

1. Olswang LLP

Olswang LLP is a limited liability partnership registered in England and Wales with registered number OC343050. It is regulated by the Solicitors Regulation Authority. Our SRA identification number is 508035.

Olswang is the business name for an international legal practice carried on by Olswang LLP and its affiliated businesses. Accordingly, all references in these Terms of Business, and in any other documents or correspondence you receive from us, to "Olswang", "the firm", "we", "us" or "our" should be read as referring to Olswang LLP and its affiliated businesses. Nothing in any such documents or correspondence should be taken to indicate that Olswang or any of its affiliated firms or businesses are unlimited liability undertakings or general partnerships.

A list of members (and of the non-members who are designated as Partners) of Olswang LLP and their qualifications is available for inspection at its registered office, 90 High Holborn, London, WC1V 6XX. We use the word "Partner" to refer to a member of Olswang LLP, or an employee or consultant of Olswang LLP or any of its affiliated businesses with equivalent standing and qualifications.

Olswang LLP maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

2. Our Terms and Conditions of Business

Olswang aims to provide a high quality service in every respect and we will make sure that the matters we handle for you proceed as smoothly and as well as possible.

Our Terms of Business govern the services to be provided to you by the firm and/or its members, Partners, employees and consultants from time to time ("Olswang Personnel") based in the UK, except to the extent that we inform you in writing that different terms apply. Our UK offices advise only on laws that apply to England & Wales.

Our Terms of Business are subject to review from time to time and you will be informed in writing of any material changes. The up to date version will always be available on our website www.olswang.com.

If any provision in any Engagement Letter you receive from us for a specific matter conflicts with our Terms of Business, the provision in

the Engagement Letter will apply. The Engagement Letter, our Terms of Business, and any additional express terms constitute the entire agreement and understanding between us.

Our agreement will apply to any future instructions you give to the firm and your new or continuing instructions will amount to your acceptance of these terms.

If we merge with another firm or transfer our business to another entity ("successor"), our agreement with you will not end by reason of the merger or transfer. To ensure continuity of service, you agree that immediately on such merger or transfer the successor will be automatically retained by you in relation to all matters upon which we were retained and all accrued rights and liabilities of the firm and its members, Olswang Personnel will automatically transfer to the successor in substitution for the firm. If the successor is a company or an LLP, your agreement will be with that company or LLP and any member, Partner, employee or consultant will at all times act as agent of that company or LLP and will have no personal liability to you.

Nothing in our agreement will entitle any third party to rely on or enforce any term of this agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Your attention is drawn to section 9 of our Terms of Business, which contain limitations on our liability.

3. Our relationship with you

3.1 Our client

References in this document to "you" mean our instructing client(s) in any particular matter. Our duties are owed only to our client on any matter on which you instruct us. These terms also apply to any of your holding, subsidiary or associated companies for whom we may act, whether we receive those instructions directly or via you.

We do not accept obligations to any other person or company, unless we expressly agree to do so in writing. In those circumstances, these terms will also apply to our work for that person or company.

3.2 Your client relationship Partner and complaints handling

Your client relationship Partner has overall responsibility for our services to you. The Partner will be supported by a team consisting of other Partners,

associates, secretaries and operational support as necessary. We will try to avoid changing the members of your team but, where this cannot be avoided, we will explain any changes to you promptly.

If you have any problems with our services, please contact this Partner or our Consultant General Counsel, currently Julia Palca. We will try to resolve any problem with you quickly through our internal complaints handling system. If for any reason we are unable to resolve the problem between us, then we will refer the matter to the Legal Complaints Service, who can be contacted at Victoria Court, 8 Dormer Place, Leamington Spa, Warwickshire CV32 5AE, on 0845 608 6565 or at www.legalcomplaints.org.uk. Details of our complaints handling scheme are included on our website www.olswang.com.

We try to make sure that our workforce is of the best quality possible. At Olswang we are proud of our culture and diversity record. Our diversity policy is available on our website where we also publish the firm's annual diversity statistics.

We recognise that staff welfare is paramount and treat any allegations of harassment, whether they concern Olswang Personnel or clients, very seriously.

If you have any further questions regarding our staff management policies, your client Partner will be happy to discuss them with you.

3.3 Your instructions

Our services in relation to each matter and our advice will be given solely in relation to that particular matter. It is not to be relied on in any other matter, nor to be disclosed to any third party without the firm's prior written consent.

Unless expressly agreed between us, your retainer will relate only to the specific matters on which we are instructed: it will not be a general retainer.

Whilst it is our policy to inform our clients and others of legal developments on an ad hoc basis by way of general updates and marketing material, our advice is given to you on the basis of the law as at the date of the advice. We will not update that advice to take into account changes in the law after that date.

4. Our charges and expenses

4.1 Charges

Unless otherwise agreed, hourly charge-out rates are the starting point for the calculation of the firm's fees. The time spent by our lawyers, research assistants and litigation clerks is recorded at a rate per hour.

Our fees may also include an additional element which reflects a number of discretionary issues which relevant legislation and the Courts permit us to take into account and which cannot be fully assessed until our work has been completed in whole or in part. These issues will apply to both contentious and non-contentious matters. We may also include an additional element when we provide or adapt standard/precedent documents for you.

Our rates may be varied from time to time and, subject to notification, are subject to uplift for necessary weekend and late night working. Details of applicable rates will be notified to you on request. Our rates are normally reviewed with effect from 1 May each year. You should be aware that, even where the rate bands described in our Terms of Business remain the same, the rates applicable to individual Olswang Personnel within each band may be varied from that date.

Olswang LLP's VAT number is GB945639582.

4.2 Real Estate and Intellectual Property services

Real Estate services may be charged on a basis which reflects the value of the property concerned.

Some Intellectual Property services are charged on a fixed fee basis and you will be sent information on the applicable tariffs.

4.3 Contentious work

If we are dealing with actual or potential litigation on your behalf, special considerations apply and you will be sent additional information regarding them.

4.4 Disbursements and expenses

Disbursements and expenses incurred by the firm on your behalf will be invoiced to you as they are incurred with VAT added where applicable.

Disbursements include Court fees, barristers' and experts' fees, law

costs draughtsmen's fees, foreign lawyers' and attorneys' fees, Patent and Trade Mark office fees, charges made by search agencies, specialist providers and investigators, trade mark watching services, design agencies and translators.

Other expenses we incur on your behalf, including telegraphic transfer or other bank fees, travel, photocopying, postage, couriers and internal telephone charges may include an additional services and handling element, which allows for the time Olswang Personnel have spent arranging such services on your behalf.

4.5 Cost estimates and fee levels

Upon request during a transaction, and wherever possible in relation to a litigation case, we will provide you with an estimate of the likely fees and disbursements. Our estimates can only be a guide and are not a cap; unforeseen problems are often encountered and a transaction or case may change with the result that the estimate will vary. Any departure from the estimate will be discussed with you as soon as possible.

If you are not satisfied with amounts charged to you in a bill you should contact the Partner responsible for the matter or your client relationship Partner immediately. If you are still dissatisfied, you can invoke our complaints handling system described in section 3.2 of this document. You may also be entitled to apply to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.

5. Payment arrangements and use of our client account

5.1 Interim billing

We may send you interim bills, normally on a monthly basis covering or part of the work done for the period of the bill. The firm will be pleased to discuss special invoicing arrangements as circumstances require.

5.2 Payment of bills

Payment of bills is due within 15 days from their date or on completion of the transaction to which the fees relate (if earlier). We may charge interest on bills which become overdue.

As long as we have provided you with the relevant invoice, we reserve the right to take any payment due to us from any money held on your

behalf in our client account.

Our fees and disbursements will be payable by you regardless of the outcome of the matter on which we have been instructed.

We do not accept cash in payment of our bills. Please settle our bills by cheque or bank transfer.

Should a third party agree to pay our fees but fail to do so, you will nevertheless be responsible for discharging them. If you request the firm to act for any company or partnership in which you have or obtain a significant interest and that entity fails to pay our bills in full by the due date, you agree to be responsible for the unpaid amount in accordance with these terms.

5.3 Funding your legal costs

During the course of your matter, we may be asked to provide a solicitors' undertaking to a third party that certain costs, fees and disbursements will be met by you. We will not give such an undertaking without first being given security by you that the cost to the firm of giving and complying with it will be met fully and promptly.

You may be able to raise funding from a third party to meet your legal fees. If you believe that your legal costs may be recoverable from a third party, for example because you have appropriate insurance, because you are a member of a body such as a trade union, or because you may be entitled to Community Legal Service – funded help (formerly known as legal aid), please check the position and discuss this with us at the start of your matter.

If you wish to consider the purchase of "after the event" insurance, please also raise this with us at the earliest opportunity.

5.4 Money on account, interest and money transfers

Our client account is held with Lloyds TSB Bank Plc. You understand that in the event of any failure of Lloyds TSB Bank Plc, they will be liable to you for any money we hold on your behalf and that we accept no liability for any loss you incur.

It is the firm's practice to request money on account of our fees and disbursements when we undertake work for a new client, work relating to actual or potential litigation or filings for trade mark, patent and design applications. This will be held in our client account on your behalf until our final bill is delivered or, if agreed by us, an interim bill is delivered or a disbursement paid. At that stage, the amount of the bill

or disbursement (plus any interest which may be due to us) will be transferred from our client account to our own funds. If the amount due exceeds the amount by which your client account is in credit, we will ask you to pay the balance promptly. If the matter is ongoing, we may ask you for a further sum on account.

We will pay interest to you on the amount held in our client account on your behalf at the rate prevailing with our bankers for that amount unless it is a relatively small amount or is held for a short time in accordance with the Solicitors Accounts Rules 1998 – please let us know if you would like further details. We will only place funds on deposit if you request this in writing.

Any funds transferred out of our client account will be sent (less bank charges) in pounds sterling (GBP) unless you request otherwise in writing in advance, in which case the funds will first be exchanged automatically into the foreign currency by our bankers at their prevailing rate and then transferred (less bank charges). We cannot negotiate an exchange rate but can tell you the rate applied and the amount transferred after the transfer is sent. Although we will do what we can to ensure funds are transferred as quickly as possible, due to the banking system we cannot guarantee the date funds will be received at your bank. You will appreciate that you are responsible for ensuring that we are provided with the correct account details.

We are able to receive funds in GBP, US dollars and Euros into our accounts held for those currencies. You must give us special instructions before sending funds in US dollars, Euros or any other foreign currency. When received, these funds are otherwise automatically exchanged by our bankers at their prevailing rate into GBP and credited to our GBP client account (less bank charges). We can advise of the actual amount credited once the GBP credit has been made.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

6. Our communications with you

Where appropriate, it is our practice to use email and extranet links to send documents and correspondence to clients. Although these are extremely effective means of communication, we are unable to guarantee the security and confidentiality of material sent over the internet and accept no responsibility for any error, loss or claim which arises as a result of any failure of security or confidentiality. Please tell us if you do not want us to communicate with you via the internet.

We check all communications with anti-virus software, but again cannot guarantee that transmissions will be free from infection and we

recommend that you also use your own anti-virus software. We operate a firewall and automatic spam filter. These may block a small number of genuine emails so that they do not reach their intended recipient at the firm. In such circumstances we will not be liable for any loss, damage, costs, interest and expense you may incur directly or indirectly as a result.

You may prefer to communicate more securely with us either generally or in particular circumstances. Should you wish, we may be able to put in place your higher security systems and working practices to facilitate more secure communication. Please feel free to mention this to your client relationship Partner.

You agree that to ensure regulatory compliance and for the protection of our clients and business, we may monitor and read emails and attachments sent to and from our servers.

7. Documents and information: storage and ownership

7.1 Document storage and retrieval

Deeds and other documents which we are holding on your behalf are kept in secure storage, either within our offices or offsite with a specialist storage company.

After completing your matter we are entitled to keep certain documents. While there is money owing to us at any time, on any matter, we are entitled to keep all of your papers and documents. This is known as exercising a lien over them.

Once these monies are paid, we will keep our papers (except those which you ask us, in writing, to return to you) for at least six years after the date of our final bill for the matter, but may destroy them after this. We will not destroy documents which you ask us, in writing, to deposit in safe custody, but reserve the right to charge for their storage.

If we retrieve papers from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, if you ask us to retrieve stored papers/files and/or transfer papers/files to a third party for a matter on which we are not to be instructed, we will usually make and keep a complete copy of all such papers/file and may charge for such retrieval and copying. We may also charge for reading, correspondence or other work necessary to comply with your instructions in relation to your papers.

We reserve the right to make a separate charge to you for searching for, retrieving and providing relevant information from our files and systems in relation to a matter on which we have acted, in connection

with assisting you in responding to a request under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

7.2 Transferring your files upon request

If we receive a request from you to transfer your files to another firm of solicitors we will review the files to ascertain which documents belong to Olswang, and which belong to you and any third parties. We may charge you for this and for any costs associated with delivering the files.

7.3 Disclosing your documents to third parties

For the purposes of best practice and compliance with relevant financial and other regulatory requirements, you agree that we may disclose to appropriate third parties your files, papers and documents for review and audit purposes. We will take reasonable steps to ensure that confidentiality is maintained.

In connection with any application to the Court for an order that the firm pay any costs incurred by you or another party to any litigation we are conducting on your behalf, or in the event that we face a claim by a third party arising from or in connection with a matter on which we have been acting on your behalf, you agree that we may in evidence or for the purpose of seeking legal or other advice, disclose your papers and documents and details of our instructions and advice.

7.4 Copyright

The firm retains its entire copyright and all other rights in all documents provided by us to you. You are granted a non-exclusive licence to use such documents for the matter for which they are provided but not otherwise.

To enable us to give the best possible advice to you and all our clients, we maintain an internal know-how system. You agree that we may retain (electronically or otherwise) originals and copies of documents produced or collated by or for us or you in connection with your instructions. We take reasonable steps to ensure that the system is secure, that such documents are anonymised where this is practicable in context and that our overriding duty of confidentiality to you is observed.

7.5 Data Protection

Olswang LLP has notified the Information Commissioner of its data processing activities under the Data Protection Act 1998. Its

registration number is Z1719741. For further information please ask to see our full Data Protection, Privacy & Information Security Policy.

When we undertake work for your business, we keep a record of contact details of individuals at your business or working on behalf of your business whom we may contact in order to carry out your instructions. We also keep other personal information (including events organised by the firm in which they have participated or expressed an interest in participating, areas of legal and commercial interest and personal preferences) provided by those individuals in order to update them from time to time with information (such as legal or commercial news) which may be of interest, and to invite them to events held by the firm. We may, with your consent, from time to time share such information with other ventures in which the firm has an interest.

Individuals at your business or working on behalf of your business may at any time contact your client relationship Partner should they wish to amend any of the information we hold and/or, in the case of e-communications such as updates, by using the opt-out facility provided on each communication, if they no longer wish to receive anything from us.

We should be grateful if you would draw these provisions to the attention of individuals at your business or working on behalf of your business with whom we may have contact.

8. Conflicts, disclosure and confidentiality

You accept that the nature of our business inevitably means that we will be representing other clients who operate in your industry and may be in competition with you. We will not under any circumstances pass on to you confidential information which we may receive from another client which may be of commercial or other interest to you. We will of course observe similar confidentiality in relation to any confidential information we receive from you.

We will also not disclose to you any information we learn in connection with sharing information with Olswang Personnel and others for the purpose of establishing whether we would have a conflict of interest in accepting instructions from another client or potential client. This means, for example, that we do not have to alert you to the fact that a third party is seeking advice on a particular matter which may be of interest to you.

We adhere to our professional conduct rules which prevent us from acting adversely to you in relation to matters on which you have instructed us. Professional conduct rules do not prevent us from acting

adversely to you in relation to matters on which you do not instruct us. Where appropriate, we will discuss and agree this with you before acting in these circumstances.

You should be aware that we act for a number of substantial commercial property clients. If we do not act for you on property related matters, we may accept instructions from clients on landlord and tenant issues where you are the tenant.

We strive to avoid conflicts. We would be pleased to clear in advance our ability to represent you in relation to "pipeline" work, where this assists with your resource planning. Our acceptance of your instructions on any particular matter is subject to us completing satisfactory conflict checks and other client intake procedures and our appointment to your panel does not constitute a general retainer.

If a conflict or potential conflict issue arises we will try to discuss the issue with you as soon as we are able to do so and will act swiftly and appropriately in relation to any concerns you have. For matters where you have residual concerns, we are able to erect Information Barriers.

Unless otherwise agreed, we may disclose to third parties that you are or have been our client, that we have acted for you on a matter, and such information regarding the matter as is in the public domain.

9. Limitations on our liability to you and indemnity

You acknowledge and agree 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 indemnify the firm against all loss it may incur in connection with any court order made or sought against it or any Olswang Personnel personally, where we have been acting in accordance with your instructions.

Our liability in aggregate to all persons to whom we may be liable on any matter for any loss, including without limitation liability for negligence on our part, on any matter is limited to such amount as is finally determined on a fair and reasonable basis by a judicial or other process but shall not in any event exceed £125 million or, in respect of any particular matter on which we act for you, such lower amount as may be set out in any Engagement Letter in respect of that matter.

In no event will the firm and/or Olswang Personnel be liable for any loss to the extent that it arises from or its quantum is increased by reason of the

dishonesty or negligence of any person other than Olswang Personnel.

In certain situations there may be a risk that we will be prejudiced as a result of your arrangements with other advisers who limit their liability to you. This could arise because we are one of several professionals advising you and you have agreed a limitation of liability with another of your advisers. If this occurs in circumstances where we would otherwise be jointly liable with that other adviser for a claim, you agree that our position will not be adversely affected by any limitation that you have agreed for that other adviser's potential liability and that our liability to you is limited accordingly.

In the interests of limiting the personal liability and exposure to litigation of those working for the firm, you agree that any claims for loss will be brought against the firm (or its successor in accordance with section 2 above) in its name only and not against any Olswang Personnel by name. You agree that no Olswang Personnel will be personally liable to you for any loss and that no claim will be brought against them personally.

Nothing in our agreement will operate to limit or exclude liability for death or personal injury resulting from our negligence, nor liability for fraud or for willful disregard of our professional obligations to you as our client.

10. Instructing other professional advisers on your behalf

We will be pleased to liaise with foreign lawyers, other professional advisers and translators on your behalf as necessary. However, unless otherwise expressly agreed with you, any foreign lawyers, other professional advisers or translators will be instructed on your behalf and will not act as our agents. We assume no responsibility or liability for advice given to you by any such foreign lawyer or other professional adviser or for translations provided to you by any such translator. If you would like verification of translations, we would be happy to arrange this.

If you ask us to liaise with foreign lawyers, other professional advisers or translators, 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.

11. Applicable law and jurisdiction

Your relationship with the firm (and any claim, dispute or matter arising under or in connection with it) will be exclusively governed by and

construed in accordance with the laws of England. You irrevocably agree that the English courts will have exclusive jurisdiction over any claim, dispute or matter arising from or in connection with your relationship with the firm and/or the enforceability of these terms and conditions, save that the firm has the right, at its sole and absolute discretion, to:

(a) commence and pursue proceedings in any alternative competent jurisdiction(s); and/or

(b) refer the claim or dispute to arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be in English before a single arbitrator who shall be nominated by us, jointly with you, not later than 30 days after service by us on you of a written notice to do so.

12. Termination

You may terminate your instructions to us in writing at any time.

We will only stop acting for you for very good reason, for example, serious or persistent failure to pay our bills, comply with our request for a payment on account, give clear, proper or timely instructions on how we are to proceed, if it is clear that there is no longer sufficient trust and confidence between us, or where a conflict of interest arises or emerges in connection with a matter on which we are advising you. Where possible, we will give you reasonable notice that we will cease acting for you. Our retainer to act for you in any specific matter will in any event end when we have fulfilled your instructions in relation to that matter.

If you or we decide to terminate our relationship, you must still pay our charges and disbursements for the period until we cease acting for you and any other post retainer charges mentioned in this document (for example, for storage and retention, see section 7).

13. Our employees

Our staff are very valuable to us. As a result, you agree that you and any of your holding, subsidiary or associated companies, partners, employees or agents ("associates") will whilst you are a client of the firm and for a period of one year after you cease to be one, neither employ or engage the services of any Olswang Personnel with whom you or any of your associates have dealt during the previous year, nor attempt to do so.

14. Money Laundering Regulations 2007

We are required by these Regulations to undertake Client Due Diligence on all new clients before the business relationship commences or an occasional transaction is undertaken and to monitor the due diligence on an ongoing basis. This involves identifying the client and any ultimate ownership and control structure where appropriate, and verifying this information on the basis of documents, data or information obtained from reliable and independent sources. Such sources may include electronic identification services which use credit reference information to verify an individual's identity, but this is not a credit check and the individual's credit rating will not be affected.

We reserve the right to pass on to you the costs we reasonably incur as part of the Client Due Diligence process. All information and documentation obtained will be filed and recorded in accordance with the Regulations and you agree that, if requested, we may disclose it to others acting on your behalf.

In certain circumstances, we may be required by law to disclose suspicions of money laundering to the relevant authorities. We are unlikely to be permitted to inform you that we have made or are contemplating making such disclosures and, pending consent to proceed from the authorities, we may be unable to take any further action on your behalf or may be required to cease acting for you.

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 matters outlined in this section.

15. Financial services regulation

This firm is not authorised by the Financial Services Authority (FSA). However, we are included on the register maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FSA website at www.fsa.gov.uk.

In addition, although this firm is regulated by the Solicitors Regulation Authority, we are not authorised by the FSA for the purposes of the Financial Services and Markets Act 2000 (FSMA) to provide you with certain advice or services in relation to certain securities and other "investments" covered by that Act. This means that, whilst we are able to undertake for you some activities in relation to such "investments" which

arise out of, or are incidental or complementary to, the legal services we provide for you, there will be occasions when you will need a person who is authorised by the FSA to give you the necessary investment advice. On these occasions, we will be happy to refer you to appropriate sources, if required. In addition, because we are not authorised by the FSA, with some exceptions, we are prohibited under the FSMA from making certain communications of invitations or inducements to engage in investment activity covered by that Act.