

# RENEWAL SERVICE AGREEMENT

## TERMS AND CONDITIONS

This Agreement is made between CPA Global and the Customer defined on the Signature Page of this Agreement. Capitalized terms shall have been defined on the Signature Page or in the rest of the Agreement:

**Affiliate(s)** means any corporation, association or other entity that directly or indirectly controls, is controlled by or is under common control with the Party in question. As used in this definition of "Affiliate", the term "control" shall mean having the power to direct or cause the direction of the management and policies of an entity, whether through direct or indirect beneficial ownership of more than 50% of the voting or income interest in such corporation or other business entity;

**Annual Minimum** means the minimum aggregate Service Charges to be invoiced by CPA Global to Customer in each Contract Year. If the Annual Minimum is not satisfied by the actual Service Charges invoiced each Contract Year, CPA Global shall invoice and Customer shall pay the difference of the actual Service Charges invoiced and the Annual Minimum;

**Data** means the information required by CPA Global in order to identify, process and administer the Renewal of the Rights;

**Charges** means all fees and charges made by CPA Global under this Agreement including without limitation the Service Charge, Official Charge and Country Charge, as more particularly defined in Clause 4;

**Contract Year** means successive periods of twelve months from and including the Start Pay Date;

**Instructions** mean the communication by the Customer (or its authorized agent) to CPA Global in accordance with Clause 3.1 and the Schedules attached to this Agreement either to proceed with a Renewal or not to proceed with a Renewal;

**Renewal(s)** means the process by which CPA Global communicates and makes payment of amounts (and where applicable submits relevant Data and/or formality documents) to a third party in order to effect the renewal of a Right of the Customer in a jurisdiction;

**Renewal Notice** means the formal written notice (or where relevant, electronic notice) provided by CPA Global to the Customer or its nominee requesting the Instruction;

**Rights** mean those intellectual property rights of the Customer which are the subject of the Services;

**Service Guide** means the Services documentation provided by CPA Global to Customer as part of the Business Take On process set out in Schedule 1 (as may be updated from time to time).

**Services** means the services set out in Schedule 1 including, where indicated on the Signature Page, the optional services;

**Start Pay Date** means as set out on the Signature Page.

## 1. CPA GLOBAL OBLIGATIONS

- 1.1. CPA Global agrees to provide the Services to the Customer in respect of the Rights in accordance with this Agreement.
- 1.2. CPA Global shall commence the performance of Renewals upon the Start Pay Date set out in the Signature Page or to be agreed upon between the Parties subject to:
  - 1.2.1. this Agreement being signed by the Customer on or before the Contract Deadline;
  - 1.2.2. Customer's Data being received by CPA Global on or before the Contract Deadline;
  - 1.2.3. Customer complying with its obligations under Clause 2.1.1 to 2.1.3;
  - 1.2.4. Customer completing its review obligations within the Portfolio Review Period;
  - 1.2.5. where relevant, the Parties having confirmed that the interface between Customer's IP portfolio management software and CPA Global's annuities system is working properly;
  - 1.2.6. Customer having terminated its current payment service in respect of the Rights with a third party provider; and

- 1.2.7. in respect of any particular Right, the day on which a payment of official fees falls due, (according to the law in the particular jurisdiction, irrespective of any grace period, free grace period or similar extensions) being on or after the Start Pay Date.
  - 1.3. CPA Global shall not have any liability to the Customer arising out of or in connection with any Renewal where any of the conditions set out in Clauses 1.2.1 to 1.2.7 have not been met.
  - 1.4. When seeking a response from the Customer in respect of the Services, CPA Global shall inform the Customer of any deadline of which it is aware (in addition to the Contract Deadline) in connection with such response which may be imposed by a relevant third party (for example a Patent & Trademark Office).
  - 1.5. Customer agrees that CPA Global may rely and act upon directions from Customer's authorized agent, should Customer nominate one, whose details Customer shall have supplied to CPA Global, until the Customer notifies CPA Global in writing to the contrary.
  - 1.6. CPA Global shall not be liable for any further Services requested by the Customer following the Contract Deadline until the Parties have agreed a revised contract deadline and start pay date in writing or the minimum notice periods have been provided in accordance with the Service Guide.
  - 1.7. If, and only if, the Start Pay Date is within thirty (30) days of the Contract Deadline, the language in this Clause 1.7 will apply during the initial Invoicing Period. Customer acknowledges that CPA Global is operating in exception to its standard operating procedures and, for the Renewals due in the initial Invoicing Period, is relying exclusively on data supplied by Customer. It is assumed that other parties have paid all renewals due prior to the Start Pay Date. For Renewals due during the initial Invoicing Period, Customer agrees to pay any necessary and reasonable urgency or late fees that arise as a result of such operations, and to release CPA Global from responsibility for any case that lapses or has lapsed due to non-payment before the Start Pay Date.
- 2.1. To enable CPA Global to perform the Services, the Customer shall:
    - 2.1.1. provide CPA Global with the Data;
    - 2.1.2. provide Data that is current, complete and accurate and in a mutually agreed format;
    - 2.1.3. provide clear, timely and complete Instructions, information, Data, documents in order to allow CPA Global to perform the Services within the deadlines which may be imposed by a relevant third party (for example, a Patent & Trademark Office);
    - 2.1.4. pay the Charges as set out in Clause 4;
    - 2.1.5. send CPA Global any updates to the Data on a regular basis via a mutually agreed format; and
    - 2.1.6. check the contents of reports produced by CPA Global and update the Customer held data accordingly.
  - 2.2. Where CPA Global provides the Services headed "Data Verification" in Schedule 1, Customer agrees that CPA Global shall not be liable for any errors or omissions that result from CPA Global's reliance upon third party data sources.
  - 2.3. Customer acknowledges that performance by CPA Global of a Renewal in respect of a Right is dependent upon Customer's correct Instructions under the type of service contracted for.

## 3. INSTRUCTIONS

- 3.1. CPA Global shall only be bound by Instructions from the Customer in connection with the Services when sent by the Customer:
  - 3.1.1. in writing (including appropriately addressed email); or
  - 3.1.2. via the relevant online system as notified to Customer, subject to the then applicable terms and conditions of such system; or
  - 3.1.3. by an alternative electronic interface approved by CPA Global.
- 3.2. CPA Global shall have no liability for any loss which may arise if the Customer fails to comply with the terms of this Agreement including, without limitation, its obligations in Clauses 2.1.1 to 2.1.6 and such failure causes CPA Global to miss a deadline for

## 2. CUSTOMER OBLIGATIONS

Renewal. In such circumstances CPA Global shall not be under any obligation to take any steps to preserve or to protect the Customer's Rights further. Notwithstanding the above, if, at CPA Global's sole discretion, CPA Global takes any such steps, then the Customer shall indemnify CPA Global 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. CHARGES

- 4.1. CPA Global shall be entitled to charge for, and the Customer shall be obliged to pay, the Charges for the Services. In respect of the Charges payable in respect of the Services (and without limitation to the generality of the above):
- 4.1.1. The Customer acknowledges that CPA Global will charge a Service Charge for the Services calculated at the rate quoted in this Agreement based on the estimated number of renewals where set out on the Signature Page. CPA Global shall be entitled to alter its Service Charge by giving the Customer not less than six (6) months' notice of any alteration. Notwithstanding the above, CPA Global shall be entitled to increase its Charges once each Contract Year by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which the Customer is domiciled.
- 4.1.2. The Customer shall also pay as Charges to CPA Global an amount comprising CPA Global's estimated charges, as at the time of a Renewal Notice, in respect of submissions to the relevant registries in each jurisdiction (**Official Charge**) which vary from time to time and, where applicable, a **Country Charge**, which is set out in a tariff (which may vary from time to time), a current copy of which is available upon request. The Official Charge and/or the Country Charge may be subject to a charge for funds management in accordance with Clause 4.3.
- 4.1.3. The Customer shall also pay any urgent or late charges or other amounts charged by CPA Global as a result of Customer's non-compliance with Clause 1.2 or as a result of Customer's Instructions.
- 4.2. CPA Global shall use reasonable efforts to accommodate requests by the Customer to

submit invoices via an eBilling system or through a third party provider. The Customer shall provide CPA Global with written notification of all requirements for the requested eBilling system. Furthermore written notification will also be required for any requested subsequent changes in the requirements (including content) of the Customer's current eBilling format, or any change to the Customer's eBilling vendor. The Customer acknowledges that given the unique nature of CPA Global's Services, it may take up to six (6) weeks for the parties to complete implementation which enables CPA Global to transmit invoices via eBilling to the Customer's specifications. The Customer agrees that the implementation period or any period subsequent where the eBilling system is unavailable shall not relieve the Customer of its payment obligations under the Agreement, including, without limitation, the Customer's obligation to receive CPA Global's invoices in another agreeable form and pay the same within the Credit Period. The Customer is responsible for providing CPA Global with contact information for CPA Global notifications related to eBilling. For each Right, the Customer shall provide all information as may be required by the Customer's eBilling system to properly process payment, including any unique matter identification number ("Matter Number"). If a Right is added to the Services without the Customer providing a Matter Number and consequently the eBilling system is not able to process payment of CPA Global's invoice, CPA Global will notify the Customer and the Customer must provide the Matter Number to CPA Global within two (2) weeks of notification, or else the Customer must make payment for such invoice outside the eBilling system. In addition, the Customer acknowledges that use of an eBilling system shall not reduce the Charges payable to CPA Global hereunder; if the Customer's eBilling provider charges royalties or fees for CPA Global's use of their system, the Customer shall pay via an increase in the Charges, the amount of such eBilling charges.

- 4.3. The Parties shall use the Currency for invoice and payment. If the Official Charge, Country Charge and/or other sums of money require to be converted from one currency into the 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.
- 4.4. CPA Global shall give the Customer its best estimate of the total aggregate Charges in each Renewal Notice which CPA Global sends the Customer in relation to the Services (including the Service Charge, Country Charge and the Official Charge). If by the relevant deadline CPA Global has Instructions to proceed with a Renewal, CPA Global shall be entitled to submit an invoice for, and the Customer shall pay, such Charges as shown in the Renewal Notice in respect of the Services. CPA Global shall be entitled to invoice and Customer shall pay any additional costs that may arise or become appropriate in the light of any unexpected work, change of circumstances or further expenses being incurred by CPA Global in performing the Services. CPA Global reserves the right to charge additional urgency charges or other amounts (which may vary by jurisdiction) in respect of any Services required following any Instruction received within forty days prior to the due date. Once CPA Global has issued an invoice for Charges it shall have no obligation to refund any of such Charges, under any circumstances, to the Customer. In CPA Global's sole and absolute discretion (and not as a matter of obligation), CPA Global may choose to refund part or all of any Charges, less any amount it considers appropriate to reflect its time, cost and expenses in dealing with such matter.
- 4.5. In the event that the Customer changes its Instruction to a Renewal Notice from CPA Global under Clause 4.4 to add or amend Services, CPA Global shall be entitled to charge for any additional Services arising.
- 4.6. Where the Prepay option has been selected on the Signature Page, CPA Global shall only be obliged to perform the Services if it has received cleared funds in full, into the bank account specified in CPA Global's pro forma invoice, at least ten (10) working days in advance of the first occurring renewal date as set out on in the relevant Renewal Notice.
- 4.7. Other than under Clause 4.6, the Customer shall pay CPA Global in full within the Credit Period, such period commencing on the date of CPA Global's invoice. If any sum payable under this Agreement is not paid by the due date then (without prejudice to CPA Global's other rights and remedies) CPA Global reserves the right to suspend any or all of the Services and charge interest on the overdue sum from the due date to the date of actual payment (both before and after any judgment) at the lesser rate of (a) one percent (1%) per month, or (b) the maximum rate permitted by law. In addition, the Customer shall be liable for any and all costs incurred by CPA Global in collection of any overdue amounts and accrued interest, including attorneys' fees and court costs, which the Customer shall pay upon demand.
- 4.8. If in CPA Global's opinion Customer's creditworthiness deteriorates before completion of performance of the Services, CPA Global may require full or partial payment of all or any Charges prior or the provision of security by Customer in a form acceptable to CPA Global prior to the performance of the Services.
- 4.9. CPA Global shall be entitled to set off any amount owing to CPA Global by Customer against any amount owed to Customer by CPA Global.
- 4.10. All Charges and expenses are exclusive of value added, sales, use, excise, import and any other applicable tax, duties or other charges on the Services performed or licensed under this Agreement, except for taxes based on CPA Global's net income, unless the Customer has provided CPA Global with an appropriate resale or exemption certificate for the delivery location (i.e. the location where CPA Global provides the Services). All payments the Customer makes to CPA Global pursuant to this Agreement shall be made without any withholding or deduction of any withholding tax or other tax or mandatory payment to government agencies. If the Customer's country of residence requires the Customer to withhold any taxes on payments made to CPA Global under this Agreement, the sum payable by the Customer upon which such withholding or deduction is based shall be increased to the extent necessary to ensure that, after such withholding or deduction,

CPA Global receives and retains, free from liability for such withholding or deduction, a net amount equal to the amount CPA Global would have received and retained in the absence of such required withholding or deduction. The Parties shall cooperate with one another in any contest, legal or administrative proceeding related to the validity, payment or amount of any withholding tax.

## 5. RECORDS

- 5.1. CPA Global will maintain records in connection with the Services. Any record which CPA Global creates in connection with the Services shall be and shall remain CPA Global's property at all times. CPA Global may destroy any related record in respect of any Renewal at any time after the next following Renewal. To the extent that any such records contain Personal Data and where CPA Global no longer has a purpose or requirement under Applicable Data Protection Laws to justify keeping Personal Data, in accordance with Clause 6, it will take reasonable measures to delete the Personal Data that is no longer required.
- 5.2. The Customer may, as an optional service indicated by "Send Receipts" on the Signature Page, have access to CPA Global records related to the Services as subject to an agreed additional charge.
- 5.3. In any event the Customer shall have access to CPA Global records related to the Services on reasonable notice provided that such record has not already been destroyed; the Customer has paid all Charges then still due from the Customer to CPA Global; and the Customer pays an additional reasonable additional charge.

## 6. TERM, TERMINATION AND EFFECT OF TERMINATION

- 6.1. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated in accordance with the terms of this Agreement (the Term).
- 6.2. Either party may terminate this Agreement immediately upon written notice to the other for:

- 6.2.1. any material breach of this Agreement (including, without limitation, non-payment of Charges due under this Agreement) by the other Party which is not remedied within thirty (30) days after the service on the Party in default of a written notice specifying the nature of the breach and requiring that the same be remedied;
- 6.2.2. 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; or
- 6.2.3. any reason upon 180 days' prior written notice to the other Party.
- 6.3. Upon termination of this Agreement for any reason whatsoever, the Customer shall pay all outstanding Charges and expenses due to CPA Global and if any Confidential Information is still accessible and to the extent permitted by law, each Party shall return or destroy the other Party's Confidential Information and Personal Data received hereunder in accordance with instructions from the Disclosing Party. Termination of this Agreement (for whatever reason) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 6.4. CPA Global shall be entitled to suspend the Services in the event that an event referred to in Clauses 6.2.1 and 6.2.2 occurs.

## 7. CONFIDENTIAL INFORMATION

- 7.1. Each Party (the **Receiving Party**) undertakes to treat as confidential and keep secret all information conveyed by the other Party (the **Disclosing Party**) which is marked or stated to be confidential at the time of disclosure (hereinafter collectively referred to as **Confidential Information**) and use such Confidential Information solely for the purpose of fulfilling its obligations or exercising its rights hereunder. For avoidance of doubt, the Services received

and the pricing and discounts related thereto shall be deemed Confidential Information regardless of the foregoing marking requirement.

- 7.2. The Receiving Party shall not without the prior written consent of the Disclosing Party divulge any part of the Confidential Information to any person except to the Receiving Party's and its Affiliates' employees, and its agents (Representatives) and then only to those Representatives who need to know it to perform or receive the benefit of the Services. The Receiving Party shall ensure that such Representatives are bound by the material requirements of this Clause or a pre-existing confidentiality agreement with comparable terms. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information used to protect its own confidential information, but no less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any breach of confidence by any recipient of the Confidential Information and shall give the Disclosing Party all reasonable assistance at the Disclosing Party's own expense in connection with any proceedings which the Disclosing Party may institute against such recipient for breach of confidence.
- 7.3. Confidential Information shall not include any information which:
- 7.3.1. is at the time of disclosure, or subsequently becomes, publicly known except by breach of this Agreement;
- 7.3.2. is obtained from a third party under no obligation of confidentiality to the Disclosing Party; or
- 7.3.3. is developed by the Receiving Party independently of receiving the Confidential Information.
- 7.4. In the event that the Receiving Party is compelled by law or is required to act in compliance with the legal requirement of a governmental agency to disclose the Confidential Information to any third party, the Receiving Party shall, provided the Receiving Party has sufficient time and such disclosure is not illegal or otherwise impermissible, provide the Disclosing Party with reasonable notice of any disclosure and

comply with any reasonable instructions of the Disclosing Party as to such disclosure. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

## 8. INDEPENDENT CONTRACTOR, NO EXCLUSIVITY

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This Agreement is intended by the Parties to create an arms-length, independent contractor relationship between them. Nothing in this Agreement is intended to or shall create any agency, partnership or other fiduciary relationship between the parties or to confer any exclusive rights in favour of either party. CPA Global will manage its personnel and be free to exercise independent judgment as to the manner and method of performance of the Services. If the Internal Revenue Service, a state, provincial, local or federal agency, or a court determines that CPA Global, or CPA Global's employees or subcontractors, are common law employees of the Customer, then CPA Global will fully indemnify the Customer for all costs or damages incurred as a result of that determination.

## 9. FORCE MAJEURE

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- 9.1. Where a Force Majeure Event takes place CPA Global shall use reasonable endeavours to carry out the Services. In this Clause, **Force Majeure Event** means an event or circumstance beyond CPA Global's reasonable control including, without limitation, any acts of God, war, fire, flood, embargo, sanctions, litigation, nuclear accident or explosion, civil unrest, failures by telecommunications carriers, any nationalization, confiscation, requisition, expropriation, seizure or destruction of property by or under any government, or any other act of government, any delay caused by any act or omission of the other Party.
- 9.2. Notwithstanding Clause 9.1 above, if CPA Global is prevented, hindered or delayed from or in supplying any Services in accordance with the terms of this Agreement and by a Force Majeure Event CPA Global shall notify the Customer as soon as reasonably possible, and:

- 9.2.1. suspend performance to the extent required by the Force Majeure Event while the Force Majeure Event continues;
- 9.2.2. apportion available resources between CPA Global's customers as it decides;
- 9.2.3. terminate any contract so affected with immediate effect by written notice to the Customer; and
- 9.2.4. CPA Global shall not be liable for any loss or damage suffered by the Customer as a result.

## 10. COMPLIANCE WITH LAWS

- 10.1. Each Party will, at its own expense:
  - 10.1.1. obtain and maintain any approvals, licenses, filings or registrations necessary to perform its obligations hereunder; and
  - 10.1.2. comply with all local, state, federal and foreign laws (including export laws and regulations) that are applicable to it.
- 10.2. CPA Global and the Customer (including all of their directors, executive officers, agents, and employees) agree to, in connection with the Services or in connection with any other business transaction involving them, fully comply with:
  - 10.2.1. the U.S. Foreign Corrupt Practices Act (FCPA); and
  - 10.2.2. the provisions of any other applicable anti-corruption laws, including but not limited to the U.K. Bribery Act of 2010.
- 10.3. The Parties agree that should either of them learn of or have reason to suspect that a transaction of the sort prohibited by the legislation set out in Clause 10.2 has occurred, the knowledgeable or concerned Party will, where permissible, immediately advise the other in writing of such knowledge or suspicion.
- 10.4. Customer acknowledges that CPA Global are not responsible for the compliance of any Customer preferred third parties, including without limitation agent or filing agents, with all applicable anti-bribery, anti-boycott, export control, and financial sanctions laws and regulations.

## 11. DATA PROTECTION

- 11.1. Each Party shall, at all times, comply with its respective obligations under all relevant data privacy legislation in relation to any personal data collected or processed in the course of the performance of its obligations under this Agreement.
- 11.2. The additional Data Protection provisions in Annex 1 shall apply to the Parties (in order to be compliant with Jersey Data Protection law) if (i) either party is based within the European Union (**EU**) or European Economic Area (**EEA**) or (ii) EU laws apply to a party by virtue of public international law (iii) or the offering of the Supplies within an Order are to individuals who are in the EU or EEA.

## 12. MISCELLANEOUS

- 12.1. Neither Party may assign or transfer, or purport to assign or transfer, any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need to obtain consent from the other Party, assign and/or transfer the whole or any part of this Agreement to an Affiliate or a successor to all or substantially all of the business to which this Agreement relates, whether by merger, sale of assets, sale of stock or other similar transaction. CPA Global shall be entitled to subcontract parts of this Agreement to its Affiliate and/or third parties such as payment agents.
- 12.2. 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. This Agreement supersedes all prior proposals, understandings and agreements, oral and written, between the Parties relating to the subject matter of this Agreement and may not be modified or altered except by written instrument duly executed by both Parties. The Customer agrees 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. Any purchase order or other writing the Customer may submit to CPA Global shall only be for the Customer's

- convenience. Any additional or differing terms, whether or not materially different, set forth in any communication between the parties are hereby expressly rejected.
- 12.3. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the duly authorised representative of the Party claimed to have waived or consented. Clause headings are for convenience only and do not form a part of this Agreement.
- 12.4. The details of the Services that CPA Global shall provide are set out in the Schedules attached to this Agreement. CPA Global may change the procedures of these Services upon written notice to Customer. Any other variation to this Agreement shall only be effective if in writing and signed by both Parties.
- 12.5. The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 12.6. This Agreement and any dispute shall be governed by and construed in accordance, and the parties submit to the exclusive jurisdiction of with the following law and courts:
- 12.6.1. Where Customer's mailing address is located in North America or South America: the law of the Commonwealth of Virginia (USA) and the courts of Virginia; or
- 12.6.2. Where Customer's mailing address is located outside of North America or South America: the law of England and Wales and the English courts;
- 12.6.3. The United Nations Convention for the International Sale of Goods shall not apply.
- 12.7. Except as set out in Clause 3, 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 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 Signature Page 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.
- 12.8. The Customer hereby grants to CPA Global, its affiliates, successors, and assigns, all rights to reference the Customer and/or its logos, including quotes, photos taken or illustrations from the Customer, for advertising and marketing purposes, including but not limited to case studies, print advertisements, reference in CPA Global marketing materials, press releases, internet postings and other publications electronic or printed which are produced in the ordinary course of business.
- 12.9. All records and invoices shall be maintained in and all oral and written communications (including without limitation meetings, telephone calls, reports, notices and conferences) shall be conducted exclusively in the English language.
- 12.10. The Parties do not require the consent of any third party to rescind or terminate this Agreement or to vary it in any way. No provision of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement, whether by law or otherwise.



## DATA PROTECTION ANNEX

- 1.1 In this Annex the following terms shall have the following meanings:
- 1.1.1 **Applicable Data Protection Laws** means all national, international and local laws, regulations and rules by any government, agency or authority relating to data protection and privacy which are applicable to CPA Global or the Customer, including but not limited to The General Data Protection Regulation (Regulation (EU) 2016/679), (GDPR);
- 1.1.2 **Data Subject** means a natural person, who can be identified, directly or indirectly, in particular by reference to an identifier;
- 1.1.3 **Personal Data** means any information relating to a Data Subject such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.1.4 **Sub processor** means any processor engaged by CPA Global (or by any of our other sub processors) who agrees to receive from us (or from any of our other sub processors) personal data exclusively intended for processing activities to be carried out on behalf of you;
- 1.2 If we process any Personal Data on your behalf when performing our obligations under the Agreement, you agree that the intention is that you shall be the data controller and we shall be a data processor for the purposes of the Applicable Data Protection Laws. For the avoidance of doubt, you agree that we also process Personal Data for certain internal purposes, such as risk management and quality reviews, internal financial accounting, information technology and other administrative support services. Where we are processing Personal Data for our own internal purposes, we are acting as a data controller, and not a data processor.
- 1.3 The subject-matter, duration and the nature and purpose of the processing are set out within this Agreement and the Schedule(s). The type of personal data we shall process shall be low risk, (being not of a special category) Personal Data relating to Data Subjects that is required to fulfil the intellectual property management Services set out within this Agreement.
- 1.4 Where we are acting as your data processor;
- i. You acknowledge and agree that the Personal Data may be transferred or stored outside the EEA in order for us to provide the Supplies and carry out our other obligations under the Agreement. Such transfers will take place in accordance with Applicable Data Protection Legislation;
  - ii. You warrant that you are entitled to transfer the Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with the Agreement on your behalf and as instructed;
  - iii. You shall ensure that the relevant data subjects and third parties have been informed of, and where relevant, have given their consent to, such use, processing and transfer as required by all Applicable Data Protection Laws;
  - iv. We shall process the Personal Data in accordance with the terms of this Agreement and any lawful documented clear instructions reasonably given by you from time to time;
  - v. We shall both take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;
  - vi. We shall ensure that persons within CPA Global who are authorised to process the Personal Data on your behalf shall commit themselves to confidentiality, or will be under an appropriate obligation of confidentiality;
  - vii. You give us general authorisation to engage a Sub processor to process Personal Data as part of the Services. A list of the Sub processors is available on our Trust Centre at [www.cpaglobal.com/trust-centre](http://www.cpaglobal.com/trust-centre) which shall be updated from time to time with any changes concerning the addition or replacement of Sub processors, thereby giving you the opportunity to object to such changes;
  - viii. Where we engage another processor to carry out specific processing activities on your behalf, the same or substantively similar data protection obligations as set out between us shall be imposed on that Sub processor by way of contract;
  - ix. We shall notify you if we receive a request by a Data Subject exercising their rights in relation to Personal Data, including but not limited to requests for access, rectification, erasure, restriction of processing, portability and objections to processing based on automated decision making, and will cooperate with you to allow you to respond to such requests;
  - x. We shall notify you as soon as reasonably possible and without undue delay of us becoming aware of a Personal Data breach, as defined in Applicable Data Protection Laws, relating to Personal Data processed as part of the Services;

- xi. We shall assist you to comply with requirements relating to notification of Personal Data breaches to a supervisory authority, communication of Personal Data breaches to data subjects, data protection impact assessments and prior consultations with a supervisory authority, taking into account the nature of processing and the information available to us;
  - xii. At your written request, we shall delete or return all of the Personal Data to you after the end of the provision of the Supplies relating to processing, and delete existing copies from our records, unless a relevant legal, regulatory or standard business practice requires storage of the Personal Data;
  - xiii. We shall make available to you all information necessary to demonstrate compliance with the data protection obligations set out in this Annex 1, and allow for and contribute assistance to such audits, including inspections, conducted by you or another auditor mandated by you. Such audits, including inspections, shall be limited to one per year and shall be conducted with no less than 30 Working Days prior written notice;
  - xiv. You shall ensure that any audit, including inspection, conducted pursuant to this Annex 1 will, not disrupt our business; be conducted during business hours; not interfere with the interests of our other customers and not exceed a period of two successive business days
  - xv. In conducting any audit pursuant to this Annex 1, you (or your auditor) will comply with the confidentiality obligations as set out in this Agreement and our health and safety and security policies in place at the time.
- 1.5 If we can demonstrate compliance with the obligations set out in this Annex 1 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you comply with appropriate confidentiality obligations as set out in this Agreement and shall not use such audit report for any other purpose), you agree that you will not conduct an audit under this Annex 1.
- 1.6 Excluding fines levied by a data protection authority pursuant to the Applicable Data Protection Laws, you shall indemnify us against any claim made, or proceedings taken, against us acting wholly upon your instructions, claiming or alleging that our processing of any Personal Data as data processor for you infringes a data subject's rights under any Applicable Data Law

# SCHEDULE 1

## SERVICE DESCRIPTION FOR TRADEMARK AUTOMATIC SERVICE

## SCHEDULE 1

### SERVICE DESCRIPTION FOR TRADEMARK AUTOMATIC SERVICE

Further to the details set out on the Signature Page, this Schedule sets out the Services that CPA Global shall provide to the Customer.

#### 1. SCOPE OF SERVICES

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##### 1.1 Business Take On

- 1.1.1 **Data Verification.** To the extent that CPA Global performs data verification services (comparing and contrasting the data provided by Customer with the data maintained in relevant public records for such countries), in jurisdictions where feasible, CPA Global will refer to such public data sources as are available (and are reliable, in CPA Global's reasonable opinion) and those maintained by regional Patent and Trademark Offices, and commercial databases. CPA Global will amend Customer's data to match the data maintained by public records. Customer acknowledges that CPA Global shall have the sole discretion over the public data sources, commercial databases and data fields. The Customer acknowledges that the data extracted shall only be accurate to the extent that the third party data sources are correct and as of the date of extraction only. CPA Global will provide Customer with a current list of the data fields by each jurisdiction for the data verification services upon Customer's request.
- 1.1.2 **Analysis.** CPA Global's analysis of the Data to determine data quality and liaison with the Customer where CPA Global identifies any discrepancies;
- 1.1.3 **Upload.** Loading of the Data onto CPA Global's system and providing the Customer with a portfolio file of all Rights loaded;
- 1.1.4 **Review.** Customer will review this portfolio file and agree to the contents within the Portfolio Review Period.
- 1.1.5 **Key Dates.** As part of the Business Take On process set forth in this Section 1, CPA Global will provide Customer with a Service Guide setting forth the key dates related to the Services, including the Renewal Notice Date, Last Date for Abandonment and Invoice Date.
- **Renewal Notice Date.** CPA Global will send Customer only one Renewal Notice approximately 5 months prior to the Renewal Notice Cycle due period (e.g. monthly or quarterly) indicated on the front page of the Agreement.
  - **Last Date for Abandonment.** This is the last date on which CPA Global can accept Customer's Instruction to cease the Services. If Instructions to cease the Services are received after this date, CPA Global will not refund any cost of renewal.
  - **Invoice Date.** CPA Global will send Customer an invoice in accordance with the Invoicing Period. The invoice will be sent approximately one month prior to the beginning of the Renewal due period. The invoice will be sent via a mutually agreed format. CPA Global will also produce the Acknowledgment Schedule and formality documents, typically within ten (10) business days of such date.
- 1.2 On-going Data Management Services
- 1.2.1 **Update.** Updating of Data transferred by the Customer during the Term to CPA Global;
- 1.2.2 **Notification.** CPA Global shall notify Customer of changes made by CPA Global to the Data in a mutually agreed format.

## 1.3 Renewal of intellectual property

1.3.1 Payment to relevant third parties of Renewals other than those in respect of which Customer has issued Instructions to CPA Global in accordance with Clause 3.1;

1.3.2 CPA Global sends renewal certificates to the Customer;

1.3.3 Sending to the Customer by a mutually agreed format:

1.3.3.1 The first consolidated Renewal Notice in advance of the beginning of the applicable renewal due period as set out in the Service Guide comprising:

The Rights which will be subject to the Services;

The estimated Fees payable in respect of such Services.

1.3.3.2 Confirmation (comprising a formalised report) of an Instruction from the Customer to cease the Services in respect of a Right.

1.3.4 Processing the data in Customer responses (in accordance with Clause 3.1) to Renewal Notices.

## 1.4 Fulfilling Documentary Requirements

1.4.1 Where Customer has provided suitable authority for us to file powers of attorney in respect of performing the Renewal on Customer's behalf:

1.4.1.1 The completion of Renewals;

1.4.1.2 The recording of changes in ownership; and

1.4.1.3 The management of notarisation and legalisation requirements for these documents.

1.4.2 Subject to Customer providing the requisite documentary requirements in certain countries we will assist, where we have the legal authority to do so, in further activities, for example, renewal affidavits, evidence of use, statement of use and change of name and address declarations, re-classification of a trademark subject to liaison with the Customer.

1.4.3 If Customer does not provide authority for CPA Global to complete documents on Customer's behalf then CPA Global will request completion on a case-by-case basis.

1.4.4 Depending upon the change of ownership details the Customer supplies to CPA Global prior to renewal, CPA Global can perform the recordal of changes of proprietor name and/or address, mergers and assignments.

## 2. OUT OF SCOPE

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2.1 The Services do not include:

2.1.1 Renewals of intellectual property rights of which the Customer has issued Instructions to CPA Global to cease the Services by the applicable last date for abandonment as set out in the Service Guide;

2.1.2 Payment of accumulated annuities or back fees arising in certain countries at the time of grant or acceptance of an application. It is the Customer's responsibility to arrange payment of such fees directly with the Customer's associate.

## 3. OPTIONAL SERVICES

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All optional services will be charged for in addition and separately. A list of optional chargeable services is available on request.

## 4. ADDITIONAL FEES

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In addition to CPA Global's Service Charge, an extra fee shall be payable for additional formalities (with a schedule of associated fees being available from CPA Global upon request), including but not limited to:

- 4.1 Change of ownership records including change of name/address, assignments, mergers;
- 4.2 Amendments to the mark;
- 4.3 Late fines incurred through late instructions and/or late provision of required documents;
- 4.4 Request for extensions;
- 4.5 Re-classification;
- 4.6 Authentication of documents;
- 4.7 Obtaining previous renewal or registration certificates; obtaining duplicate renewal certificates or obtaining certified copies of registrations; and
- 4.8 Reporting and replying to office actions.