

# Terms of Business

## Dentons Patent Attorneys Australasia Limited

### Welcome to Dentons.

July 2025

#### Dentons and You

- 1 The Engagement Letter, which may be in email form, sets out the scope of our representation and identifies you as our sole client. We do not represent any other persons or entities, including your parent, subsidiaries and affiliates, unless named in the Engagement Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in the Engagement Letter. The Engagement Letter incorporates these Terms of Business, and together they govern the relationship between us and form the Engagement Agreement.
- 2 Dentons Patent Attorneys Australasia Limited is an independently owned limited liability company and is related to Dentons Group, a Swiss Verein, whose members and their respective subsidiaries and affiliates provide legal services in different locations, each of which is its own Practice. For a list of each Practice by location, see: [www.dentons.com/legalnotices](http://www.dentons.com/legalnotices).
- 3 This Engagement Agreement is between you and Dentons Patent Attorneys Australasia Limited and not any other Dentons Practice or any entity or individual. No other Dentons Practice is liable to you for the services we provide to you.
- 4 Other Dentons Practices represent many clients in different geographies, including entities and individuals that may enter into transactions or have disputes with you. Unless another Dentons Practice is specifically engaged by

you or on your behalf, you agree that those representations by other Dentons Practices do not conflict with our representation of you, and that you will not assert that other Dentons Practices are precluded from representing those entities and individuals.

- 5 We may involve other Dentons Practices to help with your matter. Unless we state otherwise, we will do so by subcontract and we will remain solely responsible to you for the engagement. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

#### Group Entities

- 6 These Terms of Business describe the basis on which you engage us either on your own behalf or on behalf of any companies, organisations or entities that you control.

#### Acting for More than One of You

- 7 If we are acting for more than one person or entity on your matters, you agree that we can accept instructions from any of you, unless agreed otherwise.
- 8 We may terminate the Engagement Agreement where, in our sole opinion, there is or may be a conflict of interest between any of you, or if we would otherwise be obliged to act in a manner contrary to the interests of one of you.

- 9 By entering into the Engagement Agreement, you each agree to immediately notify us if there is any dispute or a conflict of interest which arises between you while we act for you.
- 10 Your liability to us under our Engagement Agreement is joint and several. You may request us to apportion any bill between you, but this will not affect your joint and several liability to us.

#### If You Are a Trustee

- 11 We do not act for, nor are we liable to, any beneficiaries of any trust.
- 12 By instructing us, you confirm that you have full power and authority to enter into the Engagement Agreement and to instruct us in your matters on an ongoing basis from the date you instruct us, until the file is closed.

#### Future Matters

- 13 Unless we make other specific arrangements with you, the terms in the Engagement Agreement apply to all matters which you instruct us on.

#### Our Working Relationship

- 14 We will provide you with the patent attorney services you request, unless there are conflicts of interest or other factors which prevent us from accepting your instructions.

- 15 Effective representation requires open and honest communication throughout our relationship. We need you to provide clear and timely instructions, relevant information and documents, and make yourself available for consultation.
- 16 You should carefully check for any insurance policies that might relate to the work we do for you, and notify your insurers promptly to protect your rights. Unless you disclose these policies and we agree to advise on them in the Engagement Letter, we cannot be responsible for advising you about the existence or applicability of any insurance coverage.
- 17 We may communicate with you using any reasonable method, including electronic communications, like email, which may not be absolutely secure and present risk of interception or copying.
- 18 We strive to offer the highest standard of services to you. If you are dissatisfied with any aspect of our services, including our bill, please contact the patent attorney responsible for your matter. If your issue is not resolved to your satisfaction, please write to the partner you have been dealing with who will investigate your issue thoroughly and respond promptly. Further details are available at [www.dentons.com/legal/notice](http://www.dentons.com/legal/notice) and a copy of our complaints policy is available upon request.
- Advanced Clearance of Conflicts of Interest**
- 19 Dentons represents a wide variety of companies and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests. These kinds of representations could present conflicts of interest under applicable rules. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, as long as:
- those matters are not substantially related to our representation of you; or
  - we screen our professionals who have confidential information from any involvement in the adverse representation.
- 20 To protect your interests we will carry out a conflict check before accepting instructions from you. That check will be carried out in accordance with our conflict checking policy and will involve disclosing sufficient information about you and the proposed instruction to enable us to determine whether an actual or potential conflict exists. By seeking to instruct us, you authorise us to disclose information to Dentons Practices and undertake the Conflict checking process.
- 21 Of course, we will not use any confidential information received from you in any way inconsistently with our professional responsibilities. To that end, before accepting a new matter, we endeavour to ensure that it does not create a conflict of interest or that, if it does, proper steps (acceptable to you and permitted by law) are taken to manage the conflict.
- 22 If a conflict of interest arises during the course of your matters, our Business Unit Leader or the CEO will discuss it with you and the other party to the conflict to try and achieve a speedy and satisfactory resolution.
- 23 Please tell us now if you use other names or have affiliated or related companies or entities.
- Fees and Costs**
- 24 Details of our hourly rates and/or fees are set out in the Engagement Letter or are available upon request. We review our hourly rates at the beginning of each financial year. If our hourly rates change, we will give you an updated Fee Schedule.
- 25 In relation to work conducted, our fees are set based on the complexity of the work, time taken, novelty of the matter, degree of urgency, skill and expertise required, the degree of risk assumed by us in undertaking the services, the importance of the matter to you and the results achieved, the possibility that the acceptance of the particular retainer will preclude engagement of us by other clients, whether the fee is fixed, and any quote or estimate of fees given to you by us.
- 26 Where our costs are calculated by reference to time, we charge on the basis of one hour divided into ten units of six minutes each. One unit is the minimum time that is charged for any activity.
- 27 We may also charge and you agree to pay for incidental expenses including travel, delivery services, imaging, translation fees (both internal and external), printing, court fees and other expenses.
- 28 The Fee Schedule sets out the basis upon which we charge for incidental expenses. Other significant expenses may be set out in the Engagement Letter.
- 29 For items we purchase in bulk or through fixed fee arrangements, such as computerised legal research, technology and support services, we will charge you a rate reasonably apportioned to you.
- 30 Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately, otherwise we will understand that the invoice is agreeable to you. Our invoices are payable within 30 days of the date the invoice is rendered or within any other timeframe notified by us to you, and you remain responsible for paying them even if you have an arrangement with a third party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate our representation, withdraw, retain custody of any of your property including client files, charge reasonable interest as we may determine on each invoice that is unpaid after 30 days, and hold you responsible for any collection costs, including reasonable attorneys' fees.
- 31 Where GST is payable on any goods or services we supply, the applicable rate of GST will be added to the GST exclusive supply price.
- 32 We may need to pay costs on your behalf and you agree to reimburse us promptly.
- 33 You also agree that we may engage experts or third parties, such as counsel, lawyers or local agents, on your behalf to be directly paid by you. In such cases, we will consult with you prior to doing so.
- 34 If we have agreed to invoice a third party for our fees in your matters and the third party does not pay our invoice within 30 days of receiving it, we may require you to pay those fees on seven days' notice.

35 We will not hold original copies of receipts for disbursements and expenses. These will only be available in electronic copy.

36 Unless expressly stated otherwise, estimates we provide are subject to change and not binding on us.

37 All fees and costs of any Dentons Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes; those taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount. Please note that it may not be possible or practicable for us to claim, or assist you in claiming, any refund of or exemption from such deductions.

38 We disclose that we may receive discounts, rebates or other benefits from third party service providers engaged by us.

#### Electronic Communications

39 By entering into the Engagement Agreement, you:

- (a) consent to us communicating with you or on your behalf using electronic means including the issue of this Engagement Agreement, invoices and any subsequent Engagement Letters; and
- (b) release us from liability for any loss you may incur if an electronic communication is intercepted, corrupted, delayed, not received, copied or viewed by someone other than the intended recipient, or if a document that we prepare on your behalf and send to you electronically is altered by you without our prior written authority.

40 If you ask us to give you a copy of a document by email, on a disk or in another electronic form, then:

- (a) we do not warrant that the email, disk or other form of communication will be virus or defect free;
- (b) we will not be responsible for any loss or damage sustained by the computer systems that

read the email, disk or other form of communication; and

- (c) you must take precautions to ensure that the email, disk or other form of communication does not cause any loss or damage.

#### Privacy, Data Protection and Other Regulations

41 We are often asked for information about our experience, including our clients and the matters we handle. Insofar as permitted by applicable law, you consent to our public disclosure that you are a client and a general description of our work for you.

42 You acknowledge and accept that we have no duty to disclose to you information relevant to you or your matter that is obtained by another Dentons Practice.

43 If you give us confidential information but then do not instruct us (or if we cannot act for you), you consent to us acting for another client on any matter to which your confidential information is relevant to the extent allowable under applicable laws.

44 We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy protection standards equivalent to or higher than those required by law. We may transfer data relating to or belonging to you between locations in order to provide legal services to you.

45 You consent to us processing such personal data for the purposes of providing you with legal services, preparing marketing material and all other legitimate business purposes. Where we process personal data in acting on any matter for you, we do so as a data processor and only in accordance with your instructions. We will, however, ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss, destruction or damage of personal data. You consent to us sharing information about you and your matters with the other Dentons Practices, including storing it on shared computer systems and with third parties we appoint on your behalf in the course of acting for you. We will do so confidentially and in a manner that preserves your privilege and the confidentiality of this information in accordance with applicable law.

46 In the course of acting for you, we may require you to give us personal information. Anti-money laundering, anti-bribery, anti-terrorism and similar laws applicable in some jurisdictions require us to carry out due diligence on our clients, including verifying their identity, and review that due diligence on an ongoing basis. These rules and laws may apply to you and any individuals who instruct us on your behalf and we may not be able to represent you until we have all the information we need for these purposes.

47 Law or regulations may require us to report to a government or regulatory authority our knowledge or suspicion that certain criminal offences have been committed, regardless of whether our client or a third party committed the offence. In these circumstances, we may not be able to discuss these reports with you because of restrictions those laws and regulations impose on us and we may have to stop acting for you. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with these laws and regulations.

48 Our dealings with your information are subject to our professional duty of confidentiality. Personal information will be handled according to applicable privacy legislation, including the Privacy Act 2020, (NZ) or the Privacy Act 1988 (Cth).

49 Our [Privacy Policy](#) forms part of these Terms of Business. It may be viewed on our website or a copy can be provided on request.

50 We act in accordance with all applicable professional, ethical and business standards and do not tolerate bribery and corruption in any form. We have adequate procedures in place to prevent and report any suspected instances of bribery and corruption arising internally and in respect of our dealings with you and third parties.

#### Your File and our Records Retention

51 We may maintain a Client File throughout the engagement. We will provide the Client File to you during or at the conclusion of a matter, at your request, and we may charge you for doing so.

52 We may maintain the Client File in either electronic or hard copy, at our discretion.

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| 53                 | You agree that, absent professional obligations or written direction from you to the contrary, we may dispose of all records (other than those in safe custody) relating to the representation seven years after we last performed work on the matter, without further notice to you, or earlier if the law permits us to convert those documents into an electronic format and then destroy them. | (e) if there are any ethical grounds which we consider require us to cease action for you, for example a conflict of interest;   | (a) is liable to contribute (whether or not you collect such amounts); or  |
|                    |  | (f) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or   | (b) would have been liable to contribute but for a limit on, exclusion of, compromise or reduction in liability in favour of that third party.   |
| 54                 | We need not keep documents containing our internal work, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of your Client File.  | (g) if in our sole discretion we consider it is no longer appropriate to act for you.  | 66 If we appoint by subcontract another Dentons Practice to assist on any matter for you, then such Practice shall not have any liability to you and you agree not to bring any claim against it whether in contract or tort or otherwise.   |
| 55                 | Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:   | 59 If we terminate our engagement in accordance with the preceding paragraph, we will not be liable for any resulting loss to you.   | 67 We will not be liable to you for any losses caused by delay or failure to perform our obligations related to a banking failure or other circumstances outside our control, including Acts of God, war, civil war, industrial disputes, protests or civil disorder, acts of terrorism, and national or regional emergencies. |
|                    | (a) we are entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and   | 60 You must pay our charges for work done and expenses incurred up to:   | 68 To the maximum extent permitted by law, neither party will be liable for any indirect or consequential loss or any loss of revenue, profits, goodwill, savings or opportunity.  |
|                    | (b) our lien will continue notwithstanding that we cease to act for you.   | (a) the date we receive your notice of termination or as a consequence of your termination, such as in litigious matters, hearing allocation fees for which we remain responsible; or  | 69 The limits of liability set out above do not apply to:  |
|                    |  | (b) the date that the notice of our intention to terminate becomes effective,  | (a) liability for death or personal injury caused by negligence;   |
|                    |  | as the case may be.  | (b) liability for fraud or reckless disregard of professional obligations; or  |
|                    |  | 61 On termination, we are entitled to retain possession of your documents while there is money owing to us for our fees and expenses.  | (c) any other liability to the extent that its limitation or exclusion is prohibited by law.   |
| <b>Termination</b> |  | <b>Limitation of Liability</b>   |  |
| 56                 | You may terminate our engagement at any time by giving us written notice.  | 62 Our financial liability for any loss or damage suffered by you, arising out of the services we provide you, is limited to \$10,000,000.   | 70 The Engagement Agreement is the only communication governing our relationship. We have no liability for any statements or representations concerning our relationship with you arising from communications which are not expressly contained in our Engagement Agreement.   |
| 57                 | We may terminate the engagement at any time consistent with our ethical obligations.   | 63 You release us from all claims arising in connection with providing services under our Engagement Agreement, to the extent that our liability in respect of those claims exceeds the limit of indemnity under our insurance.                          | 71 If we become liable to pay damages arising from our acts or defaults, the amounts ultimately payable by us will be reduced by amounts due or contributed to by:   |
| 58                 | Upon giving you reasonable notice of our intention to terminate, we may also terminate our engagement at any time or cease to perform further work:  | 64 Where we are liable to you and other third parties in respect of a matter, this limit of liability applies to all of you and represents our total liability to you and all such third parties for that matter.  | (a) your own acts or defaults or the acts or defaults of any other person (including your other advisers); and   |
|                    | (a) while any of our invoices remain unpaid;   | 65 If we are liable to you on a matter jointly with another party or have a right of contribution from another party, then our total liability to you is limited to our net contribution. This will be calculated based on the amounts each third party: | (b) anyone who is not a director or employee of Dentons, or agents for whom we bear responsibility.  |
|                    | (b) if you do not within seven days comply with any request to pay an amount in respect of incidental expenses or future costs;  |  |  |
|                    | (c) if you fail to provide us with clear and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;   |  |  |
|                    | (d) if you refuse to accept our advice;  |  |  |



## Translations

- 72 If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

## Professional Regulation

- 73 The patent attorney services provided by Dentons are regulated by the New Zealand Patents Act 2013, Australian Patents Act 1990 and the rules made pursuant to it.

## Entire Agreement and variation

- 74 This Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of Dentons Patent Attorneys Australasia Limited engaged by you. We reserve the right to change or add to these Terms of Business at any time upon written notice. If there is a conflict between these Terms of Business and the Engagement Letter, the provisions of the Engagement Letter prevail. If any part of the Engagement Letter is held to be illegal, invalid or unenforceable, it will not form part of the agreement and the balance will remain enforceable and will not be affected.
- 75 These Terms of Business, the Fee Schedule and the Engagement Letter can be varied in writing by a partner on our behalf. We will notify you of those changes.

## Jurisdiction and Governing Law

- 76 The laws that govern all aspects of our engagement including the Engagement Agreement and the performance of our services.
- (a) Where the services are performed for your benefit in Australia, the governing law is the laws of New South Wales and the Commonwealth of Australia: The courts and tribunals of New South Wales and the Commonwealth of Australia will have jurisdiction over our engagement with you.
- (b) In all other cases governing law is New Zealand: The courts of New Zealand and tribunals will have jurisdiction over our engagement with you.

## Copyright

- 77 Copyright and all other intellectual property rights in all documents, software and other products we provide to you will stay vested in us. You are granted a limited licence to use such work, but only for the purposes for which it was supplied to you. We may terminate any such licence if our fees are not paid.

## Code of Conduct

- 78 The conduct of Dentons Patent Attorneys Australasia Limited is bound by the *Code of Conduct for Trans-Tasman Patent and Trade Marks Attorneys 2018*.