



MMR Research Worldwide Standard Conditions of Business

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Client' means the client referred to in the attached quotation or proposal;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by MMR;
- 1.3 'Confidential Information' means all information, whether such information is in writing, pictures, digital form, oral or in any other format and is of a confidential nature, including but not limited to the following:
 - 1.3.1 information of whatever nature relating to the Client's business activities, practices and finances;
 - 1.3.2 any evaluation material, design work, strategic plans and ideas, innovations, creative plans, concepts and ideas and any other advertising or promotional plans or ideas developed by the Client or on its behalf, whether relating specifically to the Project or otherwise; and any information derived from the information falling within 1.3.1 or 1.3.2 above, but does not include any information which is or becomes publicly available (other than as a result of a breach of this agreement or any other obligation of confidence) or was lawfully in MMR's possession prior to this agreement or which MMR becomes under a legal obligation to disclose.
- 1.4 'Commissioning' means any commissioning document attached or any email letter fax or other document, whether physical or electronic, in which the Client has authorized commencement of the Project or from which such authorization can be reasonably inferred;
- 1.5 'MMR' means MMR Research Worldwide; UK, USA, China and Singapore.
- 1.6 'Project' means the project specified in the attached Proposal or Quotation;
- 1.7 'Quotation' means the costs within the quotation or proposal attached.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the provision of services to the Client by MMR to the exclusion of all other terms and conditions, including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 The Project will only be commenced when the Client has formally agreed to the cost within the quotation or proposal (in writing).
- 2.3 Agreement by the Client of the quotation or proposal cost in an email or other electronic form shall be deemed conclusive evidence of the Client's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by MMR and signed by both parties.

3 Price and payment

- 3.1 The Price shall be the price quoted in the quotation or proposal which shall be valid for 3 months from the date thereof, after which MMR reserve the right to requote for the price of the project. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the MMR's invoice. VAT will only be applied within the UK.
- 3.2 Payment of the Price and VAT (if applicable) shall be made in pounds sterling, USD, Euro or RMB and are due within 28 days of the date of the invoice. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2.5% per month and shall accrue at such a rate after as well as before any judgment.
- 3.4 The Client shall pay MMR 50% of the Price once they have formally agreed (in writing) the costs and agreed to commence the project.
- 3.5 Separately, MMR reserves the right to amend its prices in light of currency exchange variations. This covers situations when MMR quotes prices in a currency other than GBP or USD, and when MMR buys fieldwork or other services from third parties in a currency other than GBP or USD.

4 The proposal

The contents of MMR's proposal are the sole and exclusive property of MMR Research Worldwide. MMR Research Worldwide retains all right, title and interest, including without limitation, copyright in, or to, any MMR trademarks, technologies, methodologies, products, analyses, software, and know-how included in, or arising out of, this proposal, or used in connection with the preparation of this proposal. No licence under copyright is hereby granted or implied.

The contents of MMR's proposal are of a commercially sensitive and confidential nature and intended solely for the review and consideration of the person or entity to which it is addressed. No other use is permitted and the addressee undertakes not to disclose all or part of this proposal to any third party (including but not limited, where applicable, to disclosure under the Freedom of Information Act 2000) without the prior consent of the Company Secretary of MMR Research Worldwide Ltd.

5 The Project

- 5.1 MMR shall conduct the Project in compliance with relevant and officially recognized codes of conduct.
- 5.2 Any times quoted by MMR in connection with the Project are estimates only and time is not of the essence.
- 5.3 Any changes required by the Client to the work specified in the Quotation shall be notified to MMR in writing and shall be the subject of a further quotation.
- 5.4 If in the opinion of MMR, consultancy advice or further work is required over and above that normally included as part of the Project, then MMR will advise the Client of this and provide an estimate of the additional cost of providing this additional advice or work.
- 5.5 Incidence rates are estimates only and in the event that the incidence rates in connection with the Project are lower than anticipated, MMR reserves the right to review the Price.
- 5.6 The Project shall be deemed to have been completed when the final presentation and any additional agreed analysis on the Project has been made.
- 5.7 Following completion of the Project MMR will provide the Client with the Project results in an appropriate form.

6 Warranties and liability

- 6.1 Where materials or products supplied by the Client for use in the Project are to be consumed or otherwise used in any manner whatsoever, the Client will ensure that all statutory requirements are complied with and these products and materials are wholesome and safe for such consumption or uses.
- 6.2 The Client will provide MMR with detailed transportation storage and preparation instructions, together with any other relevant information required for the safe keeping and use of the materials or products. The Client shall fully and effectually indemnify MMR against all and any liability which MMR may incur or any loss suffered by MMR as a result of the Project, or any of the products or materials supplied by the Client in connection with the Project.
- 6.3 The Client warrants that the supply of all information and materials by it in connection with the Project do not infringe any third party rights, and agrees to fully and effectually indemnify MMR against all and any liabilities, losses, damages, claims, costs, charges or expenses suffered or incurred by MMR arising directly or indirectly from any such infringement.
- 6.4 Upon receiving prompt notice from Client that any of Company's services or deliverables are defective or incomplete, Company will re-perform the work to the extent that it is defective or incomplete. Company will have no liability for any business losses of Client (including without limitation loss of revenue, profit or goodwill), or for any other indirect, incidental, special or consequential damages, whether attributable to defective or incomplete work or otherwise, and whether arising out of contract, tort or otherwise, even if Company had been advised of the possibility of such losses. In any event, save that no liability is limited or excluded for death personal injury or fraud, Company's maximum monetary liability in connection with the performance of the work or any other matter relating to Company's undertakings with Client will be the return to Client of sums previously paid to Company by Client on the project out of which Client's claim arose.
- 6.5 MMR shall indemnify the Client against death, injury or loss of or damage to any property which may arise out of the wrongful act, default or negligence of MMR, its employees, sub-contractors, or agents in the performance of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that MMR shall not be liable for nor be required to indemnify the Client in regard to any injury, loss or damage to the extent

that such injury, loss or damage is caused by the wrongful act, default or negligence on the part of the Client or its employees, agents or sub-contractors.

- 6.6 All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the service provided by MMR under the Project, whether expressed or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.

7 Confidentiality and Report Data

- 7.1 Except as permitted by clause 7.2, each party undertakes that it will not at any time divulge or communicate to any person, any confidential information concerning the Project or the business or affairs of the other party or of any member of the group of companies to which the other party belongs. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with a Project or these conditions.
- 7.2 A party may disclose confidential information: (a) to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible; and (b) to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with a Project or these conditions. Each party shall ensure that its employees, officers, representatives, advisers or any other party to whom it discloses the other party's confidential information comply with this clause 7.2
- 7.3 Each party reserves all rights in its confidential information. No rights or obligations in respect of a party's confidential information, other than those expressly stated in a Proposal or these conditions, are granted to the other party, or are to be implied from the agreement.
- 7.4 Where material has been provided by the Client in connection with the Project, the material will only be used in the Project and any excess shall be destroyed by MMR 28 days after the date of the final invoice, unless otherwise agreed in writing by the parties. In the event that the Client requests the return of such materials this shall be at the cost and at the risk of the Client.
- 7.5 Except as otherwise set out in a Proposal, MMR or its licensors retain ownership and reserve all rights in any data and report contents, including any rights in photography, filming or audio or visual content, produced in connection with a Project (collectively the "Content"). MMR grants the Client a non-exclusive worldwide licence to use the Content for the purposes of receiving and using the Project results for its internal business purposes only. The Client may only publish or share the Project results and Content with MMR's prior consent and no report or information or extract therefrom shall be used to endorse or imply approval of any product or process of the Client or the use or proposed use of any such product or process of the Client. Any extract from the information or report shall be such as to give a true and fair view of the results as a whole.
- 7.6 In this clause 7, Data Protection Laws means (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, and (ii) the Data Protection Bill 2017-2019, once it becomes law. The terms controller, data subject, process and personal data shall have the meaning ascribed to them in the Data Protection Laws. The parties acknowledge and agree MMR may collect and use personal data in connection with a Project and, except as set out in clause 7.7 and 7.8, MMR shall be the controller of personal data processed in connection with a Project.
- 7.7 In the event the Client provides personal data to MMR for use in connection with a Project, the Proposal will identify the types of personal data, the purposes of processing and whether MMR is controller or processor of the client provided personal data. In the event that MMR acts as a processor of client personal data, the parties will enter a separate data processing agreement.
- 7.8 MMR will not incorporate personal data in Content, a report or other Project results made available to the Client except as agreed in a Proposal, in which case the Proposal will identify the types of personal data and the purposes for which the personal data is transferred. MMR shall transfer such personal data to the Client on a controller to controller basis and the Client shall thereafter only use the Personal Data for the purposes set out in the Proposal and otherwise comply with its obligations under Data Protection Laws in respect of such personal data. The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from data subjects to exercise their rights under the Data Protection Laws within the time limits imposed by the Data Protection Laws in respect of any transferred personal data.

8 Termination of the Project

- 8.1 The Client may by notice in writing to MMR request the termination of the Project prior to its completion and on receipt of such request MMR shall as expeditiously as possible cease all work on the Project.
- 8.2 Should MMR be prevented from commencing or continuing to carry out the Project for a continuous period of at least 4 weeks by reason of any event beyond the reasonable control of MMR either party shall be entitled to terminate the Project by giving written notice of such termination to the other party.
- 8.3 On termination of the Project under clauses 8.1. or 8.2 above, all unpaid invoices shall become immediately due and payable and MMR shall issue to the Client a final invoice for all charges not yet invoiced together with all costs and expenses associated with the early termination of the Project.

9 General

- 9.1 Any notice required to be given by either party under these conditions shall be given by email, fax or via the registered post. If given by fax, service shall be deemed to have been made at the end of the transmission; if given by email, service shall be deemed to have been made 1 hour after the time the email is sent; if given by post, notice shall be deemed to be served 48 hours after posting unless the contrary shall be shown.
- 9.2 These conditions and the terms specified in the 'Commissioning' are the entire agreement between the parties relating to the Project and supersede all prior agreements which in any way relate thereto.
- 9.3 If any difference arises between the parties relating to the Project or any of the Conditions such differences shall be referred to a single arbitrator agreed between the parties or (in the event of the parties being unable to agree) to an arbitrator appointed by the Chairman for the time being of the Market Research Society on the application of the first party to apply, and such arbitrator's decision shall be final and conclusive and binding on the parties. The cost of the arbitrator shall be as the arbitrator shall award.
- 9.4 These conditions are governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the jurisdiction of the Courts of England and Wales and the Client agrees to appoint an agent for service of process within the jurisdiction of the Courts of England and Wales on being requested to do so by MMR.
- 9.6 The rights of any third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- 9.7 The Client shall not procure or attempt to procure or solicit the independent services of or seek to employ any employee of MMR or former employee of MMR for a period of two years from the date of commencement of the Project.