

# Standard Terms of Sale for Kantar AS

## Definitions

"Acceptance"	means written acceptance by a Client of a Proposal by Kantar.
"Contract"	means these terms of sale together with the Proposal, which constitute the entire agreement between the parties. In the event of conflict these terms of sale 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 of sale.
"Client"	means the party to whom Kantar provides the Service as set out in the Proposal.
"Client-Specific Projects"	mean the tailored projects created specifically for one Client
"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.
"Deliverables"	means survey results, reports, data, summaries, comments, discussions and/or analyses provided by Kantar to the Client pursuant to the Contract.
"Copyrights"	means all registered or non-registered copyrights in or outside Norway.
"Tax"	means all forms of tax, duty, deduction and public charges (national or municipal) imposed by any state, municipality or other body, together with all related fines, penalties, interest, charges and surcharges.
"Multi-Customer Projects"	means those market surveys initiated by Kantar and where there is more than one client.
"Proposal"	means the written final proposal and/or quotation provided by Kantar to the Client.
"Service"	means these Customer-specific Projects and/or those Syndicated Projects (as the case may be) as specified in the Proposal or other document agreed between the parties.
"Kantar group Companies"	means WPP plc and a parent undertaking of WPP plc with decisive influence over WPP plc, and any subsidiary company over which WPP plc and/or a parent undertaking of WPP plc with decisive influence over WPP plc has decisive influence from time to time.
"Fee"	means the fee(s) to be charged by Kantar for the provision of the Services to the Client as set out in the Proposal.

## 1. THE PROPOSAL

- 1.1 If the Client has not accepted the Proposal within 30 days, then the Proposal shall expire unless an authorised representative from Kantar has agreed in advance and in writing to extend the deadline.
- 1.2 Kantar is not bound by any errors in the Proposal which are or must be regarded as obvious to the parties. The existence of such errors shall be notified without undue delay.

## 2. THE CONTRACT

- 2.1 The Client appoints Kantar and Kantar accepts such appointment to provide the Services and Deliverables upon these terms of sale, which may only be changed by the written agreement of both parties.
- 2.2 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. Unless otherwise agreed in writing, this Contract shall apply to all Services and Deliverables provided by Kantar to the Client.

## 3. PAYMENT OF FEES

- 3.1 Kantar shall invoice the Client 50% of an agreed Fee on the same day that Kantar commences work on the Services and the remaining 50% on provision of the Deliverables. If a commission lasts longer than three months, the parties shall agree on monthly invoicing in accordance with the Contract or an implementation schedule.
- 3.2 Invoices shall be paid within 15 days from the invoice date. Any payment after this 15 day period shall entitle Kantar to charge interest in accordance with the Act relating to Interest on Overdue Payments, etc.
- 3.3 Kantar shall be entitled to recover expenses it has incurred pursuant to the provision of the Services, unless such expenses have been included in the Fees.
- 3.4 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.
- 3.5 If Kantar provides the Services outside of Norway, and as a result of exchange rate fluctuations it incurs costs additional to those stated in the Proposal, Kantar shall be entitled to remuneration for these costs at the exchange rate applicable at the time payment is made. Where prices quoted in the Proposal refer to currency other than Norwegian kroner, the exchange rate shall be fixed at the spot rate of exchange for Norges Bank on the Acceptance Date.
- 3.6 If any amount payable to Kantar pursuant to this Contract is subject to Tax, that amount shall be increased so as to ensure that the net amount received by Kantar shall, after Tax, be equal to that which would have been received had the payment not been subject to Tax.

## 4. TERMINATION

- 4.1 The duration of the Contract shall be specified in the Proposal.
- 4.2 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), or is dissolved.
- 4.3 For Multi-customer Services if (a) the number of Client subscribers falls below an acceptable level to Kantar or (b) Kantar is unable to or finds it impracticable to continue the Service or any part of it, Kantar shall be entitled to terminate this Contract by serving 1 month's notice at any time. Kantar will use its reasonable endeavours to complete any Deliverable in progress and Kantar will remain entitled to payment for completion of that Deliverable.

## 5. CHANGE, DELAY OR CANCELLATION

- 5.1 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).
- 5.2 If a Service is shortened, delayed, cancelled or terminated early by the Client, the final invoice will include the balance of the Fees for providing the Service 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. If for example the Client cancels the commission later than one week before its planned start, then the Client shall be obliged to pay 15% of the agreed Fee and any other directly related expenses.
- 5.3 The Client is obliged to deliver at the agreed time, and in any event without unnecessary delay, 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.

## 6. SUBCONTRACTING

- 6.1 Kantar shall be entitled to assign its rights under this Contract to any Kantar group Company without requiring the Client's prior written consent.
- 6.2 To assist Kantar in providing the Services, Kantar shall, without requiring the Client's prior written consent, have the right to subcontract any part of the Service and Deliverables to any Kantar group Company or to appropriate third parties, agencies or fieldworkers. Kantar is only responsible for the quality of the services provided by subcontractors if those subcontractors have been selected and paid for directly by Kantar, but not for subcontractors selected by the Client.
- 6.3 With the exception of the above paragraph, neither of the Parties may transfer all or parts of the Contract without the prior written consent of the other Party, although such consent shall not be unnecessarily withheld.

## 7. KANTAR' OBLIGATIONS

- 7.1 Both Parties shall endeavour to comply with "ESOMAR Code of Conduct", ISO 20252 and also the guidelines for commercial operation as issued by the Norwegian Data Inspectorate and the industry's ethical guidelines (see Norsk Markedsanalyse Forening or ESOMAR).
- 7.2 Kantar will use all reasonable endeavours to provide the Service, 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.
- 7.3 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.
- 7.4 Kantar disclaims all guarantees, explicit or implied, for the consequences of any decisions taken on the basis of the Deliverables, including guarantees of marketability and suitability for a specific purpose.

## 8. INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

- 8.1 The Intellectual Property Rights in any Proposal issued by Kantar are and shall remain the exclusive property of Kantar.
- 8.2 For Multi-customer Projects the Intellectual Property Rights in the Deliverables vest in Kantar at all times. The Client will be entitled on the completion of the Services and after payment of the Fee use the Deliverables for its bona fide and proper internal business purposes or other purposes specified in the Proposal, but shall not be entitled to grant licences to others.
- 8.3 The Parties agree 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 disputes.
- 8.4 For Client-Specific Projects, the Intellectual Property Rights in the Deliverables shall always vest in the Client on condition that Kantar has been paid the outstanding Fee for the Deliverables in question. However all copyrights and "know-how" of any kind relating to all techniques, principles and formats and to all trademarks, software, programs, macros, algorithms, modules, methods 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 as part of the Services, the Client acknowledges that its use of such software may be subject to separate licence terms. 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.

- 8.5 The Deliverables are normally provided only for the Client's internal use. The Client undertakes to inform Kantar of any intended wider publication of any Deliverable or any results (whether wholly or in part) supplied by Kantar prior to the final handover. The Client shall not disclose any Deliverable publicly in any manner that exaggerates or distorts the findings of or data supplied by Kantar or is likely to harm Kantar' or any Kantar group Company's reputation or business.
- 8.6 The Client understands that it must inform Kantar in writing prior to the commencement of any work if it intends to make any advertising, public statement, marketing material, press releases or the like ("public statement") that contains the whole or any part of the Deliverables or any part of the Services. The Client shall not make any such public statement based on any Deliverable or on any part of the Services without the prior written consent of Kantar.
- 8.7 Each party shall be entitled to list the other as its service provider or client in marketing/promotional material. Except for this right the Client shall have no right to use the Company's name, trade mark, logo, or slogans without the prior written consent of Kantar.

## 9. CONFIDENTIALITY

- 9.1 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 from 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.
- 9.2 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, to any third party or otherwise make use of or derive benefit from 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.

## 10. DATA PROTECTION AND DATA OWNERSHIP AND STORAGE

- 10.1 In the event that the Service and/or Deliverables involve the supply to the other party of individual's names and/or other personal data for the purpose of controlling or processing such data, the disclosing party shall obtain the necessary consent from the relevant individuals or ensure that it otherwise has the right under the relevant local data protection laws and regulations to provide such data.
- 10.2 In connection, with personal data supplied by the Client to Kantar, Kantar shall: (a) process such data only for the purposes of providing the Services; (b) take such technical and organisational security measures against unauthorised and 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, to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the data to be protected; and (c) answer the Client's reasonable enquires to enable the Client to monitor Kantar' compliance with this clause. The Client undertakes to comply with the relevant local data protection laws and regulations and keep personal data supplied by Kantar secure and only use such data in accordance with such local data protection laws and regulations. Subject to prior consent from an individual, Kantar reserves the right to re-contact an individual for participation in further surveys.
- 10.3 Completed questionnaires, audio and visual tapes and computer records prepared by or 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' internal policies.
- 10.4 Provided that material referred to in clause 10.3 is still held by Kantar, the Client may, on request and at its own expense, be supplied with copies of the survey records which have been used to prepare a Deliverable, subject to the requirements of the ESOMAR Code of Conduct and ISO 20252 concerning the anonymity of respondents. Kantar shall not be required to provide copies of survey records to the Client if, in Kantar' opinion, to do so would be in breach of the ESOMAR Code of Conduct and ISO 20252 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 and that it shall fully indemnify Kantar against any and all claims relating to its breach of the same.

## 11. LIMITS AND EXCLUSIONS OF LIABILITY

- 11.1 Unless otherwise agreed by a letter or fax which is executed by both parties, Kantar' liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission, and/or breach of the terms and conditions set out in the Contract is strictly limited to the amount of any Fees (excluding VAT) receivable by Kantar in respect of the specific Deliverable which is the subject of the potential claim. The Client shall only have the right to bring a claim against Kantar for a period of one year from the date of the completion of the Service or Deliverable or the termination or expiry of this Contract, whichever is the earlier.
- 11.2 Kantar shall not be liable for the Client's loss of profits, loss of turnover, loss of data, loss of business opportunities, or consequential loss. Liability is not excluded for (a) fraudulent misrepresentations, and/or (b) death or personal injury caused by the negligence of either party. If the Client requires additional protection or cover, the Client should take out its own insurance.
- 11.3 If conclusions and/or recommendations are required of Kantar as part of the Deliverable, such conclusions and/or recommendations are solely and exclusively an opinion of Kantar. The Client hereby acknowledges that it shall be solely responsible for any loss or damage resulting from actions taken by it based on interpretation of the Deliverables.

## 12. PRODUCT TESTING

- 12.1 The Client shall indemnify Kantar and Kantar group Companies from and against any losses, third party claims, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which Kantar or Kantar group Companies may suffer 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.
- 12.2 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.

## 13. ELECTRONIC / ON-LINE REPORTING

- 13.1 Electronic reporting will be available for 12 months after completion of the project (final invoice) or from when the Contract is concluded in the case of trackers and ongoing investigations. If access is required beyond this, this shall be subject to a separate agreement. Such agreements may only be entered into for 12 months at a time for completed projects.
- 13.2 Kantar will invoice an annual amount for operating and hosting the reporting solution. The prices are obtained on entering into an agreement or on inquiry.
- 13.3 It may be necessary from time to time to change technical platform, replace a software solution or make changes which will mean that existing solutions cannot be transferred over to the existing platform. Kantar shall inform the Client of this as soon as possible and, together with the Client, attempt to find alternative solutions. Costs in connection with necessary upgrades or moving a reporting solution to a new platform shall be covered by the Client.

## 14. MISCELLANEOUS

- 14.1 The obligations in this Contract which by their nature survive termination or expiry of this Contract shall so survive.
- 14.2 Any notice concerning changes to the Contract shall be given by post or by email.
- 14.3 Kantar shall not be liable for failure to perform its obligations hereunder due to force majeure or the death, illness or dismissal from Kantar of key personnel.
- 14.4 Norwegian law governs this Contract and in the event of a dispute the parties agree to submit to the jurisdiction of the Oslo District Court, which shall be exclusive.

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