

OPUS IP LIMITED – TERMS OF BUSINESS

1. Introduction

This document sets out the Terms on which we conduct business with our clients. We provide this document to all new clients and we require that they be signed and returned to us at the commencement of our business relationship.

In general, these Terms set out what you can expect from us in terms of the manner in which we operate, the standards of service and Professionalism we strive to uphold, and how we aim to provide advice to our clients. This document also sets out, in terms we have endeavoured to make as clear, reasonable and fair as possible, what we expect from our clients.

The primary aim of these Terms is to establish an operating framework for our business relationship, which naturally we hope will be long and mutually beneficial. However, we understand that issues may arise during the relationship, so these Terms also provide some guidelines, and an indication of the remedies available to either party, in the event that the relationship falters at any time in the future.

2. Our Approach

We aim to provide advice which is highly technically, legally, scientifically and commercially competent, practical and sensible in the context. We also apply these stipulations to the substantive work we do for our clients.

We aim to provide advice which is in the best interests of our clients and which is impartial and never misleading. By the same token, we do not expect to be asked to compromise our standards, nor ever will we comply with any request to provide misleading or untrue information.

We aim to maintain and uphold the standards of Professionalism expected and, to a certain degree, imposed upon us by National Institutional and Regulatory Bodies responsible for governing and regulating our Profession, in particular the Chartered Institute of Patent Agents (**CIPA**), and the Intellectual Property Regulation Board, (**IPReg**). We also aim to comply, at all times, with the Rules and Regulations imposed by these bodies, in particular the "Rules of Conduct for Patent Attorneys, Trade Mark Attorneys and Other Regulated Persons" and the "Registered Bodies Regulations 2015", both prescribed by **IPReg**.

3. Dealing with Conflicts

The nature of our work is such that conflicts of interest can arise. In all cases, for any new client, we will always perform a conflict check before undertaking any work whatsoever for that client.

If the results of that check reveal a potential conflict, then where our representation is sought by one party seeking to take some type of contentious action against another party

whom we also represent, or have represented in the past, we will not and cannot act for both parties, and we will issue a clear and positive indication to the party we cannot or can no longer represent.

In non-contentious proceedings, a conflict can also arise when one party seeking our representation is in direct competition with another party whom we also represent, or have represented in the past. In such circumstances, if we elect not to seek the informed consent of both parties in writing, or if such informed consent is not forthcoming from both parties after our requesting it, then again, we will issue a clear and positive indication to the party we cannot or can no longer represent.

For the avoidance of doubt, it should be mentioned that a conflict does not necessarily arise simply because one party seeking our representation operates in the same general field of business or technology as another party whom we currently represent or have represented in the past. In these circumstances, a Director will be appointed to judge whether the facts of the matter are such that, in effect, a conflict of interest does exist, and if it is so determined, a clear and positive indication will be given to the party we cannot or can no longer represent. If it is determined that a conflict does not exist, but that there are or may be issues regarding the confidentiality of information of one party as regards the other, then again, if we do not receive, or elect not to seek the informed consent of both parties in writing, we will issue a clear and positive indication to the party we cannot or can no longer represent.

4. Handling your Information

Our business is essentially a paperless one, and we maintain, in digital form, copies of each and every piece of documentation we create or we receive – this paperless operation, and in particular our digital filing system, makes our business highly efficient, and we hope these efficiencies are directly manifested in our very competitive charges. Although we maintain a comprehensive and complete digital record of the documentation created as a result of the work we do for you, we do of course also retain, in traditional hardcopy/paper form, Original Documents such as Agreements, Deeds, and the like where it is appropriate or necessary to do so, or where our clients specifically request that such documents be retained for them.

For each and every matter you instruct us in, we create and maintain an individually numbered digital file. We regard these files as our property, and we reserve the right to charge for any request that these files be transferred to or provided for you or any third party, either in their entirety or substantially, whether this be digitally or by means of conventional paper. We will of course happily always provide basic bibliographic information for any and all of the Intellectual Property rights we handle for you or any other person at any time, provided of course that person is appropriately entitled and/or authorised to receive such information. We will also respond to individual requests for specific single documents, again provided that the requester is clearly entitled or has clear authority to receive the documents requested.

As regards the security and confidentiality of the documentation and other information we manage on your behalf, whether within our digital filing system or not, we regard this as being of paramount and critical importance. Firstly, in terms of confidentiality, we will keep confidential any documents or other information you provide to us, excepting of course that we will not be bound by any requirements of confidentiality where such documents or other information are already in the public domain, or are made available to the public by you or any other party. Secondly, in terms of the security of the information we hold on your behalf, we implement several layers of security to ensure that our systems, in particular our digital filing system, can only be accessed by authorised employees of our company. As regards compliance with the UK Data Protection Act 1998, it is necessary for us to store certain personal data in order that we can conduct our primary function, namely that of securing, enforcing and otherwise advising on Intellectual Property rights for our clients. Occasionally, we may use this data to contact you with more general notifications and marketing materials which we think may be of interest to you, such as various seminars and other functions we may provide for our clients, or to inform you of developments in the law and of recently decided cases which may be relevant. By agreeing to our terms, you give your consent for us to hold, control and process the personal data we hold about you in these very limited ways.

5. Our Charges and Invoices

We aim to charge at a rate that is reasonable and fair, and in a manner that is transparent.

Patent Agents are Professional Advisers, and like other Professionals, a proportion of our charges relate directly to the professional time we expend performing and completing a particular piece of work for you. In many cases, a significant proportion of our charges include disbursements such as Statutory and Official Fees of National and Regional Patent Offices, and the charges levied by the various Foreign Associate firms we instruct to file patents and other rights in countries outside the UK on your behalf. While the former are known in advance, the latter are more unpredictable, particularly for complex cases, such as those involving significant amounts of correspondence and/or professional time, or for which it is necessary to seek detailed local advice in a particular country. Although we will always endeavour both to provide you with some advance indication of the likely costs for a particular piece of work and to adhere to that indication wherever and whenever possible, you must be aware that such advance indications are in some cases prone to variation, particularly for matters which are or become urgent through no fault of our own. In short, there are unavoidable situations in which we raise a charge which you were not expecting, particularly if it is necessary to ensure that the Intellectual Property matters we handle for you are not compromised or jeopardised.

For more contentious matters and/or so-called *inter partes* proceedings, you should be aware that it can be much more difficult to predict likely future charges because the charges are unavoidably dictated, at least to some extent, by the actions of the other party involved in the proceedings. As with other aspects of the work we perform for you, we will of course endeavour to provide an indication of likely future charges, but you must be aware that for contentious matters and *inter-partes* proceedings, such indications should be viewed more as broad guidelines rather than a precise indication of future charges.

Much of our work is conducted with National and Regional bodies located outside the UK for whom, like practically all of our Foreign Associate firms, the British Pound is not the standard currency. In light of the fact that we have to maintain and administer multiple Foreign Currency accounts, we levy a small percentage charge on any Foreign Currency transaction or Foreign Currency invoice we receive to cover both our administration charges for maintaining the Foreign Currency accounts, and the charges we incur as a result of our necessary Foreign Currency exchange transactions.

Many Intellectual Property rights require the completion of various formalities, such being less substantive and more procedural in nature but nonetheless critical for ensuring that those rights remain valid and in force, and thus enforceable. The most common formality is the issuing of reminders for, and subsequently paying, renewal fees. We will always endeavour to inform you well in advance of any formality which becomes due on any Intellectual Property right we manage for you, and we will endeavour to provide a precise indication of the likely cost for completing the formality if you instruct us in a timely manner to do so.

For all new clients, and for existing clients requesting or instructing us to complete tasks which would involve the payment of significant amounts of Official Fees on our part, or would entail our instructing Foreign Associates firms and thus becoming liable for their invoices, we will commonly request a payment on account of at least 50% of the likely total charge, and in some cases 100% if we consider it appropriate. Payments such as this and received on account in respect of services to be performed will be held on trust in our Client Account specifically set up for this purpose. We do not pay any interest on client monies held in this account because the interest rate on this account is negligible and in any event, client monies are held in trust only and until the work has been completed and an invoice has been raised.

When we perform work for you, either under your direct instruction, or, when the circumstances dictate, out of necessity to ensure your rights remain in force or were not otherwise compromised, we will raise an Invoice. Our Invoices are payable on receipt, although any credit terms we are prepared to offer you will be specified on the Invoice itself. Typically we allow a credit period of 30 days from the date appearing on the invoice. Under normal circumstances, and in light of our essentially paperless operation, we will send this invoice by email only either directly to the person who furnished us with instructions in the first instance, or to any person or department you designate within your company as the person to whom we should send our invoices for processing and settlement. If any invoice remains unpaid after 90 days, and absent any payment plan having been established and agreed between us, we reserve the right to seek repayment through a debt recovery agency or similar facility.

6. Instructions and Communications

In order for us to perform work for you, you must provide us with instructions, which can be verbal or written, but in any case such instructions must be timely, accurate, complete and clear. The instructions must come either directly from you, or from any person you authorise to provide such instructions on your behalf. We will not act on instructions unless

we already know, or can immediately confirm, that the person providing the instructions is authorised and entitled to instruct us, nor will we act without express and explicit instructions, with the following important exception: where an action becomes necessary to preserve your position in respect of any ongoing IP matter we handle for you, and we are not in possession of any clear instructions that we should act to the contrary, then we will, in this and only this case, take such action as we consider necessary to preserve your position.

We will always endeavour to remind you well in advance of any and all deadlines which become due on the Intellectual Property affairs we handle on your behalf, and we will do our utmost to ensure that we receive the instructions we need from you. In particular, where instructions we receive could in any way be misconstrued, we will always try to resolve the situation as swiftly as possible by contacting you directly.

If we do not receive timely instructions from you, then you must be aware that you may be putting your Intellectual property affairs in serious jeopardy. Depending on the circumstances, absence of timely instructions can result in complete loss of your Intellectual Property rights, or significant costs in restoring them if they lapse through inaction. We will of course endeavour to ensure that this never happens if it is not your intention, but we will not be liable for any outcome which is the direct result of receiving late instructions. Instructions which are received just in time, for example one or two days before a deadline, should, in most circumstances, allow sufficient time for us to complete the instructed work for you, but you should be aware that the urgency of the late instructed work will in most cases increase our charges for performing it, particularly in extreme cases.

7. Complaints/Grievance Procedure

While we hope that our working relationship remains strong, there may be instances where you feel we underperform, or you feel that we have not acted either as we have prescribed in these Terms or more generally in a manner that gives you cause for grievance. In such circumstances, then we present the following options for you:

- i. As a first step, we would ask that you present a summary of your grievances and/or complaints in writing to the owner of the business, Mr. Jim Denmark at our primary business address. If you consider that this approach is unsuitable, then you may of course choose one of the other options presented here. On receipt of your written summary, your grievances will be reviewed, fully investigated and assessed, and we will respond, also in writing, within 14 days setting out our position. We will endeavour, wherever possible, to find an amicable resolution, and if we consider this is possible, then we will include in our response one or more suggestions as to how we might resolve the situation. We will also endeavour to meet with you to discuss your grievances and any possible corrective action which might be available to overcome them. If neither our written response nor any meeting between us proves satisfactory for you, then options (ii) and (iii) provide alternatives for you.

ii. As mentioned above, our Profession is regulated by **IPReg**, and our National Institute is **CIPA**. The addresses of these bodies is provided below, and although you may write to either, **IPReg** is perhaps the most appropriate as they have formal procedures in place for dealing with Complaints:

IPREG

Outer Temple
222/225 Strand
London
WC2R 1BA
www.ipreg.org.uk

CIPA

95 Chancery Lane
London
WC2A 1DT
www.cipa.org.uk

IPReg also has an on-line resource whereby you can register your complaint directly with them:

<http://ipreg.org.uk/public/what-to-do-when-things-go-wrong/making-a-complaint/>

iii. Finally, you may wish to write to the Legal Ombudsman, another body responsible for arbitrating on Complaints and Grievances:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

<http://www.legalombudsman.org.uk/>

8. YOUR DETAILS & SIGNATURE:

For a Corporate Entity/Business:

Business Name:

Your Full Name & Position:

SIGNED: _____

DATE: _____

For an Individual:

Full Name:

SIGNED: _____

DATE: _____