Mintel Terms and Conditions for Consultancy Projects (the "Agreement") - Version 010105 USA

Mintel Group Ltd., an English corporation dba Mintel Americas with a registered place of business of 333 West Wacker Drive, Suite 1100, Chicago, Illinois 60606 (hereafter "Mintel") agrees to supply the Project (as defined below) on the Terms and Conditions set forth below.

By signing the order form, the contracting party (hereafter the "Client"), the name, contact details and address for services of notice for whom are included on the order form, unequivocally accepts the Terms and Conditions set forth herein.

1. **CONSULTANCY PROJECT**
   These terms are for a research project ("the Project") set out in the attached proposal and/or order form. The Project will be designed to produce an independent report to meet agreed objectives as far as possible, although the actual findings of the Project cannot be predicted in advance or guaranteed to agree with any set objectives. The information and report delivered by Mintel is referred to as "material", "intellectual property", "report", and "data", within this Agreement.

2. **OWNERSHIP OF INTELLECTUAL PROPERTY**
   Mintel and Client agree that:
   a) All Intellectual Property Rights (IPR) -including all patents, copyrights, rights in software, design rights, trade marks, service marks, trade secrets, know-how, database rights, domain names, and all other intellectual or industrial property rights- (whether registered or unregistered) and all applications for the same, anywhere in the world) in the Project, the information contained therein, in all documentation, training materials and related matter, and in all parts thereof, are owned by Mintel or third party data sources;
   b) Client does not have any IPR or any other proprietary interests in the Project, nor in any data or material contained in it except that data provided by Client itself;
   c) Except as expressly permitted in these Conditions, nothing herein shall be taken as conferring by implication, estoppel or otherwise any license or right to use any IPR in the Services without the prior written approval of Mintel or third parties who may own such IPR;
   d) Whilst always abiding by Article 7, Mintel and Client agree there is no guarantee that the Project will yield unique results- where the Project draws upon other Mintel data, either published or unpublished, then it is understood this data is also available to be used in similar projects commissioned by other clients;
   e) Mintel and the Mintel staff involved in the Project may undertake similar projects for other clients, who may be competitive to Client; and
   f) Nothing in this Agreement means that Mintel is prevented from publishing analyses/reports on the same subject area covered by the Project, or shall have to use sources different to those used to undertake the Project.

3. **USE OF THE DATA PROVIDED BY THE PROJECT**
   a) The Client undertakes that it will not copy, reproduce, print or store in any manner, extract or transmit in any form or otherwise deal with in any way, the whole or part of the data, materials or information provided by the Project except as provided in Article 3 (c) below.
   b) Unless otherwise agreed in writing in advance by Mintel, the material (in whole or in part) may not be sold, nor passed on, communicated or disseminated in any form, nor access granted to it, to any third party (including but not limited to clients/potential clients/suppliers/agents/partners in other ventures/brokers/licensees).
   c) The Client may only use the data provided by the Project as follows:-
      i.   for its own internal business use;
      ii. in dealings with its professional advisors;
      iii. extracts of the data may be provided to clients and potential clients, an extract being defined as not more than five (5) % of the data provided by the project.
   d) The Client will not place financial reliance upon any figure, statement or inference contained within the Data provide by the Project, or invite investment from others, without first obtaining the written consent of the Mintel's Company Secretary so to do.
   e) The Project carried out for the Client is for the sole use of the Client and Client shall procure that any Data provided by the Project will not be relied upon by any third party.

4. **PAYMENT**
   The Client will be invoiced for 50% of the Project cost on the signing of this agreement (the Initial Invoice), and for the remaining 50% of the Project cost on the delivery of the report. The Client shall settle all invoices issued by Mintel in respect of the Project within 30 days of receipt, or in full in advance if no account facility has been set up with Mintel prior to ordering. Mintel reserves the right to cease work on the Project if the Client fails to settle the Initial Invoice in full within 30 days from issue without the need to serve notice of such action. Failure to settle in full on these terms may lead to the imposition of interest charges upon the Client at such rate as Mintel shall reasonably specify from time to time, but in the absence of notification to the contrary, at six (6) % above US Prime Rate.

5. **LIMITATION ON LIABILITY:**
   a) Mintel shall indemnify and hold the Client harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any third party legal action taken against the Client claiming actual or alleged infringement of copyright or other proprietary or other intellectual property rights. This indemnity shall not apply if the Client has amended the information comprised in the Services in a manner inconsistent with the original information or if the Client has materially breached this Agreement.
   b) Client shall indemnify and hold Mintel harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any third party legal action taken against Mintel claiming actual or alleged infringement of copyright or other intellectual property rights in respect of information or data or other material supplied by Client to Mintel in the course of this Agreement.
   c) All conditions and warranties whether express or implied by statute or otherwise (including but not limited to those as to description, merchantability or fitness for

purpose) are excluded from this agreement. In particular whilst Mintel aims to ensure that material contained within the Project is accurate and complete, Mintel gives no warranty, express or implied, that the material supplied as part of the Project is suitable for any particular purpose, nor that it is complete, correct, or up to date.

d) Mintel will use all reasonable efforts to ensure that the Project is completed to agreed timescales. In the event that it proves impossible to complete a project within the agreed timescales, Mintel's obligation shall be limited to using its reasonable efforts to complete the project within timescales that it considers reasonable, or at its sole option, to cancel, credit or refund any or all charges due from the Client. Similarly, with regard to defects, Mintel's sole obligations shall be to, at its sole option, correct such defects or cancel, credit or refund a proportionate part of the charges. The remedies described above shall constitute the full extent of Mintel's liability in respect of any loss or damage sustained by the Client whether caused by breach of this Agreement, misrepresentation, negligence of Mintel (or its employees or agents) or from any other cause, and in particular, Mintel shall not be liable for any consequential, economic or other direct or indirect loss (including but not limited to any damages payable to a third party, loss of profits or wasted resources) suffered by the Client. Furthermore, the maximum aggregate liability of Mintel shall not exceed the total charges payable by the Client for the Project. The foregoing exclusions and limitations of liability shall not apply in the case of death or personal injury.

6. **TERMINATION:**
This Agreement shall terminate on the completion of the Project.
Mintel may terminate this Agreement with immediate effect, without notice, in the event that the Client has defaulted in the performance of any material provision contained in this agreement and (where capable of remedy) such default has not been remedied within 30 days after written notice thereof shall have been served.
Termination of this Agreement for any reason shall not affect Mintel's right to recover any monies due at the time of termination or to recover damages for any breach of contract before termination.
Unless indicated otherwise in the order form or proposal, Mintel has no obligation after termination of the Agreement to preserve Confidential Information or Client-provided content.

7. **CONFIDENTIALITY:**
Both parties to this Agreement undertake to keep confidential and not to disclose to any third party or to use itself, any confidential or secret information in any form directly or indirectly belonging to or relating to the other party, its affiliates, its or their business affairs, disclosed by or received by either party to this Agreement pursuant to or in the course of this Agreement ("Confidential Information").
Both parties to this Agreement undertake to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors to whom and to the extent to which disclosure is necessary for the purposes contemplated under this Agreement. The above obligations of confidentiality and non-use shall not apply to information or material:

a) which is named prior to receipt by the receiving party as evidenced by documents in the possession of the receiving party at the time of disclosure;
b) which, after receipt, is disclosed to the receiving party by a third party having the legal right to do so;
c) which is available to the public at the time of receipt; or
d) which becomes available to the public after receipt through no fault of the receiving party.

This clause shall survive the termination of this Agreement.

8. **FORCE MAJEURE:**
No party shall be liable to the other for the delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

9. **WAIVER:**
No forbearance or delay by Mintel in enforcing its rights will prejudice or restrict the rights of Mintel, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

10. **NO ASSIGNMENT:**
The benefit of this Agreement may not be assigned in whole or in part by the Client without the prior written consent of Mintel.

11. **REMEDY:**
The Client`s only remedy in respect of a breach of the terms of this Agreement is in damages.

12. **ENTIRE AGREEMENT:**
This Agreement constitutes the whole Agreement between Mintel and the Client relating to the Project and supersedes and replaces all prior Agreements and arrangements of whatever nature relating thereto. For the avoidance of doubt, subscriptions to any of Mintel's published information services are governed by an entirely separate agreement.

13. **INVALIDITY:**
If any party of this Agreement shall be held unenforceable the rest of the Agreement shall nevertheless remain in full force and effect.

14. **NOTICE:**
Any notice or other communication given or made under or in connection with this Agreement shall be in writing and shall be deemed to have been received at the time of delivery or at the expiration of three days after posting as appropriate and in proving service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid first class registered letter.

15. **GOVERNING LAW:**
   The Contract shall be governed by and construed in accordance with the internal law, and not the law of conflicts, of the State of Illinois, applicable to contracts made and wholly to be performed in that State.