

PURCHASING TERMS AND CONDITIONS

1. **Entire Agreement.** The following terms and conditions together with the Purchase Order, attached hereto and incorporated herein (“**PO**”), contain the sole and entire agreement between the parties with respect to its subject matter (“**Agreement**”) and shall not be modified except by a written instrument signed by Ipsos and Supplier. No other document, including Supplier’s proposal, quotation, or acknowledgement form, will be part of this agreement, unless Buyer has specifically referenced the document in his PO. Supplier’s general terms and conditions will not be applicable, even if they are part of such document or reference is made to them in such document. The Terms and Conditions of Supplier are deemed to be invalid.
2. **Services.** Ipsos hereby engages Supplier to perform services (the “**Services**”), as defined in the PO, which set forth the specifications for the deliverables, the timing for delivery, and any other information relevant to the deliverables. Supplier shall perform and deliver the Services pursuant to the specifications set forth in each PO, in a timely, diligent, and workmanlike manner, and with the highest professional standards of Suppliers who perform comparable services within or for the market research industry. Supplier shall provide the Services with at least the same degree of quality and timeliness customarily exercised by Supplier in connection with its own business operations. Time is the essence in the performance of the Services. Supplier shall not subcontract any of its obligations hereunder without Ipsos’ prior written consent. Ipsos may, upon reasonable notice and at any reasonable time, audit the processes relevant for the provision of Supplier services or the services provided by any approved subcontractor of Supplier.
3. **Representations and Warranties.** Supplier represents and warrants that (i) it shall perform all Services in accordance with all generally accepted professional industry standards and practices applicable to the advertising and marketing research industry, including, without limitation, the International Code of Marketing and Social Research Practice issued by the ICC, ESOMAR and, if required by the respective ordering Ipsos entity and mandatory for all orders of the Ipsos GmbH, ADM; (ii) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws, as well as the German “Mindestlohngesetz” (if applicable); (iii) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the performance of its Services; (iv) the Services shall not violate or infringe upon the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party; and (v) Supplier shall not use the name, logos or trademarks of Ipsos or any of Ipsos’ end clients in any publicity (including press releases) or advertising without Ipsos’ prior written consent.
4. **Payment Terms.** The fees for the Services shall be as set forth in the PO. In the case of tracking studies requiring the periodic delivery of data, Supplier will invoice a pro-rated amount of the entire study cost on a monthly or quarterly basis as mutually agreed in the PO. Unless the billing schedule is set forth in the PO, all amounts due under the PO will be invoiced upon completion of the project. All invoices are due within sixty (60) days of receipt of an invoice that is reasonably satisfactory to Ipsos in form and content. Ipsos shall have the right to cancel or postpone a PO upon written notice to Supplier, provided that Ipsos agrees to compensate Supplier for the actual fees and expenses (on a pro-rated basis) for all work performed by Supplier through the effective date of such cancellation or postponement (except in the event of cancellation or postponement due to a breach of this Agreement by Supplier).
5. **Ownership.**
 - 5.1. **Ownership of Work Product.** Ipsos shall own all ideas, designs, concepts, materials, reports, data, analyses, inventions, discoveries, improvements, and processes created or developed by Supplier which result from the performance of the Services, including, without limitation, all deliverables identified in the PO and all intellectual property rights therein (collectively, the “**Work Product**”). Supplier hereby assigns and transfers to Ipsos all of Supplier’s right, title and interest in and to the Work Product (if any) and hereby undertakes, upon Ipsos’ request, to take such actions and execute such documents as Ipsos may reasonably request in order to better evidence and perfect such assignment and transfer and protect Ipsos’ rights therein.

- 5.2. **Ownership of Ipsos Methodologies.** Supplier agrees that all questions and questionnaires developed or provided by Ipsos, and Ipsos' software, technology, research methodologies, and other intellectual property rights (collectively, "**Ipsos IP**") are and shall be solely owned by Ipsos and constitutes Ipsos' confidential and proprietary information.
- 5.3. **No Use.** Supplier will not use, sell or disclose for its own benefit or the benefit of any third party any such Ipsos IP or the Work Product or any other data resulting from any Services performed hereunder that include information that is confidential and/or proprietary to Ipsos and/or any of Ipsos' end clients, without the express written permission of Ipsos.
- 5.4. **Ownership of Supplier Sample Sources/Methodologies.** Ipsos agrees – unless otherwise agreed upon - that Supplier's respondent community and the identities of the respondents, software, technology, research methodologies (other than those supplied by Ipsos or Ipsos' end clients) and other data that may be used by Supplier to render the Services are and shall be solely owned by Supplier and constitute its confidential and proprietary information. Ipsos will never try to identify data subjects, which are only described by ID or numbered list.
6. **Confidentiality.** "Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, tools, techniques, methodologies, processes, lessons learned, models, know-how, algorithms, specifications, computer programs and software; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project proposals, personnel and business relationships, including, without limitation, any information relating to the business or intellectual property of Ipsos' end clients.
- 6.1. Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfill its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. For the avoidance of doubt: Subcontractors of Supplier are third parties. Confidential Information shall not be disclosed to a subcontractor, unless there is a written confirmation by Ipsos. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Upon completion of the Services or the disclosing party's earlier written request, the receiving party shall at disclosing party's option either: (i) return disclosing party's Confidential Information, in whatever form held by the receiving party, or (ii) certify in a writing signed by a duly authorized officer or representative of the receiving party that such Confidential Information, in whatever form held, has been destroyed.
- 6.2. The obligation of confidentiality, however, shall not apply to information which: (i) is at the time of receipt or dissemination, or thereafter becomes, generally available to the public other than through a breach of this Agreement by the receiving party; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired from the disclosing party; (iii) is acquired or rightfully received without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or applicable law, provided that the receiving party first gives the disclosing party reasonable notice of such court order or law and an opportunity to oppose and/or attempt to limit such production.
7. **No subcontracting.** The involvement of subcontractors by Supplier for the purpose of performing the Services shall only be admissible with prior written consent of Ipsos.

8. **Data Protection.** If Supplier collects, stores or processes any personally identifiable information in connection with the Services (“PII”), Supplier hereby undertakes (i) to protect and safeguard such PII and/or (ii) to use and disclose any PII collected, stored, processed and disclosed strictly in accordance with the provisions hereof and any applicable privacy laws, rules and regulations. Ipsos may, on reasonable notice and at any reasonable time, audit the PII management practices and the data security practices of Supplier or any approved subcontractor of Supplier.
9. **Indemnification.** Supplier shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable attorneys’ fees, initiated by or on behalf of third parties to the extent arising out of any acts or omissions of Supplier or any breach or violation by Supplier of its representations and warranties or other terms of this Agreement.
10. **Limitation of Liability.** Ipsos shall not be liable to Supplier for lost profits or revenues or other economic loss, including consequential, special, or other similar damages, arising from or related to this agreement, except with respect to third party indemnification claims as specified above.
11. **Insurance.** At all times during the course of performing any Services for Ipsos, Supplier will maintain insurance of the types and in the amounts sufficient to cover its obligations under this Agreement. Upon the request of Ipsos, Supplier will promptly furnish Ipsos with certificates confirming such insurance coverage.
12. **Assignment, Transfer and Set-Off.** Supplier shall not assign or transfer this Agreement without the express prior written consent of Ipsos. Supplier shall not be entitled to assign its claims vis-à-vis Ipsos or to have such claims collected by third parties. Supplier shall only be entitled to set off against uncontested claims or claims recognized by declaratory judgement. The same shall apply regarding any retention rights.
13. **Independent Contractors.** The parties hereto are independent contractors of, and not an employee, agent or authorized representative of, the other party. No agency, partnership, joint venture, employer-employee relationship, or other business combination between Supplier and Ipsos is intended or created by this Agreement.
14. **Business Partner’s Code.** Supplier has to comply with all relevant conventions of ILO.
15. **United Nations Global Compact.** Ipsos is ascribing superior importance to social responsibility in all entrepreneurial activities and is hence participating in the “United Nations Global Compact” initiative. This initiative is based on ten fundamental principles intended to make globalization more social and economic and to prevent corruption. Ipsos is committed to implement the principles of UN Global Compact which are detailed and can be accessed via www.unglobalcompact.org. Ipsos’ suppliers are asked to observe these principles, and Contractor hereby agrees to be so bound.
16. **Audit.** During the Term hereof, Ipsos or Client of Ipsos may decide to audit the performance of the Services by Supplier, at Supplier’s costs, in order to assess the compliance of Supplier with the terms of the Agreement, and in particular with the schedule and quality indicators specified in the relevant Statement of Work, as well as with any rules relating to confidentiality, data protection, information security. The audit shall be conducted by Ipsos, Ipsos’ Client or any external auditors appointed by the latter, within a period of ten (10) business days after receipt of a written notice. Supplier undertakes to give access to its premises and to any files requested about the Services. If the audit reveals any breach or failure attributable to Supplier, Supplier shall forthwith take all measures necessary to cure the breach or failure within the maximum period specified by Ipsos in the notice of failure. In case of failure of the Supplier to cure the breach or failure, Ipsos is entitled to terminate the agreement with immediate effect.

17. **Other provisions.** Supplier shall be liable for any damages and shall bear all costs which Ipsos incurs due to the non-compliance with these provisions. Supplier shall also be responsible for the compliance of its subcontractors with these provisions.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of Germany without reference to its principles of conflicts of law. Each party hereto consents exclusively to jurisdiction and venue in Hamburg (Germany) for all disputes arising out of this Agreement or relating to the Services.
19. **Severability.** If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance. Any changes of or amendments to this Agreement must be in writing to become effective.