



## TERMS OF BUSINESS

Of

Cameron Intellectual Property Ltd. having its place of business at Moncrieff House, 69 West Nile Street, Glasgow, G1 2QB, United Kingdom.

### 1. Basis

1.1 We will provide you with confidential professional advice on Intellectual property and related matters. We will carry out all work for you under these standard terms of business.

1.2 Advice will be provided by members of appropriate professional bodies, and will comply with their codes of conduct. It is Cameron Intellectual Property's responsibility to: (a) practise competently, conscientiously and objectively, putting the interests of our clients foremost while observing the law and our duty to any Court or Tribunal; and (b) avoid any conflict of interest. We will perform the engagement with reasonable skill and care and acknowledge that we will be liable to you for losses, damages, costs or expenses caused by our negligence or wilful default.

### 2. Instructing Cameron Intellectual Property

2.1 Unless otherwise agreed, we will assume that any person within your organisation may instruct us on your behalf, unless they clearly do not have the appropriate authority.

2.2 We rely on our clients to give us timely, complete and accurate information and instructions. We prefer where possible to have oral instructions confirmed in writing in order to avoid any possible

misunderstandings. Patent Offices often impose time limits and 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 to allow us to act within such official time limits. We will endeavour to inform you of time limits and of actions or instructions that are required.

2.3 If we receive very late instructions we may not be able to implement them in time, in which case your rights may again be lost irrevocably.

2.4 It is important that you inform us promptly of any change in relation to: (a) any primary contact; (b) your name, address, telephone/fax numbers and e-mail address; or (c) any change of ownership of your patent or other relevant rights. Many such changes should be officially registered by us on your behalf. We cannot accept responsibility for any loss of rights as a consequence of your failure to inform us of such changes.

### 3. Communications

3.1 Written communication with you will normally be exclusively by e-mail. Since we will send you important correspondence which will often advise you of formal deadlines we recommend that you take measures, such as adding our email addresses to your "safe list" and minimising any use of automated junk mail filters, in order to minimise the risk of such correspondence being overlooked.

3.2 We shall be responsible for carrying out regular virus checks; however, we advise you to carry out your own virus checks on any communications (whether in the form of computer disc, e-mail, Internet or otherwise). 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.

#### **4. Third Parties**

4.1 During our work for you we may need to instruct third parties (e.g. – foreign attorneys) to act on your behalf. We may instruct such third parties directly on your behalf, or alternatively you may need to sign a power of attorney or similar appointment to engage such third party. Such third parties are not part of this Firm. Whilst we select third parties we regard as being of good quality, we will not be liable for any default or negligence by such third parties. We shall, of course, monitor such third parties on an on-going basis to ensure that the required service is provided and that Cameron Intellectual Property's high performance standards are maintained.

#### **5. Charges**

5.1 Our charges are in the most part based on the amount of our professional time spent on the matter, although other factors may also be taken into account. Such factors may include the size and complexity of the matter and we may adjust our standard charges if highly specialised knowledge is required, or if the matter is exceptionally complex. Fixed fees may be arranged; however, these are only binding if offered by us in writing and if agreed by you in writing.

5.2 Our hourly rates are competitive and are reviewed regularly to ensure they remain competitive. 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.

5.3 If you are an associate instructing us on behalf of your client, you will be liable for payment of any professional fees, outlays and disbursements incurred by us within the agreed payment term regardless of whether your client has made payment to you for such fees.

5.4 In the event of you requiring our professional advice on strategical matters (including e.g. the provision of our advice on foreign filing strategies and costs) which you then decide not to proceed with, whilst in many cases we will write this charge off, we reserve the right to charge for our time spent on providing you with our advice notwithstanding your decision to not proceed with such work. This ensures that we are able to provide you with detailed and considered advice on the appropriate options available in your circumstances at all times.

5.5 Where we are listed as your professional representatives at the relevant Intellectual Property Office or Court in respect of any Intellectual Property right we will be responsible for reporting any official communications sent to us by that Intellectual Property Office or Court to you and for acting for you generally. Any professional or administrative time spent reviewing such communications and advising you thereon will be chargeable. Where we are commissioned by you to instruct foreign associates to record themselves as your professional representatives at any foreign Intellectual Property Office or Court in respect of any Intellectual Property right they will be responsible for reporting any official communications sent to them by that Intellectual Property Office or Court to you and we will be responsible for reporting the same to you and for acting for you generally. Any professional or administrative time spent reviewing such communications and advising thereon, including any disbursements or charges incurred in the meeting of any invoices raised by such foreign associates for such action will be chargeable.

5.6 In the event that you no longer wish us to act for or advise you on any matter you must inform us immediately in order that we can cease incurring costs on your behalf. You will remain liable for any costs

incurred up to the time at which you make us aware of this.

## **6. Paying Cameron Intellectual Property**

6.1 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. 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 for this.

6.2 We will always endeavour to provide 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, such estimates may not be binding.

6.3 We are able to render invoices to and accept payment from another person nominated by you (for example, another company in the same group). However, please note that ultimate responsibility for making such payment will remain with you.

6.4 If a requested payment on account is not made or if an invoice remains unpaid for after the payment period on the invoice, 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 and to take legal action for the payment of our costs if necessary. We also reserve the right to charge you interest calculated on a daily basis on any overdue amount at the rate of the eight percent above the current Bank of England base rate. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.

6.5 You will be responsible for any expenses we incur on your behalf. These expenses may include Patent Office fees, Counsel's fees, Court fees, the costs of any experts or other agents (including any translators or

foreign lawyers). They may also include such items as photocopying costs, couriers, travel and meeting expenses, telephone and fax charges. Whilst our fixed charges and hourly rates are predictable, you should appreciate that local representatives' charges and official fees are outside our control since they may be changed without notice and (in the case of foreign matters) vary with exchange rate fluctuations.

6.6 We do not store credit card details nor do we share customer details with any third parties. Where previously agreed with the responsible Cameron Intellectual Property attorney, refunds for any credit card payments will be processed within 14 days.

## **7. Ownership and Management of Files**

7.1 We are a predominantly paperless firm and our use of electronic filing systems means that we typically do not retain paper files. Ownership of our paper and electronic files is determined by overriding legal jurisprudence which confirms that certain parts of the files will remain your property and certain parts will remain our property. For the avoidance of doubt, this only relates to the ownership of the physical or electronic correspondence in such files and does not affect ownership of any intellectual property rights. We make no claim to any of your intellectual property rights.

7.2 If at any time you wish to transfer your work to another professional advisor, we will release any parts of the files which are your property once you have paid all outstanding invoices. Parts of the files which are our property will remain our property at all times. We will consider any requests from you for copies of parts of files belonging to us. If we agree to release copies of those parts we may charge a reasonable administrative fee to compensate for our time spent making such copies and collating any required accompanying information.

7.3 We reserve the right to exercise a lien over any parts of the files until our invoices are paid.

## **8. Confidentiality**

8.1 While acting for you, we are likely to receive confidential information about you as our client. We will keep such information confidential, except where disclosure is required by law or regulation.

8.2 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.

8.3 We reserve the right to publicise that we act for you on our website in a promotional capacity. However, this is limited to referring to the name of your organisation and no details regarding e.g. the type or nature of work conducted for you will be published.

## **9. Data Protection**

9.1 By instructing us you consent to our processing of your personal data as necessary in the course of providing our professional services.

9.2 By instructing us you also consent to us transferring your personal data outside of the European Economic Area when necessary in the course of providing our professional services.

9.3 Our processing of your personal data is in compliance with the General Data Protection Regulation EU 2016/679 (GDPR) as supplemented by the Data Protection Act 2018. Please see our separate policy [here](#) (clickable link) for full details on how we process your data.

## **10. Searches**

10.1 Any searches you request may be carried out by ourselves, by Patent 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.

## **11. Indemnity for Threat of Infringement Proceedings**

11.1 Any warning we send on your behalf to a third party has the potential to invoke a counter-claim for unjustified threats of infringement proceedings. Therefore, upon instructing us to send such a warning you agree to indemnify us against any risk of us being sued under such a counter-claim; this allows us to maintain our objectivity in such contentious matters, which would diminish if we were to become a party to any proceedings.

## **12. Legal Privilege**

12.1 In general, communications between a UK Patent Attorney and his client are privileged under Section 280 of the Copyright, Designs and Patents Act 1988. This means that others, 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 some circumstances in which the privileged status of a letter or other document can be lost (for example if it, or its contents, are distributed to persons other than the addressee).

## **13. Conflicts of Interest**

13.1 We will never act simultaneously for two clients whose interests in the matter on which we are advising conflict, unless both clients are given advance notice and

explicitly consent to such an arrangement. When taking on a new client, we will identify conflicts of interest that may preclude us from acting. It is helpful if potential new clients inform us of any companies for whom they believe we will be unable to act without a conflict of interest arising. Occasionally, 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. Because of obligations of confidentiality it may not be 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.

#### **14. Anti-Money Laundering and Proceeds of Crime**

14.1 We are legally required to notify the National Crime Agency (NCA) under the Proceeds of Crime Act 2002 if we become aware of, or suspect, any suspicious activity or circumstance in your financial dealings with us. However, please be advised that, if this situation were to arise, we would not be allowed to inform you that we have notified NCA of any such suspicions. In the event that we deemed it necessary to make such a notification, we would be unable to conduct any further work on your cases until we have specific consent from NCA to do so. Such consent is normally provided quickly; however, there is a possibility that our inability to act for you in such a situation could result in lost rights which we are otherwise looking after for you. Furthermore, we would be unable to warn you of this.

#### **15. Complaints Procedure**

15.1 We pride ourselves on establishing and maintaining excellent relationships with our clients and always aim to iron out any problems before any complaint is considered. However, in rare occasions difficulties and misunderstandings may

arise. If you have any problems, you should feel free to discuss your concerns with us. If we cannot resolve the matter, you should contact the Intellectual Property Regulation Board (IPREG) who will consider your complaint and seek to resolve the issue.

#### **16. Termination**

16.1 You may terminate our relationship at any time by writing to us. If there are circumstances which prevent us from continuing to act for you, we may terminate the relationship ourselves by giving you reasonable 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.

#### **17. Acceptance of Terms of Business**

17.1 We request that you sign these terms and return them to us. We do not require the originals. If you do not do this we will deem your continuing to instruct us as acceptance of these terms and you shall be bound by them.

#### **18. Whole Agreement**

18.1 These Terms of Business constitute the whole agreement between us and may be relied upon by either party in the event of a dispute. No change to the terms of our agreement will be valid unless agreed in writing with us.

#### **Governing Jurisdiction**

##### **Clients in Scotland or Other Territories**

Scottish law shall apply to the construction and interpretation of our relationship and the Scottish Courts shall have exclusive jurisdiction to resolve any disputes arising in relation to it.

**Clients in England**

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

I/We hereby confirm that I/we have read and fully understand the terms of the foregoing and accept the same.

Signed:

.....

Name:

.....

Company Name (if applicable)

.....

Position in Company (if applicable) (e.g. Director)

.....

Date:

.....