

GENERAL TERMS AND CONDITIONS ("GTCs")

1. **FORMATION OF CONTRACT.** These GTCs electronically published at <http://policy.mims.com/resource>, as amended, set out the standard terms on which any company and/or associated company belonging to the MIMS group of companies performs any Services and unless otherwise agreed in writing, apply to all offers made by MIMS, any agreement concluded by MIMS, and all general business undertakings, advice, and/or services provided by MIMS to a Client or third party. Acknowledgment by MIMS of a purchase order issued by the Client shall not constitute a binding contract between the parties. Any Client terms and conditions attached together with the purchase order shall not be applicable and will be rendered null and void.
2. **DEFINITIONS.** In these GTCs, the following words and expressions shall have the following meanings, save where the context otherwise requires:

"Agreement" means any agreement governing the relationship between MIMS and Client (in descending order of priority): (a) any written contract agreed between MIMS and Client; (b) an Order (which may include Special Conditions); (c) these GTCs; and/or (d) any correspondence by post, fax, mobile devices and any applications contained thereon, or email between the MIMS and Client.

"Background Intellectual Property" means Intellectual Property to the Services and already owned by the party on the commencement of the Agreement, or Intellectual Property created outside of the Agreement after its commencement;

"Client" means the party to whom MIMS' offer is addressed and/or the party entering into the Agreement with MIMS, and/or the party to whom MIMS shall provide the Services pursuant to the Agreement;

"Intellectual Property" means patents (including patent applications, reissues, divisions, continuations and extensions), utility models, copyrights, trade secrets, trademarks, service marks, mask work rights, and any other form of intellectual property which protection of rights is afforded by law, under the laws of any jurisdiction or bi-lateral or multi-lateral international treaty regime;

"MIMS" means the MIMS entity referred to in the Agreement;

"Order" means the Service Order, Project Order, Insertion Order, or any business proposal provided by MIMS to Client;

"Services" means any services provided or to be provided by MIMS to Client pursuant to the Agreement and/or all general business undertakings, advice, information or services by MIMS to Client, whether gratuitous or not; and

"Special Conditions" means special terms and conditions in relation to a specific Service that may be stipulated in an Order.
3. **TERM.** The Services shall commence and be completed in accordance with the period stated in the Agreement. In the event that Client requests additional services, the scope of services and duration of the Agreement may be amended by mutual agreement of MIMS and Client.
4. **CLIENT'S OBLIGATIONS**
 - 4.1 Client shall: (a) co-operate with MIMS in all matters relating to the Services; and (b) provide, in a timely manner, such information/materials as MIMS require.
 - 4.2 Client represents and warrants that: (a) it has the full capacity and authority to enter into this Agreement; (b) grant any consents and authorisations under this Agreement; (c) all Client's materials provided to MIMS are updated, complete, true and accurate information in all material aspects; and (d) comply with all applicable advertising regulations, where necessary.
 - 4.3 Unless otherwise agreed in writing, MIMS shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfillment of Client's instruction (including but not limited to booking of event halls and airplane tickets). The Client acknowledges that when MIMS, as agent for and on behalf of Client, concludes any agreement with a third party, such agreement is concluded between the Client and the third party.
 - 4.4 Client shall indemnify and hold harmless MIMS and its affiliated companies and their shareholders, directors, officers, employees, licensees, against and from any and all claims or demands, causes of action, judgments, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) that result from (a) the breach of any of Client's warranties, representations or agreements in accordance with these GTCs; (b) infringement of a third party's rights (including any Intellectual Property rights in accordance with clause 5.4) arising out of, or in connection with, the receipt or use of Client materials by MIMS; or (c) MIMS carrying out Client's express or implied instructions or their implementation by or on behalf of.
5. **INTELLECTUAL PROPERTY**
 - 5.1 Each party retains its rights in its Background Intellectual Property. Save and except as expressly provided in this Agreement, nothing in this Agreement shall be construed as granting by one party of any rights under any Intellectual Property owned by it, or to its confidential information, to the other party.
 - 5.2 MIMS shall be deemed the sole owner of any Intellectual Property conceived, created, performed or produced in the performance by MIMS of the Services or arising out of the Agreement and all Intellectual Property rights related thereto. The parties may agree to an alternative arrangement in the Special Conditions of an Order.
 - 5.3 MIMS grants Client, or shall procure the direct grant to Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy MIMS Intellectual Property rights for the purpose of receiving and using the Services and the deliverables in Client's business during the term of the Agreement.
 - 5.4 Client grants MIMS a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify Client materials for the term of the Agreement for the purpose of providing the Services to Client in accordance with the Agreement. Client warrants that all information, data and material disclosed or provided to MIMS under the Agreement shall not infringe upon, misappropriate or otherwise violate any Intellectual Property rights of any third party.
6. **PAYMENT.** Unless otherwise specified, payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date. On any past due invoices, MIMS may charge interest from the payment due date to the date of payment at the rate of two percent per month (or the applicable statutorily mandated rate if the rate provided herein is deemed excessive), plus reasonable attorney fees and collection costs.
7. **CANCELLATION.** No cancellation of Order is permitted unless otherwise stated in the Order.
8. **LIMITATION OF LIABILITY.**
 - 8.1 Notwithstanding any other provision herein, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
 - 8.2 Notwithstanding anything else contained in the Agreement to the contrary, MIMS' total liability to Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to the fees paid by Client to MIMS for the Order giving rise to such liability.
 - 8.3 Nothing in the Agreement shall limit or exclude MIMS' liability for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.
9. **TERMINATION.** MIMS may terminate this Agreement at any time by giving Client not less than 30 days' advance written notice. Either party may terminate the Agreement immediately for cause by giving written notice to the other party in the event the other party: (a) becomes insolvent or bankrupt; (b) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business. Termination of an Order will not automatically terminate this Agreement. In the event of termination under this clause, Client shall pay MIMS for all Services completed and a pro-rata portion of uncompleted Services based on the percentage of work completed.
10. **ADVERTISING.** Neither party shall use the name, trademarks, trade names or logos of the other, for any purpose whatsoever, including as a commercial reference, without the other's prior written consent.
11. **CONFIDENTIALITY.** If either party receives from the other party written information marked "Confidential" and/or "Proprietary," the receiving party agrees not to use such information except in the performance of the Agreement, and to treat such information in the same manner as it treats its own confidential information. The obligation to keep information confidential shall not apply to any such information that has been disclosed in publicly available sources; is, through no fault of the party receiving the confidential information, disclosed in a publicly available source; is in the rightful possession of the party receiving the confidential information without an obligation of confidentiality; or is required to be disclosed by operation of law. Except as otherwise provided herein, the obligation not to disclose shall be for a period of five years after the disclosure of the confidential information.
12. **GENERAL**
 - 12.1 The person signing this Agreement hereby warrants that he or she has the legal authority to execute this Agreement on behalf of the Client, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the Client's entity. MIMS is fully entitled to rely on this warranty and representation in entering into this Agreement.
 - 12.2 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
 - 12.3 Client shall not assign its rights or delegate any of its duties or obligations hereunder. MIMS may assign any of its rights and obligations to any other party to the extent permitted by law.
 - 12.4 Client and MIMS agree to comply with applicable laws and regulations.
 - 12.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. No alteration to or variation of this Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.
 - 12.6 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
 - 12.7 The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the MIMS entity that is party to the Agreement is domiciled, without regard to the choice of law principles. Client agrees that any legal action or proceedings arising out of or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the courts of the country in which the MIMS entity that is party to the Agreement is domiciled.
 - 12.8 These GTCs have been drawn up in English and in other languages. In the event of any differences in content, the English text shall govern.