

Research Data Analysis, Inc

MASTER PURCHASING TERMS AND CONDITIONS

Effective July 2010

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This Master Purchasing Agreement (“Agreement”) made as of this ___ day of _____, 20__ by and between _____ (“Subcontractor”), and Research Data Analysis, Inc, dba RDA Group (“Research Company”), with its principal place of business at 450 Enterprise Court, Bloomfield Hills, Michigan 48302.

WHEREAS, Research Company wishes to utilize the services (the “Services”) of Subcontractor, and Subcontractor wishes to provide such services to Research Company, from time to time pursuant to certain work orders, agreements, authorizations or other arrangements (collectively the “Work Orders”) under all of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises hereinafter set forth, Subcontractor and Research Company acknowledge and agree as follows:

Section 1. Definitions

“**Affiliated Entities**” shall mean corporations, partnerships, or other entities that directly or indirectly through one or more intermediaries, control, or are controlled by, or are under common control with, Research Company, and includes any other entity that, from and after the date hereof, becomes an affiliate of Research Company. The term “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interest, by contract or otherwise).

“**Agent**” shall mean any human or electronic actor, other than employees of Subcontractor, whom Subcontractor has or plans to have act, bring about, modify, affect, or transact Subcontractor’s obligations under this Agreement.

“**Authorized Representative**” of Research Company shall mean an officer of Research Company of at least the level of Vice-President.

“**Confidential Information**” shall mean and include (1) Personal Information, (2) Protected Health Information, (3) all computer programs, code, sign-on passwords, access codes and documentation of Research Company, of any of its Affiliated Entities or of any third party that Subcontractor, its employees or Agents may have access to, through Research Company or any of its Affiliated Entities, or obtain from Research Company or any of its Affiliated Entities in the performance of Services under the Work Orders, (4) all information which Research Company considers to be confidential including but not limited to: documents, memoranda, notes, questionnaires, research design, metrics, namelists, calculations, sample plans, reports, etc. and (5) any other information about the operations of Research Company or of any of its Affiliated Entities, including (but not limited to) financial information, information about business plans, product design information and other information, which Research Company or the applicable Affiliated Entity considers to be confidential, other than (A) information received from a third party by Subcontractor or any of its Agents, which third party is not known by Subcontractor or such Agent, as the case may be, to be under a confidentiality obligation to Research Company or any of its Affiliated Entities with regard to such information and (B) information in the possession of Subcontractor prior to the Effective Date other than by reason of the work to be performed for Research Company pursuant to this Agreement. The exceptions listed in the previous sentence do not apply to Personal Information and or Protected Health Information.

“**Law**” shall mean any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the country in which the services or work product may be accessed and the jurisdiction in which Research Company or a Regulated Research Company Client holds all applicable licenses required to offer and sell its services, or any state or any agency,

department, authority, political subdivision or other instrumentality of either thereof, or a final decree, judgment or order of a court. "Law" shall include but not be limited to standards for financial services transactions conducted over the Internet promulgated by the Securities and Exchange Commission, the National Association of Securities Dealers, the Office of the Comptroller of the Currency, and any state Insurance Department and standards promulgated or enforced by the Department of Health and Human Services, including the Health Insurance Portability and Accountability Act of 1996 and its privacy regulations, including 45 CFR 164.504 (e), all as may be amended from time to time ("HIPAA").

"Personal Information" shall include personal information provided to, and maintained by, Research Company in confidence, including but not limited to: (1) personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801, *et seq.*, and any amendments and regulations thereto; (2) personal financial information, information about a person's sex, date of birth, age, income, address, telephone number, Social Security number, account information, health or medical information, or credit information; (3) information that a third party provides to a Regulated Research Company Client to obtain insurance or other financial product or service; (4) information about a consumer resulting from a transaction involving an insurance product or financial service between a Regulated Research Company Client and a consumer; (5) information that a Regulated Research Company Client otherwise obtains about a consumer in connection with providing an insurance product or financial service to that consumer; (6) the fact that an individual is or has been a customer or has obtained an insurance product or financial service from a Regulated Research Company Client; (7) any information that a Regulated Research Company Client collects through an Internet "cookie" or other information collecting device from a web server to the extent that such information constitutes personally identifiable information; and (8) any information or data created by or derived from a health care provider or the consumer that relates to the past, present or future physical, mental or behavioral health or condition of an individual or a member of the individual's family; and (9) any of the following individually identifiable information: (A) names; (B) geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); (C) all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; (D) telephone numbers; (E) fax numbers; (F) electronic mail (E-mail) addresses; (G) Social Security numbers; (H) Medical record numbers; (I) health plan beneficiary numbers; (J) account numbers; (K) certificate/license numbers; (L) vehicle identifiers and serial numbers, including license plate numbers; (M) device identifiers and serial numbers; (N) web Universal Resource Locators (URLs); (O) Internet Protocol (IP) address numbers; (P) biometric identifiers, including finger and voice prints; (Q) full face photographic images and any comparable images; and (R) any other unique identifying number, characteristic, or code.

"Project" shall mean the research services and deliverables to be performed and/or provided to Research Company by Subcontractor from time-to-time during the term of this Agreement, as further described in the Purchase Order, attached hereto, and hereby made a part hereof, as amended by the parties from time to time.

"Protected Health Information" or **"PHI"** shall mean individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or future payment for the provision of health care to the individual.

The definition of PHI includes demographic information about the individual, including: names; geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; Medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger

and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code. PHI includes, but is not limited to, any PHI received by Subcontractor in providing services pursuant to a Work Order.

“**Regulated Research Company Client**” shall mean any customer, client or other person or entity that transfers or discloses Personal Information or Protected Health Information to Research Company in connection with Research Company’s performance of services for or delivery of products to such person or entity.

“**Subcontractor**” shall mean any individual or company which has been contracted (as an "independent contractor" and not an employee) by Research Company to provide some portion of the work or services on a project which the Research Company has agreed to perform.

“**Work Order**” shall mean a document provided by Research Company authorizing the completion of a specific task or project. Work order shall become effective only when duly signed by an Authorized Representative of the Research Company.

Section 2. Performance of Work

2.1 Subcontractor shall perform all services in accordance with the terms of this Agreement. Subcontractor represents and warrants that all services will be performed in a professional and workmanlike manner and that all services shall be free of material errors and defects. In addition to any other remedies which Research Company may have at law or in equity, Subcontractor shall immediately correct any errors or defects in any services provided hereunder, except for errors or defects caused by Research Company, at no additional cost to Research Company. Subcontractor will compensate Research Company for costs incurred by Research Company due to errors or defects caused by Subcontractor. Subcontractor represents and warrants that by entering into this Agreement and performing the Work, Subcontractor will not breach any obligation it may have to any third party. Subcontractor will comply with all applicable laws, ordinances, rules and regulations in any way pertaining to the services provided or this Agreement. The services shall not be deemed to be completed until completed material is in compliance with this Agreement. Subcontractor and Research Company have each designated a primary point of contact as specified in the applicable Work Order; either Party’s contact person may be changed upon written notice to the other Party. All services performed pursuant to this Agreement shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to Subcontractor’s and Research Company’s respective industries, including, without limitation the Code of Standards and Ethics for Survey Research of the Council of American Survey Research Organizations (“CASRO”).

2.2 If applicable, Subcontractor will use its best efforts to ensure the following for any Project conducted hereunder:

- a) The population has been defined correctly;
- b) The sample is representative of the population;
- c) The respondents selected to be interviewed or moderated are available and willing to cooperate;
- d) The respondents understand the questions;
- e) The respondents have the knowledge; opinions, attitudes, or facts required to meet the conditions of the objectives of the survey;
- f) The respondents are willing and able to respond;
- g) The interviewer or moderator understands and records the responses correctly;

- h) The profile of the respondents complies with the screening criteria provided to the Subcontractor by Research Company; and
- i) The work product meets accuracy/precision requirements outlined in the Work Order or shall meet generally accepted professional industry standards applicable to Subcontractor's and Research Company's respective industries, including, without limitation the Code of Standards and Ethics for Survey Research of the Council of American Survey Research Organizations ("CASRO").

2.3 Subcontractor will provide regular reporting of performance against items outlined in 2.2 or other project specific reporting that might be applicable. Reporting will consist of accepted industry standard metrics to include incidence, sample disposition and survey length in minutes. Additionally, Subcontractor will provide to the Research Company the data used to calculate the reported figures at the completion of each Work Order and at any time during execution upon request.

2.4 Research Company and/or Subcontractor may, at any time, request changes to a Work Order. Any requested change or adjustment shall be agreed to in writing by both parties in the form of a formal amendment to the Work Order and conform to the terms of this Agreement. Subcontractor will continue performing the Services in accordance with the Work Order until the parties agree in writing to any such change or adjustment. In the event the parties are unable to agree to a mutually acceptable change **then Subcontractor will complete project as originally specified or execute the right to terminate the agreement.**

Section 3. Payment

3.1 For services rendered hereunder and specified in an approved Work Order, Research Company shall pay Subcontractor fees as set forth in **Purchase Order** provided, however, that in no event shall the amount of fees payable in connection with any Project exceed the amount included in the Work Order relating to such Project unless agreed to in advance by both parties, in writing.

3.2 Research Company shall reimburse Subcontractor for Pass-Through Expenses as detailed in the proposal accepted and approved by Research Company, including but not limited to the following:

- a) actual project expenses,
- b) reasonable travel expenses (including transportation at coach class and hotels and meals of Subcontractor personnel in connection with necessary and customary servicing of the Research Company account), the production of materials and special requests by Research Company.
- c) Direct materials costs such as: Incentives, postage, questionnaire printing, etc.

3.3 Except as may otherwise be agreed to in writing for a specific Project, payment for each Project shall be made as follows:

- a) The final, actual cost of a Project shall be invoiced upon Project completion and Research Company's acceptance of the deliverable, such acceptance not to be unreasonably withheld or delayed, but in any event subject to final reconciliation of all costs related to the Project.
- b) Invoices are based on quotations that are inclusive of U.S Sales Tax or VAT (Value Added Tax) for non-U.S. Projects.
- c) Subcontractor shall invoice Research Company for all Pass-Through Expenses at actual cost, without commission or any other processing or administrative charge.
- d) Invoices shall be payable thirty (30) days following the receipt and acceptance thereof by Research Company.

3.4 Subcontractor invoices should be mailed to:

RDA Group
Attention: Accounting Office
450 Enterprise Court
Bloomfield Hills, Michigan 48302

- a) All invoices should reference the RDA Group PO #
- b) Invoices not sent directly to Accounting at the address listed above are subject to delay.
- c) Subcontractor invoice shall indicate the address for Research Company to send payment.

3.5 In the event an invoice is disputed by Research Company, in whole or in part, Research Company will promptly give Subcontractor notice of such dispute, and Subcontractor shall provide an accounting of the respective cost data from Subcontractor's records showing the costs and written authorization by an Authorized Representative of the Research Company. Upon the resolution of any disputed amount, such resolution shall be reduced to writing, acknowledged by both parties, and Research Company shall pay such agreed upon amount within fourteen (14) days of the date of such resolution.

Section 4. Acceptance of Services by Research Company

Research Company reserves the right to accept any or all goods and/or services. Research Company reserves the right to reject any or all goods and/or services that are found to be non-conforming to the project specifications. Research Company shall notify Subcontractor within thirty (30) days of the time that Research Company becomes aware of any non-compliance of any material provided under this Agreement or that such material fails to comply with the terms of the applicable Work Order. Upon such notification, Subcontractor shall have five (5) business days to revise such material so that it is compliant with the terms of this Agreement or Work Order. In the event that Subcontractor is unable to remedy such noncompliance, Research Company shall have the option to terminate this Agreement without any further obligation to Subcontractor and to take any other actions that they deem appropriate.

Section 5. Non-Compete

During the term hereof, and for a period of one (1) year after the expiration or termination of this Agreement, Subcontractor hereby agrees not to perform market research services or research services using the same methodology, with similar objectives to Project(s) outlined in Work Order(s) executed between Research Company and Subcontractor, for any client, unless Subcontractor first obtains written permission from Research Company.

Section 6. Limitation of Liability

6.1 Neither party shall be liable to the other for any indirect, incidental, punitive or consequential damages (including, without limitation, lost profits) regardless of whether such party is informed of the possibility the same may exist. Notwithstanding the foregoing, each party's liability for death, personal injury or property damage caused by its negligence or willful act or omission or that of its employees is not excluded.

6.2 With the exception of the parties' obligations under Sections 19 (Non-Disclosure of Confidential Information) and 27 (Indemnification), the liability of the parties shall be limited to the amount of any fees received by Subcontractor from Research Company pursuant to this Agreement in connection with the Project for which liability is asserted or indemnification is sought.

Section 7. Subcontractor's Representations and Warranties

Subcontractor represents and warrants as follows:

- a) The execution, delivery and performance of this Agreement will not constitute a material default under any contract by which it or any of its assets are bound, or an event that would, with notice or lapse of time, constitute such a default;
- b) Subcontractor shall comply with all applicable laws and regulations including: (a) Gramm-Leach-Bliley Act, (b) Health Insurance Portability and Accountability Act (HIPPA), and any other applicable laws.
- c) All materials provided or prepared by Subcontractor under this Agreement, and Subcontractor's performance under this Agreement, will (a) be free from defects errors and deficiencies, and (b) be fit for the purpose and uses intended by Research Company;
- d) Except to the extent disclosed to Research Company in writing prior to the commencement of any work under this Agreement, no services provided hereunder shall require the use of any article or process subject to any patent, copyright, trademark or other third party proprietary right for which use Research Company would be liable for royalty or other payments above and beyond any compensation paid to Subcontractor by Research Company;
- e) Subcontractor shall use only individuals who possess the knowledge and skill necessary to effectively perform all services under this Agreement;
- f) Subcontractor shall perform its obligations hereunder in a manner that does not infringe or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary right of any third party; and,
- g) Subcontractor possesses or shall obtain prior to commencing work under this Agreement, all authorizations, permits certificates, licenses or other governmental approvals required for the performance of services under this Agreement.

Section 8. Subcontractors

Subcontractor may not subcontract any portion of a project without prior notification and approval from Research Company. Further, Subcontractor may not subcontract any portion of a project to an affiliated entity or affiliated third parties without prior written permission from an Authorized Representative of Research Company. Subcontractor shall use its best efforts to ensure that the quality of work, services and goods supplied by any Subcontractor are substantially equal to those Subcontractor would normally provide or supply, and will otherwise conform to the provisions of this Agreement. Subcontractor shall be responsible for all work undertaken by a subcontractor.

Subcontractor shall ensure that any agents, including any subcontractor(s) that Subcontractor may use in accordance with this agreement and to whom Subcontractor provides Confidential Information, agrees to the same restrictions and conditions that apply to Subcontractor with respect to Confidential Information and Warranties pursuant to this Agreement.

Section 9. Cross-Border Data Transfers

Subcontractor hereby represents and warrants that it will take no action, including but not limited to storage of data outside of the United States, which will subject it or Research Company to the provisions of the European Union Data Directive, Personal Information Protection and Electronic Documents Act, or other foreign data transfer restriction without prior written notification to Research Company. In the event Subcontractor provides notice to Research Company pursuant to this Section 9, Subcontractor will provide written certification to Research Company that it is in full compliance with all applicable foreign data restrictions or United States Department of Commerce Safe Harbor framework.

Section 10. Time for Performance

Time is of the essence with respect to all Subcontractors' obligations under the Work Order. Subcontractor will review the various schedule requirements prior to acceptance and execution of this Agreement and any Work Order. Execution of this Agreement and any Work Order shall constitute Subcontractor's representation and warranty that Subcontractor is fully capable of performing, and will perform, the applicable obligations in accordance with the schedule set forth in this Agreement or any Work Order. In the event Subcontractor fails to so perform, Research Company will suffer, and may recover, damages, costs and expenses from Subcontractor by reason of such failure of performance, including without limitation, consequential damages.

Section 11. Advertising and Publicity

Subcontractor agrees not to use Research Company's name, or make any reference to Research Company or any of its employees or clients for advertising, sales promotions, or publicity purposes of any form, whether or not related to this work, unless such advertisements or publicity materials have been previously approved in writing by the respective company Subcontractor wish to use in the advertisement, promotion, etc. Unless the Subcontractor indicates otherwise to Research Company in writing, Research Company may list the Subcontractor as a representative Subcontractor in marketing materials.

Section 12. Endorsements

The provision of services to Research Company under this Agreement does not constitute nor imply any endorsement by Research Company of Subcontractor's business, business methods, processes, products, or services.

Section 13. Dissemination of Project Reports

Notwithstanding Section 11, Research Company may publish or have published in its entirety or any edited form any written report, record, account, or summary ("Report") produced and/or signed by Subcontractor, or any of its employees, which shall have been furnished to Research Company in connection with this Agreement.

Section 14. Agreement Term and Termination

14.1 The Term of this Agreement is the period commencing on the date hereof and ending one (1) year thereafter, provided, however, that the Term of this Agreement shall automatically renew itself for successive one year periods unless either party provides the other with two (2) weeks advance written notice of such party's desire not to renew the Term of the Agreement.

14.2 Either Party may terminate this agreement at any time, in whole or in part, by providing written notice of termination to the other. Except as otherwise mutually agreed, termination shall be effective immediately upon receipt of the notice. Upon any termination, Research Company shall compensate Subcontractor for work performed prior to termination. In the event of termination by Subcontractor, Subcontractor shall compensate Research Company for all reasonable costs incurred as a result of a Subcontractor-initiated termination, on a Time & Material basis, regardless of whether or not the work is at a point at which a deliverable is due.

The obligation not to disclose Personal Information and Protected Health Information shall survive, in perpetuity, and at no time shall Subcontractor or any of its Agents be permitted to disclose Personal Information to third parties except as required by Law and except to Agents who agree to be bound by all

of the terms and conditions of this Section. All other Confidential Information (aside from Personal Information & Protected Health Information) shall be bound by this agreement for a period of five (5) years after termination of this Agreement.

Section 15. Amendments

This Agreement, including the cover page, the Work Order, and all other attachments incorporated by reference, constitutes the full and complete Agreement of the parties and may only be amended in a written agreement signed by both parties. Reference by Research Company to any purchase number supplied by Subcontractor shall be for accounting identification purposes only, and any terms or conditions therein or in any acknowledgment, confirmation, or other communication by Subcontractor in addition to or in conflict with this Agreement are rejected.

Section 16. Waiver

The failure of either party to take action as a result of a breach of this Agreement or any other failure to perform by the other party shall constitute neither a waiver of the particular breach involved nor a waiver of either party's right to enforce any or all provisions of this Agreement through any remedy granted by law or this Agreement.

Section 17. Severability

If any provision herein is, becomes, or is held invalid, illegal, or unenforceable, such provision shall be deemed modified only to the extent necessary to conform with applicable laws so as to be valid and enforceable. If it cannot be so amended without materially altering the intent of the parties, it shall be stricken and the remainder of the agreement shall remain in full force and effect and be enforced and construed as if such provision had not been included.

Section 18. Force Majeure

Delay in or failure to carry out the duties imposed upon either party under this Agreement shall not be deemed a breach thereof if such delay or failure results from causes beyond the reasonable control of the party claiming relief hereunder, including, without limitation, fire, explosion, labor disputes, casualty or accident, lack or failure of transportation facilities, epidemic, cyclone, flood, drought, declared or undeclared war, revolution, civil commotion, terrorism or acts of public enemies, blockage or embargo, or by reason of law, proclamation, ordinance, demand, or requirement of any governmental or ruling authority. A party may claim relief if such circumstances exist as to its Subcontractor and the delay in performance of the Subcontractor will cause or contribute to a delay in performance by the party. The party claiming relief under this provision shall notify the other of the circumstances giving rise to its application, provide an estimate of the impact on its performance, and take all reasonable steps to remove or mitigate the impediment.

Section 19. Non-Disclosure of Confidential Information

19.1 Subcontractor shall hold all Confidential Information at all times in trust and confidence and shall use such Confidential Information solely for the benefit of Research Company and its Affiliated Entities in accordance with the terms of this Agreement and any Work Order. Except as expressly set forth in this Agreement, Subcontractor shall not use Confidential Information for its own benefit or for the benefit of any other party, and shall not duplicate or disclose Confidential Information in any manner to any other party other than such of its employees and Agents who have a need to know such information in

connection with their performance of Services and are bound by a confidentiality agreement covering this Agreement.

19.2 DISCLOSURE: Notwithstanding anything herein to the contrary, if in the opinion of legal counsel to Subcontractor or its Agents, as the case may be, the disclosure of any Confidential Information is legally required to be made by Subcontractor or such Agent in or pursuant to a judicial, administrative or governmental proceeding or order or similar proceeding or order of a self-regulatory organization, Subcontractor or such Agent (as the case may be) may make such disclosures but only to the extent required to comply with the law; provided, however, that the disclosing party shall give reasonable prior notice to Research Company and/or its Affiliated Entity and provide reasonable cooperation if Research Company or its Affiliated Entity chooses to take legal action to resist such disclosure.

19.3 UNAUTHORIZED DISCLOSURE: Subcontractor recognizes that Research Company and its Affiliated Entities may suffer irreparable harm as the result of the unauthorized disclosure, reproduction or use of any Confidential Information and that monetary damages will be inadequate to compensate Research Company or its Affiliated Entity for such breach. Therefore, Subcontractor agrees that in the event of any failure to comply with the provisions of this Section, Research Company or its Affiliated Entity shall be entitled to a preliminary injunction upon an *ex parte* application by Research Company or its Affiliated Entity to protect and recover the Confidential Information, and neither Subcontractor nor any of its Agents shall object to the entry of an injunction or other equitable relief against Subcontractor or any of its Agents on the basis of an adequate remedy at law. Further, any material breach of this section is subject to, but not limited to, termination of the Work Order and/or this Agreement. Subcontractor shall notify Research Company as soon as practical, but no later than forty-eight (48) hours, of any discovery of any unauthorized use, disclosure, theft, or other loss or compromise of Confidential Information. Subcontractor will take such actions as necessary or reasonably requested by Research Company to minimize the problem and any damage resulting there from. Subcontractor also agrees to use commercially reasonable efforts to make available sufficient resources and data for Research Company to determine the full impact and root cause of the incident.

19.4 SUFFICIENT CONTROLS: To the extent that Subcontractor has Confidential Information, Subcontractor ensures that they have adequate process controls and systems security and policies to safeguard such Confidential Information including, but not limited to: (a) updated anti-virus software installed on all appropriate computing equipment, (b) updated security patches installed on all appropriate computing equipment, (c) firewall software installed on computing environments connected to the internet, (d) use of encryption software when electronically transmitting any Personal Information or Protected Health Information, (e) appropriate access controls to restrict access to authorized individuals to Research Company data, materials, or computing systems or locations processing or storing Research Company data, and (f) such other security controls, systems, and measures that research company may require during the term of the Agreement, (g) Subcontractor will maintain a written accounting of all disclosures of Confidential Information as required by law.

Section 20. Completion/Termination of Work Order

Upon the completion or termination of any Work Order under this Agreement, Subcontractor and its Agents shall, as directed by Research Company: (1) promptly return all project specific materials (including Confidential Information, documents, memoranda, notes, questionnaires, data, namelists etc.) to Research Company and/or its Affiliated Entity, whether in written or electronic form, and neither Subcontractor nor any of its Agents (nor any of their respective employees) shall retain any copies, extracts, or other reproductions thereof, in whole or in part, in any form whatsoever, and/or (2) take reasonable steps to assure that such materials properly destroyed as required by law and this Agreement, and/or (3) continue to store such material for the period of time required. In the event that return or

destruction is not feasible, the Confidential Information shall continue to be subject to the terms and conditions of this Agreement, including but not limited to the restrictions on use and disclosure as provided in this Agreement.

Section 21. Audits

Subcontractor and its Agents shall maintain complete and accurate records in accordance with standard accounting practices during the term of this Agreement and for a period of at least two (2) years following the Termination Date (the "Retention Period"); provided, however, that in the event of any dispute arising under or with respect to this Agreement, the Retention Period shall last until the resolution of such dispute becomes final and non-appealable and all obligations of the parties hereto have been satisfied in full. Subcontractor and its Agents shall as and when so requested by Research Company, a Regulated Research Company Client or by a regulatory authority acting pursuant to Law (including but not limited to the Department of Health and Human Services) at all reasonable times and from time to time during the Retention Period (i) make such records available for inspection by such person or persons as Research Company or a Regulated Research Company Client designates as its authorized representatives or such regulatory authority, who shall have the right to take copies of or extracts from any records kept pursuant to this Agreement, (ii) permit authorized representatives of Research Company, a Regulated Research Company Client or such regulatory authority to examine and make copies of that portion of any of Subcontractor's external audit opinions (including, but not limited to, the external auditor's management letter and reports prepared in accordance with Statement of Auditing Standards No. 70 or other reports) which relates to Subcontractor's provision of Services, (iii) give authorized representatives of Research Company, a Regulated Research Company Client or such regulatory authority complete access, during regular business hours to Subcontractor's officers, employees and other representatives, including attorneys, accountants and others, in connection with such audit, and (iv) provide such computer access, office space and furniture and telephone, photocopying and electric service as may be necessary or advisable for such authorized representatives or such regulatory authority to conduct such audit.

Further, without limiting Subcontractors obligations with respect to Confidential Information, Research Company shall have the right to have its designated representative or representatives at Subcontractor's premises, to observe and monitor the performance/quality of the Services provided, and/or ensure that adequate security controls are in place. Research Company agrees that any access to Subcontractor's premises will be in a manner that minimizes interference with Subcontractor's business operations.

Section 22. Retention of Project Materials & Deliverables:

Except as otherwise required by law, Subcontractor agrees to keep a copy of all project materials, including, questionnaires, data, reports and other deliverables, records, project specifications, notes, and the like for a period of two years following completion of a given project.

Section 23. Disposal of Project Materials

Disposal of all project materials shall be done in a manner that is consistent with all applicable laws and which provides the necessary controls to ensure that the materials are destroyed in a manner which ensure confidentiality and security of all data and materials as consistent with this agreement.

Section 24. Warranties

24.1 Subcontractor will render the Services in accordance with all generally accepted professional industry standards and practices applicable to Subcontractor's and Research Company's respective industries, including, without limitation the Code of Standards for Survey Research of the Council of American Survey Research Organizations ("CASRO").

24.2 Further, Subcontractor will render the Services in accordance with the labor and environmental standards as outlined in the following human rights frameworks and charters:

- a) The UN Universal Declaration of Human Rights
- b) The ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy
- c) OECD Guidelines for Multinational Enterprises
- d) The Global Sullivan Principles of Social Responsibility

24.3 These labor and environmental standards include, but are not limited to, the following:

- a) Child Labor: Subcontractor will not utilize child labor, defined as any person below the age of 15, unless it is part of a government-authorized job training or apprenticeship program that would be clearly beneficial to the persons participating. Further, age of employment will be in accordance with local labor law.
- b) Compensation: Subcontractor will provide compensation and benefits to employees that are competitive and comply with applicable law, including those related to minimum wages, overtime hours and legally mandated benefits.
- c) Forced Labor: Subcontractor will not use forced labor, regardless of its form. Subcontractor will not use physical abuse as a disciplinary practice.
- d) Freedom of Association & Collective Bargaining: Subcontractor will permit employees to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Subcontractor will permit employees to associate freely, join labor unions, seek representation and join workers' councils in accordance with local laws. In locations where employees are not represented by unions, subcontractor will seek to provide opportunities for employee concerns to be heard.
- e) Harassment & Discrimination: Subcontractor will not harass or discriminate against employees in any form. This includes, but is not limited to, gender, race, color, caste, disability, veteran status, union membership, political beliefs, origin, religion, age, pregnancy or sexual orientation.
- f) Health & Safety: Subcontractor will provide employees a safe and healthy working environment that meets or exceeds applicable standards for occupational safety and health.
- g) Work Hours: Subcontractor will comply with applicable local laws regulating hours of work.
- h) Community Engagement & Indigenous Populations: Subcontractor will consider indigenous peoples among primary stakeholders in projects. Subcontractor will openly and honestly engage all recognized members of stakeholder community who have an interest in activities.
- i) Bribery & Corruption: Subcontractor will under no circumstances engage or tolerate the giving or receiving of undue reward to influence the behavior of another individual, organization, politician, or government body, so as to acquire a commercial advantage. This extends to all regional operations, regardless of whether bribery is officially tolerated and condoned.
- j) Environmental & Sustainability: Subcontractor will conduct business in an environmentally friendly and responsible manner. Subcontractor will seek to reduce and minimize the environmental impact of all operations.

Section 25. Intellectual Property; Ownership of Work Product

25.1 All materials, documents, data, software and information supplied to Subcontractor by or on behalf of Research Company shall be and remain the sole and exclusive property of Research Company. Subcontractor shall deliver all such property to Research Company immediately upon demand. By way of example and not limitation, completed questionnaires produced for a Work Order, together with all the data contained therein, are and shall remain the property of Research Company. Except as otherwise stated herein, the concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, computer software designs, models or systems, prototypes, sampling methods, research designs, questionnaire forms, methods and processes of questioning, systems of analysis, and computer programs used by Research Company in connection with any Work Order, shall remain the exclusive property of Research Company. In addition, tabulating cards, computer tapes, disks, and any other data record formats are and shall remain the property of Research Company.

25.2 Any work of authorship created by Subcontractor or Subcontractor's employees under a Work Order which is specially ordered or commissioned by Research Company will be considered "work made for hire" and all copyrights for such works of authorship will belong to Research Company. In the event any portion of any work of authorship created by the Subcontractor in performing the services under the Work Order does not qualify as "work made for hire", Subcontractor hereby assigns or, if Subcontractor has failed to previously secure ownership of all copyrights in such portion, will obtain title and assign all copyrights to such work to Research Company

25.3 Subcontractor shall make full disclosure to Research Company of all inventions, discoveries, know-how, software, work, reports, presentations, writings, ideas, designs and other information in any form that are created, developed, written, conceived or made by Subcontractor or any of its Employees (whether solely or jointly with others) as a result of or in connection with the Services and any patent, trade secret or other intellectual property rights with respect thereto (collectively, "**Work Product**"). Subcontractor agrees that all Work Product that is copyrightable subject matter shall be considered "work made for hire" within the meaning of the copyright laws of the United States and that Research Company is and shall be the sole author of the Work Product and the sole owner of all rights therein in perpetuity. With respect to any Work Product that is not "work made for hire," Subcontractor hereby irrevocably assigns and shall cause each of its employees to assign, without additional consideration, to Research Company in perpetuity all of Subcontractor and its employees' respective rights, titles and interests worldwide in and to such Work Product. At Research Company's request and expense, Subcontractor shall, and shall cause its employees to, execute all documents and take all actions that Research Company reasonably deems necessary to perfect Research Company's ownership of the Work Product.

25.4 Subcontractor shall disclose to Research Company and provide to Research Company all copies, documents and materials in any form containing data procured under this Agreement on behalf of Research Company. Research Company shall be the sole owner of all rights to such data, copies, documents and materials.

25.5 Subcontractor represents, warrants and covenants that Subcontractor has the right to make the assignments to Research Company set forth in the **Subcontractor's Representations and Warranties** Section and that ownership and use of the Work Product by or on behalf of Research Company will not constitute an infringement of any third-party patent, trademark, copyright, trade secret or other proprietary right (except in those instances where Subcontractor has notified Research Company thereof in writing at the time of such assignments or grants).

Section 26. Independent Contractor

26.1 Subcontractor agrees that Subcontractor is an independent contractor when performing the Services and for all other purposes under this Agreement and that the relationship between Subcontractor and Research Company shall not constitute a partnership, joint venture or agency. Neither Subcontractor nor any of Subcontractor's employees or agents (collectively referred to herein as the "Employees") (i) is an employee, agent or legal representative of Research Company, or (ii) shall have any authority to represent Research Company or to enter into any contracts or assume any liabilities on behalf of Research Company. Subcontractor retains all the rights and privileges of sole employer of its Employees, including, without limitation, the right to control, hire, discipline, compensate and terminate such Employees. Neither Subcontractor nor any of its Employees shall have any right to receive any employee benefits as are in effect generally for Research Company employees.

26.2 Subcontractor shall be solely and unconditionally responsible for paying any and all city, state and federal taxes and assessments, including, without limitation, all income, social security, withholding and employment taxes, relating to any income or other consideration that Subcontractor or any of its Employees derives from this Agreement and for providing all other employee compensation, contributions, and benefits with respect to its Employees.

26.3 In the event that Research Company is required by law or government agency to reclassify any of Subcontractor's Employees providing services hereunder during the Term of this Agreement or any extension thereof, as employees of Research Company for federal or state income tax purposes or to provide them benefits or coverage under (i) any of Research Subcontractor's "employee benefit plans" as defined in the Employee Retirement Act of 1974 ("ERISA"), as amended; (ii) any state unemployment insurance, worker's compensation or disability benefits program; (iii) Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, or any other local, state or federal civil rights or employment statute; (iv) FICA, FUTA or the Fair Labor Standards Act, as amended; or (v) any other applicable regulation, rule or law, then Subcontractor, which agrees and acknowledges hereby that it is the employer of said personnel for purposes of this Agreement, shall be financially responsible for, and shall bear or reimburse Research Company for the costs of, any benefits or coverage provided by Research Company on account of such reclassification.

Section 27. Indemnification

Subcontractor shall defend, indemnify, and hold harmless Research Company, its Affiliates and their respective officers, directors, partners, shareholders, employees, and agents from and against any and all liabilities, claims, demands, causes of action, damages, losses and expenses, including, without limitation, attorneys' fees, (collectively, "**Losses**") arising out of or in connection with (a) any negligence or intentional misconduct of Subcontractor in the performance of the Work Order, (b) any breach by Subcontractor of its obligations under this Agreement, (c) any infringement of a patent or copyright or misappropriation of a trade secret resulting from the Work Product or from the performance of the Work Order, (d) any Losses arising out of or related to any of the matters identified in this Agreement or (e) any Losses arising as a result of any determination or allegation that any of Subcontractor's Employees are employees of Research Company.

Section 28. General Provisions

This Agreement shall be governed by and construed, and the legal relations between the parties shall be determined, in accordance with the laws of the State of Michigan, without giving effect to the principles of conflicts of laws. This Agreement supersedes all prior understandings and negotiations, oral and written, and constitutes the entire understanding between the parties on this subject. This Agreement and

any of the rights or obligations hereunder are not assignable without Research Company's prior written permission. No waiver, modification, or amendment to this Agreement shall be binding upon the parties unless it is in writing signed by an Authorized Representative of the party against whom enforcement is sought. All notices hereunder shall be sent by first class mail, postage prepaid, national overnight delivery service, facsimile or by hand to the address first stated above.

Section 29. Insurance

Subcontractor, at its sole cost and expense, shall procure and maintain the following minimum liability insurance coverages:

1. Workers' Compensation not less than \$1,000,000. Employer's Liability Insurance \$1,000,000 each accident or illness
2. Commercial General Liability Insurance combined single limit of not less than \$2,000,000 Per Occurrence
3. Automobile Liability Insurance – Any Auto \$1,000,000 – unless clinics or driving – require \$5,000,000
4. A \$1,000,000 (\$4,000,000 for clinics) Excess/Umbrella Liability Policy shall be required if limits on the certificate of insurance do not meet RDA's minimum insurance requirements and/or depending upon the type of work being performed or services provided.

Research Company shall not insure nor be responsible for any loss or damage to property of any kind owned or leased by Subcontractor or its employees, servants, or agents. A certificate of insurance, providing a minimum of (30) days' notice of cancellation, is to be furnished to Research Company at least seven (7) days prior to start of work before approval to enter Research Company premises is granted. In no event shall services be performed until the required certificate(s) of insurance have been furnished. Insurers must have a minimum A.M. Best Financial Strength rating of "A- (Excellent)" or equivalent. All Policies required by Research Company shall name Research Data Analysis, Inc as an additional insured and waive subrogation rights in favor of Research Data Analysis, Inc, except policies providing statutory Workers' Compensation and Professional Liability coverage

Section 30. Work Order – Authorization to Proceed

A Work Order shall become effective only when duly signed by an Authorized Representative of the Research Company. Beginning work hereunder constitutes acceptance of a Work Order by the Subcontractor.