

**TERMS AND CONDITIONS: MEMBERSHIP SUBSCRIPTION FORM**

These Terms and Conditions, along with the Membership Subscription Form (in which they are referenced), form the agreement between the Member and ECN regarding your Membership in the Economist Corporate Network ("**Agreement**"). These Terms and Conditions refer to words defined herein or in the Membership Subscription Form. Use of the Economist Corporate Network website at [www.corporatenetwork.com](http://www.corporatenetwork.com) (the "**Website**") is also subject to the website terms and conditions provided at [www.corporatenetwork.com/terms-and-conditions](http://www.corporatenetwork.com/terms-and-conditions).

**1. Term**

- 1.1 Subject to the following provisions: (i) this Agreement will continue for the Term specified in the Membership Subscription Form and will automatically renew for successive twelve month periods unless; (i) either party gives the other party not less than 90 days written notice of its intention to terminate prior to the renewal date of any given term, in which case, the Agreement will expire on such renewal date or, (ii) the Member give ECN written notice of termination within 30 days of receipt of an Annual Membership Fee increase; in which case, this Agreement will expire on the relevant renewal date.
- 1.2 Either party may terminate this Agreement in the event the other party breaches a material provision of this Agreement and fails to cure such breach within 30 days after receipt of written notice of such breach; in which case, the such party will have the right to terminate this Agreement immediately by giving written notice to the party in breach.
- 1.3 These rights of termination are in addition to all other rights or remedies of the parties provided in this Agreement or by law.

**2. Annual Membership Fee**

ECN will invoice the Member for the Annual Membership Fee in advance of commencement of the Membership. The Annual Membership Fee is subject to periodic adjustment upon prior notice given by ECN to the Member. All fees expressed herein are exclusive of sales tax, value added tax, withholding tax or any other taxes and duties which, if applicable, will be charged to the Member in addition to the Annual Membership Fee. Payment is due within 30 days of the invoice date. Payments made after the due date may be subject to payment of interest at a rate equal to the lesser of the base rate + 4% or the maximum allowed by law.

**3. Intellectual Property**

- 3.1 All other intellectual property rights in and to any materials or data available on the Website or supplied in connection with the Membership is owned exclusively by ECN or its affiliates.
- 3.2 The Member may, on an occasional and irregular basis, use insubstantial portions of the research and data available within the *Data and Analysis* section of the Website ("**Analysis**") in memoranda, reports and presentations. The Member will display the following disclaimer and copyright notices whenever Analysis is accessed or distributed:
  - (i) copyright notice: "© [year of first publication] Economist Corporate Network. All rights reserved."
  - (ii) disclaimer: "Neither The Economist Intelligence Unit Limited nor its affiliates can accept any responsibility or liability for reliance by any person on this information."
- 3.3 Other than the Analysis, all research, reports, data, presentation materials and any other materials provided in relation to the Membership ("**ECN Materials**") may only be used by the Member on an internal basis and solely for its own ordinary business purposes (which, for the avoidance of any doubt, precludes hosting the ECN Materials (or extracts from it) on the Member's corporate intranet site or any other internal or external website and precludes the distribution and/or disclosure of the ECN Materials to any third party and/or hosting on the Member's corporate intranet).

**4. Confidential Information**

- 4.1 The Member acknowledges that during its Membership, it may obtain confidential or proprietary information of ECN or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto, such information will be held in strict confidence and will not be disclosed by the Member without the prior written consent of ECN. This provision does not apply to information: (i) in the public domain (through no fault of the Member), or (ii) developed independently by the Member (without reliance on the information). Breach of this provision may result in, without limitation, forfeiture of Membership without refund of any part of the Annual Membership Fee.
- 4.2 The use and disclosure of lists containing personal information are regulated by data protection laws and such information is also subject to obligations of confidentiality. ECN does not accept any obligation to supply the Member with any lists or other contact details. The Member agrees to comply with all applicable data protection and privacy laws and regulations (including, without limitation, the UK's Data Protection Act 1998 as amended from time to time and any other similar applicable laws in other jurisdictions) and best practices relating to personal information obtained in conjunction with its Membership with Economist Corporate Network and any conditions imposed by ECN in relation to such information and all information accessible from the Website. The Member agrees to indemnify and hold ECN and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by ECN and/or any of its affiliates arising out of or related to a breach of this clause 4 and/or misuse of any personal information. The Member further agrees that all member information available on the Website will be used only for its own networking purposes and will not be disclosed to any third party.

**5. Warranties, Limitation of Liability and Membership**

- 5.1 ECN gives no warranties in respect of the Membership Entitlements, nor any aspect of the Membership, and to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Other than to the extent required as a matter of law: (i) neither ECN nor its affiliates will be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the use of (or failure to use) or reliance on the Membership Entitlements including, but not limited to, any research and other information supplied by ECN (on the Website or otherwise) and any aspect of the Membership or in connection with this Agreement; and (ii) the maximum aggregate liability of ECN for any claim in any way connected therewith or this Agreement whether in contract, tort or otherwise (including any negligent act or omission) will be limited to the amount paid by Member to ECN under this Agreement in the preceding twelve-month period.
- 5.2 Neither ECN nor its affiliates can accept any responsibility or liability for reliance by Member (or any person) on the information presented in connection with the Membership (including, but not limited to, Membership Entitlements, Website or that of other members of the Economist Corporate Network).
- 5.3 ECN reserves the right to make changes to the Economist Corporate Network and any Membership Entitlements at any time at its discretion.

**6. Miscellaneous**

The parties agree that: (i) nothing in this Agreement will imply any partnership, agency or joint venture relationship between the parties; (ii) for the purposes of this Agreement, each party is acting solely as an independent contractor and has no power or authority to represent or bind the other party; (iii) "Economist Corporate Network" is a trade mark of The Economist Intelligence Unit Limited and nothing in this Agreement will be deemed to vest in the Member any rights in the trademarks of The Economist Intelligence Unit Limited or its affiliates; (iv) the provisions of this Agreement, in so far as they have not been performed, will remain in full force and effect notwithstanding expiry of Membership; (v) except as expressly set out in this Agreement, no other rights or privileges are offered or implied in connection with the

Membership; (vi) the parties will bear their own costs and expenses relating to the membership, except as expressly set out in this Agreement; (vii) nothing in this Agreement will prevent or restrict ECN from providing services to any party, including but not limited to services the same as or similar to those outlined in this Agreement; (viii) each party will and will use all reasonable endeavours to procure that any necessary third party will execute such documents and perform such acts or do such things as may reasonably be required for the purpose of giving full effect to this Agreement; (ix) this Agreement constitutes the entire agreement between the parties and supersedes any and all understandings, whether oral or written, between the parties (and any preprinted forms or other terms provided by Member), with respect to the subject matter hereof; (x) in the event of a conflict between this Agreement and any other terms, this Agreement will prevail.

7. **Meetings**

Subject to the Membership Entitlements included, ECN will invite a certain number of the Member's nominated employees (its "**Delegates**") to the group meetings of the Economist Corporate Network, as indicated in the Membership Subscription Form. ECN does not give any guarantee about the schedule of a meeting, the programme, the topics discussed, the speakers, the attendees or the number of attendees. ECN will not be liable for any loss or damage arising from any change in such programme or the involvement of particular speakers or attendees, or from the cancellation of or any change in the date or venue for any meeting, for whatever reason. ECN reserves the right to ensure the appropriate profile and seniority of delegates is maintained by discouraging or refusing entry to any person at their absolute discretion. ECN will have full and sole editorial control over all meetings. The Member may substitute the nominated Delegates at its discretion if it notifies ECN of any changes to these Delegates prior to their attendance of any meeting. For the avoidance of any doubt the Member is responsible for all of its expenses (including, but not limited to, Delegate travel expenses) arising in connection with any meeting.

8. **Member's Materials**

The Member is solely responsible for any liability arising out of the publication of its own materials (the "**Member Materials**") by ECN (on the Website or otherwise). The Member represents and warrants that: (i) any and all Member Materials do not contravene the rights of any third party including, but not limited to, infringement of any intellectual property rights; (ii) the use of the member Materials does not violate applicable laws, regulations or rights of third parties; and (iii) it holds the necessary rights to permit the publication of the Member Materials. The Member agrees to indemnify and hold ECN and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by ECN and/or any of its affiliates arising out of or related to a breach of any of these representations and warranties or otherwise incurred, directly or indirectly, as a result of the publication of the Member Materials. Publication of any Member Materials does not constitute acceptance by ECN that the Member Materials conform to the requirements in this clause and ECN has a continuing right to require the Member to change or modify the Member Materials to the extent it deems necessary to conform to such requirements. ECN reserves the right to refuse publication of and withdraw Member Materials from the Website (or any other location where those Materials are located), without liability to the Member, which fail to conform to the requirements above or which ECN deems to be inappropriate for or unsuited to the editorial policies of The Economist Group. To the fullest extent permitted by law, ECN will not be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to any Member Materials or this Agreement or any error in the Member Materials or the failure of the Member Materials to appear on the Website (or otherwise) from any cause whatsoever.