

# UK REGULATORY NOTICES FOR CLIENTS

## Hoffmann Eitle

### 1. Introduction

Thank you for instructing or considering Hoffmann Eitle Patent- und Rechtsanwälte PartmbB (the “Firm”, “we” or “us”) in connection with your matter.

The purpose of these notices is to inform you of the Firm’s UK regulatory status and the regulatory protections which apply to our clients when instructing us in respect of matters handled by the Firm’s UK registered Patent Attorneys and Trade Mark Attorneys.

These notices are supplemental to any and all retainer letters, engagement terms, data privacy notices, service level agreements, outside counsel guidelines and terms of business (whether yours or your affiliates or those of the Firm or our affiliates).

The contents of these notices do not form part of any contractual relationship that you may already have with the Firm or any of its affiliates, nor do they give rise to such a relationship.

### 2. Our regulatory status

The Firm is a *Partnerschaftsgesellschaft mit beschränkter Berufshaftung*, a German partnership with limited professional liability. The Firm operates the London office of Hoffmann Eitle.

The Firm’s UK registered Patent and Trade Mark Attorneys are registered with, and regulated by, the Intellectual Property Regulation Board (“IPReg”), and adhere to its Overarching Principles and Code of Conduct, which are set out in the IPReg Core Regulatory Framework. This Framework applies to all UK registered Patent Attorneys and Trade Mark Attorneys.

In respect of matters before the European Patent Office, the Firm is subject to the Code of Conduct of the Institute of Professional Representatives before the European Patent Office. For certain matters handled by the Firm’s offices in Germany, the Rules of Conduct of the German Patentanwaltskammer and the Rules of the German Rechtsanwaltskammer will apply.

### 3. Professional indemnity insurance

The Firm maintains professional indemnity insurance in accordance with the rules of IPReg with European coverage supplemented by worldwide coverage for the activities which we carry out in the normal course of our business in Europe.

The contact details of our insurers are Allianz Versicherungs-Aktiengesellschaft, 10900 Berlin, Germany. Further details can be supplied upon request.

### 4. Our affiliates

The Firm is affiliated with other legal entities trading under the “Hoffmann Eitle” name (“Affiliates”), which operate our offices in Milan, Amsterdam, Barcelona and Madrid. The Firm’s attorneys or other staff may recommend one or more of our Affiliates where they consider it necessary to assist with your matter. Where you receive services from an Affiliate, these will not be subject to the regulatory protections conferred by IPReg and may not have the same professional indemnity insurance cover.

### 5. Referrals and introductions

The specific international nature of much IP work necessitates close collaboration and relationships with overseas lawyers and other agents. We do not normally receive financial benefits from such relationships or arrangements, but if we do, we will endeavour to inform you promptly. Irrespective of any recommendation we might make, you are free to choose another lawyer or agent if you wish to.

We may make payments on your behalf in foreign currencies. We charge a fee for foreign currency payments (which fee is 6 per cent or another rate as we may from time to time determine), to cover conversion costs and to take account of the risk of exchange rate movements.

We do not accept responsibility for the work of any local patent or trade mark attorney where we have in good faith engaged them directly to carry out work on your matters.

## **6. Fees and billing**

Save as otherwise agreed, our charges are based on the time we spend on the matter and the standard hourly rate for the person in question. Certain tasks are subject to standard fixed charges. If requested to do so, and whenever reasonably possible, we will try to give an estimate of the charges which will be incurred. We also charge for expenses ('disbursements') incurred by us on your behalf.

If applicable, we will add value added tax ("VAT") to our charges at the rate applicable from time to time. All charges and hourly rates quoted are exclusive of VAT. We are registered for VAT in the United Kingdom under VAT number GB 449639011.

## **7. Payment on account and client guarantees**

Money which we receive on account in respect of our charges and disbursements (other than disbursements which we have already incurred) for a matter handled by our London office will be held on trust in an account which is separate from our professional business accounts ("**Client Account**"). The Client Account of the London office is held at HSBC UK Bank Plc. We will not pay interest on any money held in a Client Account.

Holding client money in a separate Client Account means it is ringfenced from our "office accounts" which are used for our day-to-day operations. Under the relevant IPReg rules we are required to have appropriate insurance in place to cover any risks to client money, including client money being misplaced through error, fraud or a cybercrime attack.

## **8. Confidentiality**

We will keep your information confidential, unless you consent to the disclosure of that information, or disclosure of the information is required or permitted by law or regulatory requirements that apply to us, or the disclosure is a natural consequence of our instruction (as is the case when patent applications are published), or where your engagement letter or terms of business state otherwise.

## **9. UK complaints procedure**

We hope that you will never have cause to complain about our work and associated fees, but if you are dissatisfied with the way in which any aspect of your work is being or has been handled by our UK attorneys or the London office of the Firm, then you have the right to complain. To do so, you should contact the person with whom you have been dealing in the first instance by email or telephone.

If the matter cannot be resolved in this way, then please contact the Firm's nominated UK Complaints Partner, David Sproston, by email at dsproston@hoffmanneitle.com or telephone on +44 (0)20 7427 0200. If your complaint relates to the Complaints Partner, we would be happy to nominate a suitable Partner who was not involved in the subject matter of the complaint or in handling the complaint to date. A copy of the Firm's written complaints procedure, which contains further details about your right to complain, is available on request. We handle all client complaints free of charge.

We will aim to resolve the complaint to your satisfaction within eight weeks. In the event that we are unable to resolve your complaint after our complaints procedure has been exhausted, you may be able to refer the matter to the Legal Ombudsman in the UK. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton, WV1 9WJ, United Kingdom or at enquiries@legalombudsman.org.uk or via telephone on +44 121 245 3050. You must take your complaint to the Legal Ombudsman: (a) within six months of receiving our final response to your complaint; and (b) no more than one year from the date of the act or omission being complained about or no more than one year from the date when you should reasonably have known there was cause for complaint.

## **10. Data protection**

Our use of the information you provide (including personal information relating to individuals representing corporate clients) is subject to your instructions, the UK General Data Protection Regulation, the EU General Data Protection Regulation, other relevant UK and EU legislation such as the UK Data Protection Act 2018 and our professional duty of confidentiality to you.

We may disclose your information to a credit reference agency, which may keep a record of the information.

We may record telephone and videoconference calls and monitor emails for training, regulatory and/or compliance purposes or to enable us to carry out the services we provide to you.