

## INTERNATIONAL TERMS OF BUSINESS

The following terms and conditions, as modified by any variation from time to time as agreed between Calibrate Consulting and Client in writing, will apply, either generally or in respect of a specific matter, as appropriate, to Calibrate Consulting's provision of services to Client. In the case of any inconsistency between these Terms of Business and any terms and conditions agreed between Calibrate Consulting and Client in writing at any time, the latter shall prevail.

### 1 Scope of Engagement

Calibrate Consulting hereby agrees to perform the services ("Services") described in the attached proposal to Client ("Proposal"). The scope of Calibrate Consulting's engagement in relation to each project will be agreed between Calibrate Consulting and Client from time to time. The "Agreement" consists of these Terms of Business together with the Proposal. No other terms and conditions or documents shall form part of the Agreement unless expressly agreed in writing by authorised representatives of Calibrate Consulting and Client.

### 2 Acceptance and Authority to Act

Following receipt of a Proposal from Calibrate Consulting by the Client, any further instruction by the Client relating to the Services shall be deemed to be acceptance of, and agreement to, Calibrate Consulting's terms and conditions, including any fees payable.

### 3 Fees and Billing

**3.1** In accordance with the Proposal, Client agrees to pay Calibrate Consulting for the Services rendered and to reimburse Calibrate Consulting for expenses incurred in connection with providing the Services.

**3.2** Calibrate Consulting will submit bills to Client in accordance with either agreed arrangements or otherwise at such intervals as Calibrate Consulting considers appropriate. Each bill will include a description of the work undertaken by Calibrate Consulting. Accounts should be settled within 30 days.

**3.3** Calibrate Consulting reserves the right to charge interest, calculated on a daily basis at three per cent above the base rate from time to time of Barclays Bank plc in London or an equivalent or alternative rate in other jurisdictions, if appropriate as may be notified to Client (or, where a late payment interest rate is provided by the relevant legislation, at the rate set out in such legislation).

**3.4** All sums payable by Client must be paid free and clear of any deductions or withholdings (together "Withholdings"), except as required by law. If any Withholdings are so required, unless otherwise agreed between Calibrate Consulting and Client in writing, Client will pay Calibrate Consulting such sum as will leave Calibrate Consulting with the same amount as it would have received in the absence of a requirement to make a Withholding.

**3.5** Where Calibrate Consulting is required to do so, value added tax (or its equivalent) or any other tax imposed on the provision of services will be charged to Client in addition to the amounts charged in accordance with the Proposal.

### 4 Cooperation

**4.1** Both Calibrate Consulting and Client acknowledge and agree that successful undertaking and completion of the Services will require full and mutual good faith cooperation of both parties.

**4.2** The tasks to be performed by Client personnel, including staffing requirements, and the obligations of Client regarding such personnel, are in accordance with the Proposal. In addition to performing those tasks identified in the Proposal, Client agrees to provide such services, equipment, software and support as are stated to be Client's responsibility in the Proposal.

**4.3** Client further undertakes that information provided to Calibrate Consulting shall be complete, accurate and prompt, that its reviews of Calibrate Consulting work shall be timely and shall be performed by personnel fully familiar with Client's business and requirements and the terms of the Proposal.

### 5 Confidentiality

**5.1** Each party as well as their affiliates (defined as legal entities directly or indirectly controlled by, controlling or under common control with one of the parties) shall keep confidential and shall not use (except in connection with this Agreement) any confidential information disclosed to it by the other party or of which it becomes aware relating to the other party other than (i) where required to do so by any applicable law, rules or court order having taken, where practicable and at the other party's expense, any action which the other party reasonably requests to contest the disclosure after informing such party of the requirements, where permitted to do so; (ii) to anyone (including other advisers, professional or otherwise) where such party considers that it is appropriate for that person to know such confidential information, taking into account the other party's interests, in order to assist in the provision of the Services; and (iii) by Calibrate Consulting to selected third parties such as word processing, translation, waste disposal agencies, IT service providers and other outsourced business services suppliers who assist Calibrate Consulting with legal, finance, administrative and other roles, and who will or may have access to confidential information as part of their function. Calibrate Consulting will ensure by means of appropriate confidentiality agreements and, where possible, technological restrictions, that confidential information will be protected.

**5.2** The parties agree that "confidential information" does not include the following: (i) information that is in the public domain or in the possession of the receiving party at the time of disclosure to that party by the other party, (ii) information independently developed by a party without use of confidential information, (iii) information that subsequently comes into the public domain through no fault of the receiving party, and (iv) information that is also disclosed to the receiving party by a third party who is under no obligation to the disclosing party to keep that information confidential.

**5.3** Notwithstanding this section 4, Calibrate Consulting may serve other clients in the same industry as Client as long as it does so without compromising its responsibility to maintain the confidentiality of Client's confidential information including parties with whom Client competes or has a commercial relationship.

**5.4** Calibrate Consulting owes the same duty of confidentiality to all of its clients, therefore, Calibrate Consulting will not disclose to you any information given to it in confidence in relation to any matter even if it is material or relevant to matters concerning Client. Client agrees that Calibrate Consulting does not owe a duty of disclosure to Client in relation to such information.

**5.5** Client acknowledges and if required to do so it will advise its own customers and/or users that Data may be located in foreign jurisdictions and that applicable laws in foreign jurisdictions may permit foreign governments, courts, law enforcement or regulatory agencies to access Data in those jurisdictions.

### 6 Use of Information and Work Product

**6.1** Client understands and agrees that in performing the project outlined in the Proposal, Calibrate Consulting will be using publicly available information and information in reports and other material provided by others, including, without limitation, information provided by Client, and that Calibrate Consulting does not assume responsibility for and may rely, without independent verification, on the accuracy and completeness of any such information. Calibrate Consulting's findings and recommendations will reflect its best judgment based on the information available to it.

**6.2** Client understands and agrees that all reports, analyses or other material provided by Calibrate Consulting are solely for Client's information and use in connection with the assignment and may not be delivered to any third party, or published anywhere in any form, without the prior written consent of Calibrate Consulting, except as required by law. Calibrate Consulting shall retain all rights to concepts, approaches, methodologies, models, tools, generic industry information, knowledge and experience possessed by Calibrate Consulting prior to, or acquired by it during, the performance of the assignment.

### 7 Independent Contractor

Calibrate Consulting is an independent contractor and not an agent or representative of Client. No employee of Calibrate Consulting shall be deemed an employee of Client. Except as otherwise expressly agreed, Client will not have control over Calibrate Consulting or its employees. Calibrate Consulting agrees that it shall be Calibrate Consulting's responsibility to pay income taxes, national insurance and social security amounts, required by law to be paid in respect of the employees performing services hereunder.

### 8 Non-solicitation

Unless otherwise agreed to by Calibrate Consulting in writing, Client hereby undertakes to Calibrate Consulting that it shall not hire or solicit the employment of any member of Calibrate Consulting's personnel directly or indirectly associated with Calibrate Consulting's provision of Services under this Agreement, whether permanently, temporarily, on a part-time basis, as a contractor or otherwise, or encourage such person to apply for any such position or post, during the duration of this Agreement and for a period of twelve (12) months thereafter. Calibrate Consulting acknowledges that the preceding sentence does not apply to persons responding independently to the general media advertising made by, or on behalf of, Client.

### 9 Third-Party Hardware and Software

**9.1** The parties understand that any work product delivered under this Agreement may include certain third-party hardware and/or software products. It is acknowledged by Client that Client shall be solely responsible for obtaining licences to such third-party software, if such software is not already in Client's possession, including the right to incorporate such software into its systems.

**9.2** Calibrate Consulting makes no warranties or representations hereunder, and there are no conditions applicable, express or implied, as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software of or developed for Client, and the quality, capabilities, operations, performance and suitability of such third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.

### 10 Limitation of Liability

**10.1** Calibrate Consulting shall have no liability with respect to its obligations under this Agreement or otherwise for loss of revenue, loss of anticipated savings or any consequential loss or damages even if it has been advised of the possibility of such losses or damages and whether such losses or damages arise under breach of contract, breach of warranty, condition or

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other term, negligence, strict liability, breach of statutory duty, misrepresentation, tort or otherwise.

**10.2** In any event, and even if the exclusion in section 9.1 is found for any reason to be unenforceable, the total aggregate liability of Calibrate Consulting to Client for any reason under or in connection with this Agreement shall be limited to an amount equal to 100% of the amount payable for the services that gave rise to the liability. This limitation applies to all causes of action, including without limitation to breach of contract, breach of warranty, condition or other term, negligence, strict liability, breach of statutory duty, misrepresentation, tort or otherwise.

**10.3** Nothing in this Agreement shall exclude or in any way limit Calibrate Consulting's liability to Client for fraud, death or personal injury caused by its negligence (including negligence as defined in the Unfair Contract Terms Act 1977), breach of terms regarding title implied by statute or any liability to the extent the same may not be excluded or limited as a matter of law.

### 11 Indemnification

**11.1** Subject to section 10.2, Client hereby agrees to indemnify and hold Calibrate Consulting harmless from and against all third party claims, liability, losses, damages and expenses as they are incurred, including without limitation legal fees and disbursements and the cost of Calibrate Consulting's personnel time at normal professional rates, relating to or arising out of the Services

**11.2** Client's liability under this indemnity shall be reduced to the extent that any such claims, liability, losses, damages or expenses result from the negligence, recklessness or wilful default of Calibrate Consulting.

### 12 Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this section 11. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration proceedings shall be English.

### 13 Termination

**13.1** If either party hereto ceases to trade, is unable to pay its debts as they fall due, becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver, administrative receiver, administrator or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or has an order made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of a date specified in such notice of termination.

**13.2** Client may terminate this Agreement at any time by giving Calibrate Consulting thirty days' written notice to that effect. In such event, Calibrate Consulting shall be entitled to payment for Services rendered and for expenses and obligations incurred in connection with this Agreement prior to the effective date of termination.

### 14 Laws and Regulations

Calibrate Consulting agrees, in connection with the Services being provided in accordance with the Proposal, to comply with all applicable laws and regulations.

### 15 No Third-Party Beneficiaries

Calibrate Consulting and the Client agree that this Agreement is intended to be solely for the benefit of the parties hereto and that no third parties may rely on any reports, analyses or other material provided by Calibrate Consulting or shall obtain any direct or indirect benefits from the Agreement, have any claim or be entitled to any right or remedy under this Agreement or otherwise in any way be regarded as third-party beneficiaries under this Agreement. Accordingly, the parties intend that the Contracts (Rights of Third Parties) Act 1999 shall have no application to this Agreement.

### 16 Anti-Money Laundering and Other Sanctions

**16.1** Calibrate Consulting is subject to laws and regulations on anti-money laundering. Calibrate Consulting may ask Client to provide it with relevant information for the purposes of performing customer due diligence checks (e.g. verification of identity and/or evidence of source of funds), which Client agrees to supply to Calibrate Consulting promptly on request. Client also consents to Calibrate Consulting conducting electronic verification of identity.

**16.2** Calibrate Consulting may be required to report to the relevant authorities any suspicious activity, and obtain the prior consent of the relevant authorities before continuing to provide Services to Client. Calibrate Consulting may be prohibited from informing Client that it has made such report (i.e. tip-off). Calibrate Consulting will not be liable to Client for any loss, damage or delay Client may suffer as a result of Calibrate Consulting (i) ceasing to provide Services in accordance with the paragraph above; or (ii) fulfilling its statutory obligations (or in acting as it may reasonably believe it is required to do so), so long as it has acted in good faith.

### 17 Marketing and Other Publications

**17.1** Client agrees that Calibrate Consulting may disclose in generic form in marketing or similar materials that Client is a client of Calibrate Consulting and that it is providing Services to Client.

**17.2** Client agrees that no reference may be made to Calibrate Consulting in any prospectus, proxy statement, offering memorandum, information memorandum or similar document without Calibrate Consulting's prior written consent, which Calibrate Consulting may, in its discretion, withhold.

### 18 Assignment

Client and Calibrate Consulting agree that neither party may assign its rights under this Agreement without the prior written consent of the other party.

### 19 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to a cause beyond its reasonable control. Performance times shall be extended for the period required to make up the work lost because of such cause.

### 20 Miscellaneous

**20.1** The Proposal and these Terms of Business represent the entire agreement and understanding between the parties with respect to the subject hereof, and supersede all prior discussions and writings with respect hereto. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

**20.2** This Agreement shall be governed by, and construed in accordance with, the laws of England.

**20.3** No modification, alteration or amendment of this Agreement shall be effective unless contained in writing that is signed by both parties and this new agreement ("Variation Agreement") specifically refers to this Agreement. With the exception of the amendments contained in the Variation Agreement, all other terms and conditions will remain unchanged. Where Calibrate Consulting and the Client have duly entered into a Variation Agreement and the Client breaches any of terms and conditions of the Variation Agreement then Calibrate Consulting may unilaterally revert to this Agreement. In the event that any term or provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable under any applicable law, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions will be unaffected thereby.

**20.4** The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

**20.5** The headings in these Terms of Business are inserted for convenience only and shall not constitute a part of the Terms of Business or affect in any way the meaning or interpretation of the Agreement.

**20.6** Calibrate Consulting carries on business in a number of jurisdictions through different entities. All references to "Calibrate Consulting" in these Terms of Business shall refer to Calibrate Consulting Inc., Product Control Limited or any other subsidiary or holding company of the Calibrate Consulting group, as appropriate.