

# Tech Insights

## **Conflict of Interest and Client Confidential Information Management Policy Statement**

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## Introduction

TechInsights researches the use of technology in electronics and software by reverse engineering and testing commercial products. Analysis of innovation in commercial devices builds the TechInsights research library and furthers its expertise in manufacturing processes, circuit design, software and hardware implementation, and systems architecture.

TechInsights also investigates the use of patented inventions in the technology revealed by this analysis and advises our Clients on using this evidence to explain the value in their patent portfolio. TechInsights has served the largest patent owners in the world for over 25 years and works with companies around the world looking to manage their patent portfolios more effectively.

Much of the work performed by TechInsights does not create a conflict, as it is either an investigation of technology or patents not directed by a patent assertion, and for purposes such as competitive intelligence, strategic planning, patent strengthening, or patent portfolio management. This includes the TechInsights Research business that provides access to technical data through open market reports purchases or library subscriptions. It also includes research on the patent landscape in a selected technology domain and analysis of a patent portfolio to understand portfolio composition and the relative strength of individual patents

TechInsights engagements investigating the use of patented technology in support of a patent assertion by a patent owner against a third party create the potential for conflicts that will be governed by this policy. TechInsights is not a law firm and will not provide legal opinions or expert testimony, and as such, this conflict policy is not bound by the restrictions imposed on a law firm. TechInsights staff are technologists skilled in the art of technology, who investigate technology and gather evidence based on an objective analysis of the technology found in a given product. Clients and their law firms relying on this evidence in a negotiation or litigation can count on TechInsights to stand by its deliverables and to explain its processes in developing those deliverables as needed (this includes acting as a fact witness in a court of law).

TechInsights engagements may involve the exchange of confidential information with its Clients. This policy addresses the safeguarding of confidential information.

## TechInsights' Promise to Clients

TechInsights undertakes that:

1. The Client Team assigned to a Client is dedicated to the Client's cause
2. Restricted and Client Confidential Information will be restricted to the Client Team Members, and will be secured so that other TechInsights staff do not have access.
3. The Client Team will have assignment restrictions after delivery of any Project covered by the Conflict Policy, or where they have otherwise had access to Client Confidential Information (as defined); they will not work on any assignment where the Client is identified as the Target for a defined period of time.

## Conflict Policy

This policy has been set to avoid conflict of interest in the provision of intellectual property services. There is a wide range of possible Client situations and scenarios, and while the following guideline is designed to avoid substantially all Client conflict situations, TechInsights will maintain a Conflict and Confidentiality Committee to enforce the policy guidelines, consider material projects and make specific determinations in the best interests of TechInsights and the Clients involved.

### Two IP Practices

TechInsights operates two firewalled IP Practices. Each IP Practice will maintain independent restrictions with respect to conflict generating engagements. The firewall between the two IP Practices will protect the confidential information of a Client. Restricted and Client Confidential Information will be protected to ensure it is only available to the management and Client Team Members within the IP Practice supporting the Client.

### Restrictions on an IP Practice

If a TechInsights IP Practice has provided Technical Patent Analysis to company **A** for **A**'s patents against company **B**'s products, that TechInsights IP Practice will NOT provide company **B** with any Technical Patent Analysis of company **B**'s patents against company **A**'s products for a period of two years from the completion of the last Technical Patent Analysis against company **B**'s products.

### Prior Art Cases:

Generally, TechInsights will not provide advice about the validity of a specific patent without the approval of its Conflict Committee.

Clients who are seeking to show the validity/invalidity of patents can access TechInsights expertise in one of two ways:

- 1) They may direct TechInsights to carry out technical analysis on a device without referencing, to TechInsights, the patent that they have an interest in; or
- 2) They may access TechInsights' Prior Art Library of all the past technical analyses of devices that TechInsights has analyzed.

In each case Client will itself need to carry out the work comparing patents to analyzed technology, to achieve their objective.

If Client needs TechInsights to show validity/invalidity, they should contact their representative at TechInsights, to find a way forward.

### Restrictions on Staff Assignments

Client Team Insiders will not be involved in any conflict generating project where the identified Target of that project is the Client, for a period of 2 years from the date of delivery of the project which gave rise to designation of that person as a Client Team Insider furthermore restrictions will be placed on that person so that they will continue to be available to the Client for questions and follow up work for this period of time.

Client Team IPTechnology Experts will not be involved in any conflict generating project where the identified Target is the Client, for a period of 6 months from the date of delivery of the project which gave rise to designation of that person as a Client Team IPTechnology Expert furthermore restrictions will be placed on that person so that they will continue to be available to the Client for questions and follow up work for this period of time.

### Disclosure

TechInsights will perform a conflict check when a Client requests Technical Patent Analysis or Prior Art against a Target. If the IP Practice is able to accept the engagement, that IP Practice will issue an Engagement Letter to the Client documenting the restrictions on the IP Practice and the Client Team that will result. If the initial IP Practice is unable to accept the engagement, a referral to the alternative IP Practice will be provided.

## Management of Confidential Information Policy

### Classification of Confidential Information

Unless it is publicly available, all information exchanged with a Client or generated for and in connection with a Client shall be treated as confidential and classified into one of three categories:

- General Confidential Information
- Client Confidential Information
- Restricted Confidential Information

See Definition of Terms section at end of this policy statement for definitions.

Note that all Factual Technology Analysis generated by TechInsights in the course of its work becomes the property of TechInsights, may be used by TechInsights for commercial and other purposes, and is not subject to this policy statement.

### Firewall Between IP Practices

TechInsights will operate two firewalled IP Practices. The firewall will be implemented through separate staff, each with a visible identifier. Each IP Practice will have a separate, access controlled office space and separate storage for physical and electronic documents and data classified as Client Confidential Information and Restricted Confidential Information.

### Client Team

For each Project, for each Client, the relevant IP Practice will assemble a Client Team which may include:

- Client Team Insiders
- Client Team IP Technology Experts

These Client Team Members will also be backed by Client Team Supporters who are also Client Team Members.

See Definition of Terms section at the end of this policy statement for definitions.

### **Treatment of Confidential Information**

All Confidential Information will be kept Confidential within TechInsights.

General Confidential Information is accessible by all management and professional staff within TechInsights.

Restricted and Client Confidential Information may only be accessed by members of the Client Team.

Restricted and Client Confidential Information will be stored in two separate locations with separate access rights for:

- *Client Confidential Information* – access to Client Team Insiders only
- *Restricted Confidential Information* – access to Client Team only (Insiders, IPTechnology Experts, and Supporters).

## Governance

TechInsights shall put in place a governance structure that ensures that the policies set out in this policy statement are put in place and operated/enforced.

The key elements of the governance structure are:

1. A Conflict and Confidentiality Committee comprising the CEO, Global Head of Business Development, VP Operations, CFO, and VP's of each IP Practice. This committee will have overall responsibility for the setting and enforcement of Conflict and Confidentiality policies.
2. Detailed and formal documentation of the policies made available to all staff in the company in print and electronically through the company intranet
3. Encouragement of a culture of self-regulation and reporting: staff members will be provided education concerning the overall conflict avoidance and confidential management purposes of this this policy, and to identify situations where the objectives could be compromised or there could be a or a breach of polices and to raise the alarm to TechInsights management
4. Regular internal audit of procedures, managed by the Conflict and Confidentiality Committee and carried out by a revolving group of professionals from within the IP Practices (having regard to restrictions on these staff to see anything in the 'other' IP team).
5. Formal annual review of all processes including review audits by a third party process audit firm, who will report findings.
6. Transparency to all our Clients, who will have access, themselves, to examine our policies and processes and to receive copies of internal and external audit reports.



## Definition of Terms

### Client

Any legal entity, and affiliates of that entity (being another entity under common control with the Client) with which TechInsights has done business or is discussing potential business

### Client Team (Member)

The TechInsights staff (individually a Client Team Member) assigned to a project that may include sales, professional services, IP Technical solutions, engineering operations personnel, and the management and administration staff that support them

### Client Team Insider

A Client Team Member with access or exposure to Client Confidential Information: persons within the team including, generally, the TechInsights account representative, Client program manager and lead technology/IP experts, who are briefed concerning the Client – often through direct communication with the Client – with respect to IP and licensing strategies, patent claim interpretation, patent limitations imposed by prior art or prosecution activity, details of ongoing negotiations or litigation, and any other information identified by the Client as requiring extremely limited access within TechInsights, and who work with the Client to shape the detail of the Project and who are responsible for the final deliverable

### Client Team IPTechnology Expert

A Client Team Member who is engaged on a project and provides technology and/or IP expertise, but who is not a Client Team Insider. Client Team IPTechnology Experts will generally be commissioned by Client Team Insiders to deliver discrete tasks with standard format deliverables back to the Client Team Insiders for assembly into a solution that meets the Client's needs

### Client Team Supporter

A Team Member not expert in IP/technology including non-technology/IP expert executives, finance team, parts procurement, report publishing and project office staff, who need information about Clients, opportunities, targets, and devices in order to effectively manage the business, and carry out their functions and also to ensure compliance with this policy, but who will not be put in a position where they will ever provide professional services or advice to a Client

### Confidential Information – General Confidential Information

Information that relates to the fact that there is a commercial relationship between TechInsights and a Client, the framework commercial arrangements in place and including Client coordinate information and the value and type of work being discussed, worked on and delivered to Clients, but never Project details such as detailed work specification, adverse party, or target device information. It will include:

- Non-disclosure agreements between TechInsights and Client
- Master Service Agreements between TechInsights and Client, subject that said Master Service Agreements should be drafted so that any information naming Targets or other third party entities are not included in the Agreement (but may be incorporated by reference, and in this case the relevant Target information shall be treated as Client Confidential Information)
- Data concerning the value of order intake and of delivered services relating to said Client, analyzed by TechInsights service offering and other relevant categories broad enough that they cannot easily be reverse engineered to identify Clients and Target identities

**Confidential Information - Restricted Confidential Information**

Statements of work (SOW):

- Instructions among TechInsights Client Team members
- TechInsights working papers (except relating to Factual Technology Analysis)
- TechInsights deliverables containing Client patent information. This does not include deliverables that only contain technology analysis of devices

**Confidential Information - Client Confidential Information**

Background briefing information concerning Client's technology or IP assets, tactics and strategies (provided for any reason)

**Conflict Pair**

An ordered pair – a Client and a Target

**Engagement or Program**

One or a series of Projects or Engagements for the provision of services

**Factual Technology Analysis**

All technology analyses (final deliverable and all images, schematics, and preliminary deliverables) generated by TechInsights: it is owned by TechInsights and may be packaged and made available to the market commercially, under license (the circumstances under which this analysis was generated, and in particular the commissioning Client is Restricted Confidential Information)

(For clarity, TechInsights deliverables may include proprietary advice elements that are particular to the relevant Client and these may reference objective technology analysis of component/device/systems hardware and/or software which may, or may not, have been commissioned as part of a single Project: the proprietary advice is confidential to the Client, but Factual Technology Analysis remains property of TechInsights and is provided to the Client by way of a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, perpetual, irrevocable, limited license (without the right to sublicense).

**IP Practice**

One of two IP Practices organized within TechInsights, each separated from the other by an internal firewall

**Project**

A discrete piece of work where a service is provided by TechInsights to a Client in accordance with a statement of work

**Target**

The party that is adverse to TechInsights' Client in a patent assertion dispute

**Factual Testimony**

A presentation of the facts or events relevant to the case. TechInsights will testify to the processes used in its work to investigate devices accused of infringement or to prepare technical reports or other content.

**Expert Testimony**

A presentation of an opinion or diagnosis based on the facts of the case. TechInsights will not act as an expert witness to provide this type of testimony.

**Technical Patent Analysis**

Technical work resulting in the delivery of a claims analysis report or an engineering report where TechInsights used patents that it had in hand to define the statement of work