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1. The Client

- 1.1 In these Terms of Business (“these Terms”), “Client” means the person, firm or company from whom Innovare IP receives instructions. If the Client is a company and is a member of a group of companies, these Terms of Business shall apply to the holding company of the group and its subsidiaries and associated companies.
- 1.2 The Client shall be liable for all costs, charges and expenses in respect of work carried out and advice provided by Innovare IP.
- 1.3 Instructions received from any person, firm or company acting on behalf of another (“the Agent”) (including without limitation his employer or partner or, in the case of a solicitor, accountant or other agent, his client) are accepted on the basis that the Agent has all necessary authority to give the instructions and bind the Client as its principal.
- 1.4 In the case of foreign originating work an Agent, as defined in subsection 1.3, shall be liable for all costs, charges and expenses in respect of work carried out and advice provided by Innovare IP where the Agent instructs Innovare IP on behalf of a principal.

2. Innovare IP

- 2.1 Innovare IP Ltd, herein “Innovare IP”, “we”, “us”, “our”, “the firm”, is a company incorporated in Scotland (Registered Number SC620722) and having its Registered Office at 95 Camus Avenue, Edinburgh EH10 6QY, UK. Innovare IP’s correspondence address is also 95 Camus Avenue, Edinburgh EH10 6QY, UK.
 - 2.2 The terms set out in these Terms apply to all dealings between Innovare IP and the Client.
 - 2.3 Your contract is with Innovare IP, Innovare IP is registered for Value Added Tax No. GB 315 9331 10.
 - 2.4 These terms of business supersede any earlier terms of business we may have provided to you.
 - 2.5 There is no contract between you and any member, employee or consultant of Innovare IP. Any advice given to (or other work done for) you by a member, employee or consultant of Innovare IP is given (or done) by that person on behalf of Innovare IP and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work. All correspondence and other communications sent to you in the course of our work, whether signed by a member, consultant or employee will for all purposes be treated as having been sent on behalf of Innovare IP.
 - 2.6 You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation, would otherwise be owed to you by any member, employee or consultant of Innovare IP, such duty is excluded and you agree that you will not bring any claim – whether on the basis of breach of contract, tort (including without limitation negligence), delict (including without limitation negligence), breach of statutory duty or otherwise howsoever – against any member, employee or consultant of Innovare IP in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you; Accordingly any claim that you wish to make can only be made against Innovare IP and not against a member, employee or consultant of Innovare IP.
 - 2.7 When you instruct us in relation to any new matter or case, we will normally send you a letter confirming your instructions (an engagement letter). The terms of an engagement letter (if any) and these Terms will together form a contract between you and us in relation to that matter or case. If there is any conflict between them, the engagement letter terms will prevail over these Terms.
 - 2.8 Innovare IP is regulated by the Institute of Professional Representatives before the European Patent Office, “EPI”, as we are European patent attorneys. As such, we are bound to follow the professional rules as outlined on the EPI website: www.patentepi.com/en/the-institute/rules-and-regulations.html
- ## 3. Basis of Acting
- 3.1 Innovare IP will act for the Client either to carry out *specific instructions* only, or on a *retained basis* (to review and advise on the Client’s intellectual property affairs on an on-going

basis). For on-going matters such as pending and/or granted patent, design or trademark applications, Innovare IP will act on a retained basis unless otherwise expressly agreed with the Client.

- 3.2 Innovare IP may also act for the Client on a retained basis by way of a *retainer* (regular payments for review and advice on non-case specific matters such as guiding business decisions, IP capture, innovation management, technology transfer advice, IP due diligence, IP training/upskilling, IP portfolio management).
- 3.3 Innovare IP shall not be obliged to accept or act upon instructions from a Client when, according to subsection 4.2 below, the Client has failed to complete a payment on account in respect of those instructions.
- 3.4 Innovare IP shall ensure that the services provided to the Client are carried out by suitably qualified personnel and will try to avoid changes in personnel. However, Innovare IP cannot guarantee that specific personnel will carry out the services for the Client and Innovare IP reserves the right in its absolute discretion to change the personnel engaged in providing the services.

4. Estimate and Payments on Account

- 4.1 On the request of a Client when giving its initial instructions, Innovare IP will provide an estimate of the likely cost. This estimate will be for guidance only and may be increased or decreased during the course of the transaction. Reasons for such increases or decreases may, for example, include fluctuations in foreign currency exchange rates and actual length of professional time required to fulfil the Client's instructions.
- 4.2 Innovare IP may, from time to time, require *payment on account* from the Client in respect of its charges, expenses and disbursements. Innovare IP shall off-set such payment against its invoices, although the Client acknowledges that the total charges, expenses and disbursements may be greater than the sum of the payments on account. Innovare IP shall usually not commence work until funds have cleared into our account where we have requested payment on account for that work.
- 4.3 Where Innovare IP receives *payment on account* from the Client in respect of its charges, expenses and disbursements, money is held in an account which is separate from Innovare IP's business current account.

5. Payment Terms

- 5.1 The charges of Innovare IP are based on *variable charges* reflecting professional time spent on any one piece of work, *fixed charges*, *service charges* or a combination thereof ("Professional, Fixed and Service Charges"), as well as any expenses or disbursements Innovare IP is required to pay on your behalf (third party charges and/or official fee costs incurred on your behalf, hereinafter "Outlay Charges"). *Variable charges* may be adjusted from our standard hourly rates to reflect the complexity and size of work, requirements for specialised knowledge, lateness of instructions or other factors. If *variable charges* need to be adjusted, this will be confirmed with the Client before commencing any one piece of work.
- 5.2 Innovare IP may review and adjust our charges from time to time, and we shall notify you of such changes when they occur. Our *Fee Schedule*, including hourly rates of the

attorneys and advisors acting on your behalf, can be provided upon request.

- 5.3 Innovare IP may submit *interim invoices* in respect of its charges and expenses at appropriate intervals while the work is in progress. Innovare IP will submit a *final invoice* after completion of the work.
- 5.4 If for any reason the Client's matter does not proceed to completion, Innovare IP shall only charge the Client for the work done and the expenses incurred.
- 5.5 Payment of all invoices rendered by Innovare IP is due (in cleared funds) within 14 days of the date of the invoice to the Client. The Client shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution howsoever arising.
- 5.6 Innovare IP may charge interest at the rate of 4% above the Bank of England base rate from the due date of payment until paid.
- 5.7 If the Client has any query about any invoice submitted by Innovare IP, it should contact the person at Innovare IP dealing with the Client's work straight away.
- 5.8 Innovare IP's accounts are *due for payment within 14 days of delivery* unless otherwise agreed.
- 5.9 You will be responsible for payment if a third party who is due or has agreed to pay us on your behalf fails to do so.
- 5.10 Payment in relation to these terms means the receipt by us of cleared funds in our bank account covering the relevant fees, disbursements and VAT.
- 5.11 We may, at our discretion, as a condition of acting or continuing to act for you, require payment on account of fees and disbursements and/or payment of interim accounts immediately on delivery. Unless otherwise agreed with us, we will require payment for transactional work before completing the transaction and our fees are not conditional on completion.
- 5.12 Where funds are held by us in or sent to our client account on your behalf, you authorise us to make payment by deduction from such funds.
- 5.13 Where payment is not made in accordance with agreed terms, we reserve the right to charge interest and/or to cease further work (whether in respect of the particular matter upon which the relevant fees were charged or any other work).
- 5.14 Innovare IP may suspend and refrain from taking any action in relation to a Client's affairs without any liability to the Client (even in the case of the loss of any rights of the Client) if Innovare IP has specified that it will not take any action unless a payment on account is made and such payment has not been made in full, or if any invoice of Innovare IP rendered to the client has not been paid in full within 14 days of its delivery to the Client (or earlier if a shorter payment period has been agreed in order to meet a deadline). Any such suspension of work or any cancellation by the Client of the instructions given to Innovare IP shall be without prejudice to the rights of Innovare IP to invoice and be paid for work undertaken and advice provided prior to the date of suspension or cancellation.
- 5.15 In the event that Innovare IP is required to make a payment to a third party on behalf of the Client which involves a currency conversion we reserve the right to charge the Client a 10% handling fee (calculated as 10% of the equivalent pound sterling value of the payment originating in a foreign

currency converted at the daily foreign exchange 'spot' rate.)
A handling fee is designed to offset the associated costs to Innovare IP when making payments involving currency conversions.

- 5.16 In some situations, the Client may be able to recover costs from another party. The amount of Innovare IP's costs that the Client has to pay may be greater than the amount the Client can recover from the other party. If this happens, the Client will have to pay the balance of Innovare IP's charges and expenses. In some circumstances, the Client may be ordered to pay the other party's charges and expenses. This money would be payable in addition to Innovare IP's charges and expenses.
- 5.17 Innovare IP reserves the right to employ the services of solicitors and/or debt collection agents to pursue invoices charges that remain unpaid for 30 days or more.

6. Client Responsibilities

6.1 The Client represents and warrants to Innovare IP that all information provided to Innovare IP will be complete and accurate and that to the best of his knowledge, any instructions given by him will not cause Innovare IP to infringe the laws or other regulations of any country.

6.2 The Client authorises Innovare IP to complete and sign on behalf of the Client such court and other official forms and applications as are necessary or desirable to carry out the lawful instructions of the Client and the Client will indemnify Innovare IP in respect of all costs, claims, demands and expenses that may result from the exercise of the authority given by this clause.

7. Liability

- 7.1 This paragraph contains restrictions on our Liability to you in the event that you bring a claim against us. Accordingly, you should read and consider this paragraph carefully.
- 7.2 We will only provide our services under these terms to you and we neither assume nor will have any Liability to any third party arising from the provision of such services.
- 7.3 In this paragraph 7, Liability means our entire liability (including any liability for the acts or omissions of our members, consultants, employees, agents and subcontractors) to you in respect of any loss or damage caused to you, including any arising from:
- 7.3.1 breach of duty to you;
 - 7.3.2 breach of our contract with you; or
 - 7.3.3 any representation, statement, or tortious/delictual (including negligent) act or omission under or in connection with the services we provide to you.
- 7.4 Except where expressly set out in these terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. For the avoidance of doubt, we shall not be liable for special, consequential or economic losses, or loss of opportunity or special or punitive damages.
- 7.5 Nothing in these terms or elsewhere excludes or limits our Liability:
- 7.5.1 for death or personal injury caused by our negligence;
 - 7.5.2 for any matter for which it would be illegal for us to exclude or attempt to exclude our Liability;
 - 7.5.3 for fraud or fraudulent misrepresentation; or
 - 7.5.4 for our reckless disregard of our professional obligations.

- 7.6 We will not be liable for any loss or damage suffered by you arising from any fraudulent or negligent act or omission, misrepresentation or default:
- 7.6.1 on your part;
 - 7.6.2 on the part of any of your agents; or
 - 7.6.3 on the part of any other third party acting on your behalf.
- 7.7 We will have no Liability for:
- 7.7.1 any loss or damage that you may suffer as a result of any change in the law, or in the interpretation of the law, that occurs after we have given our advice to you;
 - 7.7.2 any tax advice, or any failure to give tax advice, unless such tax advice is an integral or clearly specified part of the agreed services. Tax for this purpose includes all elements of national, international, local governmental or other taxation, imposition of duty, VAT, stamp duty or other levy or charge; or
 - 7.7.3 any advice, materials or information provided by us which are reproduced in any form or otherwise used or relied on by you in breach of, or at variance with, any of these terms or any other terms of our engagement or for a purpose different from the one for which they were originally provided.
 - 7.7.4 not reminding you of business-critical dates such as renewal dates unless we have specifically undertaken to do so in writing.
- 7.8 Subject to paragraph 7.5, the total extent and limit of our liability to you will be the level of our Professional Indemnity Insurance which is ONE MILLION POUNDS (£1,000,000) STERLING in aggregate of claims in any one insurance year.
- 7.9 If we are providing the agreed services to more than one person, then any limit on our Liability pursuant to paragraph 7.8 and the engagement terms will be apportioned equally amongst each of the persons to whom we provide such agreed services.
- 7.10 If, in connection with the provision of the agreed services, you make arrangements with other advisers to limit their liability to you in circumstances where we would otherwise be jointly and severally liable with those other advisers for a claim, we will not be adversely affected and our Liability to you will not be increased by the limitation of those other advisers' potential liability.
- 7.11 Our client account is held with HSBC. You understand that in the event of any failure of HSBC, they will be liable to you for any money we hold on your behalf and that we accept no liability for any loss you incur.
- 7.12 Our liability in aggregate to all persons to whom we may be liable on any matter for any loss, including without limitation liability for negligence on our part, on any matter is limited to such amount as is finally determined on a fair and reasonable basis by a judicial or other process but shall not in any event exceed £1 million or, in respect of any particular matter on which we act for you, such lower amount as may be set out in any engagement letter in respect of that matter.
- 7.13 The invalidity or ineffectiveness of any of these terms or any other terms of our engagement will not affect the validity and enforceability of the remaining terms.
- 7.14 Innovare IP will provide qualified professionals who are members of the appropriate professional bodies and will comply with their codes of conduct. Innovare IP will endeavour to meet its responsibility to: i) practise

competently, conscientiously and objectively, putting the interest of the Client foremost while observing the law and our duty to any Court or Tribunal; and ii) avoid conflicts of interest.

7.15 We will provide the agreed services with reasonable skill and care and in a timely manner subject to the engagement letter and these Terms.

7.16 The work we carry out for you will necessarily reflect the circumstances in which the work is carried out. By way of example only, where work is carried out in restricted timescales or unusual circumstances, you accept that we may be unable to provide you with the same level of written advice or confirmation as may be appropriate where such restrictions or circumstances do not exist.

7.17 Our work and advice will cover the agreed services for the purpose expressly made known to us by you. In the absence of specific instructions from you accepted by us in writing, we will not be obliged to provide, and can accept no liability for, advice or work beyond the scope of the agreed services or in relation to factors of which we were not made aware.

7.18

7.18.1 All aspects of the professional services are for the sole use of the Client and will not be made available to any third party without prior written consent of Innovare IP. Innovare IP accepts no responsibility for any aspects of its professional services or work that is made available to third parties.

7.18.2 The Client will hold harmless and indemnify Innovare IP, its director and employees against any misrepresentation (intentional or unintentional) supplied to us whether orally or in writing in connection with the services.

7.19 The Client shall be responsible for and shall indemnify Innovare IP in respect of any reasonable loss, cost, damage or expenses incurred by Innovare IP as a result of or in connection with carrying out the instructions of the Client.

7.20 The Client shall indemnify Innovare IP against any risks of Innovare IP being sued for making any unjustified threat of infringement proceedings when carrying out work on behalf of the Client and in particular when sending any warning letter to a third party on behalf of the Client. Innovare IP may specifically request the Client agrees to provide indemnity to Innovare IP in such circumstances but is not obliged to do so. In the absence of such a request, the Client undertakes to provide such indemnity under this term. Such indemnification is necessary to maintain the objectivity of Innovare IP in contentious matters, which would diminish in the event that Innovare IP is made a party to any such proceedings. Should the Client specifically refuse to indemnify Innovare IP against any such risks, Innovare IP may refuse to act on behalf of the Client on such matters.

8. Searches

8.1 Innovare IP may carry out a Search or arrange for a Search to be carried out by an independent specialist searching firm or by Patent Offices, on request of the Client in respect of, for example, an invention or any registered rights such as patents, trademarks and registered designs.

8.2 It is to be understood and considered to be accepted by the Client under this term that the results of any such Search reported to the Client are not guaranteed for comprehensiveness or accuracy. This is primarily due to the limitations typically associated with searching and may arise from, for example, errors in classifications, indices, computer databases and official records.

9. Instructions of 3rd Parties to Act on Your Behalf

9.1 From time to time Innovare IP may need to instruct third parties (e.g. overseas attorneys) to act on behalf of the Client. Innovare IP may instruct such third parties directly on behalf of the Client or may require the Client to sign a power of attorney or similar appointment to engage such third party.

9.2 Such third parties do not form a part of Innovare IP. Whilst Innovare IP shall endeavour to select third parties regarded as being of good quality, Innovare IP shall not be liable for any default or negligence by such third parties.

9.3 Innovare IP shall monitor the performance standards of third parties for the purpose of selecting such third parties that meet the desired high standards of performance.

10. Office Hours

10.1 Innovare IP operates standard office hours, although may often be contactable outside of those hours. Email or mail correspondence sent to Innovare IP will typically be checked within 48 hours of receipt by Innovare IP or principal thereof, but this cannot be guaranteed.

10.2 Any email or mail correspondence containing instructions or otherwise requiring immediate attention (e.g. within 72 hours – “urgent correspondence”) should be confirmed by telephone by the Client and Innovare IP shall not be liable for any loss, cost, damage or expenses resulting from the Client’s failure to confirm such urgent correspondence.

11. Ownership of Files

11.1 The contents of all Innovare IP files belong to Innovare IP.

11.2 We may destroy physical copies of documents once we have made electronic copies for our file. You must make specific arrangements with us if you wish papers to be retained in physical copies.

11.3 We will retain files and papers (including those in electronic form) relating to your affairs in storage on your behalf for such period as we consider to be reasonable but have the right to destroy them without reference to you after such period. You must make specific arrangements with us if you wish papers to be retained. We may charge you a reasonable fee for storing paper copies of your papers.

11.4 When requested to do so, we will make available to you such papers (including deeds) as we may be legally and professionally required to deliver. We may make a charge for the printing, handling costs and any professional time reasonably involved and may require payment as a condition of delivery of such papers.

11.5 We have a general and particular lien (right of retention) over any of your property, deeds and other papers (including electronically stored material) in or coming into our possession in respect of payments due to us. If payment remains outstanding, we may, after reasonable notice to you, enforce such lien by sale or otherwise dealing with all or any part of such property or papers as we consider appropriate.

11.6 Files which are no longer current, including those containing details of or otherwise relating to the affairs of Clients which may still be in force, but for which Innovare IP no longer has responsibility, may at the option of Innovare IP, be retained by Innovare IP or destroyed.

11.7 Innovare IP retains the copyright and all other rights in all documentation prepared by Innovare IP and provided to the Client. The Client's use of such documentation is restricted to the purpose for which it was prepared.

11.8 Standard forms prepared by Innovare IP for the Client may only be used by persons other than the Client with Innovare IP's written consent.

12. Data Protection and Privacy

12.1 Innovare IP's *Privacy Policy* is outlined in an independent document. The Client may request a copy of the *Privacy Policy* at any time.

12.2 The Client shall notify Innovare IP of any change of address, telephone number, contact name and any other personal details as soon as possible.

13. Confidential Information

13.1 Subject to paragraph 13.2, where information provided to us by you or by us to you clearly appears or is stated to be *confidential*, we will take and require you to take such steps as are reasonably appropriate in good faith to protect such information from wrongful disclosure to or misuse by third parties. Disclosure will not be prevented where the information in question becomes public knowledge (unless it has become so in breach of this paragraph) or is disclosed by others not subject to restriction or was known by us prior to disclosure by you. We may disclose information to our suppliers as part of the provision of the agreed services to you, where such suppliers are subject to similar obligations of confidentiality.

13.2 Our advice to and correspondence with you may be legally privileged in certain circumstances. We may however be under a statutory duty to disclose certain facts or information to third parties and to co-operate with any official investigations or enquiries relating in whole or part to any work we have done for you. In that case our statutory duties may override our duties to you. We will endeavour, where practicable and unless precluded by law, to notify you immediately of any such event and to take reasonable and proper steps to protect your interests pending your further instructions.

13.3 Except where otherwise agreed, the fact that we act for you professionally will not be deemed confidential and may be disclosed to clients or prospective clients. We may act for other parties whose interests may be in competition or opposed to yours provided that we do not in doing so use information obtained from you to your detriment.

13.4 We retain copyright and other applicable intellectual property rights in all processes and materials developed by us either before or during the course of our work for you including, but not limited to, reports, memoranda, advice in writing, original documents, methodologies and software. These materials may be used by you in and during the course of the project, transaction or case which is the subject of the agreed services but are not to be further used or reproduced in any form without our prior written consent. You agree that any documents or materials provided to us in the course of the agreed services may be copied and stored electronically.

13.5 Communications from us to you should not be disclosed or passed on to any third party without our prior written consent where marked confidential or where it is apparent from the circumstances that such communication is intended only for you. We accept no liability for any disclosure by you to any third party without such consent and will require you to make

good to us any costs or liability incurred in dealing with any claim from any such third party.

13.6 You agree that we may disclose, for the purposes of dealing with any complaint, claim or potential claim arising out of our services, information relating to you or details of a matter or matters on which we are or have acted for you, when we are required to do so by our insurers, a court or regulatory body, or otherwise where we consider it appropriate to do so.

13.7 If we are required to take specific steps to comply with data protection, privacy or freedom of information laws in relation to information obtained in the course of providing our services to you, you agree to pay additional fees in respect of the time spent by professional staff, as well as expenses reasonably incurred, in taking such steps.

13.8 Although we take considerable precautions to protect our electronic networks, we cannot guarantee the security or integrity of such communication, and cannot accept any liability for degradation, viruses or other infections. You nevertheless agree that we may communicate with you by fax and e-mail.

13.9 E-mail communications to and from our members, employees and consultants may be monitored, intercepted or read as part of the management of our business before or after their receipt or transmission to the intended recipient.

14. Use of Client Name

14.1 We are proud to act for our Clients. From time to time we wish to name our Clients in external communications as Clients which we represent. Such external communications may include our website, other websites, legal directories, newsletters, or letters and emails to perspective clients. You authorise us to use your name, in so much that this information is (or will be) available on public intellectual property office registers, where Innovare IP is named as your representative.

15. Client Care and Complaints

15.1 We endeavour to maintain good relationships with our clients. However, should the Client have a concern, grievance or problem with the relationship, service or particular aspect of service provided, the Client is invited to discuss the matter at their earliest convenience with the member of professional staff responsible for the work. Innovare IP's *Complaints Procedure* is available upon request.

15.2 If that member of professional staff cannot resolve the complaint, it will be referred to the Managing Director, or you should request that it is referred to the Managing Director who will attempt to resolve the matter. The Client has the right to complain to the Legal Ombudsman at the conclusion of the complaints process.

16. The Proceeds of Crime Act 2002 (POCA)/ Money Laundering Regulations 2007

16.1 We must, when acting for you, establish your identity. It is a condition of our engagement that you supply us with such identification information and details, including any relevant identification information for any third-party providing funds for any transaction, as we may properly request from time to time. You will be responsible for any costs incurred by us in confirming your identity. If we are not given satisfactory information in sufficient time, we will be obliged to terminate the engagement. In that event you will be charged for the work done up to the time we stop acting.

- 16.2 POCA also imposes on us a wide statutory obligation to report to the relevant authorities circumstances, of which we have knowledge or suspicion, that another person is engaged in certain criminal activities (including acquiring and possessing the proceeds of any crime).
- 16.3 If we make a notification to the relevant authorities, we will not be able to inform you of this fact and may not be able to proceed with the engagement unless we receive the appropriate consent. Consent, if given, may take up to 39 days to obtain. If consent is refused, we will, by law, be unable to tell you why we cannot proceed.
- 16.4 Where we terminate our engagement under this paragraph, we will be entitled to charge our appropriate fees for the work carried out to the date of termination, notwithstanding that we have been unable to complete the engagement.
- 16.5 No funds will be accepted into our client account until we are satisfied with the source of such funds and that the party remitting such funds has complied with our money laundering policies.
- 16.6 We will not be liable for any loss, damage, delay, costs, penalties or other losses incurred by you resulting from or in connection with the compliance by us with our statutory duties (or in acting as we may reasonably believe we are required to do).

17. Termination

- 17.1 The Client may terminate its instructions to Innovare IP at any time in which case Innovare IP shall be entitled to retain all the Client's papers and documents so long as there are any sums owing to Innovare IP in respect of its charges and expenses.
- 17.2 Innovare IP reserves the right to stop acting for a Client in certain circumstances, including but not limited to the following:

- 17.2.1 The Client fails to give clear or proper instructions as to how Innovare IP is to proceed;
- 17.2.2 the Client has lost confidence in how Innovare IP is carrying out the Client's work;
- 17.2.3 the Client fails to pay an interim invoice or comply with a request for a payment on account.

18. General

- 18.1 These Terms of Business shall apply to all work carried out and advice provided by Innovare IP, so far as they are not expressly varied by agreement in writing with a principal of Innovare IP. Each party acknowledges that the contract contains the whole express agreement between the parties and that the Client has not relied upon any oral or written representations made to it by Innovare IP, its employees or agents.
- 18.2 Each provision of these Terms of Business is to be construed as a separate provision. If any provision is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either party from any competent authority then the provisions shall be eliminated to the minimum extent necessary, so the contract shall otherwise remain in full force and effect and enforceable.
- 18.3 Except for the rights of our members, consultants and employees that are expressly set out herein, no third party may have the benefit of, or the right to enforce, these terms, the engagement letter, or any other term of our engagement.

19. Jurisdiction

- 19.1 The Client's relationship with Innovare IP will be exclusively governed by and construed in accordance with the laws of Scotland, whose courts will have the non-exclusive jurisdiction in any dispute.

The above Terms shall apply until varied or replaced with alternative Terms agreed with the Client in writing by a principal of Innovare IP.

The Client or authorised representative of the Client is requested to indicate their acceptance of these Terms of Business by countersigning and returning one copy of this document.

Signed by:

Print name:

Date:

On behalf of: