

TERMS OF BUSINESS

Thank you for instructing Dummett Copp LLP to act as your Patent & Trade Mark Attorneys.

We will provide you with confidential professional advice on intellectual property and related matters. We will carry out all work for you under these Terms of Business. In some circumstances we may provide a letter setting out any further terms agreed between us, in which case that letter will take priority over these terms.

Any variation or changes to our Terms of Business will be communicated to you as soon as possible.

1. About Dummett Copp LLP

Dummett Copp LLP (the Firm) is a Limited Liability Partnership registered in England under number OC351963.

The term 'Partner' is used to refer to a Member of Dummett Copp LLP.

Each of our Partners and qualified attorneys is a member of one or more of the governing bodies of our profession, including the Chartered Institute of Patent Attorneys (CIPA), the Institute of Professional Representatives before the European Patent Office (EPI) and the Chartered Institute of Trade Mark Attorneys (CITMA), and as such are bound by their codes of professional conduct.

Furthermore, the Firm is regulated by the Intellectual Property Regulation Board (IPReg) and is bound by their code of conduct, a copy of which can be found here <https://ipreg.org.uk/pro/regulations/code-conduct>.

It is our responsibility to practise competently, conscientiously and objectively, and to act with integrity putting the interests of our clients foremost, while observing the law and our duty to any Court or Tribunal and avoiding any conflict of interest.

We will carry out our professional work with due skill, care and diligence and with proper regard for the technical standards expected of a regulated Firm. We acknowledge that we will be liable to you for losses, damages, costs or expenses caused by our negligence or wilful default.

We will act as your Agent in respect of dealings with Intellectual Property Offices around the world, either directly or through a network of selected foreign Agents.

2. Your Relationship with Us

2.1 Contact Details

We ask that you provide us with one or more named contacts from whom we are able to receive instructions and who should be our primary contact. If you so instruct us, we can accept instructions from any person within your organisation, unless they clearly do not have the appropriate authority. We ask that you keep us updated regarding the contact details we should use.

Our ultimate client in any matter is normally the owner of a patent, trade mark or other intellectual property right. If the owner wishes for us to receive instructions from a person, company or other legal entity acting on behalf of the owner, then the owner wishes for that person, company or other legal entity to be their Agent. When an Agent is not a qualified professional representative of the owner, we will require a written authorisation from the owner confirming the appointment of their Agent and agreeing that the Agent is our sole client in the matter.

It is important that you inform us promptly of any change in relation to: (a) any primary contact; (b) your name, address, telephone number and email address; or (c) any change of ownership of your patent, trade mark or other relevant rights. Many such changes have to be officially recorded.

Please remember that obtaining and maintaining registration of patents, trade marks and registered designs can take years and that there may be little activity for long periods followed by a situation which requires immediate action. If you have not kept us informed of your current contact details, we will endeavour to find a means to contact you; however, we will not be responsible for any consequent loss of your intellectual property rights if we are unable to contact you.

Where two or more persons or concerns instruct us that they intend to be joint owners of a patent, trade mark or other intellectual property right, we will require those persons to nominate one person from whom we can and should take instructions, to the exclusion of the others.

2.2 Instructions

We rely on our clients to give us timely, complete and accurate information and instructions. We ask that oral instructions are confirmed in writing in order to avoid any possible misunderstandings. However, if it is unavoidable for you to provide us with oral rather than written instructions, we will endeavour to confirm in writing the instructions we have received, as we understand them.

Intellectual Property Offices often impose time limits. Failure to meet these limits can be fatal to the rights concerned. Whilst it is our responsibility to keep you informed of any relevant time limits, we cannot accept any responsibility if you fail to provide us with instructions that are clear, complete and early enough for us to meet such time limits. We will endeavour to inform and remind you of time limits and of actions or instructions that are required, but we do not undertake to incur costs on your behalf or take other action in respect of your intellectual property rights in the absence of instructions from you to do so. In this situation, your rights may be lost irrevocably.

Please note that if we receive late instructions, or late payments to us where we have asked for advance payment before taking action, urgency charges may be incurred which we shall have to pass on to you.

3. Our Relationship with You

3.1 Confidential Information

While acting for you, we are likely to receive information which relates to you as our client. Most of this information is covered by the General Data Protection Regulation (GDPR). We will keep such information confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances.

In general, we recommend that you restrict the release of, and maintain strict control over, any information not already in the public domain connected with instructions we receive. We would be happy to advise on the desirability of releasing confidential information to the public in specific cases.

This Firm will comply with the GDPR. By instructing us you are consenting to our use of relevant personal data as appropriate in the course of our professional services, including any transfers of such data outside the European Economic Area and sending you information which we think might be of interest.

3.2 Conflicts

The Firm cannot act simultaneously for two clients whose interests in the matter on which we are advising conflict, unless (exceptionally) both clients consent to such an arrangement.

We cannot act where we have identified that our interests conflict with those of a client or of a former client, or where we know or have reasonable ground to suspect that the interests of any Partner, regulated person or other employee of the Firm conflict with those of a client or of a former client.

We endeavour to identify conflicts of interest that may preclude us from acting before commencing any work. In this regard, it is helpful if you are able to inform us of any persons or companies for whom you 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.

In some circumstances we are able to act by written consent of the parties involved, even if a conflict or potential conflict has been identified between two clients or between a current client and a former client. However, we are unable to act on behalf of conflicting or potentially conflicting parties in contentious matters.

3.3 Communication

We will normally communicate with you by email unless you have requested an alternative form of communication. We cannot accept responsibility for any corruption in the information communicated to you or its disclosure to other parties as a result of the interception of such communication. Furthermore, we cannot accept responsibility for non-receipt or late receipt by you of such communications.

We shall be responsible for carrying out regular virus checks on our systems; however, we advise you to carry out your own virus checks on any electronic communications received from us. To the extent that we have fulfilled our obligation above, we cannot accept responsibility (including in negligence) for any viruses that may enter your system or data by these or any other means.

In circumstances in which original documents must be sent by us to you, such as registration certificates, we will endeavour to send these by registered post or courier.

4. Costs and Payments

4.1 Pricing

In some circumstances we are able to provide a fixed price quote before any legal work is undertaken. However, due to the nature of our work it is often not possible to provide a fixed price in this way. In these circumstances we will endeavour to provide a clear estimate of the costs of the work before any work is commenced.

If requested, we will 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 accurately forecast, such estimates will not be binding. Only some types of work are suited to a firm advance quotation.

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

If you would like to set an upper limit on the charges which may be incurred without prior reference to you, then please let us know.

Our charges are composed of charges for professional time, service charges and expenses we incur on your behalf.

4.1.1 Professional Time

Professional time charges relate to the amount of professional time incurred on a particular matter and the hourly rate of the person doing the work. Our hourly rates depend 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. Please ask us at any time if you would like to be sent details of those rates.

We may adjust our usual hourly rates if highly specialised knowledge is required, or if the matter is complex and/or urgent.

Fixed charges for professional time may apply in relation to standard tasks. In other circumstances the amount of professional time spent on a task may be variable depending on the amount of work involved.

4.1.2 Service Charges

Service charges relate to the amount of administrative time incurred on any particular matter, the use made of our administrative systems, including our records management systems, and typical internal office expenses. Such service charges are normally fixed for any particular matter. Service charges may also include an element which is variable and related to the level of expenses which we incur in advance on your behalf.

4.1.3 Expenses

In some circumstances we will incur expenses on your behalf, and for which you are responsible, such as Intellectual Property Office official fees, Counsel's fees, Court fees, and the costs of any external service suppliers such as translators, notaries, search agencies, draughtsmen, foreign lawyers or foreign patent and trade mark attorneys. There may also be expenses for such items as photocopying costs, couriers, travel and accommodation costs.

Whilst our service charges and professional charges are within our control and predictable to some extent, you should appreciate that external service suppliers' charges and official fees are outside our control and these may be changed without notice and (in the case of foreign matters) will vary with exchange rate fluctuations.

4.2 Invoicing and Late Payments

We will issue an invoice in relation to any work that is undertaken following instructions received by you. The payment period for payment of the invoice is provided on the invoice that is issued, unless alternative terms have been agreed in writing.

In some circumstances 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. When we make such a request, we will usually not carry out any instructed work until the requested payment has cleared into our bank account, so good time should be allowed to ensure that we have received cleared funds in advance of any deadline. It is also essential that we receive written instructions confirming that payment has been made and that we should proceed with the matter for which payment is being made.

The Firm is happy to render invoices to and accept payment from another person nominated by you (for example, another company in the same group), subject to Money Laundering Regulations. However, please note that ultimate responsibility for making such payment will remain with you.

We reserve the right to charge interest on amounts that are overdue.

If a requested payment on account is not made or if an invoice remains unpaid after the payment period on the invoice, we reserve the right to suspend all work on your behalf and the right to proceed against you for the full balance of the outstanding debt. This is without prejudice to our right to invoice for work undertaken before such suspension and to take legal action for the payment of our costs. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.

If you have any query about any invoice, please contact us as soon as possible.

4.3 Money Laundering

In compliance with the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002, we will in certain circumstances reveal information to the appropriate authorities in relation to any suspicion of money laundering.

If we receive payment on account in relation to a particular matter from you or from another person, and you subsequently instruct us not to proceed with the work, we will refund the money on account only to the person who made the payment.

5. Professional Matters

5.1 Our Files

Our files remain our property at all times. If you would like to transfer your work to other professional advisors, we will 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.

Copyright in any documents prepared by us on your behalf will remain with us and will not pass to you unless we agree otherwise.

After completing a matter for you we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

We will keep our correspondence files, draft documents and other papers for seven years. Unless we agree otherwise with you, we have your authority to destroy our correspondence files, draft documents and other papers seven years after the date of the final bill we send to you for the particular matter.

We reserve the right to scan and electronically store all such papers for an indefinite period.

5.2 Instructing Third Parties

During our work for you we may need to instruct third parties to act on your behalf. These third parties may, for example, be searching agencies, notaries, foreign lawyers or foreign patent and trade mark attorneys. To allow these third parties to act on your behalf, you may need to sign a power of attorney or similar appointment. We may instruct such third parties directly on your behalf.

Such third parties are not part of this Firm. Whilst we shall endeavour to select third parties that carry out professional work to an appropriate standard of skill, care and diligence, we will not be liable for any default or negligence by such third parties. We shall, of course, monitor such third parties on an ongoing basis to ensure that the required service is provided and that our performance standards are maintained.

5.3 Use of Artificial Intelligence

Dummett Copp does not currently recommend the use of Artificial Intelligence (AI) tools for decision-making in intellectual property (IP) matters. Clients and prospective clients who wish to use AI tools for note-taking, summarising our advice or similar purposes do so entirely at their own risk.

Users of AI tools should be aware of the following points:

- **Accuracy.** In many IP matters, the choice of language is critically important. AI-generated summaries of written advice, meetings or conversations may use alternative language that does not convey the original intention, omits important details, or otherwise leads to misunderstandings or errors.
- **Confidentiality and security.** AI tools may transmit information to third parties for use as training data or for other purposes. Users should be aware of the risk that the confidential nature of advice and information originating from Dummett Copp could be compromised by the use of AI tools, which could in turn be detrimental to a user's IP rights or commercial interests.
- **Review and costs.** Our policy is not to review AI-generated meeting notes or advice summaries unless we are expressly asked to do so. The review and correction of AI-generated summaries of our advice is a chargeable service.

5.4 Searches

Any searches you request may be carried out by ourselves, by Intellectual Property Offices or by an independent specialist searching firm. Due to the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. We will endeavour to point out any particular limitations when reporting search results and may recommend extending the search.

6. Limitation of Liability

Our liability for any loss or damage suffered by you as a result of a breach by us of our terms of engagement or of negligence in the course of providing our services shall be limited to a just and equitable proportion of the total loss or damage having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it (and regardless of the ability of any such person to make payments). Where providing our service involves working with others, including other professional firms, who limit their liability in any way, our own liability shall be limited to an amount which would have applied had the other not so limited its liability.

You shall not bring any claim personally against any of our employees or consultants. Each such consultant and employee shall be entitled to the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.

7. Indemnity for Threat of Infringement Proceedings

Before we send any warning or contentious letter on your behalf to a third party, we will ask you to indemnify us against the risks of our being sued for making an unjustified threat of infringement proceedings. The aim of this request is to maintain our objectivity in contentious matters, which would diminish if we were to become a party to any proceedings. We may refuse to act for you if you are not able to provide the requested indemnity.

8. Client Privilege

In general, communications between a UK Patent Attorney and his client are privileged under Section 280 of the Copyright, Designs and Patents Act 1988. Similarly, communications from a UK Chartered Trade Mark Attorney and his client are privileged under Section 87 of The Trade Marks Act 1994. This means that other people, including the courts, are not entitled to discover the content of such communications where they concern professional advice. However, you should note that there are circumstances in which the privileged status of a letter or other document can be lost. Please let us know if you would like us to give you further information on this area.

9. Client Care and Complaints

We value our good relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings may 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 feel that the matter has not been adequately dealt with, please ask that person to refer you to a Partner or another Partner of our Firm.

If we cannot resolve the matter, individual clients and small businesses have the right to refer the matter to the Legal Ombudsman who will consider your complaint and seek to resolve the issue. Complaints can be referred to the Legal Ombudsman if the complaint has not been resolved within eight weeks of your notifying us of your concerns.

Further information is available from the Intellectual Property Regulation Board (IPReg) at www.ipreg.org.uk, and from the Legal Ombudsman (www.legalombudsman.org.uk).

10. Termination of Relationship

You may terminate our relationship at any time by writing to us.

We may decide to stop acting for you only with good reason, for example, if you do not pay a bill or comply with our request for payment on account, if you cannot give us clear and proper instructions on how we are to proceed, or if it is clear to us that you have lost confidence in how we are carrying out your work. We must give you reasonable notice of our intention to stop acting for you.

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.

11. Third Party Rights

We do not assume liability to any person other than you in relation to advice provided to you. No terms of our relationship shall be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12. Assignment

Neither of us may transfer or assign any right or obligation under this Agreement without the written consent of the other party.

13. Governing Law and Jurisdiction

English law shall apply to the construction and interpretation of our relationship and the English courts shall have non-exclusive jurisdiction to resolve any disputes arising in relation to it.

The above terms will apply until varied or replaced with alternative terms agreed with you in writing. Please note that no change to the terms of our agreement will be valid unless agreed in writing by a Partner of this Firm.

Signed
by
(print name)
Date
On behalf of
Account no.

November 2024