

Terms and conditions of supply

1. Application

1.1 These conditions shall govern and be incorporated into the contract made by CPA Global (us, we and cognate terms) or on our behalf with customers (you) for the administration of intellectual property rights (Services).

1.2 The details of the Services that we shall provide to you are set out in our service guide sent to you. We shall be entitled to change the way we provide the Services at any time upon written notice to you.

1.3 These conditions shall, subject to Section 1.2, prevail over any terms or conditions contained or referred to in any documents submitted by you or previously submitted by us or in correspondence or elsewhere and shall only be varied or superseded where expressly agreed in writing and signed by an authorised representative of both parties.

2. Formation of contract

2.1 Subject to Section 2.2, a contract between us shall be binding from the earlier of: our actual receipt of your instructions to act in accordance with Section 3.1; or receipt of your instructions following a renewal notice issued by us. Acceptance by you of the Services whether by instructions from you to perform or otherwise shall constitute unqualified acceptance of these conditions.

2.2 We will notify you where your payment on account is required prior to us being bound to perform the Services. In such cases we must receive full cleared funds into the specified bank account set out in our pro forma invoice at least 10 working days in advance of the first occurring renewal date set out in the relevant renewal notice.

3. Instructions

3.1 A condition to our providing the Services is that you respond promptly, clearly and completely to any request that we may make for instructions, information, technical data, documents and payment of charges. Instructions shall only be binding on us once they have been confirmed in writing by: letter; or facsimile transmission; or electronic instructions via an authorised CPA system (to which separate conditions may apply); or by an electronic interface approved by us.

3.2 Without prejudice to your obligations, if there is a specific deadline for your instructions, we will endeavour to say so when seeking instructions. If you miss a deadline (whether or not we notify you) and/or fail to comply with Section 3.1 we shall have no liability for any loss which may arise and we shall not be under any obligation to take any further steps in relation to your rights. If, at our sole discretion, we take any steps we consider necessary to protect

and maintain your intellectual property rights, then you will reimburse us for all charges, cost of work done, overheads and disbursements incurred, each of which may include premia and/or special charges to reflect urgency and disruption.

4. Agents and other sub-contractors

4.1 You agree that we may rely and act upon instructions from your authorised agent should you nominate one, whose details you have supplied to us, until we receive your written signed instructions to the contrary.

4.2 In order to provide the Services we shall be entitled to subcontract with entities in the Jurisdictions relevant to the Services or other independent specialist providers. Nothing in this Agreement is intended to give rise to any agency relationship between you and us or create any fiduciary duty. Each party is a principal in the contract for the Services in accordance with these conditions.

4.3 You agree that we are not responsible for the compliance of third parties, including without limitation your preferred agent or filing agents, with all applicable anti-bribery, anti-boycott, export control, and financial sanctions laws and regulations.

5. Charges

5.1 You shall pay the Service Charge in relation to the Services. This charge relates to the systems and CPA Global personnel that determine which intellectual property rights need to be renewed in which jurisdictions at which point in time.

5.2 You shall also pay an Official Charge, which represents the amount charged by the relevant registries in each jurisdiction. This charge may vary from time to time and may be subject to a charge for funds management (as set out in Section 5.4).

5.3 You shall, where required, also pay a Country Charge. This charge relates to the infrastructure, CPA Global personnel and third parties (where appropriate) required in order to execute a renewal in a particular jurisdiction and may be subject to a charge for funds management (as set out in Section

5.4). CPA Global maintains a schedule of applicable Country Charges which may be updated from time to time, a current copy of which is available on request.

5.4 If the Official Charge, Country Charge and/or other sums of money require to be converted from one currency into the currency we have agreed with you as your "Account currency", such sums or Charges shall be calculated using our CPA Global rates which include provision for funds management e.g. currency exchange/risk exposure, managing global transactions, credit risk and the financing of renewals payments.

5.5 We shall be entitled to charge for any urgent or late charges or other amounts charged by CPA Global as a result of Customer's non-compliance with Clause 3.1 or as a result of Customer's Instructions. In addition, CPA shall be entitled to increase the charges once each year by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which you are domiciled.

5.6 On each occasion upon which we send you a renewal notice in relation to the maintenance of a particular intellectual property right we give you our best estimate of the likely total aggregate charges to be payable in respect thereof (including the Service Charge, the Country Charge and the Official Charge) on the basis that the transaction proceeds in an expected and standard manner. Your instruction to us to proceed shall constitute your acceptance of, and agreement to pay such charges and, if applicable, to pay any subsequent supplements thereto that may arise or become appropriate in the light of any unexpected work, change of circumstances or further necessary expenses. We shall submit to you an invoice for the amount of such estimate after your instruction or deemed instruction to us to proceed.

5.7 Charges are exclusive of VAT and any other relevant tax or duty payable, if any, and you agree to pay any such sums in addition.

5.8 You acknowledge that we are not obliged to pay accumulated annuities or back fees arising in certain countries at the time of grant or acceptance of an application, and it is your responsibility to arrange payment of such fees directly.

6. Payment

6.1 Other than pursuant to Section 2.2 and unless otherwise mutually agreed in writing, payment of invoices shall be made in full within 30 days from the date that our invoice is issued. Time of payment is of the essence of the contract. We shall be entitled to charge interest on any amounts overdue at the rate of 1% per month or the highest lawful interest rate (whichever is lower). We shall be entitled to suspend the supply of Services to you until all overdue amounts have been paid in full.

6.2 We shall use reasonable endeavours to accommodate any requests by you to submit invoices via an eBilling system or through a third party provider. If we agree to use your or a third party provider's system, you shall be required to provide us with written notification of: all requirements; any requested subsequent changes in the requirements including content of your current eBilling format; or any change to your eBilling vendor. You acknowledge that given the unique nature of our Services, it may take up to six (6) weeks for the parties to complete implementation which would enable us to transmit invoices via eBilling. You agree that any failure or delay in eBilling arrangements shall not relieve you of timely meeting your payment obligations, or our right to issue invoices in another agreeable form. In addition, if your eBilling provider charges us royalties or fees for our use of their system, we shall be entitled to increase our charges to the extent necessary to ensure that we receive a net amount equal to the amount we would have received but for such eBilling charges.

6.3 If in our reasonable opinion your creditworthiness deteriorates before completion of performance of our Services we may require full or partial payment of all or any charges prior to performance or the provision of security by you in a form acceptable to us.

6.4 We shall be entitled to offset any amount owing to us from you against any amount owed to you by us. Once we have issued an invoice for Charges we shall have no obligation to refund any of such Charges, under any circumstances, to you. In our sole and absolute discretion (and not as a matter of obligation), we may choose to refund part or all of any



Charges, less any amount we consider appropriate to reflect our time, cost and expenses in dealing with such matter.

7. Confidentiality

Each party undertakes to the other that it will not use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority or pursuant to performance of its obligations under a contract made pursuant hereto, any confidential information relating to the other's business, financial or other affairs which is not in the public domain concerning the other party which may have, or may in future, come to its knowledge under the provisions hereof and each party shall use reasonable endeavours to prevent the publication or disclosure of any such information. This provision shall not apply to information already known to the receiving party prior to its receipt hereunder or which subsequently comes into the public domain or its knowledge other than as a result of a breach hereof.

8. Records

8.1 We shall maintain records in connection with the Services. Any record which we create in connection with the Services shall be and shall remain our property at all times. We may destroy any related record in respect of any Service performed in respect of a right at any time after the next following renewal of that right.

8.2 You shall have access to any of our records in relation to the Services after we have ceased to act for you provided that: such record has not already been destroyed; you have paid all charges then still due to us; and you pay an additional reasonable administration charge.

9. Termination

9.1 Unless otherwise agreed, either party may terminate our provision of the Services by giving to the other not less than one year's notice in writing expiring at any time.

9.2 On or at any time after the occurrence of any of the events in Section 9.3, we may suspend further performance of Services for you and/or terminate any contract with you with immediate effect by written notice to you.

9.3 The events are:

- (a) you being in breach of an obligation under a contract with us;
- (b) you passing a resolution for your winding up or a court of competent jurisdiction making an order for your winding up or dissolution;
- (c) your entering administration, the making of an administration order in relation to you or the appointment of a receiver over, or an encumbrancer taking possession of or selling, any of your assets;
- (d) your making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from your creditors.

9.4 Upon any termination, any of your indebtedness to us shall become immediately due and payable.



10. Force majeure

10.1 Where a Force Majeure Event takes place we shall use our reasonable endeavours to carry out the Services.

10.2 Notwithstanding 10.1 above, if we are prevented from, hindered or delayed in supplying any Services in accordance with these conditions by a Force Majeure Event we shall notify you as soon as reasonably possible and we may, at our option:

- (a) suspend performance while the Force Majeure Event continues;
- (b) apportion available resources between our customers as we decide;
- (c) terminate any contract so affected with immediate effect by written notice to you; and we shall not be liable for any loss or damage suffered by you as a result.

10.3 Force Majeure Event means an event or circumstance beyond our reasonable control including, without limitation, sanctions or strikes, lockouts and other industrial disputes relating to our workforce.

11. Assignment

You may not assign or transfer, or purport to assign or transfer, any of your contractual rights or obligations without our prior written consent, this includes any claims pursuant to, or related this Agreement, whether in contract, tort or otherwise. We may assign, transfer and/or subcontract the whole or any part of this contract without notice to you.

12. Governing law

The Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance, and the parties submit to the exclusive jurisdiction of with the following law and courts:

- (a) Where your mailing address is located in Europe: the law of England and Wales and the English courts;
- (b) Where your mailing address is located in North America or South America: the law of Virginia and the courts of Virginia; or
- (c) Where your mailing address is located in Asia or Australasia: the law of Singapore and the courts of Singapore.

13. Liability

Each party's aggregate liability arising out of or in connection with the Services will not exceed \$5,000,000 USD. Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings. Nothing in this Agreement shall exclude or limit either party's liability for fraud or fraudulent misrepresentation or for any liability for death or personal injury arising from such party's negligence. You agree that this agreement exclusively governs and controls the rights of the Parties (including any action in tort including negligence) and that all implied warranties and conditions are hereby excluded.

14. Miscellaneous

14.1 If you are a legal professional or law firm, you may use the Services for the benefit of your clients. If you have been referred to us by your law firm, we may pay your law firm one or more financial benefit(s) from time to time including but not limited to fees or other



payments in connection with such referral and any support your law firm may provide to enable us to carry out the Services, which may include but is not limited to: various administrative tasks; transfer, protection and management of data between your law firm and us; ongoing maintenance of accurate case data and records and the provision of staff and other resources to handle the day to day queries in connection with the Services.

14.2 Save for the operational communications referred to in 3.1, a notice given to a Party under or in connection with this Agreement shall be in writing; shall be sent via recorded delivery: i) For the attention of the CFO/GC at CPA Global, Liberation House, Castle Street, St Helier, Jersey, JE1 1BL where notices are sent to CPA; ii) For the attention of the CFO/GC at the address on the page overleaf where notices are sent to Customer. A secondary notice may, in addition, be sent to a Party via email where an email address for each party has been expressly agreed in writing. A notice given under this Agreement is not valid if only sent by email.

14.3 Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws relating to the use of personal data relating to individuals ("data privacy laws"), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of data privacy laws in relation to activities under the agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and measures to protect the personal data. You may not use personal data included in the services and products (to the extent such data was not provided by you or collected by us on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You acknowledge that you are responsible for your own compliance with data privacy laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the applicable data privacy laws or the data processing addendum.

14.4 No failure to enforce or delay in enforcing any of these conditions shall operate as a waiver of any of them and no partial or single exercise shall prevent any other or future exercise of that or any other right.

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