

SUPPLIER TERMS & CONDITIONS

1 Introduction

- 1.1 The terms and conditions set out in this document (T&Cs) should be read in conjunction with the instructions given to you by us when we instruct you to regarding the services (Services) required by us to be provide by you (Instructions). These T&Cs together with the Instructions form the entire agreement and understanding (Agreement) between you and us, and supersedes all understandings, agreements of otherwise between the Parties. If you wish to assert any other terms or provisions that contradict or vary any terms of conditions of the Agreement they must be specifically drawn to the attention of David Rickard in writing prior to you beginning any work on our instructions and each and every variation must be prior agreed in writing by David Rickard otherwise you agree that this Agreement applies and you agree to be bound by and to provide services on that basis.
- 1.2 To the extent of any inconsistency between these T&Cs and the Instructions, the T&Cs shall take precedence.

2 Services

- 2.1 You agree to provide the Services in an efficient, timely and cost-effective manner, using the highest skills, expertise and care, and in any event before any deadline set by ourselves or any IP Office. You also agree to provide all advice, information and materials that may be required by us and our client to make properly and fully informed decisions relating to the matters the subject of the Services and their delivery in a proper, cost-effective and timely manner.
- 2.2 You acknowledge that time is of the essence. You agree not to charge or invoice us where our instructions are not completed and reported to us along with the related invoice forthwith (timely invoicing also being of the essence).
- 2.3 In the event that any part of or element relating to Services is to be provided, written or prepared as part of the Services by a sub-contractor, you undertake and agree to obtain without further charge from that sub-contractor forthwith an assignment by way of present assignment of future rights to all of the IP rights in such materials to us.
- 2.4 Any request for changes to the original Services, or further instructions or a change to the Services will be advised to you in writing in which case these T&Cs will apply to the provision of such.

3 Your Obligations

- 3.1 You agree to act in good faith towards us and our client and in providing Services at all times.
- 3.2 On receipt of our instructions you will acknowledge them forthwith and you will forthwith provide us promptly with sufficient complete and accurate information and materials as may be required or requested to enable us to provide you with all necessary information, data, documents and materials to process and complete our Instructions and for the proper, complete and cost effective performance of the Services to the highest standards, time being of the essence, including unfettered access to appropriate and qualified members of your staff.
- 3.3 You agree to provide us with accurate, up to date and complete information regarding your services, experience, business, and personal relevant to provision of IP services and Services.
- 3.4 We will at various stages provide to you data, information, materials, drawings, images, drafts, strategies, and Instructions. You acknowledge that we engage you because you are an expert in your field and/or territory and you agree that you are therefore solely responsible for ensuring the sufficiency of any data, information and materials provided to us and that such is provided within a sufficient time to enable you to properly, fully and efficiently perform the Services. You undertake to carefully check all instructions, information and materials for accuracy, completeness and sufficiency, and to provide full and detailed feedback. You hereby acknowledge that failure to do so in a timely manner may adversely impact on the final deliverable/Services and/or costs and you accept full liability and responsibility for same. You will inform us promptly if you reasonably believe that any of same provided by us is inaccurate, inadequate, incomplete, or insufficient to enable you to provide best quality Services and/or to achieve the best protection maintenance, and enforcement of our client's IP that they want. You will inform us promptly if you reasonably believe that any of same is misleading or likely to give rise to any civil claim or to contravene any legislation, court order or undertakings.
- 3.5 You agree that we shall not be liable for and you will fully indemnify us and hold us harmless against any and all direct, indirect or consequential losses, damages, increased costs, legal fees or charges (including all of our time and costs) arising from or relating to (i) any delay or failure to act on our instructions or provide the Services and related invoice forthwith, (ii) failing to perform the Services forthwith on receipt of instructions from us, or (iii) any delay or failure to meet the relevant deadlines or to remind us of an upcoming deadline in a timely manner, or (iv) any reason attributable to you or your (including all sub-contractors, servants, employees and agents) acts or omissions. In addition, you agree to pay us the amount of any and all compensation that we may negotiate with our client in relation to same together with all

- professional fees and costs of ours in resolving and dealing with the aforesaid, or any omission, or delay, or failure to timely provide the Services Instructed or part thereof and related invoice.
- 3.6 You acknowledge that the Internet is an inherently unsecure environment and that the integrity and security of your computer system(s), software and data may be compromised or at risk of loss or damage as a result of unauthorised or other misuse or 3rd party breaches. You shall be solely responsible for adopting, implementing and maintaining safety and security measures so as to minimise such risk. We shall not be liable for any breaches of security or unauthorised entry in to your computer system(s), software or data, unless such breaches of security or unauthorised entry are due to our negligence or wilful misconduct. You also acknowledge that email can be unreliable; if we do not respond or acknowledge receipt of your email, you will contact us until we acknowledge receipt.
- 3.7 You will ensure that communications and documents in electronic format (including attachments) are prior checked for viruses and malware and ensure that they are virus and malware free before sending it. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the service, including any software viruses or any other computer code, files or programmes.
- 3.8 You acknowledge and agree that all works derived from the Services shall form part of our archive and we are entitled to retain such copies and all rights therein in perpetuity (save as expressly prior agreed in writing with You). You hereby assign by way of future assignment all IP rights in all work product, data, images, drawings, materials, communications and information created as part of the Service (including such created in connection with the subject matter of engagement of your firm and you by us and also the instructions provided to you) and will on request transfer and provide all copies of the same to us together with a formal document assigning all rights to us. In the meantime, you agree to hold these on trust for us. You further acknowledge and agree that we shall be entitled to publish, display, broadcast or otherwise use any such works for the purpose of promoting our business and otherwise. You also acknowledge that we are permitted at all times to use and to publish on our website and other media (including social media) as well as our portfolio (paper or electronic) and in promotional and publicity materials, and case studies, and for educational purposes, lectures and training, copies of all works, work product, data, images, drawings, materials and IP created as part of the Services. You further hereby waive all rights, impediments, restrictions, privilege and all other basis and rights, and shall ensure that similar waivers are obtained from all third parties, for not providing us with all information, data, materials and communications relating to or connected with the subject matter of the engagement of your firm and you bias, and also the instructions provided to you.
- 3.9 You will obtain and maintain, at your own risk and expense, such authorisations, permits, and licences as may be necessary for the performance of the Services.
- 3.10 In the event that any client of ours terminates their relationship with us, any and all Fees that have not been invoiced at that time will be invoiced by you directly to the client or their new agent, with a copy being provided to us. You agree that we will not be liable for any Fees invoiced after that time or for any invoices not received by us before that time.

4 Our Obligations

- 4.1 We shall use our reasonable endeavours to obtain full and detailed instructions from our client and to provide you with data, information and materials to enable you to provide the Services or to respond to any queries from you regarding any deficiencies within the time schedule set out in the Instructions. We shall also endeavour to provide accurate information as to any IP Office deadline, however, any times or dates specified in the Instructions or otherwise in writing are only estimates and you should make all enquiries to check them with local requirements. We shall not be liable for any failure to provide Instructions or deliver Services by any due dates due to reasons outside of our reasonable control. We shall endeavour to notify you promptly in the event that we become aware that there is a material risk of any delay.
- 4.2 You acknowledge that due to the nature of computer software and digital documents and communications, any materials which are provided may not be error or bug free and we make no representations, nor give any warranties to that effect.
- 4.3 Subject and conditional upon our having received a sufficiently detailed brief from our client, we shall deliver data, images, drawings, information and materials to support the Instructions; these always remain our property. You shall review the Instructions immediately (but in any event within 2 days after delivery by us or if sooner, the due date given by us, or the IP Office due date (whichever is earlier) and forthwith take action to carry out our Instructions and provide Services. In the event that this is not possible and you need further instructions you will contact us immediately and take all steps to protect our client rights and position (after obtaining our written confirmation of the proposed action unless it is not possible to obtain our further instructions in time). The Parties shall continue to follow this process until the completed Services are provided. Upon approval of any work or part thereof or any instructions to complete a task (unless an alternative payment structure has been pre-agreed), you shall forthwith provide us with your

invoice for Fees for work done and approved or otherwise in accordance with the Instructions.

5 Fees and Terms of Payment

- 5.1 You agree to only charge reasonable time for providing the Services and only to charge those actual disbursement incurred to provide the actual Services without any mark up, round up, or general costs.
- 5.2 The Fees will be based upon the agreed specification of the Services described in the Instructions. If for whatever reason any change is made to the Instructions, the Fees may be subject to reasonable revision to reflect such changes.
- 5.3 We acknowledge that in the normal course of the provision of the Services, changes, amendments or other modification may be required to be made. In such event, you shall notify us in advance of any changes you deem necessary and shall agree with us in advance the variations to be made to the Instructions and any consequential additional Fees and/or expenses required to be paid and on what dates by notice in writing.
- 5.4 The Fees may be increased to reflect any increase in costs to you which are due to any factor beyond your control such as the imposition or increase of any tax duty or other levy, any variation in exchange rates, or any delay caused by any instructions given by us. You shall as soon as practicable notify us of any adjustment to the Fees, and where at all possible prior to performing the work; if you do not, the old Fees will be charged.
- 5.6 Included in the Fees shall be reasonable out-of-pocket expenses and third-party charges directly and properly incurred by you to provide the Services as Instructed and in the proper performance of your obligations under this Agreement, including but not limited to IP Office fees, travelling, and accommodation expenses.
- 5.7 If you engage a third party to do any work in relation to any aspect of the Service or any related or connected matter, then you shall do so entirely at your own risk and you accept and agree to be fully liable for any acts or omissions that adversely affect the Services or interests of our client. You acknowledge that we have no liability for and you fully indemnify us and hold us harmless in relation to all acts and omissions of such third party and any failure by the third party to deliver services to you or any impact on Services or adverse effect of the third parties acts or omissions. You undertake to indemnify us against all losses, costs and damages (direct and consequential), including legal costs and our time and disbursements dealing with the matter, arising from all acts and omissions of said third party.
- 5.8 In the event that you decide to terminate this Agreement you will assist in all ways without charge (including provision of data, information and materials) to enable us to transfer work to another provider in a timely manner.
- 5.9 Subject to any agreement in writing to the contrary, you may in the normal course of events submit invoices for Fees on a task/stage completed basis (rather than monthly), however, invoices will be provided to us forthwith on receipt of instructions from us to complete the task. You acknowledge that time is of the essence and agree that if you fail to provide us with the invoice at that time you will cancel all fees and charges (including disbursements) and not pursue any claim or request for payment thereof. Payments of invoices may at our option be made with any deductions or set-off, and can be made taking account of a contra for amounts invoiced by you to use for work done by us for you.
- 5.10 If we are not satisfied with any invoiced amount, you must provide full specific details and a full breakdown of all fees within 7 days of receiving any request from us; you also undertake to use your best endeavours to resolve all objections within 15 days of raising any query. If you do not provide such details and reasons and make such endeavours you are deemed to void the invoice as improperly rendered and you agree no payment is due and no claim will be made for it.
- 5.11 If payment is not made of invoices submitted to us in accordance with these T&Cs within 120 days, you will be entitled to institute legal proceedings to obtain payment and to charge interest of 1% per year on unpaid amounts. Failure to obtain payment within 5 years of the date of your invoice is deemed to render the invoice null and void and you agree not to institute any proceedings in connection therewith.
- 5.12 Any disputed invoice shall not relieve you of any obligation to pay any amounts due to us.

6 Confidentiality

- 6.1 You will not, save solely for the purpose of providing the Services as instructed by us, at any time use, disclose or provide to any other party (including our client or anyone claiming to act on our client's behalf) both during the period of this Agreement and after termination, without the our prior written approval any Confidential Information, or any materials, commercial or business information, financial (including invoices) information and materials, data or images relating to us or the Services or any other services provided previously by you to us or on our behalf, or disclose the contents of or make any documents, drawings, image, data or information (or copies or derivations) connected with the Services or previous services available to any third party, either in whole or in part, or use them for any purposes other than for the purposes of performing the obligations to us under this Agreement. You hereby waive any confidentiality, privilege and

restrictions to you providing to us all work product, data, images, drawings, materials, communications and information created as part of the Service (including such created in connection with the subject matter of engagement of your firm and you by us and also the instructions provided to you) and will on request transfer and provide all copies of the same to us.

6.2 You undertake and agree not to: (i) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in our materials, data, software, website or service, (ii) use any robot, spider, scraper or other automated means to access any of our electronic materials, data, websites or services, (iii) copy, make derivations, decompile, reverse engineer or disassemble any software, materials, data, drawings, images, information, products or processes, (iv) insert any code or product or manipulate any of our content in any way, (v) or use any data mining, data gathering or extraction method, and (vi) not to copy or use any materials, data, or information not specifically approved for your use under these T&Cs, and then only to the extent specifically permitted herein.

6.4 This clause 6 shall survive termination or expiration of this Agreement.

6.5 We acknowledge that you may need to provide Confidential Information and materials to any sub-contractor you engage in order to provide the Services, however, you undertake that it will only be provided on condition that the sub-contractor agrees in writing to be bound by the same provisions as if they were a party to this Agreement, and that you remain fully liable for provision of the Services and any breach of confidentiality.

7 Intellectual Property and Other Rights

7.1 You acknowledge and agree that all rights, title, interest of all IP relating to the Services belong to us, including in all day to day work product and all know how. For the avoidance of doubt, we retain all IP rights existing in all data, information, drawings images and materials presented to you

7.2 Where the Services require you or anyone sub-contracted by you to create any data, information, images, drawings and materials, or IP giving rise to any rights you hereby assign to us by way of future IP rights all rights title and interest in all said materials and all IP worldwide to the intent that all IP rights and all other proprietary rights in such shall vest at all times in us and remain our property.

Know-How

7.3 The rights granted under this Agreement do not include any right to use our Know-How nor any material created by any third party save as expressly agreed in our Instructions.

7.4 You undertake to take all necessary steps to protect our Know-How in the same manner as you would any highly Confidential Information. You shall not share any or part and not to pass it on to third parties or affiliates and shall not use it for any purpose outside of this Agreement.

7.5 This clause 7 shall survive termination or expiration of this Agreement.

8. Data Protection

We use the information you provide primarily for the provision of services to clients and managing our business and for related purposes including:

- > Providing services and advice to clients
- > Communication with relevant parties
- > Organizing, running and managing our business
- > updating and enhancing records
- > obtaining, maintaining, protecting, enforcing and otherwise assisting our clients and their rights
- > analysis to help us manage our practice
- > statutory returns
- > legal and regulatory compliance.

Our use of that information is subject to client instructions, the GDPR, our Privacy Policy (available on the website listed below), Data Protection Act 1998 and our duty of care and confidentiality. Please note that our work may require us to give information to third parties such as expert witnesses, counsel, tax authorities. insurers and professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information that we think might be of interest to you. If You do not wish to receive that information, please notify our office in writing.

9 Warranties and Liability

9.1 Subject to the terms and conditions set out below and elsewhere in the Agreement, we warrant that: (a) we have the right and authority to enter into this Agreement, (b) we shall provide Instructions using reasonable skill and care; (c) we shall respond to appropriate queries from you

relating to amending previous Instructions and providing improved Services and obtaining further instructions from our client using reasonable skill and care; (d) within the extent of our knowledge at the time and instructions from the client, our Instructions to you should be fit for their particular purpose; and (e) we will comply with our obligations as described in clause 4 above. Except as expressly provided in these T&Cs unless we are grossly negligent in connection with a fundamental aspect of the Instructions, or have engaged in fraudulent misrepresentation or wilful misconduct, we shall have no liability to you or to our client in respect of any claim, loss or damage whatsoever (including consequential or indirect loss), special or economic loss of any kind, or costs, legal fees, or loss of profits, business, contracts, revenues, goodwill, or production and/or anticipated savings, arising in whole or in part from or in respect of the Services or in any failure, act or omission.

- 9.2 We shall have no liability whatsoever in relation to any loss or damage arising out of any negligence or default by any third-party suppliers or sub-contractors.
- 9.3 In addition to the warranties and limitations elsewhere expressed in these T&Cs, subject to the terms and conditions set out below and elsewhere in the Agreement, you warrant that: (a) you have the right and authority to enter into this Agreement, (b) you shall use your best endeavours and all skill and care in providing Services and in advising us in a timely, efficient and cost effective manner, (c) you will provide all invoices to us forthwith on completion of the instructed task; (d) the Services shall comply with the Instructions (as may be amended by us after further communications); (e) you will comply with your obligations as described in clause 3 above; (f) the Services will be free from defects in material and workmanship; (g) the Services are fit for their particular purpose; and (h) the Services are in accordance and comply with the best practices in the industry. Except as expressly provided in these T&Cs there is no limit on your liability for breach of the Agreement, negligence or failure to carry out any instructions in accordance with best industry practices, breach of your duty of care, or these warranties, or the Agreement or any acts or omission adversely affecting us or our client.
- 9.4 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent by permitted law.
- 9.5 In the event that there is any claim or dispute or threatened claim or dispute by our client that relates to acts of omissions of yours or your agents then you agree to accept service of all letters before action, and legal proceedings directly and to exclude us from being named as a party. You will keep us apprised at all stages of all negotiations, communications and aspects of proceedings.
- 9.5 Neither Party excludes or limits liability to the other for death or personal injury caused by the negligence of the other Party or its agents or sub-contractors.

10 Dispute Resolution

- 10.1 If you have any cause for complaint in relation to the Instructions or our staff, you should, in the first instance, report your concerns in confidence to David Rickard.
- 10.2 If a complaint cannot be resolved to both Parties' satisfaction, or if a disagreement arises as to our relationship or Agreement, each Party shall each nominate a senior executive, vested with authority to settle the disagreement, to meet and attempt in good faith to resolve the dispute. The meeting will be held promptly at the request of either Party at our offices at a time reasonably proposed by the Party requesting the meeting.
- 10.3 If a complaint is not resolved after 10 working days following the meeting referred to in sub-clause 10.2 being held, then upon notice from either Party to the other Party the dispute may be referred to the English courts.

11 Termination of Agreement

Either Party may terminate this Agreement:

11.1.1 by you providing 45 days prior notice in writing to us;

11.1.2 by either Party if the other Party commits any breach of the Agreement which is capable of remedy and fails to remedy such breach within 30 days after being required by written notice to do so; or

11.1.2 without notice if the other Party becomes insolvent or is unable to pay its debts as and when they become due. A Party will be deemed to have become insolvent if it convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors, or if the other shall be unable to pay its debts within the meaning of Section 123 or Section 268 of the Insolvency Act, 1986 or if a trustee, receiver, or similar officer is appointed in respect of all or any part of the business or assets of the other, or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other, or for the making of an administration order (other than for the purpose of an amalgamation or reconstruction).

12 Indemnities

- 12.1 You confirm that you have professional negligence, civil liability, intellectual property, defamation,

fraud/dishonesty, defence, legal fees, lost documents, mitigation of loss and all other insurance more than adequate to cover all potential liabilities and indemnitees under the Agreement or which might otherwise arise in connection with the Services or any failure or omission relating thereto.

- 15.2 Notwithstanding any representation, or any implied warranty, condition or other term, or any duty at common law, or under the Agreement, you hereby indemnify us and will keep us indemnified, for any direct or indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, legal costs (including our time and disbursements connected with dealing with matters), out time and expenses, 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 (i) the supply or failure by you or any agent of yours to supply high quality Services, (ii) any breach of any term, condition or warranty of the Agreement, (iii) any delays or inaction by you or any agent of yours, (iv) any act or omission of yours or any agent of yours that results in any adverse effect on us or our client (or any licensee), (iv) any loss of rights or adverse effect or commercial loss connected in whole or in part with you or your agents, employees contractors or servants acts or omissions, (v) any claim for infringement of any IP rights relating to any materials you have provided, and (vi) any representation made to us in providing the Services by you, your directors, employees and affiliates.

13 Protection of Our Staff

You will not during or for a period of twenty-four (24) months after completion of our relationship with you under any current or future instructions (whichever finishes later) directly or indirectly either on your own account or for any other person, firm or company solicit or interfere with or endeavour to entice away from us or offer employment to or employ any person who at any time during the period of twenty-four (24) months prior to or at the termination was employed or engaged as an agent, consultant, sub-contractor or otherwise by us. You acknowledge and agree that each of the restrictions in this clause are enforceable independently of each of the other and its validity will not be affected if any of the others are deemed to be invalid. If any of the restrictions are invalid but would be valid if some part were deleted or reduced in scope, the restriction will apply with such modification as may be necessary to make it valid.

14 Force Majeure

Either Party shall be excused from performance of any obligation under this Agreement if and to the extent that it is prevented from such performance by reason of any event of force majeure which shall include, any strike, lockout, labour disturbance, government action, riot, act of terrorism, act of war, armed conflict, act of God, or accident or technical failure. Should such event of force majeure lead to the non-performance of a material obligation which non-performance continues for a period in excess of 60 (sixty) days then the Party to which that obligation is owed shall be entitled to terminate this Agreement and each Party shall thereafter be released from their respective obligations under this Agreement.

15 General Provisions

- 15.1 The Agreement and Instructions (as amended from time to time) constitute the entire agreement and understanding between the Parties and supersede any previous representations, discussions or agreements between the Parties. You agree that unless we prior agree in writing to any variation of the Agreement they supersede and override any other terms or contract, including you own and you agree to provide Services on the basis of the Agreement only.
- 15.2 Communications will often be sent by us to you by email; they are for the addressee only and may not be copied, altered, distributed, disclosed, reviewed, stored or otherwise used by anyone without prior written authorisation. If you are not the addressee or this email is received in error, please inform the sender immediately and delete it. Attachments are usually sent in "Word" and/or "pdf" format and are checked for viruses and malware, but the recipient is responsible for ensuring that any attachment is virus-free and malware free before opening it.
- 15.3 No variation of this Agreement will be valid unless prior agreed in writing by David Rickard. No waiver of any term of this Agreement shall be effective unless in writing and agreed by us.
- 15.4 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
- 15.5 Any notice given under this Agreement by either Party to the other Party must be in writing and may be delivered personally or by recorded first class post or by acknowledged email to the other's address stated in communications or their website. Notices sent by post will be deemed to have been given 2 working days after the date of posting. Either Party can change its address for service to another address by giving reasonable written notice to the other Party.
- 15.6 This Agreement shall be governed interpreted and construed exclusively in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

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 services please let us know by contacting:

Further information is available at our place of business, on our website at www.ipulseip.com or by contacting us at: Tel: +44 (0)20 7223 4979 or djr@ipulseip.com