

HGF Limited Standard Terms of Business

1. GENERAL

HGF LIMITED

- 1.1 Thank you for instructing HGF LIMITED (“**HGF**”) to act as Patent Attorneys and/or Trade Mark Attorneys on your behalf. HGF is a company incorporated in England and Wales with company number 08998652. Our registered office is at 1 City Square, Leeds LS1 2ES.
- 1.2 HGF Limited is a company incorporated in England and Wales. References to a “Partner” in these Terms or in our dealings with you are to senior members of our organisation and do not denote that HGF Limited is a partnership or that any individual has personal liability for the obligations of HGF Limited. The use of “Partner” at HGF is used as a marketing term and means either a director, employee, or consultant with equivalent standing and qualifications. In these Terms of Business (“**Terms**”), “we”, “us”, “our”, “HGF” and “the firm” are used as a reference to HGF LIMITED, and “you”, “your”, “yourself”, “our client” are references to the person with whom we contract under these Terms.
- 1.3 As UK patent and trade mark attorneys, HGF is regulated by the Intellectual Property Regulation Board (“**IPREG**”). Details of the professional rules by which we are bound can be found on IPREG’s website (ipreg.org.uk/): IPReg Code of Conduct.
- 1.4 As European patent attorneys, HGF is 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/): epi Code of Conduct and epi Rules on Discipline.
- 1.5 The VAT Registration number of HGF Limited is GB 189 0834 69.

Scope

- 1.6 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 shall constitute a separate engagement and a separate contract between you and us, unless we agree otherwise in writing.

Letter of Engagement

- 1.7 When you instruct us, we may also issue one or more letters (“**Letter of Engagement**”) 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 Letter of Engagement(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 Letter of Engagement.

Our Client

- 1.8 Subject to paragraphs 19 and 20, the client for the purposes of these Terms will be the person or entity identified as such in our Letter of Engagement or otherwise agreed in writing. That client will be responsible for payment of our fees in accordance with paragraph 5 and will be bound by these Terms. If no client is expressly identified, the person or entity on whose behalf instructions are given will be treated as our client.
- 1.9 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.
- 1.10 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 Letter of Engagement(s) from us, the terms in the Letter of Engagement(s) shall prevail.
- 1.11 These Terms will apply unless and until varied or replaced by us on notice to you in writing. No variation to these Terms (other than a variation made by us under this paragraph) will be effective unless agreed in writing by a partner of HGF.
- 1.12 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.
- 1.13 We may be required by law to verify the identity of our client and/or persons connected with our client. We will request such information and documentation as we reasonably require to comply with those obligations. We will not be able to act for you until we have received and are satisfied with that information. We reserve the right to charge for any time spent in complying with these requirements in accordance with our usual charging rates.

2. INSTRUCTIONS

- 2.1 Unless otherwise agreed in writing, we may accept instructions from any person within your organisation whom we reasonably believe to have authority to instruct us on your behalf. We are entitled to rely on any instructions or information provided by such person unless you notify us otherwise in writing.

- 2.2 We have no responsibility to advise on matters outside the scope of our engagement or to update advice once issued. We accept no responsibility for any advice in draft form, which is provided for discussion purposes only, is incomplete, and should not be relied upon. Our advice is given on the basis that you have provided all relevant information, which is true, accurate and not misleading to the best of your knowledge, information and belief. We will not verify such information unless expressly agreed. We are not responsible for any loss or damage arising from reliance on inaccurate, incomplete or misleading information or from defects in documents 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. 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 you to provide timely, clear, complete and accurate instructions and information. We accept no liability for any instructions that are not received by us in writing, or that are late, unclear, incomplete or inaccurate. Instructions must be sent by email and copied to docketing@hgf.com, and will only be treated as received when we have expressly acknowledged receipt. We are not responsible for any loss or damage arising from a failure to comply with these requirements.
- 2.6 We accept no responsibility for any misunderstanding or error arising from oral instructions that are not confirmed in writing. Where instructions are urgent, provided outside our usual business hours (Monday to Friday 9.00am to 5.00pm local time), or submitted not in accordance with 2.5, you are responsible for giving us prior notice and for any resulting failure or delay in execution if you do not do so. Where practicable, instructions should be provided in English. We may accept instructions in other languages, but we will not act on them until they have been translated into English. You are responsible for the cost of any translation and for allowing sufficient time for this.
- 2.7 Patent and Trade Mark Offices often impose time limits, and failure to comply with which may result in the irrevocable loss of rights. Instructions are "Late" where they do not allow us reasonable time to act before the relevant deadline, and in any event where they are received less than five (5) working days before that deadline. While we will use reasonable endeavours to meet deadlines, we accept no liability for any failure to do so where instructions are Late. We may notify you of relevant deadlines and required actions, but we are not obliged to provide reminders, incur costs on your behalf, or take any action unless you instruct us to do so.
- 2.8 Where we receive Late instructions or late payment, we may be unable to act in time and your rights may be lost. If, notwithstanding this, we attempt to take urgent action, we may apply additional charges to reflect the urgency, which you agree to pay. Any such action or charges do not waive your responsibility to provide timely instructions.

Minimum Instruction

- 2.9 In the absence of specific instructions, we are not obliged to take any action. However, we may, at our discretion, take such minimum steps as we consider appropriate to maintain your rights pending further instructions. Any such steps will be taken solely at your risk, and you agree to pay our charges and any associated costs incurred. We may decide not to take such steps in any circumstances, including (without limitation) where you are insolvent or in breach of these Terms, or where we have requested and not received payment on account.

Renewals

- 2.10 Where you instruct a third party to make payments in respect of renewal or maintenance fees for patents, designs, trade marks or related applications, we will not monitor such payments or applicable deadlines and accept no liability in connection with them. This includes (without limitation) any failure to forward to you notices, reminders or other communications received by us from any relevant authority as agent of record. We will only provide such monitoring or forwarding services if you expressly request them and we agree to do so, in which case we may charge for that service. Notwithstanding the above, we may, at our discretion, forward such notices or reminders to you as a courtesy, but we are under no obligation to do so and accept no liability for any failure or delay.

Updating information

- 2.11 You must promptly inform us of any changes to: (a) your primary contact; (b) your name or contact details; or (c) ownership of, or any licence relating to, any patent, trade mark, design or other relevant rights. Notification of such changes is for our information only and does not constitute an instruction to take any action. Many such changes must be formally recorded in official registers to be legally effective, and we will only take such action if you specifically instruct us to do so. We are under no obligation to consider whether any such changes should be recorded unless instructed to do so. We accept no liability for any loss of rights arising from your failure to notify us of such changes or to instruct us to record them.

Electronic Communications

- 2.12 We will normally communicate with you by email. You acknowledge that communications over the internet are not secure and may be

intercepted, delayed, corrupted or not received. We accept no liability for any loss, damage or disclosure arising from such risks, including (without limitation) any non-receipt, late receipt or corruption of communications. We may use filtering systems for spam, viruses and other undesirable material, which may result in communications not reaching the intended recipient. If you have concerns about receipt of any communication, you should contact us by alternative means. You should notify us if there is any information that should not be sent electronically.

2.13 You must not, whether knowingly or negligently, introduce into our systems any viruses, malware or other malicious code. You must ensure that all electronic communications and files sent to us are appropriately checked using up-to-date security measures. You will be responsible for any loss or damage we suffer as a result of a breach of this clause.

2.14 You are responsible for protecting your own systems and data. We accept no liability (including in negligence) for any loss, damage, corruption or unauthorised access affecting your systems or data arising from viruses, malware or other harmful code, or from the use of electronic communications, networks or third-party systems. This exclusion also applies to any third-party systems you instruct us to use, including docketing or similar platforms.

3. ARTIFICIAL INTELLIGENCE (AI)

3.1 HGF may use AI, including Generative AI, to support us in the delivery of client work. All outputs are reviewed by the person responsible for that client work. More information on how we use AI can be found on the Legal Documents section of our website.

3.2 You acknowledge that certain legal risks may arise from your own use of AI in connection with a matter on which you have instructed us, including potential loss of confidentiality and/or legal privilege. If you have any questions or concerns regarding your use or potential use of AI in connection with a matter you have instructed us on, please contact the person responsible for carrying out your instructions.

4. WORKING WITH OUR HGF GROUP & THIRD PARTIES

HGF Group

4.1 In the course of providing the Services, we may involve those working within the companies of the wider HGF group, details of which are shown on our website. We will remain responsible for the overall performance and delivery of the Services and we will continue to act as your primary point of contact; you will not have a direct contractual relationship with those companies, unless agreed otherwise. We will take reasonable steps to ensure that appropriate confidentiality obligations and personal data protection safeguards are in place. By agreeing to these Terms, you acknowledge and consent to our working in this way. If you have any questions or concerns about this arrangement, please let us know by contacting the person you have instructed.

Specific Legal Services (HGF Law LLP)

4.2 In some matters, you may require specific legal advice or representation. In such cases, we may refer the work to HGF Law LLP, an associated company authorised and regulated by the SRA to provide legal services in England and Wales. This means that you will be contacted directly by HGF Law LLP and will need to enter into a separate Letter of Engagement and terms of business with them and thereby contract directly with them, not with us. Any legal services they provide will be governed solely by that agreement and will not be covered by these Terms. We do not receive any referral fee, commission, or other financial benefit from HGF Law LLP in connection with this referral. By instructing us, you acknowledge and agree to the possibility of such a referral. However, you are under no obligation to use HGF Law LLP and are free to choose your own legal advisors. Should you choose to instruct another legal advisor, we will cooperate with them as reasonably required to support your instructions.

Instructing External Third Parties

4.3 During our work for you we may also need to instruct other third parties that are not affiliated or associated with HGF (e.g. foreign lawyers, patent attorneys, draftspersons, translators, consultants, searchers, renewal providers) to perform the required work. 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 irrevocably.

4.4 Such third parties 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.

5. PROFESSIONAL FEES

Our charges

5.1 Our Letter of Engagement will set out our agreement of the basis upon which our fees will be charged to you. Unless agreed otherwise our fees will be based principally on the time we spend in working on your matters. We may agree a fixed fee, capped fee or other arrangement. Our Letter of Engagements outline the current relevant hourly rates for the personnel involved in any matter.

5.2 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.

- 5.3 We reserve the right to review and adjust our pricing structure and any fee arrangement agreed with you periodically. A schedule of our fixed service charges, along with the hourly rates of attorneys acting on your instructions included in your Letter of Engagement, and is available on request. Following any such review we will notify you from time to time of any changes to our pricing structure and/or fee arrangement with you. Our charges are increased usually at least annually.
- 5.4 As stated above in paragraph 2.9, we may take the minimum steps necessary to maintain rights pending. We are entitled to charge you accordingly. Patent, design and trade mark matters may give rise to communications or actions initiated by relevant authorities or third parties, including in relation to pending applications and registered rights. When we report such matters to you we are entitled to charge for doing so, including any disbursements incurred. In some cases, third parties may incur costs or take steps without prior notice to us (for example, translating official communications), and you will be responsible for such costs. If you no longer wish to maintain any application or right or to incur further expense, you must notify us promptly. In the absence of such instructions, we may continue to incur costs and charge you accordingly.
- 5.5 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 15), we may charge you in respect of such handling.

Payment of expenses and disbursements

- 5.6 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 and disbursements may include but are not limited to official fees, as well as those of third parties (see paragraph 3, above). They may also include such items as photocopying costs, bank charges, bank transfers, courier charges, reasonable travel costs, meeting expenses, translation costs and telephone and fax charges. You will be responsible for reimbursement of such expenses and disbursements.
- 5.7 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.
- 5.8 Fees and official charges of other professionals who are not part of HGF, including overseas trade mark and patent attorneys, as well as other parties are outside our control and they may be changed without notice and vary with exchange rate fluctuations scope of work, volume of work and so on. 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.

Patent Validation

- 5.9 When validation work we do for you involves a translation, we offer to obtain that on your behalf or you may provide your own translation. To cover our costs in instructing requirements and obtaining translations from third parties on your behalf, we apply a mark-up of up to 25% when invoicing you for translation disbursements.

Estimates and Invoicing

- 5.10 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.
- 5.11 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.
- 5.12 We will submit invoices to you on a regular basis (usually monthly or at appropriate stages in the conduct of the matter).
- 5.13 Unless otherwise agreed, our invoices are payable, in sterling in cleared funds, within 30 days of the date shown on the invoice.

Payment on account and late payments

- 5.14 We may require you to make payments on account. 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.
- 5.15 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. If the base rate falls below 0%, interest will instead be charged at a fixed rate of 6%. 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.
- 5.16 We do not accept payment in cash or crypto currency.

6. FILING

- 6.1 Our files, both paper and electronic, remain our property at all times. Unless otherwise agreed, we retain copyright and all other intellectual property rights in materials we create for you. Subject to payment of our fees, we grant you non-exclusive licence to use those materials for the purpose for which they were created. On request, we will provide copies of documents to which you are entitled and which are necessary to enable you to continue your matter with other professional advisors. This does not include internal working papers, drafts, or documents created for our own purpose. We may charge a reasonable fee for copying and administrative time. We may retain your file until all outstanding fees and expenses have been paid, to the extent permitted by law.

Destruction of files

- 6.2 We may store files in paper form, electronic form, or a combination of both. We will retain files and papers relating to your matter for at least six years from completion (or such longer period as required by law or regulation), after which we may destroy them without further notice to you. We may convert paper documents to electronic form and destroy the originals, unless they are original documents which we consider it appropriate to retain. We will take reasonable care of any original documents held by us. We shall not be liable for any loss or damage to such documents except to the extent caused by our negligence or wilful default. We do not charge for storing original documents, but may charge a reasonable fee for retrieval, copying or delivery. If you require copies of documents, we will provide them if available, subject to payment of our reasonable costs. Our Retention Policy is available on request.

7. CONFIDENTIAL INFORMATION

- 7.1 We will keep confidential all information relating to you and your matter that is disclosed to us or obtained by us in the course of acting for you. We may disclose such information:
- (a) where required or permitted by law or regulation;
 - (b) to our partners, employees and consultants for the purposes of providing our services;
 - (c) to our professional indemnity insurers, auditors and other professional advisers; and
 - (d) to third-party service providers and agents engaged by us in connection with our business, provided that they are subject to appropriate confidentiality obligations
- 7.2 We may act for other clients on matters which are similar to, or compete with, those on which you instruct us. In doing so, we will take all appropriate steps to protect your confidential information. We are not obliged to disclose to you, or use on your behalf, any information which is confidential to another client or which is not known to the individuals acting for you. The knowledge of those individuals will not be treated as the knowledge of the firm for the purposes of our engagement with you. Nothing in these Terms requires us to disclose information where to do so would breach any duty of confidentiality owed to another person.
- 7.3 We maintain arrangements designed to protect our clients' interests and confidential information, including the use of separate teams and information barriers where appropriate. Where such arrangements are in place, we may act for other clients whose interests may be adverse to yours, provided that we comply with applicable professional and regulatory requirements, including those relating to conflicts of interest (see paragraph 10).

8. SEARCHES

- 8.1 Any searches you request (including those for registered trade marks, patents, or for clearance purposes), 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 and search results may not identify all relevant documents or rights. We will exercise reasonable skill and care in commissioning, conducting and reporting searches, and will endeavour to draw your attention to any material limitations of which we are aware. We shall not be liable for any failure to identify a particular document or item in a search unless such failure arises from our negligence.

9. CLIENT'S PRIVILEGE

- 9.1 Communications between UK Patent and Trade Mark Attorneys and their clients are, in certain circumstances, protected by statutory legal professional privilege under applicable legislation. This means that, subject to limited exceptions, such communications do not have to be disclosed to third parties without your consent. Privilege depends on confidentiality being maintained. If privileged communications are shared with third parties (for example, with another party to a dispute or other external advisers or uploaded to open-source AI tools) privilege may be lost and the documents may become disclosable. You are responsible for maintaining the confidentiality of privileged communications. Please let us know if you would like further guidance on this.

10. CONFLICTS OF INTEREST

- 10.1 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. 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.
- 10.2 We carry out conflict checks when taking on new clients and material new matters. You agree to provide such information as we reasonably

require to enable us to do so.

- 10.3 If a conflict arises or a significant risk of a conflict becomes apparent after we have begun acting we may cease acting for one or more 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 10.1 also apply in the case of a later arising conflict.

11. CLIENT CARE AND COMPLAINTS

- 11.1 We value our good relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings arise. If you have any concerns you should raise them with your usual contact at HGF. We also operate a formal complaints procedure. We will send this to you on your request, or you can find it on our website: www.hgf.com.
- 11.2 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 this website: www.legalombudsman.org.uk.

12. TERMINATION OF RELATIONSHIP

Your right to terminate

- 12.1 You may, by notice in writing, terminate our appointment on any or all matters at any time.

Our right to terminate

- 12.2 We may decline to accept instructions or cease acting for you where we consider it necessary to comply with our legal, regulatory or professional obligations, or where continuing to act would be inappropriate or may adversely affect our professional or ethical position. Where we cease acting, we will do so on reasonable notice unless we are required to stop acting immediately.
- 12.3 We may terminate our relationship with you where we have good reason to do so including but not limited to:
- 12.3.1 non- or late payment by you of our invoices or failing to provide payment in advance where so requested;
 - 12.3.2 you are in material breach of any of the provisions of these Terms;
 - 12.3.3 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;
 - 12.3.4 you fail to provide adequate, timely and reasonable instructions; or
 - 12.3.5 you fail to provide information that has been requested pursuant to paragraph 1.1231.12 by giving you reasonable notice in writing.
- 12.4 In all cases, if the relationship is terminated we will require you to pay our charges and expenses up to and including the date of such termination together with all further sums due to HGF 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.

13. LIABILITY TO OUR CLIENT

Proportional Liability

- 13.1 There is a risk that we will be prejudiced by any limitation or exclusion of liability which you agree with any other person (for example, another adviser) in connection with a matter on which we are advising you. This is because such limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person by way of a contribution if we were required to pay you more than our proper share of the liability. Accordingly, in order that our position is not adversely affected by any limitation or exclusion of another person's liability, you agree that we will not be liable to you for any amount which we would have been able to recover from that other person by way of indemnity, contribution or otherwise but are unable to recover because you agreed, or are treated as having agreed, with them any limitation or exclusion on their liability.

Third party liability

- 13.2 If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against you joining them, in that way.

Liability Cap

- 13.3 Nothing in these Terms or any Letter of Engagement will limit any liability that we may have to you in respect of any loss caused by our fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or in any other situation where the law prohibits us from excluding or limiting our liability to you, including in respect of any death or personal injury resulting from our negligence.
- 13.4 Unless otherwise agreed with you, our aggregate liability to you in relation to the Services is limited to five million pounds (£5,000,000) (the

“**Liability Cap**”). The Liability Cap will apply to our aggregate liability to you and to all other persons on any basis (including, for example, contract or negligence) for all Losses (defined in paragraph 13.12) arising from or in connection with our Services in relation to the relevant matter.

- 13.5 To reflect our insurance cover, where we prepare standard or template documents for you, all claims arising from one act, error or omission or one series of related acts, errors or omissions will be regarded as one claim.
- 13.6 We shall not be liable for any indirect or consequential loss, including any loss of profits, loss of business or loss of opportunity.

Professional Indemnity Insurance

- 13.7 We maintain professional indemnity insurance. Our regulator IPReg, expect that “professional indemnity insurance (PII) is in place that is commensurate with the risks presented by our business and which meets IPReg’s current Minimum Terms and Conditions”. As a matter of best practice, 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.

No contract with or claim against individual employees / partners

- 13.8 You acknowledge that we are a limited company and that there is no contract between you and any individual employee, consultant or partner of HGF Limited. Any advice given to you by an employee, consultant or partner is given by that person on behalf of HGF Limited and that person does not assume any personal responsibility to you for that advice. Accordingly you will not bring any claim against any individual employee, consultant or partner in respect of Losses which you suffer or incur, directly or indirectly, in connection with our services. None of the provisions of this paragraph 13.8 will limit or exclude the liability of HGF Limited for the acts or omissions of HGF Limited employees, consultants or partners. This paragraph 13.8 is intended for the benefit of HGF Limited employees, consultants and partners. However, these Terms and any Letter of Engagement may be varied or rescinded from time to time without the consent of all or any of those persons.

No third party reliance

- 13.9 Unless otherwise agreed in our Letter of Engagement, any advice provided by us is for your benefit alone and is given solely for the purposes of the engagement for which it is sought. It may not, without our written consent, be used or relied upon by third parties.

Limitation on exclusions

- 13.10 The exclusions and limitations in this paragraph 13 will not operate to exclude or limit any liability for fraud or reckless disregard of professional obligations. Nor will they exclude or limit any liability in any jurisdiction in which any relevant claim is made if, and to the extent that, liability under the laws or rules of professional conduct in that jurisdiction is not permitted to be excluded or limited.

Force majeure

- 13.11 We shall not be liable to you if we are unable to perform our Services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

Losses

- 13.12 In paragraph 13, by “**Losses**” we mean all demands, claims, actions, proceedings, damages, payments, losses (including consequential loss and loss of profit), costs, expenses or other liabilities.

14. LITIGATION

- 14.1 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.
- 14.2 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.
- 14.3 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. 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.

15. DATA PROTECTION

- 15.1 We are aware of our responsibilities under applicable data protection legislation including the UK General Data Protection Regulation (“**UK GDPR**”) and the Data Protection Act 2018, and, where relevant (e.g. you are based in the EU or your data is handled by an EU-based entity), the EU General Data Protection Regulation (“**EU GDPR**”). We will process the personal data you provide to us for the purposes of carrying out the work you have instructed us to do. We may also use your data to send you information about our services, newsletters, seminars or events we believe may be of interest to you.
- 15.2 In order to carry out the work you have instructed us to do, we may need to share your personal data with third parties, including other companies

within the HGF group (i.e. our affiliated companies and associated companies), some of which are located outside the UK (including in the EU and Switzerland). Where we transfer your data outside the UK, we ensure that appropriate

safeguards are in place to protect your data in accordance with the UK GDPR and the Data Protection Act 2018. These may include adequacy decisions, standard contractual clauses, or other lawful mechanisms. We only share the information needed to deal with the work you have instructed us to carry out. You also have rights over your data, like accessing and correcting it, and you can contact our Data Protection Officer (DPO) if you have any requests.

15.3 For details on how we handle your data and your rights, please see our Privacy Policy available on our website at [Legal Documents - HGF](#). From time to time we may pass your details to a third party for the purposes of carrying out the work you have instructed us to do. You may request details of the personal data we hold about you at any time by contacting our DPO at dataprotection@hgf.com.

16. FREEDOM OF INFORMATION

16.1 If you are a public body, we are aware of your obligations under the Freedom of Information Act 2000. However, the advice we provide to you is provided in confidence and information you obtain from us about our business, including our charges, is confidential and commercially sensitive. You agree not to disclose our advice or information about our business to third parties without our consent or unless you are subject to a court order.

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. Notwithstanding this, any limitation or exclusion of liability contained in these Terms shall apply to any liability we may have to any person who is not our client, to the fullest extent permitted by law.

18. GOVERNING LAW AND JURISDICTION

18.1 You irrevocably agree that the law of England and Wales 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 courts of England and Wales shall have exclusive jurisdiction to resolve any disputes arising in relation to it and/or them.

19. ASSOCIATED ENTITIES

19.1 Where we are instructed by one entity, that entity is our client and contractual counterparty.

19.2 We do not owe a duty of care to any other person (including any associated or group company), unless we expressly agree in writing that such person is also our client.

19.3 Where another entity is involved in providing instructions or receiving the benefit of our services, we may require that entity to enter into these Terms and a separate Letter of Engagement. If it does so, it will be treated as a client and will be jointly and severally liable for our fees.

20. INTRODUCERS

20.1 Where our instructions are received from a law firm or other professional adviser acting on behalf of its client (the "End Client"), that law firm or adviser is our client and contractual counterparty.

20.2 The instructing law firm or adviser is responsible for payment of our fees and expenses, regardless of whether it is reimbursed by the End Client.

20.3 We do not owe a duty of care to the End Client unless we expressly agree in writing to act for that person. Any advice we provide is given solely for the benefit of our client and may not be relied upon by any other person without our prior written consent.

20.4 We may communicate directly with the End Client where appropriate, but this does not of itself create a client relationship or duty of care.

20.5 A person who is not our client shall have no right to enforce any term of these Terms. Notwithstanding the foregoing, any limitation or exclusion of liability contained in these Terms shall apply to any liability we may have to any person who is not our client, to the fullest extent permitted by law.

20.6 If we agree to accept instructions directly from the End Client, this will be subject to separate agreement and terms of engagement.

21. BRIBERY, MODERN SLAVERY AND WHISTLEBLOWING

21.1 HGF in the United Kingdom is bound among other things by the terms of the:

21.1.1 Bribery Act 2010;

21.1.2 Modern Slavery Act 2015; and

21.1.3 Public Interest Disclosure Act 1998

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. 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. MONEY LAUNDERING LEGISLATION

Notification to NCA and consent

- 22.1 Under UK money laundering legislation, we are required to put in place procedures to help prevent money laundering. If we know or suspect (or have reasonable grounds for suspecting) that a matter or transaction involves money laundering we may, in accordance with our statutory obligations and those procedures, make a notification of our knowledge or suspicions to the National Crime Agency (**NCA**).
- 22.2 You should be aware that, depending on the circumstances, we may be precluded from seeking your consent or informing you that we have made that notification. We may also have to stop working on your matter for a period of time and may not be able to tell you why.
- 22.3 You agree that we may make any notifications which we consider appropriate to comply with money laundering legislation and our anti-money laundering procedures, provided that we act in good faith. This applies whether or not we are under a legal duty to make the notifications in question.
- 22.4 We may assume, unless or until you advise us to the contrary, that you do not have any knowledge or suspicion that a matter or transaction on which you instruct us involves the proceeds of crime in any jurisdiction.

Verification requirements

- 22.5 The money laundering legislation and our internal procedures require us to verify the identity of new clients and in some circumstances existing clients, and need to conduct other background and ongoing checks. We are required to retain records of the identification obtained. We may also be required to make detailed enquiries as to the source of funds being used in relation to a transaction on which we advise. We refer to these requirements as the "**Client Verification Requirements**".
- 22.6 Where possible, we try to meet the Client Verification Requirements using information from public sources or through electronic verification services. However, we may need you to provide information and evidence of identity (for example a passport or driving license) and of home address (for example a utility bill or bank statement). Where the client is a corporation or other legal entity, we may need evidence of the identity of directors or other principals, or shareholders.
- 22.7 We may delay commencing work, decline to act or (if appropriate) cease to act if the Client Verification Requirements are not met to our satisfaction.
- 22.8 We may charge you in the normal way for work which we have to do and for expenses incurred for the purpose of meeting Client Verification Requirements.
- 22.9 You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.

23. YOUR ACCEPTANCE OF TERMS

- 23.1 Your acceptance of these Terms will automatically apply when we provide all or any part of the Services to you.