

TRADE MARK ASSOCIATES

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TERMS OF BUSINESS

1 INTRODUCTION

- 1.1 These terms of business together with an email that we will send you outlining the exact scope of work to be undertaken on your behalf forms the entire agreement between us as the terms of TMA LLP's appointment (retainer) in respect of the matter to the exclusion of all other pre or post contractual correspondence, discussion or inducement. By signing and returning the attached letter, you agree to incorporate these Terms of Business into the contract with TMA LLP and to be bound by them.
- 1.2 Should you instruct us in respect of another matter in the future, a separate letter or email of appointment may be issued in respect of that matter but, until then, the terms of our retainer in respect of that matter will be incorporated into that contract by implication with the same terms as our retainer in this matter.

2 CHARGES AND ESTIMATES

- 2.1 Unless agreed otherwise, our charges are based in a set hourly rate for time spent including secretarial time. Our hourly rates are subject to revision every 1 May and may be revised at other times. Presently, our hourly rates are as follows:
- Partners: £265
 - Associates £195
 - Paralegals £150
- Any other charges may be advised to you by letter or otherwise.
- 2.2 Costs incurred for trade mark applications are non-refundable, regardless of the success of the application.
- 2.3 Currently VAT is payable on our bills. We will advise you in writing if this situation changes.
- 2.4 Our bills do not usually include formal narrative of the work that we have done. We are happy to provide this, but we reserve the right to make a charge for the cost of preparation.
- 2.5 We shall normally give estimates as to the likely costs of a matter. Obviously factors beyond our control may affect estimates and we aim to bring such factors to your attention.
- 2.6 We reserve the right to charge you for any losses incurred on foreign currency disbursements as a result of changes in the exchange rates between the date of our rendering our invoice and its date of payment and any charges levied on us by our bankers in processing payments received from you and payments made to you on your account.

- 2.7 In addition to the firm's professional charges, any invoices delivered will include disbursements and out of pocket expenses to be incurred on your behalf during the conduct of the matter. These may include government registration fees, counsel's fees, photocopying (15p per sheet for A4 size non-colour), secretarial overtime and international telephone calls. These will be itemised separately in our invoices.

3 MONEY LAUNDERING

- 3.1 We are subject to anti-money laundering legislation that requires us to report suspicions of money laundering to the relevant authorities. It is an offence for us to prejudice any investigation by certain authorities by "tipping off" any person who may be the subject of suspicion or any third party, if such a party is suspected of money laundering.
- 3.2 By instructing us you agree and acknowledge that where we are subject to such obligation we must comply and that you will not pursue or make any claim, action or demand against us arising out of such compliance and will hold us harmless and indemnify us from all costs, claims, charges and expenses arising from our compliance with such obligations or any actions arising from them.
- 3.3 So as to comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 we would be obliged if you could enclose with your acceptance of our terms and conditions the following:
- § a copy of your company registration certificate;
 - § a photocopy of your passport or photocard driving licence; and
 - § a recent utility bill.

4 GOVERNING LAW AND JURISDICTION

- 4.1 The engagement of this firm and the terms of our retainer shall be governed by and construed in accordance with the laws of England and Wales and any claims shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

5 PAYMENT OF INVOICES

- 5.1 All interim invoices rendered by us will be interim statute bills, unless otherwise agreed in respect of a specific bill. An interim statute bill is a self contained bill which is final in nature but covers an interim period. We also send disbursement only bills on an interim basis. We reserve the right to combine interim statute bills and disbursement only bills into one invoice.
- 5.2 Our bills are due for payment 14 days from issue. If a bill remains unpaid, we may charge interest at the rate of 2% per month until payment of the bill has been received by us. We reserve the right to withhold client papers until the balance has been paid, unless instructed to do so by the Courts of England and Wales.
- 5.3 If we have rendered a final invoice and we are or have become liable to a third party for fees or expenses incurred on your behalf, we reserve the right to render a further bill or bills to cover such disbursements.

6 CONFLICT OF INTEREST

- 6.1 We are not aware of any basis on which we have a conflict of interest which would preclude us from acting for you.

- 6.2 It may be that we are asked by an existing or future client to act on their behalf where that matter may be similar to this matter. We will not be restricted from doing so unless there is an actual conflict.

7 CONFIDENTIALITY

- 7.1 The information provided to us by you will be treated as being confidential in nature and will be kept confidential, subject to our obligations at law. However, if we are working with other advisers, we will assume unless you advise otherwise, that we may disclose any such information to and discuss it with other advisors, as we deem appropriate.

8 TERMINATION

- 8.1 We expect to continue to act in any matter on which we have accepted instructions from you until the matter is completed. However, either of us can bring the instructions to an end at any time. We will not terminate our retainer with you except for good reason and upon giving reasonable notice.
- 8.2 In addition, we reserve the right to decline to act for you if you do not give us satisfactory instructions within a reasonable period of us asking for them, do not pay promptly any request for money on account or do not pay a bill when due.

9 LIABILITY

- 9.1 Your relationship will be solely with TMA LLP and TMA LLP will have sole legal liability for the work done for you or for any act or omission in the course of that work. No TMA LLP person will have any personal legal responsibility whether in contract, tort (including negligence) or otherwise. In particular, the fact that a TMA LLP person signs in their own name, any letter, email or other document in the course of carrying out that work will not mean that they are assuming any personal legal liability separate to that of TMA LLP.
- 9.2 You agree that (other than in the case of fraud) any claim brought in respect of a matter upon which we are instructed will be made against TMA LLP and not any person employed by TMA LLP.
- 9.3 We aim to carry out all matters on your behalf with reasonable care and skill. Should we be in breach of any obligation to you, through negligence, wilful omission or for any other reason (except fraud) our liability shall be limited to the cost of re-applying for the intellectual property concerned (at our risk and expense) or, at our option, refunding the price paid by you.
- 9.4 Notwithstanding anything else contained in this Agreement, this Firm shall not be liable to you for loss of profits or contracts or other indirect or consequential loss or damage whether arising from negligence, breach of contract, misrepresentation or any other cause of action arising out of the subject matter of this Agreement or otherwise.
- 9.5 This Firm does not exclude liability for death or personal injury caused by the Company's negligence.
- 9.6 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 9.7 If instructions are terminated you will remain liable for our fees and disbursements to the date of termination of the instructions or to which we may be committed plus

any fees and disbursements for work necessary in connection with the transfer of the matter to another adviser of your choice and/or removing ourselves from the appropriate official records as appropriate.

10 FILES AND DOCUMENTS

- 10.1 After completing work on your behalf, we are entitled to retain all your papers and documents whenever there is money owing to us for our fees or disbursements.
- 10.2 We will normally retain all papers and documents in storage for a reasonable period, generally not exceeding ten years from the end of the instructions on the matter concerned, on the understanding that we have your authority to destroy them at any time after this period.

11 ELECTRONIC COMMUNICATIONS

- 11.1 During the course of our engagement it is likely that we will communicate electronically with each other. The electronic communication of information cannot be guaranteed to be secure or virus free, as it will be transmitted over a public network and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.

12 CLIENT MONEY

- 12.1 In the event that we require a proforma invoice to be paid before work is undertaken, that money will be held on trust for the client in an account which is entirely separate from TMA LLP personal business accounts.
- 12.2 Any interest accrued on funds held in trust by us will be retained by TMA LLP.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1 These terms of business and the terms of this retainer are exclusively between you and TMA LLP. No other party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms of business or of this retainer.

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