

TERMS OF BUSINESS

These terms of business apply to all work we, Mathys & Squire LLP, carry out on your behalf unless otherwise agreed in our engagement letter. If there is any inconsistency between our terms of business and the terms of our engagement letter, the terms of the engagement letter will apply. Your new or continued instructions following receipt of these terms will constitute your acceptance of them.

MATHYS & SQUIRE LLP

1. We are Mathys & Squire LLP, a limited liability partnership registered in England and Wales under registered number OC335375 and having its registered address at 120 Holborn, London EC1N 2SQ.
2. In these terms “we”, “us” and “our” refers to Mathys & Squire LLP (“the LLP”).
3. Your relationship is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No partner, employee or agent of the LLP will have any personal legal liability for that work whether in contract, tort (including without limitation negligence) or otherwise. In particular, the fact that an individual partner, employee or agent of the LLP signs in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document.
4. By accepting these terms of business you agree not to make any claim against individual members of the LLP or its employees or agents.
5. In these terms we use the term “partner” to refer to a member of the LLP or an employee or consultant of similar seniority. The use of the term “partner” shall not be construed as indicating that the members of the LLP are carrying on business in partnership under the Partnership Act 1890 or otherwise.
6. A list of the members of the LLP is available for inspection at our offices or upon request.

INSTRUCTIONS

7. We rely on clients to give us timely, complete and accurate information and instructions. Please confirm all oral instructions in writing; we will use our sole discretion in deciding whether to act upon oral instructions that are not confirmed in writing. In the absence of instructions we will use our sole discretion in deciding how best to proceed.
8. Unless you advise us in writing to the contrary, we shall be entitled to rely upon instructions and information provided by any employee, director, officer or such other person who holds him or herself out as having the authority to provide us with such instructions or information on your behalf.
9. If you wish to acquire (or are otherwise interested in) patent, trade mark, registered design or similar rights overseas, we will normally instruct attorneys or other representatives in the countries concerned, to act on your behalf. We will use our judgement in selecting appropriately qualified and experienced attorneys or representatives, but cannot take responsibility for errors or omissions on their part. If you wish us to instruct a particular firm of attorneys or representatives in any country, or otherwise wish to be involved in the choice of firms, please let us know.
10. Patent Offices and Intellectual Property Law Statutes often impose strict time limits, and we can accept no liability if you do not provide clear and complete written instructions early enough for us and, where applicable, our overseas associates to act within official time limits. We will normally tell you of time limits, and the actions or instructions that are required, but we do not undertake to give

TERMS OF BUSINESS CONT'D

reminders. In the event of late instructions or late payments to us, additional fees and charges may be incurred.

11. Please notify us promptly of any change of personnel or address or any change in ownership of rights. Many such changes have to be officially registered. Please remember that the application process for patents, trademarks and registered designs can take a considerable time and that, when granted, such rights can remain in force for many years. We will correspond with the most recent address that you have given us and can take no responsibility if such correspondence fails to reach you.

COMMUNICATIONS

12. We accept written instructions by post, fax or email. When correspondence is sent to us by fax or email it will be deemed to have been received by us at the time of receipt if this is during our normal business hours (09.00-17.30 UK time). If receipt of the transmission or email occurs after 17.30 UK time it will be deemed to have been received at 09.00 UK time on the next working day following the day of transmission or sending.
13. It is our practice to communicate wherever possible by email. Although this is usually a very efficient means of communication there are inherent risks involved including issues of security, confidentiality, corruption of data and viruses. You agree that we will not be liable for any error, loss or claim arising as a result of the use of email correspondence. If you do not wish us to communicate with you by email please let us know in writing as soon as possible.

MARKETING COMMUNICATIONS

14. We may use your contact details to keep you informed by post or email of recent developments in the firm and in those areas of intellectual property which we think may be of interest to you. Please let me know as soon as possible if you do not wish to receive such communications.

PROFESSIONAL FEES

15. All actions and attention provided by us are chargeable. These include without limitation telephone calls, reminders, meetings, maintaining databases of deadlines and actions, and reporting communications that we may receive as your agent. We will also charge for time spent travelling on your behalf and for all reasonable travel and subsistence expenses incurred in such travel.
16. The charging structure of Mathys & Squire LLP combines a professional time charge for fee earners with a tariff of service charges for specific items such as the filing of patent, trade mark or design applications and incidental items such as document preparation and transmission. Our hourly rates are primarily based on the seniority and experience of the professional staff involved. These rates are reviewed periodically. The debit notes we send you will also include disbursements, such as Patent Office fees and the charges of overseas associates that we instruct on your behalf. Where these disbursements are not in sterling, in invoicing these to you we will apply an exchange rate which reflects our costs and risks in making payments in foreign currencies. Please let us know as soon as possible if you have a query in relation to any of our debit notes.
17. VAT is chargeable to UK clients on our fees and, where applicable, disbursements.
18. If requested we will provide estimates of future costs. These will be provided in good faith based on knowledge existing at the time, but they are not binding, since costs may be affected by matters beyond our control and the amount of work involved often cannot be accurately forecast. Whilst we would not always charge for preparing the actual estimate itself, any time devoted to assessing the likely scale of work to be performed will be charged in full.
19. Until credit terms are agreed, we will require funds in advance related to the total expected costs in a particular matter. Within any agreed credit limit, our invoices are payable net monthly. Unless you have made special arrangements with us, we will always require funds in advance to cover any

TERMS OF BUSINESS CONT'D

disbursements (such as Patent Office Fees and overseas associates' fees) required to be made on your behalf.

20. We reserve the right to charge interest on any account not settled within 30 days in accordance with the then current rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended or superseded (currently a rate of 8% per annum above the Bank of England base rate). We also reserve the right to recover costs and fees (including legal fees on an indemnity basis) incurred through seeking to recover the same.
21. If cleared funds to cover a disbursement have not reached our account before the last day on which the disbursement can prudently be incurred and we nonetheless elect in our absolute discretion to make the disbursement, we shall be entitled to make an additional disbursement handling charge of up to 10% of the amount of the disbursement.
22. If any payment due to us is not made in proper time, we reserve the right to suspend further work, giving you notice that we have done so. Important and valuable rights may be lost if this happens, for which we shall have no liability, irrespective of whether we have specifically notified you of the loss of rights in question. Moreover, in circumstances where we have suspended work on your behalf through non-payment, we shall have no continuing responsibility to deal with or to forward to you correspondence received by us as your representative.
23. Unless otherwise agreed in writing by a partner of Mathys & Squire, the body or person who gives us instructions shall be responsible for paying us. In the event that you request us to render our invoices to another person for services performed on your instructions, you shall remain liable jointly and severally with that person for payment of those invoices.

CONFIDENTIALITY

24. We will treat as confidential all information provided by you in relation to a specific engagement and will not disclose such information to any third party without your prior written consent except as required to do so by law or by any person responsible for regulating our business or unless the information is already in the public domain. You hereby consent that we may disclose all such information to any overseas associates or third party advisors we instruct on your behalf in relation to a specific engagement.

FILES

25. Our files may be destroyed when no longer needed. Please therefore tell us as soon as possible if you require the return of any papers or other materials supplied to us. We reserve the right to retain any papers and materials until all payments due to us have been made. Our files and the copyright in original material within them which we have produced remain our property.
26. If work is transferred from us to another representative, and all payments due to us have been made, we will at our discretion either provide duplicate files at your expense or agree to hand over relevant extracts from the files subject to an undertaking from your new representative that we will be given access to those extracts should such access be required by us in connection with actual or contemplated legal proceedings.

LIMITATION OF LIABILITY

27. Nothing in these terms shall limit our liability for:
 - a. death or personal injury caused by our negligence; or
 - b. fraud; or
 - c. any other liability which cannot be excluded or limited under applicable law.
28. Subject to clause 27 above, we shall have no liability in contract, tort (including without limitation negligence) or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):

TERMS OF BUSINESS CONT'D

- a. loss or damage arising from errors or omissions in information or instructions provided by you or from errors or omissions in reputable third party information sources, such as patent, trade mark and designs databases; or
 - b. any indirect or consequential loss or damage howsoever caused.
29. Subject to clause 27 above, our liability in contract, tort (including without limitation negligence) or otherwise whether arising out of, in connection with or in relation to any of our services or the supply or non-supply of any services or otherwise under or in connection with this agreement shall be limited to the lesser of:
 - a. Your direct loss; or
 - b. The limit of liability referred to in our engagement letter; or
 - c. The extent of our available professional indemnity insurance from time to time, details of which are available upon request
30. Under no circumstances shall we be liable to you for the negligent acts or advice or breach of contract of or by third party advisors or other third parties who may be instructed in relation to our work for you.
31. In the event that you are advised by one or more other professional advisors in relation to a matter on which we are engaged and a limitation of liability has been agreed in relation to one or more of them, our liability to you in connection with our engagement will not be increased because of the limitation of liability agreed with other such advisors. Our liability to you under or in connection with the engagement shall be limited to that proportion of the total losses suffered or incurred by you determined to be fair having regard to the extent of our responsibility for the losses in question.
32. Our advice and the work we undertake on your behalf is provided solely for your use and benefit and must not be copied to, used or relied upon by any other party. We shall have no liability to any other person who may rely on any advice or opinion or other service which we have provided to you.

CODES OF CONDUCT

33. Mathys & Squire LLP, together with its entire professional staff, are regulated by the Intellectual Property Regulation Board (IPReg) and bound by its Rules of Conduct. Our Patent Attorneys are also bound by the Code of Conduct of the Institute of Professional Representatives before the European Patent Office. Copies of the Rules of Conduct and the Code of Conduct are available upon request.

COMPLAINTS

34. We aim to provide you with a high quality and efficient service. If however you are dissatisfied with any aspect of our service please let us know as soon as possible by contacting the partner in charge of your work. If the partner in charge of your work is unable to resolve the complaint to your satisfaction, he or she will refer the matter to our senior partner who will investigate the complaint promptly and advise you in writing of the action, if any, we will take to remedy the complaint on your behalf. If you remain dissatisfied with our response you should write directly to IPReg (www.ipreg.org.uk) on matters of misconduct, or to the Legal Ombudsman (www.legalombudsman.org.uk) on matters pertaining to service issues, asking them to assist in the resolution of the complaint.

GOVERNING LAW AND JURISDICTION

35. This agreement and any dispute arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
36. You and we agree that, solely for our benefit, the courts of England and Wales shall have exclusive jurisdiction over any claim brought by you against us arising out of or in connection with this agreement or the legal relationship established by this agreement.

TERMS OF BUSINESS CONT'D

37. We may bring proceedings against you for the recovery of monies owing to us in any jurisdiction, including (without limitation) any jurisdiction in which you are resident, domiciled, incorporated or have assets, and you irrevocably and unconditionally submit to such jurisdiction.

GENERAL PROVISIONS

38. Unless otherwise agreed in writing these terms of business will apply to all future engagements between us. The terms may only be changed with the written agreement of a partner of Mathys & Squire LLP.
39. In the event that any of these terms is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.

Mathys & Squire LLP
April 2010