

# TRADEMARK WATCHING SERVICES AGREEMENT

Thank you for choosing CPA Global's proprietary Trademark Watching Services. Access to and use of the Services are governed by this Trademark Watching Services Agreement (Agreement). In this Agreement, 'CPA Global', 'we' or 'us' means CPA Global Watching Services, a general partnership registered in Jersey of the address Liberation House, Castle Street, St. Helier, Jersey JE1 1BL, Channel Islands. 'Customer', 'you' and 'your' shall refer to you, the customer entity contracting for the Services herein. Unless the context otherwise requires, capitalised terms have the meaning defined in clause 1 of this Agreement.

## IT IS AGREED THAT:

### 1 DEFINITIONS

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- 1.1 "Agreement" means these terms and conditions contained herein as applicable pursuant to an Order;
- 1.2 "Affiliates" means any company, corporation, partnership, association or other entity that directly or indirectly controls, is controlled by or is under common control with the party in question;
- 1.3 "Additional Publications and Sources" means those publications or sources of information which the Customer wishes CPA Global to use in the course of the provision of the Services.
- 1.4 "Classes" means the list of classes in respect of which the Customer wishes the Services to be provided;
- 1.5 "Coverage Area" means the list of countries, or geographical regions in respect of which the Customer wishes the Services to be provided;
- 1.6 "Marks" means the list of each trademark, Customer shall provide to CPA Global in respect of which the Customer wishes the Services to be provided;
- 1.7 "Order " means any kind of communication between the parties, whereby the parties have mutually agreed to the Services to be supplied by CPA Global to Customer;
- 1.8 "Services" means the CPA Global Services as described in clause 2;

### 2 SERVICE DESCRIPTION

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2.1 The CPA Global Services agreed by the parties via an Order shall consist of the following:

- (i) CPA Global shall compare the Marks against trade mark applications/registrations in the Classes published in official (statutory) publications such as trade mark journals, patent office bulletins, government gazettes and national newspapers published in and received by CPA Global in respect of the Coverage Area.
- (ii) CPA Global shall use its reasonable endeavours to notify the Customer in writing of the details of any similar trade mark application/registration in any of the Classes published in any official (statutory) publication where these classes correspond to the Classes requested by the Services referred to in clause 2.1(i) as soon as reasonably practicable and shall use reasonable endeavours to ensure such notification is sent to the Customer prior to any opposition deadline applicable in the Coverage Area.
- (iii) CPA Global shall provide details of any opposition deadlines in the Coverage Area, however the Customer acknowledges and agrees that the information is provided for information purposes only and does not and should not be relied upon substitution for legal advice on opposition deadlines in the jurisdictions concerned. Accordingly, CPA Global excludes any and all liability for the accuracy of such information.
- (iv) Where the Customer requires CPA Global to search Additional Publications and Sources, CPA Global shall compare the Marks against the details set out in such Additional Publications and Sources in accordance with this clause 2.
- (v) CPA Global shall use its reasonable endeavours to notify the Customer of changes affecting the Coverage Area outside CPA Global control. In particular (but not exhaustively), of changes to the availability of any official (statutory) publication referred to in clause 2.1(i) of the Operating Procedures and or delays in obtaining these publication needed in order to provide the Services described in clause 2.1(i). CPA GLOBAL shall use reasonable endeavours to ensure such notification is sent to the Customer promptly. Should opposition deadlines be affected CPA Global cannot accept any liability for any loss or rights deriving from these changes.

### 3 CHARGES

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3.1 In consideration of the Services to be supplied by CPA Global hereunder, CPA Global shall invoice the Customer, and the Customer shall pay CPA Global the total amount of fees agreed by the parties in an Order and/or as set forth in a relevant invoice.

### 4 PAYMENT

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4.1 Unless otherwise agreed, Customer will settle CPA Global invoice, within 30 days of the date of issue. Time shall be of the essence in relation to payment. We may suspend our Services to you hereunder

in the event of non-payment. In addition, interest will be charged on any amounts overdue at the rate of 1.5% per month or part thereof and you will be liable for all costs of collection incurred by us in collecting any undisputed overdue amount.

## 5 CHANGES

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- 5.1 The Customer may at any time during the term of this Agreement request the addition or deletion of Marks and/or Classes and changes to the Coverage Area, or Additional Publications and Sources (“**Changes**”). The removal of any Marks and/or Classes from the subscription shall not result in any form of refund.

## 6 CLIENT RESPONSIBILITY

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- 6.1 To enable CPA Global to provide this service to Customer, Customer shall provide CPA Global with the following minimum data for each trademark as listed below:

<b>Trademark</b>	Trademark Name, device and all appropriate variations
<b>Class information</b>	List of classes to be covered by the service based on the latest version of the Nice Classification

## 7 WARRANTY

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- 7.1. We warrant that the Services provided to you hereunder will be carried out promptly and efficiently with reasonable care and skill in accordance with the terms and conditions of this Agreement. In the event of a breach of the foregoing warranty, our sole and exclusive liability and obligation to you shall be to re-perform the affected portion of the Services for you at no additional cost.
- 7.2. The foregoing warranty is the sole warranty made with respect to the Services provided hereunder and is in lieu of all other warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise.
- 7.3. You acknowledge that the data extracted from public data sources and other commercial databases shall be correct as at the date of extraction only.

- 7.4. You further acknowledge that the Services provided hereunder are dependent in part on the quality and accuracy of third party data sources at the time we use them. We shall have no liability for any errors or omissions that result from our reliance on such third party data sources.

## 8 LIABILITY

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- 8.1. Subject to clauses 2.3, our maximum aggregate liability towards you under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the total amount of the fees paid by you to us.
- 8.2. Nothing in this Agreement shall exclude or in any way limit our liability for fraud, or for death or personal injury caused by negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 8.3. We shall not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contract or loss of any benefit or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise whether or not such loss or damage is foreseeable, foreseen or known.

## 9 TERM AND TERMINATION

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- 9.1. This Agreement shall have effect from the date mutually agreed between the parties in an Order and shall continue in full force unless or until terminated in accordance with the terms of this clause 9.
- 9.2. Either party may terminate this Agreement immediately upon written notice to the other in the event of:
- (a) any material breach of this Agreement by the other party which breach is not remediable or, if remediable, is not remedied within 30 days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied; or
  - (b) the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt;
  - (c) you shall only be entitled to cancel the service for any subsequent year by giving us 30 days' written notice to expire no later than the anniversary for the commencement of the year you wish to cancel. You acknowledge that you will be liable to pay a full further year's fees should you not give us the above notice.
- 9.3. Upon any termination, any of your indebtedness to us shall become immediately due and payable and we shall be under no further obligation to provide any Services to you.

## 10 CONFIDENTIALITY

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- 10.1 Each party undertakes to the other that it will not during the term of this Agreement or at any other time thereafter use, divulge or communicate to any person, except its professional representatives, agents or advisors or as may be required by law or any legal or regulatory authority or pursuant to performance of its obligations hereunder, 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 the future, come to its knowledge under the provisions or disclosure of any such 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 a result of a breach thereof.

## 11 FORCE MAJEURE

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

Notwithstanding the above, if we are prevented, hindered or delayed from or 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 clients as we decide;
- (c) terminate any contract to affected with immediate effect by written notice to you; and
- (d) we shall not be liable for any loss or damage suffered by as a result.

In this condition "Force Majeure Event" means an event or circumstances beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes relating to our workforce.

## 12 ASSIGNMENT

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12.1 Neither party may assign or transfer any of its rights or obligations under this contract without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer any of its rights or obligations under a contract to its affiliates and/or successors without the prior written consent of the other party.

## 13 NOTICE AND COMMUNICATIONS

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13.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by these conditions shall be in writing and shall be delivered personally or sent by fax or prepaid air mail (to in our case our registered office from time to time marked for the attention of the Secretary) and shall be deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery at the address of the relevant party;
- (b) if sent by air mail, 5 days after the date of posting; and
- (c) if sent by fax, when despatched;

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00pm such notice, demand or other communication shall be deemed to be given or made at 09.00am on the next usual business day in place of receipt.

## 14 GOVERNING LAW AND JURISDICTION

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14.1 This Agreement shall be governed by and constituted in accordance with the laws of England and Wales, and the parties hereby subject to the jurisdiction of courts of England and Wales.

## 15 PUBLICITY

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15.1 Neither you nor we shall publicise the existence of terms of this Agreement (other than as contemplated herein) without the prior written consent of the other, which consent shall not be unreasonably withheld.

## 16 GENERAL

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16.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein and supersedes any and all prior agreements, understandings and arrangements between the parties relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions of this Agreement shall be binding on either party unless in writing and signed by both parties.