

**2024 Anholt Nation Brands Index® (NBI)
Syndicated Research Subscription Agreement**

This Syndicated Research Subscription Agreement (“Agreement”) dated as of July 4th, 2024 between Earthspeak Ltd T/A Anholt & Co (“Anholt & Co”) and Slovakia Travel (“Client”) sets forth the terms and conditions according to which Client will subscribe to the Anholt Nation Brands Index (NBI).

In consideration of the mutual promises contained herein, the parties agree as follows:

A. Project timing and conditions: The 2024 Anholt Nation Brands Index (NBI) is a syndicated service supported by multiple subscriber clients. The term of this Agreement shall be the period commencing on July 4th, 2024 (the “Commencement Date”) and ending on December 31, 2024 (the “Termination Date”).

B. Price: The price for subscribing to the 2024 NBI shall be EUR €45.880 (forty-five thousand eight hundred and eighty European Union Euros) for the basic subscription. The full price is payable in full upon commencement of the term of this Agreement.

C. Survey Frequency: Carried out once annually.

D. Description of Surveys and Deliverables: Please see attached Appendix A.

IN WITNESS whereof, the parties have executed this Agreement on the date first above written through their duly authorised representatives.

ANHOLT & CO	CLIENT
<div><div></div><div>Signed: Simon Anholt</div><div>Title: Managing Director</div></div>	<div><div></div><div>Signed:</div><div>Title:</div></div>

Appendix A Anholt Nation Brands Index® Statement of Work

The Anholt Nation Brands Index (NBI) helps governments and other organisations measure, understand and ultimately build strong national identities and reputations.

The NBI measures perceptions of nations among citizens of both developed and developing countries. The 2024 NBI will be conducted in 19 or more high and middle-income countries that play important and diverse roles in international relations, trade and the flow of business, cultural and tourism activities (the “panel countries”). The survey aims to provide broad regional representation as well as balance between high-income and middle-income countries. The panel countries are:

- *North America:* United States, Canada
- *Western Europe:* United Kingdom, Germany, France, Italy, Sweden
- *Central and Eastern Europe:* Poland, Türkiye, Russia (custom request only)
- *Asia-Pacific:* Japan, China, India, South Korea, Australia
- *Latin America:* Argentina, Brazil, Mexico
- *Middle East/Africa:* Saudi Arabia, South Africa

At least 2,000 interviews per panel country will be conducted for the 2024 NBI, for a total of at least 38,000 interviews across all countries surveyed. Adults aged 18 or over who are online will be interviewed in each country. Using the most up-to-date online population parameters, the achieved sample in each panel country will be weighted to reflect key demographic characteristics such as age and gender. The report will reflect the views and opinions of online populations in these countries—citizens who are connected to the world. Fieldwork will be conducted in July-August 2024 by an independent panel provider.

The 2024 NBI will measure the images of at least 50 nations (the “rated countries”). In each panel country these rated countries will be randomly assigned to respondents, each of whom rates 10 nations, resulting in each of approximately 25 rated countries receiving approximately 500 ratings per panel country (these include all current NBI subscribers) and each of approximately 25 other nations receiving approximately 300 ratings per panel country.

The list of 50 rated countries is based on their political and economic importance in geopolitics and the flow of trade, businesses, people, and tourism activities. Regional representation and, to some extent, the diversity of political and economic systems are taken into consideration to make the study as globally representative as possible. NBI subscription members’ interests are also reflected in the selection of rated countries.

The list of 50 rated countries in the 2024 NBI is as follows, by region:

- North America: **Canada, United States**

- Western Europe: *Austria, Belgium, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Netherlands, Northern Ireland, Norway, Portugal, Scotland, Spain, Sweden, Switzerland, United Kingdom, Wales*
- Central/Eastern Europe: *Czech Republic, Estonia, Poland, Romania, Russia, Slovakia, Türkiye, Ukraine*
- Asia-Pacific: **Australia, China, India, Indonesia, Japan, New Zealand, Singapore, South Korea, Taiwan**
- Latin America and the Caribbean: *Argentina, Brazil, Chile, Mexico, Peru*
- Middle East/Africa: *Egypt, Israel, Kenya, Palestine, Saudi Arabia, South Africa, United Arab Emirates*

* Countries shown in **bold** will be rated by approximately 500 respondents per panel country; those in *italics* will be rated by approximately 300 respondents per panel country.

What aspects of each rated country are measured

- **Awareness of Country:** Single response from the following list: “very familiar, somewhat familiar, just a little familiar, heard of - but know almost nothing, never heard of it”
- **Favourability:** 7-point scale anchored by “extremely favourable” and “extremely unfavourable”, and middle point anchored by “neither favourable nor unfavourable”
- **Experience and Attitudes:** Multiple-response selected from the following list: “visited for vacation, for business, purchased products or services from country”, and other attitudes/perception questions to be determined
- **Ratings:** 7-point scale anchored by “strongly agree” and “strongly disagree”, and middle point anchored by “neither agree nor disagree” for 6 dimensions (the “points of the hexagon” in Anholt’s 1998 model of place brand) including: Exports, Governance, Culture, People, Tourism, Immigration and Investment.
 - **Exports:**
 - Feel good about buying products
 - Major contribution to science and technology
 - Creative place with cutting-edge ideas and new ways of thinking
 - **Governance:**
 - Fairly, honestly, and competently governed
 - Respects human rights of its citizens and treats them with fairness
 - Behaves responsibly in international peace and security
 - Behaves responsibly towards international concerns over the environment
 - Behaves responsibly to reduce world poverty
 - **Culture:**
 - Excels at sports
 - Has rich heritage
 - Interesting/exciting contemporary culture such as music, films, art and literature
 - **People:**
 - Would like a person from country as close friend
 - Welcoming people

- Willingness to hire well-qualified people from country
- **Tourism:**
 - Most likely to visit if money is no object
 - Rich in natural beauty
 - Rich in historic buildings and monuments
 - Vibrant city life and urban attractions
- **Immigration and Investment:**
 - Live and work for substantial period
 - High quality of life
 - Good place to study for educational qualifications
 - Has promising businesses
 - Cares about equality in society
- Standard demographic questions including geographical region and race/ethnicity where applicable

Deliverables

NBI 2024 Key Findings:

- A general assessment of Client nation's image, including:
 1. A summary of Client nation's NBI results
 2. An examination of Client nation's favourability, awareness and direct experience
 3. An audit of Client nation's brand image among respondents in six panel countries to be chosen by Client from among the list of 19 panel countries
 4. An audit of Client nation's brand image relative to a comparative set of six rated countries to be chosen by Client from among the 50 rated countries.

Please note that #4 is for Client's internal use only; #1-3 can be used in external communications.

- A two-hour, live online Debrief Workshop is provided by Anholt & Co for the purposes of presenting and discussing the key findings of the 2024 NBI research, and especially to explore the policy and strategy implications of these findings. The contents and focus of the Debrief Workshop are customised to the Client's needs and interests, based on prior correspondence and/or a video call.

NBI 2024 Data Tools:

- An Interactive Excel Data Dashboard with data visualizations points of all 50 rated countries on both the global level, as well as the individual panel countries, for all indices, attributes, and demographic data.

- An Excel Data Workbook with the ratings and rankings of all 50 rated countries on both the global level, as well as by the individual panel countries, for all indices and attributes
- Excel Data tabulation of all NBI data broken out by individual countries, as well as key demographics
- An SPSS file with 2024 NBI data

Additional Services

Client-requested services such as additional panel countries, additional rated countries, custom questions, presentations, customized competitive analysis, driver analysis, etc., shall be made available to the Client at a price to be discussed upon Client's request.

Appendix B - Anholt & Co General Terms and Conditions

Reference is made to the attached sales order, Statement of Work or letter of engagement (hereinafter referred to, as applicable, the "**Sales Order**") between Client and Anholt & Co for the provision of market research services or other related services (the "**Services**") identified in the Sales Order and any proposal or other similar document issued by Anholt & Co relating thereto (the "**Proposal**"). The general terms and conditions below (the "**T&Cs**"), the Sales Order and the description and other specifications of the Services identified in the Proposal shall be collectively referred to herein as the "**Agreement**".

1. SERVICES.

a) These T&Cs shall govern the Services to be provided under the Sales Order. Client acknowledges and agrees that no other document, in particular Client's own general conditions of purchase or specific conditions, shall prevail over the Agreement even though Client may issue its own purchase order for administrative purposes. Anholt & Co will not commence the Services until both parties have executed the applicable Agreement, and if a purchase order is required by Client, until the applicable purchase order has been issued. To the extent that there is an inconsistency between the T&Cs, the Sales Order and the Proposal, the T&Cs shall prevail over the Sales Order and the Proposal, and the Sales Order shall prevail over the Proposal.

b) All Services performed pursuant to the Agreement shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to the marketing research industry including, without limitation, the *International Code of Marketing and Social Research Practice* issued by the ICC and ESOMAR.

2. TERM AND TERMINATION. The Agreement will become effective as of the date of execution by Client of the Sales Order or other document provided by Anholt & Co or Client to confirm Client's acceptance and shall remain in force until completion of the Services (the "Term"). Each party shall have the right to terminate the Agreement at any time without cause upon thirty (30) days prior written notice to the other party. Either party shall have the right to terminate the Agreement, effective immediately, at any time and without prior notice, if the other party fails to either perform any material obligation or to cure a material breach within fifteen (15) business days of receiving written notice by the non-breaching party to that effect. The termination provisions set out in this Section are not exclusive, and are in addition to, and not in limitation of either party's rights under the Agreement or at law.

3. EFFECTS OF TERMINATION. Upon termination of the Agreement for any reason whatsoever, other than a default by Anholt & Co, Client shall continue to be obligated to pay for the fees due (including, for purposes of clarity, the pro-rated fees for work undertaken through to the effective date of termination) and expenses incurred by Anholt & Co up to the effective date of termination, as well as any pre-approved and documented unrecoverable third party costs incurred by Anholt & Co as a result of such early termination.

4. FINANCIAL TERMS.

a) Unless otherwise provided for in a Sales Order, Anholt & Co shall invoice Client for all amounts due for the Services under the Sales Order as set forth therein as follows: one hundred percent (100%) of the fees due for the Services upon execution of the Sales Order. Unless otherwise provided for in a sales order, all invoices shall be due and payable in full within thirty (30) days of date of invoice. If required by Client, Client agrees to promptly issue a purchase order upon Anholt & Co's request. Services will not commence until the purchase order is issued. Invoices not paid within thirty (30) days, or such number of days provided for in the Sales Order or Proposal, after the invoice date shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, such interest to be calculated from the end of the thirty (30) days until all past due amounts have been paid and, in addition, Anholt & Co may, in its sole discretion, and without prejudice to its other rights under the Agreement, suspend the performance of the Services and/or the delivery of the Deliverables (as defined in Section 12 below). Payments will be in European Union Euros (EUR). If the Sales Order specifies that Anholt & Co shall invoice

in a currency other than Euros, then Anholt & Co shall have the right to increase all fees under the applicable Sales Order if, on the date of invoice the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to Euros has increased by more than one percent (1%) from the date of the Sales Order. The adjustment shall fully compensate Anholt & Co for the increase in the value of the currency invoiced compared to Euros.

b) In the event that Anholt & Co is required to incur any out of pocket or third party pass through expenses (including but not limited to honoraria and focus group facility and moderator expenses) or additional costs (including but limited to travel and accommodation) which are not set forth in the Sales Order, then, provided that Client is notified of and reasonably approves all such expenses in advance, Client shall reimburse Anholt & Co for such expenses within thirty (30) days of date of invoice.

c) The prevailing party in any litigation relating to the Agreement shall be entitled to recover its court costs and expenses, including without limitation, reasonable legal fees.

5. MODIFICATIONS. If Client requests any modifications to the specifications or the scope of the Services or to the Deliverables, such modifications must be agreed to in writing by the parties before the commencement of any work related thereto, including, without limitation, any additional charges to Client associated with such modifications. If Client delays or postpones the Services, Client shall pay for any documented unrecoverable costs incurred by Anholt & Co as a result of such delay or postponement.

6. TAXES. When applicable, government sales, withholding, use and/or value added taxes shall be paid by Client in addition to the fees due under this Agreement. Client shall in no event be liable for payment of any taxes based on Anholt & Co's net income or personal property. If Client is required by law to make any deduction or withholding from any sum payable by it to or for the account of Anholt & Co, the sum payable by Client in respect of which deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Anholt & Co receives and retains (free from liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made.

7. REPRESENTATIONS AND WARRANTIES.

a) Each party represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws; (ii) the use of any materials or information disclosed to the other party shall not violate or infringe upon the rights of any third party, including but not limited to the trademark, copyright, patent or other intellectual property rights or rights of privacy or publicity; and (iii) neither party shall use the other party's name, logos or trademarks in any publicity (including press releases) or advertising without the other party's prior written consent.

b) Figures contained in any Deliverable will be estimates derived from sample surveys carried out in accordance with accepted market research methods and as such are subject to limits of statistical error. Anholt & Co does not predict or assure any particular substantive results of its research in advance, nor does Anholt & Co accept any liability for (i) Client's interpretation of Anholt & Co's reports or of other data furnished to Client by Anholt & Co, (ii) any errors caused by errors in data provided to Anholt & Co by other providers, (iii) improper use of simulation software or improper interpretation of simulation software results by Client, or (iv) resale of survey results or other data by Client. Anholt & Co will use commercially reasonable efforts to meet all project deadlines, but it does not guarantee meeting those deadlines. All time frames included in the Agreement with respect to the timing of Deliverables are approximations.

c) Except as expressly provided in this Agreement and to the fullest extent permitted by law, Anholt & Co hereby disclaims all warranties, conditions or other terms implied by statute or common law with respect to the Services and the Deliverables.

8. INDEMNIFICATION.

a) Each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party (the "Indemnitee"), its affiliated companies and each of their respective officers, directors, employees and agents from and against all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable legal fees (collectively "Claims"), initiated by or on behalf of third parties that are not affiliated with or related to the Indemnitee ("Non Affiliated Third Parties") to the extent arising out of any breach or violation by the Indemnitor of its representations and warranties or other terms of the Agreement.

b) Client shall indemnify, defend and hold harmless Anholt & Co, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims by Non Affiliated Third Parties to the extent arising out of the use of the Deliverables by Client, or the conclusions drawn therefrom, except for Claims arising from Anholt & Co's negligence.

c) The Indemnitee shall promptly notify the Indemnitor in writing of any indemnifiable Claim hereunder. The Indemnitor shall control the defence and settlement, at its own expense, of any such Claim. The Indemnitee shall: (i) at the Indemnitor's expense and request, cooperate fully with the Indemnitor and its legal representatives in the investigation and defence of any such Claim; and (ii) permit the Indemnitor to settle any such Claim (provided that such settlement does not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee in addition to those set forth herein).

9. LIABILITY.

a) Except for Claims by Non Affiliated Third Parties covered under each party's indemnification obligations set forth in Section 8 or as otherwise prohibited by law, neither party shall be liable to the other party for any indirect, incidental, punitive, special or consequential damages, including without limitation, loss of profits, arising out of, or in connection with, the Agreement whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort, or any other theory at law or in equity.

b) Except for Claims by Non Affiliated Third Parties covered under Anholt & Co's indemnification obligations set forth in Section 8 or as otherwise prohibited by law, the total aggregate liability of Anholt & Co for any and all Claims made by Client under or in connection with the Agreement shall not exceed 125% of the amount of fees paid by Client under the Agreement.

10. CONFIDENTIALITY.

a) "Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, tools, techniques, methodologies, processes, lessons learned, models, know-how, algorithms, specifications, computer programs and software; (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project proposals (including the Proposal and the Sales Order and any information contained in those documents), personnel, and business relationships; and (iii) third party confidential information that is disclosed to the receiving party.

b) Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfil its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees and agents with a need to know the Confidential Information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Upon termination of the Agreement or the written request of the disclosing party, the receiving party shall return to the disclosing party or destroy all Confidential Information. Notwithstanding the foregoing, the receiving party shall not be obligated to return or destroy Confidential Information to the extent it has been electronically archived by the receiving party in accordance with its security and/or disaster recovery procedures as in effect from time to time; provided that any such

Confidential Information so retained shall remain subject to the confidentiality and non-use provisions contained herein for so long as it is retained by the receiving party, irrespective of the term of this Agreement.

c) The obligation of confidentiality, however, shall not apply to information which: (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public other than through a breach of the Agreement by the receiving party; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party; or (iv) is independently developed by the receiving party without breach of the Agreement. The receiving party's obligations regarding the Confidential Information shall not apply to Confidential Information that is required to be disclosed by applicable law, valid witness summons, production order or other court order. If the receiving party becomes legally required to disclose Confidential Information, it will give the disclosing party prompt advance notice of such requirement, if permissible, and a reasonable opportunity to seek a protective order or other appropriate remedy.

d) Notwithstanding the foregoing, Client acknowledges and agrees that certain Services that Client may request may require Anholt & Co to expose, reveal, disclose or describe Client's Confidential Information, including, without limitation, new concepts, products, events, policies, services, advertising campaigns or designs, to survey respondents ("Concept Testing"). Client hereby waives and releases Anholt & Co from and against any and all Claims resulting from or related to Anholt & Co's authorized disclosure of Client's Confidential Information to survey respondents in connection with Concept Testing.

11. PERSONAL INFORMATION.

a) Pursuant to its applicable professional rules and applicable privacy and data protection laws, Anholt & Co shall not be required to disclose the identity or any other personally-identifiable information ("Personal Information") relating to respondents to Client, except as permitted by and in accordance with such applicable professional rules and applicable privacy and data protection laws. In any instance of such permitted disclosure, Client hereby agrees to maintain the confidentiality of any Personal Information disclosed to it. As a condition to the delivery of Personal Information of respondents to Client, Anholt & Co may require Client to execute a separate confidentiality agreement to ensure compliance with this section and applicable industry rules.

b) Client shall only disclose to Anholt & Co Personal Information about its customers or others in conformance with (i) any statement or policy that Client provides to such data subjects concerning the use and disclosure of Personal Information and (ii) applicable law.

12. OWNERSHIP.

a) Client shall own the report(s), data or other deliverables identified in the Agreement prepared by Anholt & Co specifically for Client hereunder (the "Deliverables"). As used herein, the term Deliverables shall not include, and Anholt & Co shall retain the exclusive ownership of the following: (i) Anholt & Co's trademarks, logos, copyrights and other intellectual property rights; (ii) Anholt & Co's know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, source codes, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Anholt & Co or its providers and partners in connection with Anholt & Co's performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and (iii) all questions and questionnaires, except to the extent that Client has provided such material (collectively, "Anholt & Co IP"). Client acknowledges and agrees that all Anholt & Co IP shall remain the sole and exclusive property of Anholt & Co and, Client will not (i) reverse-engineer, decompile or disassemble any Anholt & Co IP or (ii) market, distribute, sell or resell any Anholt & Co IP. Anholt & Co hereby grants to Client an irrevocable, non-exclusive, worldwide, royalty-free license to use any Anholt & Co IP that is incorporated into the Deliverables solely to the extent necessary for Client to use, view or access the Deliverables for Client's business purposes. Client agrees that Anholt & Co may maintain data, including test level and respondent level information, obtained in the course of performing Services in Anholt & Co's databases for

industry studies, benchmarking and validation of its professional norms and standards, provided that (i) such data will only be used or disclosed in an aggregated, manipulated form, and (ii) Anholt & Co will never identify the source of any such data or information as that of Client. In addition, Anholt & Co may retain one copy of the Deliverables for archiving purposes in accordance with Anholt & Co's document retention policy.

b) Notwithstanding the foregoing, to the extent that the Agreement specifies that the Services include syndicated research services and/or any deliverables will be comprised of syndicated research reports ("Syndicated Deliverables"): (i) Anholt & Co shall at all times retain sole and exclusive ownership rights in the Syndicated Deliverables as well as all Anholt & Co IP; (ii) Client may not sell, distribute, copy or reproduce in full or in part any of the Syndicated Deliverables, without authorization from Anholt & Co, which Anholt & Co may withhold in its sole discretion; and (iii) this Agreement constitutes a revocable, non-exclusive license from Anholt & Co to Client to use the Syndicated Deliverables solely for internal purposes, subject at all times to the ownership rights of Anholt & Co set forth herein.

13. PUBLICITY AND USE OF DELIVERABLES.

a) Neither party shall use the other party's name, trademarks or logos in the public domain, including, without limitation, in advertising, marketing or promotional materials, press releases or press conferences (collectively, the "Public Domain") without the prior written consent of the other party. In addition, Client shall not publish the Deliverables in the Public Domain without the prior written consent of Anholt & Co.

b) Client shall inform Anholt & Co prior to the commission of the Services and the execution of the Sales Order if Client intends to use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature ("Litigation Purposes"). Client acknowledges that use of the Deliverables for Litigation Purposes may affect Anholt & Co's recommended methodological approach and study costs. In addition, if Client decides after the Services have been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain the prior written consent of Anholt & Co, which Anholt & Co may withhold in its sole discretion. Litigation Purposes does not include the use of the Deliverables by Client in actions against Anholt & Co.

14. Remedies. Both parties acknowledge and agree that the unauthorized disclosure or other violation, or threatened violation of Sections 10, 11, 12 or 13 of this Agreement by a party may cause irreparable damage to the other and that money damages would not be a sufficient remedy for any breach of this Agreement. Both parties agree that the non-breaching party will be entitled to seek specific performance and injunctive or other equitable relief prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in addition to any other rights and remedies available in law. The non-breaching party shall be entitled to recover its reasonable legal fees and expenses incurred in conjunction with such proceedings.

15. WAIVER. If either party fails to fully exercise any right, power or remedy under the Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of the Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.

16. SEVERABILITY. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected and those provisions shall remain in full force and effect. If a court or other decision-maker should determine that any provisions of the Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

17. GOVERNING LAW. The Agreement shall be governed by, and interpreted and construed in accordance with, the laws of England and Wales without regard to conflicts of law principles that would require the application of any other law.

18. JURISDICTION. In the event of any dispute arising out of or relating to the Agreement, the parties hereby consent to the exclusive jurisdiction of the courts located in England and Wales.

19. ASSIGNMENT AND SUCCESSORS. Neither party may assign any rights or delegate any obligations to any third party under the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a party may assign the Agreement without the other's consent to: (a) an affiliate; or (b) to any person, firm, organization, corporation, or other entity which succeeds to the business of such party by acquisition, merger, reorganization, or otherwise. This Agreement shall be for the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and assigns. No other person shall have any rights under or in relation to this Agreement.

20. SUBCONTRACTING. From time to time, Anholt & Co may, where appropriate, subcontract all or part of the Services to be provided hereunder to one of its approved suppliers. Anholt & Co reserves the right to change suppliers at its sole discretion and at any time. In the case of changes to principal suppliers such as panel providers Anholt & Co will inform Client of such decision and the reasons for it as soon as reasonably possible.

21. NO JOINT VENTURE. Anholt & Co is an independent contractor and shall not be deemed a partner, joint-venturer, agent or legal representative of Client for any purpose whatsoever.

22. FORCE MAJEURE. Under no circumstance shall Anholt & Co be responsible to Client for failure to provide the research services or for its delay in performance in accordance with the Agreement due to any event or condition not reasonably within the control of Anholt & Co, which prevents in whole or in material part the performance by Anholt & Co of its obligations hereunder ("Force Majeure"). Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond Anholt & Co's reasonable control.

23. NOTICES. All notices and other communications under the Agreement shall be given in writing to the parties at the addresses appearing in the Agreement, or to such other address specified in writing to the notifying party after the date of the Agreement and shall be deemed given on the date delivered in person, or on the next business day following delivery to a reputable overnight courier for next day delivery, or on the third business day following mailing by certified mail, return receipt requested. For this purpose, each day is a "business day" that is not a Saturday, Sunday or national holiday in the United Kingdom of Great Britain and Northern Ireland.

24. ENTIRE AGREEMENT; SURVIVAL. The Agreement contains the sole and entire agreement between the parties with respect to its subject matter and shall not be modified except by a written instrument signed by Client and Anholt & Co. In the event of the termination of the Agreement, Sections 3, 4, 6, 7-19, 21, 23, and 24 shall survive such termination.