NIELSEN: PURCHASE ORDER TERMS AND CONDITIONS

(Goods and Services)

1. General. A Nielsen-issued purchase order ("Purchase Order"), together with these terms and conditions ("Terms and Conditions") and any attachments incorporated therein (the foregoing, collectively, the "Purchase Agreement") applies to the purchase of specified goods or services (collectively, "Products") by the Nielsen company indicated in the Purchase Order ("Nielsen"). This Purchase Agreement constitutes the entire agreement between Nielsen and Seller with respect to the Products described therein. If a separate written agreement governing the purchase of such Products exists between Nielsen and Seller, the terms of such agreement shall govern.

2. Acceptance and Precedence of Terms. Seller's acknowledgment of this Purchase Agreement or commencement of performance under a Purchase Order shall constitute Seller's acceptance of the Terms and Conditions. Any proposal or other document by Seller which incorporates by reference the terms and conditions of any other contract or agreement which is hereby deemed material alterations and notice of objection and rejection of them is hereby given. Except as otherwise set forth in Section 1 of these Terms and Conditions, this Purchase Agreement shall remain in full force and effect notwithstanding the incorporation by reference of any other contract or agreement. Seller agrees that any Products shipped, weight, and the date of shipment. Freight and other charges must be shown if required for Seller's performance, and Seller immediately notifies Nielsen in writing, then the price of such defective or non-conforming Products to Seller at Seller's expense and recover from Seller all

3. Provision of Goods and/or Services. Seller will provide Products as specified in this Purchase Agreement. If the Purchase Order is placed on an open price basis and in absence of subsequent agreement, the price to Nielsen shall be in accordance with price quoted at the time of the inquiry, and the price to any other customer of Seller for the same or substantially similar Products of comparable quantity in effect as of the date of the Purchase Order.

4. Nielsen’s Property; Insurance.

   a. Property. All materials, including components, raw stock, design materials, special tools and equipment which are incorporated into or used in the manufacture of any of the Products to be shipped hereunder unless so stated by Nielsen shall remain Nielsen’s property. In addition, all special tools and equipment which are identified as a reimbursable item in the Purchase Order or specifically acquired for performance of this Purchase Order shall remain Nielsen’s property. Except as otherwise set forth in the Purchase Order, such property shall be used only for filling orders for Nielsen and shall be (a) kept segregated and clearly marked as Nielsen’s property (b) maintained in good condition, normal wear and tear excepted and (c) surrendered to Nielsen upon request to Nielsen.

   b. Insurance. Seller shall be responsible for all loss or damage of Nielsen property and shall, at its expense, maintain protection and insurance against loss or damage thereof, with respect to the Products shipped hereunder unless otherwise prohibited by law, in an amount sufficient to cover replacement cost. Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, consultants, subcontractors or persons under Seller’s control.

5. Shipments and Delivery.

   a. Time. Time is of the essence in Seller’s performance of its obligations. Seller will immediately notify Nielsen if Seller’s timely performance under the Purchase Agreement is delayed or likely to be delayed. Nielsen’s acceptance of Seller’s notice will not constitute Nielsen’s waiver of any of Seller’s obligations or Nielsen’s rights or remedies.

   b. Terms. Seller will honor all Nielsen routing instructions. Instructions may be indicated on the Purchase Order or in a separate routing instruction.

6. Incorrect Delivery. Incorrect deliveries are Products delivered: (i) in excess of the amounts stated on a Purchase Order; (ii) more than three (3) business days prior to the delivery due date indicated on a Purchase Order; (iii) on a Purchasing Order with a shorter lead time; (iv) by carrier other than Nielsen’s designated carrier; (v) if the incorrect invoice and the packing list. Seller shall ensure that it has made all necessary arrangements; taken possession of any and all required permissions or other documents; and has complied with all requirements including, but not limited to notifications and / or registrations, so that the goods clear the relevant border without delay. If applicable, Seller agrees to comply with U.S Customs Security Filing ("ISF") requirements and agrees to include the following "ISF data elements" on the commercial invoice: (1) Manufacturer name and address; (2) Seller name and address; (3) Buyer name and address; (4) Ship to name and address; (5) HTSUS number; and, (6) Country of Origin. Nielsen will provide the ISF data elements to Seller. Seller is responsible for ensuring that all Products are conforming Products to Seller at Seller’s expense and recover from Seller all amounts paid herefore; (iii) correct the defective or non-conforming Products itself and charge Seller the cost of such correction; or (iv) utilize the defective Products and reject it from the Products as written.

8. Performance Remedies.

   a. Failure to Accept. Nielsen will, with 60 days notice, give notice of any defect in design, material, workmanship and manufacture; (ii) the Products will conform to the applicable documentation, or to other descriptions and specifications set forth in this Purchase Agreement; (iii) the Products will be suitable for the purposes for which Nielsen intends, including without limitation purposes made known to Seller; and (iv) all of the warranties set forth herein, nor shall waiver by Nielsen of a requirement pertaining to any acceptance criteria, drawing or specification for one or more of the Products constitute a waiver of such requirement with respect to any other Products covered by the Purchase Agreement.

9. Payments. All undelivered payments due hereunder to Seller shall be paid to Seller in United States dollars (unless otherwise specified in the Purchase Order) not later than ninety (90) days following the later of: (i) the Delivery Date; (ii) the date of Nielsen’s acceptance of all of the Products pursuant to a Purchase Order; or (iii) Nielsen’s receipt of a correct invoice and certifications of conformity of all of the Products pursuant to a Purchase Order.


   a. Property. All materials, including components, raw stock, design materials, special tools and equipment which are incorporated into or used in the manufacture of any of the Products to be shipped hereunder unless so stated by Nielsen shall remain Nielsen’s property. In addition, all special tools and equipment which are identified as a reimbursable item in the Purchase Order or specifically acquired for performance of this Purchase Order shall remain Nielsen’s property. Except as otherwise set forth in the Purchase Order, such property shall be used only for filling orders for Nielsen and shall be (a) kept segregated and clearly marked as Nielsen’s property (b) maintained in good condition, normal wear and tear excepted and (c) surrendered to Nielsen upon request to Nielsen.

   b. Insurance. Seller shall be responsible for all loss or damage of Nielsen property and shall, at its expense, maintain protection and insurance against loss or damage thereof, with respect to the Products shipped hereunder unless otherwise prohibited by law, in an amount sufficient to cover replacement cost. Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, consultants, subcontractors or persons under Seller’s control.

7. Acceptance; Return.

   a. Acceptance. Acceptance of the Products will be in accordance with the acceptance criteria for the Products, as specified in the applicable Purchase Order, unless otherwise specified in the Purchase Order, Products must be accepted by Nielsen after inspection. Return of Products due to defects in material, workmanship and manufacture shall not relieve Seller of any responsibility for any defects in design, material, workmanship and manufacture.

   b. Return. Nielsen has the right to return to Seller, at Seller’s own risk and expense, without limitation purposes made known to Seller; and (iv) all of the warranties set forth herein, nor shall waiver by Nielsen of a requirement pertaining to any acceptance criteria, drawing or specification for one or more of the Products constitute a waiver of such requirement with respect to any other Products covered by the Purchase Agreement.

8. Prices. The prices for the Products provided hereunder shall be as listed on the Purchase Order

9. Payments. All undisputed payments due hereunder to Seller shall be paid to Seller in United States dollars (unless otherwise specified in the Purchase Order) not later than ninety (90) days following the later of: (i) the Delivery Date; (ii) the date of Nielsen’s acceptance of all of the Products pursuant to a Purchase Order; or (iii) Nielsen’s receipt of a correct invoice and certifications of conformity of all of the Products pursuant to a Purchase Order.


   a. Property. All materials, including components, raw stock, design materials, special tools and equipment which are incorporated into or used in the manufacture of any of the Products to be shipped hereunder unless so stated by Nielsen shall remain Nielsen’s property. In addition, all special tools and equipment which are identified as a reimbursable item in the Purchase Order or specifically acquired for performance of this Purchase Order shall remain Nielsen’s property. Except as otherwise set forth in the Purchase Order, such property shall be used only for filling orders for Nielsen and shall be (a) kept segregated and clearly marked as Nielsen’s property (b) maintained in good condition, normal wear and tear excepted and (c) surrendered to Nielsen upon request to Nielsen.

   b. Insurance. Seller shall be responsible for all loss or damage of Nielsen property and shall, at its expense, maintain protection and insurance against loss or damage thereof, with respect to the Products shipped hereunder unless otherwise prohibited by law, in an amount sufficient to cover replacement cost. Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, consultants, subcontractors or persons under Seller’s control.

7. Acceptance; Return.

   a. Acceptance. Acceptance of the Products will be in accordance with the acceptance criteria for the Products, as specified in the applicable Purchase Order, unless otherwise specified in the Purchase Order, Products must be accepted by Nielsen after inspection. Return of Products due to defects in material, workmanship and manufacture shall not relieve Seller of any responsibility for any defects in design, material, workmanship and manufacture.
orders; (iv) settle all claims hereunder (after obtaining Nielsen's prior written approval); (v) protect all property in which Nielsen has or may acquire an interest; and (vi) transfer title and make delivery to Nielsen of all articles both now or hereafter provided for in this Purchase Agreement, together with all necessary instructions and directions, in accordance with all or the terminated portion of this Purchase Agreement or a Purchase Order, as applicable.

Seller will promptly comply with Nielsen's instructions respecting each of the foregoing without awaiting signature or payment on any funds it may claim against Nielsen. Within six (6) months after such termination, Seller may submit to Nielsen its written claim, with supporting documentation, for any unavoidable material costs relating specifically to Seller's performance hereunder and related to the termination. Failure to submit such claim within such six (6) month period will constitute Seller's waiver of all claims against Nielsen and a release of all of Nielsen's liability arising out of the termination. The parties may, after conferring with each other in good faith, agree upon the amount of any such claim and payment thereof to be made by Nielsen.

17. No Publicity. Without the prior written approval of the other party, neither party will issue any public statement(s) or use any promotional materials disclosing the existence of the relationship of the parties hereto, the existence of this Purchase Agreement or the delivery and/or performance of Products. Seller agrees that, if requested by Nielsen, Seller will provide to Nielsen full written notice of any media, public or private, with which it intends to make any such disclosure. Any such notice shall include the date, nature, and intended audience of such disclosure. Nielsen will, at its option, receive and review all such notices and may, at its option, cancel or modify any such disclosure.

18. Audit. Within fifteen (15) days of Nielsen's reasonable request, Seller will provide to access those books, records and facilities of Seller which are reasonably necessary for Nielsen to confirm fulfillment with this Purchase Agreement.

19. Background Checks. If Nielsen requires Seller to conduct background checks on Seller's personnel, Seller will comply with all the policies provided by Nielsen, and will provide confirmation of the results of such checks to Nielsen or its third-party vendor upon request. If Nielsen requests its own background checks, Seller will obtain written consent from its Personnel and supply information reasonably requested by Nielsen. Seller will require its personnel performing services to provide prompt notice of any change of status after the initial background check, and Seller will notify Nielsen of any change of status.

20. Anti-Bribery. Seller represents and warrants that in delivery of Products under this Purchase Agreement:

a. Seller will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act as well as anti-bribery provisions of local law in any country where Seller or any of its affiliates are performing work;

b. Seller will not directly or indirectly, offer, promise, pay, authorize, give or supply anything of value to any Government Official (as defined below) in order to obtain or retain an advantage in the course of business (i) as consideration for an act or omission by the official in connection with the performance of the official's duties or functions or (ii) to induce the official to use his or her position to influence any acts or decisions of the foreign state or public international organization for which the official performs duties or functions; (c) Seller will not, directly or indirectly, offer, promise, pay, authorize, give or supply any Facilitation Payments (as defined below) to any officer of or director or owner of a Government Official and Seller is not an agency/instrumentality of any government;

d. Seller shall notify Nielsen promptly in writing if it acquires any knowledge which would cause any of the representations or warranties given in this Section to be untrue or inaccurate. For purposes of this Section, "Government Official" means any official, employee or representative of (i) any national, state, provincial, county, or municipal government or any department, agency, or instrumentality thereof; (ii) any parliamentary or governmental department or agency thereof; or (iii) any company or other entity owned or controlled by any government, including state-owned, operated or controlled companies; and "Facilitation Payment" means money or anything of value given to any Government Official to secure or expedite the performance of a routine government function. Supplier shall furthermore be obliged to comply with the principles of the Nielsen Supplier Code of Conduct as well as other Nielsen Policies (as published on the Nielsen website), as appropriate.

21. Miscellaneous. Except as provided herein, any notice, approval or consent required or permitted hereunder shall be: (i) in writing; (ii) delivered by hand or by overnight courier service to the respective addresses of the parties as set forth in the Purchase Order (or such other addresses a party may designate in writing in accordance with this Section 21); and (iii) effective upon actual delivery, or upon attempted delivery if receipt if refused. Notices to Nielsen shall be addressed ‘Attn: Purchasing’ to the Nielsen address listed on this Purchase Order. If any provision of this Purchase Agreement shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Purchase Agreement shall otherwise remain in full force and effect and enforceable. Except as provided herein, the failure to enforce any provision herein or right or remedy on any one occasion shall not be construed as a waiver on any other occasion. The relationship of Seller and Nielsen is that of independent contractor. Except as provided herein, no term or condition of this Purchase Agreement may be amended or deemed to be waived, except by a writing signed by both parties that refers to this Purchase Agreement. No right or obligation under this Purchase Agreement (including the right to receive monies due) may be assigned, delegated or subcontracted by Seller without the prior written consent of Nielsen, and any purported assignment without such consent shall be void. This Purchase Agreement shall be deemed to be an agreement made under, and to be governed by, the laws of the country where the Nielsen company indicated in the Purchase Order is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. The exclusive jurisdiction and venue of any action relating to this Purchase Agreement shall be the competent courts located at the legal seat of the Nielsen company indicated in the Purchase Order, and Seller submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. The rights and remedies herein provided shall be cumulative and in addition to all other rights and remedies available to Seller and Nielsen heretofore, hereunder, or in any other agreements with Nielsen. Seller agrees to comply with all applicable data privacy laws and regulations (including, but not limited to, the General Data Protection Regulation) with respect to the protection of personal data, and agrees to assist Nielsen, at Nielsen's expense, to defend and indemnify Nielsen and its officers, directors, agents, employees, successors and assigns against any and all claims, damages or costs incurred by or against Seller; (iv) settle all claims hereunder and related to the termination. Failure to submit such claim within such six (6) month period will constitute Seller's waiver of all claims against Nielsen and a release of all of Nielsen's liability arising out of the termination.

22. Indemnification.

a. General. Seller shall indemnify, defend and hold Nielsen and its officers, directors, agents, employees, successors and customers harmless from and against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by Nielsen arising from or related to: (i) any product, property, personal injury or death related to the Products; (ii) any act or omission of Seller or its agents, employees, or subcontractors, including any breach of this Purchase Agreement by Seller; and (iii) royalty claims, liens or any other encumbrances on the Products supplied hereunder, or any components or intellectual property thereof.

b. Intellectual Property. Seller shall indemnify, defend and hold Nielsen and its officers, directors, agents, employees, successors and customers harmless against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by Nielsen arising from or related to: (i) any product, property, personal injury or death related to the Products; (ii) any act or omission of Seller or its agents, employees, or subcontractors, including any breach of this Purchase Agreement by Seller; and (iii) royalty claims, liens or any other encumbrances on the Products supplied hereunder, or any components or intellectual property thereof.

23. Confidentiality. Seller agrees that all information, data, and material it obtains from, or on behalf of, Nielsen in connection with this Purchase Agreement shall be "Confidential Information" and is the sole property of Nielsen. Seller will use Confidential Information solely for the purposes of providing Products under this Purchase Agreement and is the sole property of Nielsen and shall be considered "works made for hire," to the extent permitted by law, and shall be considered Confidential Information.

24. Infringement.

a. In the event that the Products infringe an Intellectual Property Right of any third party, Seller shall: (i) promptly upon notification by Nielsen, at Nielsen's option to: (i) accept return of the Product or the portion thereof, and refund to Nielsen the amounts paid by Nielsen with respect to such Product; (ii) at no cost to Nielsen, modify the Products so that they become non-infringing but equivalent in functionality, quality, compatibility, and performance with respect to Nielsen, pursuant to which Buyer will continue to receive and pay for all such Products provided to Buyer by Seller; (iii) at no cost to Seller, as its option, upon Nielsen's written request, Seller will promptly return all Confidential Information and deliver to Nielsen all "moral rights" in the Deliverables.

b. Seller will not bring to or in connection with the performance of this Purchase Agreement any product, component, or service that infringes the Intellectual Property Rights of any third party.

25. Limitation of Liability.

a. Except for infringement or misappropriation of Intellectual Property Rights, breaches of confidentiality under section 14, or indemnification obligations under section 14: (a) neither party will have any liability arising out of, or in connection with, this Purchase Agreement or any Products delivered hereunder; and (b) neither party's liability arising out of this Agreement will exceed the amount actually paid or payable to Seller under this Purchase Agreement.

26. No Exclusivity; No Purchase Requirements/Limits. Nothing herein is intended nor shall be construed as limiting Nielsen's ability to procure any products and/or services from other providers. Nielsen will not be required to purchase a minimum dollar amount or minimum quantities of any Products and/or services from other providers. Nielsen may purchase as many Products pursuant to a Purchase Order or this Purchase Agreement as it wishes.