

# Standard Terms of Business

## Murgitroyd & Company Limited (UK)

**Murgitroyd & Company Limited** (“Murgitroyd”) is a Patent and Trade Mark Attorney practice. The following are its standard terms of business upon which it will carry out all professional work on your behalf. These provisions are designed to assist it in providing you with an efficient and effective service and will form the basis of the ongoing relationship. They are based on recommended terms provided by The Chartered Institute of Patent Attorneys.

## 1. The Basis of Murgitroyd’s Business Relationship with You

- 1.1 These Terms shall apply to all matters in respect of which Murgitroyd accepts instructions from you to perform professional services (“the Services”). By sending Murgitroyd instructions and/or by sending it further instructions and/or by allowing it to start performing the Services you shall be deemed to request that it performs Services for you on the basis of these Terms. If Murgitroyd agrees to perform any such Services then there shall be a contract between us, and the contract will be governed by these Terms. Murgitroyd shall not, however, be obliged to accept any such instructions. Each matter in respect of which Murgitroyd performs the Services may at its option be treated as a separate contract between you and it.
- 1.2 Any change to these Terms which may be agreed between you and Murgitroyd must be confirmed in writing by it to you in order to be effective. Any decision by Murgitroyd not to enforce any of these Terms shall not prejudice its rights under these Terms at any time. Subject to these Terms Murgitroyd will always proceed on the basis that its overriding duty to you is to do whatever it considers is necessary to properly protect and preserve your rights.
- 1.3 Subject to any variation in accordance with these Terms, every contract between you and Murgitroyd will be subject to these Terms to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).
- 1.4 In these Terms, the “Company”, and “it” means Murgitroyd & Company Limited or any other business which is owned in whole or in part by Murgitroyd and controlled by it, such business being identified in correspondence between the parties. “You” are Murgitroyd’s client, being the person, firm, body or company who instructs Murgitroyd and purchases Services from it.

## 2. Murgitroyd’s Obligations

- 2.1 All of the qualified staff are members of one or all of The Chartered Institute of Patent Attorneys, the European Patent Institute (which is the Institute of Professional Representatives before the European Patent Office), the Institute of Trade Mark Attorneys and/or corresponding Professional bodies in the countries in which it has representation rights, and must comply with the respective codes of professional conduct issued by those bodies. Murgitroyd is regulated by the Intellectual Property Regulation Board (IPReg) in the UK. Details of the UK professional rules can be found on the IPReg website at [www.ipreg.org.uk](http://www.ipreg.org.uk).

2.2 It is Murgitroyd's responsibility to: (a) practise competently, conscientiously and objectively, put your interests foremost while observing the law and Murgitroyd's duty to any court or tribunal; and (b) avoid conflicts of interest. However, you should note that, due to the size and breadth of Murgitroyd's practice, it does act for competitors.

### 3. Instructions

#### 3.1 *Identity of the client*

- (a) It is important that Murgitroyd is able to identify who is formally its client. Murgitroyd shall be entitled to assume, unless it agrees otherwise in writing, that the person (including an individual, firm or company) providing it with the initial instructions in relation to a matter is its client (e.g. if Murgitroyd accepts instructions from lawyers, patent attorneys or agents (whether in the UK or abroad) they, and not the persons for whom they act, will be Murgitroyd's client and responsible for settlement of all Murgitroyd's invoices and for reimbursement of all its costs and expenses incurred in carrying out its instructions).
- (b) If you wish Murgitroyd to render invoices to and accept payment from another entity (for example, another company in the same group) then Murgitroyd shall be pleased to do this; however, responsibility for making such payment remains with you.
- (c) In the case of joint applicants or proprietors Murgitroyd will (in the absence of specific written instructions to the contrary) report to and accept instructions from the first named applicant or proprietor only. Nevertheless, all applicants/proprietors have joint and several responsibilities for payment of Murgitroyd's charges and costs.

#### 3.2 (a) *New clients and start-up companies*

Murgitroyd welcome the opportunity to work with new clients and start-up companies. For all new clients, Murgitroyd's policy is to seek adequate funds on account in advance of carrying out any work. In addition, for newly formed limited companies, Murgitroyd expects the directors to be personally responsible for its reasonable charges and costs incurred in accordance with instructions made on behalf of the company.

- (b) *Money Laundering*  
In order to comply with the United Kingdom's Money Laundering Regulations 2007 and parallel legislation in many other countries, it is necessary for Murgitroyd to undertake certain investigations into new clients and to report to the relevant authorities any activities deemed suspicious. By instructing Murgitroyd, you agree that it is bound by this legislation and that you will make no claim against it and will hold it harmless for any loss or damage which results from its compliance with those regulations or any actions resulting therefrom.

### 3.3 *Timing and form of instructions*

- (a) Murgitroyd rely on clients to give it timely, complete and accurate information and instructions. Misunderstandings can occur with oral instructions; although Murgitroyd will normally act on oral instructions in an emergency, Murgitroyd require all oral instructions to be confirmed in writing.
- (b) Patent offices often impose time limits and failure to meet these limits can be fatal to the rights concerned. Murgitroyd accept no liability if you do not provide instructions that are clear, complete and early enough to allow it to act within official time limits. Murgitroyd will endeavour to inform you of time limits and of actions or instructions that are required, but Murgitroyd do not undertake to give reminders.
- (c) If Murgitroyd receive late instructions from you, Murgitroyd may not be able to implement your instructions in time and Murgitroyd shall have no liability for any loss which may then arise. In the event of late instructions or late payments to it, urgency charges may be incurred by it which Murgitroyd shall pass on to you.
- (d) You agree that if Murgitroyd act on the instructions of your authorised agent, solicitor or other adviser, then Murgitroyd are entitled to rely upon all the information and instructions given to it by that person until Murgitroyd receive your written signed instructions to the contrary.

### 3.4 *Overriding instructions not to let rights lapse*

Murgitroyd shall assume that its overriding instructions are not to let your rights lapse without specific instructions so to do. There may be occasions when a third party instructed by it on your behalf has to take urgent action thought to be in your best interests without recourse to it or to you. Such action will be within the terms of the above overriding instructions.

### 3.5 *Updating information*

It is important that you inform Murgitroyd promptly of any change of address, telephone and fax numbers and of any change of ownership of your patent or other relevant Intellectual Property rights. Many such changes have to be officially registered. Please remember that the obtaining of patents, trade marks and design rights can take many years. No responsibility can be accepted for any loss of rights in any case where you have failed to inform Murgitroyd of such changes.

### 3.6 *Electronic Communications*

- (a) Murgitroyd will normally communicate with you by mail or fax; however, Murgitroyd may communicate with you by e-mail either in response to electronic communication from you or with your prior agreement. Given that e-mails sent over the Internet may lack security and jeopardise confidentiality, Murgitroyd can accept no liability for non-receipt or late receipt by you of such communications or for any corruption in the information communicated to you or its disclosure to other parties as a result of the interception of such communication.

- (b) Although Murgitroyd regularly carry out virus checks, Murgitroyd advise you to carry out your own virus checks on any communications (whether in the form of computer disc, e-mail, Internet or otherwise). Murgitroyd accept no liability (including negligence) for any viruses that may enter your system or data by these or any other means.

#### **4. Instruction of Third Parties to Act on Your Behalf**

- 4.1 As part of carrying out your instructions, it may be necessary for Murgitroyd to instruct third parties (e.g. foreign lawyers, patent attorneys or trade mark attorneys) to act on your behalf. Murgitroyd may either instruct such third parties directly on your behalf, or require you to sign a power of attorney or similar appointment to engage such third party directly.
- 4.2 Such third parties are not part of this Company. Whilst Murgitroyd shall endeavour to select third parties whose performance and expertise Murgitroyd regard as being of good quality, Murgitroyd will not (as far as permissible by law) 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.

#### **5. Authority**

For such period as you instruct Murgitroyd to carry out work on your behalf, you hereby agree to give Murgitroyd express authority to complete and sign in your name such forms or other documents as are necessary or desirable to carry out your instructions. You agree to indemnify it in respect of all costs, claims, demands and expenses that may result from the exercise of that authority.

#### **6. Professional Fees**

##### **6.1 Murgitroyd's Charges**

- (a) Murgitroyd's charges are principally based on the amount of Murgitroyd's professional time spent on the matter, although other factors may also be taken into account. Such factors may include (but are not limited to) the size and complexity of the matter and the degree of urgency involved. Murgitroyd reserve the right to adjust Murgitroyd's standard charges if highly specialised knowledge is required, or if the matter is complex and/or urgent. Fixed charges may be assigned to specific tasks (e.g. filing a patent application).
- (b) All actions and attention by it in providing the Services are chargeable, including (for example) both incoming and outgoing telephone calls, travelling, the sending of reminders and reporting to you on communications which Murgitroyd may receive from Murgitroyd's foreign associates and other specialist providers, as well as in acting for you generally.
- (c) Murgitroyd's hourly rates are primarily based on the seniority and experience of the professional staff involved. These rates are reviewed periodically. Murgitroyd's

charges are calculated at the rates which are current when the work is carried out. Details of those rates are available on request.

## 6.2 *Payment of Expenses*

- (a) You will be responsible for any expenses incurred by Murgitroyd on your behalf. These expenses may include (but are not limited by) Patent Office fees, Counsel's fees, Court fees, the costs of any experts or other agents (including any foreign lawyers), photocopying costs, couriers, travel and meeting expenses and certain telephone and fax charges.
- (b) Whilst Murgitroyd's fixed charges and hourly rates are predictable, you should appreciate that local representatives' charges and official fees are outside Murgitroyd's control since they may be changed without notice and in the case of foreign matters vary with exchange rate fluctuations. Furthermore, all disbursements will be marked up in accordance with Murgitroyd's markup policy.
- (c) If Murgitroyd instruct specialist providers on your behalf in connection with the Services, you agree Murgitroyd shall be entitled to make an additional charge to cover Murgitroyd's related administration costs and any ancillary professional input by it. Details of such charges will be provided upon request.
- (d) Where Murgitroyd incur charges in foreign currencies (i.e. not pounds sterling) or where Murgitroyd agree to bill you in a foreign currency, Murgitroyd will apply an exchange conversion rate which is based on the spot rate at the time of billing but which includes a margin to cover Murgitroyd's conversion costs and currency risk.

## 6.3 *Value Added Tax*

VAT is payable by clients in the UK both on Murgitroyd's fees and on most of the expenses which Murgitroyd are likely to incur on your behalf.

## 6.4 *Estimates*

- (a) If requested, where possible Murgitroyd will give estimates of future charges. They will be given in good faith based on knowledge existing at the time, but they are not binding unless Murgitroyd expressly agree otherwise, as charges may be affected by matters beyond Murgitroyd's control and the amount of work involved often cannot be accurately forecast.
- (b) If during the course of carrying out the work it becomes apparent that Murgitroyd's actual charges are likely to significantly exceed an estimate, Murgitroyd will endeavour to seek your permission before exceeding the estimated charges.

## 7. **Payment**

- 7.1 Murgitroyd shall not be obliged to grant you any credit and Murgitroyd may require you to make regular payments in advance and on account of Murgitroyd's fees and anticipated disbursements for the provision of the Services. If Murgitroyd do grant you credit facilities then you agree that Murgitroyd shall be entitled to do so upon such reasonable terms as Murgitroyd deem appropriate, and Murgitroyd reserve the right to terminate with immediate effect any credit facilities at any time and without prior notice.

- 7.2 Murgitroyd shall be entitled to send you invoices for fees and disbursements (whether incurred or to be incurred) and for any value added tax or other tax payable thereon at regular and appropriate intervals as Murgitroyd deem fit and on an interim basis. You agree to pay such invoices by no later than thirty days after they are issued (“the due date”) and free from any deductions, set-offs, withholding, discount, or abatement. Time for payment of Murgitroyd’s invoices is of the essence.
- 7.3 If any sum due from you to Murgitroyd is not paid on or before the due date for payment then all sums then owing by you to Murgitroyd shall become due and payable immediately and, without prejudice to any other right or remedy available to it, Murgitroyd shall be entitled to:
- (a) Cancel or suspend Murgitroyd’s performance of the Services until arrangements as to payment or credit have been established which are satisfactory to it;
  - (b) Charge you:
  - (c) Interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of eight percent (8%) per annum above the base lending rate of The Clydesdale Bank Plc prevailing from time to time until payment is made in full; and
  - (d) The cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.
  - (e) In respect of all invoiced fees and disbursements which remain unpaid as well as work done and disbursements incurred but not yet invoiced, have a first and paramount lien on all materials, inventions and documents in Murgitroyd’s possession, power or custody relating to any matter touching or concerning the contract for the Services.

## 8. Filing

### 8.1 *Checking Files Transferred to Murgitroyd*

When files are transferred to it from other firms or organisations, they are usually accompanied by records of key data. Murgitroyd recommend that Murgitroyd check such information against the contents of the files and/or from public records. Murgitroyd will levy a reasonable charge for such checking. If you do not wish to instruct it to carry out such checks, Murgitroyd will have no liability for any errors contained in the files as they were received or for any losses incurred as a result of the errors contained in the files.

## 8.2 *Ownership of Files*

Murgitroyd's files remain Murgitroyd's property at all times, in accordance with recommended practice. However, if you want to transfer your work to other professional advisers, Murgitroyd will usually release the files once all outstanding charges have been paid and on receiving an undertaking that is satisfactory to it that Murgitroyd will be given free access to the files, if required. Murgitroyd will make reasonable charges for the time involved in creating schedules (if required) and in checking and preparing the files for transfer. If no such undertaking is received, Murgitroyd will copy the file at your expense and release the copy file when all Murgitroyd's charges have been paid.

## 8.3 *Original Papers and Other Materials*

If you send Murgitroyd papers, samples or other materials, please tell it at the same time if you require them to be returned. Otherwise, Murgitroyd will incorporate them into its files.

## 8.4 *Destruction of Files*

Murgitroyd may destroy its correspondence files, draft documents and other papers which are more than 6 years old in accordance with our data retention policy which is available on request.

## 9. **Confidential Information**

9.1 While acting for you, Murgitroyd shall gather information and documents which relate to you. Murgitroyd shall keep such information and documentation confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances.

9.2 In general, Murgitroyd recommend that you restrict the release of, and maintain strict control over, any information not already in the public domain connected with instructions Murgitroyd receive. Murgitroyd would be happy to advise on the desirability of releasing confidential information to the public in specific cases.

## 10. **Data Protection**

10.1 In these Terms, "Data Protection Legislation" means the General Data Protection Regulation (EU) 2016/679 and any national implementing legislation. Murgitroyd are required to comply with Data Protection Legislation wherever Murgitroyd obtains or uses any personal data (as defined in the Data Protection Legislation) relating to you, your employees or third parties ("Personal Data"). For further information about how Murgitroyd uses your personal information please see our privacy notice available from our website.

10.2 Murgitroyd will retain and process your Personal Data to provide the Services to you, to keep Murgitroyd's files and records up to date and to meet Murgitroyd's legal and regulatory requirements.

- 10.3 Murgitroyd may also use your personal data to send you information about Murgitroyd's products and services which may include sending updates and seminar invitations and to contact you from time to time with newsletters and other information about intellectual property matters. If you do not wish it to use your personal data in this way, please notify Murgitroyd in writing.
- 10.4 Murgitroyd may be required to share your Personal Data with third parties (such as foreign attorneys, payroll bureaus, pension providers and statutory and/or legal bodies where it will be necessary to pass details of you to assist and process actions on your behalf), and Murgitroyd will only do so where necessary.
- 10.5 Murgitroyd shall handle your Personal Data in accordance with our obligations as a data controller and in accordance with the provisions and requirements of the Data Protection Legislation and our data protection policy, a copy of which is available on request.
- 10.6 You have the right to request a copy of the Personal Data that Murgitroyd holds on you at any time. Please email your request to [gordon.stark@murgitroyd.com](mailto:gordon.stark@murgitroyd.com). You may also request that Murgitroyd updates, corrects or deletes your Personal Data. In the event that you are unhappy with Murgitroyd's response, you have the right to complain to the Information Commission's Office. See their website on how to do this <https://ico.org.uk/>.
- 10.7 You may receive requests from a third party under the GDPR (and under any other legislation) for information which Murgitroyd holds on your behalf. If you request Murgitroyd's assistance in responding to any such information request, Murgitroyd's fees for providing this service, and any advice in connection with such information request, will be charged on the same basis as all other services Murgitroyd offers to you.

## 11. Searches

Any searches you request may be carried out by It, by Patent Offices or by an independent specialist searching firm. Due to the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. Murgitroyd will endeavour to point out any particular limitations when reporting search results and may recommend extending the search.

## 12. Indemnity for Threat of Infringement Proceedings

Before Murgitroyd send any warning on behalf of a client to a third party, Murgitroyd may ask the client to indemnify it against the risks of Murgitroyd's being sued for making an unjustified threat of infringement proceedings. The aim of this request is to maintain Murgitroyd's objectivity in contentious matters which would diminish if Murgitroyd were to become a party to any proceedings. Murgitroyd may refuse to act for clients who do not provide the requested indemnity.

### 13. Notices and Forms of Written Communication Between You and It

All notices and forms of written communication between you and Murgitroyd during the subsistence of the contract for the Services shall either be on paper delivered by hand, or sent by pre-paid first class post or sent by electronic means of message transmission which is capable of producing hard-copy read-out with confirmation of successful transmission (such as facsimile transmission). If such notices and communications are sent by electronic means, then they shall be deemed to have been received at the time of receipt by Murgitroyd of the transmission if transmitted during Murgitroyd's normal business hours (9.30am – 5.00pm UK time) but if they are not transmitted during those hours, then at 10.00am on the next working day following the day of transmission, and in the event of a difference between the time of dispatch and the time of receipt recorded on Murgitroyd's receiving equipment, the time specified by Murgitroyd's receiving equipment will be deemed the time of transmission.

### 14. Privilege

- 14.1 In general, communications between a UK Patent Attorney and his client are privileged under Section 280 of the Copyright, Designs and Patents Act 1988; and communications between a UK Trade Mark Attorney and his client are privileged under Section 87 of the Trade Marks Act 1994. This means that others, including the courts, are not entitled to discover the content of such communications where they concern professional advice. Please note that the privileged status of a letter or other document can be lost if it, or its contents, are disseminated to persons other than the addressee of the document.
- 14.2 In rare circumstances the courts may rule that such privilege is lost or does not apply. In that event Murgitroyd accept no liability in respect of any loss whatsoever incurred by you or any other party as a direct or indirect consequence of the loss or absence of privilege.

### 15. Conflicts of Interest

- 15.1 Because of the nature of Murgitroyd's profession and Murgitroyd's professional business, it is not uncommon for patent and trade mark attorneys to be acting at any one time for two or more clients who are commercial competitors. Murgitroyd will not knowingly act for or against another client in a matter involving an active dispute with you without your written approval and the written approval of the other client, but you agree that Murgitroyd will not be prevented from acting for any of your competitors merely because they are competitors.
- 15.2 Appropriate procedures and arrangements exist to ensure that advice and opinions you receive are wholly independent of and do not make any use of knowledge or information confidential to any third party and Murgitroyd will not make use of any information confidential to you to the advantage of any third party.

## 16. Complaints

Murgitroyd value good relationships with its clients. However, Murgitroyd accept that from time to time, difficulties and misunderstandings do arise. If you have any problems, you should feel free to discuss your concerns with the member of Murgitroyd's professional staff responsible for handling your work. If, after such discussions, you feel that the matter has not been adequately dealt with, or any invoice is unreasonably high for the work involved, you should contact Murgitroyd's Director of Professional Practice. If Murgitroyd cannot resolve the matter, you may refer the matter to the Legal Ombudsman (if the matter relates to a complaint regarding our quality of service) or to the Intellectual Property Regulation Board (IPReg) (if the matter relates to a complaint relating to a breach of the professional code of conduct for registered patent attorneys and trade mark attorneys). Full contact details for the Legal Ombudsman and for IPReg may be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) and [www.ipreg.org.uk](http://www.ipreg.org.uk) respectively.

## 17. Termination

17.1 Murgitroyd will continue to work for you until any of the following events occur:

- (a) Murgitroyd finish the work you have instructed it to do;
- (b) Your invoice remains unpaid for a protracted period;
- (c) Murgitroyd consider that it is not in Murgitroyd's best interests for it to continue to work for you;
- (d) You notify Murgitroyd that you have decided not to use it any longer;
- (e) You (if an individual or a partnership) offer to make any arrangements with or for the benefit of your creditors, or a petition of bankruptcy is presented in relation to you or any of your partners;
- (f) You (if a limited company) are deemed to be unable to pay your debts (within the meaning of Section 123 of the Insolvency Act 1986) or you call a meeting to pass a resolution to wind up the company, or such a resolution is passed, or an administrator or receiver is appointed to all or any part of your business or property; or
- (g) You become involved in similar processes to those in (e) and (f) under non-UK legislation.

17.2 Irrespective of any termination or suspension of the Services in accordance with these Terms, you shall pay it at the contract rate for all Services provided up to and including the date of suspension or termination and the termination of the contract or any contract for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum owing or to become owing to the other.

17.3 You will accept responsibility for making alternative arrangements for compliance with all due dates of action, payment of official fees and the taking of any official steps necessary to preserve your rights in relation to the matters which Murgitroyd have handled for you prior to such termination.

**18. Force Majeure and Exclusion of Murgitroyd's Liability**

18.1 Your relationship is with Murgitroyd & Company Limited who will have exclusive liability for the carrying out the Services and for any negligent act or omission by it in the course of providing those Services. You agree that no individual employee or agent of Murgitroyd & Company Limited will have any personal liability for those Services. You also agree that an employee or agent of Murgitroyd & Company signing in his own name any letter, email or other document in the course of providing Services does not imply he is assuming any personal liability separate to that of the Company. Except for acts of fraud you agree that any claim brought in respect of any matter on which Murgitroyd were instructed will be made against Murgitroyd & Company Limited and not against any individual employee or agent of the Company.

18.2 You agree that Murgitroyd shall have no liability nor shall Murgitroyd be deemed to be in breach of any duties or obligations owed to you if at any time Murgitroyd are prevented, delayed or hindered in complying with such duties and/or obligations by reason of any circumstances beyond Murgitroyd's reasonable control.

18.3 Nothing in these Terms excludes or limits the liability of it for death or personal injury caused by Murgitroyd's negligence, or for fraudulent misrepresentation.

18.4 Murgitroyd shall not be liable to you for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the contract, (including loss of profit or other economic loss) or for any liability incurred by it to any other person for any economic loss, claim for damages or awards howsoever arising from the Services or otherwise.

18.5 Murgitroyd maintains professional insurance cover appropriate to a firm of Murgitroyd's size and standing.

**19. General**

19.1 Nothing in the contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

19.2 If at any time any one or more of the conditions of the contract (or any sub-condition or paragraph or any part of one or more of these Terms) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the contract and the validity and/or enforceability of the remaining provisions of the contract shall not in any way be affected or impaired as a result of that omission.

19.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract with the exception of any other business which is owned wholly or in part by it, and a person who is not a party to the contract (including any employee, officer, agent, representative or sub contractor of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act or otherwise) to enforce any term of the contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this condition. Wholly owned subsidiaries of the Company shall have the right to enforce any term of the contract without such agreement.

19.4 Murgitroyd is committed to carry out business fairly, honestly and openly. As such Murgitroyd has a zero tolerance policy towards bribery. In accordance with the UK Bribery Act, Murgitroyd has in place bribery prevention procedures, controls and sanctions and undertakes regular reviews of persons who perform or will perform services for or on behalf of the Company in order to mitigate the risk of bribery.

## 20. Governing Law and Jurisdiction

Scottish Law shall apply to the construction and interpretation of Murgitroyd's contract with you and the Scottish courts shall have exclusive jurisdiction to resolve any disputes arising under it.