



Synergy IP Pte Ltd

Patent, Trade Mark & Registered Design Agents

BUSINESS TERMS

Synergy IP Pte Ltd (Synergy IP) is a private limited company incorporated under the Companies Act (CAP. 50) of Singapore with Company Registration No. 201132055M.

Definition:

“We”, “our” and “us” refers to Synergy IP Pte Ltd or its authorized personnel.

“You” or “our client” refers to the person, firm, body or company who instructs and purchases Services from Synergy IP Pte Ltd.

“Services” refers to the work Synergy IP Pte Ltd has conducted or performed based on instructions provided by our client to act on their behalf on intellectual property matters.

Business relationship and instructions

1. All staff of Synergy IP has endeavored to uphold our professionalism to practice competently and conscientiously. We observe the relevant laws and will not undertake any engagement that conflicts with any statutory and ethical regulations.
2. Synergy IP shall assume that the person (including an individual, firm or company) providing us with the initial instructions in relation to a matter will be our client and responsible for settlement of all our invoices and for reimbursement of all our costs and expenses incurred in carrying out their instructions.
3. We will accept our client’s written instruction if our client wishes us to render invoices to and accept payment from another entity or third party, however, responsibility for making such payment remains with our client.
4. In the case of joint applicants or proprietors, all applicants/proprietors have joint and several responsibilities for payment of our charges and costs though Synergy IP may address the bill to the first name applicant unless a specific written instruction to the contrary is provided prior to service render.
5. Synergy IP will act according to client’s instruction and hence we are highly dependent on you to provide us timely, complete and accurate information and instructions. In situation of emergency we may act upon oral instruction but we will still require all oral instructions to be followed-up in writing to avoid any misunderstandings.
6. Synergy IP accepts no liability and responsibility if our client does not provide instructions that are clear, complete and timely enough to allow us to act within official time limits or deadline. In situation where we receive late instructions from you or late payment to us, we may not be able to implement your instructions in time. Synergy IP accepts no liability for any loss which may then arise. We will endeavor to inform you of time limits and of actions or instructions that are required, but we do not undertake to issue reminders. Under certain



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- circumstances where Synergy IP sends reminder as value added service, such value added service does not imply any acceptance of responsibility by Synergy IP.
7. Synergy IP is entitled to rely upon all the information and instructions given to us your authorized agent, solicitor or adviser unless we receive your written signed instructions to advise us otherwise.
 8. Synergy IP may need to instruct third parties (E.g. Foreign Intellectual Property Agents/Attorney) to act on your behalf. Such third parties are not part of Synergy IP and we may either instruct them directly to act on your behalf. While we will exercise our utmost professionalism to select third parties whose performance and expertise we regard as of good quality and creditability, we will not be liable for any losses, liabilities, costs or expenses arising as a result of any default or negligence on the part of any such third parties. You shall agree to bear the total cost of work conducted by such third parties and official fee paid to authority for filing.
 9. Synergy IP may conduct any searches requested by you. Some of such requests may be carried out Intellectual Offices of various countries or by an independent specialist searching firm or by foreign Patent Attorney/firms assigned by us on your behalf. While we will exercise our care and due diligences in providing advice on the reporting search results, Synergy IP will not be liable for any losses, liabilities, costs or expenses arising as a result of any search comprehensiveness or accuracy. As there are limitations and we have no control over such databases, Synergy IP will not be able to guarantee no errors in classifications, indices, computer databases and official records.

Communication

10. It is the responsibility of our client to inform us promptly of any change of contact information such as address, telephone, fax numbers and of any change of ownership of your relevant Intellectual Property rights. As the duration of timeframe for obtaining patents, trademarks and design rights can take many years, contact information changes will have to be officially registered with the relevant Intellectual Property Offices of country registered. Please provide sufficient lead time as the update of information may take a few weeks.
11. Synergy IP will generally communicate with our client via email by default unless our client advises otherwise. In this era of cloud, mobility and a rapidly proliferating cybercrime industry, no controls can guarantee complete security and protection. Synergy IP will exercise its due diligence to ensure all online communications and transmission are protected with cyber security measures and data are kept confidential. However, Synergy IP accepts no liability for failure or delayed delivery in email or any corruption in the information communicated to you or its disclosure to other parties as a result of the interception of such communication due to cybersecurity attack.
12. All notices and forms of written communication between you and us during the subsistence of the contract for the Services shall either be on paper delivered



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by post or sent by electronic means of message transmission. If such notices and communications are sent by electronic means, then they shall be deemed to have been received at the time of transmission by us. In the event of a difference between the time of receipt and the time of transmission recorded on our equipment, the time specified by our equipment will be deemed the time of transmission.

13. Synergy IP reserves the right to destroy our correspondence files, draft documents and other papers which are more than five (5) years old. Unless specific instructions provided on contrary instructions, we will assume that our client does not object to such arrangement.

Billing and Payment

14. Our profession fees are principally based on the amount of time spent on the matter and the hourly rate may be dependent on the seniority and experience of the professional staff providing the service. Other factors may include the degree of urgency, complexity or specialized subject knowledge to service the case.
15. Where possible, Synergy IP will aim to be transparent in our charges. Based on the knowledge of the scope of work existing at that point of time, we will provide an estimated cost before commencement of work. As these are mere estimates, the actual billing amount may vary according to actual time spent. Synergy IP will endeavor to seek your agreement before exceeding our estimated charges.
16. Our client will be responsible for any relevant expenses incurred by us during the course of work. These expenditures may include but not limiting to Intellectual Property Office Official fees, drawing fees, translation fee, expert fees, Counsel's fees, Court fees, or other foreign Intellectual Property agents (including any foreign lawyers), photocopying costs, couriers, travel and meeting expenses and certain telephone and fax charges. Third party charges such as foreign Intellectual Property Agents charges and official fees are not within Synergy IP's control; the charges may also vary with exchange rate fluctuations as our billings are normally in SGD.
17. Synergy IP is a Goods and Services Tax (GST) registered trader. We will charge GST on billable services to our clients in Singapore based on the guidelines as stipulated in Singapore Goods and Services Tax Act.
18. The agreed terms of payment will normally be indicated on each invoice. Unless written agreement or arrangement has been obtained upfront with Synergy IP, any outstanding sum shall become due and payable immediately and, without prejudice to any other right or remedy available to us. We shall be entitled to:
 - (a) cancel or suspend our performance of the Services until payment or payment arrangements have been made;
 - (b) charge you interest calculated based on prime lending rate of Singapore Oversea-Chinese Banking Corporation Limited (OCBC Bank) on a daily basis on all overdue amounts until payment is made in full;



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- (c) charge the cost of issuing proceedings or otherwise pursuing a debt recovery procedure; and
- (d) a first and paramount lien on all materials, inventions and documents in our possession until all unpaid invoices are fully settled.

Delivery and termination of services

- 19. Our services will be considered fully delivered once we completed the job/work you have instructed us to do. Synergy IP will normally inform you via email about the complete delivery of services.
- 20. Our client may notify Synergy IP in writing about their intention of terminating of using our service. In situation where our client terminates prematurely on a service that has commenced but still in progress, Synergy IP will terminate the service but will bill the portion of work that has already been performed.
- 21. Synergy IP reserve the right to terminate the service and/or not continue with further service under one of the following situations:
 - (a) your invoice remains unpaid for a protracted period;
 - (b) conflict of interest or it is not in both parties' best interests for Synergy IP to continue with the service;

Confidential Information

- 22. All information and documents entrusted to us during the course of providing our services will be kept confidential unless disclosure is required by law or regulation, or in other exceptional circumstances. We suggest that you restrict the release of information to us on a "need to know basis" We will, at best effort, maintain strict control over information yet to be published in public domain.

Governing Law and Jurisdiction

- 23. Singapore law shall apply to the construction and interpretation of our contract with you and the Singapore courts shall have exclusive jurisdiction to resolve any disputes arising under it.