



P A T E N T S      T R A D E M A R K S      D E S I G N S      S T R A T E G Y

## GENERAL CONDITIONS OF SERVICE

### 1. General information for our clients

This document defines some of our mutual obligations. Acceptance of a copy of this document constitutes your agreement to the conditions appearing therein and any instruction from you to us is accepted on that basis.

### 2. Our obligations

IPSILOGO and its professional colleagues are subject to the rules of ethics of the profession of "Conseil en Propriété Industrielle" (Industrial Property Attorney) in France. The patent and trademark attorneys within our practice are bound by the internal regulations of the CNCPI (National Society of Patent and Trademark Attorneys), and our professional representatives before the EPO (European Patent Office) are bound by the Code of Conduct of the Institute of Professional Representatives before the European Patent Office (EPI).

Our business is subject to French law and to current rules of ethics, particularly regarding confidentiality, professional secrecy and conflict of interest. We would refer you in particular to Articles 12 and 14 of the internal regulations of the National Society of Patent and Trademark Attorneys, which you may consult at the following address: <http://www.cncpi.fr/iaa144-44-reglement-interieur-cpi-pi-conseils-propriete-intellectuelle-contrefacon-.htm>.

If, despite all our vigilance and our professionalism, our professional civil liability were engaged, that liability is covered by an appropriate insurance contract. In any matter, it is limited to the sum of EUR 15 245 000.

In no circumstances may our liability be engaged vis-à-vis yourselves for acts of negligence, negligent or unqualified advice or contract violations on the part of our third-party foreign colleagues who may receive instructions from us on your behalf. Likewise, we will not be liable for indirect or resultant damages or loss in connection with such actions (including, without limitation thereto, any loss of profit, client base or anticipated savings or other advantages).

21 October 2016

P A R I S      N A N T E S      T O U R S      L U X E M B O U R G      H A N O V R E      N E W - Y O R K

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### **3. Our client**

Subject to another arrangement agreed in advance, the entity or the person instructing us will be deemed to be our client and, as such, will be required to pay our fees. If another entity or another person were required to pay our fees, said other entity or person must confirm this arrangement in writing and in advance, and our client will remain liable for payment of our fees if this other entity or person should default.

Where more than one party is involved, for example in the case of joint applicants for a patent, trade mark or design, we may request the appointment of a single representative from whom we will receive our instructions and to whom we will address our invoices for the account of all the parties. However, the parties as a whole will remain liable for expenses incurred in application of the instructions of the single representative.

When our client is a company, and except where we are instructed to accept instructions solely from certain specified persons, we may accept instructions from any person within the company giving us instructions or acting on behalf of the company.

### **4. Instructions**

We will require from yourselves complete and precise instructions and information in good time ahead of such deadlines as we indicate to you. We cannot be held liable for a loss of rights if you do not give us clear and complete instructions sufficiently early for us to be able to act by official deadlines. We advise you systematically at least once of due dates and of actions or instructions expected of you.

We will ask you to confirm in writing all your verbal instructions. Our liability may not be engaged in the event of a misunderstanding or a misinterpretation of your verbal instructions.

If, however, urgent action is required in order to preserve your rights or your interests, we may, entirely at our discretion, act without waiting for your instructions. Under such circumstances, we will invoice to you our fees and disbursements and will deem you to have agreed to them.

Even though it is customarily desirable to carry out a prior art or availability search for new cases, we will not do so unless you expressly so instruct us.

We would also ask you kindly to advise us as early as possible of any change in personnel, name or address, and also any change in the ownership of the rights we manage for you. The registration of such changes at industrial property offices is often desirable. We send correspondence to the most recent address advised to us, thereby fulfilling any obligation we may have to communicate with you.

### **5. Correspondence**

Unless instructed otherwise, we communicate by e-mail, without confirmation. We cannot, however, guarantee that information conveyed by e-mail is secure. We are not liable to you for

losses, damage, errors or omissions arising from the electronic communication of information for your attention or relating thereto.

We receive instructions from 9 a.m. to 5 p.m. (GMT + 1), Monday to Friday, holidays excluded. Communications received outside of those hours will not be processed until the next day on which our offices are open.

## **6. Files**

We use an electronic file and archiving system. We digitize certain documents upon receipt, although we are able to conserve certain documents in paper format. We furthermore reserve the right to retain any document or material until such time as any payments due to us have been paid.

If a file is transferred from our practice to another practice (or vice-versa), we reserve the right to invoice for the work involved in such a transfer.

## **7. File content**

When we are instructed to transfer a client's file to another practice:

- we will not forward any exhibit if the patent has been granted/the trade mark or the design is registered
- we will forward only a copy of communications with industrial property offices if the application is pending and if such documents are not accessible directly on line
- we will never forward our communications with our foreign colleagues as such communications are covered by our confidentiality obligation.

If you request that we make available, to yourselves or to another practice, all pertinent details relating to a file, we may be required to invoice you for this service and also for any applicable expenses involved in removing items from our archive.

We may destroy files that are no longer up-to-date, including files relating to your rights that are no longer in force (e.g. in the case of patents for which annual fees are no longer being paid or non-renewed trade marks and designs) at any time after the date on which the corresponding case ceases to have effect. We do not undertake:

- not to destroy files at that point in time
- not to destroy certain files unless you specifically request that they be conserved.

## **8. Case abandonment**

It is essential that your instructions that a case be maintained or abandoned should be complete and clear. When we receive your instructions concerning the abandonment of a case, we will advise all the relevant foreign colleagues accordingly. At that time, our foreign colleague and we ourselves will be authorized to invoice you for any work as yet not invoiced in relation to the case

in question. In particular, any work performed in respect of a case prior to the implementation of the instructions to abandon will be invoiced.

If we do not receive your instructions in due time, after the request for instructions mentioned at §4, or a payment required in relation to any case in respect of which an action has to be taken, we will draw the conclusion that you wish to abandon the case and that you are abandoning your rights relating to it, except as provided for under §4.

## **9. Service fees, disbursements and payments**

Our service fees consist of the following:

- on the one hand, lump-sum service fees for the services featured in our tariff
- on the other hand, as appropriate, hourly rates applied to the time spent on cases.

Any work performed by us may be invoiced. In the majority of cases (e.g. applications for a patent, trade mark or design), further costs will be incurred after initial filing of the application, in particular for responding to objections from industrial property offices. If you decide not to pursue the case, it is in your interest to give us clear written instructions as early as possible, indicating to us that the case should be abandoned, in order that we may, if possible, avoid additional costs incurred against your wishes.

Unless expressly indicated otherwise, our hourly rates, our lump-sum service fees and any estimate of cost exclude VAT.

In general, the nature of our services is such that the time required for performing them may not be known prior to the work commencing, but we are able to provide an estimate if required. Any estimate will be given in good faith on the basis of our knowledge at that given moment, but we will not be bound by any estimate since the time required and costs may be affected by aspects over which we have no control (e.g. more exchanges than envisaged in order to finalize the specification of a patent application, a substantial change in the elements initially provided, urgency surcharges, late sending of executed documents, etc.).

We may also surcharge you, at our own discretion, for time spent when circumstances so justify, for example if your case requires particularly urgent attention or involves extended periods of work outside of normal working hours, or raises particularly difficult problems.

We require a deposit for undertaking a task, particularly in the case of new clients.

We will also invoice for the following:

- any disbursement incurred when we are acting on your behalf, such as, for example, costs of travel and lodging, costs of express mail, etc.
- all third-party disbursements incurred by us on your behalf, such as official fees at industrial property offices, fees and disbursements in connection with foreign colleagues, attorneys-at-law, other professional services providers, subcontractors, etc.

When we source the services of foreign colleagues, we do so as representative on your behalf. When we pay out disbursements for the account of a client, the cost invoiced to the client is the cost of the disbursement, converted into euro, if appropriate, as at the date of the invoice from our colleague. To cover our costs incurred in purchasing the currency to pay for disbursements and also our costs connected with the payment of disbursements for the account of our clients and to guarantee a degree of security in terms of currency rate fluctuations, we apply service charges in proportion to the amount of all disbursements, with the exception of the official fees that we pay directly to industrial property offices.

We issue invoices for our service fees and disbursements on a regular basis, and also for third-party disbursements. Our invoices are payable directly and in full within 30 days of the invoice date. Beyond that deadline, interest will be charged at a rate higher than the legal rate of interest from the due date of our invoice.

If a payment is not made by a deadline, we reserve the right, as long as all sums that you owe to us have not been paid in full, to do the following:

- to suspend the provision of our services; in such a case, your rights may be lost
- to retain our exhibits, documents and files.

Independently of the suspension of the performance of our services, payment of your invoices will still be required.

Lastly, we would be most grateful if you would indicate our invoice number and/or our reference number on all your payments.

#### **10. Cancellation of our mandate**

You may at any time cancel your requirement for our services in your regard. The cancellation procedure stated below will be implemented at such time as we receive written notification from you cancelling our mandate.

We reserve the right to cease to act in a case or to cease to represent you and to cancel our mandate in your regard in one of the following cases:

- you do not comply with a request for an advance of funds within the deadline given,
- we cannot obtain instructions from you or a response to our correspondence within a reasonable period of time after requesting instructions, as in §4,
- our invoices have not been paid as stipulated herein,
- at our own discretion, if we conclude that the necessary relationship of mutual trust has broken down (likewise, if we are required to act in a manner that contravenes professional ethics),
- at our own discretion, if we identify a conflict of interest or the likelihood of a conflict of interest, be this ethical, commercial or otherwise.

In such a case, if we cease to act on your behalf or to represent you, and if we cancel our mandate, we will advise you of that fact in writing and will implement the cancellation procedure described below.

*Mandate cancellation procedure*

If we receive from you written notification to cancel our mandate in your regard, or if we decide to cease to represent you and to cancel our mandate in your regard, your new representative will have to advise all industrial property offices and foreign colleagues involved in your cases of that fact. At that point in time, we and our foreign colleagues will be authorized to invoice you for any work carried out but not yet invoiced in respect of a case prior to it having been possible to cancel our mandate in your regard.