

Terms of Business

A working relationship

These Terms of Business define important aspects of the relationship between Dehns Germany and you, our client. Unless agreed in writing by a partner of Dehns Germany, all professional work carried out by us will be in accordance with these Terms.

1. Who we are

- 1.1 Dehns Germany is a Limited Liability Partnership (Dehns Germany LLP) registered in England and Wales under the number OC389089 whose partners and consultant attorneys are either German patent attorneys or United Kingdom patent attorneys. All partners and consultant attorneys are also European patent attorneys. Any person acting on our behalf does so in their capacity as a partner or consultant attorneys of ours, and not in any personal capacity. Any action by them, any communication from them, or any advice from them, is taken, sent or given on our behalf. The term 'partner', wherever used within these Terms of Business, solely means a member of the LLP and does not mean a partner within the meaning of The Partnership Act 1890 nor that any partnership exists within the meaning provided in that Act.
- 1.2 Depending on their qualifications, German partners and consultant attorneys of Dehns Germany may be members of the Patentanwaltskammer and on the list of professional representatives before the European Patent Office or the list of professional representatives before the European Union Intellectual Property Office (EUIPO), the body that handles European Union Trade Mark and Community Design Matters.
- 1.3 Depending on their qualifications, UK partners and consultant attorneys of Dehns Germany may be on the Register of Patent Agents in the United Kingdom, the Register of Trade Mark Agents in the United Kingdom, the list of professional representatives before the European Patent Office or the list of professional representatives before the European Union Intellectual Property Office (EUIPO), the body that handles European Union Trade Mark and Community Design Matters. They may be members of the Chartered Institute of Patent Attorneys (CIPA), the Chartered Institute of Trade Mark Attorneys (CITMA) or the Institute of Professional Representatives before the European Patent Office (EPI).

1.4 Dehns Germany LLP is regulated as an entity by The Intellectual Property Regulation Board (IPReg) in the United Kingdom. The German partners and consultant attorneys of Dehns Germany are regulated in Germany by the Patentanwaltsordnung and Berufsordnung der Patentanwälte (Mitteilungen der Deutschen Patentanwälte 1997, 243 ff). The UK partners and consultant attorneys of Dehns Germany are also regulated by IPReg in the United Kingdom. In respect of matters before the European Patent Office, Dehns Germany is subject also to the Rules of Conduct of EPI.

2. What we will do

2.1 We will handle your affairs on a confidential basis, with due skill, care and diligence and in a timely manner. Our partners and consultant attorneys will only undertake work within their competence. We will work with you to obtain a favourable outcome in any matters that we handle for you but success cannot be guaranteed.

2.2 Work carried out outside of Germany and the UK will usually require the involvement of local patent or trade mark attorneys or agents. We frequently refer to such attorneys or agents as “associates” but we have no financial interest in them and are not tied to one particular associate in any country. Whilst we take care in the appointment of associates whom we consider will handle your affairs confidentially and with due care and competence, in some developing countries there may be a very limited choice. We cannot accept any liability for the actions of associates whom we have appointed on your behalf in good faith. Unless we are specifically requested to do so, we do not seek competitive quotes from associates and in some cases we might need to make a charge for obtaining and comparing such competitive quotes.

3. Liability

3.1 Advice that we provide to you is for your use only and should not be disclosed to or relied upon by a third party without our prior written approval. If we give approval, it is on the condition that you inform the third party that Dehns Germany accepts no liability to third parties who rely upon advice that we have given to you.

3.2 No employee, associate or consultant of Dehns Germany will have any personal liability for work undertaken for you.

3.3 The liability of Dehns Germany and its partners, employees and agents for any loss or damage suffered by you arising out of or in any way connected with our work, however the loss or damage is caused, including our negligence but not our wilful default, **shall be limited to €3 million** or, if lower, an amount equal to that part of the loss or damage that would be fairly apportioned to us by a court, taking account of the role played by other parties.. If for a particular matter or matters there are joint clients, our liability shall be limited to a single amount, calculated as above in this paragraph, across all of those parties. No exclusion or limit in these Terms of Business applies to liability in respect of death or personal injury caused by our negligence.

3.4 If there is a risk that in carrying out work for you we may be liable to a claim from a third party which exceeds €3 million, for example in the preparation of a due diligence report for a prospectus inviting investment in your company, we reserve the right to require an indemnity from you in respect of any such third party claim and to obtain, at your expense, additional professional indemnity insurance to cover the additional risk.

3.5 We may, on your behalf, need to instruct overseas attorneys or agents, searching agencies or other suppliers of service which are not controlled by us. Whilst we will endeavour to instruct only people whom we believe will handle your affairs confidentially and with due care and competence, we will not be liable for any losses, liabilities, costs or expenses arising as a result of any default or negligence on the part of any such third parties.

4. Our charges

4.1 Charges for our services may be based on one or more of the following:

- (i) Professional time spent.
- (ii) Third party expenses (“disbursements”), including Patent Office and Trade Marks Registry fees and the fees of overseas associates.
- (iii) Fixed service charges.
- (iv) Fixed fees inclusive of disbursements.
- (v) Fees for office services such as typing, photocopying and translation.

- (vi) A commission on certain outside services that we obtain on your behalf, such as patent or trade mark searches and the preparation of patent drawings.
- 4.2 A fixed service charge for a particular matter is a minimum charge for handling that matter and is inclusive of clerical work necessary to deal with the matter. If professional time is required, that will be charged for in addition to the fixed service charge at the hourly rate of the professional engaged in that additional work.
- 4.3 A scale of charges, including ranges of hourly rates for professional work, is available on request. The hourly rates for a particular matter should be discussed with the person supervising the matter.
- 4.4 All work done by us is chargeable and this includes meetings with you and other people involved in your matter, telephone calls, e-mail correspondence, reminders to you and reviewing correspondence and documents. It also includes reviewing and forwarding correspondence from third parties in respect of cases for which there is no active matter but for which we are the agent or attorney of record.
- 4.5 If a disbursement is in a currency other than euros, we will apply our standard rate of exchange at the time of entering the disbursement into our accounting system. Our standard rates of exchange include an element of commission and we do not impose an additional charge for making routine payments in other currencies. If we provide a quote for doing something that will involve a disbursement in a foreign currency, such as paying a renewal fee, in the event the exchange rate has varied from the date we provided a quote, we will use our discretion in deciding whether any fluctuation in exchange rates should result in a credit note to you or an additional cost to you.
- 4.6 On some occasions when we have used an external supplier of services and have charged the disbursements to you, we may at a later stage receive a rebate from a supplier based on the amount of work sent to that supplier over a given period or on the speed at which we pay the supplier. Given the number of clients whose work might be handled by that supplier, we do not pass on such rebates to our clients.
- 4.7 Where applicable, we will add German or UK VAT to our fees and disbursements. All fees and disbursements are payable in euros unless otherwise agreed and confirmed by us to you in writing.

5. Estimates

- 5.1 It is usually difficult at the beginning of a matter to know exactly how much professional time will be required to complete that matter. There may also be issues beyond our control such as the fees of overseas associates or other suppliers of services, who themselves may be unable to provide fixed estimates, changes to official fees and variations in exchange rates. On request, at the outset of a matter or at any time whilst the matter proceeds, we will provide you with an estimate of the likely cost of the matter and we will advise you as the matter progresses if the original estimate is likely to be materially exceeded. We will base our estimate on our appraisal of the matter and our experience of other matters of a similar type but we cannot guarantee that the work will be completed within any estimate given.
- 5.2 Any estimate is not an agreed fixed fee, is given only as a guide, and should not be regarded as a firm quote.
- 5.3 In certain cases, we may be prepared to agree a fixed price quote for a matter. If we agree a fixed fee we will confirm this to you in writing. Where such a fixed price quote has been given we reserve the right to vary such quote in the event of a material change in circumstances such that the quote would have to be exceeded for the matter to be concluded, and we will seek your consent in advance before costs are incurred exceeding the quote.
- 5.4 Any expenses incurred by us on your behalf will be charged in addition to our fees. If we have provided an estimate or a fixed price quote, this will include any expected disbursements but these may vary for reasons beyond our control. Where we become aware that a disbursement will materially exceed that stated in any estimate or fixed price quote, where reasonably possible, we will advise you in advance and seek your consent before incurring such disbursement. However, we may not be aware of any variation until after the event. Accordingly, the figure you are actually charged for disbursements may exceed that stated in any estimate or fixed price quote.
- 5.5 Unless stated to the contrary, any estimate or fixed price quote is in euros and is exclusive of VAT.

6. Credit status

- 6.1 We may require payment on account of fees and/or disbursements before undertaking work on your behalf and from time to time during the matter. Any sum requested will be offset against your final bill but our fees and/or the disbursements may be greater than any sum paid on account.
- 6.2 We may set a credit limit for you. On request we will advise you of that limit. If the limit is exceeded, we may advise you that we will require a payment on account from you before carrying out further work on any cases that we are handling on your behalf. We will give you reasonable notice of any required payment, but you acknowledge that any delay in making the payment on account may result in additional costs being incurred or rights being lost, for which we shall have no liability.

7. Statutory obligations

- 7.1 We are required to comply, where applicable to our business, with The Terrorism Act 2000, The Proceeds of Crime Act 2002, The Bribery Act 2010, The Money Laundering Regulations 2017, The Criminal Finances Act 2017 and similar legislation.
- 7.2 We may need to carry out checks on the identity of individuals, companies or the owners of companies, even if we have acted for the client before or the client is known to us personally. In the case of individuals, the identity check may involve inspecting photographic proof of identity such as a photocard driving licence or a passport. If funds are to be transferred we may need to investigate the source or destination of those funds. Where it is appropriate to return funds that we have previously received, either from you or from another source on your behalf, we may refuse to return these to a destination that is different from the source from which they were received. Any costs incurred by us in making such investigations may be charged to you.
- 7.3 If we need to make a report to a relevant authority to comply with our statutory obligations, we may be required to do this without notifying you. We will not be liable for any loss or damage you may suffer as a result of our compliance with any statutory obligation.

8. Our invoices and payment thereof

- 8.1 Invoices may be delivered to you in paper form or electronically, for example by e-mail.
- 8.2 Unless otherwise agreed in writing, our invoices are payable in pounds sterling within thirty days of invoice date. Failure by you to pay one or more invoices by the due date in cleared funds may result in us suspending further work on any matters that we are handling on your behalf. That may lead to additional costs being incurred or rights being lost.
- 8.3 Please ensure that all payments made to us are accompanied by an identification of the invoice and matter concerned. You should ensure that we are notified if funds are being transferred to our bank account, and that the purpose of the payment is clearly identified. If we have asked for a payment prior to taking action, we will require confirmation from our bank that the payment has been credited to our account in cleared funds. If funds are transferred to our bank account in such circumstances but we do not receive advice of payment from our bank, there is a risk that additional charges will be incurred or rights lost.
- 8.4 We reserve the right to refuse payment in cash of any sum.
- 8.5 At our discretion we may agree to accept payment by credit card. If we accept payment by credit card, a surcharge will be added to the sum payable to cover our costs in providing the credit card facility. You will be notified in advance of this surcharge, and typically it would be 2.5% of the total invoice value or amount paid inclusive of VAT.
- 8.6 We reserve the right to charge interest on any amount that is overdue for payment as well as any costs or expenses incurred in recovering such amount. The rate of interest shall be 2% per annum above Barclays Bank Plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether or not we start proceedings for recovery of the amount due and before or after judgment in the event of such proceedings. You shall pay the interest immediately on demand by us.

8.7 Notwithstanding clause 7.5, we may in the alternative claim interest at our discretion under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). We are entitled to use the statutory rate of interest that applies for the time being. As of 1 January 2018 the statutory rate of interest payable is 8% above the statutory reference rate, which is set twice a year as the Bank of England Base Rate on 31 December and 30 June. In the event that these provisions do not apply by statute to our dealings with you, they shall be deemed to apply and to be incorporated into these Terms of Business.

9. Funds held on your behalf

9.1 We do not normally hold money provided by clients, other than by way of payment of fees or disbursements or money paid in advance on account for fees or disbursements to be incurred. However, in the event that we agree to hold money on your behalf for another purpose, we shall hold such money on trust for you in a client account which is entirely separate from our professional business accounts.

9.2 Occasionally, we receive a payment from a third party which is for the benefit of a client. In the event that we receive such a payment from a third party which is for your benefit, the following provisions shall apply:

- (a) In the event of a refund of fees from an Intellectual Property Office in respect of a particular matter, if the refund is equal to or less than the sum of (i) any amounts due to us as shown on your account in respect of any matters and (ii) the value of work in progress in respect of any matters at the time of the refund, the refund will be applied as a credit to your account. If the refund exceeds the sum of (i) any amounts due to us as shown on your account in respect of any matters and (ii) the value of work in progress in respect of any matters at the time of the refund, that sum if any will be applied as a credit to your account and the excess will be paid to you as soon as is practicable.
- (b) In the event of the payment to us of an award of costs made in your favour in a particular matter handled wholly or in part by us, if the payment is equal to or less than the sum of (i) any amounts due to us as shown on your account in respect of that particular matter and (ii) the value of work in progress in respect of that particular matter at the time of the receipt of the payment, the payment will be applied as a credit to your account. If the payment exceeds the sum of (i)

any amounts due to us as shown on your account in respect of that particular matter and (ii) the value of work in progress in respect of that particular matter at the time of receipt of the payment, that sum if any will be applied as a credit to your account and the excess will be held on trust for you in the client account.

- (c) In any other case the money received will be held on trust for you in the client account. However, we reserve the right to charge for any additional checks which we may need to carry out to verify the source of funds to comply with our statutory obligations.
- (d) For the purposes of paragraphs (a) and (b) above, the value of work in progress shall be subject to VAT where applicable.

9.3 Any sum held on trust for you in the client account will be paid to you, or to a third party nominated by you, as soon as is practicable. You will not be entitled to interest on any sum held on trust for you in the client account unless payment to you or the third party has been delayed by us for an unreasonable period, you request us in writing to pay interest, and the interest that would be payable exceeds €50. Any such interest payable shall be calculated using a rate of interest which is 1% per annum below Barclays Bank Plc's base lending rate from time to time.

10. Your obligations

- 10.1 As our client, you are responsible for payment of all costs in respect of work carried out on your instructions, including our fees and any disbursements incurred by us. Your responsibility extends to ensuring that we are paid on time in cleared funds. If there is any error, theft or fraud that results in the means of payment not coming into our possession, you remain liable even if, as a result, you suffer loss.
- 10.2 Your responsibility for payment of all costs applies even if you, in turn, have a client or third party who does not provide you with funds to pay these costs. If we agree to invoice a third party in respect of work done on your instructions, you will remain liable for all costs in the event of default by the third party.
- 10.3 You are responsible for any instructions that are sent to us by an employee, partner or officer of yours, or by any consultant, agent or other person from whom we have previously been authorised by you to accept instructions, unless we have received prior written notice not to accept such instructions. If costs are

incurred as a result of us acting in good faith on unauthorised instructions, you will remain liable for such costs. We shall not be liable for any loss you may suffer as a result.

- 10.4 If you wish to abandon a case or to transfer responsibility from us to yourself or to another representative, you must inform us in writing as soon as possible. This is particularly important if we have been requested to keep a case open and we carry out continued or repeat work such as the payment of renewal fees in the absence of instructions from you. In respect of pending matters such as patent, trade mark or design applications, both we and any foreign associates will assume that you still wish to continue the matter unless we are notified by you in writing to the contrary. If there is any development it will be reported to you in the normal manner. You will remain liable for all costs and disbursements until we have received instructions in writing that you wish to abandon or transfer the matter and we have had a reasonable period to implement them.
- 10.5 You cannot transfer responsibility for payment of our charges to another party, and you will remain liable for our charges regardless of what you may decide to do with any rights we have acquired for you.
- 10.6 We do not operate conditional fee arrangements. Your responsibility for payment of all costs applies even if the outcome of a particular matter is unfavourable to you.
- 10.7 If you are our overseas associate and we are your client in respect of any matters, for ease of accounting all payments from one to the other shall be made on an invoice by invoice basis unless agreed otherwise. However, at any particular time the difference between the value of unpaid invoices issued and work in progress in respect of which we are your client, and the value of unpaid invoices issued and work in progress in respect of which you are our client, determines the true liability of one to the other. The value of work in progress shall be subject to VAT or other taxes where applicable. In the event that the respective liabilities are expressed in different currencies, we may convert either liability at a market rate of exchange. We may at any time, without notice to you, set off any liability which you owe to us against any liability owed by us to you, whether any such liability is present or future, liquidated or unliquidated, under this agreement or not and irrespective of the currency of its denomination. Any exercise by us of our

rights under this clause shall be without prejudice to any other rights or remedies available to us under this agreement or otherwise.

11. Precautions you should take

- 11.1 It is your responsibility to check that instructions or other material sent to us by any means, including fax, e-mail, courier and post, have been received and are being acted upon, particularly where deadlines are imminent. You should bear in mind that public holidays may result in disruption to delivery of items by post or by courier or us being able to act on your behalf. We endeavour to divert incoming business e-mails where the person dealing with your matter is absent, but you should request an acknowledgement and monitor the receipt of any communication sent to check that your instructions are being carried out. You should confirm all oral instructions in writing to avoid any misunderstandings. If we communicate by e-mail you accept that e-mail is not a secure form of communication and the contents of an e-mail could be intercepted and read by a third party.
- 11.2 For so long as we continue to be instructed by you, we will advise you of any due dates for action to be taken. We will endeavour to remind you of these dates but you should keep a record of them yourself. If we have asked you for instructions, information, documents or other material required for action to be taken by a due date, we rely upon you to provide this in a timely manner. If you do not provide the full and correct material in reasonable time for us to comply with a due date, then you will be liable for any additional costs incurred by us or by overseas associates for urgent handling of the matter or for obtaining an extension of time if that is possible. We accept no responsibility for the consequences if material is not received or is received so late or is incorrect or insufficient so that we are unable to take the appropriate action before a due date, which may lead to a loss of rights or to surcharges or other fees being levied for late compliance.
- 11.3 Please notify us promptly if there is any change of name, address, telephone number, fax number, e-mail address or similar information, or if there is a change in the person from whom we should seek instructions. If communications from us do not reach you, rights may be lost and we cannot accept responsibility for any such loss. Please also advise us promptly of any change of ownership of rights. It may be important to record a change of ownership by a due date to ensure that rights can be enforced properly.

12. Our files

- 12.1 Our files in respect of cases that we handle on your behalf are our property. However, we are willing at your expense and on your written instruction to provide you, or somebody acting on your behalf, with access to the files and/or copies of papers from the files, subject to removal of any information that may be confidential, covered by professional privilege, or contains personal data that cannot be disclosed. If it is necessary for original documents to be taken from our files, we reserve the right to take copies at your expense for retention in our files.
- 12.2 Access to the contents of our files in the above ways is conditional on your account with us being up to date. We are entitled to keep all your papers and documents whilst there is money owed to us on any account. We shall have a lien over all papers, documents, money or other property held on your behalf until all sums due to us are paid in cleared funds.
- 12.3 We have a file destruction policy which is available to you on request. Unless specific terms are agreed with you regarding the retention of files when cases are no longer current, your files in our possession may be destroyed, in accordance with our policy, without reference to you.

13. Transfer of representation

- 13.1 You are at liberty at any time to transfer responsibility for a matter to yourself or to another professional representative. Additionally, circumstances may arise in which we find ourselves unable or unwilling to act for you, and we will then ask you to take on responsibility for the matter yourself or to nominate another representative. In either case we shall cooperate with you and any replacement representative in order to preserve your interests.
- 13.2 We reserve the right to charge you for any work we are asked to carry out in connection with transferring responsibility, such as providing schedules and status information and bringing attention to due dates. We also reserve the right to charge you for any work we need to do after the transfer of responsibility, such as forwarding correspondence received by us after the transfer.

- 13.3 In the event of a transfer of responsibility the provision of files or copies of papers shall be in accordance with Section 12, "Our Files". In the event that your account is outstanding at the time of the transfer, if we are asked to carry out work in accordance with Clause 13.2 we shall nevertheless endeavour to advise you or your chosen representative about any critical due dates or other critical information that is not available readily from other sources. However we cannot accept responsibility if you do not meet any critical due date.

14. Complaints

- 14.1 If you have concerns about any aspect of the service we have provided, including the quality of the work, the speed of service, the fees charged, the conduct of a person or any other matter, these should be addressed to the person with whom you have been dealing. This may be done in any way convenient to you, whether orally by telephone or at a meeting, or in writing in a letter, e-mail or other document. In many cases, it is possible for the person handling a case to deal with concerns very quickly to the satisfaction of the client. Sometimes this may involve discussions with another member of the firm such as a supervising partner in respect of the case. If, having raised concerns, you are dissatisfied and are of the opinion that you have suffered or may suffer financial loss, distress, inconvenience or other detriment, you may ask for our Complaints Procedure to be implemented. You may ask that the person you have been dealing with notifies our Client Services Administrator that you wish to make a complaint, or you may do this yourself to:

Client Services Administrator
Dehns Germany LLP
10 Old Bailey
London
EC4M 8NG

+44 (0)20 7632 7200

clientservices@dehnsgermany.com

We reserve the right to implement the Complaints Procedure ourselves if we believe that to be the best way of resolving an issue.

14.2 The Client Services Administrator will set up a file concerning the complaint, and send you a copy of our Complaints Procedure. The Client Services Administrator will pass on your complaint to a partner involved in the management of the firm, normally the Senior Partner or the Managing Partner, who will either investigate the complaint personally or refer it to another partner. In any event your complaint will be investigated by a partner who is competent to consider the issues and who was not involved in the matter leading to the complaint. The partner investigating the complaint will contact you directly and will explain to you the manner in which your complaint will be investigated and propose a timetable for dealing with the matter.

14.3 You should make a complaint to us within a year of realising that there is something that causes you concern. We will endeavour to reach a final decision on the complaint as quickly as possible and in any event within eight weeks of receiving the complaint.

14.4 A copy of our Complaints Procedure is available on request at any time, whether or not you wish to make a complaint.

14.5 If you are not satisfied with either the way that we are handling your complaint or the outcome of our Complaints Procedure, you may be able to refer the matter to the Legal Ombudsman. You should do this within six months of your last contact with us regarding the complaint. The contact details are as follows:

www.legalombudsman.org.uk

Legal Ombudsman
P.O. Box 6806
Wolverhampton
WV1 9WJ
United Kingdom

0300 555 0333 (from within the UK)

+44 121 245 3050 (from abroad)

14.6 If your complaint concerns a possible breach of the Rules of Conduct of the IP Regulation Board (IPReg), you should contact them if you are not satisfied with either the way we are handling your complaint or the outcome of our Complaints Procedure. Their details are as follows:

IP Regulation Board
5th Floor, Outer Temple
222-225 Strand
London WC2R 1BA

+44 (0)20 7353 4373

ipreg@ipreg.org.uk

www.ipreg.org.uk

14.7 Our Complaints Procedure does not limit your right to register your complaint with one of the bodies whose rules of conduct govern our activities in connection with work that has been done for you, nor your right to bring proceedings in a Court seeking compensation.

15. Data protection

15.1 Dehns Germany LLP is the Data Controllers for data protection purposes and is registered under the Data Protection Act 1998. Dehns Germany LLP can be contacted concerning data protection matters at privacy@dehnsgermany.com.

15.2 In order to deal with your affairs, we may store and process information comprising personal data. This personal data will concern you as our client, if you are an individual. Where you are not an individual, this personal data may concern your representatives e.g. your employees with whom we deal. We may also store and process personal data concerning individuals who are the owner or licensee of a proposed, pending or granted patent, design, trade mark or other intellectual property right which we are handling on your instructions, or concerning individuals who are an inventor, whether actual or potential, or designer designated in connection with such an intellectual property right. Where you, our client, are an IP attorney, lawyer or similar professional, this will include equivalent individuals connected with your own clients for whom we are passed personal data as part of the services we are to perform.

15.3 The personal data we collect will be the name of the individual concerned, their relationship to our client and, where we will need to contact them directly, their contact details (including postal address, email address and telephone number).

Where you, our client, are an individual, we will request sight of your passport for identity verification purposes and so additional information contained therein will also be collected. We will receive your business bank account details when you make a payment to us and we may use this to make refunds to you, where appropriate. We may also collect financial data for credit-referencing purposes.

In the case of an inventor or designer, the personal data may include a contact address, information as to the individual's nationality, profession and country of residence, whether they are an employee of the owner of the intellectual property right concerned, and / or brief details of how rights were transferred from that individual to the owner.

We will usually obtain this information from you, our client, or your representatives. By accepting these Terms of Business, you are confirming that personal data provided to us by you or your representatives concerning other individuals is so provided with the prior permission of those individuals. In certain situations, we may obtain the information from an existing record in the public domain e.g. from details concerning a particular intellectual property right as published by various public intellectual property organisations around the world. Where you, our client are an individual, we may also obtain personal data from credit-referencing agencies.

The personal data will be entered, where applicable, into the databases within our specialised case management system, our accounting and credit control systems, in records held within our document management system and within written records held for specific cases. Data may also be held in communication systems and software.

15.4 Where you, our client, are an individual, we process your personal data under the legal basis that it is necessary for the performance of our contract with you.

In respect of data collected in respect of your representatives or the other individuals referred to in 15.2 above, we process this data under the basis that we have a legitimate interest to do so because such data is also necessary to properly perform the services we have agreed to supply to you.

We also have a legitimate interest to use the information we hold about you or your representatives to contact you from time to time to advise you of information such as developments in the law or other news or to bring to your attention services which may be of benefit to you. You have the right to object to direct mailing in this way.

15.5 The personal data will be entered into our databases and /or written records and the details will then be accessible by all of our partners, staff and consultants located in our offices within the UK and in Germany unless we specifically agree with you that certain details are restricted to selected personnel.

Details may also be made available to:

- Public intellectual property organisations such as the Intellectual Property Office in the UK and equivalent bodies in other countries. These organisations may publish such personal data and may make the personal data available to third parties who may in turn publish the personal data.
- IP/law firms outside the UK who we engage to deal with your affairs in other countries and they in turn may make the data available to public intellectual property organisations.
- Specialist organisations to whom we sub-contract certain work such as payment of renewal/annuity fees, validation of European patents in various European countries, preparation of technical drawings etc.
- Where you, our client, are an individual, to credit-referencing agencies for assessing credit risk and to our bankers where we need to make a refund or other payment to you.

Where, as part of the above, we transfer personal data outside of the EEA, we do this because it is necessary for the performance of a contract between the relevant individual and us or for the performance of a contract, concluded in the interest of the relevant individual, between us and our client or a third party.

15.6 We take the security of personal data seriously. We have internal policies, controls and technical processes in place to try to ensure that such data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by authorised personnel. Where we engage third parties to process personal data on our behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

15.7 (a) Where the data held is related to a particular case, we will store the data for a period of up to 10 years after the completion of our work or, if later, 2 years after the expiry of the IP right involved. However, the data will continue to be stored where, at the relevant time, paragraph (b) also applies to the data.

(b) Where the data held also has general application to the services we provide to you (for example, the contact details of you or your representatives) we will store this data throughout the period we provide such services to you. Should we cease to act for you, we will continue to hold this data for a period of up to 7 years after we cease to act for you in order to be able to deal with any queries or issues that arise during that period concerning our previous work.

Paragraphs (a) and (b) above are subject to any specific alternative agreement concerning data retention that we have with you.

15.8 A data subject has a number of rights. In certain circumstances, they can:

- Request access to, and obtain a copy of, their data;
- Request rectification of their data that is incorrect or incomplete;
- Request deletion of their data;
- Request restriction of the processing of their data;
- Object to the processing of their data; and
- Request the transfer of their data.

If a data subject believes that we have not complied with their data protection rights, they can complain to the Information Commissioner.

15.9 An individual is not obliged to provide personal data to us. However, it is possible that we will be unable to properly perform the services we are engaged to provide without this information.

15.10 Personal data is not processed based on automated decision-making.

15.11 By accepting these Terms of Business, you are accepting responsibility for bringing the information in this clause 15 to the attention of any individual whose personal data may be stored, processed, supplied and published in the manner set out in this clause. Alternatively, individuals can be referred to <https://www.dehnsgermany.com/site/help/privacy/>. Where you are an IP attorney, lawyer or similar professional, this will include individuals connected with your own clients for whom we are passed personal data as part of the services we are to perform.

16. Conflicts of interest

16.1 Except with the approval of the parties concerned, we shall not act for a client on a particular matter if, having acted for another client on a conflicting matter, our professional duty to either client may be compromised.

16.2 We do not undertake not to work for another client whose general interests may conflict with yours, for example because they operate in the same or a similar field of business or technology, if there is no conflict or significant risk of conflict in respect of matters on which we act for you and the other client.

16.3 If in the course of acting for you, or in the course of discussions in the context of prospectively acting for you on a matter, we acquire knowledge of you, your affairs or your technology which is confidential or at least has not been widely disseminated to the public, we shall not disclose that knowledge to any other client and we shall not rely upon that knowledge in acting for any other client.

17. Acceptance of terms

- 17.1 Your continuing instructions amount to your acceptance of these Terms of Business.
- 17.2 These terms, any other documents referred to herein and any correspondence we send to you confirming the services we will provide contain the entire agreement between the parties with respect to its subject matter, supersede all previous agreements and understandings between the parties, exclude any other terms and conditions inconsistent therewith which you might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by you, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

18. Third party rights

For the avoidance of doubt nothing in these terms shall confer on any third party any benefit or the right to enforce any of these terms.

19. Governing law

English law governs these Terms of Business, and any variations that may be agreed. Both the firm and you, our client, agree that any claims or other disputes in accordance with these Terms of Business may be brought before the English courts.

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