

HGF LAW LLP STANDARD TERMS OF BUSINESS

- 1 GENERAL**
- HGF Law LLP**
- 1.1 Thank you for instructing HGF Law LLP ("**HGF Law**") to act as solicitors on your behalf. HGF Law is a limited liability partnership incorporated in England; any reference in these Terms to a "partner" is a reference to a person who is a member of the partnership. Our registered office is at 1 City Walk, Leeds LS11 9DX.
- 1.2 In these Terms of Business ("**Terms**"), "we", "us", "our", "HGF Law" and "the firm" are used as a reference to HGF Law LLP, and "you", "your", "yourself", "our client" are references to the person with whom we contract under these Terms.
- 1.3 As English Solicitors, HGF Law is authorised and regulated by the Solicitors Regulation Authority ("**SRA**"). Details of the professional rules by which we are bound can be found on SRA's website: www.sra.org.uk.
- Scope**
- 1.4 These Terms shall apply to all matters in respect of which we accept instructions from you to perform professional services as solicitors ("**Services**"). By sending us instructions and/or by sending us further instructions and/or by allowing us to start work you shall be deemed to request that we perform Services for you on the basis of these Terms. If we perform any Services then there shall be a contract between us, and the contract will be governed by these Terms. We shall not, however, be obliged to accept any such instructions. Each matter in respect of which we perform Services may at our option be treated as a separate contract between you and us.
- Engagement Letter**
- 1.5 When you instruct us from time to time, we shall also issue one or more letters ("**Engagement Letter**") that will specify the Services we are to provide, and possibly include specific terms and conditions applying to that instruction. These Terms, together with any specific terms and conditions contained in any applicable Engagement Letter(s) shall constitute the entire agreement between us and contain all the terms and conditions that we have agreed with you in relation to the Services. Any reference herein to "Terms" shall where the context admits or requires include any specific terms and conditions set out in any Engagement Letter.
- Our Client**
- 1.6 Subject to the provisions of paragraphs 19 and 20 below, for the purposes of these Terms, our client is the person who first instructs us to perform Services. Our client is liable for payment of our bills under paragraph 4 and is bound in full by these Terms.
- 1.7 As our client, you should note that these Terms contain limitations on our liability to you and you should ensure that they meet your requirements.
- 1.8 These Terms supersede any previous terms of business that we have had with you. If there is any conflict between these Terms and the terms in any accompanying, future or still-applicable previous Engagement Letter(s) from us, the terms in the Engagement Letter(s) shall prevail.
- 1.9 These Terms will apply until varied or replaced with alternative Terms notified to you in writing. Please note that no change to the Terms will be valid unless agreed in writing by a partner or the chief executive officer of HGF Law.
- 1.10 The Services are provided by HGF Law and the contract to provide Services is between you and HGF Law and not with any individual partner or employee of HGF Law.
- 1.11 In certain circumstances we are required by law to verify the identity of our client and/or of persons connected with our client. Where we believe such circumstances apply we will ask you for such information as we believe is necessary for us to comply with the law. Until such time as you have provided the requested information we will not be able to act for you but we shall be entitled to charge you for any time spent seeking to verify your identity.
- 2 INSTRUCTIONS**
- 2.1 Unless otherwise agreed in writing, any person within your organisation may instruct us on your behalf, unless they clearly do not have the appropriate authority or you instruct us otherwise. We can rely on any information and instructions provided by such persons.
- 2.2 When carrying out the Services, we shall have no responsibility for any failure to advise or comment on any matter that falls outside the limitations of our engagement or for advice in draft form or to update advice after it has been issued. Any advice given by us shall be based on your having supplied us with all relevant information which shall be true, accurate and not misleading to the best of your knowledge, information and belief (since we will only verify such information if requested to do so by you). Accordingly, we shall not be responsible for any loss or damage arising from reliance on information or for any inaccuracy or other defect in any document supplied by you or on your behalf.
- 2.3 Our advice is given to you for your sole benefit and is given solely for the purpose of the instructions to which it relates. No other party may rely on or use such advice without our prior written permission. We accept no duty of care to any person who is not, pursuant to these Terms, our client.
- 2.4 For such period as we are instructed to carry out any Services, you give us express authority to complete and sign in your name, such forms and other documents as are necessary or desirable to carry out your instructions. In agreeing to these Terms you agree to indemnify us in respect of all costs, claims, demands and expenses that may result from the exercise of that authority.
- Timing and form of instructions**
- 2.5 We rely on our clients to give us timely, comprehensible, complete and accurate information and instructions. We accept no liability in respect of instructions not received by us, or confirmed by us, in writing, or instructions which are late, incomprehensible, incomplete or inaccurate. We are happy to accept written instructions by post, fax or e-mail. Generally we would expect our client to deal directly with those members of staff providing Services; however, you may also contact us by any of the methods set out in our website: hgf-law.com.
- 2.6 Wherever possible, to avoid misunderstanding, language and communication difficulties, or problems arising from clients based outside the UK and/or in different time zones, all instructions to us should be in writing or, if oral, confirmed in writing as soon as possible. We will accept no responsibility if you fail to confirm your oral instructions or if (in the absence of any written confirmation) we have

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misunderstood or wrongly executed them. Where, in a case of urgency, your instructions are or are to be communicated outside our usual business hours (Monday to Friday 9.00am to 5.00pm local time) or on UK bank and public holidays or where they are to be presented in a non-standard format, you are responsible for ensuring that we have been given prior notice of them and we accept no responsibility for instructions not or incorrectly executed as a result of your failure to comply with this provision. It is your responsibility to ensure we have received your instructions and you should not assume that we have received and are acting on your instructions unless you have received specific confirmation from us. If practicable, we prefer instructions to be in English; we will accept instructions in other languages but we cannot act on those instructions until they have been translated and we expect you to take associated delays into account in giving timely instructions.

- 2.7 Courts often impose time limits, and failure to meet these limits can be fatal to the rights concerned. "Late" (as opposed to Urgent) instructions are those which do not give us reasonable time to act within such official time limits. "Urgent" instructions are those which require an immediate or urgent application to a Court or Judge. While we will endeavour to meet time limits when instructed to do so, we do not accept liability for any loss through failure to meet such time limits when instructions are received and accepted by us Late, and in any event less than five (5) working days before the relevant deadline. We will endeavour to inform you of time limits and of actions or instructions that are required, but we do not undertake to give reminders, incur costs on your behalf, or take other action in the absence of instructions to do so. In this situation, rights may be lost irrevocably.
- 2.8 If we receive Late instructions we may not be able to implement them in time, in which case your rights may be lost irrevocably. Without relieving you of your responsibility to give us timely instructions, if (a) we attempt to take urgent action notwithstanding Late instructions or late payments to us, or (b) if we receive Urgent instructions, urgency charges may be incurred which we shall pass on to you; the making of such charges does not constitute a waiver of your responsibility to give us timely instructions.

Updating information

- 2.9 It is important that you inform us promptly of any change in relation to: (a) any primary contact; and/or (b) your name and contact details. Many such changes must be officially registered. Please remember that litigation can take years and that there may be little activity for long periods followed by a situation that requires immediate instructions from you. We accept no liability in respect any loss or adverse consequences of your failure to inform us of such changes - for example (but without limitation) if we are unable to take instructions due to not having up to date contact details.

Electronic Communications

- 2.10 We will normally communicate with you by email, post or fax. Given that e-mails sent over the Internet may lack security and jeopardise confidentiality, we cannot accept responsibility for any disclosure to other parties as a result of the interception of such communications. Due to the very nature of the Internet, we cannot accept any liability for corruption in the information communicated to or from you or its non-receipt or late receipt by you or us of such communications. You should advise us as to what should not be sent over the Internet to you or on your behalf.

- 2.11 We advise you to carry out your own virus checks on any communications whether in the form of computer disk, e-mail, Internet or otherwise. We cannot accept responsibility (including, but not limited to, in negligence) for any viruses or other malware (or their consequences) that may enter your system or data by these or any other means.

3 INSTRUCTING THIRD PARTIES TO ACT

- 3.1 During our work for you we may need to instruct third parties (e.g. counsel, experts, foreign lawyers, patent attorneys, draftspersons, translators, consultants) to perform the required work. Such third parties include our sister practice HGF Limited, a firm of patent attorneys and trade mark attorneys to which we frequently refer matters (see paragraph 3.3 below). You authorise us to instruct such third parties directly. However, you may be required to sign a power of attorney, mandate or similar appointment to engage such third party. Please note that failure by you to return necessary signed authorisations may result in loss of rights or require local negotiation with relevant authorities to secure extensions of time, which cannot be guaranteed, failing which, rights may be lost.
- 3.2 Such third parties are not part of nor are they the agents of HGF Law; they are independent practitioners. Whilst we select them with reasonable levels of care, believing they can perform the work required, we will not be liable for any default or negligence by such third parties.
- 3.3 As a firm of solicitors, HGF Law is authorised and regulated by the SRA and our clients benefit from various statutory protections. Should HGF Law refer you to HGF Limited, you should note that (a) as a firm of patent and trade mark attorneys, HGF Limited is regulated by the Intellectual Property Regulation Board rather than the Solicitors Regulation Authority; (b) the statutory protections afforded to clients of patent and trade mark firms are different to those afforded to clients of solicitors.
- 3.4 Where you instruct HGF Law and HGF Limited, both firms will endeavour to make clear what work each is doing for you. If you are in any doubt, please seek clarification from the person you have instructed.

4 PROFESSIONAL FEES

Our charges

- 4.1 Our charges are principally based on the amount of our professional time spent on the matter, although other factors may also be taken into account. Such factors may include the size and complexity of the matter and the degree of urgency involved. We may adjust our standard charges if highly specialised knowledge is required, or if the matter is complex and/or urgent. Costs can increase when instructions from clients are received only shortly before a deadline or are incomplete; any such cost increase does not constitute a waiver of your responsibility to give us timely instructions.
- 4.2 Our hourly rates are primarily based on the seniority and experience of the professional staff involved. These rates are reviewed periodically and we will notify you from time to time of changes to those rates and such changes will have effect notwithstanding any inadvertent failure to notify you. Our charges are calculated at the rates that are current when the work is carried out.
- 4.3 We reserve the right to review and adjust our pricing structure periodically. A schedule of the hourly rates of

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lawyers acting on your instructions is available on request. Following any such review we will notify you from time to time of any changes to our pricing structure and such changes will have effect notwithstanding any inadvertent failure to notify you.

- 4.4 In the event that HGF Law incurs costs in having to respond to a data subject exercising their rights provided by Data Protection Legislation in force at the time (see paragraph 16), we may charge you in respect of such handling to the extent that such costs are not caused by our mishandling of that data subject's personal data.

Payment of expenses

- 4.5 In appointing us to act for you, you are authorising us to incur such expenses and disbursements as we consider reasonably necessary to provide the Services. These expenses may include but are not limited to court fees, patent office fees, as well as those of third parties (see paragraph 3 above). They may also include such items as photocopying costs, courier charges, reasonable travel costs, meeting expenses, and telephone and fax charges. You will be responsible for reimbursement of such expenses.
- 4.6 Any estimates or quotations given by us will exclude UK value added tax ("VAT") which will be charged to UK clients and to clients based elsewhere within the European Union unless they are VAT registered and provide us with their VAT registration details. VAT, when charged, is on our fees and on those expenses and disbursements we charge that are liable for VAT.
- 4.7 You should appreciate that foreign lawyers and other third parties' charges and official fees are outside our control since they may be changed without notice and vary with exchange rate fluctuations. To cover our costs in settling fees and expenses, including bank charges and exchange rate fluctuations, we reserve the right to apply a mark-up of up to 15% when invoicing you for such disbursements made on your behalf.

Estimates and Invoicing

- 4.8 When required, we will give estimates of future charges. We will do so in good faith, based on our knowledge at the time as an aid to assist you in budgeting your expenditure. Under no circumstances should such estimates be viewed as fixed price quotations or binding upon us, unless we agree with you to the contrary.
- 4.9 If, during the course of carrying out work, it becomes apparent to us that our charges are likely significantly to exceed our estimate, we will try to obtain your permission before exceeding our estimate. If you would like to set an upper limit on the charges that may be incurred without prior reference to you then please let us know.
- 4.10 We reserve the right to submit invoices to you on a regular basis (usually monthly or at appropriate stages in the conduct of the matter).
- 4.11 Unless otherwise agreed, our invoices are payable, in sterling in cleared funds, on presentation.

Payment on account and late payments

- 4.12 We may require you to make payments on account, particularly in respect of large items. When we make such a request, we will usually not carry out any instructed work until

the requested payment has cleared into our bank account. You should allow sufficient time for such clearance.

- 4.13 If a requested payment on account is not made or if an invoice remains unpaid after its due date, we reserve the right to suspend all work on your behalf. We are entitled to charge interest at the National Westminster Bank base rate plus 6% on any overdue account. This is without prejudice to our right to invoice for work undertaken before such suspension and to take legal action for the payment of our costs. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.

Charge reviews

- 4.14 On occasions special arrangements may be agreed on our charging where particular circumstances justify it. However, unless such arrangements include specific terms relating to reviews, we reserve the right to review such arrangements on a bi-annual basis from their start date.

Alternative Funding Arrangements

- 4.15 We will discuss with you the range of options that may be available to fund the work we undertake for you. In this regard you may have, or may wish to purchase (if available and appropriate), insurance in respect of the charges and expenses you are likely to incur and/or your potential liability for costs you may have to pay to an opponent or third party.

Cash & Credit Cards

- 4.16 Please note that we do not normally accept payment in cash. Even where we do so agree, we may only do so up to a limit of £500 in any 28 day period. We are happy to receive payment by credit card.

Interest on funds we hold for you

- 4.17 We will normally credit you with interest on any funds we hold in our client account on your behalf. Our policy on the payment of interest is as follows:
- 4.17.1 interest will accrue at the rate payable by our bank on our segregated client money account. This may be less than the rate at which you could have invested the money yourself and may be 0%;
- 4.17.2 we will credit you with interest if the amount of interest involved is more than £20;
- 4.17.3 if we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately;
- 4.17.4 we will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement.

5 FILING

- 5.1 Our files, both paper and electronic, remain our property at all times. If you would like to transfer your work to other professional advisors, we will copy such of the files relating to your work as you request (at your expense) and release the copy file(s) when all our charges have been paid. We reserve the right to charge reasonable expenses in closing files, as well as opening them.

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Destruction of files

- 5.2 It is our normal practice to destroy our correspondence files, draft documents and other papers after the work has been completed, but to retain a digital copy of them for such time as we judge reasonable or as required by UK law. If you subsequently require hard copies we will make them at your cost if still available.. Unless you tell us otherwise, we will assume that you are content with this arrangement. Original documents such as assignments, licences and grant certificates will not knowingly be destroyed. We do not make a charge for storing original documents however we cannot accept any liability for their accidental loss or destruction.

6 CONFIDENTIAL INFORMATION

- 6.1 While acting for you, we are likely to receive information that relates to you as our client. We will keep such information confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances, such as by our professional indemnity insurers or by our auditors or any other professional advisers appointed by us from time to time.
- 6.2 Inevitably, from time to time, we will act for other clients on matters that are similar to those on which you instruct us. Experience gained for other clients is one of the things that enables us to give you a high level of service. However, some of that experience may have been gained in dealing with matters that remain confidential to another client and for that reason may not be known to the individuals providing the Services. Only information known to those individuals having conduct of or working on matters to which these Terms relate shall be taken into account in determining the scope of our responsibilities to you. We have no obligation to disclose to you information outside the scope of our engagement with you. We are under no obligation to disclose to you, or to use on your behalf, any information in respect of which we owe a duty of confidentiality to a third party.
- 6.3 We have arrangements in operation designed to facilitate the protection of our clients' interests and their confidential information. We use one or more of the following safeguards: separate advisory teams; geographical separation; operational independence; separate computer servers; password protected systems; and separate email systems. Such arrangements are maintained to restrict the flow of information within HGF Law. Because these arrangements exist to protect both your interests and any confidential information learned by our staff in the course of acting for you, we may accept instructions from other parties, notwithstanding that such confidential information may be relevant to such other parties, subject, however, to our obligation to avoid conflicts of interest (see section 11 below).

7 USE OF CLIENT NAME

- 7.1 From time to time we would like to mention the fact that we represent you in external communications. Unless you notify us, or have in the past notified us, to the contrary in writing, you authorise us to use your name in our external communications regarding our services (for example on our website, in tenders, in legal directories such as Legal 500), and in circular letters and emails about our services to prospective clients. Such use is only authorised by you to the extent that we act for you in connection with intellectual property matters and provided that this fact is already publicly available from a court office or through the official register of a patent office. You agree that this fulfills our obligations under any and all relevant provisions of the SRA codes of conduct in relation to securing necessary client consent. This

permission does not include any right to indicate or suggest any endorsement of our services by you.

8 SEARCHES

- 8.1 Any searches you request may be carried out by us, by patent offices or by independent specialist searching firms. Due to the inherently uncertain nature of searching, as well as the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. We will endeavour to point out any particular limitations when reporting search results. However, you accept that failure to identify a particular document or item in a search does not itself justify a cause of action against HGF Law.

9 INDEMNITY FOR THREAT OF INFRINGEMENT PROCEEDINGS

- 9.1 When we send any warning on your behalf to a third party, you agree to indemnify us against the risks of our being sued for making an unjustified threat of infringement proceedings. This provision allows us to maintain our objectivity in contentious matters, which may otherwise diminish if we were to become a party to any proceedings.

10 CLIENT'S PRIVILEGE

- 10.1 In general, communications between an English solicitor and his/her client are privileged. This means that other people, including the courts, are not entitled to discover the content of such communications where they concern professional advice. However, you should note that there are circumstances in which the privileged status of a letter or other document can be lost. Please let us know if you would like further information on this area.

11 CONFLICTS OF INTEREST

- 11.1 We aim to develop and maintain strong relationships with our clients and respect and protect their legal rights.
- 11.2 Our professional rules do not allow us to act simultaneously for two clients whose interests in the matter on which we are advising conflict unless both clients give informed written consent to such an arrangement. Such an arrangement may be warranted where the technology or area of interest of two clients is materially different, or the overlap is temporary or unusual, and where we staff the matters with two different and segregated teams (see paragraph 6.3 above). However, sometimes even with informed written consent, a conflict situation cannot be resolved by the clients giving us authority to continue to act. Where this occurs you agree that we may at our sole discretion choose to continue to act for one party to the conflict.
- 11.3 When potentially taking on a new client, or a materially new matter for an existing non-academic client, we carry out a check to try to identify conflicts of interest that may preclude us from acting. It is important that potential new clients identify to us any firms or companies for whom they believe we will be unable to act without a conflict of interest arising.
- 11.4 Inevitably, some conflicts will arise or only come to our attention after we have been acting for two clients. In such circumstances, we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the clients in question. Because of obligations of confidentiality, it is often not possible for us to identify the other client, or the subject matter involved, or even that a conflict exists, when we advise a client that we can no longer act for them. The

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terms of paragraph 11.2 also apply in the case of a later arising conflict.

12 CLIENT CARE AND COMPLAINTS

12.1 We value our good relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings arise. If you have any problems, you should feel free to discuss your concerns with the member of our professional staff dealing with your work. However, we have a complaints policy to handle complaints when they arise. We will send this to you on your request, or you can find it on our website at: hgf-law.com.

12.2 Please note that if we cannot resolve your concerns, then you may be able to refer the matter (including any complaint relating to your bill) to the Legal Ombudsman. Details of how to refer a complaint to the Legal Ombudsman (including contact details and information about relevant time limits) are contained on his website: legalombudsman.org.uk.

13 TERMINATION OF RELATIONSHIP

13.1 You may terminate our relationship at any time by writing to us. We may terminate our relationship with you where we have good reason to do so including but not limited to:

13.1.1 non- or late payment by you of our invoices or failing to provide payment in advance where so requested non-payment by you of our invoice or failing to provide payment in advance where so requested;

13.1.2 you are in material breach of any of the provisions of these Terms;

13.1.3 we fail to reach agreement in relation to whether you should reasonably accept or reject, as appropriate, any payment into Court or any written or oral offer of settlement;

13.1.4 where you are the Claimant, you elect to discontinue the Claim;

13.1.5 you fail to provide adequate, timely and reasonable instructions; or

13.1.6 you fail to provide information that has been requested pursuant to paragraph 1.11 by giving you reasonable notice in writing. In either case, if the relationship is terminated we will require you to pay our charges and expenses up to and including the date of such termination by reference to the hourly rates applicable at the time of the work together with all further sums due to HGF Law or to any third party incurred on your behalf prior to the date of termination. You agree that we may retain all your files and not supply you with copies of them until such time as all sums outstanding are settled in full.

14 LIABILITY TO OUR CLIENT

Exclusion of liability

14.1 We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including, without limitation, war, acts of God, industrial disputes, protests, fire, storm, explosion, national emergencies, acts of terrorism and failure of third party telecommunications and computer systems.

14.2 We shall not be liable to you in any circumstances for any loss damage cost or expense arising from any dishonest

deliberate or reckless misstatement concealment or other conduct on the part of any other person. We shall not be liable for loss of profits or savings or any indirect or consequential loss or damage suffered by you arising from or in connection with the Services.

Liability

14.3 The aggregate liability of HGF Law, in any circumstances whatsoever whether in contract tort statute or otherwise and howsoever caused (including, but not limited to, negligence) for loss or damage arising from or in connection with the Services shall be limited to the lesser of: (a) a sum representing a proportion of loss or damage which would be attributed to us by a court allocating proportionate responsibility (having regard to any contribution to such loss or damage by any other person, whether or not there exists any impediment on your part in securing such contribution including without prejudice to the generality of the foregoing impediments as to limitation, lack of means or reliance on exclusion or limitation of liability or otherwise) in proceedings for contribution under the Civil Liability (Contribution) Act 1978; (b) the limit of the cover we from time to time hold under our policy of professional indemnity insurance and (c) any limit of liability set out in any applicable Engagement Letter.

Professional Indemnity Insurance

14.4 In common with most professional firms we carry professional indemnity insurance. Our regulator, the SRA requires us to have a minimum level of £3 million. As a matter of best practice we have cover in excess of that expectation, subject to limitations. We review the sum insured periodically for perceived adequacy given the size and nature of our business and given the levels of cover and premiums available from time to time in the insurance market. The sum insured is HGF Law's sole responsibility and HGF Law shall have no additional liability regarding its adequacy. Details of our insurers are available on request.

14.5 The limitation on liability set out in paragraph 14.1 shall not apply to any liability on our part for death, personal injury or fraud, or where such limitation is prohibited by law. The provisions of this paragraph 14 shall continue to apply notwithstanding the termination of our engagement for any reason.

14.6 If you consider that there may be circumstances in which you could or might suffer loss or damage arising from or in connection with our services which is irrecoverable or exceeds the amount recoverable under these Terms you may wish to consider effecting your own insurance in respect of the same.

15 LITIGATION

15.1 If you are involved in litigation (including arbitration) either as a claimant or defendant there are a number of issues of which you should be aware. The following is particularly relevant in proceedings in the UK, and may apply more widely. Please ask concerning other jurisdictions.

15.2 The courts have wide-ranging powers and discretion to decide which party or parties should bear the costs of litigation and in what proportion. "Costs" include legal fees (including any success fee agreed), expenses, disbursements and VAT where appropriate. The usual order is for the unsuccessful party to pay a proportion of the successful party's Costs but the courts are able to make other orders. During the course of litigation the court may

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order you to make an immediate payment of Costs. Orders to pay Costs usually need to be satisfied within 14 days of the date of the order.

- 15.3 You are responsible for paying our fees even if the court orders another party or other parties to contribute towards your Costs. You should be aware that even where a court awards you a contribution towards your Costs there are sometimes difficulties and/or delays in assessing and recovering them. It is only in exceptional cases that the courts will order that the unsuccessful party reimburse the entire costs of the successful party. Therefore even if your action is successful you should assume that there will be a proportion of Costs which you will be unable to recover from the unsuccessful party. In cases where the other party or parties are funded by the Legal Services Commission it is unlikely that you will be able to recover any Costs.
- 15.4 If you are unsuccessful you will be liable to pay our Costs. In addition, the court is also likely to order you to pay a proportion of the successful party's Costs.
- 15.5 If you have legal expenses insurance insurers rarely indemnify before completion of an action. You will remain liable to pay our invoices when rendered during and at the end of the action even if you have not yet been indemnified by your insurers.
- 15.6 Once litigation has commenced, if you wish to withdraw from the action, the court will order you to pay the costs of the other party/parties to the litigation. You will also remain liable to pay your Costs.
- 15.7 During the course of litigation you will be required to disclose to the other party or parties any document (which includes but is not limited to correspondence, notes, memoranda, electronic information, video and audio tapes) which are or have been in your control and which relate in any way to the issues in the case. Not only does this cover documents which assist your case but also documents which may harm your case. The duty is a continuing one, therefore documents which are discovered or created during the course of litigation will also need to be disclosed. You will be required to sign a document that confirms that you have carried out your disclosure obligations. You may be liable for severe penalties including fines and/or imprisonment if you deliberately fail to disclose a relevant document. It is important that you do not destroy any documentation that relates in any way to the action.
- 15.8 In all cases involving a dispute that may lead to court proceedings the need to comply with court rules places responsibilities on clients and lawyers. Under the UK Courts and Legal Services Act 1990, lawyers have a statutory duty to the court to act with independence in the interests of justice together with a duty to comply with relevant professional conduct rules. These duties override any obligation that the lawyer may have (otherwise than under the criminal law) if it is inconsistent with them.

15A INVESTMENT BUSINESS

- 15A.1 HGF Law is not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services because we are authorised and regulated by the SRA.
- 15A.2 These investment services must be incidental to the other professional services being supplied e.g. corporate/IP transactions. If you need advice on investments outside this limited scope, we may have to refer you to someone who is

authorised by the Financial Conduct Authority, as HGF Law is not. We are included on the financial services register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at: www.fsa.gov.uk/register.

- 15A.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints or redress if something goes wrong for this part of our business lie with the SRA and the Legal Ombudsman respectively, each of which is independent of the Law Society. Contact details can be found at paragraphs 1.3 and 12.2 above.

16 DATA PROTECTION

- 16.1 Data Protection Legislation means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law. Data controller, data processor, data subject, personal data, processing and appropriate technical and organisational measures shall all have the meaning set out in Data Protection Legislation in force in the UK at the time.
- 16.2 Each party shall comply with all the obligations imposed on a data controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

17 THIRD PARTY RIGHTS

- 17.1 For the purposes of the UK Contracts (Rights of Third Parties) Act 1999 it is confirmed that our services are only provided for our named clients and these Terms are only enforceable by you or us and not by any third party.

18 GOVERNING LAW AND JURISDICTION

- 18.1 You irrevocably agree that English law shall apply to the construction and interpretation of our relationship and these Terms and any non-contractual obligations arising out of or in connection with it and/or them and that the English courts shall have exclusive jurisdiction to resolve any disputes arising in relation to it and/or them.

19 ASSOCIATED ENTITIES

- 19.1 This paragraph applies where we are instructed by one entity ("Entity") but the ultimate beneficiary of our advice ("Associated Entity") whilst associated with, is not the entity that instructed us (for example (but without limitation) rights are held or to be held by another company in the same group, or by an employee or director) or where we are instructed by one entity but directed to seek payment from another entity or where we are instructed by one entity to take instructions from another associated entity.
- 19.2 In any circumstance such as set out in paragraph 19.1, the entity that first instructs us is our client, is our contractual counterparty and is responsible for paying our fees and (subject to paragraph 19.3) is the only person to whom we owe a duty of care.

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19.3 Without prejudice to the provisions of paragraph 19.2, as we become aware that one or more Associated Entities are engaged in instructing us we will issue them with (or require our client to issue them with or otherwise put them on notice of) a copy of these Terms and in any such case, where that Associated Entity continues to engage with us in relation to our instructions after being put on notice of these Terms, that Associated Entity will thenceforth: (a) be deemed to be a co-client of our client and the provisions of these Terms will apply to that co-client (*mutatis mutandis*), whereupon that Associated Entity will have joint and several liability hereunder with the Entity, and (b) be the person to whom we owe a duty of care in performing the Services.

20 INTRODUCERS

20.1 This paragraph applies where our initial instructions are received from an entity (the "**Introducer**") that is not the ultimate beneficiary of our advice but is in a professional or fee based relationship with the ultimate beneficiary of our advice (the "**Introduced Client**") (for example, but without limitation, the Introducer is a patent or trade mark attorney or a lawyer who practices in another jurisdiction who has the Introduced Client as a client).

20.2 In any circumstance such as set out in paragraph 20.1, we will initially regard the Introducer as our client, as our contractual counterparty and as responsible for paying our fees. For the avoidance of doubt until the earlier of (a) payment in full of our fees for the Services and (b) following our reliance on such a representation as is set out in paragraph 20.3 the Introduced Client is treated for the purposes of paragraph 20.4 as our client, we owe no duty of care to the Introduced Client.

20.3 Where the Introducer instructs us that the Introduced Client is responsible for paying our fees (irrespective of whether any instructions are received directly by us from the Introduced Client) such instruction will be deemed to be a representation by the Introducer that: (a) the Introducer has been duly authorised by the Introduced Client to instruct us on behalf of and in the name of the Introduced Client, (b) that the Introduced Client has been given a copy of (or otherwise been put on notice of) these Terms and (c) that any performance of Services by us will result in a legally binding contract between us and the Introduced Client on the basis set out in these Terms.

20.4 Relying on the representation made by the Introducer as set out in paragraph 20.3 we will thereafter treat the Introduced Client as our client (regardless of whether instructions continue to be sought from or given by the Introducer) PROVIDED ALWAYS THAT, in the circumstances set out in this paragraph 20.4, if at any time the Introduced Client is in material breach of any of these terms and conditions, including but not limited to any failure to pay when due any invoice duly submitted, the Introducer shall be deemed to be a co-client of and to have joint and several liability hereunder with the Introduced Client notwithstanding any performance or part performance in relation to the instructions initially given by the Introducer or subsequently given by the Introduced Client.

20.5 Following payment in full of our fees for the Services, upon the election by the Introduced Client pursuant to this paragraph 20.5, we will be deemed to have owed a duty of care under these Terms, to the Introduced Client in place of the Introducer.

21 BRIBERY, MODERN SLAVERY AND WHISTLE-BLOWING

21.1 HGF Law in the United Kingdom is bound *inter alia* by the terms of the:

- Bribery Act 2010;
- Modern Slavery Act 2015; and
- Public Interest Disclosure Act 1998.

21.2 In each case, HGF Law has a policy framed to ensure that HGF Law meets its obligations under these provisions, which policies are available for review on our website [here](#). It is a condition of our acting for you, or where you act for us as a supplier, that you in your own organisation respect and substantially adhere yourself to the principles set out in those policies. You acknowledge and agree to our zero-tolerance approach to bribery and corruption, and exploitation of people, by us, by our clients or by our suppliers.

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