



These terms of business (“Terms”) apply to all services provided by Ouzman IP Limited (“we”, “us”, “our”) to our clients (“you”, “your”).

1. General

1.1 These Terms apply to all services that we have agreed to provide to you. By sending us instructions and/or allowing us to start providing services to you, you have agreed to be bound by these Terms which will apply to all matters where we have accepted your instructions to perform professional services as Patent Attorneys and/or Trade Mark Attorneys. These Terms form a contract between us which is governed by Scottish law.

1.2 These Terms set out the limitations of our liability to you.

1.3 Any change to these Terms which may be agreed with you must be confirmed in writing from us to you in order to be effective.

2. Our Obligations

2.1 Ouzman IP Limited is regulated by the Intellectual Property Regulation Board (“IPREG”). Details of the professional rules by which we are bound can be found at http://www.ipreg.org.uk/information/code_conduct.php. All qualified attorney staff of Ouzman IP Limited are registered patent attorneys and/or registered trade mark attorneys and are also regulated by IPREG.

2.2 All qualified attorney staff are European Patent Attorneys and are also regulated by the Institute of Professional Representatives (“epi”). Details of the professional rules of conduct can be found at www.patentepi.com/patentepi/en/Rules-and-Regulations/code-of-conduct.php.

3. Instructions

3.1 Unless you have otherwise advised us in writing, we shall be entitled to assume that the person providing us with initial instructions is our client and that this person (whether individual, firm or company) will be responsible for settlement of our invoices and reimbursement of fees and costs incurred.

3.2 Unless you advise us in writing to the contrary, where you are a firm or company, we will assume that any person within your organisation is authorised to instruct us and that we can rely on the information and instructions received from them.

3.3 By instructing us to act for you, you agree that we can complete and sign the documents and forms required to complete your instructions in your name. You agree to indemnify us for all costs, claims and/or demands that might arise from this action.

3.4 We rely on you giving us clear, complete and accurate instructions in a timely manner. We prefer to receive instructions in writing and accept no responsibility that may arise due to our misunderstanding oral instructions. It is your responsibility to ensure that instructions are received by us by the date we have requested them in order to enable us to meet any deadline. Whilst we will endeavour to action late instructions to prevent loss of rights, we do not accept liability for any such loss as a result of late instructions sent by you. Further, late instructions may incur urgency fees which will be charged to you.

3.5 Any advice that we give you is for your sole benefit and is given only for the specific matter to which it relates. No other party may rely on or use such advice without our prior written permission and we accept no duty of care to any person who is not our client according to these Terms.

4. Updating Information

4.1 You agree to inform us promptly of any change of contact details and/or change in ownership of intellectual property rights. We accept no liability for any loss of rights in any case where you have failed to inform us of such changes.

5. Electronic Communications

5.1 We will normally communicate with you by mail, email or fax. You should note that emails may lack security and jeopardize confidentiality. We accept no liability for the non-receipt or late receipt of emails by you or for any corruption of such electronic communications nor for the unauthorised interception of such communications by third parties. We accept no liability (including negligence) for any viruses or the like that may enter your IT system or data as a result of our electronic communication to you.

6. Instruction of Third Parties To Act on Your Behalf

6.1 It may be necessary for us to instruct third parties to act for you (e.g. foreign patent attorneys) and we may require you to sign a power of attorney to engage such a party.

6.2 Although we endeavour to appoint only reputable third parties capable of providing good quality service, these third parties firms are not part of Ouzman IP Limited and we will not be liable for any losses, costs or expenses as a result of any default or negligence by such third parties.

6.3 Where a separate renewals agency is appointed to handle renewal of your rights on your behalf, we will not be liable for any losses, costs or expenses as a result of any default or negligence by such renewals agencies.

7. Professional Fees

7.1 Our charges reflect the professional time spent on the matter and/or fixed charges, plus any official fees, disbursements or other expenses incurred on your behalf. Our fees will vary depending on the complexity of the matter in hand and the degree of urgency involved. Professional time charges reflect the experience and seniority of the attorney(s) involved in the work. Our charges will be reviewed from time to time.

7.2 You will be responsible for any and all expenses incurred on your behalf, including Patent Office fees, Counsel's fees, Court fees, third parties' fees and expenses incurred on your behalf, and the like as well as fax and phone costs, photocopying costs and reasonable travel expenses.

7.3 We may require payment on account prior to proceeding with an action. If this is the case we will not normally proceed with the action concerned until the cleared funds have been received by us. Any bank interest received in respect of money paid on account will be retained by us.

7.4 We are happy to give estimates of future charges upon request. All such estimates are given based upon the knowledge we have of the matter at the time. Estimates are given net of VAT and rely on the official fees at the time of the estimate and any exchange rate current at that time. Our estimates are a guide only, and changes in the amount of work required will affect the charges due. If you wish to set an upper limit to the charges, such a limit must be agreed with you in writing prior to our carrying out the work.

8. Our Invoices

8.1 We will usually invoice you on a monthly or other regular basis as appropriate for the matter concerned. You agree to pay our invoices in full within 30 days of their date of issue.

8.2 If a requested payment on account is not timely made or if any of our invoices remain unpaid after 14 days, we reserve the right to suspend all work on your behalf and we are entitled to charge you interest at a rate of 6% above the prevailing base lending rate of Clydesdale Bank on any overdue amount until payment is made in full. We can still invoice you for work which has been undertaken before such suspension. You will be responsible for the consequences of any such suspension which may include irretrievable loss of rights.

8.3 We shall be entitled to pursue legal action or other debt recovery procedures for any unpaid monies.

9. Ownership of Files

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

9.2 Our normal practice is to destroy all paperwork making up our files once the work has been completed, but to retain a digital copy for a period of 6 years. A re-constructed hard copy of these documents can be provided to you at your expense. Unless you tell us otherwise, we will assume that you consent to this practice. We will not knowingly destroy originally signed documents (e.g. assignments, licences etc.) but cannot accept any responsibility for their accidental loss or destruction.

10. Confidential Information

10.1 Whilst we act for you, we will receive information/documents that relate to you. We will keep such information/documents confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances (such as by our

professional advisors or by our professional indemnity insurers).

10.2 An equivalent obligation of confidentiality exists with our other clients and we will not be able to disclose information we have received in confidence from another party to you or to use such information on your behalf.

11. Data Protection Act 1988

11.1 You consent to our use of personal data (names, addresses, nationality) as appropriate for the provision of professional services to you. You agree that we can transfer such data outside the European Economic Area where this is required to pursue IP rights for you in such territory. We may use your data to send you and/or members of your organisation details of our services, legal updates, hospitality events or seminars that may be of interest to you. If you do not wish to receive such details please let us know.

12. Searches

12.1 Searches that you instruct may be carried out by us, by a patent office or by a third party specialist searching firm. Any search will be subject to limitations including occasional errors in classification, indices, computer databases and official records and therefore no search can be guaranteed for comprehensiveness or accuracy. We shall not be liable for errors by searchers whom we instruct on your behalf or for the consequence of documents not being located by a search having a reasonable search strategy.

13. Indemnity for Threat of Legal Proceedings

13.1 When we send any warning on your behalf to a third party, you agree to indemnify us against the risk of being sued for making an unjustified threat of infringement. This indemnity is to ensure our continued objectivity in contentious matters which would be adversely affected if we were to become a party to the proceedings.

14. Privilege

14.1 We accept no liability in respect of any loss or absence of privilege in communications between ourselves and you. In particular, privilege of a document can be lost if it or its contents are disseminated to a party other than the addressee.

15. Conflicts of Interest

15.1 Before we agree to act for you, we will try to identify whether there is a conflict of interest with any other client. We recommend that you identify to us any firms or companies with whom you believe there would be a conflicting interest.

15.2 An actual or potential conflict can also arise at a later stage due to business acquisition or diversification. We will not knowingly act for or against a client who is in active dispute with you without your written consent (and the consent of the other client) and you agree that we will not be prevented from acting for any of your competitors simply because they are competitors.

15.3 We will not be precluded from acting for a client where we have provided services of translation, renewal and/or providing an address for service for a competitor.

16. Client Care and Complaints

16.1 We value our good relationship with you and are committed to providing high quality service and client care. In the event of any difficulty or misunderstanding please let us know. We undertake to look into the matter carefully and promptly and to respond to you courteously. We have a written complaints procedure which we will provide to you on request. If we cannot resolve the matter with you, you should contact our regulator, IPReg (www.ipreg.org.uk) for matters concerning professional misconduct) or the Legal Ombudsman (www.legalombudsman.org.uk) (for service quality).

17. Terminating Our Relationship

17.1 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 late or non-payment of our invoices) by giving you reasonable notice. In either case, you still need to pay our outstanding invoices for services up to and including the date of termination. You agree that we may retain all of our files on your IP matters and not supply them or copies of them until all our charges have been paid.

18. Force Majeure and Exclusion of Liability

18.1 Your relationship is with Ouzman IP Limited who has exclusive liability for carrying out the services provided to you and for

any negligent act or omission in the course of providing those services. You agree that no individual employee of Ouzman IP Limited has any personal liability for providing services to you, even if such an employee has signed correspondence to you personally. Except for acts of fraud, you agree that any claim brought in respect of any matter on which Ouzman IP Limited were instructed will be made only against Ouzman IP Limited.

18.2 You agree that we shall have no liability and shall not be deemed to be in breach of duties or obligations owed to you if at any time we are prevented, hindered or delayed in carrying out such duties or obligations by reasons of any circumstance beyond our reasonable control.

18.3 We shall not be liable for any loss suffered by you due to the deliberate dishonesty, reckless misstatement or concealment by any other person. We shall not be liable for any loss of profits or savings or any indirect loss or damage suffered by you.

18.4 The aggregate liability of Ouzman IP Limited for loss or damage arising from or in connection with our services is the lesser of:
i) a sum representing the proportion of loss of damage which would be attributed to us by a court allocating proportionate responsibility in proceedings for contribution under the Civil Liability (Contribution) Act 1978;
ii) the limit of our professional indemnity insurance cover at the time the claims is notified to us.

18.5 Nothing in these Terms excludes or limits the liability for death or personal injury caused by Ouzman IP Limited's negligence or for fraudulent misrepresentation.

You acknowledge the receipt of these Terms:

Signed:.....

Name:.....
Print name in block capitals

For:.....
Client name

Date:.....