

1. Our relationship

- 1.1 These are the general terms that will apply to the services provided by Withers & Rogers LLP and our subsidiary businesses ("we" or "us") to its clients ("you").
- 1.2 When you instruct us initially, we shall send you a letter (an "Engagement Letter") confirming your instructions. If you subsequently instruct us on a further case or other matter, we may if appropriate send you another Engagement Letter. The Engagement Letter and these Terms of Business (the "Terms") will together form the contract between us (the "Engagement Contract").
- 1.3 You will have been asked to sign, date and return one copy of the Engagement Letter accompanying these terms to accept these Terms of Business and any particular terms in that letter. In any event, by instructing us to act on your behalf, you will be deemed to have agreed to be bound by the Terms unless otherwise agreed, or varied, in writing by one of our partners.
- 1.4 Unless our Engagement Letter states otherwise, you, our client, are owed the normal duties owed by IP attorneys to their clients, including a duty of care and a duty of confidentiality. Our duty of care is to you and to no one else. You agree that the services are provided to you solely by Withers & Rogers LLP, and your relationship is with Withers & Rogers LLP and not with any individual who is a member, employee or consultant of Withers & Rogers (including anyone we call a partner) who will therefore assume, to the extent permitted by law, no personal liability to you. Whilst these terms remain applicable, some of our services might be subcontracted to WR Europe SNC (registered at RCS Paris no 892 485 541) from Withers & Rogers LLP.
- 1.5 Withers & Rogers LLP is authorised and regulated by IPREG in the UK which is an independent regulatory body of the Legal Standards Board. Our primary role is that of an IP legal adviser and it is not part of our role to advise on the merits of entering into investment transactions or exercising investment rights, or to act as a broker or arranger of transactions. When providing our services, we are entitled to assume that your decision to consider, discuss or negotiate a proposed investment transaction, and any decision to enter into an investment transaction, is made only by you on the basis of your own assessment of the transaction, and any advice which you may receive from an authorised third party. Nothing we write or say is to be construed as an invitation or inducement to engage in investment activity nor will we communicate that type of invitation or inducement for you.

2. Our working practices

- 2.1 We create a file for each job, which may be an electronic file, and this file remains our property.
- 2.2 We aim to retain electronic files for at least 30 years, although we cannot guarantee so to do.
- 2.3 If you require copies of any documents from our files, then we shall assist in supplying them subject to payment of our charges and provided your account with us is settled. However, until our charges are paid in full, we shall be entitled to a lien over all your documents including certificates of grant that remain in our possession.
- 2.4 You must inform us of any changes of ownership, including changes in contact details, of any of your intellectual property rights because many such changes require official registration.
- 2.5 You must give us sufficient time to carry out your instructions. If we receive late instructions, we may not be able to implement them in time.

3. Communications

- 3.1 We shall normally communicate with you by email, and sometimes by letter or facsimile.
- 3.2 There are potential risks that email communications over the internet may jeopardise confidentiality. If you do not wish to communicate by email please notify us.
- 3.3 Whether sent by email or any means other than registered mail or tracked courier service, you should check that a message has been received if we have not acknowledged its receipt within a reasonable amount of time.
- 3.4 Please inform us promptly of any change of address, telephone number, facsimile number or email address.

4. Reminders and renewals

- 4.1 As part of our work we shall, where appropriate, advise and remind you of deadlines (other than renewal dates). It is your responsibility to give us instructions in sufficient time for us to meet those deadlines and to pay any applicable fees.
- 4.2 We operate in association with Withers & Rogers Renewals LLP ("Renewals LLP") a separate and independent English registered limited liability partnership (registered number OC310993). As an additional service to clients, we may, where appropriate, and unless instructed otherwise, engage Renewals LLP on your behalf so that it may remind you of renewal dates and give effect to instructions to renew registered rights. Renewals LLP shall be engaged on its own terms of business, a copy of which will be supplied to you upon the engagement or upon request. It will remain your responsibility to make sure that renewal dates and other deadlines are met and any renewal fees are paid.

5. Our charges

- 5.1 You are responsible, in the first instance, for paying our charges and disbursements.
- 5.2 Our work for you is charged by a combination of time and standard charges for particular actions. It is a feature of the work that the time taken for some tasks cannot always be predicted accurately at the outset. If requested, we shall give an estimate before commencing a particular stage of work. We cannot always give estimates where we ask other professionals (for example, patent or trade mark attorneys abroad) to act on your behalf, or when time spent is dependent on matters outside our control. We usually charge for reminder letters. We usually charge a handling fee where we invoice work done on your behalf by a third party. Our pricing includes an element of service charges to cover processing costs and we may receive the benefit from a volume based discount arrangement. We add a 6% margin to foreign exchange transactions processed on your behalf, to cover adverse movements in the exchange rate.
- 5.3 We shall invoice as appropriate during or on completion of our work for you; payment is required within 15 days of the date of invoice. We may ask for a payment on account to cover anticipated costs, in which case we may require payment before we start work on your behalf.
- 5.4 Invoice queries must be received in writing or by email within 7 days of receipt of the invoice. Non-notification is deemed as implicit acceptance of each invoice.
- 5.5 In the event of late instructions or late payments to us, urgency charges may be incurred which we shall have to pass on to you.
- 5.6 In the event that you fail to pay an invoice in full within 15 days of the date of invoice, we reserve the right to:
 - (i) charge interest on any amount not settled within this time in accordance with the then current rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended or superseded;
 - (ii) recover on an indemnity basis all costs and fees (including legal fees) incurred in the pursuance of amounts due to us; and
 - (iii) suspend operations on your work, or not to take any action in relation to your affairs (without prejudice to our right to invoice for work undertaken before the suspension).
- 5.7 Unless otherwise stated our charges, disbursements and expenses are stated exclusive of VAT, while our charges are

stated exclusive of disbursements or expenses.

6. Our exclusions and limitations of liability

- 6.1 There is a risk that we will be prejudiced by any limitation or exclusion of liability which you agree with any third party (for example, another adviser) in connection with a matter with which we are assisting you. This is because such a limitation or exclusion of liability might also operate to limit the amount that we could recover from the third party by way of contribution if we were required to pay you more than our proper share of the liability. Accordingly, in order that our position is not adversely affected by any limitation or exclusion of a third party's liability, you agree that we will not be liable to you for any amount which we would have been able to recover from that third party by way of indemnity, contribution or otherwise, but are unable to recover because you agreed, or are treated as having agreed, with them any limitation of exclusion on your liability.
- 6.2 If you start proceedings against us for loss or damage and there is a third party (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.
- 6.3 Our aggregate liability for all demands, claims, actions, proceedings, damages, payments losses, costs, expenses and other liabilities ("Losses") arising directly or indirectly from or in connection with our services to you, shall be limited to the lesser of either:
 - (i) the direct loss suffered by you in consequence of our breach of the Terms or in consequence of our acting negligently or providing negligent advice; or
 - (ii) £25 million.
- 6.4 We shall not be liable to you for:
 - (i) the negligent acts or advice or breach of contract of or by third party advisers, consultants or other third parties who may be instructed in relation to our work for you;
 - (ii) any indirect or consequential loss or damage, or loss of profits, revenue, goodwill or anticipated savings or other benefits;
 - (iii) any misunderstanding, transmission error or delay if we do not receive clear, timely, instructions from you;
 - (iv) the disclosure of confidential information arising from the interception of communications sent by email, facsimile or other means;
 - (v) any loss arising from a failure to keep us informed – including a failure to inform us of changes of ownership; or
 - (vi) any loss consequent upon us not commencing work for you under paragraph 5.3 or suspending working for you under paragraph 5.6.

- 6.5 You accept that we have an interest in limiting the personal liability and exposure of employees, consultants and partners. Having regard to that interest you accept that we are a limited liability entity and agree that you will not bring any claim personally against any individual employees, consultants or partners in respect of Losses which you suffer or incur, directly or indirectly, in connection with our services. The provisions of this paragraph 6.5 are intended for the benefit of our employees, consultants and partners provided that this Engagement Contract may be varied from time to time or terminated without the consent of all or any of those persons.
- 6.6 Notwithstanding paragraphs 6.1 to 6.5, nothing in an Engagement Contract shall operate to exclude or limit any liability for fraud or liabilities that cannot lawfully be limited or excluded.

7. Data protection, confidence, and publicity

- 7.1 Data protection legislation in the UK and EU imposes stringent obligations on organisations which obtain and process data relating to individuals ("personal data"). The legislation defines "processes" widely to include holding, organising, using or disclosing personal data.
- 7.2 Personal data we receive about you or your officers or members of staff, or from you about other individuals, may be processed by us for the purposes of: providing our services to you; sending you newsletters, updates, marketing communications, and other information or materials that may interest you; maintaining our lists of contacts, submitting invoices, detecting, preventing and responding to actual or potential fraud, illegal activities, or intellectual property infringement; complying with our legal obligations, responding to legal processor requests for information issued by government authorities or other third parties, or protecting your, our, or others' rights.
- 7.3 Personal data held by us may be accessible by our other offices (and those of our affiliates) and subsidiaries. Personal data will be treated in all of such offices with the same confidentiality level as it is in the UK. Transfers outside the UK and the EEA will normally be made on the basis of the model clauses approved by the European commission for transfer from EU controllers to non-EU controllers, which may be found at the Commission's website at <https://ec.europa.eu>.
- 7.4 By agreeing to be bound by these Terms you authorise us (and warrant you have obtained such necessary authorisations from all or any parties on whose behalf you have instructed us) to process your personal data, including transferring the data within and

outside the European Economic Area (EEA), where such data have been supplied by you and such transfer is advisable or necessary in the course of conducting professional business on your behalf.

- 7.5 Withers & Rogers LLP operates under the General Data Protection Regulation (GDPR) which came into force on 25 May 2018 and relates to the use of personal data. You agree that we may, where appropriate, pass information to WR Europe SNC, Renewals LLP and to Withers & Rogers Group LLP and any associated subsidiaries. Withers & Rogers Group LLP (registered number OC310991) acts as the holding LLP for Withers & Rogers LLP and for Renewals LLP and is not responsible for offering professional services to clients.
- 7.6 We shall not reveal confidential information about you, your intellectual property or your affairs to other people without your consent, unless we are legally required so to do. Withers & Rogers LLP is not obliged to take account of information confidential to any other person when advising.
- 7.7 Withers & Rogers LLP may charge you, our client, for any costs incurred in complying with reporting obligations in relation to you, our clients' affairs. Furthermore, Withers & Rogers LLP may be obliged to terminate our relationship with you, our client, without explanation due to Proceeds of Crime Act 2002 requirements; and we may disclose the general nature of any matter for marketing purposes.
- 7.8 We may however disclose that you are a client. We may also disclose that we are acting for you or have acted for you on a matter if information about that matter or our involvement in it is in the public domain or if you specifically consent to that disclosure.
- 7.9 We may, in the interests of efficiency, outsource certain services to outside providers. If so, this will be to providers who have provided confidentiality undertakings and whose compliance, reputation and standards we rigorously monitor. People working for these providers have access to confidential documentation only through our secure systems.
- 7.10 Withers & Rogers LLP is entitled to act for other entities with whom you, the client, has an adverse relationship in unrelated matters in accordance with IPREG Standards and Regulations and, if required, any other professional rules of foreign qualified lawyers.

8. Money laundering and statutory requirements

- 8.1 In compliance with anti-money laundering legislation, other legal rules and commercial considerations, we may have to ask you to provide evidence of identification, and in the event that that does prove necessary we would expect your full cooperation and understanding.
- 8.2 We have a duty under the Proceeds of Crime Act 2002 to make a report to the National Crime Agency if we know or suspect, or have grounds to suspect, that a person is engaged in crime or handling the proceeds of crime.

You should be aware that in these circumstances we may be precluded from seeking your consent or informing you that we have made a notification or disclosure.

- 8.3 We may disclose any information to other Withers & Rogers entities, to our professional indemnity insurers and advisers, to our auditors and our regulators, IPREG.

9. Termination of our services

- 9.1 You may terminate an Engagement Contract to us by notice in writing at any time; we may terminate an Engagement Contract in our absolute discretion on reasonable notice in writing.
- 9.2 If an Engagement Contract is terminated, you will remain liable to pay our charges and expenses incurred or committed on your behalf as at the date of termination.

10. Complaints and disputes

- 10.1 Our partners and qualified staff who practise as patent or trade mark attorneys are regulated by the Intellectual Property Regulation Board (IPREG) and are bound by IPREG's code of professional conduct.
- 10.2 Our partners and qualified staff who practise as European patent attorneys are members of the Institute of Professional Representatives before the European Patent Office and are bound by their code of professional conduct.
- 10.3 If at any time you perceive a problem with our service, please contact your case attorney in the first instance.
- 10.4 If you are still dissatisfied with the service you have received from us, we shall seek to settle the issue with you through our formal internal complaints procedure, details of which will be sent to you upon request. Please put your complaint in writing to The Head of Strategic Operations, Withers & Rogers LLP, 2 London Bridge, London, SE1 9RA.
- 10.5 If, following investigation and written response from us, you are still dissatisfied with the outcome you may (within 6 months) refer the matter to The Legal Ombudsman.
- 10.6 Provisions in these Terms of Business which restrict or exclude the liability of Withers & Rogers LLP or of its members, employees, consultants or partners (including anyone we call partner) will not apply in the case of fraud or deliberate misconduct.

11. General terms

- 11.1 Except pursuant to paragraph 6.5, none of the Terms shall be enforceable by any third

party unless expressly agreed otherwise in writing by one of our partners.

- 11.2 English Law shall apply to the construction and interpretation of the Terms and any other contractual arrangements between us.
- 11.3 Withers & Rogers" is an international IP practice that includes Withers & Rogers LLP and WR Europe SNC. The word "partner" is used to describe a member or shareholder of Withers & Rogers LLP or WR Europe SNC. For more information about Withers & Rogers and the partners, see www.withersrogers.com. Accordingly, in the Engagement Letter and in these Terms, we have referred to our members and shareholders as "partners", and we will continue to do so in our dealings with you.
- 11.4 If all or any part of an Engagement Contract becomes illegal, invalid or unenforceable in any respect, then the remainder of the contract shall remain valid and enforceable.
- 11.5 We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence we shall notify you as soon as reasonably practicable.
- 11.6 We may assign the benefit of an Engagement Contract to any partnership or corporate entity that carries on our business in succession to us. You will accept the performance of any such assignee in substitution for our performance. Reference in any relevant Engagement Letter and in these Terms (other than in this paragraph) to "us" includes any such assignee.
- 11.7 Subject to the right to assign in paragraph 11.6, neither you nor we shall have the right to assign or transfer the benefit or burden of an Engagement Contract without the written consent of the other.
- 11.8 In the event of any inconsistency between these Terms and an Engagement Letter, the latter shall prevail (save that any reference in an Engagement Letter to Withers & Rogers shall be deemed to be a reference to Withers & Rogers LLP).
- 11.9 These Terms supersede any earlier terms of business we have agreed with you and, in the absence of any express agreement to the contrary, will apply to the services referred to in any Engagement Letter accompanying these Terms and all services we subsequently provide to you.

12. Application of these terms

- 12.1 Our Engagement Letter and these Terms of Business will govern our relationship with you upon our retention even if you do not sign and return a copy of the Engagement Letter. Our representation will be deemed concluded when all live matters are complete and our final invoice for those matters is issued.
- 12.2 In the event that we agree to undertake additional matters, any such additional representations will be governed by the Engagement Letter and these

Terms of Business unless we mutually agree otherwise in writing.

- 12.3 We may remain as an address for service on your IP rights unless there is a future conflict of interest which precludes us from doing this.
- 12.4 If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences at the outset of this engagement and proceed with a clear, complete and consistent understanding of our relationship.
- 12.5 These governing terms and conditions supersede any prior agreement with you with respect to our engagement to provide professional services to you, with the exception of any consent or waiver that you previously provided in relation to other engagements of Withers & Rogers LLP.
- 12.6 These governing terms and conditions may be modified or amended only by written agreement signed by us and you or your authorised representative, and neither party may bind the other party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other party.