

## AJ Park's Foreign Associate Service Charter



We value your continued service to AJ Park and our clients. This Service Charter outlines our expectations of you when handling cases and other matters on behalf of AJ Park's clients.

To avoid any misunderstandings, please read this Service Charter carefully and ask us if there is anything you do not understand.

### Your engagement and application of this Service Charter

From time to time, we may engage you to provide services as a foreign attorney or agent (**Services**) on behalf of our clients. While we are under no obligation to instruct you, when we do so, we act as an agent of the respective client.

Your acceptance of our instructions or continued correspondence on our cases constitutes acceptance of the terms and conditions set out in this Service Charter, which will apply to all future cases we send you. These terms and conditions override and replace any supplier terms and conditions.

We may update this Service Charter from time to time. The most recent version can be found on our website at [ajpark.com/assets/Resources/AJPark-foreign-associate-service-charter](http://ajpark.com/assets/Resources/AJPark-foreign-associate-service-charter).

### General and billing instructions when handling AJ Park cases

When we engage you to provide Services, we require you to follow the:

- general instructions, and
- billing instructions

set out in [Annexure A](#), along with any other instructions we may reasonably provide from time to time.

### We pay invoices within 90 days

We pay invoices within 60 to 90 days from the date of receipt of a valid invoice.

We are responsible for any bank fees and charges associated with sending payment. Any fees and charges imposed by your bank will be your responsibility.

Payment remittances will be sent to the email address we have for you on our records. Please notify us if you would like us to use a different email address.

### We expect a high standard of service

You must perform the Services with a high standard of care, skill and diligence, ensuring compliance with applicable laws and any reasonable directions provided by AJ Park. Where applicable, you must also ensure that your employees and agents comply with these requirements.

You represent, warrant and covenant that you will devote adequate resources to meet your service obligations to AJ Park and its clients, and will perform the Services:

- with due care, using personnel who possess the necessary skills, experience and qualifications
- in a professional manner
- in accordance with all applicable laws and generally recognised industry standards for similar services.

### Appointing additional local counsel

Please let us know if your firm has hired, or plans to hire, alternative or secondary counsel in your jurisdiction to act on behalf of AJ Park or our clients.

AJ Park expects that all patent, design and trade mark filing and prosecution work we send you will be handled by your firm. We have not authorised additional or secondary counsel to be engaged.

## You agree to comply with human rights and employment standards

You agree to comply with the following human rights and employment standards.

- Ensure that employees and contractors are provided with fair wages and reasonable working hours, in accordance with applicable laws and industry standards.
- Maintain a safe, healthy, and secure working environment for all employees and contractors.
- Foster a workplace culture of respect, inclusion, and non-discrimination.
- Comply with all applicable international human rights laws and ensure that these standards are upheld throughout your operations and supply chains.

## You must comply with modern slavery legislation

You must understand and comply with all applicable modern slavery legislation. Modern slavery (including forced labour, involuntary labour and human trafficking) must not be used in your business or your supply chains. You are responsible for identifying and assessing modern slavery risks within your supply chains and must take appropriate and ongoing measures to prevent, mitigate, and address these risks.

## Reducing environmental impact

You must comply with all applicable environmental laws when conducting business with AJ Park. This includes ensuring you have all relevant environmental permits to operate legally in the jurisdictions in which you conduct business.

## You agree to report any concerns and maintain your own whistleblower procedures

AJ Park has established policies and procedures to support the reporting and resolution of concerns and issues. If you have any concerns regarding AJ Park or any of our suppliers, please contact [suppliers@iphltd.com.au](mailto:suppliers@iphltd.com.au) or use the reporting channels under the [IPH Group Whistleblower Policy](#).

You are expected to establish and maintain your own whistleblower procedures, ensuring that employees and any interested third party can confidentially report concerns of potential illegal, unethical or unsafe business practices without fear of reprisal. Where legally permitted, whistleblowers should have the option to report concerns anonymously.

## You must comply with anti-bribery and corruption laws

You must understand and comply with all applicable anti-bribery and corruption laws and must not engage in any business practices involving bribery, corruption, or improper influence.

You are responsible for identifying and mitigating bribery and corruption risks within your supply chains and must take appropriate measures to address these risks.

In addition, you must retain accurate and complete records of all matters relating to business with AJ Park, including the proper and timely recording of all expenses and payments.

In relation to AJ Park's business, you must comply with the [IPH Group Anti-Bribery Policy](#), which prohibits offering, accepting, or soliciting gifts, money, favours or entertainment which might influence or be seen to influence your business judgement.

## You must comply with sanctions legislation

You must comply with all relevant sanctions legislation when providing the Services.

## Your personal information

We may collect and hold personal information about you. The manner in which we collect, manage, use and disclose personal information is set out in our [Privacy Policy](#), which can be reviewed on our website.

Under the New Zealand Privacy Act 2020, you have the right to see the information about you that we hold. To arrange to see this information, please speak to your AJ Park contact.

## Privacy compliance and data protection

You must comply with all applicable local privacy and data protection laws and related data protection principles where you receive, process, store or transmit personal data on behalf of AJ Park or our clients.

You must implement and maintain appropriate technical, organisational, and security measures to protect personal data against unauthorised access, loss, alteration, or disclosure. These measures must align with recognised industry standards and regulatory requirements.

You must support AJ Park in ensuring compliance with obligations under data protection legislation including but not limited to:

- ensuring data security and confidentiality
- assisting with personal data breach notifications, impact assessments, audits, and assurance processes
- cooperating with AJ Park in responding to requests from competent authorities, regulators or data subjects.

You must promptly advise us of any changes to the way that personal data is used, handled or processed.

## Notification of a data breach

You must notify us in writing promptly and no later than 48 hours of becoming aware of a suspected or actual data or confidentiality breach or security incident affecting AJ Park or any of our clients. You must also provide full cooperation in investigating and mitigating such incidents.

## Confidentiality and safeguarding our and our clients' data

In addition to complying with applicable professional duties of confidentiality and with professional privilege, you must not disclose any information disclosed to you by AJ Park or any of our clients, other than in accordance with our instructions or solely to the extent necessary to perform the Services.

You are required to safeguard the confidentiality and integrity of our data and the data of our clients. You must implement security measures which encompass appropriate resources, technologies, policies and procedures. Upon our request, you must provide us with evidence of such resources and technologies and respond to related queries from AJ Park promptly.

## Conflicts of interest must be notified

We are obliged to protect and promote the interests of our clients to the exclusion of the interests of third parties and ourselves, as set out in the New Zealand Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the Rules), and in accordance with the Code of Conduct for Trans-Tasman Patent and Trade Marks Attorneys 2018. This may result in a situation arising where you, acting as an agent for our client, have a conflict of interest.

You confirm that you have in place appropriate processes and procedures to identify and resolve any conflict of interest in your performing the Services, and you are not aware of any conflict which prevents you acting for AJ Park or its clients.

If a conflict of interest or potential conflict of interest arises, please advise us immediately. This may mean you can no longer act for our client in a particular matter, and we may transfer the matter to another party.

## Termination of engagement

We may terminate our engagement of you at any time for any matter or matters by giving written notice to you. We will pay your fees for work done and for other charges validly incurred up to the time of termination.

The confidentiality, data protection and data breach notification requirements set out in this Service Charter survive termination or expiry of our engagement and remain in effect.

## Our governing law is New Zealand law

We do business under the laws of New Zealand, and our relationship with you is governed by New Zealand law. Legal disputes will be dealt with by the New Zealand courts.

## Original documents

Please mail all signed original documents, or any other official documents that need to be retained as a physical copy, as these belong to our clients.

Please send these documents to the office where the AJ Park instructing attorney is based.

Our office postal addresses are:

AJ Park  
PO Box 949  
Wellington 6140  
New Zealand

AJ Park  
PO Box 565  
Auckland 1140  
New Zealand

## Professional indemnity insurance and limitation of liability

To act for our clients, you must have in place and maintain appropriate levels of professional indemnity insurance. We may require you from time to time to provide us with information about your professional indemnity insurance coverage.

## Let us know when your contact details change

Some Services are provided over many years, and it's important that we know how to contact you over that period. All communication will be sent to the last known address we have on our records, so please make sure you tell us promptly in writing when your contact details change.

## Who we are

AJ Park operates as part of the IPH Limited group. AJ Park is the trading name for two separate companies, AJ Park IP Limited and AJ Park Law Limited, which provide separate services under the AJ Park brand in a collaborative manner.

AJ Park IP Limited is an incorporated patent attorney firm, wholly owned by IPH Limited a public company, and conducts the business of patent and trade mark attorneys.

AJ Park Law Limited is an incorporated law firm, wholly owned by lawyer shareholders, that specialises in intellectual property law and which operates and shares income with AJ Park IP Limited as part of the IPH Limited group.

IPH Limited is the holding company for an international network of intellectual property professional services and adjacent businesses which operate under different brands in a range of jurisdictions (each entity or group of entities operating under a single brand is referred to as a Group Business).

AJ Park and each other Group Business in the IPH Limited group adheres to certain key principles to ensure independence in provision to clients of attorney professional services, appropriate disclosure of group relationships and management of actual or potential conflicts of interest.

For more information on the IPH Limited group, please visit [www.iphltd.com.au](http://www.iphltd.com.au).

For more information on the key principles to which each IPH Group Business adheres with respect to group relationships, including independence and the management of actual or potential conflicts of interest, see our Group Relationships Statement on our website. (Note: AJ Park may, from time to time, engage other IPH Limited Group Businesses as an attorney or agent.)

# Annexure A

## General instructions for managing our cases

- Send all correspondence by email only, except for signed original documents or official documents that need to be retained by us or our client as a physical copy.
- Include AJ Park's case reference on all documents and invoices.
- Send all correspondence from your IP office and request for instructions within a week of your receipt of the official communications.
- Report to us promptly when documents are submitted to authorities in relevant jurisdictions.
- Keep us fully informed of the development or status of all matters you represent.
- Do not incur any costs without our prior written approval.
- Make sure our client's applications are kept in force unless we specifically instruct you to let them lapse. Do all you can to preserve the rights of our clients.
- In the absence of our instructions, please remind us before any deadline.
- Email correspondence may not be delivered or may be caught in spam filters. It is your responsibility to contact us (by telephone if necessary) if you have not received our response to any request for instructions.

- Invoices must be sent by email to **accountspayable@ajpark.com** and please copy the attorney responsible for the case.
- Send invoices separate to other communications.
- Monthly statements and account inquiries must be sent by email to **associate.fees@ajpark.com** only. Please do not send these to the attorney responsible. We will follow up with the attorney responsible if required.
- If an address is required for invoicing purposes, please address all invoices to:

AJ Park IP Limited  
PO Box 949  
Wellington 6140  
New Zealand

## Instructions for billing

- Send us your invoices within 30 days following the calendar month in which you provided Services. A failure to send us your invoices in a timely manner may entitle us to refuse to pay those invoices.
- Our accounts department is paperless. Please do not send hard copies of invoices or statements.
- Invoices must always include the correct AJ Park case reference and only have one case per invoice. This avoids delays when we process your invoice for payment.