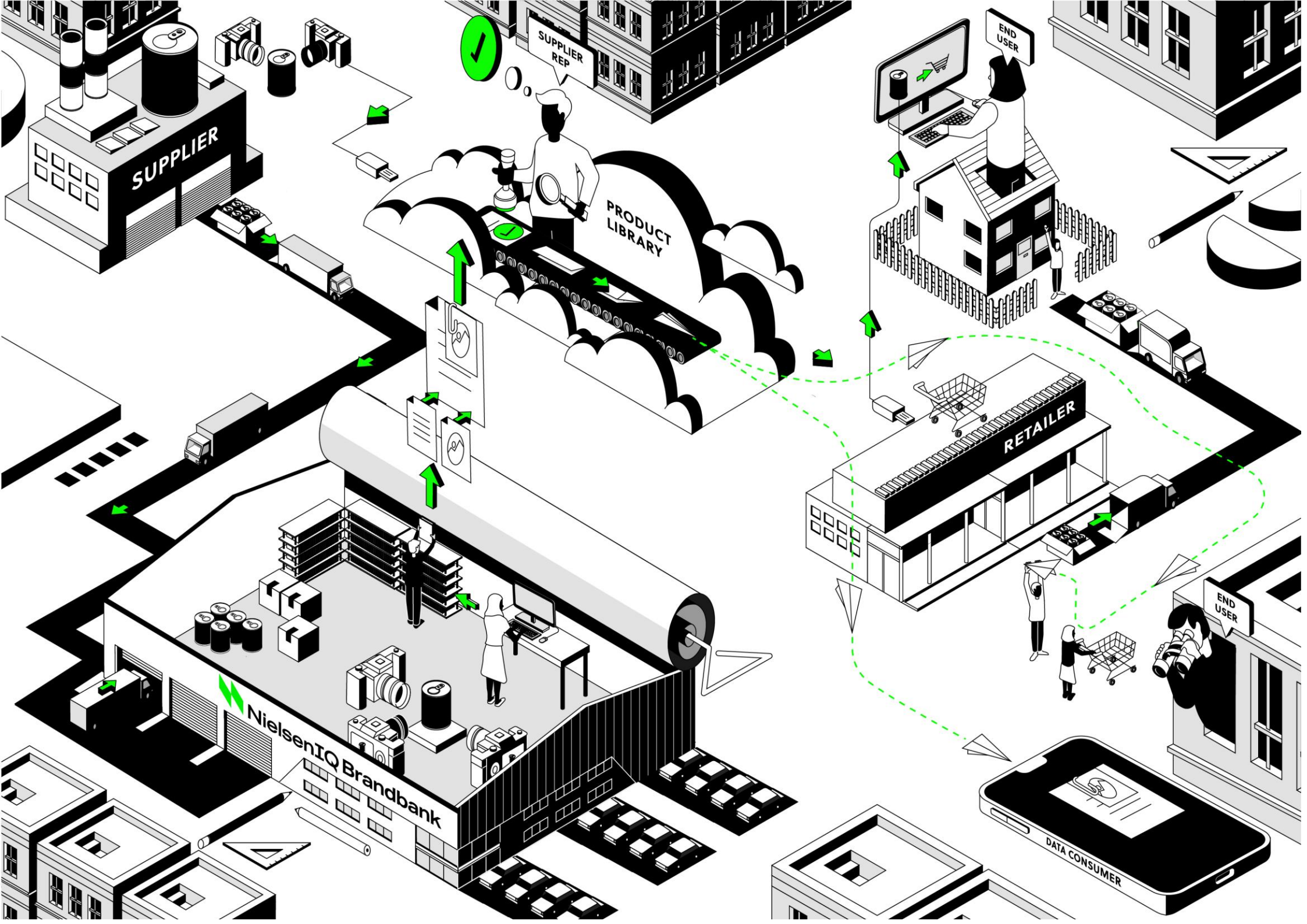




 NielsenIQ Brandbank

Terms & Conditions





NielsenIQ Brandbank

Terms & Conditions

NielsenIQ Brandbank:	NIELSEN CONSUMER LLC of 200 W Jackson Blvd, Chicago, Illinois 60606, USA (trading as 'NielsenIQ Brandbank').			
	NielsenIQ Contact:	Brandbank		Phone/Email:
User:	Company Name:			
	Company Address:			
	User Contact:		Phone/Email:	
Date:				

This agreement is made on the date set out above and is subject to the terms set out below ("**Agreement**").

For ease of reference, this Agreement is comprised of several elements that you should be aware of:

- The core legal terms are contained in Schedule 1. These terms share common elements across all of NielsenIQ Brandbank's Services.
- The Schedule 1 terms are supplemented with further legal terms for each Service type. These are separated into schedules for each Service.
- The Order / Statement of Work will set out the applicable commercial terms e.g. the fees, any product volumes, and the duration of the Services.

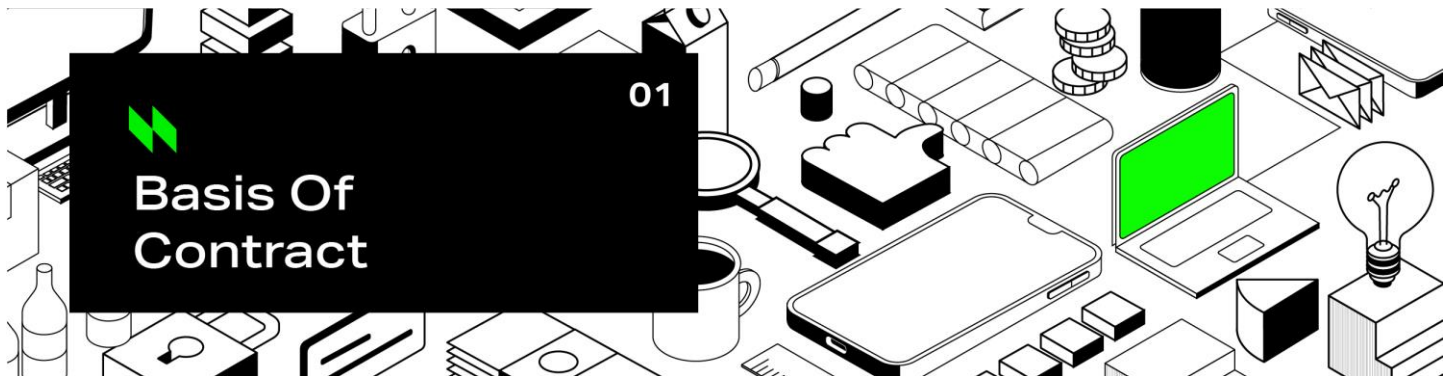
Number	Title
Schedule 1	Standard Terms & Conditions
Schedule 2	Definitions
Schedule 3	Digital Product Content Service
Schedule 4	User Specific Terms & Conditions

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the parties on the date above.

Signed by (name):)
 for and on behalf of **NIELSEN IQ BRANDBANK:**) Date:

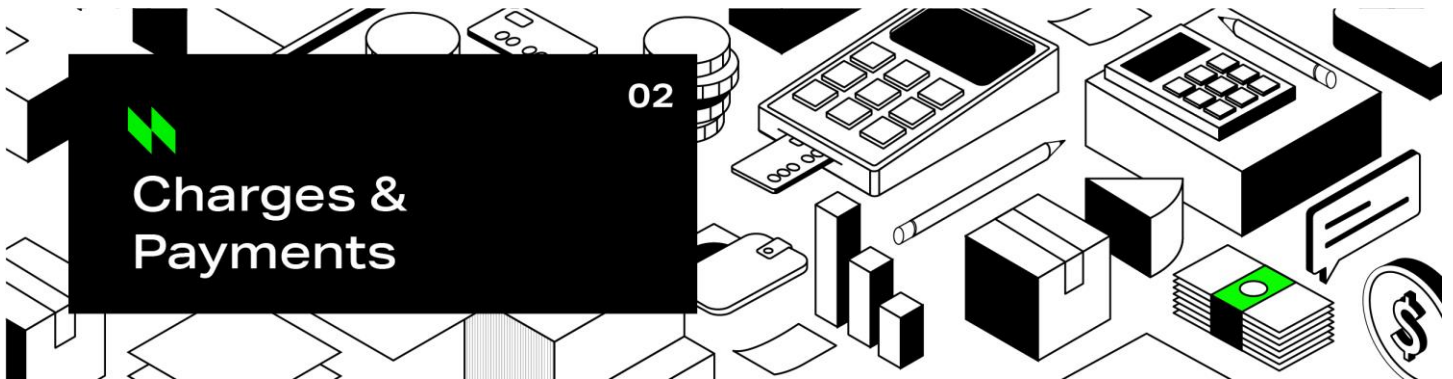
Signed by (name):)
 for and on behalf of the **USER:**) Date:

SCHEDULE 1: STANDARD TERMS & CONDITIONS

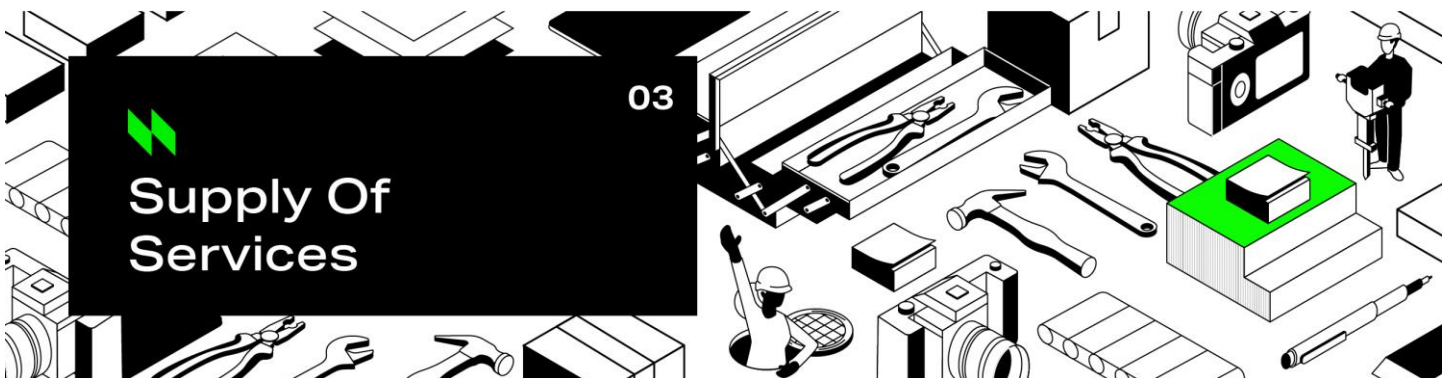


- 1.1 This Agreement will be deemed to be accepted by the User and will be effective on the earlier of:
 - the User confirming its acceptance of this Agreement by any means (including without limitation, signing the Agreement or ticking an opt-in acceptance box on a NielsenIQ Brandbank website or application), on which date this Agreement will come into existence and will continue in force until terminated in accordance with its terms.
- 1.2 In the event of conflict between any part of this Agreement and/or any ancillary documents, the conflicting terms will take precedence in descending order of priority as follows:
 - 1.2.1 any Approval Terms;
 - 1.2.2 any Order / Statement of Work (the most recent version taking priority over previous versions);
 - 1.2.3 Schedule 4;
 - 1.2.4 Schedule1; and

- 1.2.5 any other Schedule, in descending order of appearance in this Agreement.
- 1.3 This Agreement will apply to the exclusion of any other terms that the User seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 1.4 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 1.5 Subject to clause 14.1, the User acknowledges that this Agreement will apply to all current and future dealings between the parties relating to its subject matter.
- 1.6 This Agreement will apply to all Services provided by NielsenIQ Brandbank to the User, irrespective of which person on behalf of the User, or a User Affiliate (where permitted by this Agreement), uses the Services (including any sub-contractors).
- 1.7 Unless otherwise stated in this Agreement, the rights provided under this Agreement are granted to the User only, and shall not be considered granted to any subsidiary or holding company of the User.
- 1.8 In this Agreement, unless the context requires otherwise, the following provisions apply:
- 1.8.1 any capitalized terms in this Agreement will have the meaning set out in Schedule 2 (*Definitions*) or alternatively within the body of this Agreement, unless otherwise stated;
- 1.8.2 any clauses or paragraphs referred to in a Schedule to this Agreement is to a clause or paragraph within that Schedule unless otherwise stated;
- 1.8.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- 1.8.4 the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.



- 2.1 In consideration of the provision of the Services by NielsenIQ Brandbank, the User will pay the charges as set out in the applicable Order.
- 2.2 All amounts payable by the User under this Agreement are exclusive of, and Client shall be responsible for payment of, all value added, goods and services, sales, use and similar taxes chargeable from time to time.
- 2.3 Invoices are due within 30 days of the invoice date. If an invoice not subject to bona fide dispute is not paid within 30 days of the invoice date, NielsenIQ Brandbank may suspend Services until all undisputed invoices are paid. NielsenIQ Brandbank may charge interest on undisputed invoices unpaid after 30 days at the lesser of 1.5% per month or the maximum allowed by law.
- 2.4 PLEASE NOTE: Suspension of the Services in accordance with clause 2.3 may result in the User's Deliverables not being distributed to Data Consumers or Data Consumers not receiving updated feeds of product content (as applicable). Consequently, the User takes sole risk and responsibility for any outdated or unavailable content due to the suspension of the Services.
- 2.5 The User must ensure that it provides a Purchase Order (or equivalent) to NielsenIQ Brandbank no less than 30 days prior to the start date (or renewal date) of an Order, unless otherwise agreed with NielsenIQ Brandbank in writing in advance.

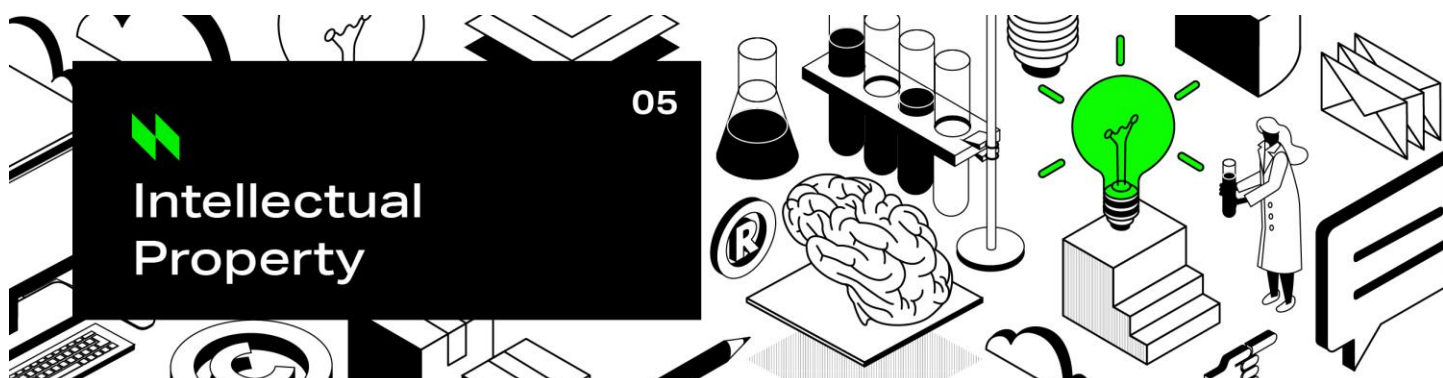


- 3.1 The Services or certain components thereof may be performed by or supported by NielsenIQ Brandbank's Affiliate, Brandbank Limited.
- 3.2 Product Information and Deliverables can only be uploaded to, or downloaded from, the NielsenIQ Brandbank Applications in accordance with the transfer methods used by NielsenIQ Brandbank from time to time. Any upload or download that NielsenIQ Brandbank considers to be large will be subject to special arrangements.
- 3.3 From time to time it may be necessary for NielsenIQ Brandbank to ask the User to use an alternative IP address or URL to access the Services. This may include circumstances where NielsenIQ Brandbank replaces a Server, changes a Server service provider, or changes any Server files.

- 3.4 Subject to circumstances outside of NielsenIQ Brandbank's reasonable control, NielsenIQ Brandbank aims to keep the NielsenIQ Brandbank Applications operational:
- 3.4.1 for a minimum of 99% of the time during Working Hours;
 - 3.4.2 95% of the time overall; and
 - 3.4.3 so that 95% of all Users can log-on within five minutes of their first attempt on any occasion.
- 3.5 NielsenIQ Brandbank shall use reasonable endeavors to publish the times of planned system outages in the NielsenIQ Brandbank Applications. So far as is reasonably practical, NielsenIQ Brandbank shall aim to keep any planned system outages outside of Working Hours and shall aim to keep such outages under four hours' continuous duration on each occasion.
- 3.6 No warranty or representation is given or made by NielsenIQ Brandbank as to the quality of, or suitability for any purpose of, any electronic material that may be downloaded by using the User's Login Information(s) and/or the Services.



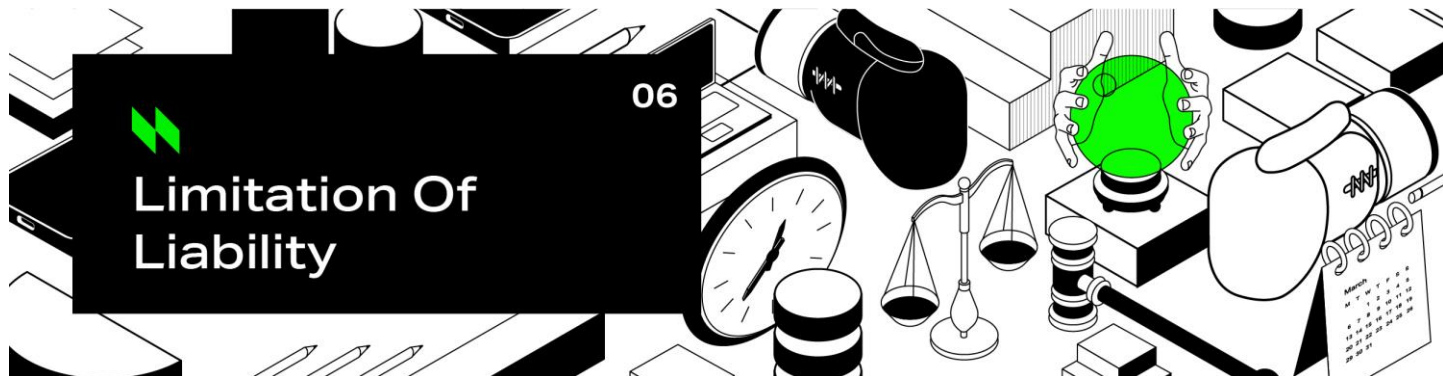
- 4.1 The User will:
- 4.1.1 only use the Services for lawful purposes;
 - 4.1.2 not use the Services to receive, store or transmit material that is obscene, threatening, menacing, offensive, discriminatory, defamatory, in breach of confidence or infringes a third party's IPR;
 - 4.1.3 not transmit or cause to be transmitted through the Services any Virus to any computer or systems of NielsenIQ Brandbank or any third party;
 - 4.1.4 ensure that any Login Information is kept confidential and secure;
 - 4.1.5 without prejudice to the obligations in this clause 4.1.4, notify NielsenIQ Brandbank immediately upon the User becoming aware or suspecting that any User Login Information(s) has been used, or may be known, by any third party;
 - 4.1.6 ensure that any employee or contractor (with access to the Login Information) that ceases to be employed or engaged by the User does not continue to use any such Login Information. The User will indemnify and keep NielsenIQ Brandbank and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by NielsenIQ Brandbank and/or its Affiliates arising out of or in connection with any claim relating to the unauthorized use of any Login Information;
 - 4.1.7 ensure that an appropriate and up-to-date Virus protection program and firewall (both of which should be compliant with good industry standards) is installed and used on any computer used by the User to access the Services;
 - 4.1.8 not use automated systems or software to extract any data, content or material from the NielsenIQ Brandbank Applications or any websites which feature or contain the Deliverables, unless the User has obtained NielsenIQ Brandbank's prior written consent;
 - 4.1.9 permit NielsenIQ Brandbank to publish the name and standard logo of the User as a user of the NielsenIQ Brandbank Services for the duration of this Agreement; and
 - 4.1.10 supply NielsenIQ Brandbank with an up-to-date e-mail address and telephone number for the User's technical support contact.
- 4.2 Where the User chooses to generate an email link to download or access any Deliverables from the NielsenIQ Brandbank Applications, the User acknowledges that third parties can access the relevant Deliverables via the link and therefore the use of the URL is at the User's sole risk and responsibility.
- 4.3 In the event that the User wishes to appoint a third party (e.g. an agency) to have access to its account with NielsenIQ Brandbank, the User must obtain NielsenIQ Brandbank's prior written consent and such third party must enter into NielsenIQ Brandbank's Third Party End User Agreement.



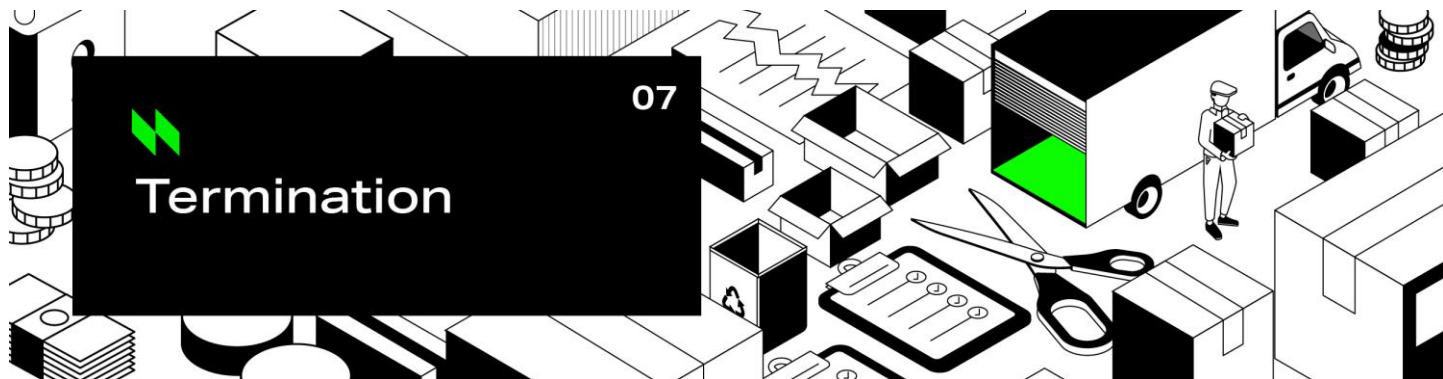
- 5.1 The User acknowledges that it will not acquire any IPR in the Services and that it will have no rights in or to the IPR in the Services other than the right to use the Services in accordance with the license granted in clause 5.2. For the avoidance of doubt, the User will retain all IPR in any data, content or materials generated by the User and provided to NielsenIQ Brandbank for use in the Services.
- 5.2 NielsenIQ Brandbank licenses the IPR in the Services and the Deliverables provided through such Services to the User on a non-exclusive and non-transferable basis to the extent necessary to enable the User to make reasonable use of the Services and the

Deliverables and not for any other purpose. If this Agreement terminates, then the license provided in this clause will automatically terminate. If a Service is terminated for any reason, then the license provided in this clause will automatically terminate in respect of that Service and the Deliverables provided through that Service only, but will otherwise continue in force.

- 5.3 Any IPR created, brought into existence, or acquired, by NielsenIQ Brandbank during the term of this Agreement in providing the Services will vest and remain vested in NielsenIQ Brandbank.
- 5.4 NielsenIQ Brandbank shall procure that the owners or authorized licensors of any Third Party IPR in the Services shall grant NielsenIQ Brandbank a license or, if itself a licensee of those rights, shall grant NielsenIQ Brandbank an authorized sub-license of the Third Party IPR.
- 5.5 NielsenIQ Brandbank warrants that the provision of the Services (excluding any Product Information, Deliverables or any other content provided through the Services) by NielsenIQ Brandbank shall not infringe any third party copyright, trademarks, service marks, database rights, design rights and/or moral rights.

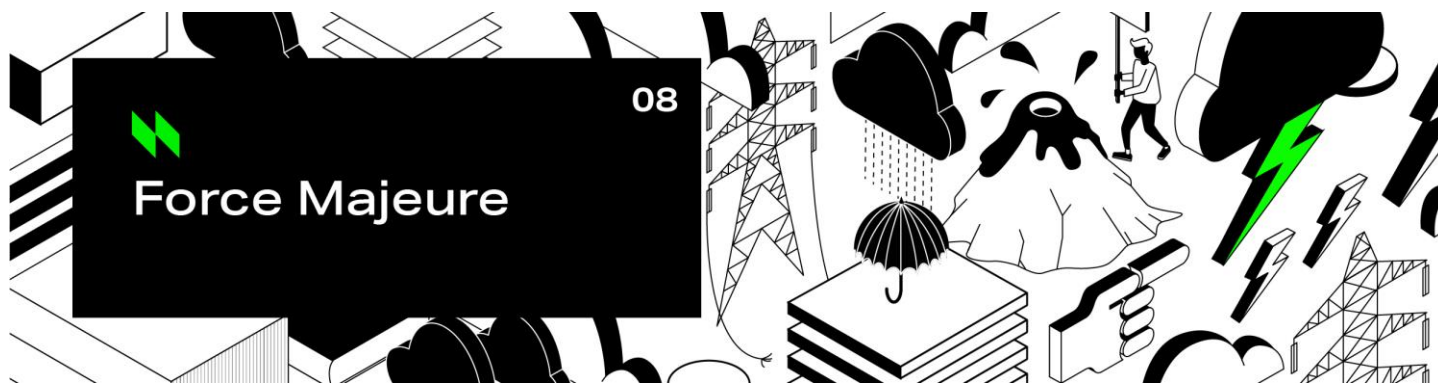


- 6.1 NOTWITHSTANDING ANY OTHER PROVISION, THIS CLAUSE **Error! Reference source not found.** SETS OUT THE LIMIT ON THE ENTIRE FINANCIAL LIABILITY OF EITHER PARTY (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONSULTANTS AND SUB-CONTRACTORS) IN RESPECT OF:
 - 6.1.1 ANY BREACH OF THIS AGREEMENT;
 - 6.1.2 ANY USE OF THE SERVICES BY THE USER; AND
 - 6.1.3 ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- 6.2 SUBJECT TO CLAUSE 6.3, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT.
- 6.3 NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF EITHER PARTY: FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; FOR ANY DAMAGE OR LIABILITY INCURRED BY A PARTY AS A RESULT OF FRAUD OR FRAUDULENT MISREPRESENTATION BY THE OTHER PARTY; UNDER ANY INDEMNITY PROVISION IN THIS AGREEMENT; AND/OR FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.
- 6.4 SUBJECT TO CLAUSE 6.3:
 - 6.4.1 NEITHER PARTY WILL BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODS, LOSS OF CONTRACT, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR INFORMATION OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES;
 - 6.4.2 NIELSENIQ BRANDBANK OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS WILL NOT BE LIABLE FOR:
 - 6.4.2.1 THE TRANSMISSION OF A VIRUS TO ANY COMPUTER OR SYSTEMS USED BY THE USER; OR
 - 6.4.2.2 THE ACCURACY OR COMPLETENESS OF THE PRODUCT INFORMATION, THE DELIVERABLES OR ANY OTHER DATA, CONTENT OR MATERIAL PROVIDED THROUGH THE SERVICES, NOR ANY LOSS OCCASIONED TO THE USER OR ANY THIRD PARTY ACTING OR REFRAINING FROM ACTING IN RELIANCE ON, OR AS A RESULT OF, THE MATERIAL INCLUDED IN OR OMITTED FROM THE PRODUCT INFORMATION, THE DELIVERABLES OR ANY OTHER DATA, CONTENT OR MATERIAL PROVIDED THROUGH THE SERVICES; AND
 - 6.4.3 EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF THE CHARGES PAID BY THE USER FOR THOSE SERVICES UNDER THE ORDER UNDER WHICH SUCH LIABILITY AROSE DURING THE IMMEDIATE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM FOR DAMAGES.

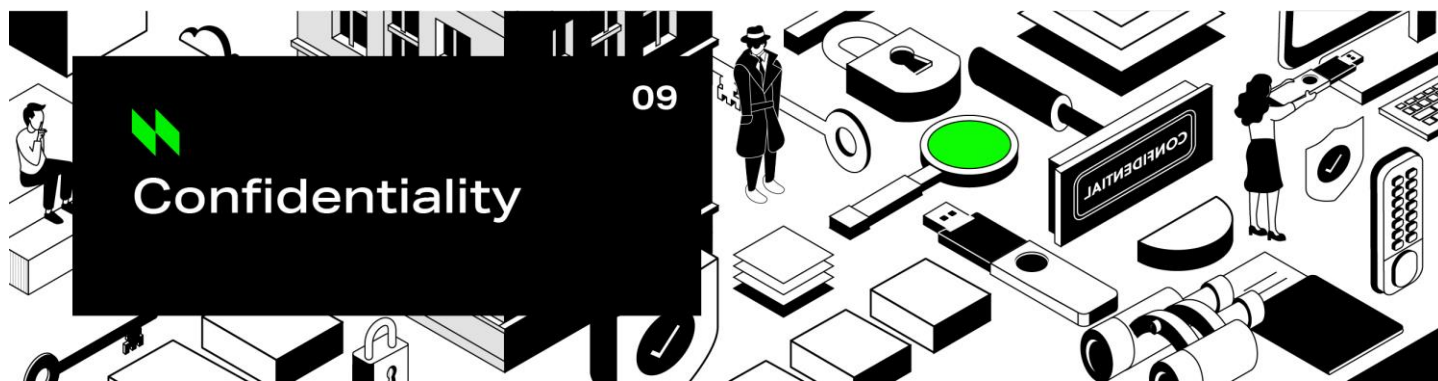


- 7.1 This Agreement may be terminated by either party by providing the other party with at least one months' prior written notice where there are no Orders for Services then in force.

- 7.2 Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- 7.2.1 a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 10 Business Days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so;
- 7.2.2 an event, including (or similar in nature to) the following:
- 7.2.2.1 the Defaulting Party is unable to pay its debts as they fall due;
- 7.2.2.2 the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
- 7.2.2.3 a receiver is appointed in respect of the whole or any part of the Defaulting Party; or
- 7.2.2.4 a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
- 7.2.3 the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 7.3 If this Agreement terminates for any reason:
- 7.3.1 NielsenIQ Brandbank shall not have any obligation to repay any charges paid by the User;
- 7.3.2 notwithstanding any other provision, all charges payable by the User to NielsenIQ Brandbank under this Agreement will become due and payable immediately. This clause is without prejudice to any right by NielsenIQ Brandbank to claim for interest or any other right under this Agreement; and
- 7.3.3 the User must delete and destroy all copies of the Deliverables provided under this Agreement and provide written confirmation of their destruction to NielsenIQ Brandbank within 14 days of the effective date of termination.
- 7.4 Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of a breach of this Agreement which existed at, or before, the effective date of termination.

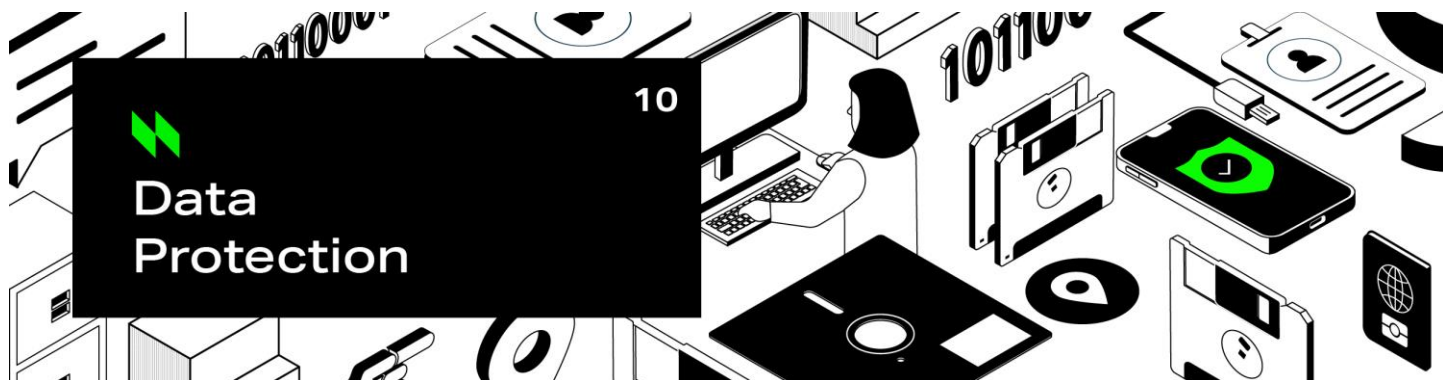


- 8.1 NielsenIQ Brandbank shall not be obligated to furnish any Deliverables and/or Services when conditions outside of NielsenIQ Brandbank's control are not such as to permit NielsenIQ Brandbank to provide such Services in accordance with Nielsen's standards.
- 8.2 In the event either party is delayed in or prevented from performing any act required hereunder (excluding the obligation to make payments when due) due to failure of any communication system or online or off-line computing equipment, labor troubles, inability to procure materials, governmental or judicial orders, acts of God, epidemic, acts of terrorism, weather conditions, third party interference or other similar reason beyond its control, then performance of such act shall be excused for the period of such delay.
- 8.3 NielsenIQ Brandbank may terminate this Agreement and any or all of the Services provided hereunder if NielsenIQ Brandbank or a relevant Affiliate is or will become unable for any reason beyond its reasonable control or is prohibited by mandatory applicable law to perform its obligations hereunder pursuant to clause 8.1 or 8.2.
- 8.4 Clauses 8.1 and 8.2 will not affect the User's payment obligations under this Agreement.

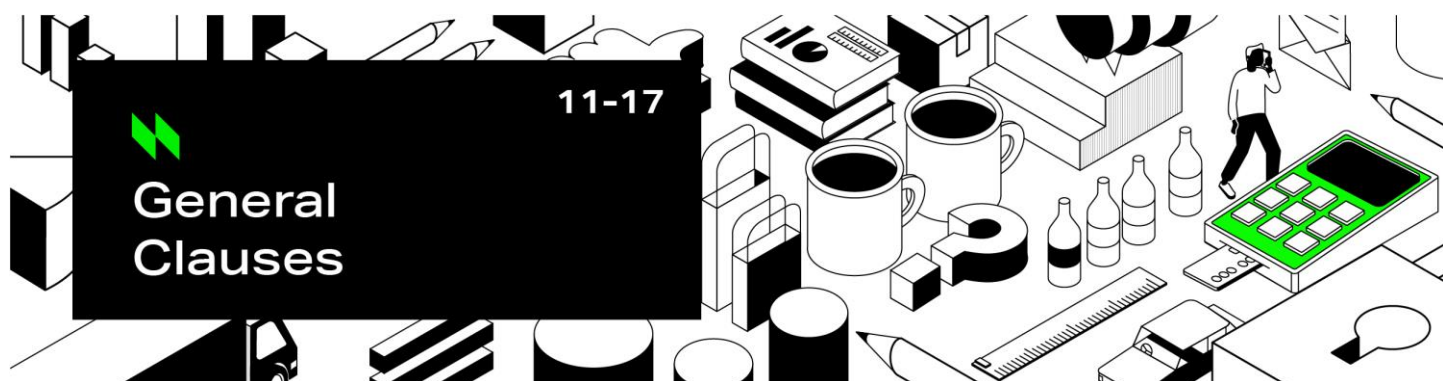


- 9.1 A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 9.2 In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:

- 9.2.1 to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
 - 9.2.2 not to copy or write down any part of the Confidential Information except as is reasonably necessary in connection with the Services;
 - 9.2.3 not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its employees, agents and sub-contractors who need access to the Confidential Information strictly in connection with discharging the Receiving Party's obligations under this Agreement and provided that such employees, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
 - 9.2.4 to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorized disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 9.3 Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:
- 9.3.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
 - 9.3.2 the Receiving Party can show:
 - 9.3.2.1 was in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
 - 9.3.2.2 to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - 9.3.3 the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - 9.3.4 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 9.3.5 is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 9.4 This clause **Error! Reference source not found.** will survive the termination of this Agreement.



- 10.1 The parties agree to comply with their respective obligations under the applicable Data Protection Laws.
- 10.2 NielsenIQ Brandbank shall process the User's representative's personal data in accordance with its Privacy Notice at <https://www.brandbank.com/privacy-policy/> (as updated from time to time). The parties acknowledge that it is not otherwise anticipated that personal data will be shared or processed under this Agreement.
- 10.3 Subject to clause 10.2, where any other personal data is required to be processed pursuant to the Services, the parties agree to negotiate in good faith and enter into the NielsenIQ Brandbank Data Processing Agreement or Data Sharing Agreement (as applicable).



11. USE OF THE NIELSEN IQ BRANDBANK APPLICATIONS

- 11.1 Except as expressly set out in this Agreement the User will not (and must ensure that its officers, employees, agents and contractors will not):
- 11.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the NielsenIQ Brandbank Applications in any form or media or by any means;
 - 11.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the NielsenIQ Brandbank Applications, including its underlying source code;
 - 11.1.3 access all or any part of the NielsenIQ Brandbank Applications or any data contained therein in order to build a product or service which competes with the NielsenIQ Brandbank Applications; and
 - 11.1.4 use the NielsenIQ Brandbank Applications in a way that could damage, disable, overburden, impair or compromise the NielsenIQ Brandbank systems or security or interfere with other users' use of the NielsenIQ Brandbank Applications.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such provision will be severed and the remainder of this Agreement will continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

13. NOTICES

All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's address specified on the cover sheet of this Agreement or such other address as is notified to the other party in writing. It is agreed that serving notice by email or fax will not be an effective method of providing notice under this Agreement.

14. VARIATION

- 14.1 NielsenIQ Brandbank reserves the right at any time to modify this Agreement or the Services and to impose new or additional terms or conditions. If the User continues to use the Services after 30 days of being notified of any such modification or additional terms, the User will be deemed to have accepted these changes and they will be incorporated into this Agreement.
- 14.2 Subject to clause 14.1, no variation of this Agreement will be effective unless it is in writing and signed by the authorized representatives of the User and NielsenIQ Brandbank.

15. ASSIGNMENT AND SUB-LICENSING

- 15.1 This Agreement is for the benefit of, and binding on, the parties and their respective successors and assigns. It may not be assigned by either party without the prior written consent of the other party, except that NielsenIQ Brandbank may, upon notice, transfer its rights and obligations under this Agreement to a NielsenIQ Brandbank Affiliate.
- 15.2 NielsenIQ Brandbank may sub-contract any of its rights or obligations under this Agreement. The User may sub-contract any of its rights or obligations under this Agreement provided that it has obtained NielsenIQ Brandbank's prior written consent and ensures that any of its sub-contractors are made aware of, and are legally bound to comply with, the terms of this Agreement. Each party will remain fully responsible for the acts and omissions of any of its sub-contractors.

16. AUDIT

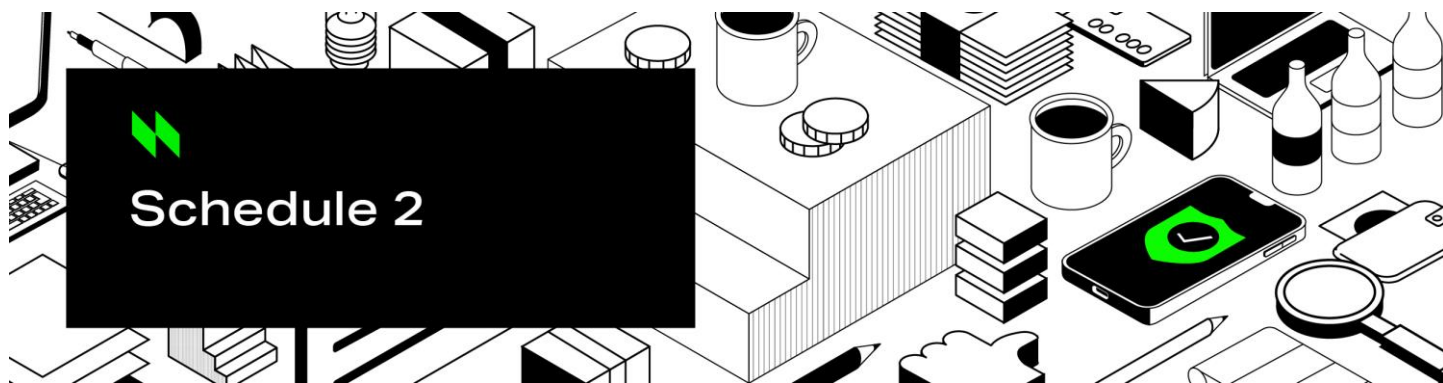
- 16.1 During the term of this Agreement and for a period of two years following its termination, upon reasonable notice to the User, NielsenIQ Brandbank will have the right to audit all usage of the Deliverables by the User, provided that the User will not be required to submit to such audit more than twice in any calendar year. The User will provide NielsenIQ Brandbank (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit. The parties will bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 16.1, unless the audit identifies a material default by the User, in which case the User will reimburse NielsenIQ Brandbank for all of its reasonable costs incurred in the course of the audit.
- 16.2 If an audit identifies that the User is in breach of this Agreement, without prejudice to NielsenIQ Brandbank's other rights and remedies, the User will promptly take the necessary steps to comply with its obligations (including making an additional payment for any use of the Deliverables outside of the agreed license scope at NielsenIQ Brandbank's then current rates).

17. MISCELLANEOUS

- 17.1 This Agreement, any Orders and any ancillary agreements may be signed in counterparts. Each signed copy of a document will be deemed to be an original, but all signed copies, when taken together, will constitute one and the same agreement.
- 17.2 All obligations in this Agreement which expressly, or by their nature, are intended to continue beyond the termination of this Agreement (including provisions relating to confidentiality, liability, indemnification, data protection and governing law) will survive the termination of this Agreement.
- 17.3 Nothing in this Agreement is intended to, or will be deemed to establish any partnership or joint venture between the parties, make a party the agent of the other party or authorize a party to make or enter into any commitments for or on behalf of the other party.
- 17.4 No one other than a party to this Agreement, their successors and permitted assigns, will have any right to enforce any of its terms.
- 17.5 The rights and remedies provided under this Agreement are in addition to, and are not exclusive of, any rights or remedies provided by law.
- 17.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.



This Agreement shall be governed by the law of the State of Illinois, United States of America, without regard to its choice of law provisions. The parties agree to the exclusive personal jurisdiction of the State and Federal Courts located in Chicago, Illinois for purposes of determining all disputes arising in connection with this Agreement and hereby waive all objections to venue in those courts.



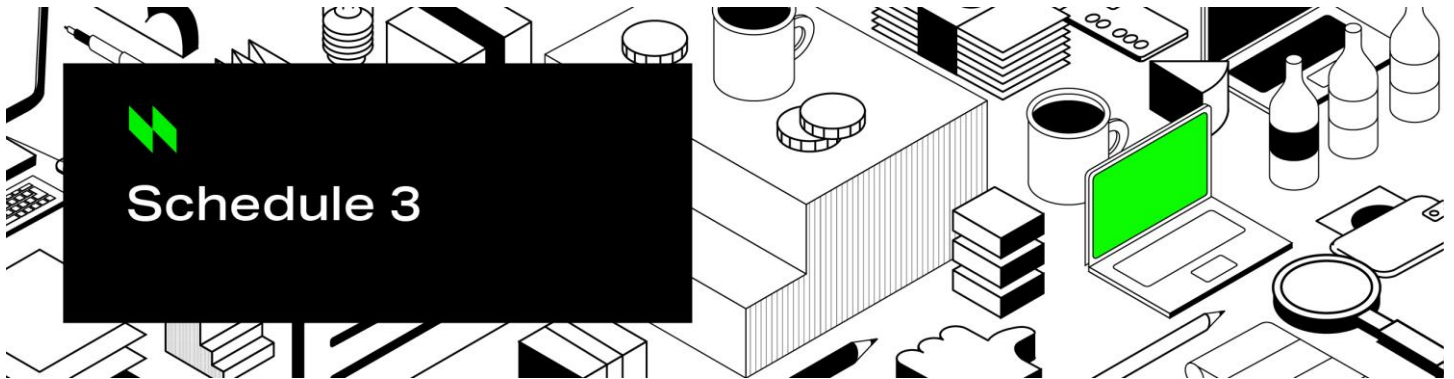
DEFINITIONS

1. DEFINITIONS

1.1. In this Agreement, the following definitions apply:

Affiliate	any company which is under common management control of, and of which more than 50% of the shares (or equivalent) are owned by: a party; a subsidiary of that party; its parent company; or any direct or indirectly owned subsidiary of such parent company.
Approval Terms	any terms and conditions appearing on the NielsenIQ Brandbank Applications, including the web page that Users use to approve the Deliverables and other content for publication.
Business Day	means Monday to Friday, excluding any bank holidays in the United States.
Consumer Unit	any product provided for the Services with a UPC, GTIN or any other product without such codes that are designated as a 'Consumer Unit' by NielsenIQ Brandbank in its absolute discretion and/or any product provided for the Services with a GTIN, ITF-14 or any other product without such codes designated as a 'trading unit' by NielsenIQ Brandbank in its absolute discretion.
Data Consumer	any retailer or syndication customer that receives Deliverables under one of the NielsenIQ Brandbank Services.
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time.
Deliverables	any data, content or materials created by NielsenIQ Brandbank or provided through the Services, including images, models, animations or text generated by NielsenIQ Brandbank from, or relating to, Consumer Units and any data transcribed by NielsenIQ Brandbank from, or relating to, Consumer Units through the provision of the Services.
Digital Product Content Service	a service for the creation and/or hosting of Deliverables and the transmission of such Deliverables to Data Consumers.
End Date	the date that NielsenIQ Brandbank notifies a Data Consumer to remove Deliverables relating to a Consumer Unit from its e-commerce platforms and publications.
Hatch Date	the date that NielsenIQ Brandbank is notified by the User through the NielsenIQ Brandbank Applications that the Consumer Unit is ready to be displayed on Data Consumers' e-commerce platforms and publications.
IPR	any patents, trademarks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United States or any other part of the world together with any goodwill relating or attached thereto.
Label Notice	a notice to the effect that the Product Information is supplied by the Consumer Unit brand owner/manufacturer and those Consumer Units and their ingredients frequently change. Consequently, any information which is actually on the physical Consumer Unit must also be read by the end-consumer and the end-consumer should only rely on the information contained on the physical Consumer Unit.
Login Information	any digital certificate or security token given to the User by NielsenIQ Brandbank, or agreed with the User by NielsenIQ Brandbank, for the purpose of gaining access to the Services.
Market Statement	a statement that the Product Information relates to Consumer Units for sale in the intended destination market.
Merchandising Exchange Service	a service enabling a NielsenIQ Brandbank customer to access Deliverables in order to create virtual planograms for merchandising, space planning and category management purposes.
NielsenIQ Brandbank Applications	the applications that receive and manage the storage and dissemination of the Deliverables, including the NielsenIQ Brandbank 'Product Library'. This definition shall also include any software or applications used by NielsenIQ Brandbank in the provision of the Services from time to time.
Order	the User's order for Services placed through the NielsenIQ Brandbank Applications or as set out in a purchase order form, Statement of Work or the User's acceptance of a NielsenIQ Brandbank quotation (as appropriate).
Product Information	any data, content or materials relating to a Consumer Unit (including any text, images, photographs, videos, documents and animations) provided by the User for the Services.
Server	the hardware which runs the NielsenIQ Brandbank Applications and shall be deemed to also include the operating system and all other software required to run the hardware.
Services	the Services detailed in this Agreement and/or an Order.
Statement of Work	a document entered into by the parties which incorporates the terms of this Agreement and provides further specifications for the Services.
Supplier	a Consumer Unit brand owner and/or manufacturer.
Third Party End User Agreement	an agreement allowing a third party (e.g. an agency) to have access to the User's account with NielsenIQ Brandbank.
Third Party IPR	any IPR used in the Services that is owned by a third party.
UPC	a Universal Product Code, which is generally a 12 digit Consumer Unit identification code.
User	the entity specified on the cover sheet of this Agreement and where the context requires 'User' shall also include any individual person which uses any of the Services on behalf of such entity or a User Affiliate (where permitted by this Agreement), including any sub-contractors.

Virus	any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Working Hours	09:00 to 17:00 Central Time on a Business Day.



DIGITAL PRODUCT CONTENT SERVICE

1. SERVICE OVERVIEW

1.1. The Digital Product Content Service can involve:

- 1.1.1. NielsenIQ Brandbank receiving pre-created product images and/or data relating to the User's Consumer Units ("**User Works**"); or
- 1.1.2. the User sending NielsenIQ Brandbank physical Consumer Unit samples, product artwork files, supplied data and/or supplied images ("**Consumer Unit Samples**") to enable NielsenIQ Brandbank to create images and/or data relating to the User's Consumer Units,

and all or part of such content may be provided by the User to NielsenIQ Brandbank via a designated portal (as notified by NielsenIQ Brandbank to the User from time to time) ("**Content Validation Portal**"), via the NielsenIQ Brandbank self service system for digital product content management ("**Self Service Portal**") or via a machine to machine data feed ("**M2M Feed**").

1.2. NielsenIQ Brandbank may provide any combination of the following services:

- 1.2.1. capturing images of Consumer Units supplied to NielsenIQ Brandbank by the User;
- 1.2.2. transcribing the packaging information on the Consumer Units from physical samples or images of the Consumer Units or from data tables or spreadsheets containing Consumer Unit data;
- 1.2.3. uploading the images and data to the NielsenIQ Brandbank Applications for approval by the User;
- 1.2.4. hosting pre-created images and/or data on behalf of the User;
- 1.2.5. physical measurement and the capture of Consumer Unit weights and measurements;
- 1.2.6. 'Optimised Images' where User agrees a set of imagery guidelines for NielsenIQ Brandbank to create enhances image artwork, specifically for clearer presentation of the Consumer Unit on mobile devices;
- 1.2.7. 'CGI Images' where NielsenIQ Brandbank creates 3D/CGI images;
- 1.2.8. 'Retailer Specific Content' where the User provides optimized product related information for Data Consumers to supplement certain product attributes;
- 1.2.9. 'Enhanced Data' i.e. where the User provides contextual content which is recorded as an additional attribute in the NielsenIQ Brandbank Applications; and/or
- 1.2.10. 'Merchandising 2D/3D' i.e. where NielsenIQ Brandbank is requested to create additional content for e-commerce purposes such as 360-degree Consumer Unit rotation with deep-zoom capabilities,

or any other new features made available by NielsenIQ Brandbank from time to time of a similar nature to the above services.

2. USER OBLIGATIONS

2.1. Without prejudice to clause 4 of Schedule 1 (*Standard Terms & Conditions*), the User:

- 2.1.1. must provide NielsenIQ Brandbank with up to date Consumer Unit Samples throughout the term of this Agreement to ensure that the Deliverables contained within the NielsenIQ Brandbank Applications are current at all time and the User is responsible for payment of the fees for the revisions for the relevant Consumer Units (where applicable within the scope of the User's relevant Order);
- 2.1.2. warrants that it:
 - 2.1.2.1. will provide NielsenIQ Brandbank with its Consumer Unit Samples for processing under the Digital Product Content Service at least 15 days prior to the earlier of: (i) the User's preferred Hatch Date; (ii) the date that the Consumer Unit is due to go 'live' with a Data Consumer (either in-store or online); or (iii) the date that the Deliverables are required by a Data Consumer for the purposes of space planning;
 - 2.1.2.2. will notify NielsenIQ Brandbank in writing in advance where any Consumer Units are of a hazardous nature. The User must ensure that any such Consumer Unit samples that are sent to NielsenIQ Brandbank are packaged appropriately (with clear warning labels) to reduce any risks of contamination or injury. The User will be responsible for collecting and/or disposing of any hazardous Consumer Units or medical Consumer Units at the User's sole cost within a period of 14 days from the completion of the image and/or data capture process under the Digital Product Content Service;
 - 2.1.2.3. has the appropriate authority to instruct NielsenIQ Brandbank to create the Deliverables relating to its Consumer Units; and
 - 2.1.2.4. has the appropriate authority to approve the Deliverables relating to its Consumer Units; and
- 2.1.3. subject to paragraph 2.1.4 below, must approve the Deliverables in the NielsenIQ Brandbank Applications within a period of three months from the Deliverables being made available for approval. In the event that the User does not approve the

Deliverables within this period, the Deliverables will be deleted from the NielsenIQ Brandbank Applications and the fees for the relevant Consumer Unit will remain due and payable in full. In this event, the relevant Consumer Unit would need to be re-processed through the Digital Product Content Service as a new Order and the full fees for the Consumer Unit shall be payable again by the User;

- 2.1.4. subject to paragraph 2.1.3, will approve the Deliverables in the NielsenIQ Brandbank Applications in accordance with the Approval Terms to ensure that: they are compliant with all applicable laws; all images provided by NielsenIQ Brandbank through the Digital Product Content Service are representative of the relevant Consumer Unit; and all text transcribed by NielsenIQ Brandbank is accurate and consistent with the information on the relevant Consumer Unit;
 - 2.1.5. acknowledges that where it submits Product Information or Deliverables directly for 'live' distribution in the NielsenIQ Brandbank Applications (i.e. where the User does not approve the Product Information or Deliverables in accordance with the Approval Terms), the User will be deemed to have verified and assumed sole responsibility and risk for such Product Information's, or Deliverables', accuracy, contents and compliance with all applicable laws;
 - 2.1.6. warrants that it has obtained all necessary licenses, consents and approvals (including from any relevant medical body) required for the marketing of each of its Consumer Units; and
 - 2.1.7. hereby grants to NielsenIQ Brandbank and its Affiliates a non-exclusive, irrevocable, perpetual, royalty-free, transferable, worldwide license to use all IPR in each of its Consumer Units and the Product Information solely in connection with NielsenIQ Brandbank providing any of its Services to NielsenIQ Brandbank clients (including the Merchandising Exchange Service) and its Affiliates' services to the Affiliates' clients from time to time.
- 2.2. The User hereby acknowledges and agrees that NielsenIQ Brandbank shall have no liability to the User or any Data Consumer for its use of the license granted in paragraph 2.1.7.
 - 2.3. The User agrees that any User Works must adhere to the NielsenIQ Brandbank requirements for supplied content, as notified by NielsenIQ Brandbank to the User from time to time. The User also agrees that where it provides NielsenIQ Brandbank with User Works, it will also be required to provide product weights and dimension information in relation to the applicable Consumer Units. NielsenIQ Brandbank has no obligation to publish any User Works where the User fails to comply with this clause.
 - 2.4. The User may use an alternative upload mechanism for User Works instead of the Content Validation Portal, but this will be subject to NielsenIQ Brandbank's prior written approval and the application of additional fees and commercial terms.
 - 2.5. Where the User has established a M2M Feed with NielsenIQ Brandbank, the User acknowledges and agrees that it is only permitted to update its full product catalog once per calendar month, except that new products and updated product versions may be transmitted upon their creation.

3. AMENDMENTS

- 3.1. Subject to paragraph 3.2, the User may amend (or request that NielsenIQ Brandbank amends on its behalf) certain aspects of the Product Information in the NielsenIQ Brandbank Applications relating to one or more of its Consumer Units' packaging information to correct an error or inaccuracy or to provide additional information that is not addressed on the Consumer Unit packaging samples (or any other method of providing Product Information) that have been provided to NielsenIQ Brandbank ("**Amendment**"). Any Amendment to a Consumer Unit must be approved as part of the Deliverables in the NielsenIQ Brandbank Applications.
- 3.2. The User acknowledges that NielsenIQ Brandbank is entirely reliant upon the accuracy of the Product Information as provided by the User and any assurances given by the User and therefore NielsenIQ Brandbank will not be responsible to the User or any third party for any Amendment under any circumstances.
- 3.3. The User warrants that where an Amendment affects the on-pack Product Information of a Consumer Unit (i.e. where there is an amendment to the previous Product Information or an addition to the Product Information which is required to be addressed on the Consumer Unit by law), it will promptly update the Consumer Unit packaging so that the Deliverables approved by the User match the physical Consumer Unit.

4. NIELSENIQ BRANDBANK OBLIGATIONS

- 4.1. NielsenIQ Brandbank shall provide the User with the Digital Product Content Service in accordance with the terms of this Agreement and the terms of the applicable Order. For the avoidance of doubt, where applicable, NielsenIQ Brandbank shall transcribe the information which appears on the Consumer Unit samples only. If any additional information is required, or if any amendments are required to the Consumer Unit, the User must submit a revised version of the Consumer Unit sample and/or packaging artwork and/or images (as applicable) to NielsenIQ Brandbank for processing (unless otherwise agreed with NielsenIQ Brandbank in writing).
- 4.2. Subject to paragraph 4.3, NielsenIQ Brandbank shall not make any amendment to any Deliverable once it has been approved by the User in accordance with paragraphs 2.1.3 or 2.1.4, unless NielsenIQ Brandbank has obtained the prior consent of the User (such consent not to be unreasonably withheld or delayed).
- 4.3. After the Deliverables have been approved by the User in accordance with the terms of this Agreement and the Approval Terms, NielsenIQ Brandbank shall not make any changes other than to the format or typographical arrangement of the Deliverables in accordance with Data Consumers' requirements.
- 4.4. The User acknowledges and agrees that NielsenIQ Brandbank's sole responsibility in relation to the contents of the Deliverables is to obtain the User's approval of the contents of the Deliverables.
- 4.5. Subject to NielsenIQ Brandbank's compliance with paragraph 4.3 above, NielsenIQ Brandbank shall not be responsible to the User for any liability for the Deliverables published to a Data Consumer.

5. SELF-SERVICE TERMS

- 5.1. Certain NielsenIQ Brandbank Applications permit the User to upload, edit and de-list User Works relating to its Consumer Units directly via the Self Service Portal. Where the User's use of the Self Service Portal is funded initially by a retailer, the parties hereby acknowledge and agree that there is sufficient consideration for the parties to enter into this Agreement on the basis of the exchange of promises and obligation contained herein.
- 5.2. The User acknowledges and agrees that the types of data and images that are capable of being uploaded and managed by the User within the Self Service Portal may be limited (e.g. a single image and packaging data), but the scope of content may be subject to change from time to time.
- 5.3. The User must provide label image and/or product artwork.
- 5.4. The User will be able to bulk upload the User Works to the Self Service Portal.
- 5.5. The User Works may be downloaded by the User from the Self Service Portal in a standard CSV file extract.

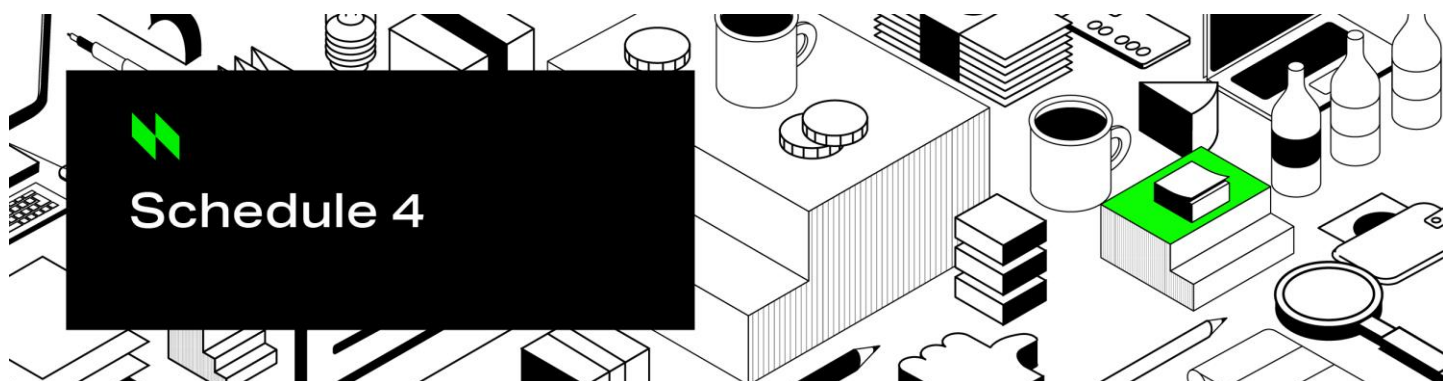
- 5.6. NielsenIQ Brandbank may undertake actions in relation to the User Works on behalf of the User within the Self Service Portal provided that NielsenIQ Brandbank has received the User's instructions. NielsenIQ Brandbank will also be able to view and administer the Consumer Units within the User's account, manage the data model and run reports.
- 5.7. The User must approve all User Works within the Self Service Portal before they are published and the User must agree to the applicable Approval Terms within the Self Service Portal.
- 5.8. Published User Works will be submitted to the NielsenIQ Brandbank Product Library for distribution to Data Consumers.

6. BULK APPROVAL TERMS

- 6.1. The parties acknowledge that the User (or NielsenIQ Brandbank, where NielsenIQ Brandbank approves the User Works on the User's behalf) may not be approving the User Works for each individual Consumer Unit due to a bulk approval option, but notwithstanding, the User warrants, represents and undertakes that any User Works will be pre-approved by the User prior to the User providing the User Works to NielsenIQ Brandbank. The User will have sole risk and responsibility for the use of, and reliance on, such User Works by NielsenIQ Brandbank and any third parties.
- 6.2. The User is solely responsible for its compliance with all applicable product and labeling laws and regulations in force from time to time in the market in which the relevant Consumer Units are to be sold.
- 6.3. Pursuant to paragraph 6.1, the User acknowledges and agrees that NielsenIQ Brandbank is simply providing a distribution mechanism for the User Works and that NielsenIQ Brandbank is not directly analyzing the data or images provided by the User through the NielsenIQ Brandbank Applications. Consequently, Brandbank shall have no liability in relation to the User Works to the User, any regulator, any legal authority or any other third parties.

7. INDEMNITY

- 7.1. The User will indemnify and keep NielsenIQ Brandbank and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by NielsenIQ Brandbank and/or its Affiliates arising out of or in connection with any claims or fines:
 - 7.1.1. for actual or alleged infringement of a third party's IPR arising out of or in connection with the User's Consumer Units and/or the Product Information or the Deliverables relating to the User's Consumer Units;
 - 7.1.2. in respect of the content of the Product Information or the Deliverables (including their accuracy or completeness) relating to the Consumer Units supplied by the User;
 - 7.1.3. in relation to the validity, accuracy and legality of any Amendment (including any claims relating to the fact that the online information does not match the physical Consumer Unit packaging information);
 - 7.1.4. in relation to the Product Information or the Deliverables compliance with applicable laws and regulations (including without limitation, failure to comply with the User's label compliance requirements); and/or
 - 7.1.5. arising from the Deliverables relating to a Consumer Unit not being the latest product version or being out of date.



USER-SPECIFIC TERMS & CONDITIONS

No User specific terms apply to this Agreement.