, withholding, discount or abatement. Time for payment of our invoices is of the essence.

11.3 If any sum due from you to us is not paid on or before the due date then, without prejudice to other rights or remedies, we shall be entitled to:

(a) cancel or suspend our performance of services for you until arrangements for payment or credit have been made which are satisfactory to us;

(b) our costs in obtaining judgement or payment, including all reasonable professional costs in issuing proceedings or otherwise pursuing a debt recovery procedure;

(c) in respect of all invoiced fees and disbursements which remain unpaid, a first and paramount lien on all documents and other materials in our possession, power or custody relating to our services to you, such documents to include case files;

(d) interest calculated on a daily basis on all overdue amounts until actual payment at the rate of eight percent per annum above the base lending rate of National Westminster Bank Plc.

12. Files

12.1 When existing case files are transferred to us they are usually accompanied by records of key data. We recommend that, so far as possible and for the sake of security, such records should be checked against the file content and/or against public case records. We will levy a charge for such checks. If you instruct us not to carry out such checks then we shall have no liability for any errors contained in the records as received by us nor for any damage or loss incurred as a result of such errors.

12.2 Files relating to our work on your behalf remain our property at all times. If you wish to transfer your work to another adviser we will at our discretion either (a) release our files once all charges have been paid and subject to an undertaking satisfactory to us that we will be granted free access to the files should we subsequently require it or (b) copy the file at your expense and release the copy file once all our charges have been settled.

12.3 If you send us papers, samples or other materials, please tell us at the same time if you require them to be returned. Otherwise we shall be entitled to incorporate them in our files.

13. File retention policy

13.1 We may destroy our case files, draft documents and other papers relating to services provided to you which are more than six years old. In the absence of contrary agreement between us and you, we shall assume that you are content with this arrangement.

14. Confidentiality and data protection

14.1 While acting for you we may gather information or documents which relate to you. We shall keep such information and documents confidential except where disclosure is required by law or regulation, or in other exceptional circumstances, or where you consent to or request disclosure.

14.2 We are required to comply with the Data Protection Act 1998 whenever we obtain or use any personal data (as defined in that Act) from clients. We will use your personal data to provide services to you. We may also use your personal data to send you information about our products and services, which may for example include sending updates and invitations, and to contact you from time to time with newsletters and other information. If you do not wish us to use your personal data in this way please notify us in writing. We may pass your personal data to renewals agents and to attorneys acting on their behalf unless explicitly instructed not to do so. In the course of instructing overseas attorneys it will be necessary to pass on personal data to them.

14.3 We will not use your personal data for any purpose other than that set out in paragraph 14.2 without your consent unless we are entitled or required to do so by law or under a court or regulatory authority order.

15. Searches

15.1 Due to limitations and occasional errors in search databases and official records, and the inherently fallible nature of any search strategy, no search, whether it be carried out by a Patent Office, by us, by a third party search firm or any other person can be guaranteed for comprehensiveness or accuracy.

16. Privilege

16.1 Communications between a UK Patent Attorney and his/her client may be entitled to privilege under Section 280 of the Copyright, Designs and Patents Act 1988 (as amended). This means that others, including the courts, are not entitled to disclosure of the content of such communications where they concern professional advice. Please note that the privileged status of a document can be lost if it, or its contents, are disseminated to persons other than the document's addressee.

16.2 In certain circumstances the courts may rule that such privilege does not apply. In that event we accept no liability for any loss whatsoever incurred by you or any other party as a direct or indirect consequence of the loss or absence of privilege.

17. Complaints

17.1 Bartle Read Ltd is committed to providing you with high quality service and care. In the event that you find yourself dissatisfied with any aspect of our service we request that you advise us in order that we can take appropriate action. If you wish to make a complaint then please refer to our complaints procedure, a full written copy of which is available upon request.

17.2 If you are not satisfied with our handling of your complaint you can ask one of the regulatory bodies which govern our business – the Legal Ombudsman (for service quality issues) or the Intellectual Property Regulation Board (for professional misconduct issues) to consider your complaint. Upon request we will assist you in contacting the relevant body and will cooperate fully in any investigation they make.

17.3 Details of the Legal Ombudsman scheme are available at www.legalombudsman.org.uk. The Ombudsman is contactable on 0300 5550333 and at PO Box 6806, Wolverhampton, WV19WJ. Not all organisations are eligible to complain to the Ombudsman. You should normally go through our complaints procedure before referring the matter to the Ombudsman although (a) certain exceptions apply and (b) if your complaint has not been resolved to your satisfaction within eight weeks of being made then you may refer it to the Ombudsman. Be aware also that there is a deadline for making a complaint to the Ombudsman, normally the later of (a) six years from the act or omission complained of and (b) three years from when you should have known about the cause of complaint.

17.4 Contact details for the Intellectual Property Regulation Board are available at <http://ipreg.org.uk>.

18. Termination

18.1 We will continue to work for you until any of the following events occur:

- (a) we finish the work you have instructed us to do;
- (b) work is suspended or cancelled pursuant to paragraph 11.3(a) above;
- (c) we consider and advise you that it is not in our mutual best interests for us to continue to work for you;

(d) you notify us that you do not wish us to work for you any longer;

(e) you (if an individual or partnership) offer to make any arrangements with or for the benefit of your creditors, or a petition of bankruptcy is presented in relation to you or any of your partners;

(f) you (if a limited company) are deemed unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or you call a meeting to pass a resolution to wind up the company, or such a resolution is passed, or an administrator or receiver is appointed to all or part of your business or property;

(g) you become involved in processes similar to those set out in subparagraphs (e) or (f) above under non-UK legislation.

18.2 Any termination of our work for you shall not affect the rights and remedies of either party in respect of any antecedent breach or in respect of any sum owing or to become owing to the other.

18.3 In the event of any such termination you accept responsibility for making alternative arrangements for the handling of your work and for compliance with all deadlines, payment of official fees and the taking of any and all steps necessary to preserve your rights in relation to all matters we handled for you prior to termination.

19. Exclusion of liability and *force majeure*

19.1 Your relationship shall be with the firm Bartle Read Ltd. Bartle Read Ltd shall have exclusive liability for carrying out our services for you and for any act or omission by us in the course of providing services. You hereby agree that no individual director or employee of Bartle Read Ltd will have any personal liability in relation to services provided to you. You also agree that a director or employee of Bartle Read Ltd signing in his or her own name any letter, email or other document in the course of providing services does not thereby imply that he or she is assuming any personal liability. Except for acts of fraud you agree that any claim brought in respect of any matter on which you instruct us will be made against Bartle Read Ltd and not against any individual director or employee of Bartle Read Ltd.

19.2 You agree that we shall have no liability nor shall we be deemed in breach of any duties or obligations owed to you if at any time we are prevented, delayed or hindered in carrying out services by reason of any circumstance beyond our reasonable control.

19.3 Nothing in these Terms excludes or limits the liability of Bartle Read Ltd for any death or personal injury caused by our negligence, or for fraudulent misrepresentation.

19.4 We shall not be liable to you for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, howsoever caused, or for loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with our contract with you (including loss of profit or other economic loss) or for any liability incurred by us to any other person for any economic loss, claim for damages or awards howsoever arising from our provision of services or otherwise.

19.5 We maintain professional indemnity insurance at a level appropriate to a firm of our size and standing. Our liability for any loss or damage shall be limited to the lesser of (a) your direct loss and (b) five million pounds sterling.

20. General

20.1 Nothing in the contract between us shall create or be deemed to create any partnership or joint venture or relationship of employer and employee or relationship of principal and agent.

20.2 If at any time any of the conditions of the contract between us becomes or is held to be void or otherwise unenforceable for any reason under applicable law, that condition shall be deemed omitted from the contract and the validity and enforceability of the remaining provisions of the contract shall not be affected or impaired as a result.

20.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract between us with the exception of any other business which is owned wholly or partly by us. A person who is not a party to the contract shall have no right to enforce any term of the contract without the express prior agreement in writing of the parties which agreement must refer to this condition.

21. Governing law and jurisdiction

21.1 English law shall apply to the construction and interpretation of our contract with you and the English courts shall have exclusive jurisdiction over it.

22. Signature

These terms shall apply automatically when we provide services to you but we shall be grateful if you will indicate your acceptance of them by signing below. I hereby agree to these Terms of Business on behalf of

(client name)

(signature)

(date)