

RESEARCH MEDIA LIMITED’S TERMS AND CONDITIONS OF BUSINESS

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RESEARCH MEDIA LIMITED'S registered office is at Howard House, Wagon Lane, Bingley, West Yorkshire BD16 1WA ("**RML**").

BACKGROUND

- (A) RML is an independent contractor and shall provide the Services to the Client in accordance with the terms of this Agreement.
- (B) The Client is willing to receive the Services and to pay the Fee, in accordance with the terms of this Agreement.

AGREED TERMS

1 INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following definitions shall have the meanings given to them below:

Agreement: means these terms and conditions of business together with the Order Form.

Article Approval Deadline: the date of Client approval of the article, which is specified in the Order Form.

Client: the Client detailed in the Order Form.

Fee: the total cost of the Services detailed in the Order Form.

Good Industry Practice: the exercise of that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced provider of the Services seeking in good faith to comply with its contractual obligations, and complying with all applicable laws and codes of practice in the same type of undertaking and under the same or similar circumstances.

Intellectual Property Rights: patents, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Client and/or a third party prior to the Client's contact with RML, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Materials: all Inventions, processes, formulae, models, designs, prototypes, sketches, art work, drawings, transparencies, plans, records, reports, descriptions of work, documentation, abstracts, executive summaries of research, press releases, photographs, graphics, logos, know-how, data, techniques, specifications and any other works which the Client and/or a third party made, prepared, created, devised or discovered prior to the Client's contact with RML.

Order Form: the order form provided to the Client before the commencement of the Services, and which sets out key information about the Services to be performed by RML and the Fee payable by the Client.

Services: the services described in the Order Form.

1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

1.2.1 the headings in this Agreement are inserted for convenience only and shall not affect its construction; and

1.2.2 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".

2 RML'S OBLIGATIONS

2.1 RML shall provide the Services to the Client on the terms of this Agreement.

2.2 RML shall:

2.2.1 provide the Services in accordance with Good Industry Practice;

2.2.2 report to the Client on the provision and performance of the Services; and

2.2.3 co-operate with and give guidance to the Client in terms of what Materials the Client should provide to RML to enable RML to carry out the Services effectively and efficiently.

3 CLIENT'S OBLIGATIONS

3.1 Before the Article Approval Deadline, the Client shall provide to RML all such Materials and information as RML may reasonably require in connection with matters relating to the provision of the Services. RML shall not be liable for any delay in the

Client's provision of any Materials or information. Nor shall RML be liable for any errors or omissions in any Materials provided by the Client.

- 3.2 The Client shall proof-read the final written article produced by RML prior to its publication.

4 FEE

- 4.1 The Client shall pay the Fee to RML in accordance with the payment terms in the Order Form.

- 4.2 RML shall add VAT or sales tax to the invoice, where applicable, which the Client shall pay in addition to the Fee.

5 INTELLECTUAL PROPERTY

- 5.1 Subject to clause 5.2, all Intellectual Property Rights in the final written article shall remain the property of RML.

- 5.2 All Intellectual Property Rights in any Materials shall remain the property of the Client and/or third party to which the Materials belong.

- 5.3 Where RML considers it useful in the development and production of a final written article, and following agreement and final proof-reading by the Client, the Client may provide Materials to RML to incorporate into the article. Where it does so, the Client warrants that:

5.3.1 it is the legal and beneficial owner of the relevant Materials and/or that it has sought consent of the third party owner of such Materials for RML to incorporate, reproduce and distribute them; and

5.3.2 the relevant Materials do not contain any right which may infringe any right of others, or cause damage or harm to RML including its reputation.

- 5.4 The Client indemnifies and holds harmless RML from and against all claims, demands, losses, costs, charges and expenses (including, without limitation, reasonable legal expenses) arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights due to the use, reproduction and/or distribution of all or part of any Materials.

- 5.5 In the event of any claim, demand or action being made to which clause 5.4 applies, the Client shall, at its own expense, promptly use all reasonable efforts to procure for the benefit of RML the right to continue using, reproducing and/or distributing any relevant Materials.

6 RML'S LIABILITY

6.1 Nothing in this Agreement shall be construed to limit or exclude RML's liability for:

6.1.1 death or personal injury to the extent that such death or injury results from the negligence or wilful default of itself, its servants, agents or sub-contractors; or

6.1.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

6.1.3 fraud or fraudulent misrepresentation.

6.2 Subject to clause 6.1, RML's maximum aggregate liability to the Client in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise shall be limited to £100 or the Fee paid by the Client in respect of the Services (whichever is the higher sum).

6.3 Subject to clause 6.1, RML shall not be liable to the Client under or in connection with this Agreement for:

6.3.1 any loss of business, contracts, profits, anticipated savings, goodwill, or revenue and any loss or damage to reputation; and

6.3.2 for any indirect or consequential loss whatsoever incurred by the Client, whether or not RML has been advised in advance of the possibility of any such loss.

7 CANCELLATION BY RML

7.1 If the final written article is cancelled by RML for any reason, RML shall refund to the Client all monies paid by the Client to RML for the unpublished article. The Client agrees that in such circumstances it, he or she shall have no further claim against RML and that a refund shall be its, his or her sole remedy.

8 CANCELLATION BY THE CLIENT

8.1 If, prior to publication of the final article by RML, the Client cancels the Services for any reason, the following shall apply:

8.1.1 where the Client cancels the Services before the Article Approval Deadline, the Client shall be obliged to pay RML fifty per cent (50%) of the total cost of the Fee; or

8.1.2 where the Client cancels the Services after the Article Approval Deadline, the Client shall be obliged to pay RML one hundred per cent (100%) of the total cost of the Fee.

9 CANCELLATION BY EITHER PARTY

9.1 Either party may cancel this Agreement at any time by notice in writing to the other party as from the date of service of such notice if the other party commits any serious, material or repeated breach of any of the provisions of this Agreement which is not remediable or, if remediable, is not remedied within 7 (seven) days after the non-breaching party has given written notice to the breaching party requiring such breach to be remedied.

10 NOTICES

10.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by registered mail to the relevant party at (in the case of RML) its registered office for the time being and (in the case of the Client) the address specified in the Order Form. Any such notice shall be deemed to have been received:

10.1.1 if delivered personally, at the time of delivery; and

10.1.2 in the case of registered mail, 48 hours from the time of posting.

10.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as an item of registered mail.

11 ENTIRE AGREEMENT

11.1 This Agreement supersedes all previous conditions, understandings, commitments, contracts or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the subject matter of this Agreement and constitutes the entire agreement between the parties relating to the subject matter of this Agreement.

12 VARIATION

12.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13 THIRD PARTY RIGHTS

13.1 No person other than RML and the Client shall have any rights under this Agreement.

14 WAIVER

14.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.

14.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

14.3 A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.

15 NON-ASSIGNMENT

15.1 Neither party shall assign all or any part of the burden of, or its rights or benefits under this Agreement.

16 SEVERABILITY

16.1 If any wording in any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such wording shall not affect the remainder of this Agreement and the remainder of such provision and all other provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

17 GOVERNING LAW AND JURISDICTION

17.1 The parties submit to the exclusive jurisdiction of the English Courts and this Agreement shall be governed and construed in accordance with English law.