

KANTAR STANDARD TERMS & CONDITIONS

Definitions

"Acceptance" means written, oral or other acceptance by a Client of a Proposal or Statement of Work by the Company for the Services. If a Client operates a purchase order system then Acceptance will only apply on receipt by the Company of the Client purchase order number for the agreed fees as per the applicable Statement of Work.

"Ad-hoc Services" means one-off bespoke or custom market research and/or consultancy services provided by Company which are not Continuous Services.

"Background Intellectual Property Rights" means all Intellectual Property Rights owned by the Company or sub-contractors prior to this Contract or developed separately from it.

"Client" means the party to whom the Company provides the Services as per the applicable Statement of Work.

"Company" means TNS New Zealand Limited, with registered address Level 1, 46 Sale Street, Auckland 1010

"Confidential Information" means 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.

"Continuous Services" means bespoke continuous or tracking market research and/or consultancy services and which are not Ad-hoc or Syndicated Services provided by the Company.

"Contract" means these terms and conditions together with the detailed services as included in the applicable Statement of Work constitute the entire agreement between the parties. In the event of a conflict; these terms and conditions prevail over those in the Proposal.

"Control" means the ownership (directly or indirectly) of a majority of the voting shares of such entity or is the ability (directly or indirectly) to appoint a majority of the directors of such entity or the authority to direct the management or policies of such entity, by contract or otherwise.

"Controller Personal Data" means any Personal Data Processed by a Processor or a Sub-processor on behalf of the Controller pursuant to this Contract.

"Data Protection Legislation" means all laws and regulations, including laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Contract.

"Deliverables" means survey results, reports, data, summaries, comments, discussion, and/or analysis provided by the Company to Client as set out in the applicable Statement of Work.

"GDPR" means EU General Data Protection Regulation 2016/679 and the terms: "Controller", "Data Subject", "Personal Data", "Processing" and "Processor" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

"Independent Auditor" means an auditor from PWC, Deloitte, KPMG, Ernst & Young or another mutually agreeable internationally recognized auditing firm that is not employed on a contingency basis;

"Initial Term" means the agreed minimum period of the Services as outlined in the applicable Statement of Work.

"Intellectual Property Rights" means inventions, patents, moral rights, copyright, database rights, trade marks, designs, patents and/or know how or intellectual property rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

"Kantar Companies" means any of the companies in the Kantar Group; a network of operating companies, under common Control and trading as Kantar from time to time but excluding Europanel.

"New Zealand Privacy Laws" means the New Zealand Privacy Act 2020 and, to the extent applicable, the Unsolicited Electronic Messages Act 2007.

"Proposal" means the written proposal and/or quotation (exclusive of GST unless otherwise stated) provided by the Company to the Client, which proposal shall be valid for acceptance for 1 month from the date of issue.

"Services" means the Ad-hoc Services and/or Continuous Services and/or Syndicated Services (as the case may be) as specified in the applicable Statement of Work.

"Statement of Work" means the document entered into by the parties which outlines their agreement in respect of the detailed Services and/or Deliverables and their related fees.

"Sub-processor" means any third party appointed directly by Agency to Process Controller Personal Data on behalf of Client in connection with this Contract.

"Syndicated Services" means market research services which are either commissioned by the Company (or other Kantar Companies) or commissioned by and/or conducted for more than one Client and which includes subscription services.

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

1. The Contract

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

1.2 Any changes to the agreed Services or Deliverables may incur additional fees and/or expenses which will be agreed in writing between the Company and the Client prior to such changes being implemented.

2. Payment of Fees

2.1 Unless otherwise agreed in writing, for Continuous Services and Syndicated Services payment of the basic annual fees will be made in monthly instalments in advance,

commencing on the date of Acceptance at the beginning of each month thereafter.

2.2 For Ad-hoc Services invoicing of the fees shall be based upon the duration of the Services as follows: a) Statements of Work with a duration of less than 2 months 50% on Acceptance and 50% on completion; b)) Statements of Work with a duration of between 2 and 6 months 1/3rd on commissioning of project 1/3rd on completion of fieldwork 1/3rd on completion of project;; and c) Statements of Work with a duration of more than 6 months quarterly: 1st business day of the 2nd month each quarter.

2.3 All invoices shall be due on the invoice date and shall be subject to payment within 30 days. Any payment after this 30-day period shall entitle Company to charge interest at the rate permitted by statute from the invoice date to the date when the Company receives full payment. Client shall pay the interest promptly on demand.

2.4 Unless the Proposal or Statement of Work details otherwise, all fees are quoted exclusive of Goods and Services Tax (GST) (or any other equivalent sales tax or applicable withholding taxes). If any such taxes are due then the Company shall include such amounts on the invoice over and above the agreed fee.

2.5 Except where already included within the agreed fees; the Company shall be entitled to invoice for and recover reasonable expenses incurred pursuant to the provision of the Services. Any such expense recharge invoices will include a breakdown. The Client reserves the right to request on an ad-hoc basis copy receipts for any individual items greater than \$500, within a reasonable time from the recharge invoice being issued.

3. Term and Termination

3.1 The Contract duration will be specified in the applicable Statement of Work.

3.2 Subject to clause 4.2; either party may terminate this Contract for convenience by giving the other party: (i) three (3) months' prior written notice in respect of Ad-Hoc Services; and (ii) 6 (six) months' prior written notice in respect of Continuous Services and Syndicated Services; provided no such termination may be effective earlier than the expiry of the Initial Term, if specified in the applicable Statement of Work.

3.3 In addition, in respect of Syndicated Services, the Company shall be entitled to terminate such Services on 1 month's prior written notice where, in the Company's reasonable opinion, the continued provision of such Services to the Client is not commercially viable (for example, where the number of subscribers to such Services falls below an acceptable level).

3.4 Either party may terminate this Contract immediately for a material breach by the other which is incapable of remedy or, if capable of remedy, is not remedied within 45 days of notification being given to the defaulting party.

3.5 The parties agree that some or all of the Services may be terminated by a party pursuant to clauses 3.2 and 3.4 without affecting the remaining aspects of this Contract.

4. Change, Delay or Cancellation

4.1 If, the Client requests changes to the Services, or any aspect of the Services, the Company reserves the right to revise the fees and timelines accordingly.

4.2 If the Services, or any aspect of the Services, are shortened, delayed, cancelled or terminated early under clause 3.2 above by the Client, the final invoice will include, the balance of the fees for providing the Services to the date of termination plus any reasonable costs and expenses committed by the Company prior to the change in Services,

and/or any set-up costs not yet recovered, and/or recovery of any discounts which were conditional upon the original agreed scope (if applicable)..

4.3 The Client is responsible for the prompt delivery to the Company of all material owned by or in possession of the Client reasonably required by Company 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 the Company in providing the Services.

5. Subcontracting

5.1 To assist the Company in providing the Services the Company shall have the right to subcontract any part of the Services and Deliverables to other Kantar Companies or, after consultation, to appropriate third parties, agencies or fieldworkers. The Company is only responsible for the quality of the services provided by subcontractors if those subcontractors have been selected and paid for directly by the Company. If the Client designates a specific subcontractor, then the Company shall not be responsible for the accuracy, completeness or quality of the work of that subcontractor.

6. Company's Obligations

6.1 The Company warrants that it shall use reasonable skill and care in providing the Services and Deliverables and will comply with Kantar's corporate governance policies as per www.Kantar.com. However, the Client acknowledges and accepts that (a) the response rates to surveys/questionnaires cannot be predicted and are not guaranteed by the Company, (b) all figures contained in Deliverables will be estimates derived from sample surveys and subject to the limits of statistical errors/rounding up or down, (c) if conclusions and/or recommendations are required of the Company as part of the Services, such conclusions and/or recommendations are solely and exclusively an opinion of the Company and are based on variable assumptions used in the field of market research and forecasting and based on a controlled test environment. Whilst they are the result of careful analysis and thorough work procedures, they constitute a single factor among many to be taken into account by the Client; (d) Client shall be solely responsible for the consequences of any action taken by it based on the Deliverables or pursuant to its interpretation of the Deliverables; and (e) the Company shall use reasonable endeavours to meet the agreed timelines, however, the Client recognises that these dates are estimates only and Company shall not be responsible for any loss or damage as a result of a failure to meet such dates.

6.2 To the maximum extent permitted by law, the Company disclaims all other warranties, either express or implied, including warranties for merchantability, and fitness for a particular purpose.

6.3 The Company agrees to use all reasonable endeavours to comply with the Research Association of New Zealand Code of Conduct where applicable to the Services.

7. Intellectual Property Rights and Public Statements

7.1 The Company shall own all right, title and interest in the Proposal including all ideas, solutions and methodologies, unless subsequently purchased by the Client in an applicable Statement of Work, in which case clauses 7.2 through to 7.8 shall apply.

7.2 The Company shall own the Intellectual Property Rights in the Background Intellectual Property Rights.

7.3 For Syndicated Services the Intellectual Property Rights in the Deliverables vest in the Company at all times. The Client will be entitled on the completion of the Services

and after payment of all fees due to the Company to use the Deliverables for the bona fide and proper internal purposes of its business but shall not grant licences to others.

7.4 For Ad-hoc and Continuous Services the Intellectual Property Rights in the Deliverables vest in the Client subject to payment of all fees due to the Company in respect of such Deliverables, and the Company and Kantar Group Companies shall have the right to use without charge, such Deliverables for their internal use and in connection with any relevant legal dispute. It is understood and agreed that Company retains all rights, title and interest in and to the Background Intellectual Property Rights. Company hereby grants to Client a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Contract), irrevocable, fully paid, royalty-free license to use the Background Intellectual Property Rights to the extent they are included in, and as necessary to use and exploit internally, the Deliverable(s) contemplated by this clause and solely as incorporated in such Deliverable(s). Further, all materials and intellectual property owned by third parties (such as third party data, images and software) shall remain the sole and exclusive property of such third parties, except as may be otherwise provided in an applicable agreement with such party, and subject to their license terms.

7.5 The Client shall not disclose the Deliverables, or any part thereof, publicly in any manner that is likely to harm the Company's or Kantar Companies' reputation or business. In particular, the Client agrees not to use the Deliverable in any manner that could or does exaggerate, distort or misrepresent the findings of or data supplied by the Company.

7.6 The Client understands that it must inform the Company 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 contain the whole or any part of the Deliverables or any part of the Services.

7.7 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Deliverables shall only be disclosed upon prior written consent of the Company (which consent shall not be unreasonably withheld).

7.8 The parties 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 marks, logos, or slogans without the prior written consent of the Company.

8. Confidentiality

8.1 The receiving party agrees that it shall (a) use the Confidential Information only to fulfil its obligations pursuant to this Contract; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not 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 (c) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information except that the receiving party may retain a copy for legal purposes along with any copies retained within their computer system's back-up media taken as part of their standard disaster recovery procedures and so long as this clause 8 continues to apply to any such copies..

9. Data Protection

9.1 Both parties shall comply with their respective obligations under Data Protection Legislation and/or the New Zealand Privacy Laws (to the extent applicable) in connection with the performance of their obligations under this Contract.

9.2 In relation to the Data Protection Legislation:

- a) the duration of the Processing, the nature and purpose of the Processing, the types of Controller Personal Data and categories of Data Subjects Processed under this Contract are further specified in the Statement of Work.
- b) In the event that the Services and/or Deliverables involve the Processing of Personal Data for the purpose of the Services the Controller shall ensure the necessary consent from the relevant Data Subjects has been obtained or ensure that it otherwise has the right under the Data Protection Legislation to Process such Personal Data.
- c) In connection with Personal Data supplied by the Client to the Company, the Company shall: (a) Process such Personal 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 Controller 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 Controller Personal Data to be protected; and (c) answer the Controller's reasonable enquires to enable the Controller to monitor the Processor's compliance with this clause.
- d) The Controller warrants and undertakes that where it provides Controller Personal Data to the Processor it has lawfully obtained such Personal Data and has, without limitation to the generality of the foregoing obtained all necessary consents from Data Subject or that it has another appropriate legal basis to be able to Process such Controller Personal Data in accordance with this Contract.
- e) The Processor shall reasonably cooperate with the Controller in meeting the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR) in relation to Personal Data provided by the Controller to the Processor. Controller accepts that certain sensitive information in relation to IT and security will be redacted before being audited and may only be audited at the Processor's premises. With the Processor's agreement, this audit may cover documents only or may include a supervised and controlled onsite audit, subject to Customer notifying Processor of the identity of the Independent Auditor and that such Independent Auditors have entered into an appropriate confidentiality agreement with the Processor. Audits shall take place no more than once in any calendar year. Costs of the audit, including appointment of the Independent Auditor, will be borne by Controller. Processor shall be entitled to review and retain any audit report, prepared by Independent Auditor and to consult the Independent Auditor on the content, prior to the report being submitted to the Controller. For the avoidance of doubt, all confidential information of Processor obtained pursuant to any audit shall be maintained in confidence and may not be disclosed to any third party. Neither the Independent Auditor or Controller shall be permitted to perform penetration tests, vulnerability scans, or

otherwise interrogate the Processor's network or information technology systems. In no circumstances shall Controller or Independent Auditor have access to (a) individual payroll and personnel files; (b) individual expenditure or records relating to the Processor's other clients; (c) any of the Processor's overhead costs; or (d) the Processor's server rooms or IT systems.

10. Limits and Exclusions of Liability

10.1 Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities, or indirect 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; and/or (c) any loss which may not be limited by law. The Company shall not be liable for any loss howsoever arising from or in connection with the Client's interpretation of the Deliverables.

10.2 Save in relation to the liability pursuant to clause 11, either party's maximum aggregate liability however so arising under or in connection with this Contract whether in contract, tort, (including negligence), breach of statutory duty or otherwise shall not exceed the higher of NZD100,000 or the amount of the fees in the applicable Statement of Work giving rise to the claim.

11. Product Testing

11.1 Notwithstanding anything to the contrary in this Contract where the Services involve testing or using the Client's products (including prototypes) and/or third party products supplied by Client, the Client shall pay all costs relating to, and indemnify the Company and other Kantar Companies from and against, any losses, third party claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which the Company and other Kantar Companies may suffer or incur relating to or arising directly or indirectly out of or in connection with testing or using such products.

12. Miscellaneous

12.1 The obligations set out in clauses 2, 4.2, 7, 8, 9, 10, 11, 12.2, 12.7 and 12.8 shall survive termination for a period of 1 year.

12.2 Any notice given hereunder shall be in writing and sent by electronic mail or by registered post with a receipt from Company. In the case of the notice to the Company, notices shall also be copied to the Managing Director, Chief Finance Officer and Chief Legal Officer at the address for the Company as in the Company definition.

12.3 The Company shall not be liable for failure to perform its obligations hereunder due to factors beyond its control such as fires, storms, riots, strikes, disease, shortages of materials, lock-outs, wars, key employees not being available to perform the Services, or any part thereof, through death, illness or departure from the Company, floods, civil disturbances, terrorism, Governmental control, restriction or prohibition whether local or national.

12.4 Other than in the course of a bona fide public recruitment exercise, neither party shall, without the prior written consent of the other, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of the Services, solicit or entice away from the other party or employ (or attempt to employ) any person who is engaged as an employee of the other party involved in material aspects of the provision or receipt of the Services

12.5 The invalidity or unenforceability of any part of this Contract shall not affect the other provisions of this Contract.

12.6 The Company shall be entitled to assign its rights and obligations under this Contract either to any member of the Kantar Group, or in the event of a change of control, and will notify Client in writing of such assignment. The Company shall also be entitled to assign receivables due from Client

12.7 No term of this Contract shall be enforceable by a third party.

12.8 This Contract shall be governed by and construed in accordance with the laws of New Zealand and the courts of New Zealand shall have exclusive jurisdiction.

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