

SELECTSCIENCE LIMITED STANDARD TERMS AND CONDITIONS OF BUSINESS (the "Terms")

- (A) These Terms are attached to the Advertiser's Media Agreement between SelectScience Limited ("**SelectScience**") and the Sponsor. The Advertiser's Media Agreement and these Terms together are referred to as the "**Agreement**".
- (B) SelectScience has established websites (the "**SelectScience Site**") at www.selectscience.net and www.thescientistschannel.com which have been targeted specifically at the applied chemistry, life science and clinical industries.
- (C) The Sponsor presently manufactures or distributes products designed for these industries (the "**Products**") which it wishes to be advertised on the SelectScience Site for access to users of the World Wide Web ("**Users**").
- (D) SelectScience is providing the opportunity for Sponsors to advertise their Products on the SelectScience Site on the conditions set out in the Agreement (the "**Services**").

1 Term

- 1.1 The Agreement shall commence on the date set out in the Advertiser's Media Agreement ("**Commencement Date**") and shall continue for a period of twelve months (or such other period as set out in the Advertiser's Media Agreement) ("**Initial Term**"). SelectScience may extend the Agreement beyond the Initial Term for such other period or periods as the parties may agree (each such extension being the "**Extension Period**") (the Initial Term and the Extension Period, taken together, the "**Term**").
- 1.2 If SelectScience wishes to extend the Agreement, it shall give the Sponsor at least one month's written notice of such intention before the expiry of the Initial Term or Extension Period. If SelectScience gives such notice and the Sponsor agrees in writing then the Term shall be extended by the period set out in the notice.

If SelectScience does not wish to extend the Agreement beyond the Initial Term the Agreement shall expire on the expiry of the Initial Term and the provisions of clause 13 shall apply.

2 Sponsorship Campaigns and Fees

- 2.1 SelectScience offers different levels of sponsorship campaigns, each with detailed privileges. The level of sponsorship campaign selected by the Sponsor shall be confirmed in the Advertiser's Media Agreement.

- 2.2 The fee ("**Fee**") charged for the selected sponsorship campaign shall be confirmed in the Advertiser's Media Agreement.
- 2.3 SelectScience may request payment in full for the Services prior to the provision of the Services to the Sponsor. In all cases, unless stated otherwise in the Advertiser's Media Agreement, payment must be made within 14 days of the date of an invoice and SelectScience shall be under no obligation to commence providing the Services prior to receiving payment in cleared funds.
- 2.4 The Sponsor shall pay SelectScience all expenses which have been approved in advance by the Sponsor and which have been reasonably and properly incurred by SelectScience in the delivery of the Services.
- 2.5 Unless otherwise agreed in writing payments shall be in pound (£) sterling.
- 2.6 All prices quoted shall be exclusive of VAT. Where VAT is applicable, if the rate of VAT changes between the Commencement Date and the date on which SelectScience delivers the Services, SelectScience will adjust the rate of VAT that the Sponsor pays.
- 2.7 If the Sponsor fails to pay any amount under the Agreement by the due date, it shall pay interest on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of 8% per annum above the base lending rate of the Bank of England, which shall accrue on a daily basis. The Sponsor must pay SelectScience interest together with any overdue amount. The Sponsor shall also pay such other sums as it may be required to pay (including compensation and any legal costs incurred by SelectScience in connection with pursuing the overdue amount).
- 2.8 Subject to clause 2.6, unless otherwise agreed between the parties, the Fee charged in respect of each sponsorship campaign shall remain fixed for the duration of the campaign, provided always that SelectScience reserves the right to serve notice to increase the Fees in respect of any Extension Period, any such Fee increase to take effect at the start of the Extension Period.
- 2.9 Where the Sponsor requests and SelectScience agrees to provide services over and above the Services ("**Additional Services**"), the parties shall agree the costs ("**Additional Fee**") for those Additional Services and the Sponsor shall pay such Additional Fees in accordance with the terms of this Agreement.

3 The Sponsor's Role

- 3.1 The Sponsor shall provide SelectScience with such Products and Product information ("**Sponsor Material**") as detailed in the Advertiser's Media Agreement and the Sponsor shall configure the Sponsor Material so as to enable SelectScience to post the Sponsor Material on the SelectScience Site without further material modifications being required.

- 3.2 The Sponsor grants SelectScience a fully paid-up, non-exclusive, royalty-free, non-transferable, perpetual licence to copy and modify any Sponsor Materials provided by the Sponsor to SelectScience for the Term for the purpose of providing the Services, in accordance with the terms of the Agreement.
- 3.3 The Sponsor shall:
- 3.3.1 continually review the Sponsor Material and in particular shall ensure that insofar as is reasonably possible all products are available for order by Users at all times;
 - 3.3.2 ensure that all information relating to the Products is true and accurate in all respects and not misleading;
 - 3.3.3 ensure that all Sponsor Material is free from viruses and other faults that might adversely affect the SelectScience Site;
 - 3.3.4 provide Users with access to all improvements to the Products when the Sponsor makes or acquires them;
 - 3.3.5 diligently review the Products and content and warrant and represent that SelectScience's use of any third party Intellectual Property Rights (as defined in clause 11 which have been incorporated by the Sponsor into the Products does not contravene or infringe any Intellectual Property Rights or other rights of a third party and the Sponsor further acknowledges that SelectScience's use of the Intellectual Property Rights in the Services is based on SelectScience's reliance on this warranty given by the Sponsor;
 - 3.3.6 indemnify SelectScience against all liabilities, costs, expenses, damages and losses suffered or incurred by SelectScience arising out of any claim made against SelectScience for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the provision of the Services and SelectScience reserves the right to remove Sponsor Material at any time where the SelectScience reasonably considers it may be in breach (provided always that the Sponsor shall continue to pay the fees during any such period);
 - 3.3.7 throughout the duration of the Advertiser's Media Agreement, and subject to the provisions of clause 11:
 - (a) prominently display on the Sponsor's website, social media pages, exhibition booths, and any other media as agreed between the parties, the SelectScience or the Scientists' Channel logo directly next to Products and content. Content includes but is not limited to product reviews, videos, articles, webinars and downloadable articles; and

(b) acknowledge SelectScience as the online service provider;

3.3.8 ensure that the Sponsor Material complies in all respects with the Website Acceptable Use Policy;

3.3.9 manage all billing and customer service support for the Products and enter into direct contracts with Users in respect of its Products and shall not make or enter into any contracts or commitments or incur any liability for or on behalf of SelectScience in respect of the Services. Further, the Sponsor shall not hold itself out to be acting on behalf of SelectScience;

3.3.10 ensure that all Sponsor Material complies fully with all relevant consumer and other legislation or other laws or regulations in any relevant jurisdiction; and

3.3.11 ensure that all images supplied for publication have a licence for usage on the SelectScience Site.

4 **SelectScience's Role**

4.1 SelectScience shall:

4.1.1 use all reasonable endeavours to ensure that capacity on the SelectScience server is sufficient to meet demand;

4.1.2 provide line access and bandwidth to the SelectScience server, and use all reasonable endeavours to ensure internet security, "firewalls" and encryption protocols are in place. Under no circumstances shall SelectScience or its suppliers be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, non-performance of third parties or governmental actions.

5 **Data Protection**

5.1 For the purposes of this clause 5, the following definitions shall apply:

5.1.1 **Data Protection Law:**

(a) The Data Protection Act 2018, the GDPR, any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation;

(b) any guidance, codes of practice or instruction issued by the ICO (or any other relevant supervisory authority) from time to time;

- (c) any replacement to, addition to, or amendment of, any of the foregoing including any national laws or regulations constituting a replacement or successor data protection regime to that governed by the GDPR; and
- (d) any other applicable laws concerning data protection, confidentiality or privacy which may come into force from time to time in any relevant jurisdiction.

5.1.2 **Controller:** as defined under any Data Protection Law.

5.1.3 **GDPR:** Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, otherwise known as the General Data Protection Regulation.

5.1.4 **Personal Data:** Any information which falls under the definition of "personal data" under Data Protection Law.

5.1.5 **PECR:** shall mean the Privacy and Electronic Communications Regulations 2003 (SI 2003/2425)

5.2 Each party shall be responsible for their own compliance with any and all applicable Data Protection Law.

5.3 Each party shall be a separate data Controller in respect of any Personal Data that is shared pursuant to the Agreement.

5.4 SelectScience shall ensure that all leads generated can be used by the Sponsor for the purposes of contacting individuals at corporations about similar products and services provided by the Sponsor. Please refer to the SelectScience [GDPR statement here](#).

5.5 Where the Sponsor uses Personal Data for any other purpose outside of that set out in clause 5.4, SelectScience shall not be liable to the Sponsor for any breach of Data Protection Law or PECR by the Sponsor.

5.6 If SelectScience receives any communication from a User that relates to the use of their Personal Data by the Sponsor, that communication shall be passed to the Sponsor as soon as reasonably practicable.

6 All Services

6.1 Dates for Services provided by SelectScience shall be as agreed between the parties and as set out in the Advertiser's Media Agreement or as otherwise agreed in writing between the parties, provided always that:

- 6.1.1 SelectScience shall determine and, where required, edit the relevant audience for the Product selected by the Sponsor;
- 6.1.2 proof and approval in respect of the Services shall be in accordance with the copy and approval deadlines set out below:

Service	Copy Deadline (Sponsor Materials to be sent by the Sponsor to SelectScience)	Approval Deadline (Service to be approved in writing by the Sponsor to SelectScience)
Product Listings	30 days from the date the Sponsor receives the product listing document	N/A
Editorial Newswire Email	12 working days prior to send date	4 working days prior to send date
Editorial Feature	12 working days prior to send date Customer names for article required 30 working days prior to feature month (Premier only)	4 working days prior to send date 7 working days prior to send date for customer articles (Premier only)
Pre-Show Email (Show Media Coverage)	12 working days prior to send date	4 working days prior to send date
Post-Show Email (Show Media Coverage)	N/A	4 working days prior to send date

Article production	Interviewee/customer details required minimum 30 days prior to publish date	Within 5 working days of receiving the draft
Video production	Interviewee/customer details and filming dates confirmed minimum 90 days prior to publish date	Within 5 working days of receiving the draft (unless video edits are known to be required)
Exclusive Email	12 working days prior to send date	4 working days prior to send date
Market Research Survey	Questions to be submitted a minimum of three weeks prior to send date	4 working days prior to send date
Webinar	Materials required 7 weeks before event	Registration page needs approval 2 working days prior to first promotion date
'How to Buy' eBook	Product information required 12 weeks prior to publication date Banner copy required two weeks prior to publication date	7 working days before publication date
Application eBook	Application content for eBook required 12 weeks prior to publication date	7 working days prior to publication date
Banner	2 weeks prior to publication date	4 working days prior to publication date (advertorial banners only)

- 6.1.3 where the Sponsor provides the proof outside the agreed deadlines, this may result in that Service being forfeited from the Sponsor's campaign, without any recourse to refunds or rebooking and SelectScience reserves the right to place relevant copy should the Sponsor forfeit the copy deadline.
- 6.2 Subject to the provisions of this clause 6, SelectScience will accept the first version of the proof sent by the Sponsor as the final version, save that, where the parties are still within the copy and approvals deadlines, the Sponsor may request one set of changes for free. Any subsequent changes shall be subject to an additional charge.
- 6.3 The Sponsor shall provide a contact for approvals. Where the designated Sponsor contact is not available, the Sponsor shall provide an alternative contact person who shall assume responsibility for approvals.
- 6.4 Where the Sponsor fails to meet the approvals deadlines set out in clause 6.1.2, SelectScience shall be under no obligation to perform or rebook the Service and the Sponsor shall remain liable for the Fees.
- 6.5 The Sponsor may not rebook the date of a Service less than 90 days before the delivery date. Any cancellations made after this may result in the Service being forfeited from the Sponsor's campaign.
- 6.6 All content and promotion shall be subject to SelectScience's Editorial discretion and the Editor's decision shall be final.
- 6.7 For the avoidance of doubt, all Services must be used during each discrete sponsorship campaign and unused Services shall not be refunded or carried over into any Extension Period.

7 Video Production

- 7.1 Where video production forms part of the Services, the following cancellation charges shall apply:
- 7.1.1 within 3 months of the date of filming - 25% of total payment;
- 7.1.2 within 2 months of the date of filming - 50% of total payment; and
- 7.1.3 within 1 month of the date of filming- 100% of total payment.
- 7.2 Unless otherwise stated in the Advertiser's Media Agreement, video production timings shall be as follows:
- 7.2.1 One day's filming – filming from 10.00-17.00hrs with a short lunch break (or the equivalent hours dependent upon arrival time at the Sponsor's offices); and

7.2.2 two days' editing scheduled per one day's filming, subject to the complexity of the video(s), provided always that, where SelectScience determines that longer editing times are required, it shall notify the Sponsor and the parties shall agree an additional fee, or SelectScience shall recommend that the Sponsor removes certain parts.

8 Content Production

- 8.1 If content production is included in the Advertiser's Media Agreement, the Sponsor shall provide confirmed details of all content to feature (including interviewees, reviewers or speakers) in accordance with the deadlines set out in the Agreement and SelectScience shall contact the Sponsor's customers to discuss presenting on their work.
- 8.2 If the method set out in clause 8.1 is not successful, SelectScience may provide an additional content sourcing service, subject to an additional charge, to identify an acclaimed scientist in the Sponsor's area of interest, regardless of whether they use the Sponsor's Product, save that SelectScience makes no guarantee of being able to source content.
- 8.3 Where SelectScience agrees to provide Service where content sourcing is included, SelectScience will work with the Sponsor to find the appropriate content. If not found within 60 days of the Service start date, subject to clause 6.7, SelectScience will give the Sponsor the opportunity to continue with its own speaker or postpone the content production Service within the 12 month campaign period.

9 Waiver and Indemnity

- 9.1 The Sponsor agrees and acknowledges that as part of the operation of the SelectScience Site, Users will be able to post reviews of products that they have used. The Sponsor acknowledges that whilst SelectScience will use its reasonable endeavours to ensure that such reviews are reasonable, SelectScience is not able to verify the substance or source of those reviews independently. The Sponsor therefore hereby unconditionally and irrevocably waives any and all rights of action that it may have against SelectScience or its agents, employees and representatives as regards to any claim or possible claim that it may have in the future in respect of any defamatory or potentially defamatory remarks or reviews made in relation to any Product which appears on the SelectScience Site.

10 Limitations on Liability

- 10.1 The parties shall not exclude or limit liability where it would be unlawful to do so. This includes liability for death or personal injury caused by either party's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for any other liability which cannot be limited or excluded by applicable law.

- 10.2 Subject to clause 10.1, SelectScience shall not be liable to the Sponsor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss (whether direct or indirect) of profits, loss of sales or business, loss of agreements or contracts, loss of damage to goodwill, loss or corruption of software, data or information, or for any indirect or consequential loss arising under or in connection with the Agreement.
- 10.3 Subject to clause 10.1, SelectScience's total liability to the Sponsor in respect of all losses which arise under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the Fee paid or payable in respect of the sponsorship period stated within the Advertiser's Media Agreement.
- 10.4 These terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade or usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permissible by law.

11 Intellectual Property Rights

- 11.1 In this Agreement intellectual property rights shall be taken to mean patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how[and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**").
- 11.2 SelectScience owns all the Intellectual Property Rights in or arising out of or in connection with:
- 11.2.1 the Services (other than Intellectual Property Rights in any Sponsor Materials);
 - 11.2.2 any designs, specifications or information provided by SelectScience to the Sponsor;
 - 11.2.3 anything created, developed or designed by (or on behalf of) either SelectScience in connection with the Agreement; and
 - 11.2.4 SelectScience's trademarks and branding, including the name, logos and all other branding, (together, "**SelectScience IPR**").
- 11.3 To the fullest extent permitted by law:

- 11.3.1 the Sponsor hereby assigns, or shall procure the assignment of, to SelectScience absolutely all SelectScience IPR not already owned by SelectScience at the Commencement Date; and
 - 11.3.2 the Sponsor assigns, or shall procure the assignment of, to SelectScience absolutely all SelectScience IPR as soon as it comes into existence after the Commencement Date. Such assignment shall happen automatically without the parties having to do anything further.
 - 11.3.3 any content submitted by users of SelectScience, including product reviews, videos and articles.
 - 11.3.4 at SelectScience's request, the Sponsor shall do everything which SelectScience reasonably requires for the purpose of assigning any SelectScience IPR to SelectScience, or for perfecting, confirming or registering such assignment.
- 11.4 SelectScience grants the Sponsor a non-exclusive, non-transferable, non-sub-licensable, revocable licence during the Term, under which the Sponsor may use:
- 11.4.1 SelectScience's name and logo for the purpose of advertising the Products on other websites, publications, print, social media, webinars or at trade shows, and for such other uses as may be authorised by SelectScience in writing from time to time; and
 - 11.4.2 content produced under the Agreement, including content submitted by users of SelectScience such as product reviews, articles or videos, provided it uses such content in its original form with SelectScience's prior written approval,
- subject to the provisions of the Agreement. The licence granted in this clause 11.4 shall expire immediately upon the expiry or termination of this Agreement and, save as expressly set out in this Agreement, the Sponsor does not acquire any right or interest in the SelectScience IPR or in any other Intellectual Property Rights owned or used by SelectScience.
- 11.5 The Sponsor shall not sub-license, assign or otherwise transfer the rights granted in this clause 11.
 - 11.6 The Sponsor shall comply strictly with the directions of SelectScience regarding the form and manner of application of SelectScience's name, logo and other branding on the Products and the Sponsor shall not do, or permit to be done, any act which will or may weaken, damage or be detrimental to the SelectScience IPR.
 - 11.7 The Sponsor will notify SelectScience promptly if it becomes aware that any third party has or may have infringed any SelectScience IPR, or that any of the Services infringe or may infringe the Intellectual Property Rights of any person.

12 Force Majeure

- 12.1 SelectScience shall not be in breach of the Agreement nor shall it be 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.

13 Termination

- 13.1 Without limiting its other rights or remedies, SelectScience may terminate the Agreement with immediate effect by giving written notice to the Sponsor if, the Sponsor:
- 13.1.1 breaches clause 2;
 - 13.1.2 commits a material or persistent breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within five business days of receipt of written notice of the breach;
 - 13.1.3 takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of the Sponsor's assets or ceasing to carry on business;
 - 13.1.4 suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admit inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 13.1.5 suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.1.6 financial position deteriorates to such an extent that in SelectScience's opinion the Sponsor's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 13.2 On termination of the Agreement for any reason the Sponsor shall immediately pay to SelectScience all of the outstanding unpaid invoices and interest.
- 13.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14 General

14.1 Assignment and subcontracting:

14.1.1 SelectScience may novate, assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the Agreement without the Sponsor's prior written consent.

14.1.2 The Sponsor may only transfer its rights or obligations under the Agreement to another person if SelectScience agrees to this in writing.

14.2 Notices: Any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be:

14.2.1 delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business; or

14.2.2 sent by email to:

(a) in the case of SelectScience: The Publisher

(b) in the case of the Sponsor: The Marketing representative

14.2.3 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next business day after transmission.

14.2.4 Clause 14.2 shall not apply to the service of any proceedings or other documents in any legal action.

14.3 Waiver: A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

14.4 Severance:

14.4.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

14.4.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.5 **No partnership or agency:** Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.6 **Third parties:** A person who is not a party to the Agreement shall not have any rights under or in connection with it.

14.7 **Variation:** SelectScience reserves the right to change these Terms at any time to the extent necessary to comply with a change in the law.

14.8 **Jurisdiction:** The 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 English law and the parties submit to the exclusive jurisdiction of the English courts.