

CMi2i STANDARD TERMS AND CONDITIONS FOR EU CLIENTS

1. **TERM**

The term of this Agreement is as described in Part 3 of the Order Form ("**Term**").
2. **PROVISION OF SERVICES**
 - 2.1. In accordance with the terms of this Agreement, CMi2i agrees to provide the Services as described in Part 1 of the Order Form ("**Services**") to the Subscriber and, in consideration for receiving the Services, the Subscriber agrees to pay to CMi2i the fees as set out in Part 2 of the Order Form ("**Fees**").
 - 2.2. All Services must be requested by and supplied to the Subscriber during the Term.
 - 2.3. CMi2i shall provide the Services to the Subscriber using reasonable care and skill.
 - 2.4. The Subscriber agrees and undertakes that:
 - 2.4.1. it will provide CMi2i with all necessary documents, information, items and materials as requested by CMi2i in order to perform the Services ("**Subscriber Materials**") and that all such Subscriber Materials are complete and accurate; and
 - 2.4.2. it shall cooperate with CMi2i in all matters relating to the Services.
 - 2.5. CMi2i reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and CMi2i shall notify the Subscriber in any such event.
 - 2.6. Subject to Clause 2.3, no warranty or guarantee, whether implied or explicit, is given by CMi2i as to the accuracy or completeness of any materials, documents and information supplied by CMi2i to the Subscriber in the provision of the Services, whether or not derived from the Subscriber Materials ("**Deliverable(s)**"). The Subscriber shall not be entitled to make any claim or recourse against CMi2i resulting from the Subscriber's use of any Deliverable.
3. **FEES**
 - 3.1. CMi2i shall invoice the Fees (together with any expenses detailed in Part 2 of the Order Form), and the Subscriber shall pay these, in accordance with the invoicing and payment provisions specified in Part 2 of the Order Form.
 - 3.2. On entering into this Agreement the Subscriber shall provide the finance Information as required in in Part 4 of the Order Form and notify CMi2i, if it has any particular purchase order or invoicing procedures which CMi2i is required to comply with. If the Subscriber fails to do so it shall not be entitled to withhold payment pending CMi2i's compliance with such procedures.
 - 3.3. If the Subscriber fails to make a payment due to CMi2i under this Agreement by the due date, then without prejudice to its other rights and remedies, including suspension of the Services, CMi2i may suspend the provision of further Services and the Subscriber shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement, Interest under this Clause 3.3 will accrue each day at 4% a year above HSBC Bank PLC's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
 - 3.4. No refund or right of reduction in Fees shall apply to the extent that the Subscriber fails to request Services during the Term.
 - 3.5. This Clause 3 shall survive termination of this Agreement.
4. **CONFIDENTIALITY**
 - 4.1. For the purpose of this Agreement: "**Confidential Information**" means any and all information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, which is supplied to either party or becomes available to either party in the course of this agreement.
 - 4.2. Each party undertakes that it shall not disclose to any person any Confidential Information of the other party, except as permitted by Clause 4.4 and as provided in Clause 5.
 - 4.3. Each party may disclose the other party's Confidential Information:
 - 4.3.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Clause 4; and
 - 4.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 4.4. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
 - 4.5. This Clause 4 shall survive termination of this Agreement.
5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1. Subject always to the other provisions of this Clause 5, any intellectual property rights in the Subscriber Materials shall remain vested in the Subscriber.
 - 5.2. The Subscriber grants CMi2i a fully paid-up, non-exclusive, royalty-free, non-transferrable licence to copy and modify the Subscriber Materials for the Term of this Agreement for the purpose of providing the Services to the Subscriber.
 - 5.3. In the course of providing the Services and producing the Deliverables, CMi2i will use or produce research, materials, documents and other information, each of which may include information derived from the Subscriber Materials (“**CMi2i Materials**”).
 - 5.4. CMi2i retains ownership of the CMi2i Materials and the Deliverables, and all intellectual property rights in or arising out of or in connection with the Services, the Deliverables or the CMi2i Materials, including where the CMi2i Materials and/or the Deliverables, or any intellectual property rights contained therein, are derived from the Subscriber Materials.
 - 5.5. Subject to Clauses 5.6, 5.7 and 5.8, CMi2i grants to the Subscriber a fully-paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy any Deliverable supplied by CMi2i under this Agreement (including any CMi2i Materials contained within them but excluding any Subscriber Materials) for the purpose of receiving and using the Services in its business.
 - 5.6. The Subscriber shall not sub-license, assign or otherwise transfer the rights granted in Clause 5.5.
 - 5.7. Deliverables are supplied for the exclusive use of the Subscriber, its agents, advisors and its employees and Deliverables are not intended for public use or use by any third party.
 - 5.8. The Subscriber, its agents, advisors and employees, shall not:
 - 5.8.1. reveal, disclose or otherwise transfer to any third party any Deliverable or any information or details relating to the commercially confidential methodology used by CMi2i in producing any Deliverable; or
 - 5.8.2. sell, transfer or otherwise use or exploit or permit any third party to sell, transfer, or use or exploit any Deliverable save as expressly permitted by this Agreement.
 - 5.9. CMi2i may use and exploit the CMi2i Materials in its business, including where the CMi2i Materials are derived from the Subscriber Materials. Such use and exploitation shall include CMi2i providing services to customers other than the Subscriber but only to the extent that such CMi2i Materials do not contain any Confidential Information of the Subscriber.
 - 5.10. This Clause 5 shall survive termination of this Agreement.
- 6. DATA PROTECTION**
- 6.1. To the extent that CMi2i processes Personal Data (as defined in CMi2i’s Data Processing Terms which are set out at <https://cmi2i.com/terms-and-conditions> (“**Data Processing Terms**”)) on the Subscriber’s behalf in the course of providing its Services, both CMi2i and the Subscriber agree to comply with the Data Processing Terms.
 - 6.2. Notwithstanding Clause 6.1, where the Subscriber is based in a member state of the European Economic Area and shall transfer Personal Data to CMi2i after a date when the United Kingdom ceases to be a member of the European Economic Area the parties agree that any such transfer shall be on the basis of, and the parties shall comply with, the Standard Contractual Clauses set out at <https://cmi2i.com/terms-and-conditions> (the “**Standard Contractual Clauses**”) until such time as the European Commission issues an adequacy decision in respect of the United Kingdom whereupon the Standard Contractual Clauses shall cease to apply to this Agreement. In the event of any conflict between the provisions of this clause 6 or the Data Processing Terms and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 7. LIMITATION OF LIABILITY**
- 7.1. Neither party limits its liability for:
 - 7.1.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
 - 7.1.2. fraud by it or its employees; or
 - 7.1.3. any other act or omission, liability for which may not be limited by law.
 - 7.2. Subject to Clause 7.1, CMi2i shall not be liable for any of the following losses:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) turnover;
 - (f) loss of, or damage to, goodwill;
 - (g) revenue;
 - (h) indirect, consequential or special damages, whether such losses are based on breach of contract, tort (including negligence) or otherwise and whether or not CMi2i has been advised of the possibility of such damages.
 - 7.3. Subject to Clauses 7.1 and 7.2, the entire liability of CMi2i arising out of or in connection with this Agreement howsoever occurring shall not exceed the total Fees payable by the Subscriber in the 12 month period immediately preceding the date the claim arose.

- 7.4. The Subscriber acknowledges and agrees that the allocation of risk contained in this Clause 7 is reflected in the Fees and is also recognition of the fact that, inter alia, it is not within CMI2i's control how and for what purpose the Services are used by the Subscriber.
- 7.5. The Subscriber shall be responsible and liable for all acts and omissions of any third party to which it allows access to the Services or the Information (whichever is appropriate) as if such acts and omissions had been made by the Subscriber.
- 7.6. The Subscriber shall comply with all applicable laws in its use of the Information and any other deliverables supplied by CMI2i.
- 7.7. This Clause 7 shall survive termination of this Agreement.

8. MEDIATION & DISPUTE RESOLUTION

- 8.1. If any dispute arises in connection with this Agreement, CMI2i and the Subscriber will attempt to settle it by mediation in accordance with the Centre for Effective dispute Resolution (CEDR) Model Mediation Procedure. The mediation will start, unless otherwise agreed between the parties within 28 days of one party issuing a request to mediate to the other.
- 8.2. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR within 14 days of notice of the dispute.
- 8.3. The mediation will take place in London and the language of the mediation will be English. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the notice of the dispute, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.
- 8.4. Any agreement reached through mediation shall be governed by, and construed and take effect in accordance with, the substantive law of England and Wales.
- 8.5. If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, either party may issue court proceedings, subject to the courts of England having exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).

9. VARIATION, ASSIGNMENT, TRANSFER AND TERMINATION

- 9.1. Except as otherwise permitted by this Agreement no variation of this Agreement shall be effective unless expressly agreed in writing by both Parties.
- 9.2. Neither party may assign the benefits of this Agreement without the prior written consent of the other party.

- 9.3. Either party may terminate this Agreement by notice with immediate effect, if the other party fails to make payment on time or is in material breach of any of its obligations under this Agreement; or if the other ceases its business, or threatens to do so; or if, the other being a partnership, an application is made for its dissolution or it is dissolved; or if the other, being a company, partnership or individual, begins, is party to, consents to, or is otherwise subject to, proceedings under the law relating to bankruptcy, distress, receivership, insolvency or the relief of creditors or enters into arrangements benefiting its creditors.
- 9.4. Termination will not prejudice any other rights or remedies of the injured party and shall not affect any rights accrued or obligations arising on or before the date of termination.

10. FORCE MAJEURE

Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for the performance of the affected obligations shall be extended by such period as is reasonable.

11. SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

12. NOTICES

- 12.1. All notices required or permitted to be given under this Agreement shall be in writing and shall be sent by letter, facsimile, email or delivered by hand to the registered office address or such other address as the receiving party may from time to time designate.
- 12.2. Any notice shall be deemed to have been received:
 - 12.2.1. If delivered by hand, on signature of a delivery receipt, or at the time the notice is left at the proper address;
 - 12.2.2. If sent by pre-paid first class post or other next working day delivery service, at 09:00am on the second working day after posting;
 - 12.2.3. If sent by facsimile, or email, at the time the transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 12.2.3, business hours means 09:00am to 5:00pm Monday to Friday on a day that is

not a public holiday in the place of receipt, provided always that the notice is supported by a valid fax transmission report or email server delivery receipt (as the case may be).

12.2.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13. WAIVER

The failure of CMI2i at any time to enforce any provision of this Agreement shall in no way affect its rights thereafter to require complete performance by the Subscriber, nor shall the waiver of any breach of any provision be taken or be held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

14. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by English Law.