



BUILDING OUR RELATIONSHIP

IPULSE is committed to providing superior patent, trademark, design, copyright, confidential information and Domain Name (“IP”) services focused on meeting your commercial needs. We believe that by focusing on business objectives and helping clients to use IP and related rights to achieve those objectives, we provide real financial benefit to clients. We will therefore work with you and seek to understand your business needs.

Our relationship with clients is vital to our success.

We welcome your comments to help us achieve even better services. This Statement outlines what we believe to be good practice and constitutes our terms of business. It also provides information relating to our services and charges. The terms set out in this document apply, except where agreed in writing otherwise, to all matters on which we receive instructions from you. Please read this document carefully. If you have any queries please do not hesitate to contact us.

Our first meeting

We aim to establish a solid grounding at the outset that should enable things to move forward more easily and smoothly. Unless you advise otherwise, you will be our Client in this engagement.

We aim to gain an understanding of the commercial context not just the immediate problem. We can then give you preliminary advice and agree with you how to deal with matters as we go forward. We will also make you aware of the costs involved and in many cases discuss how you can plan expenditure as well as agree the basis for any appropriate budgets. We will also give you an indication of the timetable involved. If you are unsure, you are encouraged to ask.

It is important that full and complete contact and billing details are provided to us at the outset.

Having established that there are no conflicts we will agree with you who your primary contact at Ipulse will be (your “Contact”).

Your Contact

Your Contact at Ipulse will be responsible for ensuring that you receive the best attention and will be mutually agreed between you and ourselves. In the absence of an agreed alternative your Contact will be David Rickard.

We aim to have your work done in the most cost-effective way. In some cases this may involve other staff. No matter who in the firm assists with various aspects of your work, your Contact will ensure that you receive proper care and attention and will oversee the work. We will make every effort to avoid changing personnel dealing with your matters,



consistent with our aim of building up a strong understanding of your business. However where change is necessary we will inform you when and why any change is taking place.

The charge-out rate for your Contact and other personnel involved in work on your behalf will be agreed with you from time to time.

You hereby authorise your Contact and other qualified persons at Ipulse to complete and sign on your behalf such forms and other required documents as are necessary or desirable to carry out your instructions and you indemnify us in respect of all costs, claims, demands and expenses that may result from us carrying out your instructions.

Keeping everyone informed

Your Contact will keep you informed as your projects progress. You are always welcome to call your contact(s) at the firm if you would like an update on your project(s) or if you would like to update us on matters pertaining to your project(s) or to your business in general. If the person is not available, your call will be returned as soon as possible.

It is mutually beneficial for us to remain informed of not only your current matters but also any changes in your short and long term plans. This helps us advise you on the most cost-effective protection.

You accept that we can act on the instructions of any of your apparently authorised employees or agents and rely on information provided to us in the course of those instructions.

Many matters, for example applications for registration, take some time and involve a number of steps before they reach a conclusion. We work on these on a retained basis. It is important that you promptly notify us of all changes that will affect our work with you, for example a change of address, personnel or commercial objective. Some changes need to be recorded at Patent Offices.

You will make available to us in a timely manner accurate and complete information and instructions along with all such information that is required to enable us to carry out our work. You will disclose to us all relevant information in full. Often, deadlines will be imposed on us to respond to communications from Patent Offices and other officials. Failure to respond fully and in time can result in rights being lost or extra fees being incurred. We will send advice regarding deadlines but we are not responsible if clear and complete instructions are not received in time. We will try to send reminders but sometimes this will not occur and responsibility rests with you.

Further, if you decide not to pursue an application, registration or other matter that we are handling you must let us know in writing immediately. Until that is received we will generally do what we can reasonably do to maintain the same and you agree to indemnify us for all costs and expenses.



You may prefer to confirm oral instructions in writing. We will carry out oral instructions in all good faith but if they or oral advice requested by you is misunderstood or misinterpreted then we accept no liability.

Confidentiality and Conflicts

All work conducted for you is treated as CONFIDENTIAL and will not be disclosed without your authority unless we are legally required to disclose the information. If there are particular issues that require extra vigilance, for whatever reason, you should tell us when the information is provided.

The nature of our profession is such that a conflict may, although rarely, arise or may potentially arise between two clients of the firm that requires us to seek a waiver from one client in order to undertake a project for a second client in a similar field of technology for example. Consequently, we have instituted a policy of asking our clients for a “blanket” waiver of such conflicts, in advance. This letter is our request to you for such a blanket waiver as follows. We may occasionally be asked by another client to handle a matter that may be in conflict to you. If such a matter is substantially related to work we have undertaken for you, or if it involves your confidential information that we have obtained in the course of representing you, we of course would not accept it. However, you hereby agree in advance to waive any conflict that might result from our representation of another client, so long as the matter is not substantially related to our work for you. Should you seek to withdraw this waiver in the future, we reserve the right to choose which client we will represent, without regard to which client first engaged us.

We may decline to act for one or both of the clients concerned in that matter. Appropriate procedures and arrangements exist to ensure that advice and opinions that you receive are wholly independent of and do not make use of knowledge or information confidential to any third party and we will not make use of any information confidential to you to the advantage of any third party.

Monitoring standards

To ensure that the highest standards are maintained we adhere to a firm set of principles, procedures and systems including:

- The appointment of staff of the highest calibre
- Personnel only deal with matters appropriate to their level of experience
- Participation of staff in ongoing training and education, and
- Close monitoring of work by senior managers.

We will so far as applicable observe the by-laws, regulations and ethical guidelines of the Chartered Institute of Patent Attorneys, and also of the European Patent Institute. You can see copies of these in our offices. We are regulated by The Intellectual Property Regulation Board (IPReg), accessible at www.ipreg.org.uk. Details about Ipulse are available at our office in London.



We will act as outlined in this letter with reasonable care and skill. However, we will not be responsible for any consequential losses, losses, penalties, surcharges, interest, damages or additional liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or fail to respond promptly to communications from us or authorities.

You will at all times (notwithstanding the termination of our engagement on an individual matter or generally) indemnify and hold Ipulse and all its attorneys and staff against all and any costs or claims, damages, losses or expenses (including reasonable legal fees) arising out of your performance or non-performance or resulting from any misstatement or misrepresentation (intentional or unintentional). You agree that we shall not be liable for (notwithstanding the termination of our engagement on an individual matter or generally) consequential or indirect losses. You further agree that any liability that we may have is limited to the total of the fees that we have charged to you in relation to the matter in question.

In the event that you do not engage us to pay the renewal/annuity fees for applications and/or granted IP, you hereby absolve us of all responsibility therefore and indemnify us against all losses, fees and damages that may occur as a result of any failure or non-payment. We will endeavour to notify you of any notices of non-payment that we may receive from a patent office but you agree that we have no liability for failing to do so. You also agree that we will not be responsible for providing any reminders that renewal/annuity fees may be due.

IT

We regard effective management of data as being essential. Our clients experience the benefits and cost savings of that activity. We will make reasonable endeavours to support recognised electronic billing formats upon request and task codes, where appropriate. If you would like further details of our IT capability, wish to discuss specialist IT facilities or have any suggestions we would be pleased to discuss these with you.

We use quality hardware and software. We readily accept and provide documents by email, fax, mail, disk or other computer-readable media.

File management

A dedicated number is assigned to each client, matter, expense and bill. This enables us to archive and track the information easily and to ensure that all correspondence is assigned to the correct file. Correspondence sent by us is archived electronically. All files are kept in accordance with standard procedures so that progress can be easily monitored.

Outside Services

On occasion it may be necessary to instruct outside experts to provide expertise we cannot ourselves provide directly, for example, counsel, investigators, translators or

technical draughtsmen. In addition, the local laws in many countries abroad require that local attorneys prosecute applications in national patent offices. We have an extensive network of independent contacts with whom we work and we choose from these carefully, taking into account your views as appropriate. We monitor the quality of the services provided on your behalf and on behalf of other clients and only instruct service providers who we believe are suitably qualified and competent. Where we instruct an outside expert on your behalf in good faith we are not liable for any failure on their part or for any loss of any type that may arise as a result of the performance or non-performance of that provider.

Our Charges

Our charges comprise standard fees covering standard services and time charges. For many types of work we have through experience been able to estimate the work required because it is relatively consistent, and we generally charge a standard fee for this, for example the fee for standard work in filing a new application. However, in other cases it is difficult to quantify the work likely to be involved because of factors outside our control, for example during examination we will not know if an examiner will object to an application and the difficulty in overcoming an objection can vary from examiner to examiner. We will be happy to discuss these costs at each stage and let you know at any time the total amount already incurred. Our billing rates vary according to the level of expertise and type of task involved. They are subject to regular review and are available on request.

Disbursements, for example Patent/Trademark Office fees and fees for outside services, may be incurred. We will show these in invoices and include appropriate narratives.

We maintain computerised records of time and disbursements and can provide you with details on request. It is our practice to invoice matters at interim intervals as they progress and at the end.

We will, if asked, provide estimates for future work. These will be given in good faith based on information provided by you and knowledge and information accumulated in our database from previous similar transactions and exchange rates at the time. However, any estimate can only be regarded as a guideline and is not binding on us. You will appreciate that actual costs incurred on your behalf may be affected by various elements, particularly where there is a time delay between the estimate being given and the work carried out. Further, where work is time-based, the amount of work involved can often be difficult to forecast. All estimates and other quoted rates are exclusive of VAT unless otherwise stated.

In some cases we may request payment on account as a precondition of work being carried out on your behalf. We accept no obligation to do the work until payment is received and cleared.



Satisfaction

Your satisfaction is of paramount importance to us at Ipulse. When your matter is complete you will be advised. We will also endeavour to inform you of likely due dates for payment of renewal/annuity fees. We will try to remind you closer to the due date but you should enter the dates into your diary as you may not receive the reminder and you agree that we have no liability for not reminding you.

We like to remain in contact with clients after matters are completed and may send regular information updates.

In the unlikely event that something is not quite as you require please discuss it with your Contact. If the matter cannot be resolved at this stage you are invited to write confidentially to David Rickard, the Senior Manager, who will investigate and report back to you as soon as possible without charge.

Payment

Unless some other arrangement has been agreed by us in writing in advance signed by ourselves and an authorised signatory of the named client, the organisation or individual who instructs us will be liable for payment of all invoices and costs incurred in respect of a matter and must settle all invoices. Our standard terms require that all invoices are payable upon receipt by you. Whilst interest and admin charges are due and payable by you in respect of any outstanding invoices from the date of receipt by you, we agree that we will not issue an invoice charging interest if the invoice is paid within 30 days from the date of the invoice. Interest will be charged on all outstanding amounts at a rate of 8% above the UK base-lending rate.

We may also incur disbursements on your behalf. These disbursements will be invoiced and will also be required to be settled within the said 30 day period. In some instances, we may ask for monies on account, to settle any direct disbursements we may incur in matters with your instructions, for example official fees. If we request that these disbursements are paid prior to us commencing any work on your behalf, we accept no obligation to do the work until payment in full is received and cleared; work cannot proceed without such payment and if you lose any rights as a result of not paying such disbursements to us, we shall have no liability; all liability being yours.

We reserve the right to charge an administration fee in the event of late payment. Should any invoice remain outstanding beyond 30 days, we reserve our right to suspend ongoing work until all outstanding amounts have been paid. Any suspension of our work may result in you losing your rights and you assume all liability for any such loss; we accept no liability in respect of such loss and you undertake not seek to claim against us for any such loss. Should we, in our sole discretion, elect to suspend work, we will use our reasonable endeavours to notify you prior to suspending such work.

You acknowledge and agree that these terms and conditions shall act as a bar to any proceedings you may bring against us in the event you suffer any damage or any loss of



any nature from any failure to register, meet deadlines or suspension of your work, as a result of your failure to pay any invoices or monies on account that are due and payable in accordance with these terms and conditions. In the event that we do not receive payment for disbursements rendered by a third party, for example a foreign associate, we may advise that party to seek redress from you directly.

Monies held to your Account

If we receive significant amounts of money on your behalf, it will be placed on a non-interest bearing account unless it is disbursed shortly after receipt.

Files and Ownership of Intellectual Property

All documents and materials (whether electronic or hardcopy) including but not limited to working papers, letters, emails, memoranda, advices, reports, draft documents, specifications or otherwise and copies of any such documents and materials in relation to which we have carried out work for you is our property unless and until we assign them to you in writing. We are not obliged to provide you with such documents notwithstanding that all outstanding invoices have been paid. The documents and materials we create are used for the purposes of providing you a service and are not a work for hire as defined by the Copyright, Designs and Trade Marks Act 1988.

You acknowledge and agree that such documents, materials and work product remain our property at all times and you may not use any such materials, documents, work product or copies of them without our written permission to do so. You undertake to keep all documents we provide to you confidential unless we otherwise prior agree to their disclosure. If you wish to transfer your work from this firm to another firm, any relevant files and documents shall remain with us; access to and copies of them may be provided (but excluding internal memorandum, advices or notes) subject to a copying charge being pre-paid and all outstanding invoices being settled. In some cases we may, in our discretion, be prepared to transfer our files (in whole or in part) after payment of all outstanding accounts and providing an appropriate indemnity in a form required by us against any future claim or request for information from the files in question. We shall be entitled to keep copies (at your cost) of such files for compliance with any laws or regulations.

You hereby assign to us all rights title and interest (legal and beneficial) in all applications and registrations together with all intellectual property the subject thereof and all intellectual property in relation to which you ask us to provide services (including all underlying inventions), free of all encumbrances. We will re-assign to you all legal and beneficial title in all intellectual property assigned pursuant to the foregoing sentence (except any work product in relation thereto) upon the fully cleared payment of all our invoices (including disbursements) for work relating to the subject matter of this Deed or other work undertaken on your behalf. You acknowledge and agree that all applications and registrations recorded in your name shall be held in trust for us until payment of all invoices in full by cleared funds. You acknowledge and agree that in the event that payment in full is not received by us within 90 days of an invoice we shall retain legal



and beneficial title and authority in all your intellectual property the subject of our services, and we may sell, record in our name and otherwise complete our title in, deal with or dispose of all or part of the intellectual property and any applications and/or registrations thereof in our discretion. You undertake to do all things necessary to and take all necessary steps to give effect to the terms of this Deed, including but not limited to signing documents to formally transfer title to us and to enable us to record our ownership, and you hereby irrevocably grant to us your irrevocable power of attorney to do all things and execute all documents necessary to give effect to the provisions of this Deed.

You and all directors, partners and members personally guarantee the payment of all invoices and will pay any difference between any amount recovered following any sale, and the amount owed. We shall be entitled to (i) seek an injunction to prevent you or any agent from selling, licensing, transferring or otherwise disposing of the intellectual property, and (ii) all other remedies, including but not limited to damages for any consequential loss. You agree to sign on demand all documents requested by us to be signed to record, complete or legalise our right and title, and any disposal of the intellectual property, applications and registrations.

Please note that any use by you of any intellectual property, domain name, business name, indicia or copyright material associated with a trademark or otherwise owned by us and/or which is the subject of our services or is our work product, is used by you under licence from us, whilst we are providing our services and until all invoices are paid in full (whichever is the latter). Should invoices remain unpaid for a period in excess of 90 days, we may require that you cease and desist from using any intellectual property, domain name, business name, company name, indicia or otherwise associated with any such application or registration and we will require such intellectual property, not already owned by us but associated with our intellectual property and/or work product, to be assigned to us at your cost. After said 90-day non-payment period any continued use of such intellectual property, domain name, business name, indicia or otherwise shall constitute an infringement of our rights and we reserve our right to seek an appropriate remedy. You acknowledge and agree that damages may not be an adequate remedy, and we shall be entitled to seek injunctive relief against you. In the event that it is necessary to seek any remedy against you, we shall seek the reimbursement of our costs on an indemnity basis.

Further, we may, without further notice to you, dispose or deal with such intellectual property as we deem appropriate including selling or licensing any trademarks, patents designs or otherwise. Should we be unable to recover from such sale, the full amount of the invoices outstanding, we reserve our right to recover any shortfall from you as a debt.

You hereby grant to us your irrevocable power of attorney, to do all things necessary and to execute all documents on your behalf, in order to record and make good our title in any and all intellectual property associated with the subject matter of our instructions (including any intellectual property held by you but associated with the intellectual



property dealt with by us on your instructions, or which is our work product), and to sell, dispose, encumber or otherwise deal with any such intellectual property in our discretion, or otherwise to give full effect to intention of this section of the Deed.

Should you as an individual or a client company be unable to pay your/its debts as and when they fall due or if you decide to consult or appoint an administrator, liquidator or such other similar person to deal with your affairs, or agree to enter into any arrangement relating to a debt, you shall prior to that appointment/agreement advise us immediately in writing and immediately complete and sign all relevant documentation to enable us to record and make good our title to such intellectual property and applications and registrations.

Please note that our files may be destroyed when no longer current and you should, therefore, let us know if you require these to be sent to you.

The normal destruction date will be:

Trademark applications	6 years from filing
Patent applications	6 years from filing
Design applications	6 years from filing
Litigation	6 years from final decision

Data Protection Act 1998

To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees. We confirm that when processing data on your behalf we will comply with the relevant provisions of the Data Protection Act 1998.

Contracts (Rights of Third Parties) Act 1999

Only someone who is a party to this Deed has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms against us.

The advice we give you is for your sole use and does not constitute advice for any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them unless we have specifically agreed to this.

General

In the event that you are acting as agent for someone else, you confirm that you have full authority to give instructions and accept full responsibility for all instructions given and for full and timely payment of our charges.

If you wish us to cease work on a matter you agree to notify us in writing and until receipt of that notification you will continue to be responsible for all charges and you will



accept full responsibility for ensuring compliance with all deadlines and payment of all fees and taking all other necessary steps. You undertake not to engage any person either as an employee, consultant, advisor or otherwise who has been engaged by us within 2 years prior to the date of your cessation of any work or termination of our relationship (whichever is later).

You agree that we shall have no liability and shall not be in breach of any duty or obligation to you if at any time we are prevented, delayed or hindered in complying with any deadline duty or obligation by reason of circumstances beyond our control. You also agree that in providing you with the services (i) we shall not be liable for any indirect or consequential loss including without limitation any financial loss or loss of turnover, profit, business or goodwill or increase in costs and expenses or the claims of third parties, and (ii) our liability to you in contract, tort or otherwise arising out of or in connection with the services shall be limited for any one incident or series of incidents to the total of all fees paid by you to us on the matter in question. No responsibility is in any circumstances accepted by us other than to our clients alone.

We reserve the right to choose which clients we act for at any time.

No material change to these terms is valid unless agreed in writing by the Senior Manager of the firm. Every matter on which we act for you shall be under the terms of this Deed, which shall be governed by and construed in accordance with English law and the courts of England and Wales have exclusive jurisdiction. This Deed may be executed in any number of counterparts. All claims against Ipulse or any of its employees or agents must be made in the Courts of England, which shall have exclusive jurisdiction. The parties will perform, execute and deliver such further acts and documents as may be required to give effect to and implement the purpose of and to perfect this Deed.

These terms will remain effective from the date of engagement, whether signed explicitly or agreed by engagement, and may be amended from time to time. In the event that you have not signed a copy of this Deed, you will do so when requested and agree that it shall have full effect as from the date of your original instructions engaging us. If these terms are not in accordance with your understanding of the agreed terms please let us know immediately. Having read this Deed we accept the terms and conditions and engage Ipulse.

Thank you for taking the time to read this Deed. If you have any questions or comments we would like to hear from you.



Help us give you the best service

We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service please let us know by contacting David Rickard.

IPULSE

For further information, please contact David Rickard at:
Carrington House, 126-130 Regent Street, London W1B 5SE, UK
Tel: +44 (0)20 7287 9991 Fax: +44 (0)20 7287 9993 mail@ipulse.biz