

TERMS OF BUSINESS

1 who we are

Brand Driver Limited is incorporated in England and Wales with registered number 4295151 and registered office at 9 Henrietta Street, London, WC2E 8PW
References in these terms of business to "we", "us" or "our" are references to Brand Driver Limited.

2 appointment

Subject to these terms of business you appoint us and we agree to supply the Services (defined below) and incur reasonable expenses on your behalf.

3 proposal and services

The market research services to be provided by us (the "Services") will be as set out in the latest version of the proposal as designated by us and sent to you (the "Proposal").

4 commission and fees

We will have been commissioned following your unconditional verbal and/or written confirmation that we should commence work on the provision of the Services ("Commission").

The Services may be amended at any time by mutual agreement confirmed in writing by us setting out the details of such changes and any variation in costs incurred in providing any additional or alternative services. If you require significant changes to be made to the Services after Commission we reserve the right to make a separate charge, however, the changes may amount to a partial cancellation or cancellation of the Services and be subject to the provisions of clause 6.

The fees for the Services are as set out in the Proposal, which may be varied by agreement between the parties and confirmed in writing (the "Fees").

Expenses such as travel, hotel subsistence and other out of pocket expenses such as translation, photocopying, printing and viewing facilities reasonably incurred during the provision of the Services, plus a 15% handling fee, shall be payable by you and are in addition to the Fees.

For the avoidance of doubt any activity undertaken or documents/material supplied by us at your request, which is not specified in the Proposal, shall be charged as additional fees and payable in accordance with paragraph 5.

5 billing and payment terms

The first 50% of the Fees, plus an amount for anticipated expenses, shall be invoiced upon Commission and the remaining 50% of the fees, plus any outstanding expenses, shall be invoiced periodically during the period of the Commission until the full amount of the Fees has been invoiced.

Payment to us is due on receipt of our invoice. If an invoice is not paid in full within 30 days from the date of the invoice, we reserve the right to charge interest on the outstanding amount of the invoice at a rate of 3% above the base rate of Barclays Bank plc. Interest will accrue from 30 days after the date of delivery of an invoice to the date of

payment. Invoices shall be paid in full in sterling unless otherwise agreed in writing.

If an invoice is overdue for payment, we may suspend or terminate performance of the Services, and for any period that payments are in arrears there shall be a corresponding extension to the period for providing the Services.

All fees, expenses and other charges are exclusive of value added tax ("VAT") and other taxes and duties unless otherwise stated. If we are satisfied that the Services are outside the scope of the UK VAT, then we shall not charge VAT. If you are a non-UK European Union business client (and the Services do not relate to UK land) we would normally expect not to charge VAT in relation to the Services. In order to enable the VAT status of the Services to be classified correctly, in particular in relation to European Union business clients, you shall provide us in advance such evidence as we may reasonably require for this purpose.

If the Services are subject to VAT, you must indemnify us fully on demand for any interest, penalties or legal costs as a result of any information on your VAT status not being correct.

6 international work

If the Services include international work our costs are based on the exchange rate prevailing between sterling and the currencies of the applicable countries on the specified date. The exchange rates used are those quoted www.xe.com/ucc/ plus 4%. We reserve the right to adjust the fee for the Services to account for any exchange rate fluctuations during the period of the Services.

It may be necessary to obtain a visa for entry into a foreign territory for the performance of the Services. If such a visa cannot be obtained in sufficient time for us to perform the Services on dates set out in the Proposal, we will not be liable for any loss or damage whether direct, indirect or consequential as a result of such delay and we will not be obliged to perform the Services in such foreign territory.

7 cancellation and postponement of meetings

If you cancel the Services following Commission, we shall retain all sums paid in advance and you shall be liable to pay the initial 50% of the fees for the Services if you have not already done so. You will also be liable to pay all outstanding monies and sums due in connection with the Services completed at the date of cancellation, together with all other costs and expenses which have been incurred, any amounts due to third party suppliers or others and a reasonable sum for time incurred in respect of dealing with the consequences of cancellation.

If you postpone or re-arrange meetings and/or appointments we must receive notice at least 48 hours in advance. You shall be liable for any non-refundable travel and/or accommodation costs and/or any cancellation charges. An additional amount equivalent to the fee for the time allocated to such meeting may be charged.



8 intellectual property;

All and any right, interest and title (whether legal or equitable) in all intellectual property rights whatsoever (registered or unregistered) either created or produced by us in connection with the provision of the Services shall vest in and belong to us absolutely at all times.

We reserve the right to retain copies of all documents we create or produce while providing the Services. We also reserve the right to publicise the Services we provide for you subject to the terms of any confidentiality agreement between the parties.

9 stimuli

You warrant and agree that the use of all materials, stimuli, products or information supplied by you or obtained on your behalf in connection with the Services ("Stimuli") shall not infringe any third party intellectual property rights and you shall indemnify us for any loss, costs, damages and expenses occasioned by us in connection with any third party claims or as a result of any breach of this paragraph.

You agree to provide all Stimuli in good time or by the dates agreed in writing between the parties to enable us to carry out the Services effectively and you shall indemnify us for any loss, costs, damage or expenses occasioned by us in respect of any breach of this paragraph.

In order for us to comply with all relevant legislation and codes on safety you will provide us with all relevant information in respect of the Stimuli supplied by you in respect of the Services including any storage and usage requirements and you shall warrant that all products and materials are safe and comply with all relevant safety standards. You shall indemnify us in respect of any loss, costs, damage and expenses incurred by us (or any third party suppliers) directly or indirectly as a result of the storage and/or use of such products or materials in connection with the provision of the Services.

We shall not be liable for any loss, damage, costs or expenses incurred by you as a result of any loss, damage or deterioration to any Stimuli supplied by you or obtained on your behalf in connection with the Services whether in our possession, our agents, third party suppliers or otherwise.

You grant us your express consent to disclose any Stimuli (or electronic reproduction of such Stimuli) on your behalf in connection with the provision of the Services to all necessary persons including our employees, agents, professional advisers, members of the public who participate in market research in connection with the Services ("Respondents") and any other third parties who are involved with the provision of the Services.

10 liability

Except in the case of death or personal injury caused by our negligence, we shall not be liable by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under any express terms for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by our negligence, our employees, agents, Respondents or otherwise) which arise

out of or in connection with the supply of the Services and in any event our entire liability under or in connection with the provision of the Services shall not exceed the sums paid for the Services except where expressly provided in these terms.

We shall not be liable for any loss, damage, costs or expenses incurred by you as a result of any loss or damage caused by us, our agents, third party suppliers, Respondents or otherwise. Further we shall not be liable for any disclosure into the public domain or any reproduction whatsoever of any Stimuli or other confidential information by Respondents, including Stimuli and information deemed to be confidential and/or the subject of any non-disclosure agreement.

Further we shall not be liable for the loss of any information, data or reports produced in respect of the Services lost or mislaid by any carrier (including our servants or agents) in transit to or from our offices.

Whilst we will make all reasonable effort to perform the Services on dates set out in the Proposal time shall not be of the essence and we shall not be liable for any loss or damage whether direct, indirect or consequential as a result of any delay. The late supply of any of the Services shall not entitle you to cancel or terminate the provision of the Services neither shall you be entitled to withhold payment for the Services in whole or in part.

11 insurance

You shall maintain adequate policies of insurance against any loss, damages, costs or liabilities caused by or arising out of or in connection with the provision of the Services, in particular where the Services are performed at a location for which you are responsible.

You shall insure any property, including product samples and stimuli material, that you supply to us (or any third party suppliers) against loss or damage and you shall maintain such insurance until the disposal or return of such property in accordance with this paragraph. We may dispose of any property supplied by you after six months following completion of the Services, unless you request their return, at your expense, in writing

12 force majeure

Neither party will be liable to the other for any default or breach of these terms which is caused directly by circumstances beyond its control, provided that:

- the defaulting party will use its reasonable endeavours to minimise the adverse effects of the enforced default or breach
- the default or breach will be remedied as soon as the force majeure event has ceased to exist
- unless the cause shall frustrate or render impossible or illegal the performance of the Services or shall otherwise discharge the same, the period permitted for us to perform our obligations shall be extended by such period (not limited to the length of the delay) as we may reasonably require to complete the performance of the Services.



13 assignment and third party relations

You shall not be entitled to assign the benefits of these terms to any third party without our written consent which shall not be unreasonably withheld.

Nothing in these terms shall prohibit us from sub contracting any part of the Services to a third party.

If as part of the Services we engage a third party, we may request that you pay that third party directly. Our position will be that of an agent instructing the third party on your behalf.

14 termination

Either party will be entitled to terminate these terms and the provision of the Services by written notice if the other party:

- fails to remedy a material breach of these terms within 21 days after receiving written notice specifying the breach and requiring its remedy; or
- passes a resolution to wind up otherwise than for amalgamation or reconstruction or has a winding up petition made against it or if any administrator or receiver shall be appointed in respect of the whole or any part of its assets or where it shall make or offer to make any arrangement or composition for the benefits of creditors generally.

In the event of termination whether by effluxion of time, notice, breach, frustration or impossibility of performance:

- you shall immediately pay all arrears of sums due under these terms; and
- you shall be liable to pay all costs and expenses which we have incurred or to which we have committed at the time of such termination including a reasonable sum for executive time incurred to that date and in respect of dealing with the consequences of termination.

15 general

Your acceptance of the Services and commencement of any work required to provide the Services shall constitute your acceptance of these terms. In the event that you refer to or

endeavour to incorporate your own terms of business into these terms then such conditions shall not apply unless accepted by us in writing.

We reserve the right to amend any of these terms of business or a specification of the Services to comply with any statute, by-law, regulation or order issued by any government department or other duly constituted authority provided that we shall give all reasonable notice of such changes to you in so far as we are able.

These terms can only be amended by mutual agreement and confirmed in writing by us setting out the whole of any modifications. In this context, subsequent correspondence between the parties on any contractual matter will not be effective unless it complies with this paragraph. It is agreed that any conduct between the parties which is not documented in accordance with this paragraph will not be deemed to have become a contractual commitment.

Notices must be served either personally or sent by prepaid registered post to the address of most recent business address of the other party or to any other address as the parties may have been notified. Any notice sent by post will be deemed to have been delivered on 48 hours after sending. Any notice served personally will be deemed to have been delivered on the first working day following date of the service.

If any provision of these terms of business is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, such provision shall be deemed not to form part of these terms of business. In any event the enforceability of the remainder of these terms of business will not be affected.

These terms of business, together with the Proposal and any document signed by both parties amending or confirming the Proposal, supersedes all prior understanding and agreements between the parties (whether written or oral) relating to the Services and contains the entire agreement between the parties relating to the Services.

These terms of business are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts.

