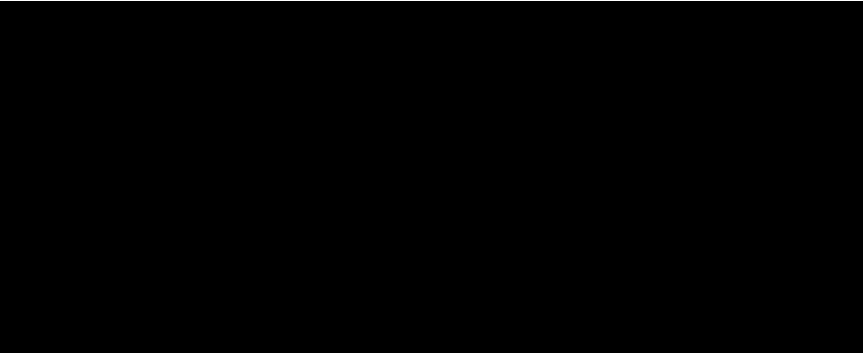
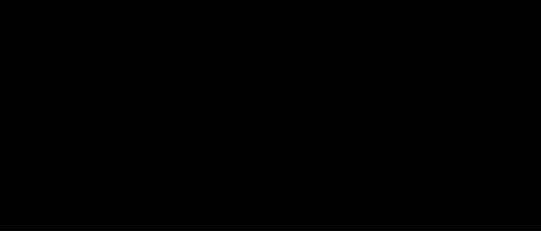




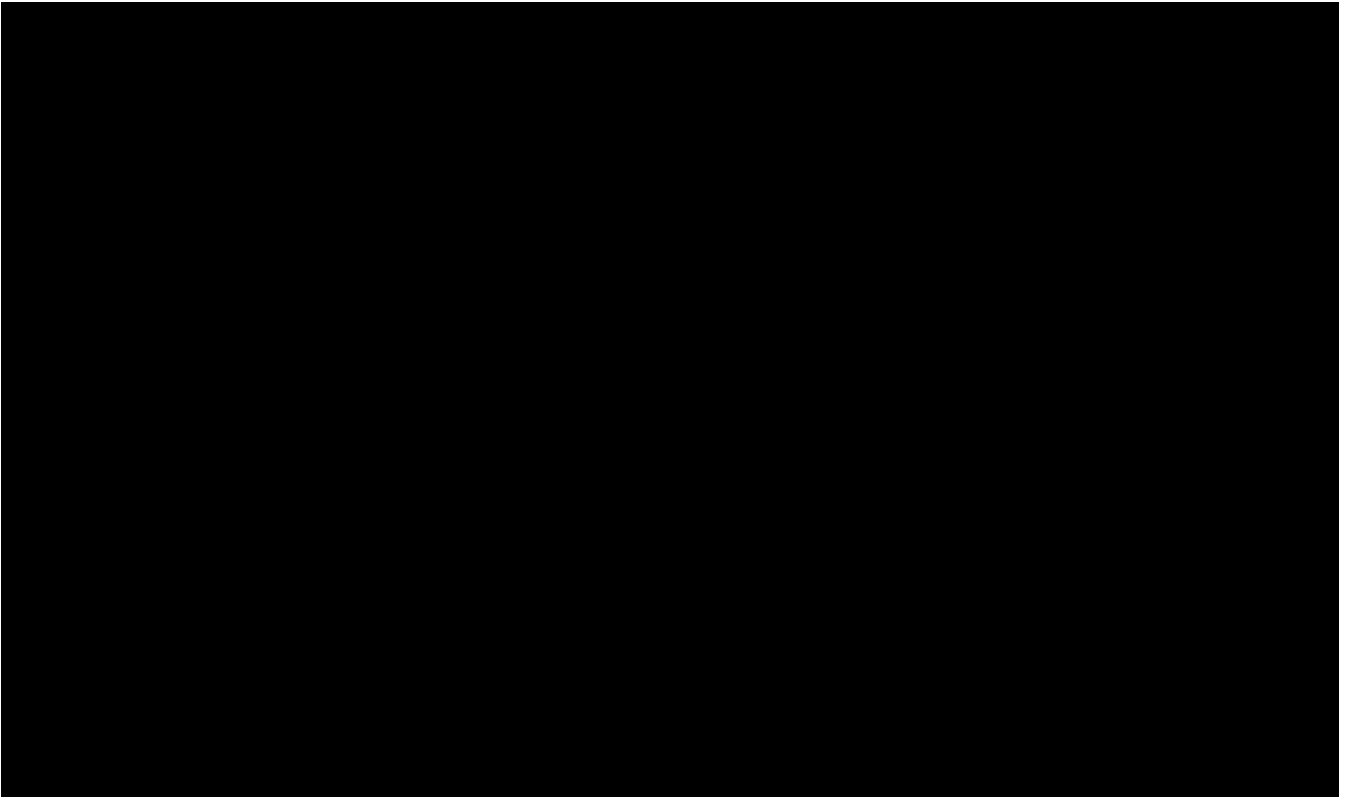
EUROMONITOR INTERNATIONAL CORPORATE LICENCE AGREEMENT

This Corporate Licence Agreement is between the Subscriber named in the table below and Euromonitor International Ltd ("**Euromonitor**") of 60-61 Britton Street, London EC1M 5UX, UK, a company registered in England & Wales, company number 1040587. It consists of the key terms set out on this page ("**Key Terms Page**") and the attached Terms and Conditions.

Subscriber <i>Name of Subscriber</i> <i>Name of contact person</i> <i>Address</i> <i>Phone</i> <i>Email</i>	Department for Business and Trade (DBT) 
Euromonitor <i>Name of Account Manager</i> <i>Address</i> <i>Phone</i> <i>Email</i>	

Service	Passport Category Level Industries: 1. Consumer Appliances, 2. Consumer Electronics, 3. Toys and Games, 4. Alcoholic Drinks, 5. Hot Drinks, 6. Soft Drinks 7. Cooking Ingredients and Meals, 8. Dairy Products and Alternatives, 9. Snacks, 0. Staple Food 1. Fresh Food, 2. Beauty and Personal Care, 3. Consumer Health, 4. Eyewear, 5. Tissue and Hygiene, 6. Home and Garden, 7. Home Care, 8. Pet Care, 9. Apparel and Footwear, 10. Personal Accessories, 11. Tobacco, 12. Consumer Finance, 13. Consumer Foodservice, 14. Travel, 15. Packaging, 16. Health and Wellness 17. Industrial Channels: 1. Retail 18. Digital Consumer Economies: 1. Business Dynamics, 2. Commodities, 19. Economy, Finance and Trade Consumers: 1. Households, 2. Income and Expenditure, 3. Lifestyles,
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	4. Population Geographic Coverage: All researched countries.
Authorised Users	All employees within DBT who collectively form the International Trade Service (ITS).
Start Date	1 Jul 2023
End Date	30 Jun 2024
Term (months)	12
Fee	(GBP) £108,570.00 excluding VAT
Payment Terms	Invoice(s) will be issued on Euromonitor's receipt of this signed Agreement and will be payable within 30 days of the Invoice Date.
Invoice Details: <i>Invoice contact</i> <i>Invoice contact email</i> <i>Organisation name</i> <i>Address</i> <i>Purchase order number</i>	
Special invoice requests <i>Additional e-mails for invoice</i>	
Accounts Payable Details <i>Accounts Payable Contact</i> <i>Accounts Payable email</i> <i>Organisation name</i> <i>Address (if different)</i> <i>Phone number</i>	 Department for Business and Trade (DBT) +44 (0) 20 7215 5000
Privacy Policy	https://www.euromonitor.com/privacy-policy
Special Conditions	Per Subscriber's request, please find below the detail for the contract managers on both sides. 



EUROMONITOR INTERNATIONAL CORPORATE LICENCE AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These Terms and Conditions apply to the Subscriber's subscription to the Service specified in the attached Key Terms Page.
- 1.2. If any Special Conditions are specified in the Key Terms Page, they shall be deemed to be incorporated into these Terms and Conditions and will override any of these Terms and Conditions to the extent of any conflict with them.
- 1.3. The parties may from time to time renew the Service under a new agreement or keep the existing Agreement in place but add an additional service(s) and/or access to the Service for additional categories of Authorised Users. In either case, the parties will enter into an addendum for this purpose ("**Addendum**").

2. DEFINITIONS

- 2.1. The following expressions have the following meanings when used in this Agreement:
 - "**Authorised Users**" means: (i) the authorised users specified in the Key Terms Page; and (ii) any other person, firm or company whom the Subscriber requests and whom Euromonitor approves, provided such person, firm or company has signed an agreement with Euromonitor which shall include the Conditions of Use.
 - "**Conditions of Use**" means the conditions of use for the Service which specify the permitted uses and restrictions on use of the Intelligence as set out in clauses 5 and 6 respectively.
 - "**Intelligence**" means all and any part of the reports, datasets, articles, commentaries, profiles, written materials, data or other materials which are made available by the Service.
 - "**Service**" means the Euromonitor service specified in the Key Terms Page comprising: (i) the Intelligence and the Euromonitor website through which it is available; (ii) the tools and features which can be used to save or export the Intelligence into various formats as available from time to time on Euromonitor's website; and (iii) research support available to Authorised Users.
 - "**Subsidiary**" of a party to this Agreement shall mean any corporation of which hundred per cent of the voting stock is directly or indirectly owned or controlled by that party; and "Subsidiaries" shall be interpreted accordingly.
- 2.2. Terms given defined meanings in the Key Terms Page (e.g. "Start Date") will have the same meanings when used in these Terms and Conditions.
- 2.3. The headings used in this Agreement are for convenience only and shall not control the meaning or the interpretation of any of its provisions.
- 2.4. Words that appear after the expression "include", "including", "other" "for example", "such as" or "in particular" (or any similar expression) in this Agreement shall not limit the meaning of the words appearing before such expression.

3. AGREEMENT

- 3.1. This Agreement, comprising the Key Terms Page and these Terms and Conditions, will come into force on the Start Date and continue for the duration of the Term.

4. ACCESS TO THE SERVICE

- 4.1. The Subscriber and its Authorised Users shall be granted access to the Service via a Euromonitor website.
- 4.2. The Subscriber and its Authorised Users shall be granted access to the Service on or after the Start Date and as soon as Euromonitor has received one copy of this Agreement duly signed and dated by the Subscriber. Any other Authorised User shall be granted access from such date and for such period as may be agreed between the parties.
- 4.3. Euromonitor reserves the right to use appropriate technical protection measures to control access and/or to detect unauthorised use of the Intelligence in accordance with this Agreement provided that no such measure shall adversely affect the rights of the Subscriber or its Authorised Users under this Agreement.

5. AUTHORISED USE OF THE INTELLIGENCE

5.1. Euromonitor hereby permits Authorised Users to use the Service during the period of this Agreement in accordance with the permitted uses set out in clause 5.2, subject to the restrictions on use set out in clause 6.

5.2. Each Authorised User may use the Service during the term of this Agreement for the following purposes in connection with the Subscriber's business and in the following ways:-

Viewing and reproducing the Intelligence for internal purposes within the Subscriber

5.2.1. To browse and search the Service and to display the Intelligence on screen.

5.2.2. To make and save to an electronic file digital copies extracted from the Intelligence in any of the formats supported by the Service and to access and retrieve such copies.

5.2.3. To print out copies of the Intelligence and to photocopy them for use in the course of performing his or her duties for the Subscriber.

5.2.4. To make the electronic and paper copies referred to in clauses 5.2.2 and 5.2.3 available to other Authorised Users.

5.2.5. To create new documents, reports, presentations or other new materials written by Authorised Users in the course of performing his or her duties which incorporate limited extracts ("**Limited Extracts**") from the Intelligence ("**New Materials**") and to share those materials in accordance with clause 5.2.6 below.

Internal and External Sharing of the Intelligence in New Materials

5.2.6. To share New Materials with:

- i) other Authorised Users for use internally within the Subscriber only ("**Internal Sharing**"); and
- ii) third parties for use by those parties only in the course of their business ("**External Sharing**"). External Sharing is only permitted by Authorised Users if they comply with all of the following conditions:
 - a. the quantitative amount of any Limited Extracts reproduced in any New Material that is distributed to a third party does not exceed ten (10) % of the total quantity of that New Material. Euromonitor may consent to the Subscriber's written request to increase this percentage for a specific purpose (such consent to be notified in writing and not to be unreasonably withheld); and
 - b. any Limited Extracts are accurately reproduced in the New Material, and any conclusions which appear in the New Material and which are based on or refer to such extracts, are accurate, fair and reasonable; and
 - c. New Materials are not used in a way that could reasonably be viewed as competitive with Euromonitor or substitutable for its products or services; and
 - d. Euromonitor's prior written consent has been obtained by the Subscriber for any External Sharing which relates to any of the purposes listed under clause 6.2.

5.2.7. To create "**Derived Data**" which means data produced as a result of combining, processing, changing, converting or calculating part or all of the Intelligence with other data (whether relating to or owned by the Subscriber and/or any third party) and: (i) which is not intended (and cannot be readily employed) as a substitute for the underlying Intelligence; (ii) which cannot be readily reverse engineered, disassembled or decompiled such that a third party may access the Intelligence via the Derived Data; and/or (iii) in which the underlying Intelligence does not form a substantial part.

- 5.3. All New Materials containing extracts of the Intelligence, whether created for Internal Sharing or External Sharing, shall attribute the Limited Extracts to Euromonitor International in the following form: "Source: Euromonitor International Limited [*insert year of creation*] © All rights reserved".

6. RESTRICTIONS ON USE OF INTELLIGENCE

- 6.1. Any use of the Intelligence beyond that specified in clause 5.2 (including any External Sharing and/or disclosure of Intelligence for the purposes listed under clause 6.2) shall require Euromonitor's prior written consent which may be subject to additional terms and/or charges as specified by Euromonitor at its sole discretion. In addition to the information required under such additional terms, any request by the Subscriber for Euromonitor's consent under this clause 6.1 shall, at a minimum specify: (i) details of the recipient(s) of the Intelligence; (ii) the Intelligence the Subscriber wishes to disclose and the form in which it wishes to disclose it; and (iii) the purposes for which those recipient(s) will use the Intelligence, in each case whether the Intelligence is incorporated in New Material(s) or otherwise.
- 6.2. The purposes for which Euromonitor's prior written consent is required under 6.1 shall include:
- 6.2.1. making the Intelligence and/or New Material(s) available via an intranet or extranet;
 - 6.2.2. subject to clause 6.5, making all or part of the Intelligence and/or New Materials available to the public or to a significant portion of the public for any purpose and by any means (such as via the internet) including:
 - i) the publication or circulation of investment presentations or prospectuses, listing documents and/or materials relating to an initial or other public offering of securities; and
 - ii) any advertising, marketing, promotional claims made by or on behalf of the Subscriber, including claims that appear on any product packaging.
- 6.3. Except as provided in clause 5 or unless the Subscriber has obtained Euromonitor's express written consent to do so in accordance with this clause 6, neither the Subscriber nor any Authorised Users may:
- 6.3.1. knowingly permit anyone other than Authorised Users to use the Service and/or the Intelligence; and/or
 - 6.3.2. re-distribute or make available to third parties Intelligence which any of them extract from the Service, whether incorporated in New Materials or otherwise.
- 6.4. Neither the Subscriber nor any Authorised User may:
- 6.4.1. systematically scrape, crawl, harvest, retrieve or otherwise gather by electronic means any data or other content from the Site to monitor, access, copy, create, acquire or compile - directly or indirectly, in single or multiple downloads - a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, robots or spiders, or any automatic devices, programs, algorithms or methodologies or otherwise; or
 - 6.4.2. remove, obscure or modify any copyright or other notices included in the Intelligence nor any metadata or digital rights management intelligence that may be associated with the Intelligence.
- 6.5. Nothing in this Agreement shall be construed as allowing the use of the Intelligence, Service, New Materials or Derived Data to create a derivative work, product or service:
- 6.5.1. which infringes the intellectual property rights of Euromonitor or its licensors; and
 - 6.5.2. in connection with any lobbying activities or any legal disputes, proceedings or allegations;
 - 6.5.3. which is a commercially competitive work, product or service or part thereof which competes with or could be substituted for a work, product or service provided by Euromonitor; and/or
 - 6.5.4. which damages the commercial interests of Euromonitor.
- 6.6. The Subscriber and Authorised Users shall use all reasonable endeavours to permanently delete all stored copies of the Intelligence within sixty (60) days following termination or expiry of this Agreement. However, this will not prevent any continued use of any New Materials or Derived Data

(as defined in clauses 5.2.6 and 5.2.7 respectively) which were compiled before termination of this Agreement.

7. PROVISIONS ABOUT EUROMONITOR'S PERFORMANCE

- 7.1. Support.** Euromonitor will provide telephone training and assistance for all Authorised Users from its international offices during Euromonitor's normal business hours.
- 7.2. Availability.** Euromonitor will use its reasonable endeavours to make the Service available to the Subscriber and to Authorised Users at all times save for routine or essential maintenance, and to restore access to the Intelligence as soon as possible in the event of an interruption or suspension of the Service.
- 7.3.** If the Service becomes unavailable for any reason Euromonitor will endeavour to supply Intelligence manually by email, fax, or similar means. If the Service remains unavailable for more than twenty four (24) hours and if the unavailability is not beyond Euromonitor's control, access under this Agreement will be extended for a period of time equal to the period of unavailability. The Subscriber may, as an alternative remedy for the unavailability of the Service, request in writing that Euromonitor instead provides a pro rata refund of the Fee taking into account the period of unavailability in excess of twenty four (24) hours. Euromonitor's agreement to such request shall not be unreasonably withheld or delayed on condition that the Subscriber makes its request within a reasonable time of the occurrence of the unavailability.
- 7.4. Maintenance.** Euromonitor reserves the right to conduct essential maintenance, software upgrades and other works necessary to maintain the efficient provision of the Service. Where such works result in the Service becoming temporarily unavailable, Euromonitor will provide at least two weeks' notice to the Subscriber and shall wherever possible carry out works on Saturdays or Sundays (GMT or BST, as applicable).
- 7.5. Changes to the Intelligence and/or the Service.** Euromonitor reserves the right to make changes from time to time to all or any parts of the Intelligence and/or the Service for any reason provided that the functionality and performance of the Service, and the overall content of the Intelligence, shall not be substantially and adversely affected from the Subscriber's perspective by any such changes. The changes referred to in this clause may take the form of the addition, removal, correction or editing of the Intelligence or other content, the migration of the Intelligence or the Service to a different format or location and/or changes to the tools or other features and functionalities of the Service.

8. SUBSCRIBER'S OBLIGATIONS

- 8.1. Compliance with authorised use.** The Subscriber shall (i) use its best endeavours to ensure that Authorised Users access and use the Intelligence only in accordance with the Conditions of Use, details of which will be made available to Authorised Users upon accessing the Service, and in accordance with any other applicable provisions contained in this Agreement; and (ii) take all reasonable steps within its power to ensure that no person, firm or company other than an Authorised User accesses or uses the Service. For the avoidance of doubt, acceptance by any Authorised User of the Conditions of Use shall not relieve the Subscriber of any of its obligations and responsibilities under this Agreement.
- 8.2. Protection from unauthorised or excessive use.** In the event of any actual, threatened or reasonably suspected actual or potential unauthorised or excessive use of the Service (whether by Authorised Users/the Subscriber or a third party), or any use which Euromonitor reasonably considers unfair, inconsistent, disproportionate or made in bad faith (by way of example only, where the downloading of Intelligence by one or more Authorised Users at any time during the three months immediately preceding the End Date is significantly greater when compared to download volumes during the previous part of the term of the Agreement, whether at individual or all user level), Euromonitor may, in its sole discretion and without prejudice to any other remedy, suspend or terminate access by such method as it deems appropriate (including but not limited to suspending or terminating access by specific Authorised Users). In the case of suspension, this will continue until Euromonitor is satisfied such use will not recur.
- 8.3. Maintaining confidentiality of access passwords.** Where access to the Intelligence is to be controlled by use of passwords, the Subscriber shall use reasonable efforts to ensure that Authorised Users do not divulge their identification numbers and passwords to any third party. The Subscriber will use all reasonable endeavours to ensure that any unauthorised disclosure or use of passwords is reported to Euromonitor as soon as the Subscriber becomes aware of it.

0. FEES

- 9.1. Euromonitor shall invoice the Subscriber in accordance with the Subscriber's Invoice Details as specified in the Key Terms Page.
- 9.2. The Subscriber shall pay the Fee in accordance with the payment terms specified in the Key Terms Page.
- 9.3. Euromonitor reserves the right to increase the Fee on a fair and equitable basis if there is any material increase in the number of Authorised Users compared to the number of Authorised Users at the time of signature of this Agreement, by way of example only, as a result of an increase in the size and/or composition of the Subscriber and/or its Subsidiaries following from a merger, takeover or other corporate reorganisation affecting the Subscriber. Notwithstanding this if Subscriber acquires other existing Subscribers either in whole or a majority, this will require the Subscriber to be liable for the existing subscription agreement that is in place at the time of the acquisition and the costs for such will be in addition to the material increase of authorised users. Euromonitor shall give the Subscriber at least sixty (60) days prior written notice of any proposed adjustment to the Fee, including details of the assumptions upon which the existing and adjusted Fee are based. Notwithstanding the foregoing, the Subscriber may, by thirty (30) days written notice, terminate this Agreement with effect from the date any such adjustment becomes effective if such adjustment is unacceptable to the Subscriber.
- 9.4. The Fee is exclusive of value added tax and of any equivalent sales taxes.
- 9.5. If the Subscriber fails to pay the Fee when due it shall pay interest to Euromonitor on such sum from the due date until the date of actual payment at an annual rate of eight (8) % above the base lending rate of the Bank of England from time to time in effect during such period.

1. WARRANTIES & INDEMNITIES**10.1. Euromonitor warrants to the Subscriber that:-**

- 10.1.1. It has the right to license the rights granted under this Agreement and that it has obtained any and all necessary permissions from third parties to license the Intelligence.
- 10.1.2. The Intelligence contained within the Service, and the tools and other features available within the Service, will conform in all material respects to their respective descriptions as set out in the specification or proposal provided to the Subscriber.
- 10.1.3. It will use reasonable skill and care in the provision of the Service and the Intelligence. Although Euromonitor makes every effort to ensure that it corrects faults in the Intelligence of which it is aware, it does not warrant that the Intelligence will be accurate, up-to-date or complete as the accuracy and completeness of the data and other content available in respect of different parts of the Intelligence will vary depending on the availability and quality of sources on which each part is based. Furthermore, Euromonitor does not warrant that the Intelligence or the Service will be fit for any particular purpose(s) for which they are used by the Subscriber as Euromonitor does not have any knowledge of, nor control over, those purposes.

Subscriber warrants to Euromonitor that:-

- 10.1.4. none of its company, associated people/companies or affiliates are on the Specially Designated Nationals and Blocked Persons List (the "SDN List") provided by the Office of Foreign Assets Control of the US Treasury Department ("OFAC") and updated from time to time at: www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx or on the EU Sanctions List provided by the European Commission ("EC") and updated from time to time at: <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>.

10.2. Subject to clause 10.3:

- 10.2.1. Euromonitor shall indemnify and hold the Subscriber harmless from and against any direct or indirect losses, damages, awards or penalties, including proper and reasonable legal fees, which arise from any claim by any third party of an alleged infringement of copyright or any other intellectual property right arising out of the use of the Intelligence by the Subscriber or any Authorised User in accordance with the terms of this Agreement. This indemnity will not

apply to any claim which relates to any modification, abstraction or other change made to the Intelligence by an Authorised User; and

10.2.2. The Subscriber shall indemnify and hold Euromonitor harmless from and against any losses, damages, awards or penalties, including proper and reasonable legal fees, Euromonitor suffers or incurs in connection with any claim by any third party arising from the disclosure or publication of the Intelligence and/or New Material by the Subscriber and/or any Authorised Users except to the extent such claim arises as a result of Euromonitor's breach of this Agreement.

10.3. Whenever a party ("**Indemnifier**") is required to indemnify the other party ("**Indemnified**") under 10.2 of this Agreement:

10.3.1. The Indemnified shall immediately notify the Indemnifier on receipt of any claim and shall make no admission or take any action without the Indemnifier's express written authority.

10.3.2. The Indemnifier shall have the sole right to deal with any such claim and to defend the legal proceedings in respect of such claims at its own expense, including the right to compromise or settle or otherwise dispose of any such claim provided that the Indemnifier shall not bring the Indemnified's name into disrepute.

10.3.3. The Indemnified shall provide, at the Indemnifier's expense, such assistance in investigating and defending such claims as the Indemnifier may reasonably request.

11. **EXCLUSIONS & LIMITATIONS OF LIABILITY**

11.1. Nothing in this Agreement will operate to exclude or limit: (i) either party's liability for deliberate breach of this Agreement, for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or under any indemnity it gives under this Agreement; or (ii) the Subscriber's liability in respect of any claim made by Euromonitor against the Subscriber in connection with a breach of its intellectual property rights in the Intelligence and/or the Service arising from a breach of this Agreement by the Subscriber, its Subsidiaries and/or any Authorised Users.

11.2. The sole warranties given by Euromonitor are those contained in clause 10.1. Euromonitor excludes any and all other warranties, conditions, or representations relating to the Intelligence and/or the Service to the fullest extent permitted by law, whether express, implied, oral or written, and including any which may be contained in any specification or proposal provided to the Subscriber.

11.3. If Euromonitor fails or is unable to comply with its obligations as regards availability as set out in clause 7, and Euromonitor is unable to remedy the problem within a reasonable period, the Subscriber's sole remedy for such failure shall be to an extension of the term of subscription or refund on a pro rata basis in accordance with clause 7.3.

11.4. Subject to clause 11.1, neither party shall be liable for: (i) any loss of: data; use; reputation; goodwill or opportunity; (ii) any loss of or failure to realise expected profit, revenue, savings or any other form of pure economic loss, whether any such loss is direct or indirect; or (iii) any form of indirect, special, incidental, punitive or consequential loss or damages, and, in each case, however arising.

11.5. Subject to clause 11.1, Euromonitor shall not be liable for any loss suffered by the Subscriber, or by any client or customer of the Subscriber, as a direct or indirect result of its use of any of the Intelligence or of making any business decision, or refraining from making any such decision, based wholly or partly on any data, expression of opinion, statement or other information or data contained in the Intelligence.

11.6. Except as mentioned above in this clause 11, Euromonitor's maximum aggregate liability to the Subscriber for all claims (whether arising in contract, tort, breach of statutory duty or otherwise) made in any year of this Agreement, whether in respect of a single event, series or connected events

or of unconnected events, shall not exceed the total amount of Fees paid by the Subscriber under this Agreement in the year in which the claim is made.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Euromonitor reserves all its rights in the Intelligence and the Service in respect of copyright, database right, trade mark rights or otherwise.
- 12.2. The Subscriber shall at the request and expense of Euromonitor do all such things as may be reasonably required to assist Euromonitor in taking or resisting any legal proceedings in relation to any infringement of any such rights.

13. CONFIDENTIALITY

- 13.1. Both parties acknowledge that they or their employees may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire non-public information which is proprietary to or confidential to either party or third parties to whom they owe a duty of confidentiality ("**Confidential Information**"). Both parties agree to hold Confidential Information in strict confidence and not to disclose the same to third parties or to use such Confidential Information for any purpose whatsoever other than the provision of services to the Subscriber as contemplated by this Agreement and to advise each of its employees who may be exposed to Confidential Information of their obligations to keep such information confidential. This provision shall survive termination of the Agreement.
- 13.2. Euromonitor agrees that it will not, without the prior written consent of the Subscriber, represent, directly or indirectly, that any product or any service provided by Euromonitor has been approved or endorsed by the Subscriber. This provision shall survive termination of the Agreement.

14. TERMINATION & EFFECT OF TERMINATION

- 14.1. Euromonitor may terminate this Agreement immediately by giving written notice to the Subscriber if the Subscriber fails to pay any sum due under this Agreement when it falls due.
- 14.2. Either party may terminate this Agreement immediately by giving written notice to the other in any of the following events:
 - 14.2.1. If the other party commits any breach of any of the terms and conditions of this Agreement and fails to remedy that breach (if capable of remedy) within 30 days after notice from the other party giving full particulars of breach and requiring it to be remedied; or
 - 14.2.2. If the other party enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process under any foreign law.
- 14.3. Upon termination or expiry of this Agreement, online access to the Intelligence by the Subscriber and Authorised Users shall be terminated.
- 14.4. Termination shall not affect any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination.

15. GENERAL

- 15.1. **Assignment.** Neither party may assign or transfer all or parts of its rights or obligations under this Agreement without prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 15.2. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement if such delay or default is caused by conditions beyond its control including but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 15.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties in relation to its subject matter and supersedes and extinguishes all previous drafts,

agreements, undertakings, representations, warranties and proposal documents of any kind, whether in writing or oral, between the parties relating to the subject matter of this Agreement. The parties agree that any terms contained in any document issued by the Subscriber to Euromonitor following signature of this Agreement (including but not limited to a purchase order or invoice) shall not vary or supplement this Agreement or any Addendum or otherwise bind the parties unless those terms are set out in the Special Conditions section contained in an Addendum which has been signed by the parties.

- 15.4. **No representations.** Each party acknowledges that in entering into this Agreement it has not relied and is not relying on any representations or warranties (whether implied or otherwise) other than those expressly set out in this Agreement and the parties irrevocably and unconditionally waive any right they may have to any remedy in respect of any other such representation or warranty except in the case of fraud.
- 15.5. **Modifications.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of Euromonitor and the Subscriber.
- 15.6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15.7. **Waiver.** Waiver of any provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- 15.8. **No third party rights.** No provision of this Agreement shall be enforceable by any person or individual other than the parties to this Agreement.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with English law.
- 16.2. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible.
- 16.3. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 16.4. Nothing in this clause 16 shall prevent either party from applying to the court of any jurisdiction for injunctive or interlocutory relief or such other provisional or protective measures as are available under the laws of that jurisdiction.

17. NOTICES

- 17.1. All notices, requests, consents and other communications which are required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered in person at the time of such delivery or (b) when received if given by an internationally recognised express courier service to the address specified in the Key Terms Page or (c) when received if given by email to the address specified in the Key Terms Page; provided, however, any notices declaring a breach of or terminating this Agreement shall be given only in person or by an internationally recognised express courier service. Notice of change of address shall be given in the same manner as other communications.

