

OBICO LTD.

TERMS OF BUSINESS

Except where expressly provided to the contrary in such quotes, all quotes provided and any work undertaken by OBICO Ltd. are subject to the following terms of business notwithstanding the provision by a client of any other terms or conditions or the purported application of any other terms and conditions by a client. In the case of any inconsistency or conflict between such other terms and conditions, these terms and conditions shall take precedence over such other terms and conditions except to the extent OBICO Ltd. and the client enter into an agreement in writing signed by both parties containing such inconsistent or conflicting terms.

Services

1 OBICO Ltd. is committed to the maintenance and promotion of professional standards of market research. OBICO Ltd. adheres to the principles contained in the International Chamber of Commerce and the World Association of Opinion and Marketing Research Professionals (ESOMAR) Code of Conduct; in particular the articles governing client and respondent confidentiality, data protection and the use of research findings. In accepting a research proposal from OBICO Ltd. a client is deemed to agree to be bound by this professional code as it may be amended from time to time. Copies of the ESOMAR Code of Conduct can be found at www.esomar.org. In providing information to OBICO Ltd., the client warrants that it is complying with all applicable privacy, data protection and rules and regulations (including its own internal codes of conduct and any third party contracts) and shall indemnify and hold OBICO Ltd. harmless against all costs and liabilities, including third party claims, in connection with the provision of any such information (including, without limitation, client lists and other personal information) and its use by OBICO Ltd.

2 Unless otherwise specified in the quote, the services to be provided are the delivery of the presentation, notes and/or written report as appropriate and a copy of the data book for quantified work, where required. OBICO Ltd. may in its discretion elect to provide such copies electronically.

3 If any research project carried out by OBICO Ltd. involves the prediction of future sales, market shares or other aspect of consumer behaviour, the services are only provided on the basis that the client recognises and accepts that such prediction, while made in good faith, is intended only as an aid to the client's judgement. Figures contained in any report will be estimates derived from sample surveys carried out in accordance with accepted market research methods and as such are subject to limits of statistical error. OBICO Ltd. shall use all reasonable commercial endeavours to ensure the accuracy of the report and data contained in the report, based on the scope of the research project as set out in the quote. The data and interpretation provided in the report will be based on a sample and therefore will be subject to the relevant statistical assumptions. In taking delivery of any report or data, the client acknowledges and agrees (i) that the report and

data should only be used within the specific context of the study and (ii) that, without limiting the provisions of paragraphs 15 and 16 below, OBICO Ltd. shall in no way be responsible or liable for any loss or damage suffered by the client as a result of any error in such predictions howsoever arising.

4 Completed questionnaires and computer tapes/electronic or digital files/audio or video tapes shall be retained by OBICO Ltd.. In accordance with ESOMAR practice, the questionnaires will normally be destroyed after the expiry of one year from the date of provision of the final computer tabulations; the data held on computer tape will normally be deleted after a second year. If data from a survey is not analysed by computer, then the questionnaires for that survey will be retained for a second year. OBICO Ltd. may destroy questionnaires and/or data earlier than indicated above on giving not less than one month's prior written notice.

5 The client may on request and at their own expense have copies of the above mentioned materials, subject to the requirements of the ESOMAR Code of Conduct including those respecting the confidentiality of information obtained from survey respondents.

Reports

6 Unless otherwise agreed, all rights (including copyright) in and to the reports (including normative data), tabulations, questionnaires and other project documentation remain the sole property of OBICO Ltd. and may not be published, quoted or reproduced without the prior written permission of OBICO Ltd.. The client shall not disclose any reports or any of the results or the details of the proposal to any third parties (other than associated companies and its professional advisors) without prior written consent of OBICO Ltd. as to the mode and content of such disclosure.

7 In any publication of the reports (including normative data), tabulations, questionnaires or other project documentation or any part of them, due acknowledgement must be given to OBICO Ltd. When results are published/broadcast outside the client's organisation, in order to ensure conformance with professional market research industry standards, OBICO Ltd shall retain the right to require such changes as are necessary to ensure compliance. In making any changes OBICO Ltd. shall have no responsibility for the remaining content of any such publication. Once the data has been published by the client, OBICO Ltd. reserves the right to give the results to other parties.

Fees

8 Any quotation is valid for 30 days from the date of the quote. After that date OBICO Ltd. reserves the right to revise the quotation.

9 The fees quoted are for the services as set out in the quote; any changes made at the client's request may result in additional fees and/or changes to the timetable. Unless otherwise specified, the fees quoted are exclusive of all applicable taxes which will be

charged at the rate prevailing at the time of invoice, together with all travel, subsistence and other out-of-pocket expenses incurred by OBICO Ltd.

10 50% of the fee will be invoiced on acceptance of proposal and 50% as indicated in the proposal.

11 If by the date of commencement of the services, any relevant exchange rates fluctuate by more than 2% from any rates contained in the quote, OBICO Ltd. reserves the right to modify the fees accordingly.

12 All invoices are due for settlement within 30 days of invoice date unless otherwise specified and agreed in writing in advance. Invoices paid after expiry of the agreed period shall be charged interest per annum equal to OBICO Ltd.'s local bank base rate plus 500 basis points for each day outstanding. Furthermore, in such circumstances OBICO Ltd. reserves the right to withhold the provision of service or any deliverables until the total indebtedness to OBICO Ltd. has been discharged.

13 Groups, in-depth interviews or other studies involving pre-recruitment of respondents which are postponed or rescheduled by the client or as a consequence of any reason beyond the reasonable control of OBICO Ltd. including, without limitation, adverse weather conditions (e.g. typhoons) will be subject to a fee to cover recruitment expenses and incentives payable to the respondents. In the event of cancellation or postponement of a research project once commissioned, a fee may be charged by OBICO Ltd. to cover the costs of all work undertaken and commitments made up to the date of receipt of formal written notification from the client, including an appropriate proportion of profit. Should the client adopt OBICO Ltd.'s methodology and decide to carry out the survey with another supplier or by themselves, this shall constitute acceptance of the proposal and OBICO Ltd. shall invoice and the client shall pay a fee to OBICO Ltd. for services rendered to cover all costs incurred by OBICO Ltd..

Disclaimer

14 OBICO Ltd. will use all reasonable commercial endeavours to deliver the report in accordance with timing as quoted in the proposal, but shall not be held liable for delays or other failure to perform its obligations occasioned by factors outside its control (including, by way of example only, postal or other communication delays, industrial disputes, fire or accident, governmental act, riots, armed conflict, war, terrorism (including threatened acts of terrorism) or natural catastrophe). Other factors unforeseen at the time of proposal could affect the timing of the project (eg. problems in locating minority samples, adverse weather conditions, etc.). Under these circumstances, OBICO Ltd. will endeavour to meet the proposed time schedule, but shall not be held liable for such delays.

15 except as expressly stated herein, OBICO Ltd. Makes no warranty regarding the services and disclaims any implied warranty, including any warranties of merchantability or fitness for a particular purpose even if OBICO Ltd. Has been made aware of such

purpose. OBICO Ltd. Also makes no warranty that the services will be uninterrupted or error free. OBICO Ltd. Does not authorize anyone, including, but not limited to, OBICO Ltd. Agents or representatives, to make a warranty of any kind on its behalf and any such statements should not be relied on.

16 OBICO Ltd. Shall not be liable with respect to any subject matter of any agreement to which these terms and conditions relate under any theory of liability including but not limited to contract, tort (including negligence) or otherwise for any indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of any agreement to which these terms and conditions relate or the use of or inability to use the services, including, but not limited to, loss of revenues, loss of profits, loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology. This limitation shall apply even if OBICO Ltd. Was or should have been aware or advised of the possibility of such damages and notwithstanding any failure of essential purpose or any limited remedy stated herein. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement. To the extent that any country or state does not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, the above limitations or exclusions shall correspondingly not apply.

17 In the event of an error caused by the negligence or otherwise of OBICO Ltd. in any reports or tabulations supplied to the client, OBICO Ltd. will use its best endeavours to correct the error at its own expense. In any event OBICO Ltd.'s maximum aggregate liability under any Agreement shall be limited to the total consideration received by OBICO Ltd. pursuant to that Agreement.

Indemnity

18 The client shall indemnify and hold harmless OBICO Ltd. and its affiliates without limitation against all costs and liabilities, including third party claims, which may arise in consequence of the following of any specific instructions of the client or the use or demonstration of any goods and services supplied by the client for the purposes of the research project or the use of the deliverables by the client other than in accordance with these terms. The client shall provide such information and/ or take such actions as OBICO Ltd. may require in relation to any circumstances which may give rise to any such costs and liabilities including, without limitation, disclosing the identity of the client to third parties in relation to the project, providing further research and development information in relation to the goods and services which are the subject of the project (or similar goods and services) and taking on the conduct of any litigation or threatened litigation to the extent, in each case, required by OBICO Ltd.. OBICO Ltd. shall be entitled to settle with a claimant as, in its sole discretion acting reasonably, it sees fit, in relation to any circumstances which may give rise to any such costs and liabilities and the client shall indemnify and hold harmless OBICO Ltd. in relation to such settlement.

Miscellaneous

19 Either party may terminate a contract upon at least 3 (three) months prior written notice to the other party. Subject to paragraph 13, such termination shall be without liability save for any liability arising prior to the date of termination.

20 These terms together with the relevant quote shall constitute the entire contract between OBICO Ltd. and the client. No amendment shall be deemed to have been made to the contract unless made in writing by the party requesting the amendment and subsequently confirmed in writing by the other party and in which these terms are amended by express reference to them.

21 This Agreement shall be governed by and construed in accordance with the laws England and each party agrees to submit to the non-exclusive jurisdiction of the courts of that country as regards any claim or matter arising under this Agreement.