

Reference is made to the proposal to which this document is attached, issued by Supplier to Client for the provision of market research services or other related services (the "Services") identified in the proposal or other similar document issued by Supplier relating thereto (the "Proposal"). The general terms and conditions below (the "T&Cs"), the Proposal and the description and other specifications of the Services identified in the Proposal shall be collectively referred to herein as the "Agreement".

DEFINITIONS AND INTERPRETATION

In these T&Cs, unless the context otherwise requires, the following definitions shall apply:

"Client" means the person or entity to which the Proposal for the Services has been issued by Supplier.

"Supplier" means the relevant Supplier entity referred to in the Proposal from time to time including but not limited to Market & Opinion Research International Limited, Ipsos MORI UK Limited and Ipsos Healthcare (Japan) Limited.

"Deliverables" means the presentations, reports, data or other results of the Services identified in the Proposal and specifically prepared by Supplier for the Client.

"Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, methodologies, processes, know-how, specifications; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project and commercial proposals (including the Proposal and the Proposal and any information contained in those documents), personnel, and business relationships.

CONTRACT

1. The Proposal issued to the Client by Supplier may be withdrawn or varied at any time and unless otherwise specified shall be automatically withdrawn after 30 days.
2. All work undertaken by Supplier is subject to these T&Cs unless otherwise agreed in writing. The Client acknowledges and agrees that no other document, in particular its own general conditions of purchase or specific conditions of sale, shall prevail over the T&Cs unless it has been expressly agreed by Supplier.
3. Any changes to the specifications or scope of the Agreement must be agreed in writing by the parties and may result in changes to the costs and timings proposed.

PRICE AND PAYMENT

4. The price of the Services shall be the fee quoted and confirmed in the Proposal. All fees quoted exclude Value Added Tax and/or any other required taxes or duties. Where applicable, government sales, withholding, use and/or value added taxes shall be paid by Client in addition to the fees due under this Agreement. Client shall in no event be liable for payment of any taxes based on Supplier's net income or personal property. If Client is required by law to make any deduction or withholding from any sum payable by it to or for the account of Supplier, the sum payable by Client in respect of which deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier receives and retains (free from liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made.
5. Additional costs and expenses incurred by Supplier for the needs of the Services, including, out of pocket expenses such as transport and accommodation expenses, or third party pass through expenses which are not included in the price quoted or which could not be anticipated at the date of the Proposal, shall be reimbursed to Supplier by the Client. Claims for all such costs and expenses will be submitted to the Client with receipts.
6. Unless otherwise agreed in the Proposal, the fee of the Services will be invoiced in two parts. 70% will be invoiced when the Client commissions the Services and 30% (together with any costs and expenses incurred) will be invoiced on despatch or presentation of the Deliverables, whichever is the sooner, except for Services consisting of syndicated products, tracking surveys or other long term surveys, in which case Supplier will define different project phases in the Proposal and will invoice Client the full amount of the fees corresponding to each phase at the beginning of each such phase. Supplier also reserves the right to require the entire fee to be paid in advance.
7. Unless otherwise agreed in the Proposal, the fee is payable by the Client within 30 days of receipt of Supplier's invoice. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If on expiry of 60 days any invoice remains unpaid Supplier will add a further surcharge of 2.5% for each month or part month during which the monies have not been received.
8. If the Client fails to make any payment thirty (30) days after the due date, then without prejudice to any other right or remedy available to Supplier, Supplier shall be entitled to:
 - a. terminate the Agreement or, in the alternative, suspend any further services to the Client until such amounts have been paid;
 - b. appropriate any payment made by the Client to such of the Services (or the research supplied under any other contract between the Client and Supplier) as Supplier may think fit;
9. Where the Agreement involves receipts or payments in foreign currency, Supplier shall have the right to increase the Services fee if on the due date of payment, the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to sterling has increased

by more than 1% from the date of the commission. The prevailing exchange rates shall be those specified by the Financial Times (or if published in any equivalent source) on the date of the Proposal and the payment date.

10. Supplier reserves the right by giving notice to the Client at any time before delivery, to increase the price of the Services (or any related out of pocket expenses) to reflect any increase in the cost to Supplier which is due but not limited to any factor beyond the control of Supplier, including, but not limited to any request by Client for a change in delivery dates, quantities, specifications or scope of the Services, any delay caused by instructions of the Client, failure of the Client to give Supplier accurate information or instructions, or any changes in the law.

EARLY TERMINATION OR POSTPONEMENT OF RESEARCH BY CLIENT:

11. In the event of Services being cancelled by the Client after commissioning but before commencement of fieldwork, Supplier will impose a cancellation charge of up to 25% of the total quoted fee, or the actual fees and expenses incurred by Supplier up to the effective date of termination, together with any unrecoverable third party costs incurred. In the event of cancellation after the commencement of fieldwork Supplier reserves the right to charge the full fee. If Client delays or postpones the Services, Client shall pay for any documented unrecoverable costs incurred by Supplier as a result of such delay or postponement.

RESEARCH OBLIGATIONS

12. Supplier follows the requirements of the Market Services Society (MRS) Code of Conduct, the International Chamber of Commerce (ICC) and European Society for Opinion and Marketing Services (ESOMAR) and the disclosure rules set by the British Polling Council (BPC), as amended by these T&Cs. In addition, Supplier is accredited to the quality standard ISO 20252, ISO 9001 and ISO 27001 details of which are available on request.
13. Whilst Supplier will use all reasonable endeavours to deliver the Services within the agreed timing, under no circumstances will it be responsible for any delays.
14. From time to time, Supplier may, where appropriate, subcontract work on the Services to one of its approved suppliers, subsidiaries or affiliates located in and outside the UK. Where requested, Supplier will inform the Client about the identity of its approved suppliers.
15. Where the sample is drawn from computerised lists of names and addresses supplied by the Client, the Client and Supplier warrant that they will comply with the requirements of the data processor clauses set out in Schedule 1 of these T&Cs.
16. Where a requirement is made to the Client under the Freedom of Information Act 2000 to access information from the Client which was obtained via Supplier, then the Client will (a) inform Supplier of full details of such request as soon as is reasonably possible, and (b) consult with and take into account the views of Supplier. Supplier reserves the right to pass onto the Client its reasonable and evidenced expenses incurred in connection with assisting the Client deal with information requests received under such legislation.

CONFIDENTIALITY

17. Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfil its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the confidential information as its uses for its own information, but in no event less than a reasonable degree of care. All Confidential Information in tangible form (including any copies or summaries of Confidential Information) shall be returned to the disclosing party promptly upon written request, upon termination of the Agreement or upon the receiving party's determination that it no longer has a need for such Confidential Information. Confidential Information provided to the receiving party in any other form, to the extent such information cannot be returned to the disclosing party, shall be destroyed by the receiving party to the extent practicable.
18. The obligation of confidentiality, however, shall not apply to information which: (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired directly or indirectly from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or law requirement, provided that receiving party first gives the disclosing party reasonable notice of such court order or law requirement and an opportunity to oppose and/or attempt to limit such production.
19. Notwithstanding the foregoing, Client acknowledges and agrees that certain Services may require Supplier to expose, reveal, disclose or describe Client's confidential information, including, without limitation, new concepts, products, services, advertising campaigns or designs, to survey respondents ("Concept Testing"). Client hereby waives and releases Supplier from and against any and all Claims resulting from or related to Supplier's disclosure of Client's confidential information to survey respondents in connection with Concept Testing.

INTELLECTUAL PROPERTY RIGHTS

20. Client shall own the Deliverables (including copyright or other intellectual property rights) upon payment of the relevant price. Supplier retains full ownership and intellectual property rights in all techniques, models, processes, tools, methodologies and know-how, (including without limitation all databases,

computer programs and software, processes, formulae, tools, models, algorithms and products, proposals survey questionnaires, data files and other forms used in the fieldwork) that are used, created or developed in connection with the Services ("Supplier IP").

21. Under no circumstances will Supplier disclose information regarding respondents that will make them personally identifiable except as permitted by and in accordance with applicable law and professional codes of conduct.
22. Notwithstanding the foregoing, to the extent that the Agreement specifies that the Services include normative data to assist the Client with the interpretation of the Services, syndicated research services and/or any Deliverables will be comprised of syndicated research reports ("Syndicated Deliverables"): (i) Supplier shall at all times retain sole and exclusive ownership rights in the Syndicated Deliverables as well as all Supplier IP; (ii) Client may not sell, distribute, copy or reproduce in full or in part any of the Syndicated Deliverables, without authorisation from Supplier, which Supplier may withhold in its sole discretion; and (iii) this Agreement constitutes a revocable, non-exclusive license from Supplier to Client to use the Syndicated Deliverables solely for internal purposes, subject at all times to the ownership rights of Supplier set forth herein.
23. Neither the Client nor Supplier shall have the right to use the other's trade marks without prior written consent, except for the purposes of Supplier's marketing purposes or promotional materials, including on Supplier's website.

USE OF DELIVERABLES

24. In order to enable the Supplier to comply with the requirements under the MRS and ESOMAR codes of conduct, the use of the Deliverables by the Client is limited as follows:
 - a. If Client or its agents wish to publish the Deliverables in the public domain including, without limitation, in advertising, marketing or promotional materials, press releases or press conferences, it must come to a written agreement with Supplier on the form and content of the disclosure, which Supplier may **only** withhold on the basis that the Deliverables are used or presented in a misleading or illegal manner, or in any manner which would adversely impact upon the reputation or goodwill of Supplier. Supplier reserves the right to publish a correction in the event of such improper use or presentation.
 - b. The Client may only use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature ("Litigation Purposes") not initiated by it, unless the Litigation Purpose is directed against the Supplier. The Client confirms that it does not intend to use of the Deliverables for Litigation Purposes, as this may affect Supplier's recommended methodological approach and study costs set out in the Proposal. In addition, if the Client decides after the Services has been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain with the prior written consent of Supplier, which Supplier may withhold in its sole discretion.
25. The Client must ensure that Supplier is credited for all published Services as "a poll/research conducted by Supplier for.....(Client)".
26. Once the data has been published, it is in the public domain and Supplier has the right to disseminate the results and technical details to other parties and to publish them.

OPINION POLLS

27. The following specific rules shall apply where the Services is an opinion poll:
28. Every report published by or on behalf of the Client, of the poll findings should give: for whom and by whom the sample survey was conducted, the purpose of the survey, the method, a definition of the population sampled, the size and nature of the sample, the number, type and geographical distribution of sampling points, the method by which the information was collected, the full question wording used, and dates of fieldwork and the bases of all percentages. Similar standards are applied to desk research based on published material.
29. Where data from a private poll is leaked to the media either by a Client or by a third party, Supplier reserves the right to clarify/correct any misleading or incorrect impressions and to provide the full results and technical details.
30. Where, in reply to questions on voting intention, there are abnormal levels or sharp changes in the manner of those who say they would not vote or who are undecided, these facts will be reported.
31. In accordance with the British Polling Council's Code of Conduct the results of the questions on voting intention of the general public will only be published if these results are based on a representative sample of 1,000 or more respondents.

INDEMNIFICATION

32. The Client shall indemnify and hold harmless Supplier, its employees, officers, directors and agents from and against any and all loss, claim or liability, including without limitation reasonable legal fees and costs, that may arise in connection with (i) the Client's disclosure of the Deliverables to any third party, (ii) the use of the Deliverables in the public domain by the Client or any third party to whom the Client has disclosed the Deliverables, (iii) the use of the Deliverables for Litigation Purposes, and (iv) any breach or violation of Sections 23-27 above. Further, the Client shall indemnify Supplier in full in respect of any loss, expense or damage incurred by Supplier as a result of (i) a violation of law by the Client, and (ii) any claim of intellectual property rights infringement by any third party, to the extent that such loss, expense or damage arises from information or data supplied to Supplier by the Client or by any other party on behalf of the Client.

33. **Product Testing:** In the event that for the purposes of the Services Supplier requires respondents to examine, test or use any products or services, the Client shall indemnify Supplier in full against any action or claim, in relation to liability, loss, damage, costs or expenses relating to such examination, test or use of such products or services.
34. In the event that Supplier or any of its employees, agents or subcontractors is served with or becomes subject to any subpoena, order or other legal process in a legal proceeding to which Supplier is not a party, seeking disclosure of any materials or information related to the Services or the Deliverables that Supplier renders or delivers to Client hereunder, then Client shall bear and/or reimburse Supplier for all costs and expenses, including but not limited to, reasonable legal fees and costs, related to Supplier's response, compliance with or resistance thereto.

LIABILITY

35. Supplier will use reasonable skill and care to ensure the accuracy of its reports, models and other presentations of the Services. As the nature of Services is based upon samples and statistical treatment of information, Supplier does not warrant the total accuracy of the Services or the data contained therein. Supplier does not predict or assure any particular substantive results of the Services in advance, nor does Supplier accept any liability for (i) Client's interpretation of Supplier's reports or of other data furnished to Client by Supplier, (ii) any errors caused by errors in data provided to Supplier, (iii) improper use of simulation software or improper interpretation of simulation software results by Client, or (iv) resale of survey results or other data by Client. Supplier will use commercially reasonable efforts to meet all project deadlines, but it does not guarantee meeting those deadlines. All time frames set forth in the Proposal with respect to the timing of the Services are approximations.
36. The Client acknowledges that it has entered into the Agreement in reliance only on the representations, warranties promises and terms contained in the Agreement and, save as expressly set out in the Agreement, Supplier shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.
37. Except as expressly provided in these T&Cs and to the fullest extent permitted by law, Supplier hereby disclaims all warranties, conditions or other terms implied by statute or common law with respect to the Services and the Deliverables, including but not limited to any implied warranty of fitness for purpose.
38. Supplier excludes any liability of loss of contract, loss of profit, loss of revenue and loss of business, whether direct or indirect, and any incidental, indirect, exemplary, special or consequential loss or damage of any kind whatsoever arising out of or in connection with the contract whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort or any other theory at law or in equity.
39. The maximum liability of Supplier for any breach of these T&Cs shall be limited to 125% of fees received by it in relation to the research which is the subject of the claim.
40. Nothing in these T&Cs shall limit or exclude either party's liability for: a) death or personal injury caused by its negligence; b) its fraud or wilful default; c) breach of Data Protection Legislation; and d) anything else which it cannot by law limit or exclude its liability.

TERMINATION

41. Either party shall have the right to terminate the Agreement with immediate effect, at any time, if the other party fails to perform any material obligation or to cure a material breach, subject to the breaching party receiving written notice of such failure to perform or material breach and provided further that such failure to perform or breach is not cured within fifteen (15) business days of receiving such notice. Clauses 15 - 48 shall survive the termination of this Agreement, save that if the Agreement is terminated by Supplier for default of the Client, the Client shall have no rights to use and Supplier shall retain all rights in the Deliverables.

GENERAL

42. Any notice to either party under these T&Cs shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery or fax to the address of the party as notified in writing from time to time.
43. Nothing in this Agreement shall create a partnership or joint venture between the parties or render a party the agent of the other nor shall a party hold itself out as such (whether by an oral or written representation or by any other conduct).
44. No express or implied term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act of 1999 by any person who is not a party to it.
45. If either party fails to fully exercise any right, power or remedy under this Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of this Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.
46. To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these T&Cs, it shall not affect the enforceability of the remainder of these T&Cs nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction. If a court or other decision-maker should determine that any provisions of this Agreement is overbroad or unreasonable, such provision shall be given effect to the

maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

47. This Agreement together with any documents annexed hereto or referred to herein sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement and shall not be modified except in a writing signed by both parties.
48. These T&Cs shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England.

SCHEDULE ONE

Data processing Clauses

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and phrases used in this Schedule shall have the following meanings except where the context otherwise requires:

"Data Protection Legislation" means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, plus all other applicable national data protection and privacy laws that may apply to a party's obligations under these T&Cs.

"Data Controller", "Data Processor", "Data Subject", "Processing" and "Third Party" shall have the same meaning as set out in the Data Protection Act 1998 (as amended).

"EU Model Clauses" means the standard contractual clauses set out in the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (notified under document C(2010) 593)

"Personal Data" shall have the same meaning set out in the Data Protection Act 1998 (as amended), and relates only to personal data, or any part of such personal data of which the Client is the Data Controller, and is transferred to Supplier in order to provide the Services.

- 1.2 The Client and Supplier acknowledge that for the purposes of the Data Protection Act 1998, the Client is the Data Controller and Supplier is the Data Processor of any Personal Data provided by the Client in relation to the Services.

2. OBLIGATIONS OF THE DATA CONTROLLER

- 2.1 The Client warrants that it is compliant with its obligations under the Data Protection Legislation in processing the Personal Data for the Services.
- 2.2 The Client shall provide the Personal Data to Supplier together with such other information as Supplier may reasonably require in order to provide the Services.
- 2.3 The instructions given by the Client to Supplier in respect of the Personal Data shall at all times be in accordance with the Data Protection Legislation.
- 2.4 Where the Client is not the Data Controller for the Personal Data, but is the principle Data Processor in respect of the Personal Data to be processed under these T&C, the Client warrants that it is processing that Personal Data in compliance with the relevant instructions issued to it. The Client also warrants that it has the authority to sub-contract the processing of the Personal Data to Supplier.

3. OBLIGATIONS OF THE DATA PROCESSOR

- 3.1 Supplier will process the Personal Data in compliance with the Data Protection Act 1998.
- 3.2 Supplier undertakes that it shall process the Personal Data strictly in accordance with the Client's instructions for the processing of the Personal Data and only for the purposes of providing the Services or as otherwise instructed in writing by the Client.
- 3.4 Supplier will ensure that access to the Personal Data is limited to only those employees who require access to it for the purpose of providing the Services and complying with these T&Cs. Supplier will ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality and in the care and handling of Personal Data.
- 3.5 Supplier agrees to assist the Client promptly with all subject information requests which may be received from Data Subjects relating to the Personal Data.
- 3.6 Other than as set out herein, Supplier will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Client, unless the disclosure is required by law.
- 3.7 Supplier will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 3.8 Supplier will not keep the Personal Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the Services under these T&Cs. Where this is necessary, Supplier will keep an audit trail of which laptops/drives/devices the Personal Data are held on.
- 3.9 Supplier will notify the Client of any information security incident that may impact the processing of the Personal Data covered by these T&Cs within two working days of discovering, or becoming aware of any such incident.
- 3.10 Supplier will ensure that any affiliates or sub-contractors it uses to process the Personal Data comply with the terms of these T&Cs.
- 3.11 In the event that Supplier transfers the Personal Data outside of the European Economic Area (including to another company within Supplier's worldwide group of companies) in order to provide the Services and the location of that party is not subject to an adequacy finding by the European Commission, then such transfer shall only occur on the basis of a contract containing the EU Model

Clauses. The Processor shall provide the Client with a list of such contracts, or copies of the signed contracts on request.