

HGF GROUP STANDARD TERMS OF INSTRUCTION – NON IP SERVICES

1. GENERAL

HGF GROUP

1.1 HGF GROUP is a reference to:

- HGF LIMITED, a company incorporated in England and Wales, whose registered office is at 1 City Walk, Leeds LS11 9DX;
- HGF Business Services Limited, a company incorporated in England and Wales, whose registered office is at 1 City Walk, Leeds LS11 9DX;

affiliated companies of HGF Limited, comprising:

- HGF BV, a company incorporated in the Netherlands, whose registered office is at Zuid-Hollandlaan 7, 2596 AL The Hague;
- HGF IP Limited, a company incorporated in Ireland, whose registered office is at The Leeson Enterprise Centre, Altamont Street, Westport, Co. Mayo, F28 ET85
- HGF GmbH, a company incorporated in Switzerland, whose registered office is at OBC Suisse AG, Basel-City, Aeschenvorstadt 71CH - 4051 Basel; and

associated companies, comprising:

- HGF Law LLP, a limited liability partnership incorporated in England and Wales, whose registered office is at 1 City Walk, Leeds LS11 9DX;
- HGF Europe LLP, a limited liability partnership incorporated in England and Wales, whose registered office is at 1 City Walk, Leeds LS11 9DX; and
- HGF SAS, a firm of patent attorneys active in France whose registered office is Chez Regus - Rennes Cesson, Rue Claude Chappe, 35510 Cesson Sévigné, France,

in respect of which further details are available on request or on our website at www.hgf.com.

1.2 Thank you for accepting instructions to act as our agent to perform services as detailed below on behalf of our clients.

1.3 In these Terms of Instruction (“**Terms**”), “we”, “us”, “our”, and “HGF” are used as a reference to the member of HGF GROUP that provides you with instructions, and “you”, “your”, “yourself”, “our associate” and “the Supplier” are references to the person with whom we contract under these Terms.

Scope

1.4 These Terms shall apply to all matters in respect of which we instruct you to perform the services set out at Schedule 1 or such other services as may be agreed from time to time between the parties (“**Services**”).

Your Terms of Business

- 1.5 Where you provide your own Terms of Business (“your Terms”) that we accept, these Terms will take precedence in the event of any conflict between these Terms and your Terms, unless we expressly agree in any Instruction Letter that these Terms will be varied in accordance with specified provisions of your Terms or as otherwise agreed between you and us.

2. INSTRUCTIONS

- 2.1 All communications and notices under these Terms must be in writing. Unless otherwise agreed in writing, any person within our organisation may instruct you on our behalf, unless they clearly do not have the appropriate authority or we instruct you otherwise. You can rely on any information and instructions provided by such persons.

Electronic Communications

- 2.2 We will normally communicate with you by email, including Instruction Letters. We expect that you will do the same and neither party will hold the other party responsible for any breach of confidentiality by virtue only of normal use of such means of communication.
- 2.3 We expect you to carry out virus checks on communications you receive from us or which you send. We do not 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. PRICE

Your charges and Invoicing

- 3.1 The Prices payable by HGF in respect of the Services are contained in Schedule 1 or as may be agreed from time to time between the parties.
- 3.2 You shall be responsible for all out-of-pocket expenses incurred in the performance of your obligations under these Terms. For the avoidance of doubt the Supplier shall not be reimbursed separately for these expenses.
- 3.3 Prices should be reasonable and your invoices should set out the basis for your charges, reflecting such factors as late or incomplete instructions, the size and complexity of the matter or the need for specialised knowledge. We will look to pay your fees within 90 days of receipt of the respective invoice.

Estimates

- 3.4 If requested, you will give us estimates of future charges.
- 3.5 If, during the course of carrying out work, it becomes apparent to you that your charges are likely significantly to exceed your estimate, you should obtain our permission before exceeding your estimate.

4. CONFIDENTIAL INFORMATION

- 4.1 While acting for us, you are likely to receive information, including personal data, that relates to us as your client, or to our own clients. Such information must be kept confidential, except where disclosure is required by law or regulation, or in other exceptional circumstances, such as by your professional auditors or other advisers appointed by you from time to time.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 In consideration of the Price payable under these Terms, the Supplier assigns to HGF absolutely with full title guarantee all intellectual property rights in all materials created by the Supplier pursuant to these Terms.

6. CONFLICTS OF INTEREST

- 6.1 We expect you to avoid acting simultaneously for us and another client whose interests in the matter on which you are providing the Service for conflict, unless both clients give informed written consent to such an arrangement. Where such a risk becomes apparent to you, you should notify us so that we can discuss together how it may be resolved. In the event of a conflict, we reserve the right to transfer work to another service provider.

7. LIABILITY TO US

- 7.1 You warrant that the Services will be provided in a professional manner.
- 7.2 We expect you to carry professional indemnity insurance and Public and Product Liability cover at a level of cover not less than £5 million or equivalent in your currency. You must let us know if you have less cover. In the event of an error or omission caused by your negligence and which results in loss for us, you accept liability to us for any such loss.

8. GOVERNING LAW AND JURISDICTION

- 8.1 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.

9. BRIBERY, MODERN SLAVERY AND WHISTLE-BLOWING

- 9.1 HGF in the United Kingdom is bound by the terms of the:
- Bribery Act 2010;
 - Modern Slavery Act 2015;
 - Public Interest Disclosure Act 1998;
 - The General Data Protection Regulation and associated national legislation.
- 9.2 In each case, HGF has a policy framed to ensure that HGF meets its obligations under these provisions, which policies are available for review on our website [here](#). It is a condition of your acting for us 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 you, our Service provider.

10. DATA PROTECTION

- 10.1 When processing personal data (as defined in relevant Data Protection Laws) in the course of performing the Services, both parties shall comply with relevant data protection/privacy legislation applying in their country. Where you act as data processor (as defined in relevant legislation) the **Data Protection Schedule** below shall apply.

11. ACCEPTANCE OF TERMS

- 11.1 These Terms will automatically apply when you provide all or any part of the Services to us in response to our instructions.

12. TERMINATION

- 12.1 Without prejudice to the above, this agreement may be terminated by either party on reasonable notice in writing or immediately if the other commits a material breach of this agreement (which if the breach is capable of remedy, has not been remedied within 14 days of being required to do so) or in the event of the other party going into liquidation or having a receiver or administrator appointed.

Data Protection Schedule

1. Definitions

1.1 In this Schedule:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: (a) the GDPR; (b) the UK Data Protection Act 2018; (c) any laws which implement any such laws; (d) any laws that replace, extend, reenact, consolidate or amend any of the foregoing; and (e) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
Processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process , processing , processed , and processes shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;

Protected Data means Personal Data received from or on behalf of HGF, or otherwise obtained in connection with the performance of the Supplier's obligations under this Agreement; and

Sub-Processor means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.

1.2 Unless otherwise expressly stated in this Agreement the Supplier's obligations and HGF's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Agreement.

2. Compliance with data protection laws

The parties agree that HGF is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause HGF (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3. Supplier indemnity

3.1 The Supplier shall indemnify and keep indemnified HGF against:

3.1.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Supplier of its obligations under this Schedule; and

3.1.2 all amounts paid or payable by HGF to a third party which would not have been paid or payable if the Supplier's breach of this Schedule had not occurred.

4. Instructions

The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with HGF's written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform HGF of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform HGF if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

5. Security

The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

6. Sub-processing and personnel

- 6.1 The Supplier shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by HGF and only then subject to such conditions as HGF may require. This requirement does not apply to disclosure of relevant Protected Data to intellectual property offices in furtherance of instructions received from HGF.
- 6.2 The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 6.3 The Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Schedule in respect of Protected Data that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations.
- 6.4 The Supplier shall remain fully liable to HGF under this Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.
- 6.5 The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:

- 6.5.1 adequately trained on compliance with this Schedule as applicable to the processing;
- 6.5.2 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
- 6.5.3 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
- 6.5.4 provide relevant details and a copy of each agreement with a Sub-Processor to HGF on request.

7. Assistance

- 7.1 The Supplier shall (at its own cost and expense) promptly provide such information and assistance (including by taking all appropriate technical and organizational measures) as HGF may require in relation to the fulfilment of HGF's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws).
- 7.2 The Supplier shall (at its own cost and expense) provide such information, co-operation and other assistance to HGF as HGF requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with HGF's obligations under Data Protection Laws, including with respect to:
 - 7.2.1 security of processing;
 - 7.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 7.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
 - 7.2.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to HGF's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

8. Data subject requests

The Supplier shall (at no cost to HGF) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to HGF which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without HGF's express written approval and strictly in accordance with HGF's instructions unless and to the extent required by law.

9. International transfers

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to another country which is outside the European Economic Area without the prior written consent of HGF (which may be refused or granted subject to such conditions as HGF deems necessary).

10. Records

The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of HGF. Such records shall include all information necessary to demonstrate its and HGF's compliance with this Schedule, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other information as HGF may reasonably require from time to time. The Supplier shall make copies of such records available to HGF promptly.

11. Information

The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to HGF (at the Supplier's cost) such information as is required to demonstrate the Supplier's and HGF's compliance with their respective obligations under this Schedule and the Data Protection Laws,

12. Breach

12.1 The Supplier shall promptly (and in any event within 24 hours) notify HGF if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.

12.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as HGF requires to report the circumstances referred to in paragraph 12.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

13. Deletion/return

13.1 The Supplier shall (and shall ensure that each of the Sub-Processors and Supplier Personnel shall) without delay (and in any event within 3 days), at HGF's written request, either securely delete or securely return all the Protected Data to HGF in such form as HGF reasonably requests after the earlier of:

13.1.1 the end of the provision of the relevant Services related to processing of such Protected Data; or

13.1.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement,

and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform HGF of any such requirement).

14. Survival

This Schedule shall survive termination or expiry of this Agreement for any reason.

15. Cost

The Supplier shall perform all its obligations under this Schedule at no cost to HGF.