

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

Definitions

"Acceptance" means written acceptance by a Client of a Proposal by Kantar for the market and social research Service.

"Client" means the party to whom Kantar provides the Service as set out in the Proposal.

"Confidential Information" means in respect of the Service all information, data or material of whatsoever nature in any form, which either party, discloses to the other pursuant to this Contract including the Proposal and anything the receiving party creates which is derived from or based upon the information, data or materials disclosed to it by the disclosing party. It shall not include any information or materials which: (a) is in or enters into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority.

"Contract" means these terms and conditions together with the Proposal, which constitute the entire agreement between the parties. In the event of conflict these terms and conditions prevail over those in the Proposal, unless the parties have agreed in writing that specific terms in the Proposal prevail over those in these terms and conditions.

"Custom Research Service" means the bespoke research studies designed specifically for the Client which are carried out on a case-by-case basis by Kantar.

"Deliverables" means survey results, reports, data, summaries, comments, discussion, and/or analysis provided by Kantar to Client pursuant to the Contract.

"Fee" means the fee(s) to be charged by Kantar for the provision of the Services to the Client set out in the Proposal.

"Intellectual Property Rights" means copyright, database rights, trademarks, trade or business names, service marks, registered and unregistered designs, patents and/or know how, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

"Multi-customer Service" means the non-Custom Research Service or non-bespoke continuous market research service provided by Kantar to one or more clients, including without limitation, any syndicated service.

"Proposal" means the written final proposal and/or quotation provided by Kantar to the Client, stating the nature of the issue to be resolved, the services to be rendered in order to solve it, the time required for the study and the fee due.

"Service" means the Custom Research Service and/or Multi-customer Service (as the case may be), whose nature, scope and time required is specified in the Proposal and/or other document agreed between the parties.

"Tax" means all forms of tax, charge, duty, withholding, deduction, rate, levy and governmental charge (whether national or local) in the nature of tax whatsoever and whenever created, enacted or imposed by any governmental, state, federal, local municipal or other body, together with all related fines, penalties, interest, charges and surcharges.

"WPP Group Companies" means WPP plc and any parent undertaking of WPP plc, and any undertaking which, in relation to WPP plc and/or any parent undertaking of WPP plc, is a subsidiary undertaking from time to time.

In these terms and conditions a reference to the singular includes plural and vice versa (unless the context otherwise requires).

1. The Contract

1.1 The Client appoints Kantar and Kantar accepts such appointment to provide the Services and Deliverables upon these terms and conditions, which may only be changed or amended by the written agreement of both parties.

1.2 The Client shall be deemed to have accepted the Proposal by either: (i) notifying Kantar in writing (which may be by email) that it has accepted the Proposal; or (ii) otherwise notifying Kantar in writing (which may be by email) that it wishes Kantar to commence provision of the Service (including, without limitation, by issuing a purchase order in respect of the Service or any part thereof).

1.3 If the Client has not accepted the Proposal within three (3) calendar months then the Proposal

(including Kantar's Fee quotation set out in the Proposal) will expire, unless an authorised representative of Kantar has agreed to extend this period in advance in writing. Kantar reserves the right to amend or withdraw the Proposal (including the Fee quotation set out in the Proposal) at any time until it is formally accepted by the Client.

1.4 Unless otherwise agreed in writing this Contract shall apply to all Services and Deliverables provided by Kantar to the Client.

1.5 If clients have their own General Terms and Conditions, these shall not apply to the extent that they deviate from or contradict Kantar's General Terms and Conditions. In the event of a conflict between two clauses, their minimum common ground shall apply. This is the case even if the

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

Client should demand absolute precedence of his own General Terms and Conditions. Should it prove impossible to determine the minimum common ground, these provisions shall not be part of the contract. In this case, the contract shall be governed by the individual agreements reached or by the statutory provisions.

- 1.6 Kantar cannot guarantee exclusiveness for specific product fields, objects of research or methods of research, unless this is expressly agreed in writing. When exclusiveness is stipulated, its duration and any additional fee that may be incurred as a result must be laid down.
- 1.7 Further recommendations, conclusions and advices, which go beyond the explanation of the contractually owed results, only become part of the contractual object, if the parties have explicitly agreed upon these services.

2. Payment of Fees

- 2.1 The fees agreed upon are intended to pay for the cost of executing the study in question. Unless otherwise agreed in writing, 25% of the agreed fee shall be payable when data collection commences (i.e. once the necessary preparations have been completed), a further 50% on completion of data collection and the final 25% on delivery of the results. If a Service is to be carried out in stages, with interim Deliverables, final invoices for each stage will be raised on delivery of relevant interim Deliverables.
- 2.2 Fees are payable without any deductions directly on receipt of the invoice. On delay of payment, Kantar shall be entitled to charge interest on arrears at a rate of eight percentage points above the base interest rate. Kantar also reserves the right to withhold services if payments are overdue.
- 2.3 Kantar shall be entitled to recover reimbursable expenses incurred pursuant to the provision of the Services, unless such expenses have been included in the Fees.
- 2.4 If the Fee has been based upon information provided by the Client which is subsequently shown to be incomplete or incorrect, Kantar shall be entitled to increase the Fee to take account of any resulting additional time involved in providing the Services (or additional services) and any necessary additional costs incurred by Kantar. Other additional costs which Kantar is not responsible for and additional costs which were not foreseeable to Kantar at the time the project was commissioned, despite due care, may be charged separately by Kantar, provided they are linked to a legitimate factual cause and are clearly recognisable for the Client and adequately defined. This shall also apply when the Client is not responsible for these costs.

- 2.5 Unless expressly stated otherwise the Fee in any Proposal is denominated in Euro. If the Contract specifically involves a currency other than Euro, then the Contract is subject to exchange rate movements for the period between the Acceptance of the Service and its payment. Should exchange rate movements occur and involve Kantar incurring additional costs which are not envisaged at the time of formation of the Contract, Kantar is entitled to pass on the extra costs to the Client, which extra costs shall be confirmed by Kantar to the Client from time to time in writing and added to the next invoice issued by Kantar.
- 2.6 If any amount payable to Kantar (or its nominee) pursuant to this Contract is subject to Tax (e.g. value added tax (VAT), deduction at source), that amount shall be increased so as to ensure that the net amount received by Kantar (or its nominee) shall, after Tax, be equal to that which would have been received had the payment and any increased payment not been subject to Tax.

3. Termination

Either party may terminate this Contract immediately (a) for a material breach by the other which is incapable of remedy or, if capable of remedy, is not remedied within 30 days of written notice being given to the defaulting party or (b) if the other party becomes bankrupt or goes into liquidation (whether voluntary or compulsory), is dissolved, or has a receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution for the winding-up, bankruptcy or dissolution of the other party or the other party suffers any similar process under the law of its domicile or place of its jurisdiction.

4. Change, Delay or Cancellation

- 4.1 If the Client requests changes to the Service (including timing) Kantar reserves the right to revise the Proposal (including, without limitation, adjusting the Fees accordingly).
- 4.2 If a Service is shortened, delayed, cancelled or terminated early by the Client, the final invoice will include the payment of the agreed fees with a deduction for all costs saved according to § 649 BGB, plus any reasonable costs and expenses incurred by Kantar due to the Client's acts or omissions together with all non-cancellable third party costs Kantar has committed to. For example, the Client shall be liable for the costs and expenses incurred by Kantar for pre-booked fieldwork, which is delayed, not used or not fully used by reason of the Client's acts or omissions.

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

- 4.3 The Client is responsible for the prompt delivery to Kantar of all material reasonably required by Kantar to provide the Services and Deliverables. If the Client fails to comply with this clause the Client shall be liable for the consequential delays and reasonable additional costs and expenses incurred by Kantar in providing the Service.
- 4.4 Should it emerge after the project has been commissioned that the study cannot be conducted for methodological reasons which could not have been foreseen by the Client or by Kantar, and which were beyond their control, then Kantar shall inform the Client of this immediately. If the two parties to the contract are unable to find a methodological solution to the problem, Kantar shall be entitled to terminate the project on the grounds of impracticability.
- ### 5. Subcontracting
- 5.1 Kantar shall be entitled to assign its rights under this Contract to any WPP Group Company without requiring the Client's prior written consent.
- 5.2 Save as set out above, neither party may assign all or any part of the Contract without the prior written consent of the other party, which shall not be unreasonably withheld.
- 5.3 To assist Kantar in providing the Service Kantar shall have the right to subcontract any part of the Service and Deliverables to any WPP Group Company or to appropriate third parties, agencies or fieldworkers. Kantar is only responsible for the quality of the service provided by subcontractors if those subcontractors have been selected and paid for directly by Kantar. If the Client designates a specific subcontractor, then Kantar shall not be responsible for the accuracy, completeness or quality of the work of that subcontractor.
- 5.4 If subcontracts are to be awarded outside its WPP Group Companies, Kantar informs the Client of this in advance and at the earliest possible time. At the Client's request, the identity of the subcontractor must be revealed.
- Kantar promises that the requisite discretion will be maintained also in awarding such subcontracts and that the rules and methods of market and social research will be observed, along with any other legal requirements, such as data protection.
- ### 6. Company's Obligations
- 6.1 Kantar will carry out the projects it is commissioned with as advisory services in accordance with the accepted principles and rules of the market and social research profession (ADM and ESOMAR).
- 6.2 Kantar shall provide the service and scientific evaluation of the survey and shall produce the results properly and with due care in accordance with the accepted methods of market and social research.
- 6.3 Kantar does not guarantee that the data correctly collected, processed and analysed by it in accordance with the rules and methods of market and social research will be able to be used by the Client in a specific commercial way. Kantar disclaims all other warranties, either expressed or implied, including warranties for merchantability, and fitness for a particular purpose.
- 6.4 Kantar will use all reasonable endeavours to provide the Services, and to deliver any Deliverables, in accordance with the estimated timings set out in the applicable Proposal. However, Kantar shall not be liable for any failure to adhere to the quoted timings or for any loss or damage suffered by the Client resulting from any delay caused directly or indirectly by any act or omission by the Client and/or by any third party for whom Kantar is not contractually responsible hereunder.
- 6.5 Where Kantar agrees to supply a Deliverable to the Client in electronic format, both parties shall use their best endeavours to comply with any security specifications which may be issued by Kantar to the Client from time to time.
- ### 7. Intellectual Property Rights and Public Statements
- 7.1 The Intellectual Property Rights in any Proposal issued by Kantar are and shall remain the exclusive property of Kantar.
- 7.2 For Multi-customer Services the Intellectual Property Rights in the Deliverables vest in Kantar at all times. The Client will be entitled on the completion of the Service and after payment of all Fees due to Kantar to use the Deliverables for its bona fide and proper internal business purposes or other purposes specified in the Proposal, but shall not grant any rights of utilisation/licences to others.
- 7.3 For Custom Research Services, the Intellectual Property Rights in the Deliverables vest in the Client subject to payment of all Fees due to Kantar in respect of such Deliverables.
- 7.4 It is agreed that Kantar shall be entitled, both during and after the termination or expiry of this Contract, to use all Deliverables and other findings and records resulting from the Services for its own internal purposes, as part of its own databases and for purposes connected with its business, including in connection with any relevant legal dispute. Kantar is obliged to ensure that the anonymity of

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

the Client, respondents or test participants is protected.

- 7.5 Notwithstanding clauses above, at all times all know-how and any Intellectual Property Rights of whatsoever nature in and to any techniques, principles and formats and in all proprietary materials, software, programs, macros, algorithms, modules, methodologies and anything else used by or created by Kantar in putting together a Proposal or carrying out the Services which are of a generic nature or otherwise not produced exclusively for the Client shall at all times remain the exclusive property of Kantar.

Where software is to be provided by Kantar as part of the Services, the Client acknowledges that its use of such software may be subject to separate licence terms. For the avoidance of doubt, the Client shall be responsible for ensuring that it is appropriately licensed to use any third party software required to access or otherwise use the Deliverables. Unless expressly agreed between the parties, Kantar shall not be required to procure the grant of any licence of third party software to the Client as part of the Services.

- 7.6 Notwithstanding clauses 7.2 and 7.3 above, the research results are made available to the Client for internal use only, unless Kantar agrees to their being passed on to third parties or published, in full or in part, or unless Kantar releases them for publication due to the nature of the matter or due to copyright issues or property rights. Neither may they be duplicated, printed or stored, processed or disseminated in documentation or information systems of any kind for the purpose of passing them on to third parties or publishing them, without the prior consent of Kantar.

These provisions shall also apply to the research results resulting from Multi-customer Service or syndicated studies. The Client shall not hold a sole right of utilisation in these.

- 7.7 The Client shall not disclose any Deliverable publicly in any manner that exaggerates, distorts or misrepresents the findings of or data supplied by Kantar or is likely to harm Kantar's or any WPP Group Company's reputation or business.

Publications, in which comparisons with competitors are made, are only permitted with the express written permission of Kantar, which must first authorize the concrete text to be published.

- 7.8 The use of research results in the preliminary stages of proceedings of a legal nature (e.g. lawsuits, arbitration proceedings, proceedings by government authorities) is prohibited without the prior written consent of Kantar – save when legal/administrative regulations or court rulings have precedence.

- 7.9 If the Client wishes to cite the research report, in part or in whole, these citations must be recognizable as such and Kantar must be named as being the author of the research report.

- 7.10 The Client shall indemnify Kantar against all claims made against Kantar as a result of the Client's deliberate or negligent, unlawful use of the properly obtained results, in particular using them to advertise unlawfully and/or incorrectly.

8. Confidentiality

- 8.1 The receiving party agrees that it shall (a) use the Confidential Information only to fulfil its obligations pursuant to this Contract; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not copy or disclose any such Confidential Information to any third party; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.

- 8.2 Without limiting the generality of Clause 8.1 above, Proposals issued by Kantar contain confidential information about Kantar and the Client shall keep secret and not disclose the content of any Proposal or any information or ideas, in whatever form, disclosed during or in connection with any pitching or briefing process, to any third party or otherwise make use of or derive other material from it, without the prior written consent of Kantar or use any Proposal other than for the purposes of considering its contents with a view to appointing Kantar to provide the Services set out therein.

9. References to third parties

- 9.1 The parties give their consent to each other to the effect that they and the companies affiliated with them within the meaning of Section 15 AktG [German Stock Corporation Act] may mention the company/brand name of the respective other party, its company logo and subject-matter/type of project (e.g. "Employee Commitment", "Customer Satisfaction") as reference to third parties. Either party can revoke this consent at any time by notifying the other party in writing.

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

- 9.2 The parties shall not present references in a manner which could misrepresent, be detrimental to reputation or business in particular advertise them unlawfully or incorrectly.
- 10. Data Protection and Data Ownership and Storage**
- 10.1 In case that the Service of Kantar requires the supply of individual's names and/or other personal data by the Client or by its vicarious agents or by third parties named by the Client for the purpose of processing or controlling such data, the client must ensure that it has the right under the data protection laws and regulations to provide such data or – where required – that it has obtained the consent from the relevant individuals.
- 10.2 In connection with personal data supplied by the Client, Kantar shall: (a) process such data only for purposes of providing the Services; (b) take any technical and organisational security measures against unauthorised or unlawful processing of, accidental loss of, destruction of or damage to personal data as may be required, having regard to the state of technological development and the cost of any measures; and (c) answer the Client's reasonable enquiries to enable the Client to monitor Kantar's compliance with this clause. Kantar undertakes to comply with the valid data protection laws and regulations and keep personal data supplied by the Client secure and only use such data in accordance with valid data protection laws and regulations. Subject to prior consent from an individual Kantar reserves the right to recontact an individual for participation in further surveys.
- 10.3 Completed questionnaires, audio and visual tapes and computer records prepared by Kantar or by subcontractors on behalf of Kantar during the course of providing the Services shall remain the property of Kantar and shall be retained, stored and destroyed/erased in accordance with applicable laws, regulations and Kantar's internal policies.
- 10.4 Provided the same are still held by Kantar pursuant to Clause 10.3, the Client may, on request and at its own expense, be supplied with copies of the survey records. Precondition for the supply of such data is that the anonymity of respondents will be protected. Kantar shall not be required to provide copies of survey records to the Client if, in Kantar's sole opinion, to do so would be in breach of the ADM guidelines, the Declaration for the Territory of the Federal Republic of Germany concerning the ICC/ESOMAR International Code of Market and Social Research and/or applicable data protection laws and regulations. The Client warrants that it shall store and use any survey records provided by Kantar strictly in compliance with all applicable data protection laws and regulations.
- 10.5 The Client shall indemnify Kantar or its subcontractors totally against all claims and moral prejudices which Kantar or its subcontractors may face resulting from a breach by the Client of valid data protection law and regulations or any other regulation, or, in particular, any of the preceding stipulations.
- 11. Responsibility for the admissibility of contacting interviewees, data collection, data processing and use of data**
- 11.1 The Client guarantees that contacting the interviewees, data collection, data processing and use of data is legally admissible, in particular that, where required by law, valid consent has been provided by the interviewees.
- 11.2 If the above provision is violated, Kantar shall have the right of extraordinary termination. In addition the Client shall indemnify Kantar against all claims, demands and costs in connection with any violation of this provision unless this was caused by Kantar's negligence.
- 12. Warranty**
- 12.1 Claims of the Client based on defects shall be governed by statutory provisions unless otherwise stated below.
- 12.2 Kantar warrants that the survey shall be properly implemented and scientifically evaluated pursuant to Section 6.2.
- 12.3 Warranty claims shall only exist in respect of obvious defects if the Client has given notice of such defects to Kantar in writing two weeks after receipt of the survey report and survey results. In the case of non-obvious defects, this time limit shall apply as of the defect being detected.
- 12.4 The warranty period shall begin upon receipt of the last results (data) of legal relevance and shall be one year.
- 13. Liability**
- 13.1 Kantar shall be liable according to statutory provisions if the Client asserts claims for damages based on intent or gross negligence by Kantar, including intent or gross negligence of the representatives, agents or vicarious agents of Kantar.
- 13.2 Kantar shall be liable according to statutory provisions if Kantar or the representatives, agents or vicarious agents of Kantar violate a material contractual obligation through slight negligence. In such case, liability for damages shall, however, be

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

limited in amount to the foreseeable damage which was typical for the contract at the time the contract was concluded.

Further liability of Kantar (especially for indirect, unforeseeable damages and consequential damages) shall be excluded in such case.

Material obligations are obligations where the Client has relied on and could rely on compliance with such obligations.

The parties agree that the respective order value as maximum amount of liability covers all foreseeable damages which are typical for the contract.

- 13.3 If Kantar or the representatives, agents or vicarious agents of Kantar violate a contractual obligation which is not material to the contract through slight negligence within the meaning of sub-paragraph 3 of Section 13.2, the liability of Kantar shall be completely excluded.
- 13.4 Liability for negligent injury to life, limb or health shall not be affected by the foregoing provisions. This shall also apply to mandatory liability arising from a non-fault guarantee, under the Produkthaftungsgesetz [German Product Liability Act] and from other cases of liability which are mandatory by law and independent of fault.
- 13.5 The Client herewith acknowledges that the Client alone is responsible for the consequences of the measures that it takes based on the results unless Kantar has violated an obligation. If Kantar has violated an obligation, the foregoing provisions relating to liability shall apply without change.
- 13.6 If claims are asserted against the Client due to alleged violations of obligations by Kantar and the Client wishes to seek recourse against Kantar, Kantar must be notified immediately. Kantar shall have the right to participate in the legal dispute. This right shall not affect the Client's rights of defense.

14. Product Testing

- 14.1 Notwithstanding anything to the contrary in this Contract, where the Service involves testing or using the Client's products, samples or test materials (including prototypes) and/or third party products supplied by Client, the Client warrants, represents and undertakes that (i) any content, packaging or labelling shall comply with all relevant laws in all relevant territories; and (ii) it shall be responsible for either providing any respondent disclaimer/waiver or approving any draft respondent disclaimer/waiver prepared by Kantar which may be required for the products, samples or test materials in question.

The Client shall be responsible for ensuring that all the necessary chemical, medical, pharmaceutical

or other tests/studies/analyses of the test product have been carried out. It shall assume responsibility for the suitability of the product for the test and, to the extent that an examination was necessary and has taken place (see above), that this gave no indication that the product could cause any harm.

The Client shall be responsible for ensuring that all the information prescribed by the law or ordinances and/or necessary for the use of the products is made available to the Research Agency, so that the latter may pass it on to the persons participating in the test.

- 14.2 The Client shall indemnify Kantar and WPP Group Companies from and against any losses, third party claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which Kantar and WPP Group Companies may suffer or incur relating to or arising directly or indirectly out of or in connection with testing or using such products, samples or test materials. If required by Kantar, the Client shall produce evidence of sufficient product liability or other indemnity insurance as determined by Kantar.
- 14.3 Kantar shall not be liable in any circumstances for the use of, loss of or damage to any such products, samples or test materials, once they have been supplied to respondents.
- 14.4 In all other respects, the regulations of the product liability laws shall apply.

15. Miscellaneous

- 15.1 The obligations in this Contract which by their nature survive termination or expiry of this Contract shall so survive.
- 15.2 Written notice or consent in the sense of these General Terms and Conditions is taken to include telefax and e-mail transmissions.
- 15.3 Kantar shall not be liable for failure to perform its obligations hereunder due to, fires, storms, riots, strikes, disease, shortages of materials, lock-outs, wars, floods, civil disturbances, terrorism, Governmental control, restriction or prohibition whether local or national.
- 15.4 The parties agree that they have not entered into this Contract in reliance upon any statement, representation, covenant, warranty, undertaking or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) except as expressly set out in this Contract. Nothing in this clause, however, shall exclude any liability on the part of either the Client or Kantar for fraud or fraudulent misrepresentation.

Standard Terms and Conditions

Kantar Deutschland GmbH (hereinafter: "Kantar")

- 15.5 If any provision of this Contract is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Contract; or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Contract.
- 15.6 No term of this Contract shall be enforceable by a third party.
- 15.7 German law governs this Contract and in the event of a dispute the parties agree to submit to the jurisdiction of the German courts, which shall be exclusive, save in respect of the enforcement of any judgment, where it shall be non-exclusive.