

# SYNOVATE

## TERMS OF BUSINESS

### Services

1. Synovate (“we” or “us”) shall provide to the client (“you”) the services as set out in our quote to you (“services”) in accordance with good industry practice and all reasonable skill and care.
2. In addition to any applicable local market research codes of conduct in the relevant jurisdiction (e.g. CASRO, MRS, CAMRO etc.), we adhere to the principles contained in the International Chamber of Commerce and the World Association of Opinion and Marketing Research Professionals (ESOMAR) Code of Conduct. In accepting our services, you are deemed to agree to be bound by this professional code to the extent applicable to you. Copies of the ESOMAR Code of Conduct can be found at [www.esomar.org](http://www.esomar.org).

### Confidentiality and Data Protection

3. We adhere to the confidentiality obligations required by ESOMAR. We also comply with all applicable privacy, data protection rules and regulations (including our own internal codes of conduct and third party contracts) and shall maintain the confidentiality of all your confidential information disclosed to us in the course or providing the services until not less than one year after the end of work undertaken. Such confidentiality obligations shall not apply to information properly entering the public domain or which is independently developed. Furthermore we shall be entitled to disclose information to the extent required by law, court order or the requirements of an applicable regulatory authority (whereupon we shall endeavour to limit the extent of such disclosure and to procure an undertaking by such third party to maintain the confidentiality of such information).
4. You warrant that you are complying with all applicable privacy, data protection rules and regulations (including your own internal codes of conduct and any third party contracts). You shall immediately notify us in writing if any information relating to any person changes such that we should not use that information in providing the services to you. For these purposes change includes, but is not limited to, any permissions given by that person with respect to such information being altered or a telephone number contained in such information being ported to an alternate telephone supplier, whether wireless or otherwise.

### Data and Reports

5. Figures contained in any report will be estimates derived from sample surveys carried out in accordance with accepted market research methods and as such are subject to limits of statistical error. In taking delivery of any report or data, you acknowledge and agree (i) that the report and data should only be used within the specific context of the study and (ii) any predictions or interpretations derived from the data (whether prepared by us or you) are intended only as an aid to your own judgement. We shall not be responsible or liable for any loss or damage suffered by you as a result of any error in such predictions or data.

6. Completed questionnaires are routinely retained by us for not less than one year before destruction. Digital files (e.g. recorded verbatim responses) are routinely retained for three months before destruction. In accordance with ESOMAR practice, we may destroy questionnaires and/or data earlier than indicated above on giving not less than one month's prior written notice.
7. Ownership of data (excluding personal data) collected by us for you in providing the services, subject to payment by you of all fees due to us, shall vest in you. We shall be entitled to retain copies of such data in order to comply with our document retention requirements and for the maintenance and development of our normative tables and databases.
8. All rights (including copyright) in and to tabulations, questionnaires and other project documentation including the format of our reports and our trademarks remain our property and may not be published, quoted or reproduced without our prior written permission. Any tools or software made available to you as part of our providing the services to you are subject to a non-exclusive, royalty free non-transferable limited licence to use the same solely to the extent necessary to receive the benefit of the services. Upon completion of the services, you shall forthwith immediately cease using such tools or software and return to us all media on which such tools or software were provided and delete (so far as is reasonably practical) all versions of the same on all computers servers and networks on which it was used or stored.
9. You shall not disclose any reports or any of the results or the details of the services to any third parties (other than your associated companies and its professional advisors) without our prior written consent as to the mode and content of such disclosure. To comply with our ESOMAR obligations, we retain the right to require such changes to any publication of results so as to ensure conformity to professional market research industry standards. In making any changes we shall have no responsibility for the remaining content of any such publication. To the extent the data have been published by you, we reserve the right to make that data available to other parties.

#### Fees

10. Any quotation is valid for 30 days from the date of the quote. After that date we reserve the right to revise the quotation.
11. The fees quoted are for the services as set out in the quote; any changes made at your request may result in additional fees and/or changes to the timetable. Unless otherwise specified, the fees quoted are exclusive of all applicable taxes which will be charged at the rate prevailing at the time of invoice. Our travel, subsistence and other out-of-pocket expenses shall be chargeable to the extent set out in the proposal.
12. If by the date of commencement of the services, any relevant exchange rates fluctuate by more than 2% from any rates contained in the quote, we reserve the right to modify the fees accordingly.
13. All invoices are due for settlement in accordance with the terms of invoice unless otherwise specified and agreed in writing in advance. Invoices paid after expiry of the agreed period may, subject to applicable laws, be charged interest per annum equal to our local bank's base rate plus 5 percentage points for each day outstanding from the due date until the date of actual payment. Furthermore, in such circumstances we reserve the right to withhold the provision of the service or any deliverables until your total indebtedness to us has been discharged.

14. Groups, in-depth interviews or other studies may involve pre-recruitment of respondents. Where these are postponed or rescheduled by you or as a consequence of any reason beyond our reasonable control these may be subject to a fee to cover recruitment expenses and incentives payable to the respondents. In the event of cancellation or postponement of a research project once commissioned, we may charge a fee to cover all work undertaken and commitments made up to the date of receipt of your formal written notification. Should you adopt our methodology and decide to carry out the survey with another supplier or by yourself, this shall constitute your acceptance of our proposal and we may invoice to you (and upon receipt of such invoice you shall pay to us) a fee for services rendered to cover all our costs.

#### Synovate Indemnity

15. Subject to paragraph 18, we shall indemnify, and hold you harmless, against all costs and liabilities, including third party claims, incurred by you in respect of any personal injury (including death) loss or damage which arises directly from our breach of these terms caused by our negligence or the negligence of our employees, agents or sub-contractors except to the extent such liability arose from your negligence or wilful actions. You shall promptly notify us within 4 weeks of becoming aware of any claims or demands against you for which we may be responsible under this indemnity otherwise we shall have no liability under this indemnity.

#### Client Indemnity

16. You shall indemnify and hold us and our affiliates harmless against all costs and liabilities, including third party claims, incurred by us and our affiliates in providing the services in consequence of:
- (i) you providing any information (including, without limitation, client lists, customer telephone numbers, and other personal information) for our use; or
  - (ii) our following any of your instructions; or
  - (iii) our use or demonstration of any goods or services,
- or your use of the deliverables or any tools or software provided in connection with the services other than in accordance with these terms. You shall provide us with such information and/ or take such actions as we may reasonably require in relation to any circumstances which may give rise to any such costs and liabilities including, without limitation, disclosing your identity to third parties in relation to the research project, providing further research and development information in relation to the goods and services which are the subject of the research project (or similar goods and services) and taking on the conduct of any litigation or threatened litigation to the extent, in each case, we require.

#### Limitations

17. To the extent capable of exclusion under applicable law, neither party shall be liable to the other, howsoever arising, for any indirect, incidental, special, consequential, punitive, exemplary or other similar damages of the other party or for the other party's loss of profits, loss of revenues, loss of business opportunity, reputation or goodwill, whether foreseeable or contemplatable, in connection with any agreement to which these terms relate, whether or not the party was or should have been aware or advised

of the possibility of such damage and notwithstanding any failure of essential purpose or of any remedy set out here-in.

18. Neither party excludes or limits liability to the other party for death, personal injury or fraud. Subject thereto your liability to us (other than pursuant to paragraph 16 above) shall (in addition to your obligation to pay such fees) be limited to the monetary value of the total consideration payable to us pursuant to the applicable agreement to which these terms relate. Our maximum liability shall be limited to the total consideration received by us for the services to which such liability relates.
19. Except as expressly stated herein and subject to applicable law, we make no warranty regarding the services and disclaim any implied warranty, including any warranties of quality or fitness for a particular purpose even if we have been made aware of such purpose. We also make no warranty that the services will be uninterrupted or error free. We do not authorize anyone, including, but not limited to, our agents or representatives, to make a warranty of any kind on our behalf and any such statements should not be relied on.

#### Force Majeure

20. Neither party shall be held liable to the other for delays or other failure to perform its obligations occasioned by factors outside its control (including, by way of example only, postal or other communication delays, industrial disputes, fire or accident, governmental act, riots, armed conflict, war, terrorism (including threatened acts of terrorism), adverse weather conditions (e.g. hurricanes or typhoons) or natural catastrophe) provided such party uses its best endeavours to mitigate the effects of such factors outside its control. Other factors unforeseen at the time of proposal could affect the timing of the project (eg. problems in locating minority samples). Under these circumstances, we will endeavour to meet the proposed time schedule, but shall not be held liable for such delays. Time shall not be of the essence in providing the services.

#### Miscellaneous

21. Except to the extent otherwise stated in the quote, either party may terminate a contract upon at least 3 (three) months prior written notice to the other party. Subject to paragraph 14, such termination shall be without liability save for any liability arising prior to the date of termination.
22. These terms together with the relevant quote shall constitute the entire contract between you and us. No amendment shall be deemed to have been made to the contract unless made in writing by the party requesting the amendment and subsequently confirmed in writing by the other party and in which these terms are amended by express reference to them.
23. This Agreement shall be governed by and construed in accordance with the laws of the country (and, in the case of the United States of America, the state of New York) of the office providing the quote (without reference to conflict of laws rules of such country and state). Each party agrees to submit to the non-exclusive jurisdiction of the courts of that country (and, in the case of the United States of America the courts of New York County, New York) as regards any claim or matter arising under in relation to services.
24. Quotes provided and any work undertaken by us are subject to these terms of business notwithstanding you proposing any other terms or conditions or the purported application of any other terms and conditions. In the case of any inconsistency or

conflict with such other terms and conditions, these terms and conditions shall take precedence over such other terms and conditions except to the extent we enter into an agreement in writing signed by both parties containing such inconsistent or conflicting terms.