

## STANDARD CONDITIONS OF BUSINESS

The project (the 'project') specified in the attached quotation (the 'quotation') or commissioning document (the 'commissioning document') which is to be undertaken by Healthcare Research Worldwide Limited ('HRW') on behalf of the client referred to in the quotation or commissioning document (the 'client') will be carried out according to the following conditions.

### Confidentiality:

1. HRW shall keep confidential and shall not, without the written consent of the client, disclose to any third party any confidential information acquired from the client, or related to any work done, in connection with the project. The foregoing shall in no circumstances restrict disclosure by HRW to individuals or agencies directly involved in carrying out the project.

2. Any disclosure by the client to any third party of any information or report relating to or arising as a result of the project shall not, without the prior written consent of HRW, directly or indirectly identify or otherwise refer to HRW and no report or information or extract therefrom shall be used to endorse or imply approval of any product or process of the client or the use, or proposed use of any such product or process of the client. Any extract from the information or report shall be such as to give a true and fair view of the results as a whole.

3. The above provisions shall apply for a period of two years from the date of the contract of which these conditions form part, or as otherwise agreed between the parties in writing, but shall not apply to any information which : (a) was known to HRW prior to disclosure by the client; or (b) was in the public domain at the time of disclosure by the client; (c) becomes part of the public domain through no action of HRW; or (d) becomes known to HRW through the action of a third party where such action is not in breach of any relevant legal obligation of confidentiality to the client; or (e) HRW is under an existing legal or contractual obligation to disclose. Any statement by HRW to such effect shall be taken as binding on the parties to this agreement.

### Commissioning:

4. The project will not be commenced until the client has signed and returned the commissioning document to HRW. In signing the commissioning document, the client accepts HRW's Standard Conditions of Business. It is the responsibility of the person who signs on behalf of the client to ensure that he or she has authority to do so.

### Prices and Payments:

5a Unless otherwise agreed in writing by both parties charges specified in the relevant quotation, contract or commissioning document are exclusive of VAT.

5b. The client will pay HRW 75% of the specified charges on commissioning.

5c. The project shall be deemed to have been completed when the final written report on the project has been posted to the client or the client's agent.

15. Should HRW be prevented from commencing or continuing to carry out the project for a continuous period of at least four weeks by reason of any event beyond the reasonable control of HRW, the client and HRW are each entitled to terminate the project by giving notice to terminate forthwith to the other party.

5d. Unless otherwise agreed in writing by both parties, payment of all charges shall be made in sterling and will be due 28 days from date of invoice.

5e. If the client fails to make payment within the period specified such charges shall bear interest at the rate of 2.5% per month calculated on a daily basis from the date of the initial invoice until payment is received and HRW may at their discretion include the interest in the invoice price for the purpose of proceedings or sue for the same as if it were a separate and recoverable obligation.

### Time:

6. Any times quoted by HRW in connection with the project are estimates only and are not contractual obligations on HRW's part.

### The Project:

7. Any changes to the work specified in the quotation required by the client shall be notified to HRW in writing and will be the subject of a mutually agreed quotation.

8. If in the opinion of HRW consultancy advice or work is required over and above that normally included as part of the project then HRW will advise the client of this fact and notify it of the estimated additional charge which will be made.

9. Where material has been provided by the client in connection with the project the material will only be used in the project and any excess shall be destroyed by HRW 28 days after the date of the final invoice unless otherwise agreed in writing by both parties.

10. All data and other records are the property of HRW. These will be retained for a period as specified in the Market Research Society's Code of Conduct.

11. Following completion of the project HRW will provide the client with the project results in an appropriate form.

### Quality and Safety:

12. HRW will Conduct the project in compliance with relevant and officially recognised codes of conduct.

13. Where materials or products supplied by the client for use in the project are to be consumed or otherwise used in any manner whatsoever, the client will ensure that all statutory requirements are complied with and these materials are wholesome and safe for such consumption or uses. The client will provide HRW with detailed transportation, storage and preparation instructions together with any other relevant information required for the safe keeping and use of the product.

### Termination of Project:

14. The client may by notice in writing to HRW request HRW to terminate the project prior to completion. On receipt by HRW of such notification all work will terminate as expeditiously as possible in accordance with the client's instructions.

21. The client warrants that the supply of all information and materials by it in connection with the project and the information and materials do not infringe any third party rights and agrees to indemnify and hold harmless HRW against all and any liabilities, losses, damages, claims, costs, charges or expenses suffered or incurred by HRW arising directly or indirectly from any such

16. On termination of the project under paragraphs 14 or 15 above, all unpaid invoices shall become immediately due and payable and a final account will be presented to the client for all the charges not yet invoiced, together with all costs and expenses associated with termination. Payment of the final account is due on presentation and in accordance with clause 5e above.

#### Liability and Indemnity:

17. HRW shall be under no liability whatsoever for all and any losses, damages, claims, costs, charges or expenses suffered or incurred by the client or any third party resulting directly or indirectly from: (a) the negligence, acts, defaults or omissions of any suppliers to HRW or equipment, services or goods or any other supplies of whatsoever nature, or from any defect or deficiency in any such supplies or from the negligence, acts defaults or omissions of any correspondents, consultants, agents or independent contractors of HRW or the termination of the project following any such event; or (c) all or any actions, proceedings, demands or claims made against the client or any third party by any person whatsoever.

18. HRW shall be under no liability whatsoever for all or any consequential or indirect losses or damages or loss of profit suffered or incurred by the client or any third party howsoever caused.

19. HRW shall be responsible for any loss suffered by the client as a result of any act or omission by any employee of HRW in carrying out the project only insofar as such loss is attributable to the negligence of such employee acting within the course of his / her employment.

20. The client shall indemnify and save harmless HRW against all actions, proceedings, demands, claims, losses, damages, costs, charges, expenses and all liability whatsoever which may be made against HRW or which HRW may sustain, pay or incur arising out of or in connection with: (a) all and any actions, proceedings, demands or claims made against the client or any customer of the client or any person or persons dealing with the client or by any person whatsoever, or (b) all and any consequential or indirect loss, damage or loss of profit suffered or incurred by the client or any customer of the client or any person or persons dealing with the client; or (c) the project and / or the materials supplied or recommended by the client proving in any way hazardous save where HRW has been negligent in carrying out the project or in using the materials

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#### General:

22. Any notice required to be given by either party in accordance with these conditions may be given by facsimile or post. If given by facsimile, notice shall be deemed to be served 48 hours after posting unless the contrary shall be shown.

23. Any amendments to be made to these conditions shall only be valid if in writing and signed by both parties.

24. These conditions and the terms specified in the commissioning document are the entire agreement between the parties regarding the project and entirely supersede all prior agreements which in any way relate thereto.

25. The client shall not procure the independent services of any employment any employee or former employee of HRW for a period of two years after completion of this contract

26. If any difference shall arise between the parties hereto concerning any matter arising out of the project or any of these conditions such difference shall be referred to a single arbitrator agreed between the parties or (in the event of the parties failing to agree) appointed by the Chairman for the time being of the Market Research Society on application of either party and such arbitrator's findings and decision on such difference shall be conclusive and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties hereto.

27. These conditions are governed by and construed in accordance with English Law. The client hereby submits to the jurisdiction of the English Courts and agrees to appoint an agent for service of process in England on request by HRW.

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5d. Unless otherwise agreed in writing by both parties, payment of all charges shall be made in sterling and will be due 28 days from date of invoice.

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18. HRW shall be under no liability whatsoever for all or any consequential or indirect losses or damages or loss of profit suffered or incurred by the client or any third party howsoever caused.

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