

(Participant Company Letterhead)

<Date _____>

Mr. Charles F. Allison IV
President
InnaVision Global Marketing Consultants
1300 South Green Bay Road
Racine, WI 53406-4469 USA

Subject: Agreement With InnaVision, LLC

Dear Mr. Allison:

This Agreement confirms our intent to participate in the Global Marketing Effectiveness Study 2000 (the "Study"), a research study cosponsored by InnaVision, LLC doing business as "InnaVision Global Marketing Consultants" hereafter referred to as "InnaVision" and the Kellogg Graduate School of Management of Northwestern University. "Global Marketing Effectiveness" is the achievement of competitive advantage by thinking and acting as a global entity. Participants in the study will get a view of the "state of the art" in global consumer marketing and how their company performs in comparison to others.

The attached Schedule A details how the Study will be implemented for our Company, including the duties and responsibilities of both InnaVision and our Company. We understand that the timing of this project is dependent, in part, upon our commitment of time and resources. Successful completion of the Study by the key target dates indicated on Schedule B will be possible only with full cooperation from all involved parties. For its part, we understand that InnaVision will devote its best efforts to the work performed on this engagement, and that the findings, recommendations and final written material they provide will represent InnaVision's professional judgment based on the information from the Study. InnaVision shall not be liable for any failure or delay in performance if such failure or delay arises as a result of causes beyond its control.

Fees for the Study are detailed in Schedule C. We understand that there are various participation options, and we have selected the level most appropriate for us, as indicated on the next page of this Letter. We have noted the possibility of a "Discount" on the price of the Study if we meet certain quantity purchase requirements as specified by InnaVision.

Our Company's responses to the survey will remain strictly confidential. InnaVision shall not publish or use any non-public, individually identifiable data (specific to our Company) for any purpose other than in connection with the Study and any additional work related thereto without our prior express written permission. We acknowledge that InnaVision may utilize the services of one or more independent contractors to assist InnaVision with various aspects of the Study, and that any such company shall be bound by the same confidentiality terms as those contained in this paragraph.

We acknowledge that the Kellogg Graduate School of Management of Northwestern University is cosponsoring the Study. In return for assisting in the development and promotion of the Study, Kellogg will have access to the composite data from the Study and summary information at the company level. Kellogg shall not publish any non-public, individually identifiable data (specific to our Company) without our prior express written permission.

We agree that InnaVision is the sole author of all material related to the Study (including, without limitation, the Study questionnaire, the composite data and the composite results of the Study) for all purposes throughout the world and that the sole and exclusive copyright in such work and all associated intellectual property rights pertaining thereto shall belong to InnaVision. Our company shall own its individual response to the survey and hereby grants InnaVision the nonexclusive, perpetual, royalty-free license to use our individual response in connection with the Study and any additional work related thereto. In exchange for this license, InnaVision has granted us a nonexclusive, perpetual license to use the materials delivered to us pursuant to this Agreement for internal company purposes only. If, for any reason, it is determined that we have any rights in any work related to the Study (except for our individual response to the Study questionnaire), then we hereby sell, assign, transfer and convey to InnaVision all of our rights in all such work. We agree to take any and all action necessary in order to effectuate such assignment of all of our rights in all such work. The provisions of this paragraph shall survive any termination of this Agreement.

In the event we wish to distribute information publicly about InnaVision, we agree to provide InnaVision with the opportunity to review all such information at least five (5) business days prior to its release. We agree to our identification as a study participant by InnaVision and grant InnaVision the nonexclusive, perpetual, royalty-free license to use our Company's name and logo in connection therewith. Any information about our Company beyond the fact of its participation in the Study will be provided to us for review at least five (5) business days prior to its release to the public.

We agree that the terms and conditions of the Schedules attached hereto are hereby incorporated by reference and made a part of this Agreement. This Agreement and the schedules hereto embody the complete agreement and understanding between the parties hereto and supersede and preempt any prior understandings, agreements or representations by or between the parties, whether written or oral, relating to the subject matter hereof in any way. No modification, amendment or waiver of any provisions of this Agreement shall be effective unless approved in writing by each of the parties hereto. Either party's failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party to enforce each and every provision hereof in accordance with its terms. This Agreement shall be construed and enforced in accordance with, and all questions

By signing in the space below and returning two copies of this letter to InnaVision, we authorize InnaVision to proceed with this engagement and indicate our agreement to the terms and conditions outlined in this letter. InnaVision will indicate its agreement with these terms and conditions by signing this letter and returning a copy to us for our records.

Participant Company: _____

Agreed to for Participant Company by: _____

Title: _____

Authorized Signature: _____ Date: _____

_____ Date: _____
Charles F. Allison IV
President, InnaVision, LLC

Schedule A**Implementation Approach**

Phase	Description	InnaVision Deliverables	Client Commitments
I	Contract Signing	<ul style="list-style-type: none"> • Address Client Issues • Manage the Study 	<ul style="list-style-type: none"> • Ensure understanding of the terms and conditions of this Agreement (including the commitments noted on this Schedule) • Select Study Package • 60% Fee Payment (within 7 days of executing and delivering letter agreement)
II	Project Set-up	<ul style="list-style-type: none"> • Arrange Initiation Meeting to be conducted via teleconference • Introduce Research Supplier to Client (via teleconference) • Modify Study to meet Client customization needs (if an Enhanced or Tailored Study) • Address other identified implementation issues 	<ul style="list-style-type: none"> • Select Implementation Team (to include Executive Sponsor, Research Sponsor, Project Manager) • Identify Research Participants and provide contact information to Research Supplier • Identify custom questions (if Enhanced or Tailored Study) • Finalize Presentation date for Deliverables
III	Initiate Project	<ul style="list-style-type: none"> • Research Supplier coordinates timing with Client • Research Supplier distributes electronic questionnaire 	<ul style="list-style-type: none"> • Executive Sponsor sends Introductory Letter to Research Participants • Research Participants fill in electronic questionnaire
IV	Analysis	<ul style="list-style-type: none"> • Prepare selected deliverables for Client 	
V	Presentation	<ul style="list-style-type: none"> • Provide selected deliverables to Client 	<ul style="list-style-type: none"> • Arrange for presentation venue (if appropriate) • 40% Fee Payment
VI	Follow-up	<ul style="list-style-type: none"> • Qualitative research and consulting per Tailored Package (if desired) 	<ul style="list-style-type: none"> • Select qualitative participants • Participate in consulting process • Arrange for presentation venue

In order to facilitate ease of communication, all communications between the parties will be conducted through each party's respective Project Manager.

Schedule B

Key Target Dates

1. Deadline for Participation Agreement: Upon Receipt of Final Agreement
2. 60% Fee Payment: due 7 days after executing and delivering the Participation Agreement
3. Publication of Standard Report: 13 Weeks After Agreement Execution
4. Management Presentation: _____(Date)
5. 40% Fee Payment Upon Presentation of Deliverables

Schedule C

Service Levels and Pricing

<u>Service Level</u>	<u>Description</u>	<u>List Pricing</u> ⁽³⁾
Standard Package ⁽¹⁾	<ul style="list-style-type: none"> • Survey up to 150 senior managers with marketing mix responsibility on global, regional (i.e., North America), or local (i.e., Canada) basis. • Paper report provided showing Study Results for Company with Comparison to Consumer Marketing Normative Measures. • Interpretive summary included in report. • In-depth analysis of results, including recommendations for further evaluation and actions. • Executive management presentation by two InnaVision Consultants 	\$57,000
Enhanced Package ^(1, 2)	<p>Everything included with the Standard Package, plus the following:</p> <ul style="list-style-type: none"> • Set of customized questions (up to 10) to be answered by Company Research Participants. Results to be included in report. • In-depth analysis of customized results, including recommendations for further evaluation and actions. • Executive management presentation by two InnaVision Consultants • Provide electronic format of report for integration of report into company's electronic network for wider distribution. 	\$76,000
Tailored Package ^(2, 4)	<p>Everything included with the Enhanced Package, plus the following Exploratory Research and Recommendations:</p> <ul style="list-style-type: none"> • Development of qualitative discussion guide based on in-depth management interviews after receipt of Study results. • Follow-up set of three focus groups with selected management team members. • Development and presentation of detailed recommendations for corrective actions based on interviews and Qualitative research. 	\$150,000
Additional tier of 50 participants	Allows for greater participation than 150 participants.	\$2,500 per tier

Schedule C—continued

Service Levels & Pricing

- (1) Includes participation in Study by up to 150 company personnel. Provides for Study questionnaire to be conducted electronically via a secure Internet connection. Paper questionnaires can be arranged, if necessary, for an additional expense of \$25 per copy with payment due upon request.
- (2) InnaVision to be reimbursed for out-of-pocket expenses related to executive management presentations, including business-class travel and accommodation. InnaVision will also be reimbursed for other travel and expenses, if needed, in order to implement the project.
- (3) 60% of fees shall be paid within 7 days of signing. The remaining 40% are payable upon presentation of deliverables. Billing for presentations will occur on the scheduled date, which will be set prior to commencing the research. Rescheduling of presentations at client's request will not change the obligation to pay the final 40% per the original schedule. All amounts are \$US.
- (4) Travel and expenses for Exploratory Research interviews and qualitative discussion will be billed separately.

Should any client company fail to pay any sum due to InnaVision in a prompt manner, InnaVision shall have the right to cease providing services to such client and such cessation of services shall not be deemed to be a breach of this Agreement.

Pricing: The prices quoted on Schedule C assume that payments to InnaVision will be made free and clear of and without deduction or withholding or any other tax levied in any country from which payment is made. Should any such deduction occur, then the prices quoted on Schedule C shall be increased to the extent necessary to ensure that after the making of the required deduction, InnaVision receives and retains a net sum equal to the prices quoted on Schedule C.

Cost Factors: InnaVision reserves the right to renegotiate the prices quoted to Study Participants on Schedule C, mutually acceptable to both parties, in the event that additional resources are needed by InnaVision in order to implement the project or if the costs charged to InnaVision fluctuate by 5% or more due to circumstances beyond the control of InnaVision. Such circumstances include:

- Adverse conditions due to strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, government regulations or controls, Acts of God
- The necessity for increased executive involvement by suppliers,
- Variations in local taxes,
- Fluctuations in exchange rate, etc.