

The Lawyer Research Service

Standard Terms and Conditions

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"**Agreement**" means the agreement consisting of these Standard Terms and Conditions, the Order Form and the Statement of Work;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Centaur Background IPRs**" means all Intellectual Property Rights that are owned by or licensed to Centaur and which are or have been developed independently of this Agreement in each case either subsisting in the Content or otherwise necessary or desirable to enable the Client to receive and use the Content;

"**Client Background IPRs**" means all Intellectual Property Rights in the materials, equipment and tools, drawings, specifications and data supplied by the Client to Centaur;

"**Charges**" means the charges that the Client shall pay Centaur for the delivery of the Content;

"**Client**" the party named as such in the Order Form;

"**Client Obligations**" has the meaning set out Clause 3;

"**Confidential Information**" means the terms of this Agreement and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party (the "**Disclosing Party**"), or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party or to one of its Affiliates in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

"**Content**" means the written article, report, research or other text which is produced by Centaur and delivered to the Client under the terms of this Agreement, as set out in the Statement of Work;

"**Content IPRs**" means all Intellectual Property Rights in the Content, other than the Centaur Background IPRs;

"**Control**" means, in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power

to direct or cause the direction of the general management of that entity, and **Controls, Controlled** and **change of Control** shall be construed accordingly;

"Data Protection Legislation" means all applicable laws relating to data protection, the processing of personal data and privacy, including:

- (a) the Data Protection Act 1998;
- (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

"Estimated Delivery Date" means the date by which Centaur estimates it will have completed the Content and submitted it to the Client, subject to the Client complying with the Client Obligations;

"Event of Force Majeure" means any act or event beyond a Party's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks;

"Intellectual Property Rights" means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Licence Scope" means the scope of the licence(s) to be granted by Centaur to the Client under Clause 4 as set out in the Statement of Work;

"Order Form" means the order form provided to the Client by Centaur which specifies the Content to be provided by Centaur to the Client and the commercial terms applicable to the provision of that Content and **"Order"** shall be construed accordingly;

"Party" means Centaur and the Client and "Party" means either of them as applicable;

"Personal Data" shall have the meaning given to it in the Data Protection Legislation as in force from time to time; and

"Statement of Work" means the document accompanying the Order Form which sets out the project specific background to the Content, the report process and the core deliverables to be provided by Centaur.

"subsidiary" has the meaning given in Clause 1.5.

- 1.2 The Clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.11 References to clauses are to the clauses of this Agreement.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Each Order Form when accepted by the Client in accordance with Clause 2.1 shall be subject to these Standard Terms and Conditions and the Statement of Work. In the event of conflict between a clause in these Standard Terms and

Conditions, the Order Form and any document incorporated by reference into this Agreement then the document higher in the order of precedence listed below will prevail in relation to such conflict:

- 1.13.1 the Statement of Work;
- 1.13.2 the clauses in these Standard Terms and Conditions;
- 1.13.3 the Order Form; and
- 1.13.4 any document incorporated by reference.

2. THE COMMISSION

- 2.1 An offer is made by Centaur for a new commission of Content on behalf of the Client when Centaur provides a completed Order Form to the Client. The Client can accept these terms (at which point the Order will become binding) by either: (i) signing the Order Form and emailing a scan of the signed form to Centaur; or (ii) confirming by email that the Client accept the terms of the Order Form and attaching the Order Form to such email.
- 2.2 Centaur shall write or create (as appropriate) the Content for the Client in accordance with the standards and/or specification set out in the Order Form and Statement of Work and with reasonable skill and care. Any requests for revisions must be reasonable (as decided by Centaur) and are limited by the number of rounds of requests as specified in the Statement of Work (if any).
- 2.3 The Content shall be of the style, form and quality specified in the Order Form and/or Statement of Work and otherwise in accordance with good industry practice. Unless otherwise agreed in writing, all reports will be delivered in the house style of the Centaur brand in question.
- 2.4 Subject to Clause 3.2, Centaur shall use reasonable endeavours to deliver the Content to the Client by the Estimated Delivery Date.

3. CLIENT OBLIGATIONS

- 3.1 In order for Centaur to provide the Content, the Client acknowledges and agrees that it is responsible for the following obligations (each and every one a "Client Obligation"):
 - 3.1.1 Where applicable, the Client will provide interviewee lists or survey participants lists at the requests and/or provide approval of the same within the timescales specified in the Statement of Work;
 - 3.1.2 Where the Client requests revisions of the Content under Clause 2.2, all revisions must be clearly communicated to Centaur within the timescales specified in the Statement of Work;; and
 - 3.1.3 The Client will comply with any other obligations specified in the Statement of Work.
 - 3.1.4 The Client will comply with all reasonable requests of Centaur regarding the preparation of the Content in a timely manner.
- 3.2 If the Client fails to comply with any Client Obligation, whether by act or omission, (i) Centaur will not be liable for failing to meet the Estimated

Delivery Date, (ii) the Estimated Delivery Date shall be extended by a time period equivalent to the amount of the delay and (iii) Clause 5.3 shall apply.

4. **OWNERSHIP OF IP**

4.1 Centaur and/or its licensors shall retain ownership of all Centaur Background IPRs and the Client and/or its licensors shall retain ownership of the Client Background IPRs.

4.2 Each party grants to the other party a fully paid-up, worldwide, non-exclusive and royalty-free licence for the duration of this Agreement:

4.2.1 to use the other party's trademarks and branding for the purpose of producing the Content;

4.2.2 for the purpose of producing co-branded reports (where this has been agreed in the Statement of Work); and

4.2.3 for the parties to fulfil their respective rights and obligations under this Agreement.

4.3 All Content IPRs shall be owned by the person specified in the Statement of Work.

4.4 Centaur grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Centaur Background IPRs only for the sole purposes of the Licence Scope.

4.5 Where the Client is to own the Content IPRs under Clause 4.3:

4.5.1 Centaur assigns to the Client, with full title guarantee and free from all third party rights, Centaur's right, title and interest to the Content IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the same.

4.5.2 The Client grants Centaur a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Content IPRs and the Client Background IPRs (i) for the purpose of creating and delivering the Content to the Client, (ii) to use the Content IPRs and the Client Background IPRs for the purpose of promotional and marketing materials and internal training, (iii) where surveys and/or interviews have been carried out by Centaur with the input from third parties, to share such survey results or interview results with those third party participants, (iv) to reference the Content in any materials produced in-house by Centaur, and (v) any other purpose specified in the Statement of Work.

4.5 Where Centaur is to retain ownership of Content IPRs under Clause 4.3:

4.5.3 Centaur grants the Client a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Content IPRs for the purpose of receiving and using the Content for the Licence Scope.

4.6 The Client must not assign, resell or otherwise dispose of its licence granted under Clause 4.5.3 above. The Client shall not:

4.6.1 use the Content to develop or provide, directly or indirectly, a product or service that is competitive with the services provided by

Centaur;

- 4.6.2 use the Content for any unlawful or unauthorised purpose;
 - 4.6.3 to the extent the Content contains Personal Data, use the Content in any way which does not comply with any obligations the Client may have under Data Protection Legislation;
 - 4.6.4 save as permitted by law, modify, decompile or reverse engineer any software supplied by Centaur under this Agreement; or
 - 4.6.5 edit the Content without the prior written consent of Centaur, in its sole discretion, including any images included within the Content (digitally or otherwise).
- 4.7 In respect of Content IPRs and any Centaur Background IPRs used in the Content, the Client will ensure that Centaur is named as 'author' in a reasonably prominent position in the Content.

5. **CHARGES AND PAYMENT**

- 5.1 Unless otherwise stated in the Statement of Work, Centaur will issue to the Client an invoice for the full charges stated in the Statement of Work upon the earlier of Centaur's publication of the Content or Centaur's delivery of the Content to the Client.
- 5.2 Where the Statement of Work states that payments are to be made in instalments, Centaur may issue to the Client an invoice for each stage of the commission that is completed as set out in the Statement of Work.
- 5.3 Where delivery of the Content or a particular stage of the commission, as set out in the Statement of Work, cannot be completed by Centaur due the Client's failure to comply with any Customer Obligations, Centaur may issue an invoice under Clause 5.1 or 5.2 as applicable when such delivery or completion of a stage of the commission would have taken place had it not been for the Client's failure to comply with those customer obligations.
- 5.4 The Client shall pay Centaur the Charges (plus VAT as applicable) in clear funds and in accordance with the instructions set out in the invoice immediately upon receipt by the Client of Centaur's invoice.
- 5.5 Unless otherwise stated, all amounts payable under this Agreement:
 - 5.5.1 are exclusive of value added tax, which shall be paid at the applicable rate at the time of making the relevant payment; and
 - 5.5.2 shall be paid in full, without any set-off, deduction or withholding, to such UK bank account as specified by the Centaur from time to time.

6. **LIABILITY**

- 6.1 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or of its employees while acting in the course of their employment, or any other liability which cannot be excluded by law.

6.2 Subject to Clause 6.1, neither Party shall be liable to the other under this Agreement for any:

6.2.1 loss of profits, business, contracts, anticipated savings, goodwill or revenue; or

6.2.2 any indirect or consequential loss or damage,

howsoever arising out of or in connection with the performance of its obligations under this Agreement or any breach thereof, even if such Party was advised in advance of the possibility of such loss or damage occurring.

6.3 Subject to Clause 6.1, Centaur's maximum aggregate liability to the Client in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with this Agreement shall be limited to a sum equal to 100% of the Charges paid by the Client.

6.4 Save as otherwise set out in these Standard Terms, Centaur does not make any representations or warranties, including without limitation, representations or warranties relating to the timeliness, currency, accuracy, completeness, merchantability or fitness for a particular purpose. Centaur shall not be liable to the Client or to any third party for any loss suffered as a result of any use, interpretation or communication of the Content.

6.5 The provisions of this Clause 6 shall survive the expiry or earlier termination of this Agreement howsoever arising.

7. **FORCE MAJEURE**

7.1 Centaur shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an Event of Force Majeure.

7.2 If an Event of Force Majeure occurs that affects the performance of its obligations under this Agreement:

7.2.1 Centaur shall attempt to contact the Client as soon as reasonably possible to notify it; and

7.2.2 Centaur's obligations under this Agreement shall be suspended and the time for performance of Centaur's obligations shall be extended for the duration of the Event of Force Majeure.

7.3 Either Party may terminate this Agreement if an Event of Force Majeure affects the performance of our obligations under this Agreement for 60 days. If Centaur exercises this right of termination before delivery of the Content, it shall issue a refund of the Charges paid in advance in relation to that Content to the Client.

8. **ASSIGNMENT AND OTHER DEALINGS**

8.1.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

8.1.2 Centaur may assign or transfer any of its rights and obligations under this Agreement.

9. **CONFIDENTIALITY**

9.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by Clause 9.2.

9.2 Each Party may disclose the other Party's Confidential Information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.

9.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

10. **ANNOUNCEMENTS**

Neither Party shall make, or authorise any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. **ENTIRE AGREEMENT**

11.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

12. **COSTS**

Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

13. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14. **WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. **RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. **SEVERANCE**

16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. **NO PARTNERSHIP OR AGENCY**

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

17.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

18. **FURTHER ASSURANCE**

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

19. **NOTICES**

19.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company)

or its principal place of business (in any other case).

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt; or

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20.2 Transmission of the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

21. THIRD PARTY RIGHTS

21.1 Except as expressly provided in Clause 21.2, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

21.2 The Client's obligations under this Agreement (including any representations, warranties and undertakings) are given for the benefit of all Centaur Affiliates. It is intended that all Centaur Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

21.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

22. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the English law.

23. JURISDICTION

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).