

TERMS OF BUSINESS

These Terms of Business constitute the contractual basis on which we Haseltine Lake LLP, a limited liability partnership registered in accordance with the provisions of the UK Limited Liability Partnership Act 2000 ("Haseltine Lake LLP") will provide intellectual property services to and undertake intellectual property work for you, our client, being any person, company, partnership or other entity instructing Haseltine Lake LLP to conduct intellectual property services ("the Client"). Throughout these Terms of Business The words "we" or "our" refer to Haseltine Lake LLP and the words "you" or "your" refer to the Client.

1. QUALITY OF SERVICE

In providing intellectual property services to you, we will act in accordance with current standards of good professional practice and the requirements of the European Patent Institute (EPI), the Chartered Institute of Patent Attorneys (CIPA), the German Patentanwaltskammer, the Italian Ordine dei Consulenti in Proprietà Industriale and/or the Institute of Trade Mark Attorneys (ITMA) as the case may be. We will act fairly and reasonably towards you with a view to your best interests and to the preservation and enhancement of your intellectual property rights.

We want you to feel satisfied with every aspect of our service. If at any time you are dissatisfied we hope in the first instance that you will be able to discuss this with the attorney responsible for your work. If the matter is not resolved in this way you can invoke our complaints procedure by telephoning or writing to "The Complaints Officer" at our registered office. The Complaints Officer will investigate the matter on your behalf and seek to resolve the matter to your satisfaction. If no such resolution can be reached, you retain the right to raise an official complaint with the Office for Legal Complaints.

From time to time it may be necessary for us to instruct patent or trade mark agents/attorneys in other jurisdictions or other professionals such as notaries, search analysts or technical experts on your behalf. We will select such third party service providers based on the best information available to us as to their expertise and ability but we will not be liable for any losses arising from their negligence or default.

2. IDENTITY OF CLIENTS

It is essential that we know the precise identity of the Client and the person(s) authorised to instruct us on behalf of the Client. At the start of our working relationship with you we will ask you to specify the entity that is to be our client and to confirm the identity and status of the person or persons who are authorised to provide instructions to us on behalf of that entity. Thereafter, any change to the instructing entity or the authorised person(s) must be notified to us in writing. In the case of joint applicants of proprietors we will require that one person only shall be authorised to provide instructions (although all applicants/proprietors will be jointly and severally liable for settlement of our fees and charges in accordance with the provisions of these Terms of Business).

Where we receive instructions from lawyers, attorneys or agents, they and not the persons for whom they act, shall be deemed to be the Client and shall be responsible for settlement of our fees and charges in accordance with the provisions of these Terms of Business.

Where the Client makes arrangements for us to render invoices to a third party (such as an investor or another company in the same group) or for a third party to settle our invoices, the status of the Client as our client does not change and the Client remains liable for settlement of fees and charges in accordance with the provisions of

these Terms of Business.

3. COMMUNICATION WITH CLIENTS

In order to secure and protect your intellectual property rights we may at times have to comply with strict deadlines imposed by registries (such as the European Patent Office). We will give you as much notice as we reasonably can of such deadlines and of their significance and of anything that we require from you in order to be able to meet them. The provision of timely, complete and accurate information from you in response to any such requests is critical. In the absence of such information we will act on the basis of the last instructions that we have received from you and will do all that we reasonably can to preserve your intellectual property rights but we will not be liable if rights are lost or impaired as a result of any failure on your part to provide the required information.

We can communicate with you by mail, fax or e-mail. We will take reasonable steps to ensure confidentiality but we cannot guarantee the complete security or confidentiality of any such means of communication and we accept no liability for any corruption to or disclosure of data sent by these means. Nor can we accept liability for any viruses which may be introduced into your data or your computer systems as a result of electronic communications emanating from us (although we do invest in a range of protection measures and carry out regular virus checks).

4. CONFIDENTIALITY & CONFLICT OF INTEREST

We have a strict professional obligation not to disclose (save as required by law) any confidential information that you provide to us in connection with our work on your behalf. It is your responsibility to ensure that any information supplied to us which is not in the public domain and which if disclosed could prejudice your ability to obtain intellectual property protection is strictly controlled within your organisation to avoid unintended disclosure prior to intellectual property rights being secured.

Because of the nature of the work that we do and the relatively small size of the patent and trade mark professions within Europe it is likely that we will at times act for two or more Clients within the same industry sector who might regard themselves as competitors. Our professional rules of conduct prohibit us from acting for both parties in a particular dispute or transaction and we operate additional voluntary restrictions which are outlined in our Conflict of Interest Policy, a copy of which is available on request.

5. CHARGES

We will invoice you at regular intervals for work done on your behalf. Value added Tax (VAT) will be added to all our charges as required by law. Our charges are made up of three separate elements as follows:

- Service charges – these are fixed fees payable for routine

procedural steps involved in the processing of intellectual property rights and are priced in accordance with our current published tariff (available on request) which is reviewed periodically.

- Hourly charges – these are primarily time-based charges for the work of our attorneys and other professional staff. At the start of our working relationship you will be notified of the current rates for attorneys involved in your work. The rates are based on the seniority and expertise of our attorneys and are reviewed periodically. Copies of the current rates applicable to your work are available on request. Occasionally it may be appropriate for us to augment our current rates to take account of exceptional urgency, complexity or resourcing requirements.
- Disbursements – these are the direct fees, costs and charges associated directly with the carrying out of your work or payable to registries or to third parties (such as foreign agents) on your behalf. We reserve the right to invoice you in advance in respect of any high value disbursements such as official fees or travel costs.

Where we provide an estimate of costs, this is given as a guide only to assist you in budgeting and should not be regarded as a firm quotation or a fixed or capped fee. Estimates may in particular be liable to change as a result of fluctuations in currency exchange rates. Any estimates given are net of VAT which will be added as required by law.

6. PAYMENT TERMS

Unless otherwise agreed, payment of all our invoices is due within 30 days of the date of invoice. Any bank transaction or conversion charges in connection with your payment are for your account and will be re-invoiced if deducted from your payment. Interest will be charged on late payments at the rate of 3% above the base rate from time to time of the Royal Bank of Scotland plc, accruing on a daily basis from the due date. In the event that debt recovery action against you becomes necessary, we will hold you responsible for all agency and legal costs that we incur in connection with such recovery.

If you have any query or complaint regarding an invoice, please raise it with the attorney responsible for your work immediately on receipt of the invoice. While the matter remains in a valid dispute process, you will not be asked to pay the disputed element but you will be obliged to pay any undisputed element of the invoice (including any disbursements) and any other outstanding invoices relating to the same or other matters.

We are under no obligation to provide credit terms and may require payment on account of service charges, hourly charges or disbursements before undertaking intellectual property services on your behalf. This is the firm's normal practice in relation to new Clients in the SME or private client sector, and in relation to Clients who have previously failed to pay in accordance with our standard Terms of Business.

7. LIMITATION OF LIABILITY

It is a professional requirement that we carry professional indemnity insurance to a minimum value of £1 million. We carry additional insurance cover to a total value of not less than £5 million which is the full limit of our liability to you in respect of any or all work done. If because of the scale, value or complexity of a particular intellectual property matter, you believe that a level of insurance cover in excess of £5m is required, then you must advise us accordingly. We will seek extended cover, but we reserve the right to levy an additional charge to you to reflect the cost of the additional insurance premium.

8. RENEWALS & MAINTENANCE FEES

Haseltine Lake LLP does not provide any services in connection with the renewal or maintenance of granted or registered IP rights or with

the payment of pre-grant maintenance fees. It is our usual practice to refer all such cases to HL Renewals LLP which is a related but separate business. In the absence of any instructions from you to the contrary we will deem you to have authorised us to instruct HL Renewals LLP to undertake renewals and maintenance fee services for you in accordance with their terms of business. They will correspond directly with you in relation to all such matters and will invoice you directly for all work done.

9. TERMINATION OF CONTRACT

We expect to act for you until completion of your transaction or transactions but if we are unable to secure clear or proper instructions from you, or if the relationship of trust and confidence breaks down, or if you fail to settle invoices validly rendered by us in accordance with these Terms of Business then we may terminate the contract by providing reasonable notice in writing.

You may bring your contract with us to an end at any time by informing us in writing of your wish to do so. We have a contractual lien over any documents or other property belonging to you and held by us until such times as you have settled any outstanding fees, charges and disbursements properly rendered by us.

Where the attorney/Client relationship is brought to an end by you or by us, all outstanding invoices will fall due for immediate payment and any charges not yet invoiced will be invoiced immediately and will fall due for immediate payment.

10. RETENTION OF DOCUMENTS & RECORDS

We will keep such files and records as we consider necessary for the proper conduct of your work. These files and records remain our property at all times and we are free to determine how and for how long they should be retained and when and by what means they should be destroyed. If you have any special requirements relating to file retention or file destruction we will seek to accommodate these subject to your agreement to meet any additional costs or charges incurred.

Should you decide to transfer your work to other professional advisers we can provide copies of our files to your new advisers (subject to reasonable copying charges) or can arrange for your advisers to have access to our files to take such copies or notes as they may require. In either case, information or access can only be provided once all our properly rendered charges have been settled in full.

11. REGULATORY

Haseltine Lake LLP is governed by the provisions of the Legal Services Act and is regulated by the Intellectual Property Regulator in relation to the provision of intellectual property services.

Haseltine Lake LLP is registered under the Data Protection Act and operates electronic systems for data storage and receipt to ensure efficient handling of Client data. By instructing us you are deemed to consent to the electronic storage of data relating to your transactions.

In order to comply with legislation relating to money laundering and/or the prevention of terrorism and other crimes, we will undertake such identity checks as may be necessary to confirm your identity and standing.

The use of the courtesy title "Partner" by a proprietor or employee of Haseltine Lake LLP is not intended to and does not infer or confirm either that the individual is a Member of Haseltine Lake LLP or that the individual has any personal liability for the acts or omissions of Haseltine Lake LLP.

Your agreement with us is governed by English Law and will be subject to the jurisdiction of the English Courts.