

Terms of Business

ACKNOWLEDGEMENT COPY

The aim of these terms is to establish the ground-rules for our business relationship. By understanding them and observing them, you can help the relationship to be successful. All professional work carried out by us will be in accordance with these terms.

WP Thompson is the trading style of WP Thompson Limited, a company registered in England under number 08794195 with a registered address at 1 Mann Island, Liverpool L3 1BP. The company is registered as Patent and Trade Mark Attorneys, and is regulated by the Intellectual Property Regulation Board. www.ipreg.org.uk. References in these Terms of Business to a "Partner" refer to a director of W P Thompson Limited.

- 1) We rely on you to give us timely, complete and accurate information and instructions. Patent Offices often impose time limits. We accept no liability if you do not provide clear and complete instructions early enough for us to act within the official time limits. We will tell you of time limits of which we are aware and of actions or instructions that are required, but we do not undertake to issue reminders.
- 2) You must notify us promptly of any relevant change of personnel, name or address or of any change in ownership of rights. Many such changes have to be officially registered. Please remember that the obtaining of patents, trade marks or designs can take many years.
- 3) You must confirm all oral instructions in writing.
- 4) If requested, we will provide estimates for future costs of any procedure. These will be given in good faith based on knowledge existing at the time, but they are not binding, as costs may be affected by many variable factors beyond our control and the amount of work involved often cannot be accurately forecast. Estimates given are exclusive of VAT unless stated otherwise.
- 5) All actions and attention provided by us are chargeable. These include dealing with telephone calls, reminders and considering and reporting unsolicited communications which we may receive as your agent.
- 6) Where our costs or our fees are in a currency other than sterling, the exchange rate that we use reflects the prevailing commercial rate, at the beginning of the month in question, either to buy (in the case of costs) or sell (in the case of our fees) the relevant currency. We are happy to bill in Pound Sterling (GBP), Euros (EUR), US Dollars (USD) or Japanese Yen (JPY). Disbursements incurred in the same currency as the one in which we invoice you would not be subject to any conversion.
- 7) We may require payment on account, particularly for large items such as fees and expenses to be incurred in foreign filings and actions.

- 8) Otherwise, our invoices are payable on receipt. We reserve the right to charge interest on any overdue account at the prevailing statutory rate as set out in the Late Payment of Commercial Debt (Interest) Act 1998, or as subsequently enacted.
- 9) If payment is not made in due time, we reserve the right to suspend work; rights may be lost if this happens.
- 10) Unless some other arrangement is agreed in advance, by a partner, the body or person who gives us instructions will be regarded as responsible for paying us.
- 11) The details of your cases may be passed to a specialist renewals agency, namely Clarivate Plc (formerly Computer Patent Annuities), who will then correspond with you (or us if you prefer) to monitor and attend to the payment of renewal fees. This will involve our transferring of data relating to your rights to, and our liaising with, Clarivate Plc, and we will receive a client management fee from Clarivate Plc for the payment of renewals that it attends to on your behalf. If you would like us to attend to the payment of renewal fees directly, please let us know.
- 12) These terms of business should be read together with our Policy on Data Privacy for Clients, and these two documents together form the basis of the contract between us.
- 13) Any complaint concerning the work carried out or the service provided should be addressed as soon as possible to the partner in charge of the work.
- 14) In the event that this matter cannot be satisfactorily resolved, details should be sent to Dr J M Potter unless he is the partner in charge of the work, in which case details should be given to Mr A J McKinnon
- 15) You agree to seek, and obtain, our consent for any actual or purported assignment or other transfer of any right (including any right of action or claim), you consider has, or may have, arisen in connection with our business relationship.
- 16) The law of England & Wales shall apply to the construction and interpretation of our relationship and the courts of England & Wales 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.
- 17) No material change to the above terms is valid unless agreed in writing by a Partner.

SIGNED

NAME.....

POSITION.....
(If applicable)

For and on behalf of:

ORGANISATION.....
(If applicable)

DATE.....