

TERMS OF BUSINESS

Effective as of 1 January 2024

CWB Limited
Al Falah Street, Al Khatem Tower, Floor 16, DD-16-121-021
PO Box 46617, Al Maryah Island, Abu Dhabi Global Market Square
Abu Dhabi, United Arab Emirates
Tel: +971 2 8775741 / www.cwbip.com

A member of CWB Group Holdings, an intellectual property services
group with offices across Africa, Eastern Europe, Central Asia, and
the Middle East





TERMS OF BUSINESS

1. CWB Limited

CWB Limited is a member of CWB Group Holdings LTD, an intellectual property services group with offices across Africa, Eastern Europe, Central Asia, and the Middle East. CWB Limited is incorporated in the United Arab Emirates pursuant to the rules and regulations of the Abu Dhabi Global Market and is licensed to provide legal consultancy and intellectual property agency services under commercial license no. 5290.

CWB Limited coordinates the provision of intellectual property and related legal services through several professional firms in Africa, Central Asia, Eastern Europe, and the Middle East. Each of these firms is a subsidiary of CWB Group Holdings LTD or operates in association with a subsidiary of CWB Holdings LTD ("CWB Firms"). Together, the CWB Firms operate as one to protect and manage intellectual property ("IP") rights throughout the 100+ jurisdictions within Africa, Central Asia, Eastern Europe, and the Middle East.

CWB Limited also provides various intra-group services including marketing, IT, finance, HR, knowledge/matter management, and client administration services to support the CWB Firms. The services of more than one CWB Firm may be required at any given time to carry out your instructions and any use in these Terms of Business of the terms "we", "us", "our", or "CWB" refers collectively to CWB Limited and or the CWB Firms.

A full list of the CWB Firms and their functions is set out in the annexure to these Terms of Business.

2. The way in which we work

We work in client partner-led teams. You will have a client relationship partner from a CWB Firm allocated to you, who will have overall responsibility for your matters. Working under the supervision of your client relationship partner will be one or more partners, associates, consultants and or paralegals from one or more CWB Firms (depending on the nature and volume of your work).

Although you may be working on a day-to-day basis with someone other than your client relationship partner, your client relationship partner will be copied on all correspondence and will be ultimately responsible for the matters you instruct us on. If you have any concerns about the conduct of your matters, you should raise them with your client relationship partner.

3. Identification

Prior to us accepting instructions to act on your behalf, we may require identification and other Know Your Customer (KYC) information. To comply with applicable anti-money laundering laws and regulations, we may also require you to provide information and documents to verify the identities of individuals and entities associated with you. You understand that if the verification requirements under applicable law are not met to our satisfaction, we may delay commencement of work on your behalf or may decline to act.



4. Letters of engagement

For contentious or other substantive matters, or where it is a regulatory requirement for a CWB Firm to do so, we may provide you with a matter specific letter of engagement that outlines an estimate of the fees for completing a defined scope of work and sets out any additional information that may be necessary to comply with local laws and regulations.

5. Our fees

IP agency services

For IP agency services (e.g. the registration and renewal of trade marks, patents, designs, copyright, and domain names), we charge fixed fees for all the steps in the process.

We review our fixed fees from time to time. To peruse our current fixed fees, you may request our fee schedules from your client relationship partner.

Strategy and advisory, prosecution, oppositions and disputes, and patent drafting services

For work outside of IP agency services, we charge principally on a time-taken basis usually in accordance with an estimate we have given you. To ensure that our fees are fair and reasonable, having regard to your interests and to ours, we will consider the factors set out below:

- the complexity of the matter;
- the skill, specialised knowledge, and experience required;
- the responsibility involved;
- the importance of the matter to you and the results achieved;
- the urgency of the matter; and/or
- the circumstances in which our services were provided.

Where we have not been asked for an estimate for work on a time-taken basis, we assume that our reasonable fees

based on actual time spent are in order. Our current hourly rates are set out in paragraph 6 of these Terms of Business.

IP Litigation

For IP litigation work, we also charge principally on a time-taken basis usually in accordance with an estimate we have given you and may include the fees for counsel with right of appearance in the jurisdiction where the matter is being litigated.

Where we have not been asked for an estimate for work on a time-taken basis, we assume that our reasonable fees based on actual time spent are in order.

Due to the unpredictable nature of litigation, it is not always possible to accurately forecast the costs for an entire litigation or any specific phase of a litigation. Our proposals will set out the assumptions on which our calculations are based. We reserve the right to vary our fee proposals to account for external factors and/or the occurrence of unexpected events that may result in an increase or decrease of our fees.

6. Hourly rates

Our hourly rates are as follows (excluding VAT and any other local taxes or imposts):

Position	US\$ per hour
Partners	460 - 750
Of Counsel	460 - 550
Senior associates	370 - 525
Associates	210 - 425
Paralegals	75 - 225

Our hourly rates are updated from time to time to reflect changes in the skill and expertise of partners and staff, and to take account of changes in costs. We therefore reserve the right to alter our charge out rates from time to time but

only after giving you reasonable notice. If you continue to instruct us after receiving notice, you acknowledge and agree that you will be deemed to have accepted these new rates.

7. Incidental office expenses

Incidental office expenses such as telephone, copying and courier are calculated as a small percentage (3%) of our professional fees and are charged as such in addition to our professional fees.

8. Value added tax ("VAT")

Many of the countries we operate in have either implemented VAT or are in the process of implementing VAT. VAT, and any other applicable local taxes or imposts, will be added to your invoice where applicable.

9. Third party disbursements

While carrying out the work instructed by you, we may need to make payments to third parties (such as government fees, agents, service providers, counsel, experts and investigators) on your behalf.

These charges will be passed on to you in our invoices and will be shown as government fees or reimbursements as applicable.

10. Travel costs

If one or more staff handling your matter is required to travel outside their usual location for the purpose of working on your matter, you will be responsible for the payment of reasonable out of pocket costs relating to travel, accommodation and incidental expenses such as meals, laundry and transportation. These charges will be passed on to you in our invoices and will be shown as reimbursements.

11. Payment on account of future costs

Depending on the nature of the work, we may ask you for payment in advance for fees and disbursements before work commences.

We will use any funds held by us on your account to settle invoices we have issued to you for the work we have done.

12. Invoices

Centralised billing

CWB Firms invoice CWB Limited for all services rendered and for costs incurred by each CWB Firm on your behalf, and CWB Limited in turn issues consolidated invoices to you for all the work carried out by the CWB Firms.

Frequency

Depending on the nature of the work being carried out, we issue invoices to our clients either at the end of each week or each calendar month unless other arrangements have been agreed.

Settlement terms

We require you to settle our invoices within 30 days of the invoice date.

We may deduct the amount of any overdue invoice from any funds held on your behalf. Our invoices are payable in US Dollars unless agreed otherwise. Should you wish to discuss credit terms, please contact your client relationship partner.

Delivered by email

Our invoices are dispatched by email unless you ask us to deliver them by other means.

Queries

Any query you have in relation to our invoices must be raised with your client relationship partner within 15 days of receipt of the invoice. If you do not query an invoice within the initial 15-day

period, we will deem you to have accepted the invoice as payable.

13. Our anti-money laundering reporting obligations

We are required under applicable anti-money laundering laws and regulations to give notice to government or regulatory authorities whenever we know or suspect that a matter or transaction involves money laundering. These reporting obligations may also preclude us from seeking your consent prior to giving notice or informing you that notice was given.

You agree not to bring any claim against us, and we will not accept any liability for any loss or damage you or anyone else suffers by any action we take, or any delay, failure or refusal to act, if done in good faith to comply with applicable anti-money laundering laws and regulations.

14. Confidentiality and disclosure

We will hold in confidence all information that you give to us in relation to your matters and disclose that information only:

- In accordance with your instructions;
- To the extent that it is necessary to carry out your instructions, including sharing that information with CWB Firms and/or third-party agents or service providers we instruct on your behalf;
- For our own research, training, firm management, and administrative purposes (including disclosures to our insurers, insurance brokers, auditors, bankers and other advisors, where necessary);
- To protect or defend ourselves in any actual or threatened legal, civil or regulatory proceeding; and

- To comply with any obligation under the law or regulations.

We are under no obligation in relation to information that is already in the public domain.

Unless you specifically instruct us otherwise, we are authorised to disclose that you are a client of CWB. We will not disclose what work we do for you or the nature or details of any of your matters.

15. Conflicts of interest

We will not act where we identify a conflict of interest, or where a significant risk of such a conflict may exist, under the laws and professional regulations applicable to us, unless we have your consent. However, in circumstances of urgency, where our refusal to act could cause harm, we may in our discretion decide to act by doing the bare minimum required to preserve your position while alternative representation is found. We are, however, not bound to such duty, and are, in cases of urgency, authorised to take extra-ordinary measures to maintain client matter separation, to the best of our ability.

You agree that we may act for other clients in transactions or disputes in which you or any affiliated entity of yours has an interest but on which you or they have instructed another law firm; provided that we do not thereby breach our duty of confidentiality to you.

You agree that we are free to act in situations of pure 'commercial conflict'. For example, and in absence of legal conflict, you agree that we may act for competitors, and we may perform bulk searching, renewal, and title update work, where we do not have direct contact with, and do not provide substantive advice to, the ultimate client. We might in limited, conditional, and special circumstances agree not to work with nominated third parties, subject to written approval by our CEO.

Any such arrangements are made, and remain, in our sole discretion, and are subject to our exclusive review from time-to-time.

You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we may owe a duty of confidentiality to another client or any other person.

16. Instructions

The laws, regulations and authorities in the jurisdictions we cover often impose time limits. Time limits may apply to, for example, actions before the Courts, Administrative Authorities, Police and Customs Authorities, as well as to Trade Mark and Patent Offices. Not meeting these limits may be fatal to rights and planned formal actions.

While we do our best to keep you informed of time limits, we cannot be held responsible for missed time limits due to instructions that are insufficiently clear, incomplete, or not early enough to allow us to act within such official time limits, to the best of our reasonable ability, while also accounting for formality requirements, such as legalisations and translations. We also do not undertake to incur costs on your behalf or take any action without your instruction to do so.

We are not liable for any damage or loss, of any nature, consequential or otherwise, foreseen or unforeseen, that may arise from a missed time limit as a result of unclear, incomplete, or late instructions, or from any other circumstance beyond our control.

17. Reliance

You are the only party who may rely on our advice. We owe no duty or liability to any other party, including for example any associated company, shareholder, director, employee, or family member. If you want any other party to be able to

rely on our advice, our written agreement is required.

Our advice is opinion only, based on the facts and circumstances known to us and on our professional judgement, and is subject to any change in the law or its application after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

18. Email communications

We will use email to communicate with you unless you instruct us otherwise. However, you should be aware that electronic communications are neither always private nor always secure and that we cannot guarantee correct information routing or promptness of delivery.

Where security and reliability are important to you, we recommend that you do not use electronic communication for sending to us or receiving from us information or documents.

If you choose to communicate with us by email or other electronic messaging, we will assume that you have accepted the risks inherent in such communications.

19. Document management

We maintain electronic files for all correspondence and documents relating to your matters. Our policy is to maintain those electronic files for no less than 10 years from the year of completion of the particular matter.

We maintain, to the best of our ability, and without liability, paper files for the following only:

- a) Documents that you have instructed us must be preserved;
- b) Original powers of attorney, certificates of registration and documents evidencing legal title or authority; and
- c) Original evidence for legal action contemplated or afoot (such as printed brochures, receipts and photographs).

20. Product samples

In the course of your matter, we may receive or purchase product samples. We will hold such samples until the conclusion of your matter and then seek your instructions as to how you would like to dispose of them, such as by sending them to you, destroying them, etc. You will bear the costs of disposal.

In some circumstances, there may be storage costs arising from us holding product samples. We will usually discuss such costs with you before they are incurred. In any case, storage costs are your responsibility.

20. Resolving problems

If you experience any problem with our services, it is important that you let us know immediately by speaking directly to your client relationship partner who will try to resolve the matter with you to your satisfaction. If the matter is not resolved to your satisfaction, you should contact our Group CEO.

21. Termination

Where you give us an instruction, and we rely on that instruction in something we do, you may not revoke that instruction. Subject to this, you may terminate our engagement at any time upon one month's written notice.

We may terminate our engagement at any time if:

- you misrepresent or fail to disclose to us relevant facts;
- you mislead or deceive us in a material respect;
- you act contrary to, or ignore, our advice by adopting a course of action that we believe may be inconsistent with our obligations;
- we consider that a conflict of interest has arisen;
- we find, in our sole discretion, that we are unable to discharge our duty of care towards you, for whatever reason;
- you do not pay our invoices by the due date; or
- we deem that any illegal matter or adverse effect on our reputation may occur.

If our engagement is terminated, we may retain a lien over your files until our invoices are paid.

If our engagement is terminated, these terms of business will continue to apply to the extent that is appropriate in respect of but not limited to unpaid invoices, unbilled work in progress and any transfer instructions.

22. Governing law and jurisdiction

These terms of business are governed by the laws and regulations of the Abu Dhabi Global Market and the federal laws of the United Arab Emirates as applicable therein. Any dispute between you and us is to be resolved by the courts of the Abu Dhabi Global Market.

23. General

These Terms of Business, and any matter specific letter of engagement we may issue from time to time, constitute the terms of our engagement. We will notify you of material variations to our Terms of Business.



If you continue to instruct us, you will be deemed to have accepted our Terms of Business as set out in this document, regardless of whether or not you have expressly confirmed your acceptance.

ANNEXURE

The CWB Firms and their functions

Africa

Proventus Africa Holdings (Pty) Ltd

subsidiary of CWB Group Holdings Ltd. that holds the shares of the CWB Firms operating in Africa.

Hahn & Hahn Inc.

independent IP consulting firm that operates in association with Cedar White Bradley Consulting SAL (Offshore) and provides IP investigation services in South Africa. In addition, its qualified lawyers have rights of appearance before the South Africa courts and provide IP advocacy and IP agency services in South Africa as well as IP legal consultancy services throughout Africa.

Galloway & Co.(Pty) LTD

subsidiary of Proventus Africa Holdings (Pty) Ltd that provides IP agency and IP investigation services in South Africa. In addition, its qualified lawyers provide IP legal consultancy services throughout Africa.

Galloway & Co./Harare

subsidiary of Proventus Africa Holdings (Pty) Ltd that provides IP agency and IP investigation services in Zimbabwe.

Galloway & Co./Blantyre

subsidiary of Proventus Africa Holdings (Pty) Ltd that provides IP agency and IP investigation services in Malawi.

Galloway & Co./Lusaka

subsidiary of Proventus Africa Holdings (Pty) Ltd that provides IP agency and IP investigation services in Zambia.

Vertex Consulting LLC

independent IP consulting firm that operates in association with Cedar White Bradley Consulting SAL (Offshore) and provides IP investigation services in Egypt. In addition, its qualified lawyers have rights of appearance before the Egypt courts and provide IP advocacy and IP agency services in Egypt as well as IP legal consultancy services throughout the Middle East and North Africa.

Eastern Europe and Central Asia

Petosevic Group SARL

subsidiary of CWB Group Holdings Ltd. that holds the shares of the CWB Firms operating in Eastern Europe and Central Asia.

Petosevic d.o.o Sarajevo

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Bosnia. In addition, its qualified lawyers have rights of appearance before the Bosnia courts and provide IP advocacy services in Bosnia as well as IP legal consultancy services throughout Eastern Europe.

Petosevic d.o.o - Podgorica

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Montenegro. In addition, its qualified lawyers have rights of appearance before the Montenegro courts and provide IP advocacy services in Montenegro as well as IP legal consultancy services throughout Eastern Europe.

Petosevic d.o.o

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Slovenia. In addition, its qualified lawyers have rights of appearance before the Slovenia courts and provide IP advocacy services in Slovenia as well as IP legal consultancy services throughout Eastern Europe.

Petosevic LLC

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Ukraine. In addition, its qualified lawyers have rights of appearance before the Ukraine courts and provide IP advocacy services in Ukraine as well as IP legal consultancy services throughout Eastern Europe.

Petosevic CT LLC

independent IP consulting firm that operates in association with Cedar White Bradley Consulting SAL (Offshore) and provides IP agency and IP investigation services in Ukraine. In addition, its qualified lawyers have rights of appearance before the Ukraine courts and provide IP advocacy services in Ukraine as well as IP legal consultancy services throughout Eastern Europe.

Petosevic d.o.o.

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Croatia. In addition, its qualified lawyers have rights of appearance before the Croatia courts and provide IP advocacy services in Croatia as well as IP legal consultancy services throughout Eastern Europe.

Petosevic SRL

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Romania. In addition, its qualified lawyers have rights of appearance before the Romania courts and provide IP advocacy services in Romania as well as IP legal consultancy services throughout Eastern Europe.

Petosevic Kft

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Hungary. In addition, its qualified lawyers have rights of appearance before the Hungary courts and provide IP advocacy services in Hungary as well as IP legal consultancy services throughout Eastern Europe.

SDP Kosove LLC

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Kosovo. In addition, its qualified lawyers have rights of appearance before the Kosovo courts and provide IP advocacy services in Kosovo as well as IP legal consultancy services throughout Eastern Europe.

Petosevic EOOD

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Bulgaria. In addition, its qualified lawyers have rights of appearance before the Bulgaria courts and provide IP advocacy services in Bulgaria as well as IP legal consultancy services throughout Eastern Europe.

Petosevic shpk

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Albania. In addition, its qualified lawyers have rights of appearance before the Albania courts and provide IP advocacy services in Albania as well as IP legal consultancy services throughout Eastern Europe.

Petosevic Dooel Skopje

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in North Macedonia. In addition, its qualified lawyers have rights of appearance before the North Macedonia courts and provide IP advocacy services in North Macedonia as well as IP legal consultancy services throughout Eastern Europe.

Petosevic DOO BEOGRAD

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Serbia. In addition, its qualified lawyers have rights of appearance before the Serbia courts and provide IP advocacy services in Serbia as well as IP legal consultancy services throughout Eastern Europe.

Petosevic MChJ

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Uzbekistan. In addition, its qualified lawyers have rights of appearance before the Uzbekistan courts and provide IP advocacy services in Uzbekistan as well as IP legal consultancy services throughout Central Asia.

Petosevic LLP

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Kazakhstan. In addition, its qualified lawyers have rights of appearance before the Kazakhstan courts and provide IP advocacy services in Kazakhstan as well as IP legal consultancy services throughout Central Asia.

Petosevic MMC

subsidiary of Petosevic Group SARL that provides IP agency and IP investigation services in Azerbaijan. In addition, its qualified lawyers provide IP legal consultancy services throughout Central Asia.

Middle East

CWB MENA Holdings FZ-LLC

subsidiary of CWB Group Holdings Ltd. that holds the shares of the CWB Firms operating in the Middle East and North Africa region.

Cedar White Bradley IP LLC

subsidiary of CWB MENA Holdings FZ-LLC that provides IP agency and IP investigation services in the United Arab Emirates.

CWB Legal Limited (Mainland Branch of ADGM)

branch of CWB Limited that provides IP legal consultancy services throughout the Middle East and North Africa.

Cedar White Bradley Consulting LLC

subsidiary of CWB MENA Holdings FZ-LLC that provides IP agency and IP investigation services in Qatar.

Cedar White Bradley Consulting WLL

subsidiary of CWB MENA Holdings FZ-LLC that provides IP agency and IP investigation services in Bahrain.

Dr Khaled Al-Yaqout Advocates & Legal Consultants

independent law firm whose IP division operates in association with Cedar White Bradley Consulting SAL (Offshore) and has rights of appearance before the Kuwait courts and provides IP advocacy, IP agency and IP investigation services in Kuwait.

CWB for Commercial Services

subsidiary of CWB MENA Holdings FZ-LLC that provides IP investigation services in Saudi Arabia. In addition, its qualified lawyers have rights of appearance before the Saudi Arabia courts and provide IP advocacy and IP agency services in Saudi Arabia as well as IP legal consultancy services throughout the Middle East and North Africa.

CWB IP Consulting/Lebanon SAL

subsidiary of CWB MENA Holdings FZ-LLC that provides IP agency and IP investigation services in Lebanon. In addition, its qualified lawyers have rights of appearance before the Lebanon courts and provide IP advocacy services in Lebanon as well as IP legal consultancy services throughout the Middle East and North Africa.

Cedar White Bradley Consulting/Jordan Ltd

subsidiary of CWB MENA Holdings FZ-LLC that provides IP agency and IP investigation services in Jordan. In addition, its qualified lawyers have rights of appearance before the Jordan courts and provide IP advocacy services in Jordan as well as IP legal consultancy services throughout the Middle East and North Africa.

Cedar White Bradley Consulting SAL (Offshore)

subsidiary of CWB MENA Holdings FZ-LLC that provides IP advocacy, IP agency, and IP investigation services through a network of agents in Afghanistan, Algeria, Iran, Iraq, Kurdistan, Libya, Morocco, Oman, Pakistan, Palestine (Gaza and the West Bank), Sudan, Syria, Tunisia, and Yemen. In addition, its qualified lawyers provide IP legal consultancy services throughout the Middle East and North Africa.