



## REDDIE & GROSE

### TERMS OF BUSINESS

If you instruct Reddie & Grose to act as your Patent and/or Trade Mark Attorneys, we shall carry out all work for you under these terms of business.

We may also provide a letter setting out any further terms agreed between us, which will supplement these terms and which together form the agreement between us. In the event of any conflict or inconsistency between any further terms in such a letter and these Terms of Business, the terms of that letter will take priority.

We may ask you to sign and return a copy of the letter to indicate your acceptance, but whether or not this is requested or done, your continuing instructions or instructions on a new matter shall constitute acceptance of these terms and of any terms set out in the letter.

When “we”, “our” or “the firm” are used in these terms of business they mean Reddie & Grose LLP, which is an English limited liability partnership, or, if applicable, the associated entity described in the letter referred to above. Details of the associated entities are also available on our website, [www.reddie.co.uk](http://www.reddie.co.uk).

#### 1. OUR OBLIGATIONS

- 1.1 Our qualified staff are regulated by the Intellectual Property Regulation Board (IPREG), and/or The Institute of Professional Representatives before the European Patent Office (EPI), and/or their local professional bodies as explained on our website [www.reddie.co.uk](http://www.reddie.co.uk).
- 1.2 It is the firm’s responsibility to carry out professional work with all reasonable skill and care.

#### 2. OUR LIABILITY

- 2.1 Your relationship is solely with the firm and the firm has sole legal liability for any act or omission in the course of the work done for you. No partner, consultant or employee of the firm shall have any personal liability (whether in contract, tort or negligence) for that work, and the fact that such persons sign any letter or document in their own name in the course of that work does not mean that they are assuming any personal legal liability. You agree that you will not bring any claim (whether in contract, tort, negligence or otherwise) against any partner, consultant or employee of the firm in relation to that work, and those persons will have the right to rely on this provision insofar as it limits or excludes their liability. This does not affect the liability of the firm itself for the work done by those persons.
- 2.2 If we are in breach of our obligations to you and are liable to compensate you, you agree that (unless a different amount is agreed in writing) our total liability in contract, tort (including negligence), breach of statutory duty, or otherwise is limited to £20 million per claim.
- 2.3 For the purposes of Term 2.2, all claims that arise from or are attributable to:
  - 2.3.1 the same act or omission; or
  - 2.3.2 a series or group of related acts or omissions; or
  - 2.3.3 a series or group of similar acts or omissions; or
  - 2.3.4 the same originating causeshall be regarded as one claim.
- 2.4 We are not liable for losses that result from something you do or fail to do (such as giving us incorrect information, or not giving us information at the time we ask for it).

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- 2.5 If others are also responsible for your loss, our liability is limited to such proportion of that loss as is fairly and reasonably attributable to our fault, whether or not you are able to recover the rest from the others.
- 2.6 If you intend to make a claim against us in respect of an event, you must notify us within 3 months of the date on which you became aware, or ought reasonably to have become aware, of having grounds to make a claim in respect of that event. Unless you notify us within that 3-month period, we shall have no liability for the relevant event. The notice must be in writing and must identify the event, and the grounds for the claim, in reasonable detail.
- 2.7 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will promptly notify you of those circumstances. If, as a result of those circumstances, we are unable to meet any deadline or complete the services by any estimated date of completion or at all, any such failure on our part will not constitute a breach of these Terms of Business, and we will not be otherwise liable to you for any such failure to the extent that it is attributable to those circumstances. Any estimated date for completion of the services will be extended accordingly.
- 2.8 Nothing in these Terms of Business shall limit or exclude our liability for death or personal injury caused by our negligence (or that of our partners, employees or consultants), for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by applicable law.

### 3. INSTRUCTIONS

- 3.1 Unless you notify us otherwise in writing, we shall be entitled to assume that any person within your organisation who instructs us has authority to do so on your behalf, and to rely on information provided by those persons.
- 3.2 We shall assume, unless otherwise instructed in writing, that our client is the legal entity providing us with the initial instructions in relation to a matter (whether that is an organisation, or an individual instructing us in a personal capacity). Our liability, and our duty of care, shall be solely to that entity as our client unless we agree otherwise in writing. If you wish us to render invoices to and accept payment from another entity (for example, another company in the same group), we shall be pleased to do this, but responsibility for ensuring that payment is made remains with you.
- 3.3 *Timing & form of instructions*
- 3.3.1 We rely on our clients to give us timely, complete and accurate information and instructions. We do not accept responsibility for non-receipt or late receipt of communications. We prefer, where possible, to have oral instructions confirmed in writing in order to avoid any possible misunderstandings. If you cannot avoid giving us oral rather than written instructions, we shall normally confirm in writing the instructions we have received, as we understand them.
- 3.3.2 Patent and Trade Mark Offices often impose time limits and failure to meet these limits can be fatal to the rights concerned. Whilst it is our responsibility to inform you of any relevant time limits, we cannot accept any responsibility if you fail to provide us with instructions that are sufficiently clear, complete or timely to allow us to act within such official time limits. Although we will inform you of the time limits to be met and of any actions or instructions that are required, we do not undertake to send further reminders, incur costs on your behalf, or take any other action in the absence of instructions to do so. In this situation, your rights may be lost irrevocably.
- 3.3.3 While we continue to act for you, we will pass on to you any relevant communications received by us from any Patent or Trade Mark Offices or other parties (for example, notices of third-party actions). Please be aware that in this case, we will make a reasonable charge for passing on such communications, whether or not you subsequently instruct us to take any actions in respect of those communications. In all such cases, it remains your responsibility to instruct us

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as to what actions you wish us to take in response to such communications.

- 3.3.4 If we receive late instructions we may not be able to implement them in time to maintain your rights, in which case your rights may be lost irrevocably. In the event of late instructions or late payments to us, urgency charges may be incurred which we shall pass on to you.

3.4 *Electronic communications*

- 3.4.1 Unless you indicate that you would prefer a particular form of communication, we shall use whatever mode of communication (including e-mail) that appears appropriate in the circumstances.

- 3.4.2 All e-mail communication is potentially vulnerable to interception by third parties. We cannot accept responsibility for any corruption of information we communicate to you, or its disclosure to other parties, as a result of the interception of e-mail communications. If you receive any e-mail or attachment appearing to be from us with details about where to send monies (e.g. with bank account details), we recommend that you first confirm its authenticity with us by phone (using a previously established phone number and not one taken from that e-mail itself).

- 3.4.3 We shall be responsible for carrying out regular virus checks and maintaining firewalls in our internal systems; however, we advise you also to carry out your own virus checks on any communications (whether in the form of computer disk, e-mail, Internet or otherwise). To the extent that we have fulfilled our obligation above, we do not accept responsibility (including in negligence) for any viruses that may enter your system or data by these or any other means. Furthermore, while we observe reasonable precautions, we do not guarantee the security of our IT systems.

3.5 *Updating information*

It is important that you inform us promptly of any change in relation to: (a) your name, address, telephone/fax numbers and e-mail address; and (b) any change of ownership of your patent or other rights with which we are concerned. Many such changes have to be officially registered and rights may be lost if such changes are not registered in due time. We do not accept responsibility for any loss of rights as a consequence of your failure to inform us of such changes.

4. **AUTHORITY**

For such period as we are instructed to carry out work on your behalf, you give us express authority to complete and sign in your name such forms or other documents as are necessary or desirable to carry out your instructions. You agree to indemnify us in respect of all demands, costs, claims and expenses that may result from the exercise of that authority.

5. **INSTRUCTION OF THIRD PARTIES TO ACT ON YOUR BEHALF**

5.1 *General*

- 5.1.1 In order to provide you with the best service, we may provide some services from another office of Reddie & Grose whose staff may be employed by the associated entity. Our responsibility to you will not be affected and our Professional Indemnity cover will continue to apply.

- 5.1.2 During our work for you we may need to instruct, liaise with or co-ordinate advice from third parties (such as foreign lawyers, patent attorneys or representatives) to act on your behalf. Such third-party advisors are not part of Reddie & Grose, and we shall not be liable for any default or negligence on their part. You will be responsible for the fees and expenses of third parties instructed on your behalf: you may choose to pay the third party directly or, where we agree to pay the third party on your behalf, you agree to reimburse us for (and, where requested, provide us with monies on account of) such third-party costs.

- 5.1.3 You may inform us which third parties you wish us to instruct to act on your behalf. If you do

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not inform us which third parties to instruct, we shall endeavour to select third parties we regard as appropriate and suitable to the relevant instruction. In some cases, you may be required to sign a power of attorney or other authorisation in connection with such third-party instructions: rights may be lost as a result of delays to such authorisations, and it is your responsibility to complete such authorisations as required.

## 5.2 *Renewals*

- 5.2.1 Granted patents and registered designs and trademarks, and in some countries pending applications, need to be maintained by the payment of regular (usually annual) renewal fees (also called maintenance fees or annuities). Important intellectual property rights can be lost if these fees are not paid, and if there is no reliable system in place for paying them. You may choose to pay such fees yourself or you may select any commercial renewal organisation to do so for you.
- 5.2.2 Where such renewals are relevant to your rights, we will transfer information about your rights to a selected renewal organisation. In that case, the responsibility for renewals will lie with the renewal organisation. Unless you instruct us to the contrary, the selected renewal organisation will be CPA Global. We will not render a charge for the transfer of information to CPA Global, but we will receive a payment from CPA Global on renewal of your rights. For some renewal organisations we may render a charge for the transfer of information.

## 6. **PROFESSIONAL FEES**

### 6.1 *Our charges*

- 6.1.1 Our charges are principally based on the amount of our professional time spent on a matter, although other factors may also be taken into account. Such factors may include the size and complexity of the matter and the degree of urgency involved. Fixed charges may apply in relation to specific tasks (such as the actual filing of a patent application at a patent office).
- 6.1.2 Our hourly rates are primarily based on the seniority and experience of the professional staff involved. These rates are reviewed periodically. Our charges are calculated at the rates which are current when the work is carried out.

### 6.2 *Payment of expenses*

- 6.2.1 You will be responsible for any expense we incur on your behalf, including, for example, Patent Office fees, Counsel's fees, Court fees, the costs of any experts or other agents (including any translators or foreign attorneys or representatives) engaged on your behalf, photocopying costs, courier charges, travel and meeting expenses and telephone and fax charges. If requested, we will provide an estimate in advance of the likely level of such costs or, if applicable, the basis on which they will be charged. When invoicing you for costs or disbursements incurred on your behalf we reserve the right to add an additional amount to cover bank charges or foreign exchange risks: it may be possible, in such cases, for you to avoid certain costs by choosing to pay the relevant third party directly, and you should let us know if you wish to do so.
- 6.2.2 Official fees and charges and the fees and costs of third parties may be changed without notice (and, in the case of foreign matters, may vary with exchange rate fluctuations): such changes are outside our control, and you are responsible for the payment of such fees and charged as invoiced.

### 6.3 *Payment on account*

- 6.3.1 We may require payment on account, particularly in respect of large items such as charges and expenses to be incurred in foreign filings and actions. Where we make such a request, we may refrain from starting, or cease to carry out the work to which such payment relates until

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the requested payment has cleared into our bank account, so time should be allowed for this in advance of any deadline by which work has to be completed. In such cases, we are not liable to you for losses resulting from such delay or suspension to our work.

6.3.2 Except as described below, we will hold such payments on account on trust for you and separate from our own operating business account, pending the invoicing of our work. Where such monies accrue any interest while held in such an account, we will however retain that interest for our own account.

6.3.3 Where such payment relates to an invoice in respect of fixed fees and/or disbursements, we may deal with such monies in our business account (although we will of course return relevant monies to you if work paid for in advance is not carried out).

#### 6.4 *Estimates*

6.4.1 If asked to do so, we shall try to give estimates of future charges in good faith, based on our knowledge at the time. However, as charges may be affected by matters beyond our control and the amount of work involved often cannot be forecast accurately, such estimates will not be binding. Not all classes of work are suited to advance quotation.

6.4.2 If during the course of carrying out the work it becomes apparent to us that our actual charges are likely significantly to exceed our estimate, we shall try to obtain your permission before materially exceeding our estimate.

#### 6.5 *Value added tax*

6.5.1 All fees and expenses are exclusive of any value-added or similar sales tax ("VAT"), which where applicable will be added to our invoice at the prevailing rate. If any amounts previously treated as VAT exempt are found to be subject to VAT, we may reissue our invoice to include VAT, and you agree to indemnify us for any related costs or fines incurred in reliance on information provided by you concerning your VAT status. We may also re-issue our invoice to credit any amounts of VAT wrongly charged.

#### 6.6 *Late payment*

6.6.1 You must settle our invoices in full within the period indicated on our invoices. If any invoice (or part invoice) remains unpaid after the due date for payment, we reserve the right to charge interest on any amount which remains outstanding at the rate applicable to judgment debts until payment is made.

6.6.2 If you do not make a payment on account when requested or if an invoice remains unpaid beyond the applicable payment period, we reserve the right to suspend all work on your behalf. This is without prejudice to our right to invoice for work undertaken before such suspension or to take legal action for the payment of our costs. Where we take legal action to recover our fees, you agree to reimburse us for our legal costs (including solicitors' and/or counsel's fees, court fees and disbursements) on an indemnity basis if judgment is given in our favour. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.

## 7. **FILES**

### 7.1 *Ownership of files*

Our files remain our property at all times. If you wish to transfer your work to other professional advisors, we shall copy such of the files relating to your work as you request (at your expense) and release the copy file(s) when all our charges have been paid.

#### 7.1.1 *Copyright*

We own the copyright in any work we create and this copyright will not be transferred to you although you have our licence to use our work for the purposes for which it was created. We

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have the right to be identified as the author of the work and to object to any misuse of it.

#### 7.1.2 *Destruction of files*

It is our normal practice to retain our correspondence files, draft documents and other papers for a minimum of six years after a file is closed. After that time, we reserve the right to destroy such papers. Unless you tell us otherwise, we shall assume that you are content with this arrangement.

### 8. **CONFIDENTIAL INFORMATION**

#### 8.1 *General*

We are required by law to keep the affairs for our clients and our former clients confidential, unless disclosure is required by law, or requested by you as client or former client. Accordingly, we will keep confidential any information (which may also be covered by legal privilege) that we acquire about your business and affairs.

If you or we engage other professional advisers to assist with your matter we will assume, unless you notify us otherwise, that we may disclose relevant information, advice, reports or opinions to such other advisers as necessary.

We may also disclose such privileged and/or confidential information and any advice, report or opinion given by us to you or any third party in connection with your affairs to:

- our auditors, external assessors or other advisers; and
- our insurers (i) for the purposes of our professional indemnity insurance renewal; or (ii) in order to assist us to comply with the terms of our professional indemnity insurance cover.

We may be required, by law or other regulatory authority to which we are subject, to disclose such privileged and/or confidential information and any advice, report or opinion given by us to you or any third party in connection with your affairs.

In certain circumstances, it may be necessary to erect an information barrier to protect the confidentiality of client information; if this is needed we will discuss it with you.

Where possible, we will disclose to you all information that is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

#### 8.2 *Publicity*

We may wish to name you as our client on our website or in professional directories and similar publications. Please let us know in writing if you are not content for us to do so. Any such publicity would not include any of your confidential information (except for your identity and the fact that we act for you) unless you agree otherwise.

### 9. **DATA PROTECTION**

#### 9.1 *Privacy policy*

We are a data controller in respect of your personal data processed by us in the course of providing services to you. We will process such personal data in accordance with applicable data protection law and as set out in our own privacy policy, which is available at <https://www.reddie.co.uk/privacy-notice/>.

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9.2 *Use of your information in relation to credit reference agencies*

To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering or other financial crime, we may also use the personal data we hold about you to search the files of credit reference agencies who will record any credit searches on your file. We may do this before you consent to these Terms of Business. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money-laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.

**10. SEARCHES**

Any searches you request may be carried out by our partners or staff or by government Patent Offices or by independent specialist searching firms. We are not liable for the accuracy of any search which has been carried out by a third party. Due to the limitations of, and occasional errors in, classifications, indices, computer databases and official records, no search can be guaranteed comprehensive or accurate. We shall endeavour to point out any particular limitations of searches made when reporting their results.

**11. INDEMNITY FOR THREAT OF INFRINGEMENT PROCEEDINGS**

In some circumstances, you may ask us to send warning letters to third parties in respect of alleged breach of intellectual property rights. In carrying out your instructions, we necessarily rely on the information you give us about the circumstances of your own rights and goods or services and those of competitors or third parties, and accordingly you agree to indemnify us against any costs or other liability arising from our being sued for making an unjustified threat of infringement proceedings. Our advice regarding such letters will be based on our assessment of the merits of your case, having regard to the circumstances as described to us.

**12. CONFLICTS OF INTEREST**

We cannot act simultaneously for two clients whose interests are in the same or very close technical fields, unless (exceptionally) both clients consent to such an arrangement, nor can we act for two clients who have a direct conflict of interest. When considering taking on a new client, we try to identify conflicts of interest that may preclude us from acting. It is helpful if potential new clients identify to us any firms or companies for whom they believe we will be unable to act without a conflict of interest arising.

Sometimes, conflicts arise later because, for example, our clients acquire new companies or diversify into new areas of business. In such circumstances, we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the clients in question, generally the client with the shorter relationship with us. Because of obligations of confidentiality it is often not possible for us to identify the other client or the subject matter involved when we advise a client that we can no longer act for them.

**13. CLIENT CARE & COMPLAINTS**

We value our good relationships with our clients. However, difficulties and misunderstandings do occasionally arise. If you have any problems, you should feel free to discuss your concerns with the member of our professional staff dealing with your work. If, after such discussions, you remain unhappy, please ask that person to refer you to the person appointed to handle clients' complaints. We will also send you a copy of our complaints handling policy on request.

If we cannot resolve the matter to your satisfaction, for complaints of poor service you should contact the Legal Ombudsman which will consider your complaint and seek to resolve the

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issue, whilst for complaints of professional misconduct relating to alleged breach of one or more of the rules set out in the Code of Conduct for individual attorneys and firms of attorneys regulated by IPREG you should address your complaint to the Intellectual Property Regulation Board (IPREG).

#### **14. TERMINATION OF RELATIONSHIP**

You may terminate our relationship at any time by writing to us. If there is a good reason, we may terminate the relationship ourselves by giving you written notice. In either case, if the relationship is terminated we will require you to pay our charges and expenses up to and including the date of such termination.

Any of these Terms of Business which expressly or by implication are intended to come into or continue in effect following the termination of this relationship (including Terms 2 (Our Liability), 6 (Professional Fees), 7 (Files), 8 (Confidential Information), 9 (Data Protection), 11 (Indemnity for Threat of Infringement Proceedings) and 16 (General) will continue in effect.

#### **15. ANTI-MONEY LAUNDERING**

Professional service providers are required by law to have in place procedures to detect and prevent money laundering. This includes obtaining satisfactory evidence of the identity and source of wealth and funds of their clients and sometimes people related to them. We will let you know what forms of evidence (if any) we need from you.

Any fees, disbursements and expenses incurred in complying with the above will be charged to you. These may in particular be relevant where we are asked to receive monies from third parties in relation to your matter, or where complex financing arrangements apply, which necessitate additional checks in this regard.

The firm operates an anti-money laundering reporting procedure. If the firm knows or suspects that you (or any other party involved in a relevant transaction) are involved in money laundering or hold the proceeds of crime, the firm may be required by law to make a report to the UK National Crime Agency or other applicable enforcement agency ("NCA") and, if notification is made, the firm is prohibited from advising the suspected party that it is doing so. These requirements override the firm's duty of confidentiality to you.

Proceeds of crime are assets or income that have been acquired through some illegal activity, for example drug-trafficking, non-payment of tax or fraudulently obtaining benefits. If a report is made to NCA, the firm must stop work on the matter until it is authorised by NCA to proceed. There may be circumstances in which the firm considers that it is obliged to make a report to NCA which it later turns out was not required by law. By instructing the firm you agree that such reports can be made.

The firm cannot accept responsibility or liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any reports to NCA and ensuring compliance with its statutory obligations.

#### **16. GENERAL**

If any part of these Terms of Business is found by a court to be void or ineffective, the remaining provisions shall continue to be effective.

Except as stated in Term 2.1, these Terms of Business do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.



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These Terms of Business are governed by and will be construed in accordance with the law of England and Wales. You and we agree irrevocably agree to submit any claim or dispute arising under or in connection with these Terms of Business to the courts of England and Wales.