No of Letter of Appointment being varied: #3 (signed 5th January 2024)

Variation Form No: #4

BETWEEN:

AHDB ("the Customer ") and

TWO EARS ONE MOUTH ("the Supplier")

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

This variation form (#4) is for additional pieces of work as described in the Letter of Appointment dated 28th March 2024.

AHDB would like to note this is work outside of the original contract and end date of the contract, but due to an STA (STA10167) being raised for this additional and unexpected work, AHDB require TwoEarsOneMouth to continue with this extra project for consistency.

The LEB pre-post work and Pork creative testing is confirmed work, with the pork pre-post work as an optional bolt on by AHDB.

A contract modification could not be completed due to being over 50% of the original contract value, so by AHDB raising an STA, we remain compliant.

PDF	PDF	PDF
twoearsonemouth Pork Campaign Devel	LEB Campaign Evaluation Proposal M	twoearsonemouth Pork Summer 2024 ca

PLEASE NOTE:

Variation required to Contract terms against Research Marketplace DPS RM6018

The original Contract was made on the 3rd day of May 2021 between:

The AHDB with offices at Stoneleigh Park, Kenilworth, Warwickshire, CV8 2TL ("the **Customer**"); and

Two Ears One Mouth a company registered in [*England and Wales*] under Company ████████████████████████ ("the **Supplier**"),

Both the Customer and the Supplier can be referred to as a "**Party**" or together the "**Parties**".

The following variations to the contract terms are agreed between the Parties upon signing of agreement.

1. AHDB is authorised to use the Deliverables including any Supplier Proprietary Materials and Project Specific Materials to produce abbreviated summary reports from any full presentation report/debrief for use to present to external parties.   It is agreed that the IPR in the Supplier Proprietary Materials remains with the Supplier and is commercially sensitive. Any publication thereof is only as agreed between the Parties or with the prior written consent of the Supplier.

2. A full report/debrief together with the questionnaire and results may be shared or published externally for purposes such as an external tender process by AHDB or similar discussions with external third parties.

3. Where data forming responses to questionnaires, results and other reports produced solely by the Supplier is to be shared or published externally, as a summary, AHDB will submit their summary report to the Supplier for prior comment.

4. AHDB may share or publish extracts of any Project as quotations, charts, tables, graphs or similar presentations to enable AHDB to support any findings, analysis or claims by the Supplier.

5. Any public statement, marketing material, press release or similar communication shall be disclosed by AHDB after prior notification to the Supplier and will include an acknowledgement of the Supplier's work where appropriate.

6. Subject to the variations agreed above and to any statutory requirement AHDB will not disclose any services provided under any Project including any full survey analysis tool and questionnaires developed by the Supplier which could damage harm or affect the Supplier's reputation or business in any way whatsoever including any commercial sensitivity and AHDB will not use any data in any manner which may exaggerate, distort or misrepresent the findings or the data provided by the Supplier.

For further information, please review Letter of Appointment dated 28th March 2024.
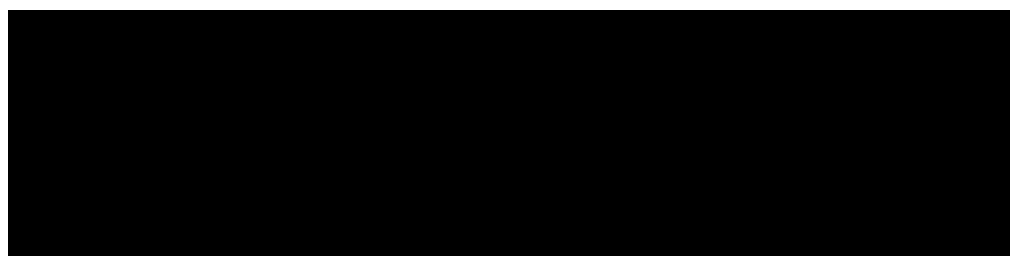
This contract will expire on the 6th September 2024.

2. Words and expressions in this Variation shall have the meanings given to them in this Contract.

3. This Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer
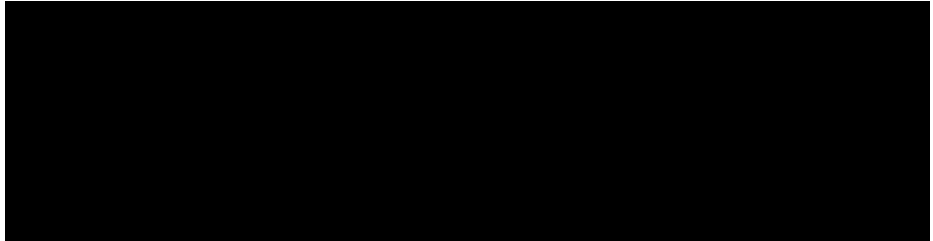
Signature

Date

Name (in
Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the

Supplier Signature

Date

Name (in
Capitals)

Address