

TERMS OF BUSINESS

The following terms and conditions apply to all services provided to our clients.

Commencement of our providing services to you shall be deemed to be an acceptance of these terms and conditions.

1. INSTRUCTIONS

1.1 Receiving instructions

Unless otherwise agreed, we will assume that any person within your organisation may instruct us on your behalf and that we may rely on any information and instructions howsoever provided by such persons, unless they clearly do not have the appropriate authority.

Any advice given by us shall be based on your having supplied us with all relevant information which shall be true, accurate and not misleading to the best of your knowledge, information and belief (since we will only verify such information if requested to do so by you). Accordingly, we shall not be responsible for any loss or damage arising from reliance on information or for any inaccuracy or other defect in any document supplied by you or on your behalf.

Our advice is given to you for your sole benefit and solely for the purpose of the instructions to which it relates. No other party may rely on or use such advice without our prior written permission.

For such period as we are instructed to carry out work on your behalf, you give us express authority to complete and sign in your name such forms and other documents as are necessary or desirable to carry out your instructions.

In agreeing to these terms and conditions you agree to indemnify us in respect of all costs, claims, demands and expenses that may result from the exercise of that authority.

1.2 Timing and form of instructions

We rely on our clients to give us timely, complete and accurate information and instructions. Wherever possible, to avoid misunderstanding, language and communication difficulties, or problems arising from clients being based outside the UK and/or in different time zones, all instructions to us should be in writing or, if oral, confirmed in writing as soon as possible. We will accept no responsibility if you fail to confirm your oral instructions or if we have misunderstood or wrongly executed them.

We are happy to accept written instructions by post, fax or e-mail. However you choose to instruct us, it is your responsibility to ensure we have received your instructions or have been given prior notice of them where they are or are to be communicated outside our usual business hours (Monday to Friday 9.00 am to 5.00 pm) or on UK bank and public holidays or if the communication uses an uncommon or non-standard computer format, and we accept no responsibility for instructions not, or incorrectly, executed as a result of your failure to comply with this provision. Patent and Trade Mark 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, but we do not undertake to give further reminders, incur costs on your behalf, or take other action in the absence of instructions to do so. In this situation, your rights may be lost irrevocably. If we receive late instructions we may not be able to implement them in time, in which case your rights

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may again be lost irrevocably. In the event of late instructions or late payments to us, urgency charges may be incurred which we shall have to pass on to you.

1.3 Updating information

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 email address;
- (c) any change of ownership or the grant by or to you of licences of or under your or third party patent, trade mark or other relevant rights.

Many such changes have to be officially registered. We cannot accept responsibility for any loss of rights as a consequence of your failure to inform us of such changes.

Please remember that registration of patents, trade marks and design rights can take years and that there may be little activity for long periods followed by a situation that requires immediate action by you.

1.4 Electronic Communications

We will normally communicate with you by email. Given that e-mails sent over the Internet may lack security and jeopardise confidentiality, we cannot accept responsibility for any corruption in the information communicated to you or its disclosure to other parties as a result of the interception of such communication.

Due to the very nature of the Internet, we cannot accept responsibility for non-receipt or late receipt by you of such communications.

You should advise us as to what should not be sent over the Internet to you or on your behalf.

We advise you to carry out your own virus checks on any communications whether in the form of computer disk, e-mail, Internet or otherwise. We cannot accept responsibility (including in negligence) for any viruses (or their consequences) that may enter your system or data by these or any other means.

2. INSTRUCTION OF THIRD PARTIES TO ACT ON YOUR BEHALF

During our work for you we may need to instruct third parties (e.g. foreign lawyers, patent attorneys, consultants) 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 Creation IP Limited. We will not be liable for any default or negligence by such third parties. Your cause of action will be directly against such third parties.

Please note that failure by you to return necessary signed authorisations may result in loss of rights or require local negotiation with relevant authorities to secure extensions of time, which cannot be guaranteed. Creation IP Limited cannot accept any liability in such circumstances.

3. PROFESSIONAL FEES

3.1 Our charges

Our charges are principally 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 the degree of urgency involved.

We may adjust our standard charges if highly specialised knowledge is required, or if the matter is complex and/or urgent.

Fixed charges may apply in relation to specific tasks (e.g. the formal filing of a patent application).

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Our hourly rates are reviewed periodically. Our charges are calculated at the rates that are current when the work is carried out. Unless we hear otherwise from you, we shall act for you on a continuing basis.

Pending patent, design and trade mark applications can give rise to events triggered by the relevant Patent Office. In addition third parties may contact us regarding any registered rights. Both of these eventualities need to be reported to you and we will make appropriate charges for such reports. However, in line with our company goals, it will be very rare for us to incur charges without your prior approval.

On rare occasions it may be necessary for third parties whom we instruct on your behalf to take urgent action which is in your best interests, without first notifying either us or you. Such action, although unusual, will be within the scope of our over-riding instructions from you. It is important, therefore, that if you have lost interest in an application or a granted right and do not wish to incur any further expenses in relation to it that you contact us as soon as possible.

3.2 Payment of expenses

In appointing us to act for you, you are authorising us to incur such expenses and disbursements as we consider reasonably necessary. You will be responsible for any expenses we incur on your behalf. These expenses may include Patent Office fees, Counsel's fees, Court fees, and the costs of any experts or other agents including any translators or foreign lawyers. They may also include such items as photocopying costs, couriers, reasonable travel costs, meeting expenses, and telephone and fax charges.

Any estimates or quotations given by us are net of VAT which will be charged as applicable on our fees and on those expenses and disbursements that are liable for VAT.

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. Any adverse fluctuations at all times remain your responsibility and you agree that we may recover the same from you at any time.

3.3 Payment on account

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 you should allow sufficient time for such clearance.

3.4 Estimates

If requested, we will give estimates of future charges in good faith based on our knowledge at the time as an aid to assist you in budgeting your expenditure. Under no circumstances should such estimates be viewed as fixed price quotations as charges may be affected by matters beyond our control and the amount of work involved often cannot be accurately forecast. Such estimates will not be binding. If during the course of carrying out the work it becomes apparent to us that our charges are likely significantly to exceed our estimate, we will try to obtain your permission before exceeding our estimate. If you would like to set an upper limit on the charges that may be incurred without prior reference to you then please let us know.

3.5 Invoicing

We reserve the right to submit invoices to you on a regular basis (usually monthly or at appropriate stages in the conduct of the matter). We would be happy to render invoices to and accept payment from another party 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. Unless otherwise agreed, our invoices are payable within 30 days. Where we receive instructions

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from or on behalf of more than one person or company to deal with a matter, each such person or company for whom we are acting is separately responsible for payment of the full amount of our fees, expenses and disbursements regardless of the source of the instructions.

3.6 Late Payments

If a requested payment on account is not made or if an invoice remains unpaid after the payment period on the invoice, we reserve the right to suspend all work on your behalf and we are entitled to charge interest at the Clydesdale Bank base rate plus 6% on any overdue account. 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. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.

4. FILING

4.1 Ownership of files

Our files remain our property at all times. If you would like to transfer your work to other professional advisors, we will copy such of the files relating to your work as you request (at your expense) and release the copy file(s) when all our charges have been paid. Alternatively, we will usually release the files once all outstanding charges have been paid and on receiving an undertaking that is satisfactory to us that we will be given free access to the files, if required.

4.2 Destruction of files

It is our normal practice to destroy our correspondence files, draft documents and other papers after the work has been completed, but to retain an electronic copy for such time as we judge reasonable or as required by UK law. If you subsequently require hard copies we will make them from our electronic copy at your cost. Unless you tell us otherwise, we will assume that you are content with this arrangement. Original documents such as assignments, licences and grant certificates will not be destroyed.

5. CONFIDENTIAL INFORMATION

While acting for you, we are likely to receive information that relates to you as our client. We will keep such information confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances, by our professional indemnity insurers or by our auditors or any other professional advisers appointed by us from time to time. 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. You agree that only information known to those individuals having conduct of or working on the matter to which these terms relate shall be taken into account in determining the scope of our responsibilities to you. You also agree that we have no obligation to disclose to you information outside the scope of our retainer with you. You agree that we are under no obligation to disclose to you or to use on your behalf any information in respect of which we owe a duty of confidentiality to a third party. You agree that because these arrangements exist to protect both your interests and any confidential information learned by our staff in the course of acting for you, we may accept instructions from other parties notwithstanding that such confidential information may be relevant to such other parties.

6. DATA PROTECTION

By instructing us you are consenting to our use of relevant personal data as appropriate in the course of our professional services, including any transfers of such data outside the European Economic Area and sending you and/or members of your organisation information about our services that may be of interest to you. This may include seminars, hospitality events and legal

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updates. If at any time you or any member of your organisation does not wish to receive such information from us, please let us know.

7. SEARCHES

Any searches you request may be carried out by us, 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.

8. INDEMNITY FOR THREAT OF INFRINGEMENT PROCEEDINGS

When we send any warning on your behalf to a third party, you agree to indemnify us against the risks of our being sued for making an unjustified threat of infringement proceedings. This provision allows us to maintain our objectivity in contentious matters, which may otherwise diminish if we were to become a party to any proceedings.

9. CLIENT'S PRIVILEGE

In general, communications between a UK Patent or Trade Mark Attorney and his client are privileged under Section 280 of the Copyright, Designs and Patents Act 1988. This means that other people, 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 circumstances in which the privileged status of a letter or other document can be lost. Please let us know if you would like further information on this area.

10. 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. It is helpful if potential new clients identify to us any firms or companies for whom they believe we will be unable to act without a conflict of interest arising. Sometimes, 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 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. Even where a conflict does arise, you agree that we may continue to act for you and the other party where we can reasonably demonstrate that appropriate measures exist to protect your interests. Where this is not possible you agree that we may at our sole discretion choose to continue to act for one party to the conflict.

11. CLIENT CARE AND COMPLAINTS

Whilst we endeavour to have good relationships with all of our clients, 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 professional staff dealing with your work. If that member of professional staff cannot resolve your complaint, please ask to speak to the Managing Director. We also have a complaints procedure in place that can be made available to you on request. If we cannot resolve the matter, you should contact IPReg who will consider your complaint and seek to resolve the issue. If you are unhappy with their handling of the matter you should raise this with the Legal Services Ombudsman directly in order to resolve your concern.

12. TERMINATION OF RELATIONSHIP

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 non or late payment by you of our

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invoices or failing to provide payment in advance where so requested) 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 by reference to the hourly rates applicable at the time of the work. You agree that we may retain all your files and not supply you with copies of them until such time as all sums outstanding are settled in full.

13. EXCLUSION AND LIMITATION OF LIABILITY

We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including, without limitation, war, acts of god, industrial disputes, protests, fire, storm, explosion, national emergencies, acts of terrorism and failure of third party telecommunications and computer systems. We shall not be liable to you in any circumstances for any loss damage cost or expense arising from any dishonest deliberate or reckless misstatement concealment or other conduct on the part of any other person. We shall not be liable for loss of profits or savings or any indirect or consequential loss or damage suffered by you arising from or in connection with our services. The aggregate liability of Creation IP Limited, its employees and agents in any circumstances whatsoever whether in contract tort statute or otherwise and howsoever caused (including negligence) for loss or damage arising from or in connection with our services shall be limited to the lesser of: a sum representing a proportion of loss or damage which would be attributed to us by a Court allocating proportionate responsibility (having regard to any contribution to such loss or damage by any other person) in proceedings for contribution under the Civil Liability (Contribution) Act 1978; and the limit of our professional indemnity insurance cover at the time the claim is notified to us. The limitation shall not apply to any liability on our part for death, personal injury or fraud, or where such limitation is prohibited by law. The provisions of this paragraph 13 shall continue to apply notwithstanding the termination of our engagement for any reason.

14. LITIGATION

If you are involved in litigation (including arbitration) either as a claimant or defendant there are a number of issues that you should be aware of:

14.1 The Courts have wide-ranging powers and discretion to decide which party or parties should bear the Costs of litigation and in what proportion. "Costs" include legal fees (including any success fee agreed), expenses, disbursements and VAT where appropriate. The usual order is for the unsuccessful party to pay a proportion of the successful party's legal cost but the Courts are able to make other orders. During the course of litigation the Court may order you to make an immediate payment of Costs. Orders to pay Costs usually need to be satisfied within 14 days of the date of the order.

14.2 You are responsible for paying our fees even if the Court orders another party or other parties to contribute towards your Costs. You should be aware that even where a Court awards you a contribution towards your Costs there are sometimes difficulties and/or delays in assessing and recovering them. It is only in exceptional cases that the Courts will order that the unsuccessful party reimburse the entire costs of the successful party. Therefore even if your action is successful you should assume that there will be a proportion of Costs which you will be unable to recover from the unsuccessful party. In cases where the other party or parties are funded by the Legal Services Commission it is unlikely that you will be able to recover any Costs.

14.3 If you are unsuccessful you will be liable to pay our Costs. In addition, the Court is also likely to order you to pay a proportion of the successful party's Costs.

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14.4 If you have legal expenses insurance, insurers rarely indemnify before completion of an action. You will remain liable to pay our invoices when rendered during and at the end of the action even if you have not yet been indemnified by your insurers.

14.5 Once litigation has commenced, if you wish to withdraw from the action, the Court will order you to pay the costs of the other party/parties to the litigation. You will also remain liable to pay our Costs.

14.6 During the course of litigation you will be required to disclose to the other party or parties any document (which includes correspondence, notes, memoranda, electronic information, video and audio tapes) which are or have been in your control and which relate in any way to the issues in the case. Not only does this cover documents which assist your case but also documents which may harm your case. The duty is a continuing one, therefore documents which are discovered or created during the course of litigation will also need to be disclosed. You will be required to sign a document that confirms that you have carried out your disclosure obligations. You may be liable for severe penalties including fines and/or imprisonment if you deliberately fail to disclose a relevant document. It is important that you do not destroy any documentation that relates in any way to the action.

14.7 In all cases involving a dispute that may lead to Court proceedings the need to comply with Court rules places responsibilities on clients and lawyers.

14.8 Under the Courts and Legal Services Act 1990, lawyers have a statutory duty to the Court to act with independence in the interests of justice together with a duty to comply with relevant professional conduct rules. These duties override any obligation that the lawyer may have (otherwise than under the criminal law) if it is inconsistent with them.

15. THIRD PARTY RIGHTS

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is confirmed that our services are only provided for our named clients and our terms of engagement are only enforceable by you or us and not by any third party.

16. GOVERNING LAW AND JURISDICTION

Scottish Law shall apply to the construction and interpretation of our contract with you and the Scottish courts shall have exclusive jurisdiction to resolve any disputes arising under it.

CREATION IP LIMITED

August 2021

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