

HL RENEWALS LLP

TERMS OF BUSINESS

These Terms of Business constitute the contractual basis on which HL Renewals LLP, a limited liability partnership registered in accordance with the provisions of the UK Limited Liability Partnership Act 2000 (“**HL Renewals LLP**”) will provide services in connection with the renewal or maintenance of granted or registered intellectual property rights and the payment of pre-grant maintenance fees (“**Renewal Services**”) to our client, being any person, company, partnership or other entity instructing HL Renewals LLP either directly or through any agent or intermediary to conduct Renewal Services (“**the Client**”).

Throughout these Terms of Business the words “we” or “our” refer to HL Renewals LLP and the words “you” or “your” refer to the Client.

1. QUALITY OF SERVICE: *HL Renewals LLP aims to provide reliable cost-effective Renewal Services in line with current standards of good professional practice and the requirements of our professional regulatory bodies. We will act fairly and reasonably towards you and will communicate clearly with you on all matters pertaining to the Renewal Services. We hope that you will feel satisfied with every aspect of our service but if at any time you are dissatisfied we hope in the first instance that you will be able to discuss this with the Renewals Supervisor. If the matter is not resolved in this way you can invoke our complaints procedure by writing to “The Complaints Officer” at our registered office. The Complaints Officer will investigate the matter on your behalf and seek to resolve the matter to your satisfaction.*

In providing the Renewal Services it will frequently be necessary for us to instruct agents in other jurisdictions on your behalf. We will select such agents based on the best information available to us as to their expertise and ability but we will not be liable for any losses arising from their negligence or default.

2. IDENTITY OF CLIENTS: *It is essential that we know the precise identity of the Client and the person(s) authorised to instruct us on behalf of the Client. At the start of our working relationship with you we will ask you to specify the entity that is to be our client and to confirm the identity and status of the person or persons who are authorised to provide instructions to us on behalf of that entity. Thereafter, any change to the instructing entity or the authorised person(s) must be notified to us in writing. In the case of joint applicants of proprietors we will require that one person only shall be authorised to provide instructions (although all applicants/proprietors will be jointly and severally liable for settlement of our fees and charges in accordance with the provisions of these Terms of Business).*

Where we receive instructions from lawyers, attorneys or agents, they and not the persons for whom they act, shall be deemed to be the Client and shall be responsible for settlement of our fees and charges in accordance with the provisions of these Terms of Business.

Where the Client makes arrangements for us to render invoices to a third party (such as an investor or another company in the same group) or for a third party to settle our invoices, the status of the Client as our client does not change and the Client remains liable for settlement of our fees and charges in accordance with the provisions of these Terms of Business.

3. COMMUNICATION WITH CLIENTS: *In providing the Renewal Services we will frequently have to comply with strict deadlines imposed by registries (such as the European Patent Office). We will give you as much notice as we reasonably can of such deadlines and of their significance and of what instructions or information we require from you in order to be able to meet them. The provision of timely, complete and accurate information from you in response to any such requests is critical. In the absence of such information we will act on the basis of our last communication with you. We will not be liable if rights are lost or impaired as a result of any failure on your part to provide the required information.*

We can communicate with you by mail, fax or e-mail. We will take reasonable steps to ensure confidentiality but we cannot guarantee the complete security or confidentiality of any such means of communication and we accept no liability for any corruption to or disclosure of data sent by these means. Nor can we accept liability for any viruses which may be introduced into your data or your computer systems as a result of electronic communications emanating from us (although we do invest in a range of protection measures and carry out regular virus checks).

4. CHARGES: *We will invoice you at regular intervals for work done on your behalf. Value Added Tax (VAT) will be added to all our charges as required by law. Our charges are made up of two separate elements as follows:*

- *Service charges – these are fixed fees payable in connection with the Renewal Services and are priced in accordance with our current published tariff (available on request) which is reviewed periodically.*
- *Disbursements – these are the direct fees, costs and charges associated with the carrying out of your work or payable to registries or to third parties (such as foreign agents) on your behalf.*

Where we provide an estimate of costs, this is given as a guide only to assist you in budgeting and should not be regarded as a firm quotation or a fixed or capped fee. Estimates may in particular be liable to change as a result of fluctuations in currency exchange rates. Any estimates given are net of VAT which will be added as required by law.

5. PAYMENT TERMS AND CLIENT MONIES: Unless otherwise agreed, payment of all our invoices is due within 30 days of the date of invoice. Any bank transaction or conversion charges in connection with your payment are for your account and will be re-invoiced if deducted from your payment. We reserve the right to charge interest on late payments at the rate of 3% above the base rate of the Royal Bank of Scotland plc, accruing on a daily basis from the due date. In the event that debt recovery action against you becomes necessary, we will hold you responsible for all agency and legal costs that we incur in connection with such recovery.

If you have any query or complaint regarding an invoice, please raise it with the Renewals Supervisor immediately on receipt of the invoice. While the matter remains in a valid dispute process, you will not be asked to pay the disputed element but you will be obliged to pay any undisputed element of the invoice (including any disbursements) and any other outstanding invoices relating to the same or other matters.

We are under no obligation to provide credit terms and may require payment on account of service charges or disbursements before undertaking Renewal Services on your behalf. This is the firm's normal practice in relation to new Clients in the SME or private client sector, and in relation to Clients who have previously failed to pay in accordance with our standard Terms of Business.

Any money that we receive from you on account of our charges will be held in our designated Client account until such times as the charges have been incurred or committed to whereupon those monies will be immediately transferred to our business account. Where we receive money on your behalf from a third party (such as a Registry) such money shall be paid into our designated Client account for return to you (subject to the deduction of any invoiced sums due to us - which deduction is hereby authorised). Save as otherwise agreed we shall not be required to account to you for interest on monies held for you in our Client Account.

6. LIMITATION OF LIABILITY: It is a professional requirement that we carry professional indemnity insurance to a value of £1 million which is the full limit of our liability to you in respect of any or all work done. If in relation to any aspect of the Renewal Services you believe that a level of insurance cover in excess of £1 million is required, then you must advise us accordingly. We will seek extended cover, but we reserve the right to levy an additional charge to you to reflect the cost of the additional insurance premium.

7. REFERRALS FROM HASELTINE LAKE KEMPNER LLP: HL Renewals LLP is owned by Haseltine Lake Kempner LLP but is a separate legal entity which operates and is administered independently of Haseltine Lake Kempner LLP. If you are a client of Haseltine Lake Kempner LLP then in the absence of instructions from you to the contrary, Haseltine Lake Kempner LLP may refer such of your matters as require Renewal Service to HL Renewals LLP. Any such referrals give rise to a direct contractual relationship between you and HL Renewals LLP and we will deem you to have authorised us to undertake Renewals Services for you in accordance with these Terms of Business. From the date of referral we will correspond directly with you in relation to all such matters and will invoice you directly for all work done.

8. TERMINATION OF CONTRACT: We expect to act for you until completion of your transaction or transactions but if we are unable to secure clear or proper instructions from you, if we are no longer able to provide the service which you require, if the relationship of trust and confidence breaks down or if you fail to settle invoices validly rendered by us in accordance with these Terms of Business then we may terminate the contract by providing reasonable notice in writing.

You may bring your contract with us to an end at any time by informing us in writing of your wish to do so. We have a contractual lien over any documents or other property belonging to you and held by us until such times as you have settled any outstanding fees, charges and disbursements properly rendered by us.

Where the contract is terminated by you or by us, all outstanding invoices will fall due for immediate payment and any charges not yet invoiced will be invoiced immediately and will fall due for immediate payment.

9. RETENTION OF DOCUMENTS AND RECORDS: We will keep such files and records as we consider necessary for the proper conduct of your work. These files and records remain our property at all times and we are free to determine how and for how long they should be retained and when and by what means they should be destroyed. If you have any special requirements relating to file retention or file destruction we will seek to accommodate these subject to your agreement to meet any additional costs or charges incurred.

10. REGULATORY: HL Renewals LLP is registered under the Data Protection Act and operates systems for electronic data storage and receipt to ensure efficient handling of Client data. By instructing us you are deemed to consent to the electronic storage of data relating to your transactions.

In order to comply with legislation relating to money laundering and/or the prevention of terrorism and other crimes, we will undertake such identity checks as may be necessary to confirm your identity and standing.

Your agreement with us is governed by English Law and will be subject to the jurisdiction of the English Courts.

Signed Position

Date Print name

Duly signed for and on behalf of.....[company name]