

## Supporting Your Route Through Brexit

Area	Brexit Impact
Contracts	<ul style="list-style-type: none"> <li>○ <b>Boilerplate clauses:</b> "Brexit" clauses; consumer protection, data protection, force majeure, frustration and jurisdiction, especially (but not only) when trading with customers within the EEA.</li> <li>○ <b>Changes in e-commerce rules:</b> especially when trading with customers within the EEA.</li> <li>○ <b>Potential enforcement issues</b> when trading with customers within the EEA.</li> </ul>
Data protection law	<ul style="list-style-type: none"> <li>○ <b>Data transfers:</b> if the UK are not granted an adequacy decision before 1 January, data transfers from the EEA to UK may need execution of appropriate Standard Contractual Clauses to make transfers of data compliant.</li> <li>○ <b>Representatives:</b> if a UK company does not have an EU establishment but is targeting its goods and services at EU residents or monitoring their behaviour, it will need to appoint a representative in the EU, to deal appropriately with the local data protection authority. The same is true in reverse for entities in Europe with no UK establishment.</li> <li>○ <b>One-stop-shop mechanism:</b> if the UK ICO is identified as the lead supervisory authority for cross border processing, loss of the benefits/protections of the EU GDPR's one-stop-shop regime and requirement to nominate a lead supervisory authority in Europe.</li> <li>○ <b>Documentation:</b> it will be necessary to make several updates to data protection related documentation, in particular privacy notices and internal policies and records to reflect international transfers of data.</li> </ul>
Employment law	<ul style="list-style-type: none"> <li>○ Immigration status of any <b>EEA national</b> employees.</li> <li>○ Immigration rules for <b>future EEA national employees</b>.</li> <li>○ Immigration status of any <b>UK nationals who work in the EEA</b>.</li> <li>○ "Mode 4" services.</li> </ul>
IP Rights	<ul style="list-style-type: none"> <li>○ <b>Trade marks:</b> Changes regarding EUTMs (territorial scope); existing EUTMs automatically cloned onto UK register; pending EUTM applications need to be opted in to UK register. UK trade marks can no longer be used to oppose/invalidate EUTMs.</li> <li>○ <b>Domain names:</b> Withdrawal of eu.domain names for UK owners.</li> <li>○ <b>Designs:</b> Community registered designs will automatically be cloned onto UK register, pending applications will need to be opted in. UK has provided for extra protection for unregistered designs to mirror the Community unregistered design.</li> <li>○ <b>Database rights:</b> existing rights will continue for their duration, new rights will only cover the UK (or EU where qualification criteria are met).</li> <li>○ <b>Patents:</b> No change.</li> <li>○ <b>Copyrights:</b> No change.</li> <li>○ <b>Exhaustion of rights:</b> IP rights still exhausted for goods placed on the market in the EU and imported into UK. IP rights not exhausted for goods placed on the market in the UK and exported to the EU.</li> </ul>

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Litigation	<ul style="list-style-type: none"><li>○ Changes when serving claim forms out of jurisdiction.</li><li>○ Changes to enforcement of EEA judgments in the UK and vice versa.</li></ul>
Mergers	<ul style="list-style-type: none"><li>○ Parallel notifications where both UK and EU merger thresholds are met.</li></ul>
Public procurement	<ul style="list-style-type: none"><li>○ Changes to the Public Contracts Regulations, including how to bid for public contracts.</li><li>○ Some funding arrangements will remain subject to EU rules.</li></ul>
Services	<ul style="list-style-type: none"><li>○ Changes in rules when providing services within the EEA on a temporary basis.</li><li>○ Changes in rules when providing services within the EEA on a permanent basis.</li><li>○ There will also be overlap with employment and immigration issues.</li></ul>
State aid law	<ul style="list-style-type: none"><li>○ New rules for government subsidies and enforcement to be confirmed.</li></ul>
Supply of goods	<ul style="list-style-type: none"><li>○ Changes to rules surrounding product liability, safety and conformity assessments.</li></ul>
VAT	<ul style="list-style-type: none"><li>○ Changes for both services and goods.</li></ul>

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