

TERMS OF ENGAGEMENT

Powell Gilbert LLP is a limited liability partnership in accordance with the Limited Liability Partnerships Act 2000 (with registered number OC325818 and with its registered office at 85 Fleet Street, London EC4Y 1AE). The following terms (the "Terms") and the terms in any letter accompanying this document (the "Engagement Letter") comprise the terms on which Powell Gilbert LLP is engaged to provide legal advice (together, the "Terms of Engagement"), and apply to all matters on which Powell Gilbert LLP is instructed unless varied in writing. If any conflict arises between the Engagement Letter and the Terms, the Engagement Letter will prevail.

Reference in the Terms to "partner" indicates a member of Powell Gilbert LLP. It shall not be construed as indicating that members of Powell Gilbert LLP are carrying on business in partnership for the purposes of the Partnership Act 1980.

In these Terms, the expressions "we", "us" and "our" refer to Powell Gilbert LLP and "you" and "your" refer to our client. You confirm that you are acting as principal and not as an agent for anyone else. The contract under which our services are provided to you is with Powell Gilbert LLP and not with any individual partner, employee or agent of Powell Gilbert LLP.

From time to time, we may consider it necessary or appropriate to amend or supersede these Terms by new terms, in which case we will notify you of the changes and, unless we hear from you to the contrary within 14 days after such notification, we will work on the basis that the amendments or new terms have been agreed to by you.

1. Instructions and scope

We are entitled to act on the instructions of any of your employees or agents and rely on any information they provide to us. We shall carry out the engagement as recorded in the Engagement Letter and shall not be responsible for any failure to advise or comment on any matter which falls outside the scope and limitations of the engagement. We will have no responsibility to update any advice for events and changes in law that take place after it is issued.

Advice provided is for your benefit only and solely for the purpose to which our engagement relates; it may not be used or relied on for any other purpose or by any person other than you without our prior written agreement. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between such joint clients as to sharing of costs. Unless we are instructed otherwise, instructions are understood to be for the purposes of all those instructing us and we will be entitled to act on instructions received from any one client.

We aim to ensure that the same people deal with your matter throughout. If a change becomes necessary, we will inform you promptly of the reason for the change and make a proposal as to a suitable replacement to deal with the matter.

We will liaise with third parties on your behalf as necessary. However, unless otherwise expressly agreed with you, any third party will be instructed on your behalf and will not act as

our agents. We assume no responsibility or liability for the advice or services provided to you by any such third party.

If you ask us to liaise with any third parties on your behalf, we may communicate to them all material (whether or not privileged and/or confidential to you) which we believe may be relevant to assist them in advising you.

2. Our liability

You acknowledge that in entering into our agreement, you do not rely on and will have no remedy in respect of any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to our retainer or not) other than as expressly set out in our agreement. You acknowledge and agree that this document and our engagement letter together constitute the entire agreement between you and us.

You indemnify us against all loss we may incur in connection with any court order made or sought against us or any individual partner, employee or agent of Powell Gilbert LLP personally, where we have been acting in accordance with your instructions.

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

- 2.1 Our liability to you shall be limited to £10 million or such higher amount as is set out in the Engagement Letter. This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.
- 2.2 In addition to the other limitations in these Terms, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.
- 2.3 If you start proceedings against us for loss and 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 those proceedings. This is subject to any legal prohibition against your joining them in that way.
- 2.4 Any claim shall be brought only against the firm and no claim shall be made against any of our partners, employees or agents even where our partners, employees or agents have been negligent. This restriction will not operate so as to exclude the liability of Powell Gilbert LLP for the acts or omissions of any of our partners, employees or agents. Our partners, employees and agents shall be entitled to the benefit of this paragraph under the Contracts (Rights of Third Parties) Act 1999.
- 2.5 The extent to which any loss or damage will be recoverable by you from us will also be limited so as to take into account any dishonesty and/or contributory negligence by

you, your other advisers and/or any third party responsible to you and/or liable in respect of such loss.

2.6 We shall not be liable to you:

(a) for any loss or damage, however suffered, caused by inaccurate, late or incomplete instructions; or

(b) for any loss or damage, however suffered, caused by failure or delay or the consequences of any failure or delay in the performance of your instructions if it is due to any event beyond our reasonable control including, without limitation, acts of God, industrial disputes, protests, war, fire, flood, storm, explosion, acts of terrorism and national emergencies; or

(c) for any indirect or consequential loss however suffered; or

(d) for any act or omission of, or any advice or opinion that is provided by, a third party (including, but not limited to, counsel, another lawyer or an accountant, consultant or expert) even if that third party was recommended or instructed by us.

2.7 The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s.60(5) precludes the exclusion of such liability.

2.8 As solicitors admitted to practice in England and Wales we are able only to advise on English law. Where we are asked to coordinate, instruct, or obtain advice from lawyers or advisors for example in another jurisdiction, we do so as your agent and do not accept any liability whatsoever in relation to any advice provided by such third party.

Details of our indemnity insurance are available on request (subject to reasonable notice).

3. Security of Communications

If there are any particular limitations on the way in which you would like us to communicate with you, please advise us in advance. Unless otherwise instructed by you, we may use email in the course of carrying out work for you, including for the sending of bills. In the absence of written agreement to the contrary, we shall not be required to encrypt, password protect or digitally sign an email or attachment.

The transmission of information by email has inherent risks and such communications may become lost, delayed, intercepted, or corrupted or be otherwise altered or rendered incomplete. We will try to ensure that electronic communications that we send you are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you agree to do likewise with any electronic communication you send to us. However, we do not accept and will not have any responsibility or liability to you or any third party (except in the case of our negligence, bad faith or wilful default) in respect of any loss or damage arising out of or in connection with the failure of any electronic communication to arrive with you or any third party at any time and in the form intended by us, or the receipt of any such communication by any person for whom it was not intended by us, or the accidental transmission of any virus or corrupting material.

Cyber-crime is increasing, there are numerous ways in which attackers seek to cause disruption and benefit financially. Fraud by email can involve phishing or spoofing. Phishing emails claim to be from your bank, HMRC or someone else with whom you do business. Typically, you will be asked to click on a link and provide confidential details or open an attachment that contains a programme which effectively 'spies' on all your activity on your computer or phone. Spoofing involves creating a duplicate email address that looks like it comes from your known contact.

Please be vigilant when opening and responding to emails. The firm accepts no responsibility or liability for malicious or fraudulent emails purportedly coming from the firm and it is your responsibility to ensure that any emails apparently coming from us are genuine before relying on anything contained within them.

It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office immediately by telephone using the phone number on our letter of engagement. Do not reply to or act on any requests until you are sure that the contact is genuine. Never click on a link in an email if you are not sure the email is genuine.

We may communicate with you by mobile telephone. Whilst every effort will be made to ensure that conversations of a confidential nature cannot be overheard, you should be aware that communications on a mobile telephone are not secure and can be intercepted. Please let us know if you would prefer that we do not communicate with you or discuss your confidential information by mobile telephone.

4. Our costs

You will be liable to us for the following items, which together make up our costs:

- Our professional fees, that it is to say the fees we charge you for the work our partners and employees undertake on your behalf;
- The cost of any third parties whom we may retain on your behalf to assist us in this matter, such as Counsel (barristers) and experts;
- Our incidental charges, to the extent not included within our professional fees, such as Court fees, search fees, travelling expenses, photocopying and printing, courier charges, video conferences and conference calls arranged via external telecoms providers.

We refer to the second and third items above together as "disbursements". In addition, VAT will be charged as applicable on our fees and those expenses and disbursements that are liable for VAT.

(a) Our Fees

Unless some other basis for our fees is agreed with you in writing, our fees will be based on the amount of time spent by the partners and professional staff dealing with the matter, at their standard hourly charging rates in effect when our services are rendered. Such time will include, but not be limited to, meetings, travelling time, considering, drafting and working on letters, documents, pleadings and other papers; written and electronic correspondence; and telephone calls. Our hourly charging rates

are inclusive of all ordinary post, fax and telephone expenses. However, we reserve the right to charge for copying of documents and producing document bundles.

Our hourly charging rates are reviewed and adjusted from time to time and we will let you know in writing of any changes that may affect any matter on which you have engaged us.

Any costs estimate is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation or a fixed or capped fee unless otherwise agreed in writing.

Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based upon the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

(b) Disbursements

In instructing us, you are also authorising us, unless you inform us to the contrary, to incur as your agent such disbursements as we consider necessary. We will consult with you before incurring any significant disbursements. Where we are likely to incur any significant disbursement on your behalf, we may ask you to put us in funds either before the disbursement is incurred or so as to enable us to discharge the disbursement (including VAT) on receipt of invoice. It is a condition of our engagement that we are put in funds for such disbursements immediately upon request.

(c) Value Added Tax

Any hourly charging rates which we may quote to you and any fee estimates given by us are net of Value Added Tax (VAT), which will be charged as applicable on our fees and those expenses and disbursements that are liable for VAT.

The general position on whether VAT will be charged on the legal services we provide to you is as follows:

- if you are based in the UK, VAT will be charged;
- if you are based in the European Union, VAT will be charged unless you provide us with your VAT number; and
- if you are based outside the European Union, VAT will not be charged.

5. Billing

We will issue bills to you at appropriate intervals, normally on a monthly basis. Bills are payable in full within 30 days of the date of the bill. If a bill is not settled in full within that time period, we reserve the right to charge interest on the outstanding sum at the rate for the time being applicable to judgment debts, to exercise a right of lien over papers under our control and to suspend or terminate the provision of our services. We will also instigate reasonable credit control procedures, which may include sending invoice reminder letters. We reserve the right to hold you responsible for any costs and expenses we incur in recovering sums due

from you. In the case of commercial debts we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

We reserve the right to request payments in advance on account of fees, expenses and disbursements.

Please be wary of any message you receive which suggests you should pay money to any other bank account than the accounts advised either on our invoice paper or at the outset of your case. That applies even if the message is in an email, letter or phone call which purports to be from us. If you have any concerns, please do not hesitate to contact Tim Powell (E: tim.powell@powellgilbert.com or T: +44 (0)20 3040 8030).

6. Client Funds

Money we hold on your behalf is deposited in a designated client bank account. Powell Gilbert LLP does not accept any liability for any default by the bank in making payment when due, including refunding money to you. In the event of such a default, you may be entitled to claim under such financial services compensation scheme as may be operated by the Financial Services Authority at the relevant time.

Our professional conduct rules provide that we may deduct from money held on your behalf such sums as are required to settle bills that we have issued in accordance with clause 5 above, together with any interest which may be due to us.

We pay interest on client funds in accordance with the Solicitor's Accounts Rules. Further information on our interest policy can be downloaded from our website.

7. Litigation

We draw your attention to certain rules governing the allocation of costs between parties to litigation before the English Courts. Similar rules apply, although usually with smaller amounts being awarded, to proceedings before the Patents and Trade Mark Registries. By analogy, the same general principles usually apply in arbitration.

The general rule is that, if a party is successful in any application to the Court made during the course of litigation or is successful in the litigation overall, the Court is likely to make an order for payment of its costs by the other side. If a party is unsuccessful, then an order to pay the other side's costs may be made against the losing party. If a party is successful overall but has pursued or defended claims on which it is unsuccessful, such party is likely to be awarded only a proportion of its costs and could be liable to the other party in respect of those parts of the case the successful party lost.

Even if a party is awarded all its costs, it is rare for such party to recover the full amount of its actual costs. In addition, there is always the risk that the losing party may not be able to pay all of the costs awarded, and the successful party may also be required to incur further charges and expenses in order to effect the recovery of costs from the other party.

Generally, a successful party is entitled to interest on any costs awarded from the date of the costs order.

From 1 October 2010, recoverable costs in proceedings before the Intellectual Property Enterprise Court (formerly known as the Patents County Court) will generally be capped at £50,000 for liability and £25,000 for an inquiry as to damages or an account of profits.

Costs orders are sometimes awarded on applications to the Court made during the course of the litigation. Such orders are generally payable within 14 days of being made.

If a party withdraws an action, cause or matter, the other party is entitled to have an order from the Court that the withdrawing party pays its costs.

You are responsible for payment of our costs even if you obtain a Court order that your costs, or part of them, should be paid by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. There is often a delay in recovery of costs because of the process of assessing, and possibly also then recovering, those costs from the paying party.

8. Legal Expenses Insurance

In actions where litigation is contemplated and where you may have a potential liability for another party's costs (in addition to your own), you should consider whether you have existing policies providing legal expenses insurance and, if so, let us have details at the outset. If you do not have any such insurance, it may be that it will be appropriate for you to consider taking out such insurance. Please feel free to raise the question of legal expenses insurance with us, if you would like to discuss further.

If you do have legal expenses insurance, you should be aware that insurers often do not indemnify before completion of an action. You will remain liable to pay our bills when rendered and at the end of the action even if you have not yet been indemnified by your insurers.

9. Conflicts

If an actual or potential conflict between your interests and the interests of another of our clients should arise during the course of an engagement, or it appears to us that such a conflict could arise in the future, we will discuss the position with you and determine the appropriate course of action. Depending on the nature of the conflict, Professional Conduct Rules may require us to stop acting for you on that matter or may require us to obtain your consent and that of the other client to continue to act on the matter.

10. Confidentiality

All information which we have regarding you and your affairs obtained through acting for you and which is confidential to you will be kept confidential in accordance with our professional and legal obligations to keep the affairs of clients confidential, unless you instruct us to disclose it or we are compelled to disclose it by law. Except in situations where we have a direct conflict of interests between two clients, we are free to act for any other clients who may wish to instruct us. We may, therefore, act for clients who are your competitors and on whose behalf we may hold confidential information. When instructing us, you agree that we will not be under an obligation to disclose this information to you because of our duty of confidentiality to our other client(s).

Solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make such a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

In the event that you require us to work in association with other advisers you have engaged, we will assume that we have your authority to discuss relevant confidential information with them and to provide information and relevant documentation to them, unless you tell us otherwise.

External firms or organisations may conduct regulatory audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your confidential information.

Where it is necessary and/or efficient to do so we may ask other companies or people to provide administrative services in relation to the work that we do for you (such as, for example, bulk photocopying). If you do not want administrative services relating to the work we do for you to be outsourced, please inform us as soon as possible.

After we have completed our work for you, there may also, exceptionally, be situations where we are asked to act against you, and where information we hold for you is material in relation to the new instruction. In those circumstances, we would protect your information by the use of an "information barrier" involving total separation of personnel and all information held. No member of staff who had acted for you or had access to your files would be allowed to act on the new instructions. Similarly, no one acting on the new instructions would be able to have access to any information or documents we hold for you. All staff would be asked to give suitable confidentiality undertakings. If you need any further assurance on the protections we would put in place, please speak to the partner in charge of your matter.

11. File storage

We will store files and other papers for such time as we judge reasonable or for such time as we are required by law, but in any event for a period of not less than six years after sending you a final bill in respect of the matter to which those materials relate. Such files and papers will comprise documents which belong to you and some which belong to us. After this period we may destroy such files and other papers, including those documents which belong to you, without further reference to you, unless we have specifically agreed otherwise with you. We may preserve files and other papers on microfilm or by other means of image processing or in electronic form.

We normally store files and papers free of charge but reserve the right to charge for the storage of any papers you have asked us to retain for you. Also, we do not normally charge for retrieval of stored files in response to continuing or new instructions from you. However, in all other cases, we reserve the right to make a charge, based on time spent and expenses, for the retrieval, delivery and/or re-storage and considering or complying with requests relating to stored files and other papers.

12. Data protection and marketing

The information you provide to us is confidential, however we must also observe the requirements of applicable data protection legislation (including the requirements of the EU General Data Protection Regulation as it is applied in the UK) when we process personal data. We have set out what we collect and how we process personal data in our Privacy Notice, which you can view at www.powellgilbert.com/Privacy, or by emailing us at dataprotection@powellgilbert.com.

Powell Gilbert LLP is the controller of all personal data that we hold about you or individuals connected with our instructions from you, such as your personnel. Where relevant to our

instructions, we will share some of your information with other parties as set out in our Privacy Notice.

We do not generally transfer your personal data outside the UK or the European Economic Area, although we may do so for administrative reasons or on your request. Wherever we do so, we will take legally required steps to ensure that appropriate safeguards are in place to protect your personal data.

Where we are entitled to under the applicable data protection legislation, we may use your, or your personnel's, personal data to send further marketing information about our services (including legal updates or information about events that may be of interest). This information may be sent by post, fax, email or text, our social media accounts, or we may call you using your telephone numbers provided to us. If, at any time, you do not want to receive marketing information about our legal services or our legal updates, please advise us in writing by email to or use the unsubscribe options that we make available to you.

If you provide us with any personal data or special categories of personal data about a third party, you must comply with relevant data protection legislation when you provide that information to us. We will assume that you are entitled to share the personal data – and special categories of personal data or criminal offence data (if any) – about that third party with us for the purposes requested and/or provision of our services. If you have any questions or concerns about our use of your data, please contact the partner in overall charge of the relevant matter.

We are registered with the UK Information Commissioner as a data controller under registration number Z9823413. Our registration is publicly available at www.ico.gov.uk.

13. Concerns

If you have any comments or concerns about how a matter is being handled, our bills, or any other aspect of our service, please raise the matter with the partner in overall charge of the relevant matter, or if you prefer or you are unhappy with our initial response to your concern, with Tim Powell on T: +44 (0)20 3040 8030 or E: tim.powell@powellgilbert.com or by post to our office. We have a procedure in place which details how we handle complaints, a copy of which is available on request. A copy of the SRA Code of Conduct can be found at www.sra.org.uk.

If for any reason we are unable to resolve the problem between us, you may be entitled to have your complaint considered by the Legal Ombudsman (see www.legalombudsman.org.uk for more information on who is entitled to make use of this service). Any complaint to the Legal Ombudsman must normally be made within six months of the date of our final written response on your complaint but, for further information, you should contact the Legal Ombudsman on 0300 555 0333 or at enquiries@legalombudsman.org.uk.

If your concern relates to a bill we have submitted, you may be able to make a complaint to the Legal Ombudsman; and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974. However, please note that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for an assessment. If all or part of the bill remains unpaid during the complaints procedure, we reserve the right to charge interest as set out above.

We are committed to understanding and achieving our clients' business objectives and any suggestions as to how we can improve our service are welcomed.

14. Client identification and reporting

We are bound to comply with the UK's anti-money laundering rules. Under these rules, we must (except in certain limited exceptions) obtain specific evidence of the identity of all new clients. You will normally be requested to provide this information before we are able to proceed with your matter. We may carry out online searches or use electronic reference agencies to search sources of information relating to you in order to verify your identity, and reserve the right to charge for such checks.

On occasion, we may require information and evidence as to the source of any funding, and we reserve the right to charge for any checks we deem necessary regarding the source of funds. We do not accept payment in cash. We reserve the right to refuse requests for transfers of funds held on your behalf in our client account to accounts other than those from which they originated.

Furthermore, the anti-money laundering rules may require us to report matters to the relevant authorities in circumstances where we may be precluded from informing you that we have done so, and this may affect what we can do, and how and when we do it.

We do not accept any liability for any loss flowing directly or indirectly from our compliance with our duties (or our duties as we understand them) in respect of the anti-money laundering rules.

15. Termination

You may terminate our engagement, either generally or in respect of a particular matter or aspect of a matter, by written notice at any time. We may decline to act further by giving you notice where we have good reasons to do so (including any failure by you to settle our bills in full by their due date or to make payments on account when so requested). On termination of engagement by you or us, we will submit a bill in respect of our fees, disbursements and VAT (if the latter is applicable) to the date of termination, notwithstanding any prior alternative arrangement regarding our fees.

16. Distance Selling Regulations

If you have instructed us using a method of 'distance communication' such as by telephone or e-mail, you have the right to cancel our engagement without charge at any time within fourteen working days of your acceptance of these Terms. If you wish to do so you must inform us of your decision to cancel in writing. Your right to cancel will not apply if you agree to us beginning work in relation to your instructions prior to or during the relevant cancellation period.

17. Law and jurisdiction

As a firm of UK solicitors, we advise only on English law and EU law applicable to the UK only. If you request advice on matters covered by the law of another jurisdiction, we will at your request obtain advice on your behalf from legal advisers qualified under the laws of that jurisdiction. We are happy to recommend law firms in other jurisdictions or instruct a firm of your choice.

Your continuing instructions will amount to your acceptance of these Terms of Engagement. This contract between us shall be governed by and construed in accordance with the law of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

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