

COMPANY INFORMATION

Name	Leesman Limited
Company Number (England)	7202869
Registered Office	Leesman Ltd C/O Ince Gd Corporate Services Limited Aldgate Tower 2 Leman Street London E1 8QN GB 990 4410 20
Directors	Tim Oldman (CEO) Allison English (Deputy CEO) Annie Leeson Divyang Mistry
VAT Registration Number	GB 990 4410 20
Telephone	+44 (0)20 3239 5980
Email-general	info@leesmanindex.com
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Bank details	HSBC Bank Plc, 90 Baker Street, London W1U 6AX Name: Leesman Ltd, Sort: 40-01-06, Account: 52486458 IBAN: GB20HBUK40010652486458, IBAN BIC: HBUKGB4105F
Accountants	Sanders, 1 Bickenhall Mansions, Bickenhall Street, London, W1U 6BP
Solicitors	Bracher Rawlins LLP, 77 Kingsway, London WC2B 6SR
Insurers:	Hiscox Insurance Company Limited Public & Products Liability: £2,000,000 (\$2,700,000) Employers Liability: £10,000,000 (\$13,500,000) Cyber & Data: £1,000,000 (\$1,350,000)

TERMS AND CONDITIONS

1. Introduction and interpretation

1.1 These terms and conditions (the "**Agreement**") govern the use and operation of the Leesman Index (as defined below), all data and information generated or connected to the Leesman Index and the provision of all related services (together the "**Services**") by Leesman Limited, a company registered in England Wales with company number 7202869 whose registered office is at 1 Bickenhall Street, Bickenhall Mansions, London, W1U 6BP (the "**Company**"). This Agreement shall apply to the total exclusion of any terms and conditions which may be provided by any person or company who instructs the Company to provide the Services (the "**Customer**") and any agent or other entity acting on its behalf engaged in the set-up, implementation or operation of the Services ("**Agent**"), or any terms which are otherwise implied by trade, custom, practice or course of dealing.

1.2 In this Agreement:

1.2.1 "**Leesman Index**" means the Company's proprietary method for assessing employees' satisfaction with their work environment; and

1.2.2 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following those terms shall not limit the sense of the words preceding those terms.

1.3 The Customer hereby warrants, represents and undertakes that it shall ensure that its Agents, directors, employees, contractors and representatives fully comply with its obligations under this Agreement. The Customer acknowledges and agrees that it shall be liable for any act or omission of any such Agent, director, employee, contractor or representative which is in breach of this Agreement.

2. Performance of services and payment

2.1 Each party warrants and represents that:

2.1.1 it has the capacity to enter this Agreement; and

2.1.2 in exercising its rights and carrying out its obligations under this Agreement, it shall comply with all applicable laws, including the Data Protection Act 1998.

2.2 Subject to and in consideration of the payment by the Customer of the fee specified by the Company in writing (the "**Fee**"), the Company shall perform those Services as expressly identified by the Company in writing (the "**Agreed Services**").

2.3 The Fee is stated as being exclusive of VAT which shall be payable, if applicable, by the Customer in addition. The Customer acknowledges and agrees that the Company shall provide an invoice for the entirety of the Fee immediately following the engagement of the Company to provide the Services, which shall be in advance of its performance of the Agreed Services. The

Customer shall pay all invoices relating to the Fee in full, without deduction or set-off, in advance of the performance by the Company of the Agreed Services and in any event within 14 days of the date of the relevant invoice.

- 2.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company any amount of the Fee on the due date, the Company may in its sole discretion:
- 2.4.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after the date(s) of any judgment; and/or
- 2.4.2 suspend or refuse the provision of the Services until payment has been made in full.
- 2.5 In the event that the Customer requests that the Company perform any services additional to the Agreed Services, the Customer agrees that it shall pay for such additional services in accordance with the Company's published rates from time to time.

3. **Term and termination**

- 3.1 This Agreement shall commence on the earlier of: (i) such date as notified by the Company to the Customer; or (ii) the date on which access to or use of the Services by the Customer or any Agent commences (such earlier date to be the "**Commencement Date**"). Except where otherwise agreed between the parties, this Agreement shall automatically expire on the second anniversary of the Commencement Date.
- 3.2 Except where otherwise agreed between the parties, the Customer shall facilitate, and the Company shall commence, the performance of the Agreed Services within one week of payment of the Fee. For the period between the Commencement Date and the first anniversary of the Commencement Date, the Company shall provide online access to the Customer's anonymised survey results and/or analysis (when these are available) which form part of the Agreed Services.
- 3.3 Without prejudice to its other rights and remedies, the Company may terminate this Agreement immediately upon written notice to the Customer if:
- 3.3.1 the Customer commits a material breach of any of this Agreement and (if such breach is remediable) fails to remedy that breach within 5 working days of written notice of such breach;
- 3.3.2 the Customer enters into and/or itself applies for, and/or calls meetings of members and/or creditors with a view to one or more of a moratorium, administration, liquidation (of any kind, including provisional), or composition and/or arrangement (whether under deed or otherwise) with creditors and/or has any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (in each case to include similar events under the laws of other countries); or
- 3.3.3 the Company reasonably suspects that the Customer has breached any of its obligations under clauses 4.1 or 4.2 below.

4. Confidentiality and intellectual property rights

- 4.1 The Customer acknowledges and agrees that the provision of the Services by the Company will involve the receipt by the Customer and, if applicable by its Agents, of confidential survey information and questionnaires, anonymised employee data and related documents and that all such information, data and documentation shall be treated as Confidential Information (as defined in clause 4.2). The Customer agrees to treat any and all Confidential Information in strict confidence in accordance with the provisions of this clause 4, and that all such provisions shall apply during the provision of the Services by the Company and thereafter without limitation. The Customer shall ensure that all of its employees, Agents and representatives comply with all of the Customer's obligations under clause 4.2.
- 4.2 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information, data or documents of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of the performance by the Company of the Services and which is of a confidential nature ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights in accordance with this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:
- 4.2.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party;
- 4.2.2 which comes into the public domain otherwise than through the default or negligence of the receiving party; or
- 4.2.3 which the receiving party is required to disclose by law or applicable regulatory authority.
- 4.3 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.
- 4.4 The provisions of clauses 4.1, 4.2, 4.3 and 6.5 shall continue in force notwithstanding termination or expiry of this Agreement.
- 4.5 The Customer acknowledges and agrees that all intellectual property rights (including copyright and database rights) in any survey, database or documentation compiled or provided by the Company to the Customer from time to time (including in the format, content and look and feel of any such survey, database or documentation) are owned exclusively by the Company (or its licensors as the case may be).
- 4.6 Notwithstanding the provisions of clause 4.2 above, the Customer acknowledges and agrees that the Company shall be entitled to use, publish, sell and/or license any and all data and information compiled or received by the Company in connection with the Services PROVIDED ALWAYS that in the publication or disclosure of such data and/or information to third parties the Company ensures that the identity of the Customer and the Customer's employees or its other participants in any survey is anonymised. For the purposes of this clause 4.6, "third parties" shall not include Agents.
- 4.7 The Customer agrees that it shall not make any press release or public announcement in respect of the Services (including the results of any survey or analysis) without the prior written agreement of the Company.

5. **Username and/or passwords**

- 5.1 From time to time, the Company may provide the Customer and its Agents (as nominated by the Customer in writing from time to time) with usernames and/or passwords to access survey data and other information related to the Services which the Company may make accessible online. The Customer warrants, represents and undertakes that it shall treat any usernames and/or passwords as Confidential Information and shall use such usernames and/or passwords strictly in accordance with the Company's written instructions from time to time. The Customer acknowledges and agrees that it is fully responsible and liable for the use of all usernames and/or passwords by its employees and Agents and, in accordance with clause 4.3, shall notify the Company immediately upon any unauthorised disclosure (or suspected unauthorised disclosure) of such usernames and/or passwords.

6. **Limitation of Liability and indemnity**

- 6.1 In respect of the provision of the Services, neither the Company nor any of its respective agents shall be liable to the Customer or its employees or Agents in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, data, reputation or business opportunity or for any indirect, incidental, special or consequential loss arising in respect of the provision of the Services (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).
- 6.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with the Services shall be limited to the total Fee paid by the Customer in respect of the Services in the relevant year in which such liability first arises.
- 6.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 6.4 Nothing in this Agreement purports to exclude or limit the Company's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.
- 6.5 The Customer shall on demand indemnify and keep indemnified the Company against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Company, its group companies, its (or their) employees, agents or contractors arising directly or indirectly from the Customer's failure to perform or delay in the performance of any of its obligations under this Agreement and/or from the Customer's fraud or negligence.

7. **Force majeure**

- 7.1 Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond that party's reasonable control (including but not limited to fire, flood, explosion, epidemic, riot, civil commotion, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, industrial action, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the Commencement Date). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other party of the nature and extent of the circumstances in question as soon as practicable and shall take all reasonable steps necessary to bring the event of force majeure to a close or to find a solution by which its obligations under this Agreement may be performed despite the event of force majeure. Either party may terminate

this Agreement immediately upon written notice if either party has been unable to perform its obligations under this Agreement for 60 days or longer.

8. General

- 8.1 This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersede all previous agreements, arrangements, undertakings or proposals (whether written or oral) concerning its subject matter. The parties acknowledge and agree that, save as expressly set out herein, neither party has relied upon any statement or representation in respect of the provision of the Services.
- 8.2 No waiver by the Company of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless agreed in writing by the Company.
- 8.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 8.4 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 8.5 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 8.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of this Agreement, but this clause 8.6 does not affect a right or remedy of a third party which exists or is available apart from that Act.
- 8.7 Unless otherwise notified by the Company to the Customer in writing, notices given under this Agreement to the Company shall be in writing sent for the attention of the Finance Director at Leesman Limited, 1 Bickenhall Mansions, Bickenhall Street, London, W1U 6BP. Notices given under this Agreement to the Customer shall be in writing, sent to such address as the Customer may notify to the Company from time to time. Each notice shall be delivered personally or sent by pre-paid, first-class post. Where given by first class post, such notice will be deemed to have been served two days after posting and proof that the envelope contained the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notice given in person shall be deemed to be served immediately.
- 8.8 This Agreement, its subject matter and formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

9. **Definitions**

9.1 Customer:

Client Name of Full Client Address

9.2 Agreed Services:

a) Deployment of Leesman Index Standard Survey

9.3 Fee:

a) £x,xxx + VAT

9.4 Commencement Date:

a) Proposed launch date TBC

Signed by:

Andrew Guy (Head of Finance)

For and on behalf of

LEESMAN LIMITED

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Dated:

Signed by:

Name:

For and on behalf of

CUSTOMER:

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Dated: