

MARK ROBINSON TRANSACTIONAL INTELLECTUAL PROPERTY SERVICES

A LAW FIRM AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY UNDER NUMBER 440939
SOLE OWNER: MARK ROBINSON

Additional Terms

Overview

1. The Services, the Fee and any Expenses are described in the Engagement Letter.
2. The Services are provided by Mark Robinson through his firm Mark Robinson Transactional Intellectual Property Services (“**MRTIPS**”).
3. The Services are limited to advice on the laws of England, and exclude advice on any tax or accounting issues.

Services

4. In providing the Services, Mark Robinson shall:
 - (a) use all reasonable skill and care;
 - (b) act promptly;
 - (c) communicate in a simple and clear manner;
 - (d) comply with the Solicitors’ Code of Conduct (a copy of which can be found at <http://www.sra.org.uk/solicitors/handbook/code/content.page>);
 - (e) not sub-contract the Services to anyone else without the Client’s prior consent.
5. Mark Robinson confirms that the following facts are accurate:
 - (a) MRTIPS is an English law firm that is authorised and regulated by the Solicitors Regulation Authority under SRA ID number 440939;
 - (b) Mark Robinson is a solicitor.

Fees and Expenses

6. The Fee and any Expenses are subject to VAT.
6. To charge for Expenses, Mark Robinson must provide the Client with the receipts.
7. The Client shall pay invoices for the Fee and any Expenses within 30 days of the invoice date. Interest is payable on any late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Termination

8. The Client is permitted to terminate this agreement at any time by giving written notice.
9. Mark Robinson is permitted to terminate this agreement by giving a reasonable period of written notice where:
 - (a) the Client is late in paying an invoice; or
 - (b) the Client's instructions conflict with the overriding professional duties of Mark Robinson or MRTIPS.
10. This agreement will terminate automatically where Mark Robinson is unable to continue providing the Services due to his illness, injury or death.
11. The Client shall pay for all Services provided up to any early termination.

Confidential Information

12. Mark Robinson shall keep confidential all information obtained or received in connection with the Services, and shall not use or disclose that information other than to provide the Services or to fulfil the Client's instructions.

Copyright

13. Mark Robinson will own the copyright in all written work produced by Mark Robinson in connection with the Services. Mark Robinson grants the Client a non-exclusive licence to use the written works for any purpose (and to grant sub-licences to any person).

Publicity

14. Mark Robinson is permitted to identify the Client as being (or having been) a client of MRTIPS, and to include with this any information that is already publicly available.

Audit Enquiries

15. Mark Robinson shall provide all information reasonably requested by the Client for the purposes of any audit, and shall not charge for providing such information.

Destruction of Documents

16. Six years after the final invoice, Mark Robinson is permitted to destroy the documents he holds in connection with the Services. Before doing so, Mark Robinson shall give written notice to the Client.

Insurance and General Policies

17. The current details of the professional indemnity insurance held by MRTIPS are available on request and online at <http://www.mrtips.co.uk/about-me-and-my-firm>.
18. Mark Robinson promotes equality and diversity in all circumstances. A copy of the equality and diversity policy of MRTIPS is available on request.

Disputes

19. The laws of England apply to the Engagement Letter and these Additional Terms. The courts of England have exclusive jurisdiction to settle any dispute or claim in connection with the Engagement Letter and these Additional Terms.

Complaints

20. Mark Robinson shall respond to any complaint concerning the Services or any invoice in accordance with the complaints procedure of MRTIPS. The complaints procedure is provided with the Engagement Letter, and Mark Robinson shall provide further copies at the Client's request.

Limitations and Exceptions

21. The Engagement Letter specifies the overall limit of Mark Robinson's liability in connection with the Services (whether for errors or omissions in the Services, for breaches of the Engagement Letter and these Additional Terms, or otherwise).
22. The above limitation does not apply to claims for death or personal injury resulting from negligence, nor to claims resulting from fraud or dishonesty.
23. Under UK legislation on money laundering and terrorist financing, Mark Robinson's obligations to the Client are subject to the following exceptions:
 - (a) Mark Robinson might be obliged to provide information concerning the Client to the National Crime Agency (NCA) without telling the Client about this;
 - (b) Mark Robinson might be obliged to suspend the Services for a period of time without being able to give a reason to the Client;
 - (c) Mark Robinson might not be permitted to inform the Client of the NCA having received information about the Client or the NCA conducting a criminal investigation into the Client.