

Purchase conditions

Article 1 Definitions

In these Conditions the following terms have the following meanings:

- Professional Errors: failures, such as mistakes, negligence, omissions, defaults, incorrect advice, which a professional and careful Other Party should avoid under the given circumstances with due observance of normal attention and with normal professional knowledge and a normal manner of performance;
- Third Parties: auxiliary persons engaged by the Other Party for the execution of the Agreement;
- Services: the work to be carried out by the Other Party for the Client on the basis of the Agreement;
- Persons responsible for purchase: the individuals who according to the Client's website are authorised to conclude Agreements on behalf of the Client;
- Client: TNS NIPO B.V., trading as Kantar TNS and Kantar Public, and/or Millward Brown/Centrum B.V., trading as Kantar Millward Brown (Client's Purchase Order or the Agreement between Parties will specify the Client);
- Agreement: the written agreement, which has been signed by the Persons responsible for the purchase on behalf of the Client and the Other Party, to which the Conditions have been declared applicable;
- Parties: The Client and the Other Party together;
- Staff of the Other Party: staff members or third parties to be engaged by the Other Party for the execution of the Agreement, who will carry out the work under the Other Party's responsibility pursuant to the Agreement;
- Products: corporeal objects to be supplied;
- Conditions: these Purchase Conditions, which are applicable to and form part of the Agreement;
- The Other Party: the party who performs a service or supplies Products;
- Working Day: calendar days, except weekends and recognised public holidays for the purposes of Article 3, first paragraph, of the General Extension of Time-Limits Act, on which the agreed Services are performed.

Article 2 Applicability

Provisions varying from the Conditions are only binding, insofar as they have been agreed between Parties in writing.

Article 3 Obligations of the Other Party

- 3.1 The Other Party guarantees that the Services and/or Products to be delivered by or on behalf of it will meet the requirements set in the Agreement.
- 3.2 The Other Party guarantees that the Services to be performed by or on behalf of it will be carried out in a professional manner and that the Products supplied are in accordance with the Agreement.
- 3.3 The Other Party will make all information (written documents, computer files, etc.), which it has in its possession in the framework of the execution of the Agreement, available to Client, within 10 Working Days after completion of the work concerned.
- 3.4 If the Services are of direct influence on the primary process of the Client, the Other Party must preferably dispose of a valid ISO 20252 certification. When the Other Party is not ISO 20252 certified, the Services must be performed in accordance with the quality requirements, which ISO 20252 sets to this end, and the Other Party must observe the MOA and Esomar regulations for research.
- 3.5 On Client's demand and to the satisfaction of the Client, the Other Party will lodge statements relating to its solvency, tax payment and behaviour.

Article 4 Acceptance

If the Client considers the results of the Services or the Products insufficient, they will not be accepted.

Article 5 Replacement of persons upon Services

- 5.1 Replacement of persons who are charged with the performance of the Services, may only be done by the Other Party in exceptional cases and must be reported in writing at least 10 working days beforehand. The Client may not refuse its permission on unreasonable grounds and may attach conditions to its permission. It is not permitted to increase the rates applicable for the original persons in the event of replacement.
- 5.2 If the Client requires replacement of the persons who are charged with the performance of the Services, because it reasonably believes that it is necessary or desirable in the interest of the proper execution of the Agreement, the Other Party will obey. The rate to be charged will not exceed the rate defined in the Agreement for the person to be replaced.
- 5.3 When persons, who are charged with the execution of the Agreement, are replaced, the Other Party will make persons available who are at least equal to the persons to be replaced as for their expertise, education and experience.

Article 6 Use of goods of Client and services of Third Parties

- 6.1 When performing the Services, the Other Party may make use of goods that are the property of the Client, and which are given on loan for that purpose to the Other Party. Conditions may be attached to this loan.
- 6.2. When executing the Agreement, the Other Party will only make use of the services of Third Parties after written permission of the Client. Client will not reject this permission on unreasonable grounds. It may attach conditions to its permission. The permission granted by Client will not affect the Other Party's responsibility and liability for the compliance of the obligations to which the Other Party are subject pursuant to the Agreement, and the obligations to which it is subject as an employer pursuant to the tax and social insurance legislation.

Article 7 Notices

Notices by Parties pursuant to the Agreement will be given in writing. Oral notices, commitments or arrangements have no legal effect, unless they are confirmed in writing.

Article 8 Confidentiality

The Other Party will not in any way divulge information which it learns during the execution of the Agreement and of which the confidential nature is known or can reasonably be assumed, except insofar as any legal provision or court decision obliges it to do so. The staff of the Other Party will be obliged by it to observe the obligation of confidentiality.

Article 9 Privacy regulations

The Other Party is responsible for the Staff of the Other Party involved in the carrying out of the work in the context of the execution of the Agreement, insofar as these are carried out at the Client's location, observing the privacy regulations laid down by the Client. Parties undertake to correctly observe the relevant privacy legislation, in particular the Personal Data Protection Act.

Article 10 Reimbursements, additions and omissions

- 10.1 Client will reimburse to the Other Party the actual costs and hours made, unless a fixed price has been agreed in the Agreement.
- 10.2 If the performances to be carried out by the Other Party pursuant to the Agreement have increased considerably or expanded, due to additional requirements or amendments to legal provisions that are essential for the performance to be carried out, or if the Client has changed its views, it is considered as additions and eligible for reimbursement. Additions do not include additional work or changed view that the Other Party should have foreseen when concluding the Agreement. If the Other Party is of the opinion that there will be additions, it will inform Client thereof in writing as soon as possible beforehand.
- 10.3 The Other Party will not start the additional work before it has been instructed to do so in writing by the Client. In order to obtain the instruction, the Other Party will first submit an offer regarding the

scope of the expected additions and the time and costs attached. The provisions of the Agreement will apply to the additions to be carried out by the Other Party, which include rates and any possible discounts, insofar as these are not changed by further written instruction.

- 10.4 The Other Party will accept and carry out additions up to a maximum of 5% of the original instruction. Such instruction for additional work will be carried out under the provisions of the Agreement. If the aforesaid percentage is exceeded, a separate additional Agreement will be concluded for the additions.
- 10.5 If the performances to be carried out by the Other Party pursuant to the Agreement have been lightened demonstrably or reduced, because the Client has changed its views or due to amendments to the legal provisions essential for the performances to be carried out, it is considered as omissions and eligible for setoff. If one of the Parties believes that there will be omissions, it will inform the Other Party thereof in writing as soon as possible beforehand. If a fixed price has been agreed, the Parties will determine the price of the omissions in mutual consultation, which will be set off against the price to be paid.

Article 11 Delivery of Products

- 11.1 Delivery will take place at the agreed place and the agreed time, in accordance with the Incoterm DDP (Delivered Duty Paid). After delivery, the Other Party must remove all packing material, unless the Client requests not to do so.
- 11.2 The Client may inspect the Products upon receipt, but is not obliged to do so. The Other Party will collect the rejected Products as soon as it is requested within reason. If this does not occur, the Products may be returned by the Client at the expense of the Other Party. Receipt of the Products only is not considered as acceptance of those Products and will not affect the rights and legal remedies of the Client.
- 11.3 The Other Party will attach all materials and documentation reasonably required for the correct use of the Products by the Client. If software forms part of the Products, the Other Party will grant an irrevocable, world-wide, royalty free and perpetual licence for the use of such software.
- 11.4 The ownership of the Products will be transferred at the moment that the Products are actually delivered. If the transfer of ownership takes place before the actual delivery, the Other Party will remain fully responsible for the Products and ensure that the Products will be designated as the property of the Client. That responsibility also comprises the care for adequate packing, storage, security and insurance of the Products.
- 11.5 The Other Party must be able to maintain and repair the Products during the normal life of the Products and for an additional period of two years afterwards.
- 11.6 The Products are considered as non-compliant with the Agreement if a defect occurs during the normal life of the Products with a minimum period of five (5) years after the actual delivery, unless the Other Party can prove that it is the result of normal wear or incorrect use. Any form of incorrect functioning or incorrect operation is considered as a failure.
- 11.7 The Client is at all times entitled to change the scope and/or the capacity of the Products to be supplied in consultation with the Other Party. Changes will be agreed in writing. If, in the opinion of the Other Party, a change has consequences for the agreed fixed price and/or time of delivery, it will be obliged, before it complies with the change, to inform the Client thereof in writing as soon as possible, yet within 5 working days at the latest after having been informed of the requested change. If these consequences for the price and/or time of delivery are unreasonable in the opinion of the Client, Parties will discuss this.

Article 12 Time of delivery of Services and Products

The agreed time of delivery of the Service or the Products is a strict deadline, unless the Agreement provides otherwise. If delivery does not take place in time, the Other Party will be in default de jure. The Other Party must immediately report threatening late delivery in writing to the Client, stating the cause and consequences thereof. The Other Party will also suggest measures to prevent further delay. Within 10 Working Days after receipt of the notification, the Client will advise whether it agrees to the suggested measures and the mentioned consequences. Agreement does not mean that the Client recognises the cause of the threatening delay and will not affect any rights or claims that the Client is entitled to pursuant to the Agreement.

Article 13 Invoicing

- 13.1 Entitlement to payment arises after written acceptance by the Client. If no acceptance has been sent within 30 calendar days after the carrying out of the Services or delivery of the Products, they are deemed to be accepted. The Other Party will invoice within 30 calendar days after acceptance. Invoices must be sent to the correct entity as specified in Client's Purchase Order or the Agreement between Parties (TNS NIPO B.V. or Millward Brown/Centrum B.V.), for the attention of de Crediteurenadministratie, Postbus 247, 1000 AE Amsterdam, the Netherlands.
- 13.2 Payment will be made within 60 days after the invoice date, in case all conditions provided in these Purchase Conditions are fulfilled, whichever is later.
- 13.3 If it has been agreed that payment will be based on actual costs, the Other Party will specify the invoice and invoice it in a manner indicated by the Client, if requested. The Other Party will specify the number and the dates of the days or hours necessarily spent, giving a short description of the work carried out, as well as a description of possible travel and accommodation expenses, if they are not included in the daily or hourly rates.
- 13.4 The Other Party must state a purchase number in its invoice. The Other Party must ascertain whether all necessary details are specified in the invoice to ensure that the invoice will be payable.
- 13.5 Payment of the invoice by the Client is not guaranteed if the Other Party is not able to submit an authorised purchase order of the Client for the invoiced amount. An authorised purchase order is a pdf file provided with the logo of the Client, which contains at least the following information: purchase order, invoice address, forwarding address, purchase date and project number.
- 13.6 Additions will be invoiced separately by the Other Party after completion of the additional work and acceptance thereof by the Client. The nature and the scope of the additional work carried out will be explicitly specified in the invoices, on the basis of authentic documents.

Article 14 Liability

- 14.1 If the Other Party fails to comply with its obligations under the Agreement, the Client may give notice of default. The Party in default is, however, immediately in default if compliance with the obligations concerned remains impossible within the agreed term other than due to Force Majeure. Notice of default will be in writing, granting the Party in default a reasonable period to comply with its obligations at a later stage. This is a strict deadline. If the Party still fails to comply within this period, the Party in default has breached the contract.
- 14.2 If the Other Party uses items that are the property of the Client for the performance of Services, the Other Party will be liable for any damage caused to them. If, due to the presence of the Client's items at the location of the Other Party damage is caused to the Other Party or to Third Parties pursuant to the Agreement, in whatever manner, the damage will be fully at the expense and risk of the Other Party. The Other Party will indemnify the Client against any damage of third parties when appropriate.
- 14.3 The Other Party is liable for both direct and possible consequential damage.

Article 15 Force Majeure

Force Majeure is in any case not understood to mean: staff shortage, strikes, illness of staff, late delivery or unsuitability of goods required for the carrying out of the work, liquidity or solvency problems on the part of the Other Party or third parties engaged by it, who fail to perform.

Article 16 Termination and cancellation

- 16.1 Notwithstanding the other provisions of this Agreement, each of the Parties may terminate the Agreement fully or partially by means of a letter and outside court, if the other Party is in default or if compliance is permanently or temporarily impossible.
- 16.2 If one of the Parties is not able to meet its obligations due to Force Majeure during a period to be provided in the Agreement, the other Party will be entitled to immediately terminate the Agreement fully or partially by means of a letter and outside court, without the creation of any right to damages as a result.
- 16.3 In the event of Force Majeure, Parties may terminate the Agreement no sooner than after 15 Working Days have passed, unless Parties agree a different period.

- 16.4 The Client may, without any demand or notice of default, terminate the Agreement with immediate effect outside court by means of a registered letter, if the Other Party applies for a (temporary) moratorium or is granted a (temporary) moratorium, the Other Party files for bankruptcy or is declared bankrupt, the company of the Other Party is wound up, the Other Party discontinues its company, or a considerable part of the property of the Other Party is seized, or if it is deemed to be no longer able to meet its obligations under the Agreement in any other way.
- 16.5 Furthermore, Client may at all times cancel the Agreement by means of a registered letter. Settlement between the Client and the Other Party will then take place on the basis of the Services performed by the Other Party relating to the execution of the current instruction and the costs reasonably incurred, and the obligations already reasonably assumed for the execution of the instruction in the future. The Client will not need to reimburse the Other Party in any way for the consequences of the cancellation of the Agreement.

Article 17 Intellectual property rights

- 17.1 All intellectual property rights which may or will be exercised – no matter where or when – in respect of the results of the Services performed, carried out by the Other Party on behalf of the Client, are vested in the Client. Pursuant to the Agreement, these rights will be transferred by the Other Party to the Client at the moment they are created, which transfer will be accepted by the Client if the situation occurs.
- 17.2 Insofar as the results, as referred to in the first paragraph, will be achieved with the use of the already existing intellectual property rights, which the Client is not entitled to, the Other Party will grant to the Client a non-exclusive right of use for an indefinite period of time. The Other Party guarantees that it is entitled to grant the aforesaid right of use in that case.
- 17.3 Insofar as a further deed would be required for the transfer of the rights, as referred to in the first paragraph, the Other Party will irrevocably authorise the Client to draw up such deed and sign it on behalf of the Other Party if the situation arises, without prejudice to the Other Party's obligation to render assistance to the transfer of these rights on demand of the Client, without being permitted to attach conditions thereto. By this the Other Party irrevocably authorises the Client insofar as necessary to have registered the transfer of these intellectual property rights in the registers concerned.
- 17.4 If a difference of opinion exists between Parties regarding intellectual property rights in view of the results of the Services performed, it is assumed, unless the contrary is proved, that those rights are vested in the Client. The Client may make use of the aimed results provided in the Agreement in all cases.
- 17.5 The Other Party hereby relinquishes all so-called moral rights towards the Client, which it may be entitled to, as referred to in the Copyright Act 1912, to such extent as is permitted by the applicable regulations. The Other Party, authorised to that effect, relinquishes, also on behalf of the staff involved on its side, towards the Client all possible so-called moral rights to which these staff members are entitled, to such extent as is permitted by the applicable regulations.
- 17.6 The Other Party may not make any of the results of the Services performed available in any form to third parties, nor provide any information about this to third parties, unless the Client has given its explicit permission for this. The Client may attach conditions to this permission.

Article 18 Transfer of rights and obligations pursuant to the Agreement

Parties may not transfer any rights and obligations arising from the Agreement to any third party without the written permission of the other Party. This permission will not be rejected on unreasonable grounds. Parties may attach conditions to this.

Article 19 Insurance

- 19.1 The Other Party has taken out an adequate insurance and will continue to do so for professional liability (risks arising from Professional Errors), company liability (including damage caused to persons or Products which are the property of the Client) and loss of and damage to machinery and equipment (including as a result of fire and theft), including the Products that are the property of the Client. Adequately insured means in any case that the insurance covers claims up to at least € 1,000,000.=.

19.2 The Other Party will upon request of the Other Party immediately submit (a certified copy of) the policies and the evidence of premium payment relating to the insurances referred to in the first paragraph, or a statement by the insurance company regarding the existence of these insurances and the premium payments made. The Other Party will not terminate the insurance contracts or the terms and conditions under which they have been entered into, without prior written permission of the Client. Nor will the Other Party change the amount insured at the expense of the Client without its aforesaid permission. The insurance premiums due by the Other Party are deemed to be included in the agreed prices and tariffs.

Article 20 Takeover of staff

Parties will not employ staff of the other Party or negotiate employment with that staff, without the permission of the Other Party, during the execution of the Agreement and within one year after termination thereof.

Article 21 Use of Client's pictorial trademark and brand name

- 21.1 The use of the (pictorial)trademark or the brand name or commercial name of the Client in commercial publicity is only permitted if it has given its explicit written permission for this purpose.
- 21.2 Commercial publicity is understood to mean publicity for public and commercial purposes, which will be announced by one or more media.
- 21.3 If and insofar as the Client has given permission in writing, as referred to in paragraph 1 of this Article, the following must be laid down in any case:
- for which publicity permission has been given;
 - for which media permission has been given;
 - for which period permission has been given;
 - for which (pictorial) trademarks belonging to the Client permission has been given;
 - in which manner the (pictorial) trademark and the brand name of the Client may be used in the publicity;
 - the sum of the reimbursement for the use of the (pictorial) trademark or the brand name of the Client
- 21.4 Each publicity in which the (pictorial) trademark or the brand name is used, must be approved in writing beforehand by the Client.
- 21.5 The Client may withdraw its permission granted at any time without the Other Party being able to rely on damages.
- 21.6 In the event of a breach of one or more obligations pursuant to this Article, the Other Party forfeits an immediately payable penalty of EUR 5,000.= per incident, and a penalty of EUR 500.= for each day that this breach continues, without prejudice to the Client's right to claim performance of the current Agreement and the damage actually suffered by it insofar as that damage is higher than the penalty.

Article 22 WPP Code of Conduct

- 22.1 Client, as part of the listed WPP, uses the WPP Code of Conduct as an ethical guideline for all aspects of the business operations. The Other Party is deemed to observe these ethical conduct guidelines too and to sign the WPP Code of Conduct at the Client's request. All details of this policy can be found through the following link:
<http://www.wpp.com/corporateresponsibilityreports/2009/cr-at-wpp/code-of-conduct.html>
- 22.2 If the Other Party fails to sign the WPP Code of Conduct, the Client will be entitled to immediately terminate the Agreement fully or partially by means of a letter, without creating any right to compensation as a result.

Article 23

All the aforesaid amounts are in Euro and exclusive of B.T.W. (Dutch VAT)

Article 24 Disputes and applicable law

Each dispute between Parties relating to the Agreement will exclusively be submitted to the competent Court in Amsterdam, unless Parties agree a different form of dispute resolution at a later stage. Dutch law is applicable to the agreement.

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TNS NIPO B.V., Grote Bickersstraat 74, 1013 KS Amsterdam, the Netherlands,
tel +31 20 522 54 44, fax +31 20 522 53 33, e-mail: info@tns-nipo.com, website: www.tns-nipo.com.

Millward Brown/Centrum B.V., Grote Bickersstraat 74, 1013 KS Amsterdam, the Netherlands,
tel +31 20 556 66 66, fax +31 20 556 65 55, e-mail: info@nl.millwardbrown.com,
website: www.millwardbrown.nl.