

# Terms of Business

Thank you for instructing Bitwise IP Limited to act on your behalf. This document sets out our standard terms of business which are designed to assist us in providing you with an efficient and effective service and which will form the basis of our relationship with you. It sets out some of the obligations that we have to you and that you have to us. By providing us with instructions after receipt of (or referral to) this document, you confirm your acceptance of these terms (regardless of whether a signed copy of these Terms is returned to us).

## 1. Our Relationship

### 1.1 The Terms

The following Terms of Business (our “**Standard Terms**”) set out in this document apply to all services (our “**Services**”) provided by us, Bitwise IP Limited, on behalf of our clients.

### 1.2 Engagement Letters

When we agree to provide our Services to you, we will issue one or more letters (“**Engagement Letters**”) specifying the scope of the work that is required on a particular matter or matters. Engagement Letters will only have effect when signed by a director of the Firm.

### 1.3 Variation of these Terms

These Standard Terms may be varied for specific matters by additional terms and conditions set out in an Engagement Letter.

Any reference herein to our “**Terms**” refers to our Standard Terms (as set out in this document) as varied by any terms and conditions specified in any applicable Engagement Letter.

In the case of a conflict between these Standard Terms and those set out in any applicable Engagement Letter(s), the terms in the Engagement Letter(s) shall prevail.

We will not accept any other manner of variation to these Terms (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

### 1.4 Updates to these Terms

We shall be entitled to update these Standard Terms. We will notify you of any updates to these Standard Terms prior to their taking effect. Your continuing instructions shall signify your agreement to the updated Standard Terms. The updated Standard Terms will supersede any previous Standard



Terms that we have had with you. Any variation to our Standard Terms in accordance with clause [1.3](#) above will continue to apply in respect of our updated Standard Terms.

A copy of the version of our Standard Terms that are currently applicable to the provision of our Services are available on our website <https://www.bitwise-ip.co.uk/terms-of-business>.

### 1.5 Existence of a Contract

By providing our Services to you following receipt of your instructions, there shall be a contract between us. Each matter in respect of which we perform our Services may, at our option, be treated as a separate contract between you and us. Each such contract will be entirely governed by these Terms to the exclusion of all other terms and conditions.

## 2. The Firm

### 2.1 Bitwise IP Limited

Bitwise IP Limited (“**Bitwise IP**”) is a private limited company registered in England and Wales as company number 16132627 with its registered office at 13-15 High Street, Witney, Oxfordshire, United Kingdom, OX28 6HW. References in these Terms of Business to “**we**”, “**us**” and “**our**” are to Bitwise IP Limited (“**the Firm**”).

### 2.2 Our Director

The sole director of Bitwise IP Limited (“**our Director**”) is Alexander Barnes (“**Alex**”). Alex is a Chartered UK Patent Attorney (CPA), Fellow of the Chartered Institute of Patent Attorneys (CIPA) and European Patent Attorney (EPA). He is also a European Patent Litigator (EPL), registered with the Unified Patent Court (UPC).

### 2.3 Regulation by IPReg

Bitwise IP Limited is a body registered with, and regulated by, the Intellectual Property Regulation Board (“**IPReg**”). Details of the professional rules by which we are bound are available on IPReg’s website ([ipreg.org.uk](http://ipreg.org.uk)): [IPReg Core Regulatory Framework](#).

### 2.4 Regulation by epi

As a European Patent Attorney, Alex is also regulated by the Institute of Professional Representatives before the European Patent Office (“**epi**”). Details of their professional rules are available on epi’s website ([patentepi.com](http://patentepi.com)): [epi Rules and Regulations](#).

### 2.5 Sole Liability of the Firm

Your relationship is solely with the Firm, and the Firm alone will provide services to you. Accordingly, the Firm has sole legal liability for any advice, work, act or omission resulting from the provision of those services.



No director, employee or agent of the Firm will have any personal legal liability for that advice or work, whether in contract, tort or negligence or otherwise. In particular, the fact that an individual director, employee or agent signs in his or her own name any letter or other document in the course of providing the services does not mean he or she is assuming any personal legal liability for that letter or document.

You agree that any claim of any kind that you may have arising out of your engagement with us shall be brought only against Bitwise IP Limited and that you will not bring any claim against any individual director, employee or agent of the Firm, either directly or indirectly, in connection with the provision of our services.

## 2.6 Our Undertakings

We undertake to practice competently, conscientiously and objectively, and to put your interests foremost while observing the law and our duty to any court or tribunal.

## 2.7 Conflicts of Interest

When taking on a new client we perform a check to identify potential conflicts of interest that may prevent us from acting for that client.

Occasionally, at our discretion, we may also perform a conflict check in relation to new matters for existing clients, especially where those new matters relate to substantially different subject matter from any previous matters that have been handled for that client.

We will consider a conflict of interest to exist where our duty to act in the best interests of one client conflicts with any of: (a) our own interests; (b) our duty to act in the best interests of another client; or (c) our duty to keep each client's affairs confidential.

In general, when checking for conflicts of interest, we will predominantly focus on the subject matter of the matters concerned. We will also avoid acting on behalf of one client in relation to an active dispute against another client.

We would not normally consider a conflict of interest to arise merely from the fact of two clients operating in the same general field of business or technology. Indeed, it is not uncommon for patent attorneys to be acting at any one time for two or more clients who are commercial competitors due to the very nature of our profession and professional business. However, if you consider there to be any specific entities that you believe we will be unable to represent without a conflict arising with your own matters, it is important that you let us know before instructing us.

Regarding the potential for conflict with our own interests, it is noted that our Director, Alex, who is the sole attorney providing services through the firm, holds investments in a number of publicly-traded companies both directly and indirectly through the ownership of funds. It is generally considered that the magnitude of these investments, especially when compared to the size of the companies involved, is such that no conflict of interest is likely to arise. Nonetheless, should you wish to confirm whether Alex holds an investment in a particular company that you believe may give rise to a conflict of interest, please let us know before instructing us



Where an actual or potential conflict of interest is identified, we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the clients concerned.

## 2.8 Data Protection

During the provision of our Services to you, we may collect various personal data. Any personal data that we collect will be processed in accordance with applicable Data Protection laws and as set out in our privacy policy which is available on request or on our website at <https://www.bitwise-ip.co.uk/privacy-policy>.

## 3. Our Client

### 3.1 Identity of Our Client

Unless otherwise agreed by us in an Engagement Letter, our client is the entity who first instructs us to provide Services and references to “you” and “your” are to that entity (“our Client”).

Accordingly, where we are instructed by an intermediary on behalf of another party (“your Client”), the intermediary is our client for the purposes of these Terms, although we will owe various professional duties to your Client as set out in [IPReg's Core Regulatory Framework](#).

Where the entity that first instructs us purports to be doing so as a representative of a company, that company will be our client.

### 3.2 Liability for Payment of Our Fees

You are liable for the payment of our fees in accordance with our terms of payment, as set out in part [10](#) of these Terms.

### 3.3 Joint Applicants and Proprietors

In the case that we are instructed on a matter in which multiple entities that are, or intend to be, joint applicants for, or are joint proprietors of, an intellectual property right, we will consider all such entities to be our Client for that matter and all such entities agree to be jointly and severally liable under these Terms, including for payment of our fees.

Generally, in such cases, we will only accept instructions from a single one of the entities (the Instructing Entity, as set out in clause [4.3](#) below). Without prejudice to the foregoing, we will require payment of our fees by that Instructing Entity unless otherwise agreed in writing in an Engagement Letter.

We will endeavour to provide a copy of these Terms and the Engagement Letter to each entity jointly considered to be our Client for such matters. However, by providing us with your instructions as the Instructing Entity, you warrant that the other entities have reviewed and accept these Terms.



### 3.4 Authorisation

By providing us with your initial instructions to act in relation to a matter, you warrant that you have the authority to instruct us to act on behalf of the entity that is (or entities that are) to be our Client.

You give us express authority to complete and sign in the name of that entity (or entities) such forms or other documents as are necessary or desirable to carry out your instructions.

You agree to indemnify us in respect of all costs, claims, demands and expenses that may arise from actions taken by us in good faith and reasonably in accordance with your instructions.

### 3.5 Payment of Fees by Other Parties

Without prejudice to clauses [3.2](#) and [3.3](#) above, we may, exceptionally, agree to send our invoices for our Fees to another party (the “**Other Party**”) from which we will accept payment. Such an agreement must be documented within an Engagement Letter.

In agreeing to such an arrangement, we will undertake similar customer due diligence and sanctions screening in respect of the Other Party as are performed in respect of the Client, as set out in clause [3.8](#) below. We will also assess whether there is a legitimate business purpose for any such payment arrangement to ensure compliance with our obligations under the Criminal Finances Act 2017.

Even where such an agreement is in place, you nonetheless remain liable for the payment of any unpaid Fees. Accordingly, we may request (and ultimately recover) payment of any Overdue Amount(s) from you as set out in clauses [10.13](#) and [10.16](#) below.

### 3.6 Keeping Us Informed

You agree to inform us promptly of any changes to your (or your Client’s) details as well as any changes to your (or your Client’s) intellectual property rights, including any changes in ownership or any licences that have been granted in respect of those rights. Such changes may need to be officially registered to avoid loss of rights. We will not be liable for any loss of rights resulting from your failure to inform us of such changes.

### 3.7 Duty to Disclose Information Material to Patentability

When pursuing a patent application in certain jurisdictions, such as the US, a duty of disclosure may be placed on everyone involved in the filing and prosecution of that application (including the inventors and the applicant) to provide to the relevant Patent Office any material that is known to be relevant to the patentability of the invention that is the subject of that patent application. We will advise you when such a duty is applicable to your matters.

Where such a duty applies, it is important that you provide us with all information (such as any pertinent prior art) that you know to be relevant to the patentability of your invention so that we can disclose it to the relevant Patent Office if appropriate. Failure to comply with this duty can result in a patent becoming invalid and unenforceable. We will not be liable for any patent being invalid or unenforceable due to a failure to comply with this duty.



### 3.8 Anti-Money Laundering (AML) and Sanctions-Compliance

In order to comply with our legal and professional obligations relating to financial crime and sanctions, such as under the UK's Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 (“**MLR 2017**”), we undertake customer due diligence (“**CDD**”) and sanctions screening in respect of all our clients both before accepting any instructions and on an ongoing basis.

You agree to provide satisfactory evidence of your identity and, where applicable, the identity of any beneficial owners. Where you are acting as an intermediary, we may require evidence of identity for both you and your client.

Any information and documents provided under this clause will be used for the purposes of identity verification, risk assessment, and sanctions screening. We may request further information and/or evidence from you and undertake additional checks, including to verify the legitimacy of any funds that are provided, at any time.

Any information or evidence we collect in association with this clause [3.8](#) will be securely stored and retained in line with our data retention policy referenced in clause [9.8](#).

We may make use of third parties to assist us in meeting our obligations under MLR 2017. By providing information and/or evidence to us under this clause you agree to the provision of that information and/or evidence to such third parties for this purpose.

Without prejudice to our general right to decline instructions under clause [4.2](#), we reserve the right to refuse to accept instruction from, or cease to act for (as appropriate), individuals or companies based on our assessment of the risk that accepting such instructions may lead to a breach of our obligations under MLR 2017, taking into account the size and available resources of the Firm.

We may also be required to report any breaches or activity that we consider to be suspicious under these obligations to the relevant authorities and may not be permitted by law to inform you that such a report has been made. This duty of disclosure to the authorities overrides any duty of confidentiality to you, including your right to refuse disclosure of documents relating to advice given to you.

We accept no liability for any loss caused as a result of our refusing or ceasing to act for you, or as a result of our reporting to the relevant authorities any activities that we consider to be suspicious, in accordance with our obligations under this clause.

### 3.9 Use of your Name

Occasionally, we may like to mention the fact that we represent you in our communications with third parties, such as on our website. If you do not wish us to use your name in this manner, please let us know in writing. Otherwise, by agreeing to these Terms, you agree that this clause fulfils any responsibility to secure client consent to use of your name publicly under the codes of conduct of both IPReg and the epi.



## 4. Your Instructions

### 4.1 Our Reliance on your Instructions

We rely on you to give us timely, complete and accurate information and instructions. You agree to promptly provide us with all instructions and information necessary for us to provide our Services to you. You will ensure that all information provided to us is complete in all material respects and is not misleading and that any information provided is not in breach of any Law or commercial obligation you may have. We will not be liable for any loss to the extent that our mistake results from something you do or fail to do, such as failing to give us relevant information in a timely manner or giving us the wrong information.

### 4.2 Who Can Instruct Us

We will only accept instructions from the entity that is considered to be our client, as set out in clause [3.1](#), unless otherwise agreed in writing in an Engagement Letter or specified by you in any previously accepted instructions.

Where our client is a company, or where we otherwise agree to accept instructions from a company, we will accept instructions from any individual who appears to have the authority to give us instructions on behalf of that company, unless otherwise instructed. In such cases, we work on the assumption that the person instructing us has the right to do so.

We reserve the right to decline to accept instructions at our discretion, provided that such refusal is not discriminatory or otherwise in breach of our professional obligations.

### 4.3 Instructions on Behalf of Joint Applicants and Proprietors

Where multiple entities are considered to be our Client for a matter in accordance with clause [3.3](#) above, we will, unless otherwise agreed in writing in an Engagement Letter, only communicate with and accept instructions from a single one of those entities (the “**Instructing Entity**”).

Preferably the Instructing Entity will be specified by you in your initial instructions. However, where this is not the case, we reserve the right to designate the Instructing Entity at our discretion. We will endeavour to indicate which of the entities we will be treating as the Instructing Entity in our Engagement Letter for that matter.

Unless and until we are informed to the contrary, we shall assume that the Instructing Entity has authority to instruct us on behalf of all the entities that are jointly considered to be our Client. By providing us with your instructions as the Instructing Entity, you warrant that your instructions have been agreed by all of the entities that are jointly considered to be our client for that matter.

### 4.4 Form of Instructions

Generally, we expect to receive instructions via email.



#### 4.5 Confirmation of Receipt of Instructions

Please be aware that all methods of communications can fail. Accordingly, any messages that are sent may fail to be successfully received. It is your responsibility to ensure that your instructions have been received. Accordingly, where you send a message containing important instructions, please make sure that we acknowledge receipt of your instructions. You should not assume that we have received or are acting on your instructions unless you have received specific confirmation from us. We take no liability for any losses resulting from our failure to act on any instructions that are not received due to failure in communication.

#### 4.6 Oral Instructions

We may occasionally accept your oral instructions; particularly where urgent action is required. We will usually seek to confirm your oral instructions in writing before taking any action where there is sufficient time to do so. However, where there is insufficient time, we may be required to act based on your oral instructions without obtaining prior confirmation in writing. You acknowledge that misunderstandings and misinterpretations can occur when acting on oral instructions and that we do not accept liability for any losses resulting, whether directly or indirectly, from our misunderstanding and/or misinterpretation of your instructions when delivered orally.

#### 4.7 Late Instructions

Patent Offices often impose official time limits for taking various actions. Failure to take the required actions within those time limits can result in the irrevocable loss of rights. We require a reasonable amount of time in which to enact your instructions following their receipt.

“**Late Instructions**” refers to any instructions which do not give us reasonable time to act within such official time limits, including any instructions that are received less than ten (10) working days before the expiry of the relevant official time limit.

Where Late Instructions are received and accepted, we will endeavour to enact those instructions to meet any associated official time limit. However, we do not accept liability for any loss through failure to meet such time limits when Late Instructions are received.

Please note that where your instructions are late, we may, in some cases, enact our Default Instructions instead of your Late Instructions in accordance with clause [5.3](#) below.

Urgency Charges may also be incurred in respect of Late Instructions, as set out in clause [10.6](#) below.

#### 4.8 Our Operating Hours

Our normal operating hours are 9.00am to 4.45pm local time (i.e. either Greenwich Mean Time or British Summer Time as applicable in the UK at the relevant time) from Monday to Friday. We do not operate on Saturdays, Sundays or on UK Bank and Public Holidays.

Unless we agree in advance to receive instructions outside of our normal operating hours, any instructions that are received outside these hours will be considered received at the start the next day on which we operate and will not be acted upon until that time.



For example, instructions received at 6.00pm on a Friday will be considered received at 9.00am the following Monday, unless that Monday is a non-operating day such as a Bank Holiday (in which case they will be considered received at 9.00am the following Tuesday).

We cannot accept liability for any loss resulting from delays in acting on instructions received outside our normal operating hours without prior agreement.

#### 4.9 Indemnity for Threat of Infringement Proceedings

Where, acting on your instructions, we send any warning on your behalf to a third party regarding your intellectual property rights, you agree to indemnify us against the risk of any action being brought against us for making an unjustified threat of infringement. This indemnity helps us to maintain our objectivity in contentious matters, which may otherwise diminish if we were to become a party to any proceedings.

#### 4.10 Confidentiality of Your Information

We will keep all information that you provide regarding your (or your client's) business and affairs confidential both during and after any termination of our relationship.

We will ensure that advice and opinions you receive are wholly independent of and do not make any 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.

We will only disclose your information in the following circumstances:

- (a) where it is required to carry out your instructions and provide our Services to you (e.g. to the Patent Office or any Third Parties that we instruct to provide Services on your behalf);
- (b) where it is required to meet any legal, regulatory or professional obligation;
- (c) to our professional indemnity insurers when needed in connection with our professional indemnity insurance;
- (d) to our professional advisers when necessary;
- (e) with your express permission; or
- (f) where your confidential information has become public knowledge (other than by a breach of confidentiality) or becomes separately known from other sources without any restrictions on its further disclosure.

Where appropriate in the circumstances, when disclosing your information we will ask the recipient to treat the information as confidential and, with the exception of the circumstances outlined under provision f.) above and unless legally prohibited from doing so, we will inform you before making any disclosure in order to enable you to object, claim privilege and/or make representations in respect of the disclosure.



## 5. Our Default Instructions

### 5.1 Default Instruction To Maintain Your Rights

In the absence of your specific instructions, we will assume that your overriding instructions (our “**Default Instructions**”) are to take the minimum steps necessary to maintain your pending rights.

### 5.2 Selection Between Alternative Courses of Action

Where carrying out our Default Instructions requires deciding between alternative courses of action, we will act in good faith and exercise our professional judgment to select the course of action that we believe best serves your interests.

We will not be liable for any loss resulting from our selection of a particular course of action in such circumstances.

### 5.3 Enacting Our Default Instruction

We may enact our Default Instructions to meet any official time limit for taking action in respect of one or more of your pending rights where failure to act would result in a loss of rights and where we have not received instructions from you in good time.

Instructions will be deemed not to have been received in good time at the point at which any instructions that might subsequently be received would be considered to be Late Instructions under clause [4.7](#) of these Terms.

We will not be liable for any loss resulting from the enactment of our Default Instructions in such circumstances.

### 5.4 Our Right to Refuse to Enact Default Instructions

We reserve the right to refuse to enact our Default Instructions where doing so would result in expenses being incurred (or require disbursements to be made).

In particular, in the event that you become insolvent, enter into liquidation or administration, are in breach of any of these Terms and/or have not supplied advance payment of Money on Account when requested under clause [10.10](#), we may refuse to enact our Default Instructions where doing so would incur expenses (or require disbursements to be made).

We will not be liable for any loss resulting from any inaction resulting from our refusal to enact our Default Instructions under such circumstances.

### 5.5 Our Fees for Enacting Our Default Instructions

We have the right to charge you our fees in respect of the work required to enact our Default Instructions, including any expenses incurred or disbursements made in doing so.



It is therefore important that you inform us if you no longer wish to proceed with or maintain any intellectual property rights within our care so that we, together with any third party instructed by us on your behalf, can prevent or otherwise minimise any further expenses where possible.

## 6. Our Work

### 6.1 Scope of Work

As set out in clause [1.2](#) of these Terms, the scope of work that is required for a particular matter will be specified in an Engagement Letter applicable to that matter. We are not responsible for, and accept no liability in respect of, any matters falling outside the scope of work specified in such an Engagement Letter.

### 6.2 Our Advice

The nature and content of our advice and any associated work product that we provide will necessarily reflect the specific scope and limitations of our instructions, the amount and accuracy of information provided to us and the timescale within which the advice is required.

### 6.3 Reliance on Our Advice

Our advice and any associated work product is provided for the purpose of the instructions to which it relates, and is for you or additionally, where you are an intermediary, your client's benefit. Our advice may not be relied on by any other person. We do not accept any responsibility for the use of our advice for any purpose other than that for which it was intended, or by any person other than you and your client, unless otherwise agreed by us in writing in an Engagement Letter.

### 6.4 Advice of General Application

Where advice and any associated work product of general application is provided, its relevance in circumstances other than those for which it was provided will depend on the circumstances in which it is to be used by you (of which we might not be aware) and should be assessed accordingly.

### 6.5 Advice Given on Shortened Timescales

Where we agree to provide our advice and any associated work product in an abbreviated format and/or on a shortened timescale, you acknowledge that you may not receive all the information or detail that may have been provided had our advice been provided in a fuller format and/or on a normal timescale.

### 6.6 Nature of Oral Advice

Any advice given or view expressed orally, such as by telephone, should be regarded as being only a preliminary opinion. No action should be taken without obtaining a written opinion given after a full consideration of the relevant issue.



## 6.7 Reliance on Searches

We may base our advice and/or work product on the results of various searches that may be performed by us, by patent offices or by third parties. The results provided by such searches are necessarily limited in their nature and may include occasional errors resulting from mistakes in the underlying dataset being searched. It is not possible to guarantee the comprehensiveness or accuracy of any search results upon which our advice and any associated work product may be based. We will not be liable for any losses resulting from errors or omissions in the search results upon which our advice and/or work product is based.

## 6.8 Confidentiality of Our Advice and Work Product

Our advice and any work product provided to you should be regarded as confidential. They are provided on the understanding that you will not disclose such information to any third party other than your Client (where you are an intermediary) or your professional advisors acting in their professional capacity in relation to the matter to which the advice and any work product pertain without our prior written consent, unless required by Law.

## 6.9 Privilege

In general, communications between a UK Patent Attorney and their client are privileged under Section 280 of the Copyright, Designs and Patents Act 1988, and Section 190 of the Legal Services Act 2007. This means that others, including the courts, are not entitled to discover the content of such communications where they concern professional advice.

However, please note that the privileged status of a letter or other document may be lost if it, or its contents, are not kept confidential. In particular, privilege may be lost if a document is shared with persons other than the addressee of the document. Accordingly, without prejudice to clause [6.8](#), we recommend that our advice is shared with the narrowest audience practicable.

In any event, we accept no liability in respect of any loss arising from the loss or absence of privilege.

## 6.10 Our Advice Is Not Investment Advice

We are not authorised in the conduct of investment business in the UK under the Financial Services and Markets Act 2000. As a result, our work will necessarily be limited in scope to matters which do not involve us in giving investment advice and our advice and any information is provided to you on the basis that it does not constitute investment advice.

# 7. Instruction of Third Parties to Act on Your Behalf

## 7.1 Authorisation to Directly Instruct Third Parties

In providing our Services to you, we may need to instruct a third party, such as foreign lawyers, patent attorneys, draftspersons, searchers, translators or consultants, to perform the required work



to enact your instructions. You authorise us to directly instruct such third parties that we deem necessary to provide our Services to you.

### 7.2 Authorisation of Third Parties

In some cases, you may be required to sign a power of attorney, mandate or similar appointment to engage the services of a third party. Failure to return signed copies of such documents promptly may result in the loss of rights. We will not be liable for any loss of results resulting from your failure to return signed copies of such documents promptly.

### 7.3 No Liability for Acts or Omissions of Third Parties

Any third party that we instruct under clause [7.1](#) are not part of the Firm nor are they the Firm's agents. Whilst we select the third parties that we instruct with a reasonable level of care, in the belief that they are capable of performing the work required to a good standard, we will not be liable for any losses resulting from any acts or omissions on the part of such third parties, including for any advice, opinion or information given to you by such third parties.

## 8. Use of Artificial Intelligence

### 8.1 Justification

We recognise that the use of Artificial Intelligence ("AI") tools can offer significant benefits, including improvements in speed and efficiency, which ultimately serve the best interests of our clients. Accordingly, we may use various AI tools, including generative AI, to provide our Services.

### 8.2 Adherence to Professional Guidelines

When using AI tools, we will seek to adhere to any relevant professional guidelines, such as those published by the European Patent Institute (epi) on their website ([patentepi.org](https://www.patentepi.org)): [Use of Generative AI in the Work of Patent Attorneys](#).

### 8.3 Maintenance of Confidentiality

We will not actively provide personal or confidential data to external AI tools in the course of our work. However, some software services we use, such as our case management system, may include integrated AI functionality that processes personal or confidential data stored within them. Where such functionality exists, we take all reasonable steps to ensure that the confidentiality of your information is maintained, consistent with our professional obligations, and that the requirements of applicable data protection legislation are met, including under the UK GDPR and the Data Protection Act 2018.



## 8.4 Assurance of Work Product

All attorney work product delivered to you will be reviewed by a qualified attorney, who will exercise their professional skill and judgment to ensure that it meets our required high standards, regardless of whether any AI tools have been used in its creation.

## 8.5 Restrictions on Use

If you do not wish us to use AI tools to provide our Services to you, or wish to place restrictions on their use, please inform us of your requirements in writing. We will seek to comply with your requirements and will not knowingly use AI tools in a manner that contradicts them.

# 9. Our Files

## 9.1 Maintenance of Electronic Files

In providing our Services to you we maintain files (“**our Files**”) to store information and documents of relevance to our relationship as well as to each matter we are handling for you. These Files are stored electronically in a cloud-based hosting system.

## 9.2 Handling of Physical Documents

Any physical documents that we receive from you or from anyone else in relation to our Services will be scanned and an electronic copy will be added to our Files following which the original physical documents may be destroyed. We may nonetheless decide to store original copies of certain types of physical document such as assignments, licenses and grant certificates. We will not make a charge for storing these physical documents, however we cannot accept any liability for their accidental loss or destruction. Please let us know when providing any physical documents to us if you require them to be returned, otherwise they will be added to our Files in accordance with this clause and may be destroyed.

## 9.3 Handling of Other Physical Materials

We are unable to indefinitely store any other physical materials, such as prototypes, that we receive. In the exceptional circumstances that such physical materials are to be provided, a date for their return to you must be agreed with us in advance of their provision. Where such physical materials are provided without such a date being agreed, we may dispose of such physical materials. In such cases, we shall not be liable for any loss arising from their disposal and we may make a charge to you for our reasonable costs incurred in their disposal. Prior to their disposal we may, at our discretion, create an electronic representation of the physical materials, such as by taking photograph(s) and/or video(s) of the physical materials, for storage in our Files.

## 9.4 Ownership of Files

Our Files, including any original copies of physical documents that may also be stored, remain our property at all times.



### 9.5 Providing Our Files to Others

If you want to transfer your matters to other professional advisers, we will usually provide a copy of our Files to provide all information and documents that are relevant to the ongoing handling of the matters being transferred provided that no payment of any invoice or request for money on account is outstanding. We reserve the right to make a charge for the work involved in such a transfer.

### 9.6 Receiving Files from Others

When an existing matter is transferred to us from another firm and that firm provides their file relating to that matter, we recommend that we review the information and documents that are provided and cross-check them against the publicly available records to ensure their accuracy and completeness. We reserve the right to make a charge for the work involved in performing such checks. If you do not wish to instruct us to carry out such a review, we will not be liable for any errors contained in the files that were received or for any losses incurred as a result of such errors.

### 9.7 Creation of Files for Existing Matters

When an existing matter is transferred to us from another firm but associated files are not provided, we will need to assemble our own Files for that matter from the publicly available records to the extent that this is possible. We reserve the right to make a charge for the work involved in assembling such Files.

### 9.8 Retention & Destruction of Files

Our Files will not be kept for longer than necessary and will be destroyed when we no longer need them in line with our Data Retention Policy, which can be found on our website at <https://www.bitwise-ip.co.uk/data-retention-policy>.

## 10. Our Fees

### 10.1 Composition of Our Fees

Our “Fees” are typically made up of a combination of the following:

- (a) Professional Fees;
- (b) Service Charges; and
- (c) Expenses and Disbursements,

that are reasonably incurred while providing our Services to you in accordance with your instructions.



## 10.2 Professional Fees

Our “**Professional Fees**” relate to attorney time spent on your work. These fees are determined based on:

- (a) our hourly rate that is applicable to the work at the time the work took place; and
- (b) the amount of time spent on that work, recorded and charged in units of 6 minutes.

We will inform you in our Engagement Letter(s) of the initial hourly rate that will be applicable to your matter(s) at the outset of our engagement. This initial rate may be subsequently revised in accordance with clause 10.7 below.

Unless otherwise agreed in writing, Professional Fees may be charged for any and all action and attention by us in providing the Services for which no Standard Service Charge exists. As examples, Professional Fees may be charged in respect of time spent on: reviewing documents relating to your matters, preparing our advice and work product, corresponding with you, corresponding with others on your behalf, telephone calls (both incoming and outgoing), meetings and travelling.

It will be appreciated that the amount of professional time that is required will vary from matter to matter, and may depend on factors such as the size and complexity of the matter and the timeliness, completeness and clarity of your instructions

## 10.3 Service Charges

Our “**Service Charges**” are fixed fees that may be specified for carrying out certain tasks. Where a Service Charge is specified for a particular task, we will charge that amount for carrying out that task instead of charging Professional Fees.

In general, Service Charges may be specified for those tasks which are common across matters of a particular type and where the amount of time required to complete the task does not substantially vary between such matters.

We may be assisted in completing such tasks by non-attorney employees, contractors or service providers where appropriate, and the amount of our Service Charges will reflect this.

Where Service Charges have been specified, we will provide a schedule detailing any Service Charges that will be applicable to your matter(s) at the outset of our engagement. These Service Charges may be subsequently revised in accordance with clause [10.7](#) below.

## 10.4 Expenses and Disbursements

Our “**Expenses**” are costs that we incur in providing our Services to you, such as the costs of postage, couriers, transaction fees and travel.

Our “**Disbursements**” are costs directly related to your matter that are payable to third parties, such as official patent office fees, foreign attorney fees, searcher fees, and translator fees. We make these disbursements on your behalf to ensure the efficient handling of your matters and to minimize the risk of losing rights due to untimely payments.



Please note that the amounts of these expenses and disbursements are generally outside of our control and may vary due to exchange rate fluctuations. However, we will endeavour to inform you of any significant expenses and disbursements before we incur them.

### 10.5 Foreign Currency Exchange

Payments made in a foreign currency typically incur additional costs for currency conversion and may carry some risk resulting from fluctuations in the exchange rate.

We will make use of our bank's foreign exchange facility to facilitate such payments. We will not apply any mark-up to such payments ourselves. Accordingly, the amount in pounds sterling that we will pass on to you for making such payments will be determined by the exchange rate applied by our bank to the transaction that facilitated the payment, together with any fees or charges that they may apply to that transaction.

Please note that in some cases, payment may be made directly using foreign currency held by ourselves. In such cases, the transaction will be the one used to replenish our holdings of that foreign currency following the payment, which may occur on a different date from the payment itself.

### 10.6 Urgency Charges

Instructions that necessitate prompt action to be carried out within a short timescale (your "**Urgent Instructions**") can be disruptive and may impose additional administrative and operational burdens on us.

We reserve the right to apply a 50% surcharge ("**Urgency Surcharge**") to our professional fees and standard service charges in cases where your urgent instructions necessitate:

- (a) work outside our normal operating hours, as set out in clause [4.8](#) above; and/or
- (b) the rescheduling or reprioritizing of other work (including for other clients) to accommodate your urgent instructions.

The application of the Urgency Surcharge in such circumstances is at our sole discretion.

This surcharge will only apply to that portion of the work that requires either:

- (a) working outside our normal operating hours; and/or
- (b) rescheduling or reprioritising other work.

Please note, we will not be required to provide evidence of any rescheduling or reprioritisation undertaken to accommodate your Urgent Instructions.

We will endeavour to notify you in advance when an Urgency Surcharge will apply. Nonetheless, the Urgency Surcharge will still be applicable even where such notification is not provided.



### 10.7 Review and Revision of Our Fees

We reserve the right to review and adjust our Professional Fees and Service Charges from time to time to:

- (a) adjust our hourly rate that is used to determine our Professional Fees;
- (b) adjust the amount of our existing Service Charges;
- (c) introduce or remove Service Charges;
- (d) change our foreign currency mark-up; and/or
- (e) adjust the amount of our Urgency Surcharge.

We will inform you of any changes and those changes will apply to our Fees in respect of work carried out on your matter(s) after the date on which the changes have been communicated to you or, if applicable, after a specific date mentioned in that communication.

### 10.8 Value Added Tax (VAT)

Where you are based in the UK or the European Union, we will charge VAT unless you are VAT registered and provide us with your VAT registration details. VAT will be added to professional fees as well as on any expenses and disbursements that are liable for VAT. Please note that any estimates or quotations that we provide will exclude VAT unless otherwise stated.

### 10.9 Estimates

At appropriate points during the handling of your matters, or upon your request, we will provide you with our estimates for providing our Services in relation to those matters to help you budget your expenditure. These estimates are provided in good faith based on the understanding that we have at the time. However, they should not be considered fixed-price quotations and will not be binding unless otherwise agreed upon in writing.

Please note that predicting the scope of work for the types of matters we handle can be difficult, and various factors beyond our control may affect the work required. As such, deviations from our estimates are possible. If it becomes apparent to us that our Fees are likely to significantly exceed our estimate for a particular item of work, we will make reasonable efforts to inform you and seek your approval before continuing with the work.

### 10.10 Advance Payments

We may require you to deposit funds (“**Money on Account**”) with us as an advance payment of our anticipated Fees in respect of work to be undertaken on your matters. We will issue a pro-forma invoice to request for the deposit of such funds.

Where a request for Money on Account is made, we will not normally carry out any of the instructed work until the payment has cleared into our bank account. In particular, for the purposes of clauses [4.7](#), [4.8](#) and [5.3](#), where such a request for Money on Account is made, your instructions will not be considered to have been received until such time that the requested payment has cleared into our bank account. You should therefore allow sufficient time for the deposited funds to clear.



Any bank interest paid to the Firm in respect of money on account is the property of the Firm.

### 10.11 Invoicing

We will send you invoices in respect of our Fees incurred in providing our Services to you in respect of your matter(s) at such points in time that we deem appropriate, including on an interim basis. Invoices will usually be sent monthly or at the completion of appropriate stages in the conduct of the matter.

Any queries in respect of our invoices must be notified to us within fourteen (14) days of receipt of the relevant invoice. Failure to do so will be deemed to be an acceptance of our fees set out in that invoice.

### 10.12 Payment Terms

Full payment of our invoices in cleared funds is due within thirty (30) days of the date of invoice, unless otherwise agreed in writing in an Engagement Letter.

### 10.13 Late Payments

Where an invoice is not paid within our payment terms, as set out in clause [10.12](#), the amount outstanding will be deemed to be overdue (“**Overdue Amount**”). We reserve the right to charge interest on any Overdue Amount(s) at a rate of 5 percentage points above the Bank of England Base Rate to be calculated on a daily basis until payment is made in full.

### 10.14 Suspension of Work

We reserve the right to suspend work in relation to any matters in respect of which there are Overdue Amounts or where requested Money on Account has not been received until such time as the unpaid invoices are paid or the money on account is received.

We will not take any action in respect of matters for which work is suspended (including to comply with any due dates). This may result in the loss of rights. We will not be liable for any loss resulting from the loss of rights arising from our suspension of work on your matters.

We will provide you with advance notice prior to suspending work on any of your matters. Irrespective of any failure to receive our communications, advance notice will be deemed to have been provided:

- (a) in the case of an email sent to the email address we have on record for you, on the next working day after the email is sent; or
- (b) in the case of a letter sent to the postal address we have on record for you, on the working day three (3) days after the day the letter was sent.

For the purposes of this clause, working days are Monday-Friday excluding any UK Bank Holidays. For example, if an email informing you of a suspension of work is sent on Monday, the suspension of work may start on the Tuesday. Similarly, if a letter informing you of a suspension of work is sent on Monday, the suspension of work may start on the Thursday.



Nothing in this clause affects our right to invoice you for any work that has been undertaken on your matters prior to their suspension, to continue to charge interest on any overdue amount in accordance with clause [10.13](#) above, to recover any overdue amounts in accordance with clause [10.16](#) below, or to terminate our relationship in accordance with clause [14.2](#) below.

### 10.15 Lien

We have and reserve the right to exercise a lien over all your papers, documents, monies or other property of any kind that we hold for you where, and for so long as, there are overdue amounts in respect of any of your matters. This means that we shall be entitled to retain such materials until all our invoices are paid in full.

### 10.16 Recovery of Our Fees

We reserve the right to take steps to recover any overdue amounts in respect of any of your matters, including engaging external debt recovery agencies or initiating legal proceedings. You will be liable for all reasonable costs, charges, and expenses incurred by us in recovering any overdue amounts, including but not limited to fees charged by debt recovery agencies, professional costs (including legal fees) and court costs.

## 11. Renewal Fees

### 11.1 Significance of Paying Renewal Fees

Granted patents and registered designs and, occasionally, in some jurisdictions, pending applications, require payment of regular fees, known as “**renewal fees**” (or sometimes “maintenance” or “annuity” fees), in order to keep those rights in force. Failure to pay these renewal fees can result in those rights being lost.

### 11.2 Use of Third-Party Renewal Services

We strongly recommend that you use a specialist third party renewal service to manage payment of renewal fees on your behalf as we generally believe that this is likely to provide you with the best balance between reliability and cost effectiveness.

### 11.3 Referral of Your Matters to Clarivate IP

Our standard practice is to refer all matters we handle that require renewal fees to be paid to a specialist third party renewals service, who will handle your renewals on their standard terms of business and invoice you directly. Unless you instruct us to the contrary, the third party renewal service that is used will be [Clarivate IP](#) (formerly CPA Global) and we will provide them with your contact details as well as details of the intellectual property rights that require payment of renewal fees to enable them to provide their service to you directly. Details of their service can be found on their website.



We will not charge for referring your matters to Clarivate IP. However, we may receive a client management payment from Clarivate IP when they renew your IP rights. This payment is intended to compensate us for the work we undertake in enabling them to provide their service to you, including the initial and ongoing transfer of data regarding your matters. Please let us know if you would like more information about these payments. In permitting us to refer your matters to Clarivate IP, you consent to us receiving these payments.

Following referral of your matters to Clarivate IP under clause [11.3](#) above, Clarivate IP will communicate with you directly to remind you of upcoming renewal fee payments that are due in respect of your matters and seek your instructions for making those payments. Responsibility for instructing Clarivate IP to make (or cease making) renewal fee payments in respect of your matters will rest solely with you.

As a third party, we are not liable for any losses resulting from any acts or omissions on the part of Clarivate IP, in line with clause [7.3](#) above.

#### **11.4 Alternative Arrangements for Paying Renewal Fees**

You may make your own alternative arrangements for paying renewal fees in respect of your matters, such as by choosing to pay them yourself or by instructing other third-party renewals services to do so for you.

Where you inform us that you do not want us to refer a matter to Clarivate IP to handle the monitoring of renewal fee payment deadlines, issue reminders and effect payment of renewal fees on your behalf, you understand that you are accepting the sole responsibility for paying renewal fees by the relevant deadlines for that matter and acknowledge that we will not be liable for any losses resulting from any action or inaction in relation to the payment of renewal fees in respect of that matter.

#### **11.5 Our Services in Respect of Renewal Fee Payment**

Unless otherwise agreed in writing, our Services will not extend to monitoring the deadlines for paying renewal fees, issuing you with reminders regarding the payment of renewal fees or making any arrangements for the payment of any renewal fees. Responsibility for these actions will rest with Clarivate IP where a matter has been referred to them under clause [11.3](#) above or with you where you make your own alternative arrangements under clause [11.4](#) above.

## **12. Our Liability**

### **12.1 Professional Indemnity Insurance**

We maintain professional indemnity insurance cover with a limit of one million pounds sterling (£1,000,000) which we consider to be appropriate to a firm of our size and in line with IPReg's guidelines. We will provide further information about our professional indemnity insurance on request.



## 12.2 Limitation of Liability

Our total aggregate liability to you, in any circumstances whatsoever whether in contract, tort, statute or otherwise and howsoever caused (including, but not limited to, negligence) for loss or damage arising from or in connection with the provision of our Services to you shall be limited to one million pounds sterling (£1,000,000), which is the limit of our Professional Indemnity Insurance.

## 12.3 Liability Limited to Direct Losses

Without prejudice to clause [12.2](#), we will only be liable to you for any losses that we directly cause you. We will not be liable to you for: (a) loss of profits (whether directly or indirectly); (b) loss of business; (c) loss of opportunity; (d) loss of goodwill and/or similar losses; (e) loss or corruption of data or information; or (f) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

## 12.4 Proportional Liability

Without prejudice to clauses [12.2](#) or [12.3](#), where we are not solely responsible for any losses caused to you, our liability to you will be limited to that proportion of the loss or damage that is or would be attributed to us by a court allocating proportionate responsibility under the 1978 Civil Liability Act. We will not be liable for any proportion of losses attributable to other parties, irrespective of whether you can recover such losses from them.

## 12.5 Force Majeure

We shall have no liability nor shall we be deemed to be in breach of any duties or obligations owed to you if at any time we are prevented, delayed or hindered in carrying out such duties and/or obligations by reason of any circumstances beyond our reasonable control including, without limitation, war, acts of God, industrial disputes, protests, fire, storm, explosion, national emergencies, acts of terrorism and failure of third party telecommunications and computer systems.

## 12.6 Electronic Communications

We will normally communicate with you by email. Given that e-mails sent over the Internet may lack security and jeopardise confidentiality, we cannot accept responsibility for any disclosure to other parties resulting from the interception of such communications.

Similarly, due to the nature of the Internet, we cannot accept liability for corruption in the information communicated to or from you or its non-receipt or late receipt by you or us of such communications.

Furthermore, although we regularly carry out virus checks, we cannot accept any liability (including negligence) for any viruses or other malware (or their consequences) that may enter your system or data by these or any other means. We advise you to carry out your own virus checks on any communications whether in the form of computer disk, email, Internet or otherwise.



## 12.7 Interrelation of Liability Exclusions

In addition to the limitations and exclusions set out in this part [12](#), you acknowledge that various provisions in other parts of these Terms contain specific exclusions or limitations of our liability in relation to particular aspects of our Services or your use of our advice or work product. These provisions shall apply in conjunction with those of this section and are not affected by it. To the extent that any other exclusions or limitations conflict with this section, the most restrictive provision in relation to our liability (i.e. the one under which our liability is lowest) shall apply.

## 12.8 Exclusions Not Permitted by Law

Nothing in these Terms shall limit or exclude our liability:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) to the extent that any such limitation or exclusion is not permitted by applicable law.

## 12.9 Survival of Liability Provisions

The provisions of these Terms that exclude or limit our liability, shall continue to apply notwithstanding any termination of our relationship for any reason.

## 12.10 Additional Insurance

If you consider that there may be circumstances in which you could or might suffer loss or damage arising from or in connection with our services which is irrecoverable or exceeds the amount recoverable under these Terms you may wish to consider arranging your own insurance in respect of the same.

# 13 Client Care and Complaints

## 13.1 Handling Client Complaints

We are committed to providing high-quality service and maintaining strong relationships with our clients. However, we accept that there may be occasions when a client may not be entirely satisfied with the service we have provided. We take all complaints seriously and aim to address them openly and constructively with the goal of achieving a fair resolution. Our procedure for handling complaints is available on our website at <https://www.bitwise-ip.co.uk/complaints-policy>.

## 13.2 Escalation to Regulatory Bodies

If we are unable to resolve your complaint satisfactorily, you may be able to refer it to one of the regulatory bodies which govern our business, namely: the Legal Ombudsman (for service quality), the Intellectual Property Regulation Board (IPReg) (for professional misconduct) or the European Patent Institute (epi). Further details can be found in our Complaints Policy.



Please note that a complaint will normally need to be raised with the Legal Ombudsman within one year of the date of the act or omission being complained about (or from the date when you should have realised that there was cause for complaint) and within six months of receiving a final response to your complaint from us.

### 13.3 Notification of Intended Claims

If you intend to make a claim against us in respect of an event, you must notify us within 3 months of the date on which you became aware, or ought reasonably to have become aware, of having grounds to make a claim in respect of that event. For the purposes of this clause, an event is any act, omission, or circumstance giving rise to a potential claim.

Unless you notify us within that 3-month period, we shall have no liability for the relevant event. The notice must be in writing and must identify the event and the grounds for the claim, in reasonable detail. Any written complaint submitted under clause [13.1](#) that includes such information in sufficient detail will be considered to fulfil the requirement to provide notice under this clause.

## 14. Termination

### 14.1 Termination By You

You may terminate our relationship at any time by giving us written notice.

### 14.2 Termination By Us

Subject to our professional obligations, we may terminate our relationship at any time by giving you reasonable written notice. In particular, we may terminate our relationship in the following circumstances:

- (a) we finish the work you have instructed us to do;
- (b) your invoices remain unpaid for a protracted period;
- (c) we consider that it is not in our mutual best interests for us to continue to work for you;
- (d) where you are an individual or a partnership, you offer to make any arrangements with or for your benefit of your creditors, or a petition of bankruptcy is presented in relation to you or any of your partners;
- (e) where you are a company, you are deemed to be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, you call a meeting to pass a resolution to wind up the company (or such a resolution is passed), or an administrator or receiver is appointed to all or any part of your business or property; or
- (f) you become involved in similar processes to those in (d) and (e) under non-UK legislation.

### 14.3 Extent of Termination

The termination of our relationship under either clauses [14.1](#) or [14.2](#) above may be a partial termination of our relationship in respect of specific matters that we are handling for you or a complete termination of our relationship in respect of all matters that we are handling for you.



#### 14.4 Subsequent Responsibility for Maintaining Rights

Following either the partial or complete termination of our relationship, you will accept sole responsibility for ensuring ongoing compliance with any due dates of action, payment of official fees or the taking of any official steps that are necessary to preserve any rights in respect of those matters for which our relationship has been terminated. We will not be liable for any loss of rights resulting from any action or inaction occurring following the date of termination of our relationship.

#### 14.5 Payment of Fees Up To Termination

Following termination, our Fees up to and including the date of termination are payable by you.

#### 14.6 Return of Money on Account

Following termination, we will return any remaining Money on Account that we have received from you which is not required for payment of our Fees under clause [14.5](#).

### 15. Contingency Plan

#### 15.1 Existence of a Contingency Plan

We confirm that we have a contingency plan in place to ensure continuity of your matters in the event of Alex's incapacity. This plan includes an arrangement with another registered patent attorney or firm of patent attorneys (the "**Contingency Attorney**") to provide emergency cover for client matters on a temporary basis.

#### 15.2 Actions of the Contingency Attorney

Following notification of Alex's incapacity to the Contingency Attorney in accordance with the contingency plan, the Contingency Attorney will carry out any actions that they deem to be necessary to maintain your rights until such time as either: (a) Alex regains capacity; or (b) your matters are transferred to another firm.

#### 15.3 Provision of Your Data to the Contingency Attorney

Under the contingency plan, in the event of Alex's incapacity, the Contingency Attorney will be provided with access to your personal data, including your contact information, as well as data relating to your matters that we are handling for you. This data is provided to the Contingency Attorney for the purposes of allowing them to determine and carry out any actions under clause [15.2](#). By providing us with your initial instructions to act in relation to a matter, you consent to your data being shared with the Contingency Attorney for those purposes in such circumstances.



### 15.4 Authorisation of the Contingency Attorney

By providing us with your initial instructions to act in relation to a matter, you authorise the Contingency Attorney to act on your behalf following their notification of Alex's incapacity in accordance with the Firm's contingency plan.

### 15.5 Equivalent Provisions for the Contingency Attorney

You agree that, in providing emergency cover for your matters under this part [15](#), the Contingency Attorney shall be entitled, at their discretion, to benefit from equivalent rights, indemnities, warranties and limitations on liability as those provided to the Firm under any of the provisions of these Terms.

### 15.6 Status of Contingency Attorney

The Contingency Attorney is independent from the Firm. Accordingly, the limitations on our liability under clause [7.3](#) apply to any acts or omissions of the Contingency Attorney when providing emergency cover under this part [15](#).

## 16. General

### 16.1 Third Party Rights

With the exceptions that:

- (a) any director, employee or agent of Bitwise IP Limited shall have the right to rely on and enforce the provisions set out in clause [2.5](#) of these Terms; and
- (b) that another registered patent attorney or firm of patent attorneys acting as the Contingency Attorney under part [15](#) shall have the right to rely on and enforce various provisions of these Terms as set out in clause [15.5](#) of these Terms,

it is confirmed that the provisions of the Contracts (Rights of Third Parties) Act 1999 are otherwise excluded unless expressly agreed in writing in an Engagement Letter. Accordingly, no other person who is not a party to these Terms shall be entitled to enforce any of its provisions.

### 16.2 Severability

If any provision or part thereof contained in these Terms is held to be or becomes invalid, illegal or unenforceable, that provision or part thereof shall, to the extent required, be deemed to be deleted without affecting the validity and enforceability of the remainder of these Terms.

### 16.3 Implied Terms

Unless otherwise specified in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms of Business.



### 16.4 Governing Law and Jurisdiction

English law shall apply to the construction and interpretation of our contract with you under these Terms. Any disputes (including non-contractual disputes) arising out of or in connection with the provision of our Services shall be submitted to the exclusive jurisdiction of the courts of England and Wales. For the avoidance of doubt, the parties agree that no action shall be brought in any court outside England and Wales, including any court in the United States of America, except for the purposes of enforcing a judgment of the courts of England and Wales.

## 17. Acceptance

Notwithstanding that these Terms will automatically apply when we provide all or any part of our Services to you, we would nonetheless be grateful if you would confirm your acceptance of these Terms by signing and returning a copy of these Terms.

I hereby agree to these Terms of Business on behalf of:

Client name:

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Signed:

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Signatory name:

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Signatory position:

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Date:

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## Revision History

Version	Effective Date	Notes
1.0	10 July 2025	Initial version of Terms of Business
1.1	10 August 2025	Incorporation of feedback from IPReg
1.2	20 May 2026	Updated to reflect name change to Bitwise IP and associated branding