

IGR BRAND REPUTATION INDEX® - TERMS AND CONDITIONS

1 . INTERPRETATION

The following definitions and rules of interpretation apply in these Terms:

- 1.1. **IGR:** Island Global Research Limited.
- 1.2. **Charges:** the charges set out in the Order
- 1.3. **Client:** the client named in the Order.
- 1.4. **Confidential Information:** information that is proprietary or confidential including any information concerning the business, affairs, clients or suppliers which the disclosing party directly or indirectly discloses (or makes available) to the receiving party.
- 1.5. **Contract:** the contract between IGR and the Client for the supply of the Services in accordance with these Terms.
- 1.6. **Deliverables:** the deliverables produced by IGR for the Client as a result of the provision of the Services, including any reports and guidance documents.
- 1.7. **IPR:** patents, rights to inventions, copyrights and related rights, design rights, trademarks, service marks, trade secrets, business names and domain names, moral rights, know-how, rights in get-up, goodwill and the right to sue for passing off, database rights, rights in computer software, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.8. **Order:** IGR's order form document from time to time.
- 1.9. **Parties:** IGR and the Client, and **Party** shall mean either one of them.
- 1.10. **Services:** the services, including the Deliverables, supplied by IGR to the Client as set out in the Order.
- 1.11. **Term:** the period during which the Contract is in full force and effect.
- 1.12. **Terms:** these terms and conditions as amended from time to time in accordance with clause 11.5.

2 . BASIS OF AGREEMENT

- 2.1. Any Order signed by IGR and the Client will constitute a Contract for the provision of the Services by IGR to the Client.
- 2.2. The Order takes precedence over these Terms in case of conflict.
- 2.3. IGR will provide the Services with reasonable skill and care.

3 . PERMITTED USE

- 3.1. IGR grants the Client a non-exclusive, royalty-free, non-transferable licence to permit the Users to use the Deliverables for the Term. The Client will notify IGR of any breach of this Clause 3 which it becomes aware of within 48 hours.
- 3.2. The Client will not (and will not permit any third party to) copy or modify the Deliverables in whole or in part.
- 3.3. The Client will not circulate the Deliverables to anyone who is not a representative of the Client, except with the written agreement of IGR.

4 . CHARGES AND PAYMENT

- 4.1. The Client will pay IGR the Charges in accordance with this clause 4.
- 4.2. The Charges are exclusive of any sales taxes, which shall be added to IGR's invoice(s) at the appropriate rate. The Client will (where applicable) pay all international bank fees / charges.
- 4.3. Unless otherwise agreed in the Order, the Client will pay the Charges within thirty (30) days of the date of the applicable invoice.
- 4.4. If IGR has not received payment within thirty (30) days after the due date:
 - 4.4.1. IGR shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

- 4.4.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of IGR's bankers from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 4.5. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. INTELLECTUAL PROPERTY

- 5.1. IGR and/or its licensors own the IPR in the Services and the Deliverables. Except as expressly stated, the Contract does not grant the Client any rights to, under or in, any IPRs or any other rights or licences in respect of the Services or the Deliverables.
- 5.2. Each Party acknowledges and agrees that its (or its licensors) IPRs used in the provision and/or receipt of the Services will not breach any law or infringe any IPR of any third party and that it has the right to grant the licences under the Contract.

6. CONFIDENTIALITY

- 6.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under, or receive the benefit of, the Contract. A party's Confidential Information shall not be deemed to include information that:
- 6.1.1. is or becomes publicly known other than through any act or omission of the receiving Party;
 - 6.1.2. was in the other Party's lawful possession before the disclosure;
 - 6.1.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
 - 6.1.4. is independently developed by the receiving Party and such independent development can be evidenced in writing.
- 6.2. Subject to clause 6.4, each Party shall hold the Confidential Information of the other Party in confidence and not make the Confidential Information available to any third party, or use the Confidential Information of the other Party for any purpose other than implementation of the Contract.
- 6.3. Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this clause 6.
- 6.4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed 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 such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 6.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 6.5. The Client acknowledges that the Services and the Deliverables constitute IGR's Confidential Information.

7. LIABILITY

- 7.1. Subject always to clause 7.2:
- 7.1.1. the Client assumes sole responsibility for the results and conclusions obtained from the use of the Services and/or any of its acts or omissions based on IGR's analysis and recommendations;
 - 7.1.2. IGR will have no liability for any loss caused by errors or omissions in any information or instructions the Client provides in connection with the Services, or any actions taken by IGR at the Client's direction.
 - 7.1.3. IGR will not be liable for any claims for (i) loss of profit, turnover, contracts, reputation or anticipated savings (in each case whether direct, indirect or consequential) or (ii) any special, incidental, indirect or consequential damages.
 - 7.1.4. IGR's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £100,000.
- 7.2. Nothing in the Contract excludes or limits either Party's liability (a) for death or personal injury caused by its negligence; (b) for fraud or fraudulent misrepresentation; (c) to pay the Charges; or (d) which cannot otherwise be excluded or limited by law.
- 7.3. All conditions, warranties, representations and all other terms of any kind whatsoever implied by statute, common law or otherwise, are to the fullest extent permitted by law excluded from the Contract.

8. PERSONAL DATA

- 8.1. IGR will not process any personal data on the Client's behalf under the Contract

9. DURATION AND TERMINATION

- 9.1. The Contract shall continue for the Term unless terminated by either Party giving the other Party at least 90 days' written notice.
- 9.2. Either Party may terminate the Contract with immediate effect by giving notice in writing to the other Party in the event that: (a) the other Party commits a material breach of the Contract which if capable of being remedied, is not remedied within 30 days of that Party being notified in writing of the breach; or (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent

restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

- 9.3. IGR may terminate the Contract with immediate effect by giving notice in writing to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.
- 9.4. Upon termination of the Contract for any reason:
 - 9.4.1. IGR will (unless IGR has terminated the Contract pursuant to clause 9.2 or clause 9.3) reimburse the Client for any Charges paid for Services not delivered as at the date of termination;
 - 9.4.2. IGR will invoice the Client for any Services supplied but not yet invoiced and such invoices shall be paid pursuant to clause 4.
 - 9.4.3. all rights and licences granted to the Client under Contract will cease;
 - 9.4.4. any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced; and
 - 9.4.5. clauses 5, 6 and 7, and any clauses which expressly or by implication have effect after termination will continue in full force and effect.

10. FORCE MAJEURE

- 10.1. Neither Party shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from any event beyond its reasonable control, including industrial disputes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of machinery, fire, flood, cyber attack or an IT failure as a consequence of malicious third party software which could not reasonably have been prevented.

11. GENERAL

- 11.1. Any notices under the Contract will be in writing and given by hand or by pre-paid first-class post or other next working day delivery service to the address for each Party set out in the Order (with a copy by email to admin@islandglobalresearch.com).
- 11.2. Any notice shall be deemed to have been received:
 - 11.2.1. if delivered by hand, at the time the notice is left at the proper address; and
 - 11.2.2. if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second business day after posting.
- 11.3. Clauses 11.1 and 11.2 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.4. Unless otherwise agreed, the Client agrees to IGR's use of the Client's name and/or logo in IGR's marketing materials.
- 11.5. No variation of the Contract shall be effective unless it is in writing and signed by both Parties.
- 11.6. Neither Party will assign its rights or transfer its obligations under the Contract without the prior written consent of the other Party (not to be unreasonably withheld or delayed), except that IGR may assign its rights or transfer its obligations to a company within its group of companies on notice.
- 11.7. The Contract constitutes the entire agreement between the Parties and supersedes all previous agreements, warranties and representations between the Parties, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any innocent or negligent statement, representations, assurances or warranty that is not set out in the Contract.
- 11.8. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will not be construed as a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.9. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.10. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of the Island of Guernsey and each Party irrevocably agrees that the Royal Court of Guernsey shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.