Terms of Business

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CHARTERED UK & EUROPEAN PATENT & TRADE MARK ATTORNEYS
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BAILEY WALSH & CO.LLP - TERMS OF BUSINESS

Thank you for instructing Bailey Walsh & Co. LLP to act as your Patent and 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. Any further terms agreed between us will be set out in a letter and will take priority over these terms.

OBLIGATIONS OF BAILEY WALSH & CO. LLP

Our Partners and qualified staff are members of the Chartered Institute of Patent Attorneys (CIPA) and/or the Chartered Institute of Trade Mark Attorneys (CITMA), and all our staff are regulated persons within the meaning set out by our regulator IPREG as either "those authorised by IPREG to carry on a reserved legal activity or those not so authorised but who are a manager or employee of those authorised to carry on a reserved legal activity". As such all our staff will comply with the relevant codes of professional conduct of these Chartered Institutes and IPREG. Details can be found at: https://ipreg.org.uk/.

It is our responsibility to (a) practise competently, conscientiously, and objectively, putting the interest 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 our work with a high level of professional skill and care and acknowledge that we will be liable to you for losses, costs or expenses caused by negligence or wilful default found as a result of our work.

INSTRUCTIONS

It is often helpful if you can nominate an individual within your organisation to act as a primary point of contact for us and keep us updated if this changes. However, 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.

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.

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There are often time limits imposed on the filing, prosecution and maintenance of intellectual property rights and failure to meet these time limits can result in irrevocable loss of 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. Furthermore, we will not incur costs on your behalf or take other action in respect of any matter in the absence of your specific instructions to do so. In the event of late instructions or late payment to us, urgency charges may be charged and interest on any amounts which are overdue may be added.

Where you provide instructions, feedback or comments using artificial intelligence (AI), we request that you inform us of this at the same time as providing the instructions, feedback or comments. Please note that you are entirely responsible for the accuracy of the information you provide to us. Our quotes are based on the expectation that information you provide to us is correct and based on your own words, thoughts and directions. Where AI generated information has been provided to us by you, we reserve the right to charge for any additional professional time that may be incurred in reviewing, commenting and/or providing feedback on such AI generated information.

INFORMATION

It is important that you inform us promptly of any changes in relation to (a) any primary contact; (b) your name, address, telephone/fax numbers and e-mail address; or (c) any change of ownership to your intellectual property rights. These changes often have to be officially registered. Furthermore, please remember that registration of intellectual property rights can take a number of years and there may be little activity for long periods of time, followed by a situation which requires immediate action. We cannot accept responsibility for any loss of rights as a consequence of your failure to inform us of a change in contact details.

PRIVACY INFORMATION

Bailey Walsh & Co. LLP is a 'Data Controller' as defined under the Digital Economy Act 2017 and General Data Protection Regulations (GDPR). Our Privacy Notice outlines how we collect, store, use, and protect the information you provide us. Our Privacy Notice also explains your rights in relation to your personal data, and the steps you can take to contact us or the relevant supervisory authorities in the event that you have a complaint.

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We are fully committed to ensuring that your privacy is always protected. Information supplied to us from which you can be identified will only be used in accordance with our Privacy Notice and not for any other purposes without your express permission.

Our Privacy Notice is available on our website: https://bailey-walsh.com/.

INSTRUCTING THIRD PARTIES TO ACT ON YOUR BEHALF

During our work for you we may need to instruct third parties (i.e. 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 parties. Whilst we shall endeavour to select third parties we regard as being of good quality, such parties are not part of this firm, and we will not be liable for any default or negligence by said parties. The parties we choose to work with are selected based, at least in part, on their professional skills and qualifications in the technical field in question and their cost effectiveness. These criteria are reviewed regularly by us to ensure we continue to offer our clients the best combination of third-party professional experience, reliability, and cost effectiveness and that the performance standards of these third parties and ourselves are maintained. It should be noted that some of the third parties we instruct may work with us on a reciprocal basis. However, we receive no commission or incentives as a result of selecting to use any specific third party. Any third party we instruct will, to the best of our knowledge, be authorised and regulated by their country's regulatory authority to act in relation to the work which we instruct.

Normally, we are invoiced by foreign third parties in their own currency or in US Dollars which are susceptible to fluctuations in exchange rates between the time the work was instructed and the time at which an invoice is issued and paid. This change, which may be positive or negative, will be reflected in the amount of the invoice to you for the work. We may also receive refunds of fees which we have paid on your behalf as a result of subsequently receiving instructions from you to withdraw or cancel the work. If we have invoiced you for that work and the invoice includes the fees we have paid and the refunds are provided directly from the relevant Intellectual Property Office to us we will pass this on to you, minus any reasonable administrative charge. Should any refunds be received by any third parties acting under our instruction we will endeavour to have that refund returned to us so that we can pass the same onto yourselves.

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PROFESSIONAL FEES

Our charges are principally based on the amount of professional time spent on a particular matter, although other factors may also be taken into account. Such factors may include the size and complexity of the matter and the degree of urgency involved. Fixed charges may apply in relation to specific tasks (e.g. the actual filing of a patent application). Where possible we will always endeavour to clearly set out our charges or an estimate of cost in advance of undertaking work on your behalf. It is to be noted that where you provide instructions, comments and/or feedback using AI, this may result in additional professional time charges being incurred.

Our hourly rates are primarily based 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 if you would like to be sent details of these rates.

You will be responsible for any expenses we incur on your behalf. These expenses may include Patent, Trade Mark and/or Design Office fees, Counsel's fees, Court fees, the cost of any expert or other agents (including any translators, draftsperson or foreign lawyers). They may also include items such as photocopying, courier charges, travel and meeting expenses, telephone and fax charges. In the case of foreign matters, costs may vary with exchange rate fluctuations.

Our normal payment terms are 30 days of receipt of our invoice. We may ask for payment on account, particularly with regard to new clients or for large transactions. 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.

If a requested payment on account is not made or if an invoice remains unpaid after the 30-day payment period on the invoice, we reserve the right to suspend all work on your behalf and/or charge interest. This is without prejudice to our right to invoice for work undertaken before such suspension and to take legal action and/or to use a debt collection agency 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, intellectual property rights.

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OWNERSHIP OF FILES

Our files remain the property of our firm at all times. If you would like to transfer your work to other professional advisors, we will copy the relevant parts of the file relating to your work as you request (at your expense) and release the copy file(s) when all our charges have been paid.

SEARCHES

Any searches you request may be carried out by us, by Patent, Trade Mark and/or Design 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.

CONFLICTS OF INTEREST

We 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. When potentially taking on a new client, we try to identify conflicts of interest that may preclude us from acting. However, sometimes conflicts arise later and, in these 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. Due to 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.

CLIENT CARE AND COMPLAINTS

We value our good relationship 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 the senior member of our firm appointed to handle client complaints. We aim to resolve any complaint made within 8 weeks of the complaint having been made.

If we cannot resolve the matter, we will explain why and, if you wish, you can contact the Legal Ombudsman who will consider your complaint and seek to resolve the issue. This is a free service. Information can be found

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at www.legalombudsman.org.uk. The contact telephone number is 0300 555 0333; email address: enquiries@legalombudsman.org.uk; postal address: PO Box 6167, Slough, SL1 0EH.

TERMINATION OF RELATIONSHIP

You may terminate our relationship at any time by writing to us. If there is a good reason which prevents 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 any outstanding charges and expenses up to and including the date of such termination.

MONEY LAUNDERING REGULATIONS AND CLIENT'S MONIES

In order to comply with money laundering regulations, which may be relevant at a particular instant of time, we may require new clients of the firm to supply proof of identity to us. Appropriate proof of identity includes one of an original passport or photo-card driving license **and** one of a utility bill or bank statement in the case of individuals; or confirmation of the registered company details and proof that an individual is authorised to act on behalf of the company in the case of a company. Where possible, we normally request that this documentation is supplied to us prior to initiation of work.

Client money is defined as money "held or received from you by our firm in connection with work undertaken for you. This does not include any advance payments where the terms have been agreed. Where we do hold any client's money for longer than 14 days and that money is unallocated against invoiced work or work which has been instructed, that will be kept in a separate bank account by us and will be repayable at any time only to the same client that provided the money unless it has by that time been allocated to pay for instructed work.

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.

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