



BUILDING OUR RELATIONSHIP

IPULSE is committed to providing quality patent, trademark, design, copyright, confidential information and Domain Name (“IP”) services. We believe that by focusing on business objectives and helping clients to use IP and related rights to achieve those objectives, we provide real financial benefit to clients. We will therefore work with you and seek to understand your business needs.

Our relationship with clients is vital to our success.

We welcome your comments to help us achieve even better services. This document outlines what we believe to be good practice and constitutes our terms of business. It also provides information relating to our services and charges. These terms apply, except where agreed in writing otherwise, to all matters on which we receive instructions from you. Please read this document carefully. If you have any queries, please do not hesitate to contact us.

Our first meeting

We aim to establish a solid grounding at the outset that should enable things to move forward more easily and smoothly, including obtaining relevant facts and information. Unless you advise otherwise, you will be our Client in this engagement. It is important that full and complete contact and billing details are provided to us at the outset.

We aim to gain an understanding of the commercial context not just the immediate problem. We can then give you preliminary advice and agree with you how to deal with matters as we go forward. We will also try to make you aware of the costs involved and where suitable and requested discuss how you can plan expenditure as well as agree the basis for any appropriate budgets. We will also give you an indication of the timetable involved. If you are unsure, please ask.

Your Contact

Your Contact at Ipulse will be responsible for ensuring that you receive the best attention and will be mutually agreed between you and ourselves. In the absence of an agreed alternative your Contact will be David Rickard.

We aim to have your work done in the most cost-effective way. In some cases, this may involve other staff. No matter who in the firm assists with various aspects of your work, your Contact will oversee the work.

You hereby authorise your Contact and other qualified persons at Ipulse to complete and sign on your behalf such forms and other required documents as are necessary or desirable to carry out your instructions and you indemnify us in respect of all costs, claims, demands and expenses that may result from us carrying out your instructions.

Keeping everyone informed

Your Contact will keep you informed as your projects progress. You are always welcome to call or email us if you would like an update on your project(s) or if you would like to update us on matters pertaining to your project(s) or to your business in general. It is mutually beneficial for us to remain informed of your current matters and also any changes in your short/long-term plans. It helps us advise on the most cost-effective protection.



You agree that we can act on the instructions of any of your employees, agents or representatives and rely on information provided to us.

Many matters, for example applications for registration, take some time and involve numerous steps before they reach a conclusion, for example examination and opposition. We work on these on a retained basis. It is important that you promptly notify us of all changes that may affect our work with you, including change of address, personnel, commercial objective, or instructions. Costs will be incurred in processing communications from Patent/TM Offices (IPOs) and communicating with you. Some changes need to be recorded at IPOs.

You will make available to us timely and ongoing accurate and complete information and instructions along with all such information that is required to enable us to carry out our work. You acknowledge that it is important that, and agree to promptly disclose to us complete, accurate and up to date information, including all variations and changes as they occur, as well as any new circumstances which might be relevant to the work we are undertaking. This ensures that we can properly represent your interests. You acknowledge that deadlines are often imposed on us to respond to communications from IPOs and other officials, and that we are obliged to deal with all communications from IPOs; failure to respond fully and in time can result in rights being lost or extra fees being incurred. You agree that where more cost effective we may respond directly to them without contacting you. We are not responsible if clear and complete instructions are not received in time from you. We will try to send reminders but sometimes this will not occur and responsibility rests entirely with you.

Further, if you decide not to pursue any matter that we are handling, you will let us know in writing immediately. Until then we will generally do what we can reasonably do to maintain the same and you will indemnify us for all costs and expenses.

You may prefer to confirm oral instructions in writing. We will carry out oral instructions in all good faith but if they or oral advice requested by you is misunderstood or misinterpreted then you acknowledge that we have no liability.

Confidentiality and Conflicts

All work conducted for you is treated as confidential and will not be disclosed without your authority unless we are legally required to disclose the information. If there are particular issues that require extra vigilance, for whatever reason, you will tell us when the information is provided and advise how you would like it to be handled.

The nature of our profession is such that a conflict may arise or may potentially arise between two clients of the firm that requires us to seek a waiver from one client in order to undertake a project for a second client in a similar field of technology for example. Consequently, we have instituted a policy of asking our clients for a “blanket” waiver of such conflicts, in advance. This letter is our request to you for such a blanket waiver as follows. We may occasionally be asked by another client to handle a matter that may be in conflict to you. If such a matter is substantially related to work we have undertaken for you, or if it involves your confidential information that we have obtained in the course of representing you, we of course would not accept it. However, you hereby agree in advance to waive any conflict that might result from our representation of another client, so long as the matter is not substantially related to our work for you. Should you seek to withdraw this waiver in the future, we reserve the right to choose which client we will represent, without regard to which client first engaged us.



We may decline to act for one or both of the clients concerned in that matter. Appropriate procedures and arrangements exist to ensure that advice and opinions that you receive are wholly independent of and do not make use of knowledge or information confidential to any third party and we will not make use of any information confidential to you to the advantage of any third party.

Email communications

We will usually communicate with you via email unless you specify otherwise, or unless a hardcopy document is involved. You will appreciate that:

- (i) communications over the Internet may not be secure. Should you wish to use particular software to secure communications, please provide details and we will try to oblige.
- (ii) emails do not always reach the intended recipient. We do not guarantee therefore that every email sent by or to us will reach the intended recipient; we will try to acknowledge receipt of an email from you, therefore if you do not receive an acknowledgement, you should assume that it has not been received and contact us.
- (iii) viruses and other harmful items may be spread over the Internet. Whilst we take reasonable precautions to prevent these problems we do not guarantee that our email and attachments will be free from such items. Attachments are usually sent in "Word", pdf or XL format and are checked for viruses, but the recipient is responsible for ensuring that any attachment is virus-free before opening it and you should take precautions.
- (iv) We may monitor emails to investigate or detect unauthorised use of our email system, or for other purposes permitted by law. Personal data may therefore be collected; this will be treated as noted below.

Monitoring standards

To ensure that the highest standards are maintained we adhere to a firm set of principles, procedures and systems including:

- The appointment of staff of the highest caliber
- Personnel only deal with matters appropriate to their level of experience
- Participation of staff in ongoing training and education, and
- Close monitoring of work by senior managers.

We will so far as applicable observe the ethical guidelines of the European IP Office, and also where applicable of the European Patent Institute or SRA. You can see copies of these on their websites. Details about Ipulse are available at our office in London.

We will act as outlined in these terms with reasonable care and skill. However, we will not be responsible for any consequential losses, losses, penalties, surcharges, interest, damages or additional liabilities where you or others supply incorrect or incomplete information, or fail to supply or delay supplying any information or where you fail to act on our advice or fail to respond promptly to communications from us or authorities.

You will at all times (notwithstanding the termination of our engagement on an individual matter or generally) indemnify and hold Ipulse and all its attorneys and staff harmless against all and any costs or claims, damages, losses (including consequential losses) and expenses



(including reasonable legal fees) arising out of your performance or non-performance or resulting from any misstatement or misrepresentation (intentional or unintentional). You agree that we shall not be liable for (notwithstanding the termination of our engagement on an individual matter or generally) consequential or indirect losses. You further agree that any liability that we may have is limited to the total of the fees that we have charged to you in relation to the matter in question.

In the event that you do not engage us to pay the renewal/annuity fees for applications and/or granted IP, you hereby absolve us of all responsibility, liability, damages (including consequential), fees and losses (direct and indirect) in relation to reminders and renewal and maintenance therefore, and that may result from any failure or non-payment. We will not be required to notify you of any notices of non-payment that we may receive from an IPO and you agree that we have no liability for failing to do so. We will not be responsible for providing due date reminders. You are aware that we may engage a third party to provide renewal services and other services. Where we receive instructions from you and we instruct a third-party service provider but they fail to pay fees on time, or to properly and fully perform the requested task, or where any act or omission of theirs is responsible for any loss or damage, or they fail to act in a proper manner, or to protect your rights, we will cooperate with you to recover any losses, damages and fees from that service provider. In consideration of our reasonable assistance, you undertake and agree that you will not seek to recover any sums from us, including those that are not recovered from the service provider, and will pursue all claims against the service provider directly, without filing any claim or action against us. Our liability is limited to the amount you are able to recover from the third party.

IT

We regard effective management of data as important. Our clients experience the benefits and cost savings of that activity. We use quality hardware and software. We readily accept and provide documents by email, fax, mail, disk or other computer-readable media. If you would like further details of our IT capability, wish to discuss specialist IT facilities or have any suggestions we would be pleased to discuss these with you.

File management

A dedicated number is assigned to each client, matter, expense and bill. This enables us to archive and track the information easily and to ensure that all correspondence is assigned to the correct file and it is therefore important that you use our correct file numbers. Correspondence sent by us is archived electronically.

Outside Services

The nature of our work regularly makes it necessary to instruct outside experts to provide expertise we cannot ourselves provide directly, for example, foreign attorneys, counsel, investigators, translators or technical draftsmen. In addition, the local laws in many countries abroad require that local attorneys prosecute applications in national IPOs. We have an extensive network of independent contacts with whom we work and we choose from these carefully, taking into account your views as appropriate. We monitor the quality of the services provided on your behalf and on behalf of other clients and only instruct service providers who we believe are suitably qualified and competent. Where we instruct a third-party to carry out work you acknowledge and agree that we have no liability for the work of such third party and any failure by the third party to deliver services or any impact on our services or adverse effect of the third party's acts or omissions. You undertake and agree to (i)



indemnify us against all losses, costs and damages (direct and consequential) of all types arising from all acts and omissions of said third party, and (ii) pay us for all services and all invoices provided by us in a timely manner notwithstanding any acts or omissions of said third party.

Our Charges

Our charges comprise standard fees covering standard services and time charges, as well as charges based on time spent. For some stages of work, we have standard base fees, for example filing an application, but each has a number of variables, depending on the particularities of your requirements in each case. We will, if asked, provide rough guidelines costs for future work, taking account that a number of factors are outside our control. These will be given in good faith but by their nature are general and based on experience to help you roughly budget rough guidelines costs (they are non-binding and for guideline only). Some parts of each case are of a nature that we cannot reliably estimate the costs because, for example, we do not know beforehand what will need to be done (these factors being outside our control) for example during examination we will not know if an examiner will object to an application and the difficulty in overcoming an objection can vary from examiner to examiner. Exchange rate fluctuations will also have an effect, as will time delay between the estimate being given and the work carried out. We will be happy to discuss these costs at each stage and update you on time incurred.

Our billing rates are David Rickard and equivalent £350/hr for filing and examination, and £380 for other work. Paralegals/assistants £220/hr for filing and prosecution, and £250 for other work.

Disbursements, for example IPO fees and fees for outside services, may be incurred and may include a mark-up of 6% above the relevant buy/sell currency rate published in the Times Newspaper, foreign exchange risk allowance and bank charges. We will show these disbursement charges in invoices and include appropriate narratives.

Any hourly rates, fees, disbursements and estimates provided to you are net of VAT, which will be charged as applicable. Our fees shall be paid free of all deductions or withholding or bank charges, unless it is required by law, in which case you shall pay any such additional amount as shall be required to ensure that the net amount received by us is equal to the amount shown on the invoice.

We maintain computerised records of time and disbursements and can provide you with details on request within 30 days of invoice date. It is our practice to invoice matters at interim intervals as each stage is completed, and at the end.

In some cases, we may request payment on account as a precondition of work being carried out on your behalf. We accept no obligation to do the work until payment is received and cleared.

Satisfaction

Your satisfaction is important to us. We will also endeavor to inform you of likely due dates and you accept full liability for diarizing these dates and ensuring we have full instruction in good time. We will try to remind you closer to the due date but acknowledge that you may not receive the reminder and you agree that we have no liability for not reminding you.

We like to remain in contact with clients after matters are completed and may send



regular information updates.

In the unlikely event that something is not as you require please discuss it with your Contact. If the matter cannot be resolved at this stage you will write confidentially, sending full detailed reasons in writing and all supporting documentation, to David Rickard, the Senior Manager, who will investigate and report back to you as soon as possible without charge. We may engage a third-party mediator to assist, in which case, you agree to pay 50% of all costs of engaging the mediator, unless he/she finds substantially in our favour, in which case you agree to pay all of the mediation costs. You agree with us to try to resolve all disputes in a genuine and cooperative manner.

Payment

Unless some other arrangement has been agreed by us in writing in advance signed by our Managing Partner and an authorised signatory of the client, the entity/person who instructs us will be liable for full payment of all invoices and amounts owed and shall settle all invoices. You agree that all invoices are payable in full upon receipt by you and without set off, set aside or deduction. Whilst interest and late payment sums are due and payable in respect of outstanding amounts from the date of the invoice, we agree not to charge interest if the invoice is paid within 30 days. Interest may be charged on all outstanding amounts per day at per annum rate of 11% above the UK base-lending rate + statutory compensation. Further, any amounts not paid in full within 6 months will incur interim summarily assessed liquidated damages per day overdue compounding daily at per annum rate of 20% (less interest prior received from you). If you are not satisfied with an invoice, you shall provide notice and full specific details and reasons within 30 days of receipt of the invoice. You undertake to then use your best endeavors to resolve all objections within 15 days of the date of that notice. If you do not provide such details and reasons and make such endeavors, you are deemed to accept the invoice and shall pay it in full. Further, you agree that the period of any limitation based on a Statute of limitations shall not begin, and you will not resist any claim for payment unless and until such full detailed reasons have been given and you have established a valid and legally enforceable basis for non-payment. If you represent and our work relates to another entity or its rights, obligations, breaches, failure, property, or is to the benefit of its business, they are deemed jointly and severally liable for all amounts owed, invoices and costs and you will prior inform them of this.

We may incur/pay disbursements resulting from your instructions. Disbursements will be invoiced and are required to be settled on the same terms. We may ask for monies on account. We have no obligation to do work until payment in full is received. If you lose any rights late payment of disbursements, we are not liable; all liability being yours.

We also reserve the right to charge administration sums, costs, disbursements, fees and time (at upper rate) related to obtaining payment and dealing with queries relating to obtaining payment and any liquidation and pursuit of a claim against directors and others. Should any invoice remain outstanding beyond 30 days, we reserve our right to suspend ongoing work until all outstanding amounts have been paid. Should you not pay after one or more reminders, work on your matters shall be deemed suspended pending payment. Should you decline to pay without an acceptable reason, or should payment be outstanding for more than 120 days we may deem to cease acting. Any suspension of work may result in loss of rights; you assume full and total liability for any such loss. We are deemed to be absolved and not responsible; we have no liability in respect of such loss. You undertake not make any claim or take any action (direct or indirect) against us in relation to any such loss, damages or costs (including consequential). If, in our sole discretion we elect to suspend work, we will



use our reasonable endeavors to notify you prior to suspending such work.

You acknowledge and agree that these terms and conditions shall act as a bar to any proceedings you may bring against us in the event you suffer any damage or any loss of any nature from any failure to register, meet deadlines or suspension of your work, as a result of your failure to pay any invoices or monies on account that are due and payable in accordance with these terms and conditions. In the event that we do not receive payment for disbursements rendered by a third party, for example a foreign associate, we may advise that party to seek redress from you directly.

Monies held to your Account

If we receive significant amounts of money on your behalf, it will be placed on a non-interest bearing account unless it is disbursed shortly after receipt.

Files and Ownership of Intellectual Property

You acknowledge and agree that all documents and materials (whether electronic or hardcopy) including but not limited to working papers, letters, emails, memoranda, advices, reports, draft documents, specifications or otherwise and copies of any such documents and materials in relation to which we have carried out work for you is our property unless and until we assign them to you in writing. We are not obliged to provide you with such documents notwithstanding that all outstanding invoices have been paid. The documents and materials we create are used for the purposes of providing you a service and are not a work for hire as defined by the Copyright, Designs and Trade Marks Act 1988. You will not use any such materials, documents, work product or copies of them without our written permission to do so. You undertake to keep all documents we provide to you confidential unless we otherwise prior agree to their disclosure. If you wish to transfer your work from this firm to another firm, we shall from the date of notification cease to be your representative but (i) ownership of the IP remains ours until all invoices are paid in full, and (ii) any relevant files and documents shall remain with us; access to and copies of them may be provided (but excluding internal memorandum, advices or notes) subject to a copying charge being pre-paid and all outstanding invoices being settled. In some cases we may, in our discretion, be prepared to transfer our files (in whole or in part) after payment of all outstanding accounts and providing an appropriate indemnity in a form required by us against any future claim or request for information from the files in question. We shall be entitled to keep copies (at your cost) of such files for compliance with any laws or regulations.

You hereby assign to us all rights title and interest (legal and beneficial) in all applications and registrations together with all intellectual property the subject thereof and all intellectual property in relation to which you ask us to provide services (including all underlying inventions), free of all encumbrances. We will re-assign to you all legal and beneficial title in all intellectual property assigned pursuant to the foregoing sentence (except any work product in relation thereto) upon the fully cleared payment of all our invoices for work and disbursements and costs relating to the subject matter of these Terms or other work undertaken on your behalf. You acknowledge and agree that all applications and registrations recorded in your name shall be held in trust for us until payment of all invoices in full by cleared funds. You acknowledge and agree that in the event that payment in full is not received by us within 30 days of an invoice we shall (i) retain legal and beneficial title and authority in all your intellectual property the subject of our services, and we may sell, record in our name and otherwise complete our title in, deal with or dispose of all or part of the intellectual property and any applications and/or registrations thereof in our discretion, and



(ii) as at that 30 day date cease to be your representative at least until such time as your invoices are paid. You also undertake to do all things necessary to and take all necessary steps to give effect to the terms of these Terms, including but not limited to forthwith signing all documents to formally transfer title to us and to enable us to record our ownership.

You and all directors, partners and members (including those of any end client you represent) personally guarantee the payment of all invoices and all charges related to obtaining payment and dealing with queries, and will pay any difference between any amount recovered following any sale, and the amount owed. We shall be entitled to (i) seek an injunction to prevent you or any agent from selling, licensing, transferring or otherwise disposing of the intellectual property, and (ii) all other remedies, including but not limited to damages for any consequential loss. You and your directors undertake to sign on demand all documents requested by us to be signed to record, complete or legalise our right and title, and any disposal of the intellectual property, applications and registrations.

Without prejudice to any other right or remedy available to us, we shall be entitled to have a first and paramount lien on all materials, inventions, Intellectual Property, domain names and any applications to register the same, and any registrations and documents in our possession, power or control, relating to work touching or concerning the contract of services.

Please note that any use by you of any intellectual property, domain name, business name, indicia or copyright material associated with a trademark or otherwise which is owned by us under these terms and/or which is the subject of our services or is our work product, is used by you under license from us, whilst we are providing our services and until all invoices are paid in full (whichever is the latter). Should invoices remain unpaid for a period in excess of 60 days, we may require that you cease and desist from using any intellectual property, domain name, business name, company name, indicia or otherwise associated with any such application or registration and we will require such intellectual property, not already owned by us but associated with our intellectual property and/or work product, to be assigned to us at your cost. After a 90-day non-payment period any continued use of such intellectual property, domain name, business name, indicia or otherwise shall constitute an infringement of our rights and we reserve our right to seek an appropriate remedy. You acknowledge and agree that damages may not be an adequate remedy, and we shall be entitled to seek injunctive relief against you. In the event that it is necessary to seek any remedy against you, we shall seek the reimbursement of our costs on an indemnity basis.

Should we be unable to recover from a sale of the intellectual property the full amount of the invoices outstanding, we reserve our right to recover any shortfall from you as a debt.

In the event that you do not pay your debts for 60 days you and your directors severally personally undertake to do all things necessary and to execute all documents in order to record and make good our title in any and all intellectual property associated with the subject matter of our instructions (including any intellectual property held by you but associated with the intellectual property dealt with by us on your instructions, or which is our work product), and to sell, dispose, encumber or otherwise deal with any such intellectual property in our discretion, or otherwise to give full effect to intention of this section of these Terms.

Should you as an individual or a client company be unable to pay your/its debts as and when they fall due or if you decide to consult or appoint an administrator, liquidator or such other similar person to deal with your affairs, or agree to enter into any arrangement relating to a



debt, you shall prior to that appointment/agreement advise us immediately in writing and immediately complete and sign all relevant documentation to enable us to record and make good our title to such intellectual property and applications and registrations.

Please note that our files may be destroyed when no longer current and you should, therefore, let us know if you require these to be sent to you. The normal destruction date will be:

Trademark, Patent, Design applications	6 years from grant or earlier withdrawal
Litigation	6 years from final decision

Data Protection Act 1998

To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, instructing third parties to carry out work (for example foreign agents, experts, professional advisors), crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees. You have a right of access under data protection legislation to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the relevant provisions of the Data Protection Act 1998.

Money Laundering & proceeds of crime

The law requires us to identify new clients and we may therefore ask for evidence of identity. We may be required to disclose information to the Serious Organised Crime Agency or others. We are required under the Proceeds of Crime Act to report all knowledge or suspicion of benefit derived from criminal conduct.

To enable us to comply with our legal obligations under The Proceeds of Crime Act 2002, we are unable to accept large cash sums. A cheque or transfer from your bank are acceptable means of transferring funds.

Contracts (Rights of Third Parties) Act 1999

Only someone who is a party to these Terms has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms against us. The advice we give you is for your sole use and does not constitute advice for any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them unless we have specifically agreed to this.

General

In the event that you are acting as agent, representative or officer for some person or entity, you undertake on behalf of yourself and all you represent that (i) you have full authority to give instructions, (ii) all officers and all said persons and entities have agreed these terms, and (iii) you and all said persons and entities will act in good faith, and accept full personal responsibility, including for all instructions and for full and timely payment of our invoices no matter who you request the invoice to be issued to.

If you wish us to cease work on a matter you shall notify us in writing. We are deemed to cease being your representative and to act for you while work is suspended or if you decline to pay your invoices without a reason acceptable to us, or if you fail to pay invoices within 120 days. You



shall be responsible for all charges, and you will accept full responsibility for ensuring compliance with all deadlines, payment of all fees and taking all other necessary steps.

You agree that we have no liability and shall not be in breach of any duty or obligation to you if at any time we are prevented, delayed or hindered in complying with any deadline duty or obligation by reason of circumstances beyond our control, including but not limited to as a result of any failure act or omission by you or a third party (including foreign agents, experts and professional advisors). You also agree that in providing you with the services (i) except for any indemnification as provided in this Agreement, we shall are not liable to you or the other party by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under these terms, for any direct or indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, financial loss or loss of turnover business or goodwill, or increase in costs and expenses or the claims of third parties, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the services; and (ii) other than in respect of liability for death or personal injury, our total aggregate liability to you arising for whatsoever reason shall in no circumstance for any one incident or series of incidents exceed twice the amount of the fees actually paid by you to us in relation to the services provide about which you claim did not meet our obligation to you. We shall not be liable for any failure or delay or the consequences of and failure or delay in performance if it is due to any event beyond our control or the result of any third-party act or omission. No responsibility or liability shall exist unless all of our invoices, fees, disbursements, charges and other amounts owing have been paid in full. Further you agree that we do not have any liability or responsibility to third parties in connection with any of our services; our responsibility is to our client alone.

You undertake that you will not during our relationship or for a period of 24 months after the date of termination of our relationship directly or indirectly either on your own account or for any other person, firm or entity solicit or interfere with or endeavor to entice away from Ipulse or offer employment to or employ any person who at any time during the period of 24 months prior to that time or at the termination was employed by Ipulse or was a consultant to Ipulse. You further undertake that you will not for a period of 24 months after the date of cessation of employment or engagement as a consultant or advisor of any person by Ipulse, directly or indirectly either on your own account or for any other person, firm or company (i) solicit or offer employment to or employ or engage any such former employee, consultant or advisor, or (ii) directly or indirectly instruct said former employee, consultant or advisor, or (iii) transfer any work or matters from Ipulse to any business engaging such former employee, consultant or advisor, or (iv) instruct any such business to perform nlew intellectual property related work.

We reserve the right to choose which clients we act for at any time.

No change to these terms is valid unless agreed in writing by the Senior Manager of the firm. If any provision (or part) of this Agreement is invalid, illegal or incapable of being enforced by reason of any law of the United Kingdom or of the European Union: (i) that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected, and (ii) the parties shall in good faith amend this Agreement to put the parties back in the position they anticipated should such provision be valid and enforceable. Each of the parties acknowledges that, in entering into these terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or



innocently made) other than as expressly set out in this document.

If you are a “consumer” meaning “an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession”; then under the Consumer Contracts Regulations 2013 you have 14 days from the date of seeking our professional advice to cancel services. If you cancel this contract, we will reimburse to you all payments on account received from you (less any amounts we are entitled to invoice). We may make the reimbursement using the same means of payment as you used for the initial transaction, or other agreed means. If you cancel having already instructed us in writing to commence the work before the cancellation period runs out, then you will pay us our fees and the disbursements for the work carried out to the cancellation date.

You agree that every matter on which you instruct us (whether for you or your clients, if you are an agent) shall be under these Terms. The parties irrevocably agree that the interpretation of these Terms and all disputes and other matters arising in relation to or out of these Terms, the subject matter of these Terms, or in connection with the services will be (i) governed by and construed in accordance with English law and (ii) decided by and subject to the exclusive jurisdiction of the English Courts. You agree to submit to the exclusive jurisdiction of the English courts. The parties will perform, execute and deliver such further acts and documents as may be required to give effect to and implement the purpose of and to perfect these Terms.

The parties agree that any notice under this contract, exercise of right to cancel, notice of termination, and/or service of any legal documents (including a Claim), will be sent to the last known address of the party provided to the other, and acceptable means of service include personal, by first class or registered mail, and by email. Further, you agree that if you are located outside the UK, it will not be necessary for us to obtain the leave of the court to serve out of the UK. A notice delivered by: (i) hand will be deemed to have been received when delivered, (ii) pre-paid first-class post or registered/tracking post will be deemed to have been received 3 Working Days after posting, and (iii) email will be deemed to have been received on acknowledgement or delivery receipt.

These Terms are effective and binding from the date of engagement, whether signed explicitly or not. These Terms may be executed in counterparts. However, in the event that you have not signed a copy they will be deemed executed and accepted by virtue of you having provided instructions and engaged us (whether verbally, or in electronic or hardcopy form), and apply even if not executed. You will confirm your agreement to these Terms by signing a copy when requested and agree that the terms shall have full effect as from the date of your original instructions engaging us. If these terms are not in accordance with your understanding of the agreed terms you will advise us immediately.

Unless otherwise agreed, these Terms apply to future instructions from you. We reserve the right to amend these terms. Your continuing instructions will amount to your acceptance of these terms and conditions of business.

Thank you for taking the time to read these Terms of Business. If you have any questions or comments, we would like to hear from you.



Help us give you the best service

We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service please let us know by contacting:

Further information is available at our place of business or by contacting us at: Tel: +44 (0)7540 666163 [**djr@ipulseip.com**](mailto:djr@ipulseip.com)