



T&Cs / Letter of Engagement

This document sets out the terms of engagement and procedures that Agile IP LLP ("Agile") follow for work conducted in respect of intellectual property matters. Please read through the document carefully and if you have any questions please contact us immediately to avoid any confusion at a later point in time.

Point of Contact

Your current contact within Agile will carry out the majority of substantive work on your cases and should be the first port of call for any questions you may have. Having said this, if this person is unavailable at any time please contact any of Agile's Partners (a full list appears on our website) who will be more than happy to provide assistance.

Substantive Work

Substantive work may include, for example, drafting patent specifications, preparing and filing patent, design and trade mark applications, reviewing and preparing other documents relating to intellectual property, preparing letters, email and telephone correspondence and attending meetings. It may also include providing opinions concerning patentability and third party infringement and, ultimately, litigation work. Generally, substantive work is charged on the basis of hourly rate. The current hourly rate of our qualified attorneys at Agile is £230 plus VAT.

External Specialists

It may be necessary for us to instruct external specialists to provide expertise we cannot provide directly. The most common example is the instruction of foreign patent law firms to represent you in front of their national patent offices. It may also include, without limitation, patent and trade mark searchers, translators and technical draftsman.

We have experience with working with solicitors and barristers in intellectual property litigation. In such cases, we always take the lead to ensure that we control costs and to make sure that work is not overlapping work already conducted. Where we instruct an external specialist on your behalf we do so in good faith.

Insurance

Intellectual Property Insurance is available and can provide a powerful deterrent to competitors. We would be happy to refer you to an insurance specialist if you so wish.

Administrative and Procedural Matters

Various administrative tasks required for your cases will generally be charged on the basis of our standard service

charges, details of which we are happy to provide to you on request. It is important for Agile and our clients that our charges are entirely transparent and that you do not receive surprise invoices, of any amount, that one would not reasonably expect under the circumstances.

Your Instructions

Please note that, as an integral part of our business relationship, we rely on you to provide us with timely, complete and accurate information and instructions. The majority of our work follows deadlines set by various Intellectual Property Offices for dealing with procedural and substantive matters and failure to meet these deadlines may lead to any rights you may have acquired being lost irrevocably.

Change of Address etc.

It is important that you notify us as soon as possible of any change of personnel or address to enable us to be able to contact your company, and the correct person in that company, to obtain instructions.

It is also important to notify us of any change of ownership or licensing rights of any of your intellectual property portfolio to ensure that the correct advice can be provided to avoid problems going forward.

Advance Payment

As a general rule we shall require an advance payment from new clients for work undertaken to at least cover our disbursements.

Again, this does, of course, depend somewhat on the urgency of your instructions. In some cases, however, we may still refuse to conduct work without some sort of advance payment - technology is commonly available to allow instant money transfers.

Invoices

We shall send you our invoice which includes our charges, foreign attorney or other external specialist charges and official fees generally on completion of each stage of your case. If, however, work is carried out but is subject to a

delay in its completion or is not completed, for whatever reason, we may send you our invoice for the work carried out to date.

We expect payment of our invoices promptly. Any advance payment will, of course, be deducted from later invoices.

We require settlement 30 days from the invoice date. If payment is late we reserve the right to charge interest after the 30 day period.

If a requested payment is not forthcoming, and any reasons for the delay are not made clear, or we consider to be unacceptable, then we reserve the right to stop all work on your cases irrespective of any approaching deadlines. This may lead to rights being lost if deadlines are missed. We shall not release any files to you until all undisputed invoices have been cleared. We shall also contact appropriate foreign attorneys and other external specialists to instruct them to stop all work and not to incur any further costs until payment issues have been resolved.

We may also seek recovery of overdue debts through County Court claim procedures.

Your Protection

We very much take on board the commercial needs of our clients. We do recommend that professional searches be conducted before entering a new market and/or territory to make you are aware of any potential infringement or validity problems. We do understand though that client budgets often prohibit full searches to be conducted. However, it is important to note that without the results of full searches we are unable to advise fully of the prospects of any third party infringement claims or the surfacing of any documents/claims that put validity of your applications at issue.

If any claims are received however, we are committed to dealing with them in a practical way to seek to keep any costs to our clients to a minimum.

It is important to bear in mind that any searches conducted are non-exhaustive and have an inherent limitation on their completeness due to the nature of searching.

File Archiving and Destruction

It is the policy of Agile to retain old files for a limited period only. For patents, trade marks and registered designs we will store files for six years following their expiry or abandonment, after which time the files will be destroyed unless we are requested by the client to return them.

Where possible and appropriate, Agile will endeavor to keep paper use to a minimum for environmental reasons. Consequently, it is Agile's intention going forward to rely more, though certainly not exclusively, on email and other digital transfer of information. Further, Agile will always seek to use recyclable materials where appropriate.

Limitation of Liability

In relation to your instructions our liability is limited to losses, damages, costs and expenses ("losses") caused by our negligence or willful default. We will not be liable if the losses are due to acts or omissions of any other party or due to the provision of incomplete, misleading or false information or lack of instructions.

We shall not be liable for indirect or consequential economic loss or damage (including loss of profits) suffered by a client.

Nothing in this letter excludes or restricts any liability arising from fraud, dishonesty or reckless disregard of our professional obligations or liabilities which cannot be limited or excluded by law. Any partner, member, employee or agent of Agile may rely upon and enforce this limitation in that person's own name or that that person's own benefit.

Quality of Service

Agile is committed to providing our clients with a high quality of service and we are confident that this will be achieved in all cases. However, if you have any queries, concerns or complaints regarding any aspect of the work or charges then please feel free to raise them with your main contact in the first instance. A copy of our internal complaints procedure is available upon request which outlines the process by which formal complaints will be handled. Whist we ask that you attempt to resolve your

complaint with us internally, you also have the option of referring a complaint to the Legal Services Ombudsman.

Governing Law and Jurisdiction

English Law shall apply to the construction and interpretation of our relationship and the English Courts shall have exclusive jurisdiction to re- solve any disputes arising in relation to it.

Please indicate your acceptance of these Terms & Conditions by signing the section below.

Client Name _____
(Individual / Company) please indicate

Signature _____
If a Company, a Partner/Director should sign
and print name here:

Date _____

Address for Correspondence: _____

Email _____ Tel _____