

Standard Terms and Conditions of Purchase of Market Research and Consulting Services of Kantar Deutschland GmbH (hereinafter: "Kantar")

1. Scope of application

- 1.1 Deliveries and services of placed market research and consulting orders by Kantar are made exclusively on the basis of these Standard Terms and Conditions of Purchase, unless other written agreements have been expressly concluded within the meaning of Sections 126 and 126a BGB [German Civil Code].
- 1.2 Different terms and conditions of the contracting partners have no validity, unless otherwise agreed in writing within the meaning of Sections 126 and 126a BGB. This shall also apply if Kantar does not specifically object to the validity of such terms in individual cases. These Terms and Conditions of Purchase shall also apply if Kantar, while aware of the contracting partner's contrary or different conditions, accepts the contracting partner's delivery/service without reservation.
- 1.3 All agreements made between Kantar and the contractual party in relation to the performance of the contract must be set down in writing in the contract. The content and scope of performance under the contract are therefore defined in the offer and the written order in the following sequence of priority:
 - (1) The order/contract award by Kantar
 - (2) The Standard Terms and Conditions of Purchase as amended from time to time
 - (3) The offer made by the contracting partner
 - (4) The statutory provisions contained in the BGB
- 1.4 These Terms and Conditions of Purchase are only applicable in relation to entrepreneurs as defined in Section 310 (1) BGB.

2. Conclusion of contracts

- 2.1 Orders and amendments to or modifications of orders must be made in writing.
- 2.2 Kantar remains bound by its order for a period of 10 days from the date of the order. The contracting partner's order confirmation must be received by Kantar within this period. After this time Kantar shall no longer be bound by the order.
- 2.3 Kantar reserves ownership and copyright in relation to illustrations, drawings, calculations, statistics, methods and other documents. They may not be made accessible to any third parties without the prior express, written consent of Kantar. They may only be used for the performance based on the order, and the contracting partner must return them to Kantar without being asked to do so after fulfilment of the order. They may not be disclosed to any third parties. The contracting partner shall have no right of retention.
- 2.4 Kantar can request changes to the scope of services even after the contract has been concluded, in particular to the agreed services, methods and deadlines. If Kantar submits a change request, the contractual partner shall inform it within one working day whether the requested change is possible and what effects it will have on execution of the affected contract, in particular as regards schedules, remuneration and any duties of cooperation. If this notification is not given within this time, the desired changes shall be deemed to be feasible without any effects on prices

and deadlines. Kantar shall then inform the contractual partner in writing whether the changes are to be carried out. Kantar can demand that the work be suspended until a decision on the change request is made. Otherwise, the work/services shall continue to be performed on the basis of the existing terms and conditions. Increases or reductions in services which effect costs shall require a new written order/commission from Kantar to be effective.

- 2.5 If the contractual partner wishes to subcontract deliveries and/or services under this contract to companies or persons, the contractual partner shall provide Kantar with appropriate information in good time so as to enable such subcontracting and obtain the prior written consent of Kantar. If freelance employees are used, Kantar can refuse them for important reasons relating to the person of the freelance employee.

3. Obligations of the contractual partner

- 3.1 The contractual partner undertakes to offer its services at market terms and conditions and accomplish them in accordance with the contractual agreement (cf. 1.3 above). The services shall be performed by the contractual partner on time, in compliance with the contract and without defects, with due scientific care, on the basis of the state of the art and using its own knowledge and experience that it already has or gains during the cooperation.
- 3.2 The contractual partner shall assign qualified and adequate personnel for all services. At the request of Kantar, the contractual partner shall replace individual employees where Kantar presents important objective reasons for doing so. Extra costs caused by such replacement shall be borne by the contractual partner. Personnel responsibility, the right to issue instructions on technical and disciplinary matters and the organisation and execution of the employees' assignment shall always remain solely with the contractual partner.

The contractual partner shall have sole power to issue instructions to the employees assigned by it even if services are performed at Kantar. Employees of the contractual partner may not be integrated in Kantar's company at any time.
- 3.3 If the contractual partner wishes to subcontract deliveries and/or services under this contract to companies or persons, the contractual partner shall provide Kantar with appropriate information in good time so as to enable such subcontracting and obtain the prior written consent of Kantar. If freelance employees are used, Kantar can refuse them for important reasons relating to the person of the freelance employee.
- 3.4 The contractual partner expressly promises to fully comply with its social insurance and tax-related obligations towards the employees from its subcontractors.
- 3.5 The contractual partner undertakes to heed the operational, organisational, scientific and technical requirements of Kantar as a whole in its activities.
- 3.6 The contractual partner shall not be authorised to publish services and/or results or the Kantar company name or brand without the prior written consent of Kantar.

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- 3.7 The contractual partner shall not be authorised, without the prior written consent of Kantar, to use information on an intended or existing contractual cooperation for reference or marketing purposes.
- 3.8 The contractual partner may assign foreign employees who require a work permit to fulfil its contractual services only if they are employees of the contractual partner. In addition, these employees must hold residence and work permits that are valid for the place and time at which the work is to be performed. The contractual partner shall satisfy itself that these conditions are met before these employees commence their activity.

By signing and with the conclusion of the contract between Kantar and the contractual partner, the contractual partner confirms to Kantar that

- no investigations have ever been conducted against the contractual partner pursuant to the German Minimum Wage Act (Mindestlohngesetz) and/or the German Posted Workers Act (Arbeitnehmer-Entsendegesetz) or
- such investigations did not reveal any violations of the law.

The contractual partner guarantees to pay employees and persons in marginal employment the minimum wage specified by the German Minimum Wage Act and other statutory and collective bargaining provisions, in particular the German Posted Workers Act and relevant collective bargaining agreements, as well as agreed extra payments, including contributions to social insurance, employment promotion and social security payments, and to give the customer suitable rights to control this.

The contractual partner also undertakes to inform Kantar if the competent authorities commence investigations against it due to violation of regulations under labour or residence law or due to a violation of the German Posted Workers Act or German Minimum Wage Act.

The contractual partner grants Kantar all suitable rights to control the contractual partner's obligations under the foregoing provisions and shall reimburse Kantar all costs and fees in connection with beforementioned controls.

If the contractual partner violates any or several of the foregoing provisions, Kantar shall have an extraordinary right of termination with immediate effect. All payment obligations of Kantar with respect to the contractual partner shall cease as of the time extraordinary termination is given; Kantar reserves the right to assert damage claims against the contractual partner.

4. Delivery periods and delivery dates, contractual penalties

- 4.1 Delivery/service periods and delivery/service dates are always binding and the contracting partner must strictly comply with said periods and dates. If delays are anticipated or arise, the contracting partner is required to notify Kantar immediately in writing.

- 4.2 The delivery period commences on the date set out in the order or order confirmation/specifications.

- 4.3 If the contracting partner fails to fulfil agreed delivery/service dates, the legal consequences shall in principle be determined by statutory provisions. In particular, in the event of a failure to perform, following the expiry of a reasonable period stipulated by Kantar for performance or subsequent performance without result, Kantar shall be entitled to rescind the contract or, in the event of default on the part of the contracting partner, to request damages in lieu of performance.

- 4.4 If the contractually agreed dates and/or periods are not met, the contracting partner shall be required, waiving the defence of a continuing offence, to pay a contractual penalty for each day of default amounting to 0.5% of the net order value of the individual contract but only up to a maximum of 5% of the net order value of the respective individual contract. In cases agreed interim dates and / or periods are not met, the amount of a contractual penalty is limited to that part of the net order value of the respective finished part of the contractual services. This shall not affect the right to assert further damages, against which this contractual penalty shall be offset.

5. Prices

- 5.1 All agreed prices are fixed prices. The prices indicated in the order are binding. In the absence of any written agreement to the contrary, the stated price is for delivery "free domicile" including packaging. Unless otherwise agreed, the stated prices include the costs of transport, shipment, packaging and insurance.

- 5.2 The contractual partner shall bill the service exclusively in euros, in such a way as to enable verification with reference to the order/order award and the prices agreed therein.

- 5.3 Statutory value-added tax at the applicable rate shall be due on the agreed remuneration for the services, if the services are performed in Germany. Otherwise, the agreed remuneration shall always be in net excluding value-added tax.

- 5.4 Unless otherwise expressly agreed in the respective contract, incidental expenses and travel costs, accommodation costs, expenses and the like shall be covered by the afore-mentioned prices.

- 5.5 Payment of the above remuneration shall discharge definitely and fully all contractual agreements between Kantar and the contractual partner in relation to the respective individual contract.

- 5.6 Kantar is entitled to exercise its rights of set-off and retention. The contracting partner may only set off claims against Kantar if the claims are undisputed or have been recognised by declaratory judgment.

6. Invoices, payments

- 6.1 Invoices must be submitted to Kantar under separate cover or online (with proof of receipt). Kantar's order number/cost centre/project number must be specified.

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6.2. Unless otherwise agreed, payment shall be made either within 14 days, with deduction of 3% discount, or within 60 days without deduction. The payment period shall commence as of receipt of the invoice, but not until the contracting partner has performed the contract in full.

6.3 The invoice must satisfy the requirements of Sections 14 and 14a UStG [German Value Added Tax Act]. Unless a contrary contractual provision is agreed, the invoice shall be sent to Kantar or to the billing address specified in the contract as a single copy and with separate indication of the turnover tax applicable at the time of the delivery/service. Advance payments made or instalments paid must be separately indicated in the invoice.

7. Right of use/copyrights

7.1 The contractual partner shall grant Kantar an exclusive right of use that is unlimited as to time and place and can be transferred for its own purposes in relation to all services and survey documents and results (including raw data) created in accordance with the contract, if such transfer is possible under German law or the actual circumstances. The right shall be transferred without any restriction as to time and place. It also includes the right to grant the rights of use to third parties and to modify, reproduce and publish the survey results and transfer them to third parties. The contractual partner shall indemnify Kantar insofar against all claims by third parties due to possible infringements of proprietary rights in relation to the above rights.

If the services include programming services, the contractual partner shall also be obliged to hand over user documentation and provide the source code for the software when it hands over the software, which shall be able to be executed. The source code shall include not only the pure program code, but also documentation that describes and explains it and which has at least a scope sufficient to enable an understanding of the structure and mode of operation of the software after a reasonable period of familiarisation.

7.2 The contractual partner acknowledges the ownership rights and copyrights of Kantar to the explanatory models, questionnaires and survey documents provided by Kantar. The copyright to, including all rights to use, the explanatory models, questionnaires and documents used by Kantar shall remain with Kantar.

The contractual partner waives, irrevocably and unconditionally in favour of Kantar, all rights of use and copyrights in connection with the execution and/or termination of this contract.

7.3 If the contractual partner acquires statutory proprietary rights as part of the cooperation under the contract, the contractual partner shall not utilize them without the prior written approval of Kantar, even after the cooperation under the contract ends.

7.4 The contractual partner warrants that all services and results that Kantar receives as part of the commission do not infringe copyrights, industrial property rights or other rights of third parties. If this warranty proves to be incorrect, the contractual partner shall indemnify Kantar against such claims by third parties. This indemnification shall be

contingent on the condition that Kantar immediately informs the contractual partner that such a claim for damages has been asserted, does not acknowledge any obligation to assume liability in full or in part, and/or waives pleas or objections against the claim for damages, and Kantar gives the contractual partner the immediate and full possibility to take all necessary measures in connection with defending the rights against the claim and provides the contractual partner with reasonable support in defending the rights.

7.5 The contractual partner shall transfer ownership to Kantar of all contractually owed services, documents, materials and survey results which the contractual partner creates as part of performance of the service. This shall also apply if the contract is terminated contractually or without notice before it was due to expire. Kantar shall retain all rights to which it is entitled under copyright law. The contractual partner acknowledges that Kantar shall be solely entitled to the exclusive copyright and all proprietary rights to survey concepts, suggestions, methods, processes and process techniques, including software and graphical and tabular representations, and to the know-how embodied by the contractual party in these and other services.

7.6 Kantar reserves the rights of ownership and copyrights to depictions, drawings, calculations, statistics, methods and other documents provided by Kantar for performing the services; they shall not be made accessible to third parties without the express written consent of Kantar. They shall be used solely for providing the contractual service/creating the contractually owed work pursuant to Kantar' order; they shall be returned to Kantar without any request to do so after the order has been completed. They shall not be disclosed to third parties. The contractual partner shall not have a right to retain them.

8. Acceptance/warranty/delay in performance

8.1 The contractual partner shall perform the contractually agreed service in accordance with the service description and the state of the art, on time and without defects; section 3.1 shall also apply.

The contractual partner warrants that the services contractually agreed with Kantar shall be performed fully and properly within the contractually agreed times, meet the required standard of quality and, where required, comply with generally and internationally acknowledged scientific principles and methods and the DIN ISO 20252 standard.

In executing and fulfilling the contract, the contractual partner shall be obliged to comply with the applicable regulations, statutory provisions and acknowledged rules of the art and, if appropriate, regulations under medical and drug law. Deliveries and services must comply with the applicable laws, ordinances and regulations at the time of acceptance.

The contractor warrants that it shall comply with all statutory provisions in connection with performance of the contractually agreed services, in particular the currently applicable data privacy rules under European law (currently Article 6 of the Treaty on European Union, Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data, and Directives

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95 / 46 / EC, 97 / 66 / EC and 2002 / 58 / EC of the European Parliament and of the Council (EC data protection directives).

- 8.2 Servicing of the final invoice or written notice of completion and use of or commencement of operations with such services under a contract for work as part of trial operation shall be deemed to constitute acceptance. Acceptance shall be regarded as having been given if Kantar does not conduct acceptance testing within a quarter, although the service was free of defects or only had insignificant defects.
- 8.3 The contractual partner shall endeavour to the best of its ability and knowledge to protect Kantar against disadvantages that might occur as a result of negligence by its own employees and/or external suppliers in performance of the work. In this connection, the contractual partner shall warrant proper selection of the producers and suppliers of external services.
- 8.4 If the contractual partner does not meet its obligations under this contract, or does not meet them in full, on time or properly, Kantar shall have the right to demand that the contractual partner meet its contractual obligations and set a period of 8 working days for this to be done. If the contractual partner does not fulfil the contract in full or in part or does not fulfil it properly within the said period of time, Kantar can reject further fulfilment of it by the contractual partner and commission third-party companies to provide the contractual services at the expense of the contractual partner. The statutory regulations shall also apply. The agreement on a contractual penalty in accordance with section 4 of these Standard Terms and Conditions of Purchase for Market Research and Consulting Services and the statutory rights of rescission or other warranty rights of Kantar shall not be affected by this arrangement.
- 8.5 The warranty period for the warranty rights to which Kantar is entitled shall be two (2) years.

9. Product liability, indemnity, liability insurance

- 9.1 If the contracting partner is responsible for a product damage, it shall be obliged, upon first request, to indemnify Kantar against third-party damage claims, if the cause lies within its area of control or organisation and it is itself liable to third parties.
- 9.2 Within the scope of its liability for damages as defined by 9.1, the contracting partner is also obliged to reimburse any costs pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB, which result from or are connected with a recall campaign performed by Kantar. Where possible and reasonable, Kantar shall inform the contracting partner about the subject matter and extent of the recall measures to be carried out and afford it the opportunity to state its position. This shall not affect other statutory rights.
- 9.3 The contracting partner undertakes to maintain product liability insurance with reasonable coverage of at least € 1 million for each case - overall - of personal injury/damage to property. This shall not affect further damage claims to which Kantar is entitled.

10. Third-party proprietary rights

The contractual partner warrants that the deliveries and services to be provided by it are not encumbered by rights of third parties. If third-party proprietary rights are infringed, the contractual partner shall indemnify Kantar against all claims by third parties inner parties and in relation to outside parties. Further claims and rights to which Kantar is legally entitled in this connection shall remain unaffected.

11 Liability

The contracting partner is liable for every breach of duty and damage that hereby results, if the contracting partner is unable to prove that it is not responsible for the breach of duty. It is also obliged, moreover, to indemnify Kantar also against all third-party claims asserted by such third parties against Kantar for reasons connected with a defect in the service/delivery of the contracting partner, if the contracting partner is unable to prove that it was not responsible for the event that caused the damage. The above provisions shall also apply if the contracting partner enlists the services of sub-contractors and/or vicarious agents.

12. Insurance

- 12.1 The contractual partner is obliged, at its own expense, to maintain business liability insurance, as well as environmental liability insurance and financial liability insurance, with suitable coverage per damaging event for injury to persons, damage to property and financial loss for the term of this contract, including the period of limitation for defects and legal imperfections in title, and for the duration of any maintenance agreements.

The sum covered by the respective insurance shall not constitute a limit to liability.

- 12.2 The contractual partner shall be obliged to present Kantar, at the first written request, with confirmation of coverage from its insurer on the scope of the insurance policies in accordance with subsection 1 above. The contractual partner shall also be obliged to prove to Kantar, at the first written request, that it has paid the respective premiums to the insurer.

13. Term of the contract

- 13.1 The contract shall come into effect with the written order/commission in accordance with section 2 and shall run until the agreed services have been completed and paid for and/or the contract concluded by Kantar and/or its contractual partner ends.
- 13.2 The rights of either party to extraordinary termination of this contract and/or the individual contracts for an important reason shall remain unaffected. A reason justifying termination of the contract without notice shall be in particular liquidation of the other party or instigation of insolvency proceedings against it or failure to pay for or provide agreed services in full and/or on time.
- 13.3 Extraordinary termination of the contract for an important reason shall be justified in particular if a party repeatedly violates cardinal contractual obligations.

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14. Termination

- 14.1 If the contract is terminated, the contractual partner shall receive – offsetting any expenses it has saved – remuneration for the services that have been performed in full up to the time notice of termination is given and that can be used by Kantar.
- 14.2 The contractual partner shall not have a claim to further remuneration. If the contract is terminated by Kantar without notice, the contractual partner shall be liable towards Kantar if the contractual partner is responsible for the important reason and shall also be liable to compensate Kantar for damage incurred as a result of termination of the contract, including any consequential damage.
- 14.3 Notice of termination shall be given in writing.
- 14.4 A possible premature termination of the contract by Kantar without notice and without giving a reason is possible at any time up to a maximum of 10 working days before the agreed activity commences, without Kantar incurring cancellation costs or having to compensate the contractual partner for expenses.

15. Assignment of claims/offsetting

- 15.1 If a cash receivable is assigned, the contractual partner shall –notwithstanding the provision in Section 354a of the German Commercial Code (HGB) – not be authorised without the prior written consent of Kantar to assign its claims against Kantar to third parties or have them collected by third parties.
- 15.2 Kantar shall be authorised to offset claims to which the contractual partner is entitled from Kantar against claims to which other affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Law (AktG) are entitled from the contractual partner. Kantar shall also be authorised to offset its claims from the contractual partner against claims to which the contractual partner is entitled from one of the above companies.

16. Confidentiality

- 16.1 The contractual partner is obliged to treat all confidential information and company secrets of Kantar of which it gains knowledge in executing the order with confidentiality for an unlimited period of time and to use them or disseminate them to third parties only as part of executing the order and not for its own purposes.

All information entrusted to the contractual partner is a business secret of Kantar and shall remain the property of Kantar. The contractual partner shall not disseminate information, explanatory models, questionnaires and documents.

The contractual partner undertakes to limit the circle of information holders and the scope of the information disseminated to the extent absolutely necessary for the contractual cooperation stated in the preamble.

The services performed by the contractual partner shall also be company secrets of Kantar.

- 16.2 The contractual partner shall make subject matters of the contract accessible to employees and other third parties

only where necessary to fulfil the commissioned service; otherwise, the contractual partner shall maintain secrecy on all subject matters of the contract. The contractual partner shall instruct all persons who are given access to subject matters of the contract in writing as to the rights of Kantar to the subject matters of the contract and the obligation to maintain confidentiality on them and shall obligate said persons in writing to comply with the obligation to maintain confidentiality and ensure data privacy.

Other dissemination of documents (reports, expert opinions and the like) to a third party and any publications in connection with the results of the services provided by the contractual partner shall require the written consent of Kantar.

Upon request, the contractual partner shall immediately surrender confidential documents and information provided to it, including all copies thereof; the contractual partner cannot claim rights to retain them.

- 16.3 The obligation to maintain confidentiality shall also cover the questionnaires and survey documents provided by Kantar.

- 16.4 A violation of one or more provisions of this confidentiality agreement shall give Kantar – without prejudice to any claims for damages – the right to terminate the cooperation without notice for an important reason. The contractual partner shall indemnify Kantar against all claims for damages or costs incurred as a result of a violation of this confidentiality agreement. This obligation shall also cover a violation of the confidentiality agreement by employees of the contractual partner or by third parties who receive information from the contractual partner.

17. Data privacy

- 17.1 The contractual partner undertakes to comply with the pertinent obligations under legislation, in particular national provisions on data privacy and social security data protection.

- 17.2 The contractual partner shall

- treat with strict confidentiality all information containing personal data which it receives to fulfil the contract,
- collect, process or use such information only in compliance with the instructions of Kantar,
- permit such information to be processed only by employees who have been obligated to comply with confidentiality (Section 5 of the German Federal Data Protection Act (BDSG)).

Documents/address data which Kantar provides to the contractual partner shall be used by the contractual partner only to perform the contractually owed services. Copies or duplicates shall not be created without the knowledge of Kantar. Data carriers that are no longer required shall be destroyed in such a way as to ensure data privacy only after agreement with Kantar.

- 17.3 In the event that subcontractors are engaged, which shall require the prior written consent of Kantar in each individual case, the contractual agreements between the contractual partner and the subcontractor shall contain arrangements corresponding to the data privacy provisions in the

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contractual relationship between Kantar and the contractual partner.

Subcontracting within the meaning of this provision shall not denote services which the contractual partner utilises from third parties as an ancillary service to assist it in fulfilling the contract. This shall include, for example, telecommunications services, maintenance, user service and cleaning and/or security services.

17.4 If the contractual partner discovers disruptions to operations or suspicion of violations of data privacy or irregularities in the use of personal data while providing its services, it shall inform Kantar immediately.

18. Rights of Info and Control, Duties of Cooperation

18.1 Kantar or a qualified organisation tasked by Kantar shall be authorised to control that the contractual partner is performing the contractual services properly and is complying with the technical and organisational measures relating to data protection and measures to ensure the integrity of information and data and is complying with contractually relevant legal provisions before the service commences, while it is being performed and after it has been performed, as well as to control the resources and subcontractors used by the contractual partner for fulfilling the agreement and the charged costs. The controls shall not unduly impair the contractor in fulfilling its contractual obligations towards Kantar.

18.2 To this end, the contractual partner undertakes

- to provide Kantar upon request with all the necessary information and appropriate proof and with the best-possible help and support in conducting the controls;
- to enable Kantar to enter its grounds and premises during business hours and conduct inspections and controls there or have them conducted on its behalf, where necessary and permissible as part of the order to monitor the quality of the service and protection of information and data and in accordance with special regulations; as part of this, Kantar shall also be permitted to obtain information from the contractual partner's employees and their subcontractors who are involved in fulfilling the agreement;
- to keep all records, documents, reports and other documentation (referred to jointly as "documents") up-to-date as regards the contractual services.

18.3 Kantar shall be authorised to demand that the contractual partner examine employees and other vicarious agents against whom there is a demonstrably a founded suspicion that they have violated obligations under the German Data Protection Act (BDSG). If the examination demonstrably confirms that the suspicion is correct, the contractual partner shall be willing to no longer assign the person or persons in question.

18.4 The above shall apply accordingly to controlling as required by law that subcontractors comply with the provisions on data protection. The contractual partner pledges to conduct the necessary controls or have them conducted and shall ensure that upon request Kantar receives information on the main content of the agreements and enforcement of the data protection obligations in the subcontracting

relationship – if necessary by being allowed to inspect the relevant contractual documents – and, if desired, can also conduct controls of the subcontractors itself subject to reasonable prior notice and coordination.

18.5 If the examination of Kantar reveals a need for adjustments, these shall be implemented by mutual consent.

19. Place of performance/choice of law

The place of performance for services by the contractual partner shall be the principal place of business of Kantar.

The law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

20. Return of documents

20.1 After the contract ends, the contractual partner shall surrender to Kantar all documents it has obtained from Kantar to fulfil this contract, including copies of them, and shall delete electronic data obtained from Kantar, if necessary only when the statutory retention periods expire.

20.2 The contractual partner shall not have a right to retain the above documents and/or data obtained from Kantar, on whatever legal grounds.

21. Severability clause

If parts of this contract are invalid, this shall not affect the validity of the rest of the contract. An invalid clause shall be replaced by one which corresponds as closely as possible to the economic purpose of the invalid provision and so to what the parties had originally intended.

22. Place of jurisdiction

Any disputes arising from and in connection with this contract, its formation, its validity and its fulfilment or termination shall be settled exclusively before a competent court of law in Munich, Germany.

23. Written form

Any amendments to or modifications of this contract shall only be valid when given in writing. This shall also apply to any rescission or modification of the requirement for written form itself.

Written form within the meaning of these Standard Terms and Conditions shall also include fax and e-mail.

24. Effectiveness of obligations beyond the term of the contractual agreements

24.1 Obligations under these Standard Terms and Conditions of Purchase which, due to their nature, last beyond termination of the contract or expiry of a contractual agreement shall also remain in effect after termination of the contract or expiry of the contractual agreement.

24.2 Kantar is part of the WPP Group and abides by its parent company's ethical policies and the principles of social responsibility. When an order is accepted, we likewise

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expect that all suppliers comply with these policies and principles, in particular in relation to the sale of goods and/or services. The full version of these policies and principles can be found at

"<http://www.wpp.com/WPP/About/HowWeBehave>".