POTTER CLARKSON LLP

TERMS OF ENGAGEMENT

1. **Definitions and Interpretation**

1.1. In these terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Charges**" means the charges for the Services calculated in accordance with section 6;
"**Confidential Information**" has the meaning given in clause 10.2;
"**Dispute**" has the meaning given in clause 18;
"**Engagement Letter**" means any general or specific engagement letter issued by us to you in connection with the Services;
"**Force Majeure Event**" means any event or circumstance beyond a party's reasonable control, including (without limitation) acts of God, fire, flood, earthquake, storm or other natural disaster, epidemic or pandemic, war, armed conflict, terrorist attack, civil commotion, sanctions, embargo, labour dispute (other than one involving the affected party's own workforce), failure of utility services or transport networks, and any law, regulation, ruling or action of any governmental or regulatory authority;
"**Intellectual Property Rights**" means patents, trade marks, service marks, registered designs, utility models, design rights, copyrights, database rights, topography rights, domain names, trade secrets, rights in know-how and all other intellectual property rights of a similar nature, in each case whether registered or unregistered and including applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"**Losses**" means all losses, damages, liabilities, costs, charges, claims, demands, actions, proceedings and expenses (including reasonable legal and professional costs and expenses);
"**Potter Clarkson Group**" means Potter Clarkson LLP and its subsidiaries and associates from time to time, including (without limitation) Potter Clarkson International LLP, Arix IP Limited, Potter Clarkson A/S and Potter Clarkson KB;
"**Services**" means the legal advice, strategic intellectual property advisory, enforcement, prosecution, opposition and litigation services to be provided by us to you in respect of Intellectual Property Rights, as further described in the Engagement Letter, together with such other services as the parties may agree in writing from time to time.

1.2 In these terms, unless the context otherwise requires:

a) references to a person include any individual, body corporate, partnership, unincorporated association, government, state or agency of a state, and that person's successors and permitted assigns;
b) references to a statute or statutory provision include any subordinate legislation made under it and any modification, amendment, re-enactment or replacement of the same;
c) the words "include", "includes", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words;
d) references to "writing" or "written" include email;
e) a reference to a clause or schedule is to a clause of, or schedule to, these terms;
f) headings are for convenience only and shall not affect the interpretation of these terms; and
g) words in the singular include the plural and vice versa.

2. About Us

2.1. Potter Clarkson LLP is a limited liability partnership, registered in England and Wales (No. OC315197). Our registered office is as stated on our website at www.potterclarkson.com.

2.2. Potter Clarkson LLP and its subsidiaries and associates located in Denmark and Sweden comprise the Potter Clarkson Group and provides legal advice, strategic intellectual property advisory, enforcement, prosecution, opposition and litigation and other legal services on a wide geographical basis. The governance of the Group is administered by Potter Clarkson International LLP, a non-trading UK Limited Liability Partnership formed to facilitate the achievement of consistent standards of all businesses within the Group.

3. The Terms of our agreement with you

3.1. The terms set out in this document (as varied, where applicable, by the terms of our general (or any specific) Engagement Letter with you) will apply to all work that we undertake for you. If there is a conflict between the terms set out in this document and any terms set out in an engagement letter, then the terms set out in the engagement letter will prevail.

3.2. You accept these terms either by counter-signing our engagement letter or by continuing to instruct us. No other terms (including for example, any terms that you include or refer to on a purchase order sent to us) will apply to our work for you.

3.3. Our agreement with you will be governed by, and interpreted in accordance with, English law. Any dispute between you and us in relation to the agreement will be dealt with exclusively by the English courts.

3.4. If any of these terms is found to be invalid or unenforceable for any reason, the term in question will be considered deleted and the remainder of the terms will continue unaffected. If the invalidity or unenforceability affects only a part of a term, the relevant part of the term will be deleted and the remainder of that term together with the other terms will continue unaffected.

3.5. The client to whom we owe duties in connection with the Services is the person or entity identified as such in the Engagement Letter. We are under no duty, nor do we accept any responsibility, to any party other than you in connection with the Services, unless that other party is also a client of ours in relation to the work undertaken.

3.6. You instruct us separately in relation to each matter on which we provide Services to you and, accordingly, each such instruction constitutes a separate engagement. No instruction on any particular matter shall give rise to any obligation on our part to accept instructions on any other matter.

4. Our Services

4.1. We will provide the Services to that standard of skill and care that would reasonably be expected of a professional firm of our standing and reputation.

4.2. In providing the Services:

(a) we are entitled to assume that any person identified or referred to in our Engagement Letter with you (whether or not identified by name) as being authorised to give instructions on your behalf is so authorised and, unless expressly instructed to the contrary, that any other person who provides instructions to us on your behalf has actual authority to do so. Where instructions are provided on behalf of a body corporate or other organisation or entity, we may assume that our terms of engagement have been properly authorised by the board of directors or other appropriate decision-making body of that organisation or entity. We may act upon such instructions whether given orally, in writing, by email or by any other form of electronic communication; and

(b) we may execute on your behalf any documents that are reasonably necessary in order to fulfil your instructions and you will indemnify us against any loss or damage that we incur as a result of so doing.

4.3. We will endeavour to provide the Services in accordance with any timescales agreed in writing with you.

4.4. Unless specifically agreed otherwise in writing, our advice will be based on our interpretation of the law as at the date on which the advice is provided. We shall be under no obligation to update or revise any advice previously given to you in respect of any subsequent changes in the law, regulation or practice.

4.5. If, in order to provide any Services to you, we need to engage other service providers (for example, barristers, overseas lawyers and attorneys, investigators and experts), we will exercise professional skill and care in selecting advisers who should have the skills and expertise required for the relevant service. Provided we have done so, we will not be liable for any acts or omissions of those service providers.

4.6. Potter Clarkson LLP is the ultimate parent of other companies in the Potter Clarkson Group, such as Arix IP Limited, Potter Clarkson A/S in Denmark and Potter Clarkson KB in Sweden. Although your relationship is with Potter Clarkson LLP, and Potter Clarkson LLP would remain responsible for the work, some or all of the work that we do for you may be undertaken by staff at other companies in the Group. We may, in particular, ask you to authorise attorneys at other Potter Clarkson companies to carry out work on your behalf.

4.7. We will not be in breach of our contract with you if we are obliged or consider it necessary (acting reasonably) to modify, suspend or discontinue the provision of Services to you in order to comply with, or to avoid a breach of or exposure to risk under, any sanctions, export control laws, embargoes, restrictive measures or similar laws, regulations, orders or requirements imposed by the United Kingdom, the European Union, the United States of America (including the Office of Foreign Assets Control), the United Nations or any other relevant governmental or regulatory authority (collectively, "Sanctions"). We reserve the right to conduct screening of you, your officers, directors, shareholders, ultimate beneficial owners and any other persons connected with you or with the Intellectual Property Rights in respect of which we are providing Services,

against applicable Sanctions lists, and to repeat such screening at any time during the course of our engagement. You shall promptly provide us with all information and documentation that we may reasonably request for the purposes of such screening and for our ongoing compliance with applicable Sanctions. You warrant and represent that neither you nor any of your officers, directors, shareholders or ultimate beneficial owners is a person or entity that is, or is owned or controlled by a person or entity that is, designated on any applicable Sanctions list or is otherwise the target of any Sanctions. You shall notify us immediately in writing if, at any time during the course of our engagement, you become aware that you or any such person or entity has become the target of, or is otherwise affected by, any Sanctions. You shall indemnify us and hold us harmless against all Losses arising from or in connection with any breach of the warranties given in this clause or any failure by you to comply with your obligations under this clause.

4.8. We will carry out your instructions with reasonable skill and care and in a professional and timely manner. The nature and content of any advice we provide will necessarily reflect the specific scope and limitations of our instructions, the amount and accuracy of information provided to us and the timescale within which the advice is required. If, at your request, we provide our advice in an abbreviated format or timescale, you acknowledge that you will not receive all the information or detail you would have done had we provided a full written report or had we had more time in which to carry out the work. Any advice given or view expressed by telephone should be regarded as being only a preliminary opinion. No action should be taken without obtaining a written opinion given after a full consideration of the facts of the relevant issue.

4.9. We may use advanced technology, including artificial intelligence–based tools, to facilitate our client services, including to assist with legal research, document review, drafting and administrative tasks. Where substantial use is made of AI tools, we shall disclose on request the type of tool used and the role it played in the work product.

Any such tools are used under the supervision of a qualified attorney or solicitor, and we will ensure that any output from our use of the AI Systems is carefully reviewed and its accuracy verified before it is used. We remain fully responsible for all advice provided and all work carried out on your behalf.

We have developed principles and guidelines for the responsible and ethical development, deployment and use of AI technologies, and we require that our suppliers' use of AI conforms with our existing confidentiality, data protection and information security standards/requirements.

However, if we have made the AI Systems available to you, you must receive our written confirmation that the advice or information that the AI Systems generate is accurate before you rely on it. We are not liable for any loss or damage that you or any other person suffers arising from the reliance on advice or information generated by the AI Systems that we have not reviewed and verified.

Unless we have prior written consent, we will not input confidential or identifiable client information into any public or unsecured artificial intelligence

system and will take all reasonable steps to protect the confidentiality of your information at all times.

Our use of technology does not replace professional legal judgment and is intended to support the efficient delivery of our services in accordance with our professional and regulatory obligations.

5. Your responsibilities

5.1. You must ensure that, where we stipulate a deadline for the receipt of your instructions to take any action for you, we receive your instructions (together, where applicable, with the requested information or documentation), by that deadline. We shall not be liable for any Losses arising from or in connection with any failure or delay in the provision of the Services to the extent that such failure or delay results from your failure to provide your instructions, information or documentation by the stipulated deadline.

5.2. Whether sent by email or any means other than registered mail or tracked courier service, you should check that a message has been received if we have not acknowledged its receipt within a reasonable amount of time. This is of particular importance where a deadline is involved.

5.3. If you have instructed us to provide Services in respect of any registered Intellectual Property Rights, you must notify us promptly in writing of any changes to your contact details or to the name or address of the entity owning any of those registered rights (including where this change occurs as the result of a transfer of those registered rights).

5.4. If you wish to cease receiving any Services, whether in general or in relation to a given matter, you should do so in accordance with the termination provisions set out in clause 11. Until effective termination in accordance with those provisions, we may continue to undertake (and charge for) all such steps as we consider reasonably necessary to provide those Services, including reporting upon actions or other communications received from intellectual property offices or other persons in relation to matters on which you have instructed us.

5.5. If you are a foreign attorney to whom we are providing Services for the ultimate benefit of your client, you must indemnify us against any loss or damage (including any awards of damages or legal costs against us, our own legal costs and expenses and any indirect loss or damage) arising from any claim made against us by your client as a result of (1) your failure accurately to communicate to your client any part of our advice and/or (2) your provision to us of any incorrect data as we are entitled to assume it is correct.

5.6. You shall maintain (and shall provide evidence to us on request of) adequate insurance appropriate to the nature and value of the Intellectual Property Rights in respect of which we are providing Services to you. Such insurance shall be maintained with a reputable insurer throughout the period during which we are providing Services to you.

5.7. You shall at all times maintain your own independent backup of all data, records and documentation relating to your Intellectual Property Rights that you provide to us in connection with the Services. We shall have no liability to you for any

loss of or damage to such data, records or documentation to the extent that you have failed to maintain such independent backup.

5.8. You shall notify us in writing of any anticipated change of control of your business (whether by way of merger, acquisition, reorganisation or otherwise) at least fourteen (14) days before such change takes effect. For the purposes of this paragraph, a "change of control" means any change in the person or persons who, whether directly or indirectly, control or are able to direct the affairs of your business.

5.9. You shall notify us in writing as soon as reasonably practicable (and in any event within fourteen (14) days) of any material change in the nature, scope or sector of your business activities, including (without limitation) any entry into a new industry or market sector, commencement of trading in a new jurisdiction, or material alteration to the goods or services offered by your business.

5.10. You warrant to us that you have the legal right to provide access to and use of all data, materials and documentation supplied to us in connection with the Services, that such data, materials and documentation are complete and accurate in all material respects, and that you will carry out standard virus and malware checks on any software or electronic files provided to us. You shall indemnify us against any loss or damage arising from any breach of this warranty.

5.11. If you fail to perform or observe any of your obligations under these terms (a "Client Default") and such Client Default prevents or materially delays our performance of any of our obligations, then, without limiting our other rights or remedies, we shall be entitled to:

5.11.1. suspend the provision of Services (in whole or in part) until you remedy the Client Default, and we shall not be liable for any failure or delay in performing our obligations to the extent caused by the Client Default;

5.11.2. rely on the Client Default to relieve us from the performance of any of our obligations to the extent that the Client Default prevents or delays our performance of those obligations; and

5.11.3. recover from you any costs or losses sustained or incurred by us as a result of the Client Default.

5.12. We shall be entitled, on giving you not less than ten (10) business days' prior written notice, to audit your compliance with your obligations under these terms. Any such audit shall be conducted during normal business hours and in a manner that minimises disruption to your business. The costs of any such audit shall be borne by us unless the audit reveals a material breach of your obligations, in which case you shall reimburse our reasonable costs of conducting the audit.

6. Charges

6.1. Unless otherwise agreed with you in writing, our Charges will be calculated by reference to:

(a) our standard fixed Charges from time to time in force in respect of certain specified Services;

(b) the time spent in providing Services to you multiplied by the standard hourly charging rate from time to time in force applicable to the individual(s) providing those Services.

For the purposes of clause (b), time spent on any particular task is measured in complete or partially complete units of 6 minutes and chargeable time includes time spent by the relevant individual(s) in undertaking any travelling reasonably necessary for the provision of the Services.

6.2. Unless otherwise agreed with you in writing, we may increase our standard fixed Charges and hourly charging rates at any time. We normally review these Charges and rates at the end of each calendar year.

6.3. We may apply an uplift to our Charges (whether standard or agreed with you) to reflect the unusual complexity, value or urgency of a matter.

6.4. When determining fees to be charged for work products generated using AI tools, we charge fees that fairly reflect the amount of time and effort and/or the degree of difficulty and/or the degree of risk involved. We may charge for setting up or training of AI tools, AI tool subscription fees and for checking AI-generated work. Please see paragraph 4.9 for further information about our use of advanced technology.

6.5. We will add to our Charges and disbursements any applicable VAT or other taxes at the appropriate rate.

6.6. Where our Services are subject to VAT, you shall indemnify us in full on demand against any interest, penalties or legal costs which we incur as a result of any incorrect or misleading information provided by you in relation to your VAT status.

6.7. In addition to our Charges, we will invoice you for disbursements (that, is to say, expenses) that we reasonably incur in connection with our provision of the Services to you including, without limitation, intellectual property office fees, overseas attorney, Counsel and other service provider fees, searchers' and investigators' fees, database usage and download costs, travel, accommodation and subsistence expenses.

6.8. We reserve the right to charge you for administrative costs reasonably incurred in connection with the provision of the Services, including (without limitation) costs incurred in complying with our obligations under applicable anti-money laundering, counter-terrorism financing and client due diligence legislation and regulations (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended)), file opening and onboarding costs, identity verification searches and conflict checks. Such costs shall be charged at our standard rates from time to time in force or, where applicable, at cost, and shall be payable by you in accordance with clause 6.

6.9. In completion of our work for you, we may within the Services incur and invoice Charges in a currency other than that of our functional currencies of GB pounds, Danish Kroner or Swedish Krona. In order to manage our exchange risks, processing costs and bank charges we may apply service fees and margins, as follows:

- In respect of our invoices to you denominated in Euros and US Dollars/JP Yen, margins of 5% and 10% to the relevant exchange rate respectively; and

- In respect of disbursements (excluding in particular Counsel's fees and Intellectual Property Office costs), a service fee of 5% of the relevant disbursement value and a further 5% in respect of external search and drawing preparation fees.

- In respect of disbursements incurred in a currency other than our functional currencies, a margin of 10% to the relevant disbursement value.

6.9 Should you wish to manage the exchange risk and transaction costs directly, we will at your choice invoice you in our relevant functional currency and agree that you will manage and discharge disbursement costs directly.

7. Invoicing and Payment

7.1. Unless otherwise agreed with you in writing:

(a) we may issue invoices for our Charges and disbursements at any time after we have provided the Services to which the Charges or disbursements relate and may also issue interim invoices during the course of a matter in respect of Charges and disbursements incurred to date;

(b) invoices will be rendered, and must be settled, in GB pounds;

(c) invoices that are not queried within 21 days of receipt shall be deemed accepted, and

(d) you must pay each of our invoices within 30 days of the date of invoice.

7.2. For the avoidance of doubt, you are liable for the payment of our Charges and disbursements whether or not you instruct us on your own account or (where, for example, you are a firm of attorneys) you engage us on behalf of your client.

7.3. Unless otherwise previously agreed in writing, we shall be entitled to payment of our Charges, disbursements and any applicable VAT regardless of whether a particular matter on which we are providing Services has been successfully concluded or completed or has achieved the outcome that you desired.

7.4. Where the Services relate to contentious or disputed matters (including, without limitation, litigation, opposition, cancellation or revocation proceedings, or any other proceedings before a court, tribunal or intellectual property office), you acknowledge and agree that: (a) you shall remain liable for the payment of our

Charges, disbursements and any applicable VAT in full regardless of whether any costs order or award of costs is made in your favour against any other party, and you shall not withhold or delay payment of any of our invoices pending recovery of any such costs from any other party; and (b) any money recovered by us or by you from any other party in connection with such proceedings (whether by way of a costs order, settlement or otherwise) shall, unless we agree otherwise in writing, be applied first in or towards the discharge of any outstanding invoices rendered by us to you in respect of the relevant matter before any balance is remitted to you.

7.5. If we agree (in our discretion) to render an invoice to a third party (for example, another company in your group, a licensee, a recipient of your IP or your client), then unless we agree otherwise in writing, you remain liable to us for payment of the Charges and disbursements set out in that invoice. If the invoice is not settled in accordance with our payment terms, we may re-issue the invoice to you (together with any applicable VAT or other taxes) and/or may exercise our remedies under these terms as though the original invoice had been addressed to you.

7.6. Where we are instructed on a matter by or on behalf of more than one person or entity, each such person or entity shall be jointly and severally liable for payment of the full amount of our Charges, disbursements and any applicable VAT in respect of that matter.

7.7. If you fail to pay an invoice in full by the due date, then, in addition to any other remedies that we may have under clause 11.2 of these terms, we may:

(a) cease to provide any Services to you until the invoice has been paid in full;

(b) charge interest on the overdue sum from the due date until the date of payment at an annual rate equal to the Bank of England bank rate in force during that period plus 4%.

7.8. If you are unhappy about any invoice and we are unable to resolve the cause of your unhappiness, you may use our complaints procedure detailed in clause 16 below. Alternatively, if the matter to which our invoice relates was carried out by one of our solicitors, then you may ask the Court to assess your invoice under Part III of the Solicitors Act 1974 (though, if you make such a request, the Legal Ombudsman (see clause 16 below) may decline to consider any complaint that you then make to him or her).

7.9. You consent to our performance and retention of appropriate credit references.

7.10. You shall indemnify us and hold us harmless against all Losses incurred by us in connection with the enforcement or recovery of any unpaid Charges, disbursements or any other sums due from you to us under these terms howsoever arising, including (without limitation) all legal fees, court fees, collection agency costs, tracing agent fees and any other costs and expenses reasonably incurred by us in pursuing or seeking to recover such sums, whether by way of legal proceedings, alternative dispute resolution or otherwise.

7.11. You acknowledge that emails and their attachments may not be secure and that there is a risk of third-party interference with communications, including the details of invoices. We will never notify you of a change to our bank details by email. If you receive an email that appears to come from us providing bank details that differ from those we supplied at the outset of the matter, or indicating a change in our bank details, you must telephone the person dealing with your matter immediately and must not reply to the email or act on any information contained in it. Where we send invoices or other requests for payment electronically, you shall, before making any payment in respect of that invoice or request, first contact us by telephone to confirm our bank details. We shall not be liable for any loss arising from your transfer of funds to an incorrect account, and any such payment shall not constitute settlement of, or payment towards, any sum due from you under these terms.

8. Payments on account and other client monies

8.1. We may, at any time, ask you to provide money on account of any Charges or expenses that we expect will be incurred in providing or continuing to provide any Services to you. If so, we may decline to proceed or continue with those Services until the payment has been received.

8.2. We will hold any payment of this type in a designated client account until such time as we submit an invoice for the Services to which the payment relates. If the actual Charges exceed your payment on account, then you must pay the balance within 30 days of the date of the invoice. If, on the other hand, the payment you have made exceeds the amount of the invoice, we will return the balance to you, by way of the account from which it was paid to us, unless you instruct us to retain it against other Services that we are providing or to settle any other invoices.

8.3. Any monies that you send to us in connection with the Services that we are providing to you, but which do not relate to our Charges or expenses will be held in our designated client account. These monies are your monies and, as such, represent a debt owed to you by the relevant bank. We will, accordingly, have no liability to you in the event of the failure of the bank.

8.4. You must not send any monies to us other than in settlement of an invoice or in response to our request in connection with the Services that we are providing to you.

8.5. We do not accept payments in cash. Any payment made to us in connection with the Services or in settlement of any invoice must be made by bank transfer, cheque or such other non-cash method as we may specify from time to time.

8.6. Unless otherwise agreed with you in writing (or required by our regulator or by law), we will not pay interest to you on the sums that we hold for you in our client account.

8.7. Unless the money that we hold on your behalf is held for a specific purpose, we may apply any money held in our client account on your behalf towards the discharge of any outstanding invoices rendered by us to you in respect of the Services.

8.8. Without prejudice to any other rights or remedies available to us, we shall be entitled at any time and without prior notice to set off any amounts owed by you to us under these terms against any money held on your behalf by any member of the Potter Clarkson Group (whether held in a client account or otherwise and howsoever arising). You hereby irrevocably authorise each member of the Potter Clarkson Group to release to us, on our written request, any money held by that member on your behalf for the purpose of discharging any sums due from you to us under these terms. For the avoidance of doubt, this right of set-off shall apply regardless of whether the money held by the relevant member of the Potter Clarkson Group was received in connection with the Services provided by us or in connection with services provided by that member under separate terms of business.

9. Identification of our client

9.1. In order to meet our obligations under legislation (including legislation relating to money laundering and terrorism), we may need to obtain evidence of your identity (or, if you are a corporate entity) the identity of your directors and ultimate owners. We may also need to obtain evidence of the ultimate owners of any intellectual property rights in relation to which you have asked us to provide Services.

9.2. We may obtain such evidence from you and from databases held by third parties. You agree to our obtaining and holding such evidence for the purpose of identifying you and, if applicable, the other persons referred to in clause 9.1 above.

9.3. You acknowledge that we may be unable to provide Services to you until satisfactory identification evidence has been obtained and may have to suspend the provision of Services if such evidence becomes out of date and is not timely updated in response to our request.

10. Communications, Confidentiality and Data Privacy

10.1. You agree that we may communicate with you by email and other electronic methods and acknowledge that we are unable to guarantee the security of such communications even where they are encrypted. We screen incoming and outgoing email communications for known viruses but we cannot guarantee that any email or other electronic communication sent by us or on our behalf will be free from viruses or other defects. You acknowledge and accept the risks inherent in communicating by email and other electronic methods, including (without limitation) the risks of interception, unauthorised access, non-receipt, late receipt, corruption and the transmission of viruses or other malicious software. We will not be liable to you (whether in contract, negligence or otherwise) for any loss or damage that you may suffer as a result of any such communications not being received by you, being received late or in corrupted form, being seen by an unauthorised person, or containing any virus or other malicious software, or otherwise arising from the use of email or other electronic methods of communication between us or between us and third parties.

10.2. Except as set out in this clause 10.2 and in clause 10.4 below, each party will keep confidential all information provided to it by the other party and any advice, reports or other materials prepared by the other party in connection

with the engagement. For the purposes of these terms, "Confidential Information" means all information (whether or not marked or designated as confidential and in whatever form, including written, oral, visual or electronic) disclosed by or on behalf of one party to the other party (or otherwise obtained by the other party) in connection with the engagement or the Services, including (without limitation): (i) the existence and terms of the engagement and the Engagement Letter; (ii) all information relating to the business, affairs, operations, strategy, plans, finances, assets, technology, processes, products, services, customers, suppliers, markets and employees of the disclosing party; (iii) all information relating to the Intellectual Property Rights of the disclosing party, including (without limitation) inventions (whether or not patentable), invention disclosures, unpublished patent applications, trade secrets, know-how, designs, formulations, research and development information, technical data, specifications, drawings and prototypes; (iv) all advice, opinions, reports, analyses, strategies, assessments and other work product prepared by the receiving party in connection with the engagement; (v) all notes, memoranda, summaries, analyses, compilations, studies and other materials prepared by or on behalf of the receiving party that contain, reflect or are derived from or generated by any of the foregoing; and (vi) all communications between the parties that are subject to legal professional privilege, litigation privilege or any other applicable privilege. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under these terms. Each party may, however, disclose the other party's Confidential Information:

(a) in accordance with your instructions;

(b) to other service providers (including but not limited to other attorneys and solicitors, barristers and providers of administrative services) whom we need to engage in order to provide any Services to you;

(c) to our regulators, auditors, insurers, other advisers and bankers;

(d) to the extent that such disclosure is required by law;

(e) to the extent necessary in order to defend ourselves in any actual or threatened, legal, civil or regulatory proceedings;

(f) to any member of the Potter Clarkson Group (including, without limitation, Arix IP Limited) to the extent reasonably required for the purposes of any services provided or to be provided by that member to you, including (without limitation) the renewal and portfolio administration of registered Intellectual Property Rights, document management, compliance, finance, technology and IT services and general administrative services.

10.3. In the case of any disclosure under clauses (b) and (c) of clause 10.2, the disclosing party will ensure that the recipient of the Confidential Information has a duty to maintain the confidentiality of the same. If a party is required by law to make a disclosure (clause (d) of clause 10.2), that party will, to the extent lawful and reasonably practicable, notify the other party in advance of the proposed disclosure and, in any event, notify the relevant authority that what is being disclosed is the other party's Confidential Information.

10.4. Although each party has a duty to keep the other party's Confidential Information confidential under clause 10.2, this duty will not apply, or will cease to apply, to any information which is, or becomes, generally available to the public other than as a result of a breach of the confidentiality obligation owed by the receiving party; which the receiving party knew (free from any confidentiality obligations) before the disclosing party disclosed it; or which someone else (who did not obtain the information from the disclosing party) subsequently discloses to the receiving party free from confidentiality obligations.

10.5. The obligations of confidentiality set out in this clause 10 shall continue in full force and effect indefinitely following the termination or expiry of our agreement with you, howsoever arising.

10.6. You consent to us sharing information, including personal data, about you and your matters with Arix IP Limited and any other member of the Potter Clarkson Group. We may share such information for the purpose of enabling any member of the Potter Clarkson Group to provide services to you (including, without limitation, the renewal and portfolio administration of registered Intellectual Property Rights) and for the purpose of carrying out certain legitimate administrative functions associated with servicing clients, including document management, compliance, finance, technology and IT services and general administrative services. You agree to your data being stored and processed by the above entities to the extent required for those purposes. We shall ensure that any such sharing is carried out confidentially and in a manner that preserves your privilege and the confidentiality of such information in accordance with applicable law. We have arrangements in place with all members of the Potter Clarkson Group to ensure that the confidentiality and security of information shared with them is protected.

10.7. If you have provided personal data to us, you agree that we may use and possess this data in order to:

(a) provide Services to you;

(b) process your payment for the Services;

(c) inform you about other services that we provide, but you may stop receiving such information at any time by contacting us.

10.6 In the event that you elect to use third-party software, which is not within our control, to record meetings with us and /or our advice, you agree that you are responsible for the security of such data and we will consequently not be liable to you (whether in contract, negligence or otherwise) for any loss or damage that you may suffer as a result of any loss of such data recorded or stored by you.

10.7 Further details about how we process personal information are set out in our privacy policy which can be reviewed at www.potterclarkson.com/privacy-policy. A hard copy of such policy can be forwarded on request.

11. Terminating our services

11.1. Either you or we may terminate our provision of Services to you at any time by giving at least 30 days' written notice to the other.

11.2. Either you or we may terminate our provision of Services to you immediately on giving written notice to the other if the other:

(a) has breached in a significant way any of its obligations under the agreement and, if the breach was capable of remedy, failed to remedy the breach within 30 days of a notice setting out the breach and requiring its remedy;

(b) is declared bankrupt or is unable to pay its debts as they become due; is wound up or passes a resolution to be wound up; has appointed to it an administrator or an administrative receiver; has an encumbrancer take possession of, or a receiver, manager or administrative receiver appointed over, the whole or any part of its assets; suspends payment of any of its debts; enters into (or proposes to enter into) any arrangement, compromise or composition in satisfaction of its debts; ceases, or threatens to cease, to carry on business; or takes any action, or becomes subject to any event or circumstances, analogous to such action, event or circumstances described above in this paragraph (b) in any jurisdiction in which that other party is incorporated, resident or carries on business;

(c) has breached any applicable law, statute or regulation material to the performance of its obligations under these terms, or any licence, consent or authorisation required for the performance of such obligations is revoked, suspended or expires and is not renewed;

(d) engages in conduct, or circumstances arise in relation to that party, which cause or are reasonably likely to cause material reputational damage to the other party;

(e) is in breach of any of its warranties, representations or obligations under clause 4.7 (Sanctions), including (without limitation) where any of its officers, directors, shareholders, ultimate beneficial owners or any person connected with it becomes a designated person under, or otherwise becomes subject to or the target of, any Sanctions;

(f) commits a material breach of its data protection obligations under these terms or under applicable data protection legislation, or a serious breach of personal data (as defined in applicable data protection legislation) occurs in connection with the Services; or

(g) commits three (3) or more breaches of any of its obligations under these terms within any rolling period of twelve (12) consecutive months, whether or not such breaches have been remedied, in which case the cumulative effect of such breaches shall be deemed to constitute a repudiatory breach of the agreement.

11.3. Following any termination of the Services, we may submit a final invoice in respect of our unbilled Charges and disbursements and you must pay this within 30 days from the date of invoice.

11.4. Without prejudice to our other rights and remedies, we may suspend the provision of Services to you (in whole or in part):

11.4.1. on giving you not less than ten (10) business days' prior written notice, if any undisputed sum due from you under these terms remains unpaid after its due date for payment; or

11.4.2. with immediate effect, if we reasonably believe that an instruction has been given by a person who is not authorised to give instructions on your behalf.

11.5. Where we have suspended the provision of Services under 11.4.1 above, we shall resume the provision of such Services promptly upon receipt of all outstanding sums due from you (together with any applicable interest). We shall have no liability to you for any delay or failure in the provision of Services during any period of suspension under this clause.

11.6. Within thirty (30) business days following the termination or expiry of our agreement with you (howsoever arising), we shall, at your written request and at your cost, return or transfer to you (or to such other person as you may direct) all files, records and documentation in our possession or control relating to the Services, subject to our right to retain copies of such materials to the extent required by law, regulation or our professional obligations, subject to clause 14.7 and subject to clause 11.7 below.

11.7. We shall have a general lien over all files, documents, data, records and other materials in our possession or control relating to your matters and Intellectual Property Rights in connection with the Services as security for the payment of all sums due from you to us under these terms. This lien shall survive the termination or expiry of our agreement with you and we shall not be obliged to deliver up any such materials until all outstanding sums (together with any applicable interest) have been paid in full.

11.8. Termination or expiry of our agreement with you shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry. Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect, including (without limitation) the provisions relating to charges and payment (clauses 6 and 7), confidentiality (clause 10), files and records (clause 14), limitation of liability (clause 17) and the general provisions (clause 18).

12. Conflicts of Interest

12.1. A conflict of interest arises where two clients are involved in a matter in which their interests are not the same (for example, they are in dispute) or where, in acting for one client, we are likely to receive confidential information (for

example regarding new inventions) relevant to the work that we are doing for another client.

12.2. We will endeavour to identity any likely conflict of interest before accepting any instructions from you. However, conflicts sometimes only become apparent at a later stage or because, for example, a client acquires a business or moves into a new business area.

12.3. We may stop providing Services to you at any time if we become aware of a conflict of interest that we believe cannot be resolved.

12.4. The rules of the bodies by which we are regulated will prohibit us from acting or continuing to act for a client in certain conflict of interest situations. However, these rules would not necessarily preclude us from acting against an existing client in a matter of a type for which that client would not normally instruct us and in respect of which we did not possess relevant confidential information belonging to that client. This would be the case even if we were recorded as the address for service for that client's registered intellectual property rights.

13. Renewal of registered intellectual property rights

13.1. The Services provided under these terms do not include the renewal or portfolio administration of registered Intellectual Property Rights. Such services can be provided by Arix IP Limited, a company within the Potter Clarkson Group, under its own separate terms of business. If you wish to arrange the renewal or administration of your portfolio of patents, registered trade marks, registered designs or other registered Intellectual Property Rights, you should engage the services of Arix IP Limited on their terms.

13.2. You acknowledge that, if, at your request, the administration of your portfolio is passed outside of the Potter Clarkson Group to Clarivate, Clarivate will pay us a management fee in respect of our work (including data transfer and dealing with any queries that arise in connection with renewals) in facilitating Clarivate's administration of the portfolio. The fee is payable for each separate registered right upon its initial referral to Clarivate as each will require our continued input. This fee is currently £160 for each relevant registered right and may be subject to variation over time. If you have retained the services of Clarivate, we highly recommend requesting an estimate from Arix IP Limited, as many of our clients have benefitted from considerable cost savings and improved service, across their portfolios, using our in-house service.

14. Files and records

14.1. Unless law or regulation requires a longer period, we will keep our files and records relating to your matters (in either hard copy or electronic form) for at least 7 years from the date of the last recorded action relating to a particular matter. However, we will not retain any of your personal data contained in our files and records for longer than is necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements (see clause 8 of our privacy policy at www.potterclarkson.com/privacy-policy).

14.2. At the end of the retention periods mentioned in clause 14.1 above, we may destroy our files and records relating to a matter unless you have asked us not to, in which case, we will deliver them to you (excluding our internal notes and communications). We may make a charge for the time and costs incurred in fulfilling your request.

14.3. Unless we agree otherwise with you in writing, the copyright in all documents, letters and other items that we produce in the course of providing the Services to you will belong to us and you may use such items only for the purpose for which they were provided.

14.4. If you ask us to transfer responsibility for a matter or a portfolio of intellectual property rights, we will send the relevant files and records relating to the matter or portfolio to the person whom you have appointed but may keep a copy of such files and records. We may make a charge for the time and costs incurred in taking such actions. We may remove from the files and records to be transferred any items comprising our confidential information such as invoices and other communications regarding our Charges.

14.5. Unless otherwise agreed with you in writing, we will forward to you for safe keeping all original registration certificates, signed agreements and other similar documents that we receive in relation to your Intellectual Property Rights and matters in connection with the Services. If we agree to retain such documents, we will keep them in a secure location, which may be off-site and operated by someone else.

14.6. If we are liable for any loss of, or damage to, your original documents or our files and records relating to your matters and Intellectual Property Rights (whether or not as a result of our negligence), your sole remedy will be for us to replace or reconstruct such documents, files or records (to the extent that this is reasonably practicable) at our own cost.

14.7. If you owe us any money at the date upon which you ask us to send any original documents, files or records to you or a replacement provider of Services to you, we will not be obliged to do so until all of the outstanding amounts (together with any applicable interest) have been paid.

15. Investment and Financial Services

15.1 We are not authorised in the conduct of investment business in the UK under the Financial Services and Markets Act 2023. As such, our work will necessarily be limited in scope to matters which do not involve us giving investment advice. Accordingly, our advice and any information is provided to you on the basis that it does not constitute investment advice.

15.2 There may be aspects of a matter on which you require tax advice. Unless expressly stated to the contrary in the Engagement Letter, the Services do not extend to the provision of tax advice and we shall not advise you on any tax implications arising out of or in connection with the subject matter of the

Services. You should obtain independent professional tax advice in respect of any such matters.

16. Complaints

16.1. If you are unhappy about any aspect of the Services that we have provided, including our associated fees, you should raise this initially with the attorney or solicitor who is your main contact for that work. If that person is unable to resolve the matter to your satisfaction, you should then refer the issue, or ask that person to refer the issue, to the partner responsible for that matter or for your matters generally. Alternatively, or if the issue remains unresolved, you can make a complaint to our Group General Counsel whose details are available on our website.

16.2. If you make a formal complaint – which, for efficiency and clarity reasons, we ~~recommend that you do~~ request to be in writing – we will deal with this in accordance with our ~~internal~~ complaints procedure, a copy of which is on our website. We shall endeavour to respond to any such complaint within 3 working days. We aim to resolve any complaint to your satisfaction within the 8-week period stipulated by our regulator.

16.3. All complaints, whether informal or formal, are dealt with promptly, fairly, and free of charge.

16.4. If you are unhappy with the outcome of our internal complaints procedure, we shall explain to you why we cannot settle the complaint. If you are:

- an individual
- a micro business
- a charity with an annual income net of tax of less than £1m at the time of the complaint
- a club, association or the like, run by a committee, that has an annual income net of tax of less than £1m at the time of the complaint
- a trustee of a trust that has an asset value of less than £1m at the time of the complaint, or
- a personal representative or beneficiary of the estate of a person who, before they died, had not referred the complaint to the Legal Ombudsman

you may then~~, if you are an individual or small business,~~ be entitled to make a complaint to the Legal Ombudsman. Full details of the service offered by the Legal Ombudsman including who can make a complaint and the applicable procedures can be found at www.legalombudsman.org.uk. Any complaint to the Legal Ombudsman must usually be made within six months from the date of our final response to your complaint and, must in any case, be made no later than six years from when the problem occurred (or, if later, three years from when you should reasonably have become aware of the problem).

16.5. If you are unhappy with the outcome of our internal complaints procedure and the complaint is one of professional misconduct, you may make a complaint to the relevant regulatory body. Normally, this will be IPReg (www.ipreg.org.uk). However, if the complaint concerns one of our solicitors, then it may be

appropriate for you to complain to the Solicitors Regulation Authority (www.sra.org.uk).

16.6. If your unhappiness arises from one of our invoices and the invoice relates to work carried out by one of our solicitors, then, you also have the option of having our invoice assessed by the court, as mentioned in clause 7 above.

17. Limitation of Liability

17.1. This section sets out limits on our liability to you and applies whether that liability arises in contract, negligence, breach of statutory duty or otherwise. The limits do not apply in the case of death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or in any other circumstances where the law does not permit limitation of liability.

17.2. Subject to clause 17.1:

(a) our total liability in connection with each individual matter on which you instruct us shall not exceed £5,000,000 (five million pounds) and our total aggregate liability to you in respect of all matters and claims arising in any period of twelve (12) consecutive months (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £10,000,000 (ten million pounds);

(b) we will not be liable to you for any indirect or consequential loss or for any of the following losses (whether or not those losses are considered by the law to flow directly or naturally from the relevant breach or negligence): loss of profits, loss of revenue, loss of sales or business, loss of investment, loss of contracts or anticipated savings, loss or corruption of data or information, loss of or damage to goodwill or reputation, and any other indirect, special or consequential loss or damage of any kind;

(c) your sole remedy for any loss of, or damage to, your original documents or our files and records relating to your matters and Intellectual Property Rights is set out in clause 14.6 above;

17.3. You agree that you will not bring a claim against any of our members, partners or employees in respect of any alleged breach of contract, negligence or other legal wrong for which we would be vicariously liable.

17.4. Our liability to you in connection with any matter on which we are providing Services is limited to such proportion of the loss or damage (including interest and costs) suffered by you as is just and equitable having regard to the extent of your own responsibility for such loss or damage and the contribution of any other person to such loss or damage, regardless of any contractual or other limitation of that other person's liability and/or that other person's ability to pay and/or any limitation defences available to that other person.

17.5. You agree that our liability (and the liability of our members, partners, employees and consultants) shall not be increased by reason of: (a) any limitation, exclusion or restriction of liability that you may have agreed with any other adviser; (b) your inability to recover against any of your other advisers;

or (c) your decision not to recover from any of your other advisers. You shall inform us if you agree, or are asked to agree, to limit the liability of any of your other advisers in relation to any matter on which we are providing Services to you.

17.6. All work done and advice provided by us in connection with the Services is for your use and benefit only and may not be passed to, or relied upon by, any other person without our prior written approval and subject to such conditions as we may impose at the time. We shall have no liability to any third party who obtains access to or relies upon any such work or advice, whether or not such access or reliance was authorised by you.

17.7. We shall have no liability to you for any loss or damage to the extent that such loss or damage arises from or in connection with:

17.7.1. your failure to provide accurate, complete or timely information, data or instructions to us;

17.7.2. your failure to respond to any request for instructions issued by us within the timescale specified;

17.7.3. your failure to notify us of any action taken by or on behalf of a third party relevant to the Services; or

17.7.4. any act, omission, error or delay of any intellectual property office, court, tribunal or other governmental or regulatory authority.

17.8. We shall not be liable to you for any failure, interruption or delay in the provision of Services arising from or in connection with any cyber-attack, ransomware, malicious software, denial-of-service attack or other security incident affecting our systems or those of any third-party service provider, provided that we had in place at the relevant time reasonable and appropriate technical and organisational security measures. For the avoidance of doubt, this exclusion shall not relieve us of liability where the relevant security incident was caused by our wilful default or gross negligence in maintaining such measures.

17.9. You shall indemnify us and keep us indemnified against all losses, damages, costs, claims and expenses (including reasonable legal costs) arising from or in connection with:

17.9.1. any inaccuracy or incompleteness in any data, information or documentation provided by you or on your behalf;

17.9.2. your failure to provide instructions requested by us in connection with the Services within the timescale specified;

17.9.3. any claim by a third party in respect of which we are providing Services to you infringes the rights of that third party; or

17.9.4. your failure to obtain any licence, consent or authorisation necessary for the provision of the Services.

17.10. No claim may be brought by you against us unless you have given us written notice specifying in reasonable detail the matters complained of within twelve (12) months of the date on which you became aware (or ought reasonably to have become aware) of the circumstances giving rise to the claim and, in any event, no later than twenty-four (24) months after the date of the act or omission giving rise to the claim. Any claim in respect of which written notice has not been given in accordance with this clause shall be deemed to have been irrevocably waived and shall be fully barred.

17.9 The provisions of this clause shall survive the termination or expiry of our agreement with you howsoever arising and shall continue in full force and effect notwithstanding such termination or expiry.

18. Force Majeure

18.1. Neither party shall be in breach of these terms nor liable for any failure or delay in the performance of any of its obligations under these terms (other than an obligation to make payment) to the extent that such failure or delay results from a Force Majeure Event.

18.2. The affected party shall: (a) as soon as reasonably practicable after the onset of the Force Majeure Event, give written notice to the other party specifying the nature of the Force Majeure Event, its expected duration and the obligations affected; (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under these terms; and (c) resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ceases.

18.3. If a Force Majeure Event continues for a period of ninety (90) consecutive days, either party may terminate the engagement by giving not less than thirty (30) days' written notice to the other party. On the expiry of such notice period, the engagement shall terminate without further liability to either party, save that any rights and liabilities which have accrued prior to the date of termination shall not be affected.

19. General

19.1. If you or we need to give a notice under these terms, such notice must be in writing and in the English language. You should deliver or send any notice to us at our registered office address (see our website at www.potterclarkson.com for our current registered office address) and we will send or deliver any notice to you at your registered or main office address or, if you are an individual, at your home address. A notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post, at 9.00 am on the second business day after posting; or (c) if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender. This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.2. We may amend these terms from time to time by publishing the amended terms on our website and notifying you in writing of any material changes. If

you have any concerns about the changes, you should let us know as soon as possible. Unless we agree otherwise in writing, the amended terms will apply to any new instructions received from you after the date of our notification and to all existing engagements following the expiry of a period of 28 days from the date of our notification unless you let us know in writing within that period that you object to the new terms.

19.3. Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and with all applicable laws relating to modern slavery, including the Modern Slavery Act 2015. Each party shall have and maintain in place throughout the term of the engagement its own policies and procedures to ensure compliance with such legislation and shall enforce them where appropriate. Either party may terminate the engagement immediately by giving written notice to the other if the other party is found to have committed, or is reasonably suspected of having committed, an offence under the Bribery Act 2010 or the Modern Slavery Act 2015.

19.4. A waiver of any right or remedy under these terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

19.5. Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.6. Neither party shall, during the term of the engagement and for a period of one (1) year following its termination or expiry, directly or indirectly solicit, recruit or entice away (or attempt to solicit, recruit or entice away) any employee of the other party who has been involved in the provision or receipt of Services under these terms. Any breach of this clause shall entitle the aggrieved party to recover from the other, as liquidated damages and not as a penalty, a sum equal to fifty per cent (50%) of the relevant employee's annual gross salary at the date of the breach.

19.7. Subject to clause 2 (which sets out the hierarchy between these terms and any Engagement Letter and the exclusion of other terms), these terms (together with any Engagement Letter issued by us) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the engagement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or in any Engagement Letter. Nothing in this paragraph shall limit or exclude any liability for fraud.

19.8. You and we agree that the Services are provided solely for your benefit. Unless these terms expressly state otherwise, these terms do not give rise to any rights

under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement and, for the purposes of that Act, the agreement under which we provide the Services to you is enforceable only by you and us and not by any other party.

19.9. Save as provided in clause 19.2 above (in respect of amendments to these standard terms), no variation of the engagement shall be effective unless it is in writing and signed by or on behalf of each party.

19.10. If a dispute arises out of or in connection with these terms or the engagement (a "Dispute"), the parties shall in the first instance seek to resolve the matter through the complaints procedure set out in clause 16, where applicable. This clause is intended to complement, and not to replace, the complaints procedure. To the extent that a Dispute falls outside the scope of the complaints procedure, or where the complaints procedure has been exhausted without resolution, either party may give to the other written notice of the Dispute, setting out its nature and full particulars, together with relevant supporting documents. On service of such notice, the Dispute shall be referred to a senior representative of each party (being a partner or director or equivalent) who shall meet and attempt in good faith to resolve the Dispute within ten (10) business days. If the senior representatives are unable to resolve the Dispute within that period, either party may refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. For the avoidance of doubt, neither party shall be required to submit to mediation as a condition of commencing court proceedings in relation to any Dispute.

19.11. We may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of our rights and obligations under these terms on written notice to you. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights or obligations under these terms, or any rights accruing under these terms, without our prior written consent. Any purported assignment or other dealing by you in contravention of this paragraph shall be invalid and of no effect.

19.12. All records, invoices, notices and communications between the parties in connection with the engagement shall be conducted exclusively in the English language. In the event of any conflict between the English language version of any document or communication and any translation thereof, the English language version shall prevail.

19.13. The Potter Clarkson Group has zero tolerance for sexual harassment of its people, including by clients or other third parties. We expect all clients and those acting on their behalf to treat our people with dignity and respect. Please see our Safe & Inclusive Workplace statement in the Legal Notices section on our website for further information.