

## HGF SAS STANDARD TERMS OF BUSINESS

### 1 GENERAL

#### HGF SAS

1.1 Thank you for instructing HGF SAS (“**HGF**”) to act as Patent Attorneys and/or Trade Mark Attorneys on your behalf. HGF is a company incorporated in France; any reference in these Terms to a “partner” is a reference to a person who is a shareholder in HGF SAS. Our registered office is at Chez Regus - Rennes Cesson, Rue Claude Chappe, 35510 Cesson Sévigné, France.

1.2 In these Terms of Business (“**Terms**”), “we”, “us”, “our”, “HGF” and “the firm” are used as a reference to HGF SAS, and “you”, “your”, “yourself”, “our client” are references to the person with whom we contract under these Terms.

1.3 As French patent and trade mark attorneys, HGF is regulated by the *Compagnie Nationale des Conseils en Propriété Industrielle (CNCPI)*. Details of the professional rules by which we are bound can be found on CNCPI’s website ([www.cncpi.fr](http://www.cncpi.fr)).

1.4 As European patent attorneys, HGF is also regulated by the Institute of Professional Representatives before the European Patent Office (“**epi**”). Details of their professional rules can be found on the epi’s website ([patentepi.com/en/](http://patentepi.com/en/)): [epi Code of Conduct and epi Rules on Discipline](#).

#### Scope

1.5 These Terms shall apply to all matters in respect of which we accept instructions from you to perform professional services as Patent Attorneys and/or Trade Mark Attorneys (“**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

1.6 When you instruct us from time to time, we may 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. Except as otherwise agreed in writing, 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

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 The Services are provided by HGF and the contract to provide Services is between you and HGF and not with any individual partner or employee of HGF or consultant acting for HGF. You agree that no partner, employee or consultant of HGF shall bear any personal liability to you for Services provided by HGF.

### 2 INSTRUCTIONS

2.1 Unless otherwise agreed in writing, any person within your organisation may instruct us on your behalf, unless after cautionary investigation they clearly do not have the appropriate authority. 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, and not personally confirmed as received, 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 at our website [hgf.com](http://hgf.com). When sending us instructions, always send a copy by email to [docketing@hgf.com](mailto:docketing@hgf.com) and ensure you receive a personal acknowledgement of receipt.

- 2.6 Wherever possible, to avoid misunderstanding, language and communication difficulties, or problems arising from clients based outside France 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 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 French 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 French or 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 Patent and Trade Mark Offices often impose time limits, and failure to meet these limits can be fatal to the rights concerned. "Late" instructions are those which do not give us reasonable time to act within such official time limits. 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. Please remember that registration of patents, trade marks and design rights can take years and that there may be little activity for long periods followed by a situation that requires immediate action by you.
- 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 we attempt to take urgent action notwithstanding Late instructions or late payments to us, 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.

#### Minimum Instruction

- 2.9 In the absence of specific instructions, we will assume we are instructed to take the minimum steps necessary to maintain rights pending. However, in the event that you are in breach of any of these Terms and/or you become insolvent or enter liquidation or administration and your supervisor does not maintain this agreement and/or you or your supervisor have not supplied advance payment on account if requested (see paragraph 4.12

below), we reserve the right not to incur expense in taking such minimum steps.

#### Renewals

- 2.10 If you instruct a third party to make payments in respect of periodic renewal or maintenance fees for patents, designs, trade marks and applications therefor, we will not monitor those payments or their deadlines and will not accept liability in respect thereof or of our failure to forward to you any overdue notice or other reminder received by us from the relevant authority as agent of record, unless you specifically request and we agree and are permitted to charge for this service. However, without liability for any failure, we will generally forward such notices and reminders to you in these circumstances as a matter of courtesy.

#### Updating information

- 2.11 It is important that you inform us promptly of any change in relation to: (a) any primary contact; (b) your name and contact details; (c) any change of ownership or the grant of licences of or under any patent, trade mark or other relevant rights. Many such changes must be officially registered to be legally recognised. We accept no liability in respect of any loss of rights as a consequence of your failure to inform us of such changes or to instruct us to record them in relevant official registers.

#### Electronic Communications

- 2.12 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.
- 2.13 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. foreign lawyers, patent attorneys, draftspersons, translators, consultants) to perform the required work. You authorise us to instruct such third parties directly, including HGF Consultants seconded from associated companies mentioned in paragraph 4.8 below. 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, other than HGF Consultants, are not part of nor are they the agents of HGF; 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.

## 4 PROFESSIONAL FEES

### Our charges

- 4.1 Our charges are based on variable charges reflecting professional time spent, fixed charges or a combination of both, together with any expenses or disbursements we are required to make on your behalf. Our variable charges (which are calculated by reference to hourly rates) may be adjusted to reflect a number of relevant factors such as late or incomplete instructions, the size and complexity of the matter or the need for specialised knowledge. Our fixed service charges apply in relation to specific tasks (e.g. filing of a patent application) or by agreement. Our hourly rates are primarily based on the seniority and experience of the professional staff involved. Our charges are calculated at the rates that are current when the work is carried out.
- 4.2 Any estimate given to you shall be valid for two months, or any other period expressly mentioned in such estimate. We reserve the right to review and adjust our pricing structure periodically. A schedule of our fixed service charges is available on request, along with the hourly rates of attorneys acting on your instructions. Following any such review we will notify you from time to time of any changes to our pricing structure.
- 4.3 As stated above in paragraph 2.9, we will take the minimum steps necessary to maintain rights pending. We are entitled to charge you accordingly. Pending patent, design and trade mark applications can give rise to events triggered by the relevant patent office. In addition third parties may contact us regarding any registered rights. We need to report these to you and we will make appropriate charges for such reports, including disbursements incurred. It may be necessary for third parties to take action without first notifying us (e.g. translating official actions of local patent offices). It is important, therefore, if an application or a granted right is no longer of interest and further expense is not to be incurred in relation to it, that you instruct us accordingly. In the absence of such instructions, we reserve the right to charge for expenses so incurred.
- 4.4 In the event that HGF 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 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 French value added tax ("VAT") which will be charged to French 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 local representatives' 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 apply a mark-up of up to 15% when invoicing you for disbursements made on your behalf.

- 4.8 HGF is one of a group of associated companies trading in different countries under the name HGF and sharing many resources. As such, we are able to provide services in some other countries directly. Unless instructed by you to the contrary, and where it is appropriate to do so, we will second as consultants ("HGF Consultants") the services of colleagues in such associated companies to perform work required by you in their country. We will charge you for their services as our own professional services, and in that event, subject to paragraph 14, we will have full responsibility for those services.

### Estimates and Invoicing

- 4.8 If requested, 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 the currency quoted on our invoice in cleared funds, within 30 days as from the date of the invoice.

### 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. Any bank interest paid to HGF in respect of money paid on account is the property of HGF.
- 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 interest rate applied by the ECB to its own most recent refinancing operations plus 10% on any overdue account. Moreover a recovery fee of €40 will be applicable unless we could demonstrate that the recovery cost are higher. 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.

## 5 FILING

- 5.1 If you would like to transfer your work to other professional advisors, we will copy our files relating to your work as you request and at your expense and release the copy file(s) to you or your new advisors. We reserve the right to charge reasonable expenses in closing files, as well as opening them.

### 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 French 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 if you request, however we cannot accept any liability for their accidental loss or destruction. Our policy on retention of files is available on request.

## 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. 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 paragraph 11 below).
- 6.4 Our files, records and other documents and data relating to our clients are stored by HGF in electronic or paper form. Paper

documents are stored in our offices or are in the care of our staff when removed from the office for business reasons such as home-working, visiting clients or proceedings at official offices. Electronic documents are retained on our own servers located in our offices or on the servers of third party providers.

## 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 (see also paragraph 22 below), 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 through the official register of a patent office. You agree that this fulfills our obligations under any and all relevant provisions of the CNCPI and the epi 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.

## 9 INDEMNITY FOR THREAT OF INFRINGEMENT PROCEEDINGS

- 9.1 When we send any warning on your behalf to a third party, insofar as this may be necessary in any country, 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 a French Patent or Trade Mark Attorney and his/her client are privileged under Article L 422-11 of the French Intellectual Property Code and Article 12.3 of the CNCPI Rules of Procedure. Communications between a solicitor and client are also usually subject to privilege. 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, including for HGF's defence in a litigation, as provided by Article 226-14 of the Criminal Code. 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. However, we will in any case respect our deontological rules.

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 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: [hgf.com](http://hgf.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 Disciplinary Chamber (Chambre de Discipline) of the CNCPI situated at the Institut National de la Propriété Industrielle ("INPI").

## 13 TERMINATION OF RELATIONSHIP

13.1 You may terminate our relationship on reasonable notice in writing to us. We may terminate our relationship with you where we have good reason to do so (including but not limited to non- or late payment by you of our invoices or failing to provide payment in advance where so requested) 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 or to any third party incurred on your behalf prior to the date of termination.

## 14 LIABILITY TO OUR CLIENT

### Exclusion of liability

14.1 As a general principle, we act upon a best-efforts obligation and not a performance obligation. Therefore, 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, 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 under civil contractual liability;

(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 French IP Code, and more specifically Article 55 of the 31 December 1971 law provide that ("*Toute personne autorisée par le présent chapitre à donner des consultations juridiques ou à rédiger des actes sous seing privé, pour autrui, de manière habituelle et rémunérée, doit être couverte par une assurance souscrite personnellement ou collectivement et garantissant les conséquences pécuniaires de la responsabilité civile professionnelle qu'elle peut encourir au titre de ces activités*"). As a matter of best practice we have cover in excess of that expectation and, provided cover is available and affordable in the insurance market, our level of cover will be not less than €5 million. 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's sole responsibility and HGF 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 affecting 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 France, 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. You are responsible for paying our fees even if the court orders another party or other parties to contribute towards your costs.
- 15.3 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. Lawyers have a duty to comply with relevant professional conduct rules. These duties override any obligation that the lawyer may have if it is inconsistent with them.

**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, including the *Informatique et Libertés* law No. 78-17 of 6 January 1978. 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 France 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.
- 16.3 It is specified that (i) HGF and you act as independent data controllers for the processing of personal data that they respectively implement for the purposes of managing their commercial relationship, and that (ii) HGF is considered to be data controller with regard to the processing of the Client’s personal data for the purposes of providing the Services and relating to the Client’s browsing on HGF’s website.
- 16.4 This processing of personal data carried out by HGF in its capacity as data controller is governed by HGF’s Privacy Policy accessible [here](#), which you are invited to consult for complete information on the commitments of HGF for the protection of your privacy. You can also contact HGF’s Data Protection Responsible Person, by writing to:  
**By post**, to Martyn Fish, HGF Limited, 1 City Walk, LEEDS, LS11 9DX, United Kingdom, and / or  
**By email**, to [mfish@hgf.com](mailto:mfish@hgf.com)

**17 THIRD PARTY RIGHTS**

- 17.1 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 If you are a French company or individual, you irrevocably agree that French 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 French courts shall have exclusive jurisdiction to resolve any disputes arising in relation to it and/or them. Otherwise English law shall apply and the English courts shall have exclusive jurisdiction.

**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.
- 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 is bound *inter alia* by the terms of the:

- Law n°2016-1691 of December 9, 2016 (Loi “Sapin 2”) ; and
- Rules of the French labour and criminal codes and in particular those relating to modern slavery.

21.2 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 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.

**22 ACCEPTANCE OF TERMS**

22.1 Notwithstanding that these Terms will automatically apply when we provide all or any part of the Services to you, we would appreciate it if you would confirm your acceptance of these Terms by signing and returning a copy of these Terms.

By ticking this box, you indicate your disapproval of our using your name as set out in paragraph 7.1 above.

I hereby agree to these Terms of Business on behalf of:

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[Client Name]

Signed

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Dated

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