

Terms and Conditions for Consultancy Services

1. APPOINTMENT; PROPOSALS; DELIVERY

Client appoints Provider to perform certain consultancy services (“Services”), and Provider accepts such appointment. Upon acceptance by Provider, Provider will perform the Services as set forth in a separate proposal (“Proposal”) executed by Client. Each Proposal, together with these terms and conditions (“T&Cs”), will constitute a separate and distinct agreement (“Agreement”) between the parties, provided that the T&Cs will govern any contrary or inconsistent terms and conditions appearing or referred to in a Proposal. Unless indicated otherwise in the Proposal, Provider will deliver any Content to the office address of Client to which Provider’s invoice is sent.

2. DEFINITIONS

For purposes of these T&Cs, the following terms have the meaning so indicated.

“Client” means the client identified in the Proposal.

“Client Content” means Client-Provided Content and Project-Exclusive Content, together.

“Client-Provided Content” means any information and IPR provided by, or on behalf of, Client to Provider for use in connection with or as part of the Services.

“Content” means any unique information and report prepared by Provider pursuant to the Proposal, comprised of Client Content, Provider Content, and Third Party Creatives.

“Hosted Information” means a report or other information supplied by a third party and incorporated into the Services. This definition of Hosted Information excludes Third Party Creatives.

“Insubstantial Extract” means an immaterial portion, subset, or abstract of Provider Content that has no independent commercial value as a product and could not be used as a substitute for Provider’s products or services.

“IPR” means all intellectual property rights, including all patents, copyrights, rights in software, design rights, trademarks, service marks, trade secrets, know-how, database rights, domain names, and all other intellectual or industrial property rights (whether registered or unregistered) and all registrations and applications for and enforcement rights in the same, anywhere in the world.

“Project-Exclusive Content” means any information and IPR originally developed or authored by, or on behalf of, Provider exclusively as part of the Services, excluding Provider Content.

“Provider” means the service provider identified in the Proposal.

“Provider Content” means any IPR owned, licensed, developed, discovered, invented, authored, or first reduced to practice by Provider, alone or jointly with others, either: (a) prior to the effective date of the Proposal; (b) after the effective date of the Proposal if syndicated content of Provider or components thereof, other than copyrighted materials of Client; or (c) outside of the scope of the Services. This definition of Provider Content excludes any Client Content and Third Party Creatives, but includes Hosted Information.

“Third Party Creatives” means any third party IPR composed of copyrightable material presented on packaging and advertising of third party products and services, the copyright for which belongs to third parties, and reproduced in images by Provider.

3. INTELLECTUAL PROPERTY

- (a) All IPR in the Services and Content, the information contained therein, and any related documentation and training materials belong to Provider or its third party licensors, provided that IPR in the Client Content belongs to Client, provided further that neither Provider nor Client own IPR in Third Party Creatives.

- (b) To the extent applicable, Client will be deemed to be the "author" of all Project-Exclusive Content, and all such Project-Exclusive Content will constitute "works made for hire" under applicable copyright law, including the Copyright, Designs and Patents Act 1988. Provider waives any moral rights (including rights of integrity and attribution) in and to the Project-Exclusive Content. To the extent that any Project-Exclusive Content does not constitute a work made for hire, Provider assigns to Client all right, title, and interest that Provider may have or hereafter may acquire in all Project-Exclusive Content, including all IPR therein. At Client's expense, Provider will execute all documents and take all actions necessary or convenient for Client to document, obtain, maintain, or assign its rights to the Project-Exclusive Content.
- (c) Provider grants to Client a limited, non-exclusive, non-transferable right and license to (i) access, reproduce, create derivative works of, and distribute the Provider Content for Client's internal business purposes and (ii) so long as Provider is identified as the source of an Insubstantial Extract, distribute Insubstantial Extracts in presentations and other work product for use with current and prospective customers of Client.
- (d) Client grants to Provider a limited, revocable, non-exclusive, non-transferable right and license to access and use the Client Content solely to fulfill Provider's obligations under the Agreement.
- (e) Except as expressly permitted in the Agreement, nothing confers by implication, estoppel or otherwise any license or right to use any IPR of the other party without the prior written approval of the other party or third parties who may own such IPR.

4. REPRESENTATIONS AND WARRANTIES; SCOPE OF EXCLUSIVITY

- (a) Provider represents and warrants the following:
 - (i) It has expertise in providing services and performing work comparable in type, scope, complexity and purpose to the Services, and in performing the work and services for each Proposal, it will exercise that standard of skill, care and diligence reasonably expected of a properly qualified contractor in providing work and services comparable in type, scope, complexity and purpose to the Services.
 - (ii) Any Provider Content disclosed, used, assigned, or delivered by, or on behalf of, Provider in the performance of the Services shall not, when used as permitted, licensed, and in compliance with applicable law, infringe or violate the IPR, contractual, confidentiality or other rights of a third party.
 - (iii) It has not previously granted any rights in and to the Client Content to any third party that are inconsistent with any of Client's licenses and rights under this Agreement.
 - (iv) It has all legal rights or required permissions to collect, obtain, and use Third Party Creatives as required for Provider to perform the work and services described in the Proposal.
 - (v) To ensure the objectivity and validity of Project-Exclusive Content derived from audits and in-field data gathering, Provider engages independent contractors to conduct such audits and gathering.
- (b) Client represents and warrants that any Client-Provided Content disclosed, used, assigned, or delivered by, or on behalf of, Client in the performance of the Agreement shall not, when used as permitted, licensed, and in compliance with applicable law, infringe or violate the IPR, contractual, confidentiality or other rights of a third party.
- (c) Provided that Provider complies with Section 8 (Confidentiality), Provider and the Provider staff involved in performing the Services may undertake similar projects and services for other clients, who may be competitors of Client, and nothing in the Agreement prevents Provider from publishing analyses or reports on the same subject area covered by the Services.

5. PAYMENT; TAXES; LITIGATION CONSULTING: UNUTILIZED ALLOCATION

- (a) Unless indicated otherwise in the Proposal, Provider will invoice Client for the full fee set forth in the Proposal ("Fee") upon the signing of the Proposal, and Client shall settle any invoice within thirty (30) days of receipt. Provider may suspend Services if Client fails timely to provide a purchase order number or to settle an invoice. Provider will not change an invoice date. A fee for late payments will be assessed equal to the lesser of one and one half percent (1.5%) per month and the maximum rate permitted by law.
- (b) Unless indicated otherwise in the Proposal, the Fee excludes any sales, use, excise, value-added, or other taxes applicable to the Services as rendered under this Agreement (excluding ordinary personal property taxes, Provider's corporate franchise taxes, or taxes based on Provider's net income or status as an employer) ("Taxes"). Each Provider invoice will itemize

Taxes. Provider will apply any Client payment first to Taxes and thereafter to the Fee. Upon request, Provider will provide Client with the necessary tax certification and any required supporting documentation in order to certify Provider's tax status, as legally may be required. Client will pay or reimburse Provider for any Taxes for which either Party may become or be held responsible, whether existing at present or imposed or imposable in the future, by any governmental authority in Client's national, state, provincial, and local jurisdiction. Provider will remit such amounts to the appropriate taxing authority and keep appropriate records of the assessment and payment of the Taxes. Provider exclusively will be liable for any penalties, interest, and other charges of any jurisdiction arising from Provider's failure (a) to assess, or timely to assess, any applicable Taxes (provided that Client will remain liable for the underlying Taxes that Provider failed to assess) or (b) to remit to the appropriate taxing authority any amounts collected from Client for Taxes. Provider reasonably will cooperate with Client in Client's efforts lawfully to minimize any Taxes and to claim a refund of paid Taxes.

- (c) The Services exclude any service performed, and any resulting deliverable produced, by Provider which is legally mandated, such as by way of subpoena, order, or award, and arises from an action, arbitration, audit, dispute, examination, investigation, litigation, or the like in which Client or a person related to Client is involved, but to which Provider is not a party. In the event of any such legally mandated service, Provider will consult with Client about such service, then render such service on an as-available basis. Provider will invoice for such service at appropriate intervals as work progresses for the time and expenses incurred, plus any Taxes. Expenses will include, without limitation, document retrieval and reproduction costs and reasonable attorney fees and costs related to such service. Any invoice will be due upon presentation. Provider's fee for such service is based on standard hourly rates in effect at the time that the service is rendered, with a minimum charge of GBP \$2,000 invoiced at the commencement of such service. Standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the project.
- (d) To the extent that the Proposal includes an allocation of Services, such as surveys and analyst hours, with no certain delivery dates, any allocation unused by Client by the one-year anniversary of the signature date of the Proposal will expire on such anniversary.

6. INDEMNITY; LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY; FINANCIAL RELIANCE

- (a) Except for Client's obligations in Section 5(b), Provider shall defend, indemnify, and hold harmless Client 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 Client claiming infringement or misappropriation by the Services of IPR.
- (b) Client shall defend, indemnify, and hold harmless Provider 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 Provider claiming infringement or misappropriation of IPR in respect of any Client-Provided Content or Third Party Creatives or any unlicensed use of Provider Content.
- (c) To the extent that the Services produce information or an independent report to meet agreed objectives, the actual findings of the Services cannot be predicted in advance or guaranteed to agree with any set objectives.
- (d) If the Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy that it may have, Provider may extend the time to perform its obligations equal to the delay caused by Client.
- (e) Provider will use commercially reasonable efforts to ensure that the Services are completed to agreed timescales. If it proves impossible to complete the Services within the agreed timescales, then Provider's obligation shall be limited to using its commercially reasonable efforts to complete the Services within timescales that it considers reasonable or, at its sole option, to terminating the Agreement and cancelling, crediting or refunding a proportionate part of the Fee. Similarly, with regard to defects, Provider's sole obligation shall be, at its sole option, to correct such defects or to cancel, credit or refund a proportionate part of the Fee. The foregoing remedies constitute the full extent of Provider's liability in respect of any loss or damage sustained by Client, whether caused by breach of the Agreement, misrepresentation, negligence, or from any other cause. Subject to indemnity obligations in this Section 6, neither party shall be liable for any consequential, incidental, or other indirect loss or damage (including but not limited to any

damages payable to a third party, loss of profits or wasted resources) suffered by the other party. Furthermore, the maximum aggregate liability of a party shall not exceed the total charges paid by Client for the Services. The foregoing exclusions and limitations of liability shall not apply in the case of death, personal injury, wilful misconduct, gross negligence, breach of confidentiality, and infringement or misappropriation of IPR.

- (f) Provider represents and warrants that the Project-Exclusive Content, and the use thereof, and the Provider Content, used as licensed, will not infringe, violate or in any manner contravene, breach or constitute an unauthorized use or misappropriation of any IPR, and that there are no claims, demands, or proceedings pending or threatened by any person against Provider or, to Provider's knowledge, any customer of Provider alleging any matter contrary to the foregoing. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO THE CORRECTNESS, COMPLETENESS, OR CURRENTNESS, OR THE PERFORMANCE RESULTS THAT CUSTOMER MAY OBTAIN FROM USE, OF THE SERVICES.
- (g) Client neither will encourage financial reliance by third parties upon, nor invite investment from others based upon, the Content without first obtaining the written consent of Provider's corporate secretary to do so, which Provider may withhold in its absolute discretion. Absent such consent, Client will defend, indemnify, and hold harmless Provider 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 Provider based upon such encouragement or invitation.

7. **TERMINATION; SURVIVAL**

The Agreement shall terminate on the completion of the Services. If Client defaults under the Agreement, and if such default has not been remedied within thirty (30) days after receipt of notice thereof, then Provider may terminate the Agreement without further notice. Termination of the Agreement for any reason shall not affect Provider'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 Proposal or required by law, Provider has no obligation after termination of the Agreement to preserve Confidential Information or Content. The respective obligations of Client and Provider which, by their nature, would continue beyond the termination of this Agreement shall survive.

8. **CONFIDENTIALITY**

Each party will keep confidential and not disclose, or use for itself, any confidential information in any form directly or indirectly belonging to or relating to the other party, its affiliates, or its or their business affairs disclosed to the party by, or on behalf of, the other party ("Confidential Information"). For the avoidance of doubt, Client Content constitutes Confidential Information of Client. Each party will 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 in order to perform under the Agreement. The obligations of confidentiality and non-use shall not apply to information or material which:

- (a) 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) after receipt, is disclosed to the receiving party by a third party having the legal right to do so;
- (c) is available to the public at the time of receipt;
- (d) becomes available to the public after receipt through no fault of the receiving party; or
- (e) is independently developed without reference to the Confidential Information.

Notwithstanding the foregoing, if Hosted Information is utilized in the Services, then Provider may disclose to the supplier of the Hosted Information any usage, pricing, head count, size, industry, or annual turnover of Client as reported in publicly available resources, and the company name of Client in order to account to the supplier and calculate any commission or royalty, provided that the supplier is subject to obligations of confidentiality regarding such information no less stringent than such obligations under this Agreement. If the supplier requires other relevant information regarding Client

for purposes enumerated in the preceding sentence, then Provider will obtain prior written consent from Client before disclosing such other relevant information to the supplier.

9. NO DISCLOSURE TO NON-PARTICIPATING RETAILERS

- (a) For purposes of this section 9, "Non-Participating Retailer" means a retailer and its subsidiaries, each as defined by Information Resources, Inc. ("IRI"), where the retailer, or one of its associated companies, has declined to participate in IRI's Infoscan information service ("Infoscan Data") by not providing its data to IRI. A current written list of Non-Participating Retailers and subsidiaries (as notified to Provider by IRI) is available from Provider at any time, or as linked at Provider's website. As of the commencement of the Agreement, Non-Participating Retailers are Aldi, Amazon, Costco, Dollar Tree, Lidl, Trader Joe's, and Whole Foods.
- (b) The purchase or use of any Provider Content containing Infoscan Data by (or disclosure to) a Non-Participating Retailer or its employees (or agents/professional advisors working on its account) is prohibited. Accordingly, Client will not knowingly disclose any Provider Content containing Infoscan Data to a Non-Participating Retailer.
- (c) To the extent that any Content contains Infoscan Data, Provider will source the Infoscan Data.

10. IMPORTATION

For any Services that require importation of sample goods, Provider is responsible for delivery of the sample goods to the country indicated in the Proposal, not for their release by any governmental authority that implements or enforces customs regulations in such country. Provider will send all necessary importation documentation with the sample goods, but Provider makes no warranty that such a governmental authority will allow the sample goods to enter such a country. Even if the sample goods are refused entry into such a country, Client remains liable for costs arising from the Services.

11. FORCE MAJEURE

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

12. WAIVER

No forbearance or delay by a party in enforcing its rights will prejudice or restrict its rights, 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.

13. NO ASSIGNMENT

Neither party will assign or transfer this Agreement or any of the rights or benefits hereunder, in whole or in part, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, provided that Provider may assign or transfer this Agreement and all of its obligations and duties hereunder upon any corporate reorganization whereby ultimate ownership of the business division or assets related to the subject matter of this Agreement remains unchanged.

14. REMEDY

Except for a breach of section 8 (Confidentiality) by Provider, Client's only remedy in respect of a breach of the Agreement is in damages.

15. ENTIRE AGREEMENT

The Agreement constitutes the whole agreement between Client and Provider relating to the Services and supersedes and replaces all prior agreements and arrangements, either oral or written, relating thereto. Upon execution of this Agreement, no further vendor registration or documentation from Provider or approval by any Client department is required to authorize performance by Client, including payment of the Fee. The Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties. No purchase order issued by Client will modify or amend this Agreement, even where the purchase order is signed by Provider.

16. INVALIDITY

If any part of the Agreement is held unenforceable, then the rest of the Agreement shall nevertheless remain in full force and effect.

17. NOTICE

All notices, demands, and other communications provided for or permitted hereunder will be made in writing and will be by personal delivery, commercial courier service, email, or registered or certified first-class mail, return receipt requested, to info@Intel.com if sent to Provider via email, or to each party's respective address identified in the Proposal or to such other address as one party will notify the other party. All such notices and communications will be deemed to have been duly given when delivered, if delivered in person or by commercial courier service; upon confirmed electronic mail transmission, if sent via email; and five (5) business days after being deposited in the mail, postage prepaid, if mailed.

18. INDEPENDENT CONTRACTORS

Provider's relationship to Client is an independent contractor and not an employee, partner, agent, or joint venturer of Client. By virtue of the Agreement, Client will not withhold state or federal income tax, contribute toward unemployment compensation or Social Security benefits, or provide any pension or other fringe benefits. All personnel of Provider are employees of Provider and not of Client. Neither party shall, by virtue of the Agreement, have any right or power to create any obligation, express or implied, on behalf of the other party.

19. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the internal law, and not the law of conflicts, of England, applicable to contracts made and wholly to be performed in the United Kingdom.

20. DATA PROTECTION

Unless indicated otherwise in the Proposal, the Agreement incorporates that certain data protection addendum, as between an information controller and an information controller, posted at www.Intel.com/data-protection and as updated from time to time, to govern the collection, transmission, use, storage, and deletion of any personally identifiable information in connection with the performance of the Agreement.