

Panoramix Limited Terms of Business

EFFECTIVE 25 SEPTEMBER 2026

These Terms of Business and the engagement letter together form our contract with you. We refer to them together as the Terms of Engagement. If they conflict, the engagement letter takes precedence over these Terms of Business.

The Terms of Engagement are accepted when the engagement letter is signed for the client. No other terms, including terms included or referred to in a purchase order, apply unless we agree them in writing.

In these terms, 'Panoramix', 'we', 'us' and 'our' mean Panoramix Limited. 'You' and 'your' mean the client named in the engagement letter. If you have any questions, email Kevin Hanson at kevin.hanson@panoramixip.co.uk.

1. About us

1.1 Panoramix Limited is a company registered in England and Wales, company number 11903869, with its principal address at Newark Business Centre, 38-40 Northgate, Newark NG24 1EZ.

1.2 We are regulated by the Intellectual Property Regulation Board (IPReg) and are bound by IPReg's regulatory framework, published at www.ipreg.org.uk.

1.3 We may instruct foreign attorneys, counsel, investigators, search providers, experts and other specialists to assist with your matter. Their charges are payable by you as set out in section 5.

2. The terms of our agreement with you

2.1 These Terms of Business apply to all work we undertake for you, as varied by the engagement letter or another written agreement between us. If there is a conflict, the engagement letter or later written agreement takes precedence over these Terms of Business.

2.2 You accept the Terms of Engagement by signing the engagement letter. No other terms, including terms on a purchase order, apply unless we agree them in writing.

2.3 The Terms of Engagement and any dispute or claim arising from them, including a non-contractual dispute or claim, are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

2.4 If a term is invalid or unenforceable, it is treated as deleted to the minimum extent necessary. The remainder of that term and the other terms continue in force.

2.5 The Terms of Engagement are the whole agreement between us on their subject matter and replace any earlier discussion or understanding. Neither of us has relied on a statement not set out in them. This does not limit liability for fraud or fraudulent misrepresentation.

3. Our services

3.1 We will provide our services with the skill and care reasonably expected of a professional intellectual property practice.

3.2 We advise only on the matter described in the engagement letter or in a later written instruction that we accept. A new matter may require a new or supplemental engagement letter or other written scope confirmation. We do not accept a general retainer or a continuing duty to monitor your intellectual property portfolio unless we agree this in writing.

3.3 We may assume that the client contact, authorised signatory and any other person identified or referred to in the engagement letter is authorised to instruct us and incur costs for you. To implement your instructions, we may sign or file routine procedural documents and authorisations on your behalf where reasonably necessary. We will not execute an instrument transferring, licensing or charging an intellectual property right without your specific authority.

3.4 We will endeavour to provide our services within any timescale agreed with you in writing.

3.5 Where we need another service provider, we will exercise professional skill and care in selecting a provider with appropriate skills and experience. Provided we do so, we are not liable for that provider's acts, omissions or advice.

3.6 We may modify, suspend or stop a service where required by law, regulation, professional obligations or financial sanctions. We will tell you where the law permits and will not be in breach of contract for doing what the law requires.

3.7 Our advice is for your benefit alone and for the purpose for which it was given. We do not accept a duty to anyone else. You must not share our advice or deliverables with a third party without our written consent, which will not be unreasonably withheld where sharing is needed with your professional advisers, investors or funders and they accept appropriate confidentiality obligations.

3.8 Our advice reflects the law and facts at the date it is given. We are not obliged to update it, and you should not rely on older advice without asking us to confirm that it remains current.

3.9 We will tell you about official deadlines on matters we are handling and will act where we have complete instructions, required documents and cleared funds in time. We do not undertake to remind you of deadlines on matters we are not handling.

4. Your responsibilities

4.1 You must give clear and timely instructions, provide the documents and information we reasonably request, and tell us promptly if anything changes. The information you give us must be complete and accurate so far as you are aware. We may rely on it without independently verifying it unless we agree to verify it.

4.2 Where we specify a deadline for receiving instructions, information or documents, you must ensure that we receive everything required by that deadline. If a deadline is involved and we do not acknowledge a message sent by email or another untracked method within a reasonable time, you should check that we received it.

4.3 If we manage a portfolio of registered rights, you must tell us promptly in writing of any change to your contact details or to the name, address or ownership of the entity holding a right, including a change caused by a transfer.

4.4 If we take over an existing portfolio, you may ask us to verify the portfolio information supplied to us. If you do not ask us to do so, you are responsible for ensuring that it is complete and accurate. We may charge for recording the portfolio and for requested verification work.

4.5 You must tell us promptly if you no longer want a service. Until we receive that notice, we may take and charge for steps reasonably necessary to provide the service, including steps to maintain a registered right or pending application and reporting official or third-party communications.

4.6 If you are a foreign attorney instructing us for the ultimate benefit of your client, you will indemnify us against loss arising from your failure accurately to communicate our advice to your client or from materially incorrect data you provide and on which we are entitled to rely. This indemnity does not apply to loss caused by our negligence, fraud or wilful default.

4.7 Where you instruct other advisers alongside us, you are responsible for ensuring that relevant information held by them reaches us promptly.

4.8 If you do not comply with this section and that prevents or delays our work, we may suspend the affected work, we are not liable for the resulting consequences, and you will reimburse additional cost that we reasonably incur.

5. Charges

5.1 Unless we agree otherwise in writing, our charges are calculated by reference to our standard fixed charges for specified services or the time spent multiplied by the applicable hourly rate. Time is measured in complete or partly complete units of six minutes. Chargeable time includes travel reasonably necessary to provide the service.

5.2 We normally review our fixed charges and hourly rates at the end of each calendar year and may change them. We will tell you before undertaking work at a new rate where that rate differs from the rate stated in an existing engagement letter or written fee proposal.

5.3 We may propose an uplift to reflect unusual complexity, value or urgency. An uplift will apply only if stated in an engagement letter or otherwise agreed with you in writing before the affected work is undertaken, except where urgent action is reasonably necessary to preserve a right and we cannot reach you.

5.4 Our charges and disbursements are exclusive of VAT and any other applicable tax, which you must pay at the appropriate rate.

5.5 You must pay expenses and third-party costs reasonably incurred in providing the services. These may include intellectual property office and court fees, foreign attorney and counsel fees, investigator and expert fees, search and database charges, drawing costs, travel, accommodation and subsistence. We refer to these as disbursements.

5.6 We pass disbursements on at cost. Where a disbursement is paid in a currency other than sterling, we convert it at the rate available to us on the payment date and add a handling charge of 5% for conversion costs and exchange-rate movement. If practicable, you may ask to pay the provider directly or to be invoiced in the original currency.

5.7 Where we give an estimate, we will not exceed it by more than 15% without first obtaining your agreement.

6. Invoicing and payment

6.1 Unless we agree otherwise in writing, we may issue invoices for charges and disbursements when they are incurred or ask for payment in advance. Invoices are issued and payable in pounds sterling and must be paid within 14 days of the invoice date.

6.2 You are liable for our charges and disbursements whether you instruct us for yourself or, for example as a firm of attorneys, for the benefit of your client.

6.3 If we agree to address an invoice to a third party, including another group company, licensee, recipient of intellectual property or your client, you remain liable unless we agree otherwise in writing. If the third party does not pay on time, we may reissue the invoice to you with any applicable tax and use our remedies as though the original invoice had been addressed to you.

6.4 If an invoice is not paid in full by its due date, we may suspend services, decline further instructions and retain papers and documents until all sums are paid. We may charge interest at 8% a year above the

Bank of England base rate from the due date until payment, before and after judgment. We will give notice before suspending work so that you have time to seek alternative representation.

6.5 If you are unhappy about an invoice, you may use the complaints procedure in section 15. If the invoice relates to work carried out by a solicitor, you may also have a right to ask the court to assess it under Part III of the Solicitors Act 1974; using that procedure may affect whether the Legal Ombudsman will consider the complaint.

6.6 You consent to our obtaining, using and retaining appropriate credit references for client-onboarding, fraud-prevention and credit-control purposes.

6.7 All payments are due in full without set-off, counterclaim or deduction, except a deduction or withholding required by law.

7. Payments on account and other client monies

7.1 We may ask you at any time to provide money on account of charges or expenses expected in providing or continuing a service. We may decline to start or continue until we receive it.

7.2 Money paid in advance for a specific matter will be applied to invoices for that matter as they are raised. You must pay any shortfall within the applicable payment period. We will return any unused balance unless you instruct us to retain it for another service or to apply it to another invoice.

7.3 You must not send us money other than in payment of an invoice or in response to our request relating to services we provide. If we receive money that does not relate to our charges or expenses and are required to hold it for you, it will be held in an appropriate client account. It remains your money and a debt owed to you by the relevant bank; subject to any duty that cannot lawfully be excluded, we are not responsible for a bank's failure.

7.4 Unless we agree otherwise in writing or law or regulation requires it, we will not pay interest on money held for you.

7.5 We cannot accept cash.

8. Identification of our client

8.1 To meet legal and professional obligations, including obligations relating to money laundering, terrorism and financial sanctions, we may need evidence of your identity and, for an organisation, the identity of its directors, controllers and ultimate owners. We may also require evidence of the ultimate owners of intellectual property rights on which we are instructed.

8.2 We may obtain and retain evidence from you and from third-party databases. You agree to our doing so for identity, credit, fraud-prevention, financial-crime and regulatory purposes. The agencies we use may keep a record of a search.

8.3 We may be unable to start or continue a service until satisfactory evidence is obtained and may suspend it if the evidence becomes out of date and is not updated promptly after our request.

8.4 Where the law requires us to make a report or prevents us from telling you about a report, we will comply. We are not liable for loss caused by compliance with a legal obligation.

9. Communications, confidentiality and data privacy

9.1 You agree that we may communicate by email and other electronic methods. These methods cannot be guaranteed secure, even where encrypted, and messages may be delayed, intercepted, corrupted or

seen by an unauthorised person. We take reasonable precautions but are not liable for loss caused by those transmission risks. Tell us if you require another method.

9.2 Our bank details will not change during a matter. Treat a message that appears to notify new bank details as fraudulent and telephone us on a number you already hold before acting.

9.3 We may monitor and record communications where the law allows for legal, regulatory, training, quality and risk-management purposes.

9.4 We will keep confidential the information you provide and the advice and reports we prepare, but may disclose them: in accordance with your instructions; to service providers needed for your matter; to our regulators, auditors, insurers, bankers and professional advisers; where required by law; or as reasonably necessary to establish, exercise or defend a legal, civil, insurance or regulatory claim.

9.5 A recipient under section 9.4 whom we choose to engage will be subject to an appropriate duty of confidence. Where disclosure is required by law, we will, so far as lawful and reasonably practicable, notify you in advance and tell the relevant authority that the material is confidential.

9.6 The confidentiality duty does not apply, or ceases to apply, to information that becomes public other than through our breach; that we already knew free of a duty of confidence; or that a third party lawfully gives us free of a duty of confidence.

9.7 Where we act jointly for two or more clients on the same matter, we cannot keep information received from one joint client confidential from the others.

9.8 We are a data controller for personal data held about you and your representatives. We use it to provide services, administer payments, run our practice, meet legal and regulatory duties and, where permitted, tell you about our services. You can ask us to stop marketing at any time, and we will not sell personal data or share it for another person's marketing.

9.9 We use service providers inside and outside the United Kingdom for functions including document management, printing and IT support. Where personal data leaves the United Kingdom, we use safeguards required by the UK GDPR.

9.10 You have rights under the UK GDPR, including rights to access personal data, correct inaccurate data and, in some cases, erase or restrict its use. We normally respond within one month and may extend by up to two further months for a complex request. We may charge a reasonable fee for a manifestly unfounded or excessive request or for additional copies.

9.11 If you use third-party software outside our control to record a meeting or our advice, you are responsible for the lawfulness and security of the recording and stored data. Subject to any liability that cannot lawfully be excluded, we are not liable for loss of or unauthorised access to data recorded or stored by you.

9.12 Our privacy notice at www.panoramixip.co.uk gives further details. Send data-protection questions or requests to kevin.hanson@panoramixip.co.uk. If you remain unhappy after contacting us, you may complain to the Information Commissioner's Office at www.ico.org.uk.

10. Ending our services

10.1 Either you or we may end the engagement generally, or for a particular matter, by giving at least 30 days' written notice. We may give a shorter period where necessary to comply with our professional obligations or to protect your position.

10.2 Either of us may end the engagement immediately by written notice if the other commits a material breach and, where the breach can be remedied, fails to remedy it within 30 days after written notice requiring it to do so; or becomes insolvent, is unable to pay debts when due, enters an arrangement with

creditors, has a receiver or insolvency office-holder appointed, ceases or threatens to cease business, or experiences an analogous event in any jurisdiction.

10.3 We may also stop or decline work for a conflict, non-payment, failure to instruct or co-operate, or a legal, professional or regulatory reason. We will stop if you require us to act unlawfully, dishonestly, contrary to professional duties, or to suppress or distort evidence.

10.4 On termination, we may issue a final invoice for unbilled charges and disbursements, payable within 14 days. We will tell you of an imminent deadline known to us and co-operate reasonably in transferring the matter, subject to our rights over the file.

10.5 Termination does not affect accrued rights or obligations or any term intended to continue after termination.

10.6 An engagement on a matter also ends when the work described in the engagement letter or later written scope confirmation is complete.

11. Conflicts of interest

11.1 A conflict may arise where clients have different interests in the same matter or where confidential information received for one client is relevant to work for another.

11.2 We endeavour to identify likely conflicts before accepting instructions, but a conflict may appear later, including because a client acquires a business or enters a new area.

11.3 We may stop providing a service if a conflict arises that cannot be resolved consistently with our professional obligations.

11.4 We may act for clients who compete. Subject to professional rules and our confidentiality duties, we may act against an existing client on a matter of a type for which that client would not normally instruct us where we do not hold relevant confidential information belonging to that client. This may be the case even if we are recorded as the address for service for that client's registered intellectual property rights.

12. Renewal of registered intellectual property rights

12.1 If you want us to arrange the renewal or permitted lapse of patents, registered trade marks, registered designs or other registered rights, you must instruct us to do so. Renewal administration is a separate service governed by an engagement letter or supplemental terms and an agreed service fee plus third-party costs.

12.2 We may provide the service ourselves or, with your agreement, use a specialist renewal provider. Third-party costs may include a processing and exchange-rate allowance stated in the relevant engagement letter or supplemental terms. We will disclose any material referral or management fee payable to us by a provider used at your request.

13. Files and records

13.1 Unless law or regulation requires longer, we keep files and records for at least seven years from the last recorded action on a matter. We do not keep personal data longer than necessary for the purposes for which it was collected, including legal, accounting and reporting requirements.

13.2 At the end of the retention period, we may destroy the file unless you have asked us not to. If you ask in time, we will deliver documents to you, excluding our internal notes and communications, and may charge for the time and cost involved.

13.3 Unless we agree otherwise in writing, copyright in documents, letters and other items we produce belongs to us. Once our fees are paid, you may use final deliverables for the purpose for which they were provided. This does not transfer to us ownership of your inventions, brands, designs, data or other underlying materials.

13.4 If you ask us to transfer a matter or portfolio, we will send the relevant file to the appointed person and may keep a copy. We may charge for the transfer and may remove our confidential information, including internal notes, invoices and communications about our charges.

13.5 Unless agreed otherwise, we will forward original registration and renewal certificates, signed agreements and similar documents to you for safe keeping. If we agree to retain an original, it may be stored securely off site by a specialist provider.

13.6 If we are liable for loss of or damage to an original document or our file, your sole remedy is for us to replace or reconstruct it, so far as reasonably practicable, at our cost. This does not limit any liability that cannot lawfully be limited.

13.7 If you owe us money when you ask for an original document or file to be transferred, we are not obliged to release it until all outstanding sums and interest are paid, subject to our professional obligations and any right that cannot lawfully be excluded.

14. Investment and financial services

14.1 We are not authorised to conduct investment business under the Financial Services and Markets Act 2000. Our work does not include investment advice, and our advice and information must not be treated as investment advice.

15. Complaints

15.1 If you are unhappy about our service or charges, first raise the issue with your main contact. If it is not resolved, contact the supervising attorney or email Kevin Hanson at kevin.hanson@panoramixip.co.uk, setting out what has gone wrong and what you would like us to do.

15.2 We will deal with a formal complaint under our internal complaints procedure, available on request and on our website. We will acknowledge it within five working days, investigate it and give our final response within eight weeks. We do not charge for handling a complaint.

15.3 If we have not resolved the complaint within eight weeks, or you are unhappy with our final response, you may be eligible to refer it to the Legal Ombudsman. Ordinarily, you must refer a complaint within six months of our final response and within one year of the act or omission, or within one year of when you should reasonably have known there was cause for complaint. The Ombudsman may extend a limit where fair and reasonable.

Legal Ombudsman, PO Box 6167, Slough SL1 0EH. Telephone 0300 555 0333. Email enquiries@legalombudsman.org.uk. Website www.legalombudsman.org.uk.

15.4 The Legal Ombudsman generally deals with complaints from consumers and smaller businesses, so not every client is eligible.

15.5 Concerns about professional conduct may be reported to IPReg at www.ipreg.org.uk. If a concern relates to a solicitor regulated by the Solicitors Regulation Authority, it may be reported to the SRA at www.sra.org.uk/report. Service complaints should first be made to us and may be taken to the Legal Ombudsman if eligible.

15.6 If a complaint concerns an invoice for work carried out by a solicitor, you may also have the right to ask the court to assess it under Part III of the Solicitors Act 1974, as described in section 6.5.

16. Professional indemnity insurance and limitation of liability

16.1 We maintain professional indemnity insurance with PAMIA Limited with a limit of £1 million for each claim. Details of our insurer and territorial coverage are available on request.

16.2 This section applies whether liability arises in contract, negligence, breach of statutory duty or otherwise. It does not limit liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability that cannot lawfully be limited.

16.3 Subject to section 16.2, our total liability in connection with each matter will not exceed £1 million. If you require a higher limit, tell us before work starts so that we can discuss whether it can be arranged and on what terms.

16.4 We are not liable for indirect or consequential loss or for loss of profit, revenue, investment, business, contracts, anticipated savings or goodwill, whether or not the law regards the loss as arising directly.

16.5 Your remedy for loss of or damage to original documents and files is set out in section 13.6.

16.6 We are not liable for failure or delay caused by events outside our reasonable control. We will notify you as soon as reasonably practicable and tell you how long we expect the delay to last.

16.7 You agree not to bring a claim against an individual director, employee or consultant for a legal wrong for which Panoramix would be vicariously liable. This does not affect an individual's professional obligations.

16.8 We are not liable for loss caused by false, misleading or incomplete information or documents you provide, unless we ought reasonably to have discovered the problem.

16.9 We are not liable for the acts, omissions or advice of a third party whom we select with reasonable professional care, including a foreign attorney, counsel, expert or search provider. Their advice is their responsibility to you.

16.10 Where we and another person are liable for the same loss, our liability is limited to the share that is just and equitable having regard to our responsibility. Our share is not increased by a limitation you agreed with the other person or by an inability to recover from them.

16.11 You must notify us in writing of a claim within one year after you became, or ought reasonably to have become, aware of the circumstances giving rise to it, giving reasonable details of the event and grounds. This does not shorten a period where the law does not permit it.

16.12 This section survives the end of the engagement.

17. Notices and amendments

17.1 A notice under the Terms of Engagement must be in writing and in English. A notice to us may be sent by email to kevin.hanson@panoramixip.co.uk or by post to our principal address. We may send a notice to an email address used for the matter or to the postal address stated in the engagement letter or otherwise notified to us in writing. Email notice is treated as received on the next working day. This section does not apply to service of legal proceedings.

17.2 We may amend these Terms of Business by publishing the amended terms on our website and notifying you in writing of material changes. The amended terms apply to new instructions received after the notification date and to an existing engagement 28 days after notification unless you object in writing within that period. If you object, we will discuss whether the existing terms can continue or the engagement should end.

18. General

18.1 Force majeure. Neither of us is liable for failure or delay caused by an event outside that party's reasonable control, subject to section 16.6.

18.2 Assignment and subcontracting. We may subcontract as described in these terms but remain responsible for our own obligations. Neither of us may assign or transfer the engagement without the other's written consent.

18.3 Variation. A variation must be in writing and agreed by both of us, except an amendment made under section 17.2.

18.4 Waiver. A failure or delay in exercising a right does not waive it, and a single or partial exercise does not prevent a later exercise.

18.5 Third-party rights. A person who is not a party to the Terms of Engagement has no right to enforce them under the Contracts (Rights of Third Parties) Act 1999, except that section 16.7 may be enforced by the individuals it protects.

18.6 Equality and diversity. We are committed to equality, diversity and inclusion in our dealings with clients, third parties and our people. Our policy is available on request.

19. Online purchases, immediate commencement and cancellation

19.1 This section applies when you purchase services through our website. For an online purchase, these Terms of Business and the service description and order details confirmed by us form the Terms of Engagement. You accept them at checkout; a separate signed engagement letter is not required unless we tell you otherwise before you order. The client is the person or organisation identified in the order. Your order is accepted when we send you written confirmation of acceptance. If we cannot accept it, we will refund any payment in full.

19.2 We will start work immediately once we accept your order, subject to receipt of the payment, information and documents needed to begin and completion of any required identity and conflict checks. If you are a consumer, we will start within the statutory cancellation period only if you expressly request this at checkout or otherwise before work begins. Without that request, we will wait until the cancellation period has expired.

19.3 If you change your mind, you may cancel an online service at any time before it is completed by telling us clearly, for example by emailing kevin.hanson@panoramixip.co.uk or writing to our principal address in section 1.1. Please identify yourself and the service or order. The 30-day notice requirement in section 10.1 does not apply to cancellation under this section. We will stop the cancelled work on receipt of your notice.

19.4 We will refund the amount paid for the cancelled service less a reasonable amount reflecting the services actually performed up to the time you tell us you are cancelling. The deduction will be proportionate to the services supplied compared with the full service, calculated using the agreed total price; if that price is excessive, we will use the market value of the services supplied. We will explain the calculation. There is no separate cancellation fee and the deduction will not exceed the price paid for the service. Any third-party costs included in the deduction must relate to services already supplied and must not be counted twice.

19.5 If you are a consumer (an individual acting wholly or mainly outside your trade, business, craft or profession), you normally also have a statutory right to cancel an online service contract without giving a reason within 14 days after the day the contract is made. Sending a clear cancellation statement before that period expires is sufficient; section 17.1 does not delay its effectiveness. You may use the model form below, but do not have to.

19.6 If a consumer cancels during the statutory cancellation period, we will deduct payment for services supplied in that period only where the consumer expressly requested an early start and we provided the cancellation and payment information required by law. Otherwise, no charge is payable for those services. The statutory cancellation right ends once the service is fully performed only if performance began following your express request and your acknowledgement that you would lose that right on full performance.

19.7 We will make any refund without undue delay and within 14 days after being informed of your cancellation, using the original payment method unless you expressly agree otherwise, and without a refund fee. This section takes precedence over any conflicting provision of the Terms of Engagement for online purchases. It does not affect your statutory rights, including remedies for services not supplied with reasonable care and skill.

Model cancellation form (for consumers)

To: Panoramix Limited, Newark Business Centre, 38-40 Northgate, Newark NG24 1EZ;
kevin.hanson@panoramixip.co.uk.

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:
_____. Ordered on: _____. Name of consumer(s): _____. Address of consumer(s): _____.
Signature of consumer(s) (only if sent on paper): _____. Date: _____. Delete as appropriate.