

MOHUN INTELLECTUAL PROPERTY LIMITED TERMS OF BUSINESS

Version – 2017/5

1. Thank you for instructing Mohun Intellectual Property Limited (“MIP”) to provide intellectual property services and work in our capacity as Patent Attorneys and/or Trade Mark Attorneys. MIP is a company incorporated in England and Wales under the number 07248336. Our registered office is at 55 Fountain Street, Morley, Leeds, LS27 0AA.
2. In these Terms of Business (“Terms”), “we”, “us”, “our”, and “MIP” are used as a reference to Mohun Intellectual Property Limited, and “you”, “your”, “yourself”, “our client” are references to the person instructing MIP.

3. BASIS OF WORKING TOGETHER AND INSTRUCTING MIP

- 3.1. These Terms shall apply to all matters in respect of which we accept instructions from you to perform professional services in our capacity as Patent Attorneys and/or Trade Mark Attorneys (“Services”). By sending us instructions and/or by sending us further instructions and/or by allowing us to start work you shall be deemed to request that we perform Services for you on the basis of these Terms. If we perform any Services then there shall be a contract between us, and the contract will 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 may at our option be treated as a separate contract between you and us.
- 3.2. Please note that these Terms contain limitations on our liability to you and you should ensure that they meet your requirements.
- 3.3. These Terms may, from time to time, be updated. We shall endeavour to advise you when an update takes place, but in any event the latest version will be available from our website: www.mohun-ip.co.uk.
- 3.4. These Terms supersede any previous Terms of Business that we have had with you.

4. AUTHORITY TO SIGN FORMS AND OTHER DOCUMENTS

- 4.1. For such period as we are instructed to carry out any Services, you give us express authority to complete and sign in your name, such forms and other documents as are necessary or desirable to carry out your instructions. In agreeing to these Terms you agree to indemnify us in respect of all costs, claims, demands and expenses that may result from the exercise of that authority.

5. INSTRUCTIONS AND TIME SCALES

- 5.1. We rely on our clients to give us complete and accurate information and instructions in sufficient time to carry out those instructions in particular where there are deadlines to be met in relation to applications for intellectual property rights, such as patents and trade marks. We accept no liability in respect of instructions which are late, incomplete or inaccurate.
- 5.2. Where, in a case of urgency, your instructions are or are to be communicated outside our usual business hours (Monday to Friday 9.00am to 5.00pm local time) or on UK bank and public holidays, you must give us prior notice that this will be the case and we accept no responsibility for instructions not executed or incorrectly executed in such circumstances as a result of your failure to comply with this provision.
- 5.3. It is your responsibility to ensure we have received your instructions and you should not assume that we have received and are acting on your instructions unless you have received specific confirmation from us.
- 5.4. If practicable, we prefer instructions to be in English; we will accept instructions in other languages but we cannot act on those instructions until they have been translated and we expect you to take associated delays into account in giving timely instructions.

6. PROCEDURAL DEADLINES

- 6.1. The procedures by which applications for intellectual property rights are processed often impose time limits and deadlines. The failure to meet these limits can mean that your rights may be lost irretrievably or that further costs will be incurred to preserve your rights.
- 6.2. Therefore, instructions which do not give us reasonable time to act within such time limits and deadlines may prejudice your application and legal rights. While we will endeavour to meet time limits and deadlines when instructed to do so, we do not accept liability for any loss through failure to meet such time limits when instructions are received and accepted by us which do not give us reasonable time to act within such time limits and deadlines and in any event less than five (5) working days before the relevant time limit or deadline.



- 6.3. We will use our best endeavours to inform you of time limits, deadlines, and of actions or instructions that are required, but we do not undertake to give reminders, incur costs on your behalf, or take other action in the absence of instructions to do so.
- 6.4. If we receive instructions which do not give us reasonable time to act within a time limit or deadline, we may not be able to implement them in time, in which case your rights may be lost irretrievably.

7. RENEWALS

- 7.1. If you instruct another person or organisation to make payments in respect of renewal fees or other periodic payments for patents, designs, trade marks, or applications for any of them, then we will not monitor those payments or the associated deadlines and we do not accept liability in respect of them, or for our failure to forward to you any overdue notice or other reminder received by us from the relevant authority as agent of record, unless you specifically request, and we agree, and are permitted to charge for this service. However, without liability for any failure, we will generally forward such notices and reminders to you in these circumstances as a matter of courtesy.

8. ELECTRONIC COMMUNICATIONS

- 8.1. We will normally communicate with you by email or post and (in exceptional cases) by fax. Given that e-mails sent over the internet may lack security and jeopardise confidentiality, we cannot accept responsibility for any disclosure to other parties as a result of the interception of such communications. Due to the very nature of the internet, we cannot accept any liability for corruption in the information communicated to or from you or its non-receipt or late receipt by you or us of such communications. You should advise us as to what should not be sent over the internet to you or on your behalf.
- 8.2. We advise you to carry out your own virus checks on any communications whether in the form of electronic storage medium, email, data, or otherwise. We cannot accept responsibility (including, but not limited to, in negligence) for any viruses or other malware (or their consequences) that may enter your system or data by these or any other means.

9. INSTRUCTING OTHERS TO HELP CARRY OUT YOUR INSTRUCTIONS

- 9.1. We may from time to time need to instruct third parties such as lawyers and/or patent/trade mark attorneys in other jurisdictions, draftspersons, and translators to help us carry out your instructions. You authorise us to instruct such third parties directly. You may be required to sign a power of attorney, mandate or similar appointment to engage such a third party. Please note that failure by you to return these types of authorisations properly signed may result in loss of rights or disadvantage you in the matter in question.



9.2. Whilst we select third parties such as lawyers and/or patent/trade mark attorneys in other jurisdictions, draftspersons, and translators with reasonable levels of care, believing they can perform the work required, we will not be liable howsoever for any default or negligence by them. These third parties are not our agents or part of MIP.

10. OUR CHARGES

10.1. Our charges are based on: professional time involved in advising you and/or carrying out work on your behalf, fixed charges, expenses or disbursements we are required to incur on your behalf, and often a combination of these.

10.2. Our charges may be adjusted to reflect individual circumstances such as the size and complexity of the matter, urgency, late instructions, the value, or the need for specialised knowledge.

10.3. Our hourly rates are primarily based on the seniority and experience of the professional staff involved. Our charges are calculated at the rates that are current when the work is carried out.

10.4. We reserve the right to review and adjust our rates and pricing structure periodically.

10.5. During the processing of a patent, design or trade mark application matters can arise triggered by the relevant authority responsible for processing the application. Further, third parties may contact us regarding any applications or registered rights. We will need to report such matters to you and we reserve the right to make appropriate charges for such reports, including disbursements incurred. It may be necessary for third parties to take action without first notifying us, in which case we will pass on to you the charges or expenses so incurred.

11. EXPENSES INCURRED ON YOUR BEHALF

11.1. In appointing us to act for you, you are authorising us to incur such expenses and disbursements as we consider reasonably necessary to provide the Services. These expenses may include but are not limited to patent/ trade mark office fees, as well as those of third parties such as lawyers and/or patent/trade mark attorneys in other jurisdictions, draftspersons, and translators. Such expenses may also include photocopying costs, courier charges, reasonable travel costs, meeting expenses, and telephone and fax charges and so on. You will be responsible for reimbursement of such expenses.

11.2. Please note that local representatives' charges and official fees are outside our control since they may be changed without notice and vary with exchange rate fluctuations. To cover our costs in settling fees and expenses, including bank charges and exchange rate fluctuations, we reserve the right to apply a mark-up of up to 5% when invoicing you



for disbursements made on your behalf and in exceptional circumstances a mark-up not exceeding 15% may be applied.

12. VALUE ADDED TAX

12.1. Unless stated, any estimates or quotations given by us will exclude UK Value Added Tax (“VAT”) which will be charged to UK clients (and to clients based elsewhere within the European Union unless they are VAT registered and provide us with their VAT registration details). VAT, when charged, will be charged on our fees and on those expenses and disbursements we charge that are liable for VAT.

13. INVOICING

13.1. We reserve the right to submit invoices to you on a regular basis (usually monthly or at appropriate stages in the conduct of the matter).

13.2. Unless otherwise agreed, our invoices are payable, in sterling in cleared funds, within 28 days.

14. PAYMENT ON ACCOUNT AND LATE PAYMENT

14.1. We may require you to make payments in advance, particularly in respect of large items and/or disbursements. 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. You should allow sufficient time for such clearance.

14.2. Any bank interest paid to MIP in respect of money paid on account is the property of MIP.

14.3. If a requested payment on account is not made or if an invoice remains unpaid after its due date, we reserve the right to suspend all work on your behalf.

14.4. We reserve the right to charge interest at the HSBC base rate plus 6% on any overdue account.

14.5. 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 fees and costs. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, legal rights including registered intellectual property rights such as patents, trade marks and designs.



15. OWNERSHIP OF FILES AND DOCUMENTS

15.1. Our files and documents in either paper and/or electronic form 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 outstanding charges have been paid.

15.2. We reserve the right to charge reasonable expenses in closing files, as well as opening them.

16. DESTRUCTION OF FILES

16.1. It is our normal practice to destroy our correspondence files, draft documents and other papers after the work has been completed after such time as we judge reasonable or as required by English law. If you require hard copies we will make them at your cost. Unless you tell us otherwise, we will assume that you are content with this arrangement. Original documents such as assignments, licences and grant certificates will not knowingly be destroyed.

16.2. We do not make a charge for storing original documents, however we cannot accept any liability for their accidental loss or destruction.

17. CONFIDENTIAL INFORMATION

17.1. While acting for you, we are likely to receive information that relates to you as our client. We will keep such information confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances, such as by our professional indemnity insurers or by our auditors or any other professional advisers appointed by us from time to time.

18. CONFLICTS OF INTEREST

18.1. It will usually not be possible for us to act at the same time for two or more clients whose interests in the matter on which we are advising conflict, except if both clients consent or in other unusual circumstances. When we are first instructed by a client, we use our best endeavours to identify any conflict of interest, actual or potential, that may prevent us from taking on instructions. Conflicts do sometimes arise once we have been instructed as a matter progresses. In such circumstances, we reserve the right to decline to act further for you in relation to the matter in relation to which the conflict or the potential for a conflict has arisen. It may also be that for reasons of client confidentiality we are unable to identify the other client and/or the subject matter involved.



19. USE OF CLIENT NAME

- 19.1. From time to time we would like to mention the fact that we represent you in external communications. Unless you notify us, or have in the past notified us, to the contrary in writing, you authorise us to use your name in our external communications regarding our services (for example on our website, in tenders, in legal directories such as Legal 500), and in circular letters and emails about our services to prospective clients.
- 19.2. Such use is only authorised by you to the extent that we act for you in connection with intellectual property matters and provided that this fact is already publicly available through the official register of a patent/trade mark office. You agree that we have met our obligations under any and all relevant provisions of IPREG and the epi Code of Conduct in relation to securing necessary client consent.

20. SEARCHES

- 20.1. Any searches you request may be carried out by us, by patent/trade mark offices or by independent specialist searching firms. Searching is subject to some uncertainties over which we have no control including limitations and errors in classifications, computer databases and official records. Therefore, no search can be guaranteed to be comprehensive or completely accurate.
- 20.2. We will use our best endeavours to point out any particular limitations when reporting search results. However, you accept that failure to identify a particular document or item in a search does not itself give rise to a liability to you by MIP.

21. INDEMNITY FOR THREAT OF INFRINGEMENT PROCEEDINGS

- 21.1. When we send any communication to any other person asserting the legal rights in your intellectual property on your behalf against that person or any other person, you agree to indemnify us in respect of any costs or other liabilities for which we may be liable as a result of such communication, including from being sued for making an unjustified threat of infringement proceedings. This provision allows us to maintain our objectivity in contentious matters, which may otherwise diminish if we were to become a party to any proceedings.

22. CLIENT CARE AND COMPLAINTS

- 22.1. As UK patent and trade mark attorneys, MIP is regulated by the Intellectual Property Regulation Board (“IPREG”). Details of the professional rules can be found on IPREG’s website (ipreg.org.uk/): IPReg Code of Conduct.



22.2. As European patent attorneys, MIP is regulated by the Institute of Professional Representatives before the European Patent Office (“**epi**”). Details of their professional rules can be found on the epi’s website (patentepi.com): epi Code of Conduct and epi Rules on Discipline.

22.3. 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 or with Stephen Mohun who is Managing Director of MIP and our most senior patent attorney. Complaints will be dealt with in accordance with our Complaint Policy, a copy of which is available on request.

22.4. Please note that if we cannot resolve your concerns, then you may be able to refer the matter (including any complaint relating to your invoice) to the Legal Ombudsman. Details of how to refer a complaint to the Legal Ombudsman (including contact details and information about relevant time limits) are contained on his website: legalombudsman.org.uk.

23. MONEY LAUNDERING

23.1 To the extent required by law, MIP will ask for evidence of identity, and will report to the National Criminal Intelligence Crime Service any suspicion that you, or another party to a transaction, are engaged in handling the proceeds of crime. MIP will not inform you of any such report if we are prevented from doing so by law.

24. TERMINATION OF RELATIONSHIP

24.1. You may terminate our relationship at any time by writing to us. We may terminate our relationship with you where we have good reason to do so (including but not limited to non- or late payment by you of our invoices, or failing to provide payment in advance where so requested) by giving you reasonable notice in writing.

24.2. 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 by reference to the hourly rates applicable at the time the work was undertaken, together with all further sums due to MIP or to any third party incurred on your behalf prior to the date of termination. You agree that we may retain all your files and not supply you with copies of them until such time as all sums outstanding are settled in full.



25. LIABILITY TO OUR CLIENT AND EXCLUSION OF LIABILITY

- 25.1. Any advice given by us shall be based on your having supplied us with all relevant information which shall be true, accurate and not misleading to the best of your knowledge, information and belief (since we will only verify such information if requested to do so by you). Accordingly, we shall not be responsible for any loss or damage arising from reliance on information, or for any inaccuracy or other defect in any document, supplied by you or on your behalf.
- 25.2. Our advice is given to you for your sole benefit and is given solely for the purpose of the instructions to which it relates. No other party may rely on or use such advice without our prior written permission. We accept no duty of care to any person who is not, pursuant to these Terms, our client.
- 25.3. We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including, without limitation, war, acts of God, industrial disputes, protests, fire, storm, explosion, national emergencies, acts of terrorism and failure of third party telecommunications and computer systems.
- 25.4. We shall not be liable to you in any circumstances for any loss, damage, cost or expense arising from any dishonest, deliberate or reckless misstatement, concealment or other conduct on the part of any other person. We shall not be liable for loss of profits or savings or any indirect or consequential loss or damage suffered by you arising from or in connection with the Services.
- 25.5. The aggregate liability of MIP, in any circumstances whatsoever whether in contract, tort, statute or otherwise and howsoever caused (including, but not limited to, negligence) for loss or damage arising from or in connection with the Services shall be limited to the lower of a) the cover we from time to time hold under our policy of professional indemnity insurance the amount of which is available on request and b) any limit of liability set out in any engagement letter or email.
- 25.6. In common with most professional firms we carry professional indemnity insurance. Subject to cover being available and affordable in the insurance market, our level of cover will be not less than £2 million. We review the sum insured periodically for perceived adequacy given the size and nature of our business and given the levels of cover and cost available from time to time in the insurance market. This sum insured is MIP's maximum liability and MIP shall have no additional liability or responsibility regarding its adequacy. Details of our insurers are available on request.



25.7. The limitation on liability set out above shall not apply to any liability on our part for death, personal injury or fraud, or where such limitation is prohibited by law. The provisions of this paragraph shall continue to apply notwithstanding the termination of our engagement for any reason.

25.8. If you consider that there may be circumstances in which you could or might suffer loss or damage arising from or in connection with our services which is irrecoverable or exceeds the amount recoverable under these Terms you may wish to consider your own insurance in respect of the same.

26. DATA PROTECTION

26.1. By instructing us you are consenting to our use as data processors of relevant personal data as appropriate in the course of our professional services, including but not limited to any transfers of such data outside the European Union and sending to you and/or members of your organisation information about our services that may be of interest to you.

26.2. In the case of clients who are individuals you agree that we may process/disclose personal data in connection with (a) the carrying out of credit checks and the taking of credit references; (b) client identification procedures; (c) conflict of interest checks; and (d) the delivery of our services.

26.3. You also agree that we may send you and/or members of your organisation information about our services that may be of interest to you. This may include seminars, hospitality events and legal updates. If at any time you or any member of your organisation does not wish to receive such information from us, please let us know.

27. THIRD PARTY RIGHTS

27.1. For the purposes of the UK Contracts (Rights of Third Parties) Act 1999 you understand and agree that our services are only provided for our named clients and these Terms are only enforceable by you or us and not by any third party.

28. GOVERNING LAW AND JURISDICTION

28.1. You irrevocably agree that English law shall apply to the construction and interpretation of our relationship and these Terms and any non-contractual obligations arising out of or in connection with it and/or them and that the English courts shall have exclusive jurisdiction to resolve any disputes arising in relation to it and/or them.



29. ACCEPTANCE OF TERMS

29.1. Notwithstanding that these Terms will automatically apply when we provide all or any part of the Services to you, we would appreciate it if you would confirm your acceptance of these Terms by signing and returning a copy of these Terms.

29.2. By ticking this box, you indicate your disapproval of our using your name as set out in paragraph 19.1 above.

29.3. I hereby agree to these Terms of Business on behalf of:

[Client Name]

[Signed]

[Print Name]

[Date]

