

NON DISCLOSURE PROVISIONS

1. We (TNS NIPO B.V., trading as Kantar TNS and Kantar Public, and/or Millward Brown/Centrum B.V., trading as Kantar Millward Brown) and you (our supplier) may, from time to time, furnish the other party with certain financial and business information which is either non-public, confidential or proprietary in nature, including, without limitation, trade secrets, business plans, marketing plans, research, technical data, know-how, processes, financial information, client information as well as all information labeled “confidential” and other information, whether disclosed in writing or orally, which by its nature would reasonably be considered to be confidential. Such information furnished by either party (the “Disclosing Party”) to the other party (the “Recipient”), in whole or in part, whether written or oral, in whatever format or storage medium, together with analyses, compilations, studies or other documents prepared by either party or its respective agents or representatives (including attorneys, accountants and financial advisors), which contain or otherwise reflect such information is hereinafter referred to as the “Confidential Information.”
2. Recipient shall hold the Confidential Information in strict confidence, protecting it with at least the same care which Recipient gives to its own most confidential information (but in no event less than reasonable care). Recipient will not disclose, deliver, distribute, demonstrate or otherwise make available the Confidential Information to anyone without the express written consent of Disclosing Party; provided, however, that Recipient may disclose Confidential Information to its employees, subcontractors or agents solely to the extent that they have a need to know such information for the performance of their services to Recipient and only if they have signed a nondisclosure agreement that is at least as protective of the Confidential Information as these Provisions. Recipient will not utilize, directly or indirectly, such Confidential Information for its own benefit, for the benefit of any third party or for any purpose other than as reasonably required as part of the Engagement. Recipient will notify Disclosing Party immediately in case of any disclosure of Confidential Information in breach of these Provisions and will immediately take any and all actions to halt or limit such breach.
3. The restrictions of these Provisions on use and disclosure of Confidential Information shall not apply to information that: (a) is in Recipient’s possession or control at the time of its disclosure hereunder; (b) is, or becomes publicly known, through no wrongful act of Recipient; or (c) is received by Recipient from a third party free to disclose it without obligation to Disclosing Party or Client.
4. In the event that the Recipient, or anyone to whom the Confidential Information is disclosed pursuant to these Provisions, is required by law, regulation or court order to disclose any Confidential Information, Recipient will immediately notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party’s seeking a protective order or other appropriate remedy from the appropriate body. Recipient further agrees that if Disclosing Party is not successful in precluding the requesting legal body from reviewing the Confidential Information, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
5. All Confidential Information in tangible form shall be returned to Disclosing Party promptly upon request or at the completion of the services, and Confidential Information shall not thereafter be retained in any form by Recipient (except for archival electronic copies).
6. All Confidential Information shall remain the sole property of Disclosing Party and Recipient shall have no rights to or in the Confidential Information. No license to the Confidential Information of either party, or to any trademarks or

copyrights contained therein, is implied or expressed by entering into these Provisions or disclosing such items hereunder to Recipient.

7. Nothing in these Provisions shall impose any obligation upon either Party to participate in any transaction or upon either Party to enter into any discussion or negotiations with respect thereto and either Party may discontinue discussions at any time provided that such discontinuance shall not terminate the obligations of confidentiality set forth herein.
8. Recipient acknowledges and agrees that any violation or threatened violation of these Provisions will cause irreparable injury to Disclosing Party, entitling Disclosing Party to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. The failure of either party to enforce any right resulting from breach of any provision of these Provisions by the other party will not be deemed a waiver of any right relating to subsequent breach of such provision or of any other right hereunder.
9. Neither Party is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and neither Party nor any of its respective affiliates, officers, directors, stockholders, owners or agents will have any liability to the other Party or any other person relating to the accuracy or completeness of the Confidential Information.
10. These Provisions: (a) are the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter; (b) may not be amended or in any manner modified except in writing signed by the parties; (c) is not assignable, except to a successor in interest to substantially all of a party's business or assets and any other attempt to assign or transfer these Provisions or any interest herein is void; and (d) shall be binding upon the parties hereto, their successors, personal representatives and assigns. If any of these Provisions is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. The parties hereto agree that the rights and obligations contained in these Provisions shall terminate on the later of five years after the date hereof or the expiration of any applicable registered intellectual property protection rights.
11. These Provisions are governed in accordance with the laws of the Netherlands, and the parties submit to the exclusive jurisdiction of the Dutch Courts.