

TERMS AND CONDITIONS

The specific Service(s) HFS Research will provide for the Client and the professional fee to which HFS Research will be entitled are set forth in the attached Service Agreement (together, with these Terms and Conditions, referred to as "the Agreement"). These Terms and Conditions will apply to all current and future Service Agreements and renewal letters between HFS Research and the client identified in the attached Service Agreement ("Client"). Service Agreements specify which services or products, including information and materials (collectively, the "Services") Client is obtaining from HFS Research.

- 1. Payment.** The agreed fee, payable to HFS Research LLC, will be submitted via invoice as stated in the Service Agreement. In an event of early termination of the Service Agreement, HFS research shall refund the advance amount paid by the Client on pro-rata basis.
- 2. Service delivery.** Delivery of services for PoV's, Webinars, Speaking Engagements, Strategy sessions, ThinkTank sessions and Sponsorships, shall commence no earlier than when the payment has been received. Delivery of services for Blueprint and PoV licenses and Membership agreements shall commence on the date agreed in the agreement, unless HFS decides based on payment history that the services shall commence once the payment has been received.
- 3. Sales Taxes.** If any sales tax or other tax or charge is now or hereafter imposed or assessed by any governmental entity upon the sale, use or receipt of Services, the Client agrees to pay such taxes or charges when properly invoiced by HFS Research.
- 4. Creation of Work Product.** HFS Research shall use reasonable endeavours to provide the Services, and to deliver the Work Product agreed in the Services Agreement to the Client by the agreed date, but such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement. The Client shall co-operate with HFS Research in all matters relating to the Services.
- 5. Ownership of Work Product.** As between the Customer and the Supplier, all intellectual property rights and all other rights in the Work Product, pre-existing research documents and other work products produced by HFS Research shall be owned by HFS Research. HFS Research will have final editing rights of the agreed Work Product and will publish an electronic version for the Client.
- 6. Confidentiality.** HFS Research understands that the Client does not wish to receive any information that may be considered confidential and/or proprietary to any third party. Any written communication from the Client to HFS Research that the Client deems to be confidential shall be clearly stamped by the Client as "Client Confidential". Neither party shall disclose the confidential information of the other nor use such confidential information for any purposes other than to exercise its rights and perform its obligations under or in connection with this Agreement. The Client shall keep the pricing and terms of this Agreement confidential.
- 7. Use of HFS Research Name, Trademarks, and Logo.** The Client shall not use the name, trademarks, or logo of HFS Research in websites, promotional materials, publicity releases, advertising, or any other similar publications or communications, whether oral or written, except with HFS Research's prior written consent from its Chief Executive Officer.

8. Limitation of Liability.

- a) Nothing in this Agreement limits or excludes HFS Research's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by applicable law.
- b) Subject to paragraph a) above, HFS Research shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information; (vii) any indirect or consequential loss; (viii) any loss caused through the Client's interpretation or reliance upon the Work Product or the Services.
- c) Except for payment obligations, HFS Research will not be liable for, and is excused from, any failure to render services due to any cause beyond its reasonable control, such as a catastrophe of nature, governmental action, computer viruses and failures, acts of state, or any other reason where failure to perform is beyond the control of HFS Research.
- d) Subject to paragraphs a), b) and c) above and the indemnity in paragraph 8 below, HFS Research's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with any Service Agreement shall be limited to the equivalent of the total fees paid by the Client to HFS Research in that Service Agreement.

9. Indemnity. Each party agrees and undertakes to protect, defend, indemnify and hold harmless the other party, its officers, employees, directors, agents or representations under this Agreement from and against all losses, liabilities, damages, deficiencies arising out of third party's demands, claims, action, judgments or cause of action, assessments, interest, penalties and costs including legal costs and disbursements arising from or in relation to:

- a) any third party Intellectual property infringement claims brought against the Client due to the Client's use of the Work Product or the Services in accordance with the terms of this Agreement.
- b) a party's negligent performance or wilful breach or delay in performance.
- c) a party's noncompliance of any applicable anti-bribery or data protection laws.

Procedure - The party seeking indemnification under this section ("Indemnitee") shall: (i) promptly notify the other party ("Indemnitor") in writing of any Claim brought by third parties for which it is seeking indemnification; (ii) provide Indemnitor with sole control of the defence and settlement thereof; and (iii) provide Indemnitor, at Indemnitor's request and expense, with reasonable assistance and full information with respect thereto. Indemnitee shall have the right to participate, at its own expense, with counsel of its own choosing in the defence and settlement of such Claim.

10. Compliance of Law. Both parties shall comply with all applicable laws, ordinances, regulations and codes in performing of its obligations hereunder including compliance and the procuring of licenses, permits and certificates under the appropriate statutory acts and regulations for the time being in force.

11. Licence. The Client and its subsidiaries, affiliates are granted a licence ("Licence") to use the Work Product and the Services (including data and information) provided by HFS Research to support internal and external marketing, strategic planning, and business development functions and for no other purpose. This includes the right to quote or paraphrase individual sentences or occasional paragraphs, but not entire pages or chapters. For these purposes "internal" use means uses intended only to serve the information needs of the Client (as distinguished from its suppliers, affiliates, and customers) and only to be seen by the Client's, its subsidiaries and their respective officers, employees, and contractors obligated to treat such information as confidential. For all internal usage, the Client agrees to reference HFS Research by name. The Client shall not sublicense, lease, sell, transfer or assign (including through a change of control by merger or otherwise) this License, or use the Services in any manner, which violates this Licence, or any applicable laws. Except as expressly provided herein, reproduction of HFS Research's work product in any form or by any means, including but not limited to use in any Internet posting or similar arrangement or public display without HFS Research's prior written permission is prohibited. The Client agrees that in the event of a breach or alleged breach of these restrictions it will provide HFS Research with access and

cooperation to enable HFS Research to audit compliance. Upon request, the Client agrees to provide HFS Research with evidence of such compliance.

12. Authorised Users

a) Upon payment of all applicable fees set forth in the Service Agreement, HFS Research authorises the Client to allow access to authorised Users. Authorised Users must be employees of the same corporation. Each Authorised User may print copies of the Work Product for the Authorised User's use. Such copies may not be further reproduced or distributed to any unauthorised party.

b) The Client further agrees that it has appropriate software and procedures to ensure that only authorised Users will have access to the Services and Work Product and that the Client has installed appropriate firewall protection. The Client shall notify HFS Research immediately if Client becomes aware of any use or distribution of the Services or Work Product in violation of this Agreement.

13. Exclusion of Warranties and Liabilities. HFS Research shall use its reasonable endeavours to provide information that is accurate. However, HFS Research also specifically disclaims any representations or warranties that may be implied under applicable law, including without limitation, any warranties of satisfactory quality or fitness for a particular use, and warranties as to the accuracy, completeness, or adequacy of information. HFS Research information has been obtained from sources that HFS Research believes to be reliable. The Client agrees not to rely solely on the Work Product or the Services for decision-making purposes.

14. Non-Exclusivity. This Agreement is non-exclusive in nature. HFS research agrees that the Services to be obtained by the Client are on a non-exclusive basis and the Client reserves the right to choose at any time, a new service provider, for the Services mentioned above instead of or in addition to HFS Research.

15. Non-solicitation. From the date of this Agreement and during the time of any subsequent business transaction between the HFS research and the Client and for a period of one year subsequent thereto, neither party shall, without the prior written consent of the other party, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party, any employee of the other party who, during the previous six months, is or was employed or engaged in the performance or receipt of the Services.

16. Termination.

a) This Agreement is for a period of 12 months from the commencement date or for the term otherwise specified in the Service Agreement.

b) Either party may terminate this Agreement with immediate effect by giving written notice to the other if the other party: (i) breaches any material obligation under this Agreement and, where capable of remedy, fails to remedy the breach within 15 (fifteen) calendar days in the case of a failure to pay undisputed money, or 30 (thirty) calendar days, in all other cases, after the receipt of written notice to that effect; (ii) is unable to pay its debts as they fall due, ends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or becomes insolvent or makes a general assignment for the benefit of its creditors, or if an administrator or a receiver is appointed on account over the other party.

17. Dispute Resolution. If a dispute arises between HFS Research and the Client, then, prior to either party pursuing other remedies (including, without limitation, litigation), HFS Research and the Client agree that they will meet, at a mutually acceptable time and place, no later than (30) thirty days after either receives written notice of a dispute. Individuals with decision-making authority to settle the dispute shall attend the meeting. At the meeting, HFS Research and the Client shall attempt in good faith to negotiate a resolution of the dispute. If the parties are not successful in resolving the dispute, they may, but need not, agree to the appointment of a mutually neutral person to facilitate a resolution. Notwithstanding

anything to the contrary, nothing in this paragraph shall preclude either party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning the dispute at any time, if the party deems such action necessary to protect its legitimate interests.

18. Miscellaneous.

- a) This Agreement shall be governed by and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the courts of England, save that HFS Research may take action in any other court of competent jurisdiction.
- b) The Client agrees that the terms and conditions of this Agreement are applicable to all of its subsidiaries.
- c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements on the subject matter thereof and shall not be effective until countersigned by HFS Research. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. No modifications may be made except in a writing signed by both parties. Any confirmation, purchase order or other document submitted by the Client, which purports to vary this Agreement, shall be of no effect, unless agreed to in writing by HFS Research. This Agreement may be signed in two original counterparts.
- d) HFS Research may reorganize as a corporation, Limited Liability Company or other entity and may assign this Agreement to such entity with prior written consent from the Client.
- e) Any provision of this Agreement that is unenforceable by a court or tribunal of competent jurisdiction shall be deemed severed and the remaining provisions shall continue in full force and effect.