NIELSSEN: 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 and/or services (“Products”) identified in the Purchase Order. Nielsen (“Nielsen”) may purchase the Products specified in the Purchase Order (“Purchase Order”). This Purchase Agreement constitutes the entire agreement between Nielsen and the Seller (“Seller”) with respect to the Products described therein. If a separate written agreement governing the purchase of such products exists, it will control. The terms of the Purchase Order shall be superseding, voiding and nullifying any prior representations, agreements or understandings between Nielsen and Seller.

2. Acceptance and Precedence of Terms. Seller’s acknowledgement of this Purchase Agreement or commencement of performance under a Purchase Order shall constitute Seller’s acceptance of these Terms and Conditions. Any additional or different terms in Seller’s documents are hereby deemed to be additional and are hereby rejected. Except as otherwise set forth in Section 1 of these Terms and Conditions, this Purchase Agreement shall be controlling over any additional, inconsistent or conflicting terms of any purchase order, quotation, confirmation, invoice, packing list, or other document relating to the order, transaction or agreement, even if accepted by both parties. Acceptance of the Products delivered under this Purchase Agreement shall not constitute acceptance of Seller’s terms and conditions or any other agreement proposed by Seller.

3. Provision of Goods and/or Services. Seller will provide Products as specified in this Purchase Agreement. The Purchase Order is placed on an open price basis and in absence of subsequent agreement, then the price to Nielsen shall not be higher than Seller’s lowest price to any other customer from whom 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 provided by Nielsen to Seller in connection with this Purchase Order shall remain Nielsen’s property and equipment which are identified as non-reimbursable in the Purchase Order or specifically acquired for performance of this Purchase Order shall, upon payment therefor by Nielsen become the property of Nielsen. All of Nielsen’s property and equipment provided for or acquired for use in the Purchase Order shall be marked as Nielsen’s property, (b) maintained in good condition, normal wear and tear excepted and (c) surrendered to Nielsen upon demand.
   b. Insurance. Seller shall be responsible for all loss or damage of Nielsen property and shall, at its expense, secure and maintain extended coverage insurance in an amount sufficient to cover replacement cost. Seller shall take such steps as may be reasonably necessary to prevent fires and other perils of an insured nature. Persons employed by Seller, its employees, agents or subcontractors shall not use any property owned by Nielsen in a manner not approved by Nielsen.

5. Shipping and Delivery.
   a. Timing. 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 such 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 the packing list.
   c. 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 date specified in a Purchase Order. If Seller ships Products more than three (3) business days prior to the delivery date set forth in a Purchase Order or if the Products are damaged, Seller shall be responsible for the damages to such Products. Seller shall have no right to reject such Products and return them to Seller for a refund.
   d. Import/Export. Seller will provide all information required to comply with any applicable import and export laws and regulations, including but not limited to information required in terms of the Customs and Excise Act 91 of 1964 and import classification (such as Harmonized Tariff Schedule), export classification (such as Export Control Classification Number), and country of origin of all Products supplied to Nielsen. The relevant information must appear on the commercial 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 documentation; 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. Seller will provide the invoice to Nielsen, including the “ISF” data, at least seventy-two (72) hours prior to Products being laden on the vessel in the foreign port. Failure to provide such invoice on a timely basis shall result in the rejection of the associated Products.
   e. Packing. Seller shall preserve, pack, package, label, and handle the Products to protect them from damage or damage and in accordance with good commercial practice and Nielsen’s specifications. Seller shall ensure compliance and shall promptly refund to Nielsen the amount of any loss or damage to Products occurring prior to delivery to Nielsen at Nielsen’s designated point of delivery. Seller shall further: (i) include, as an exhibit to the invoice, the bill of lading, and the freight, duties and other charges; (ii) use reasonable care in loading at Seller’s premises; (iii) ensure that the number of the Purchase Order, product numbers, a description and the quantity of each of the Products shipped, weight, and the date of shipment. Freight and other charges must be shown if applicable, (iv) the Products shall be plainly visible on every invoice, package, bill of lading, and shipping order provided by Seller.

6. Change Orders. Nielsen has the right, at any time prior to the date of shipment, by a written request (including via email or) to suspend its purchase of hereunder or make changes in:
   a. the quantities, scope, or Delivery Date of Products ordered; (ii) applicable drawings, designs, and/or specifications; (iii) the method of shipping or packing; and/or (iv) the place of delivery or
   b. Payment. If such a change by Nielsen causes an increase in the cost of, or the timing required for Seller’s performance, and Seller immediately notifies Nielsen in writing, then the price and/or delivery schedule of the Products corresponding to such changed portion(s) of a Purchase Order shall be increased or revised, as applicable, to reflect any additional time and cost required by such change. Seller will promptly provide Nielsen with an updated Purchase Order accordingly in writing. Seller shall request such an adjustment no later than five (5) days from the date of Seller’s receipt of Nielsen’s notification of change; however, such period may be extended if required. Nielsen’s approval of such an adjustment may be withheld because of costs stemming from performing pursuant to a Purchase Order as changed or amended. Nielsen will be responsible for all reasonable expenses accrued by Seller up to the date of notice, provided that such expenses relate to the Products as originally ordered.

7. Acceptance; Return.
   a. Acceptance. Acceptance of the Products will be in accordance with the acceptance criteria set forth in this Purchase Agreement. If there are no such criteria, then the Products must be accepted by Nielsen in accordance with the terms of the Purchase Order in order to be deemed accepted by Nielsen. Unless otherwise specified in the Purchase Order, Products must be accepted by Nielsen through a written communication to Seller (including via email) in order to be deemed accepted by Nielsen. If Nielsen does not accept the Products, the Products will not be deemed accepted. Nielsen’s payment to Seller for Products will not be deemed accepted as by Nielsen. Title to and risk in the Products will not transfer to Nielsen unless and until Nielsen accepts such Products.
   b. Return. Nielsen has the right to return to Seller, at Seller’s own risk and expense, including, without limitation, transportation and insurance charges, Products that: (i) do not meet the warranties specified herein; (ii) are not accepted pursuant to this Section 7; or (iii) constitute over-shipments or early shipments by Seller.

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 South African Rand (unless otherwise specified in the Purchase Order) not later than ninety (90) days following the date of Nielsen’s receipt of the Products for which such payment is due. In the event any invoice is not paid within sixty (60) days after the dispute is resolved. Expenses will be reimbursed only when approved by Nielsen and supported by appropriately detailed records. Except for local sales or use taxes levied pursuant to the laws of the jurisdiction in which Seller is located, if permitted by law, and unless otherwise specified in the purchase agreement required by law to be collected by Seller, Nielsen will not be liable for any sales, use, excise, value added, ad valorem and other similar taxes unless otherwise specified in a Purchase Order. Seller shall separately state on all invoices any sales or use taxes (including, if applicable, Value Added Tax charged or payable in terms of the Value Added Tax Act 89 of 1991) imposed. In the event any tax included was not required, Seller shall notify Nielsen and promptly refund to Nielsen any such tax, in full, together with applicable interest charges for the period of time during which such tax was erroneously paid by Nielsen.

10. Warranties.
   a. Performance Warranties. Seller warrants to Nielsen and its customers for the longer of Seller’s normal warranty period or for one (1) year following the date of Nielsen’s acceptance of the Products that: (i) when received by Nielsen from Seller, the Products will be free from defects 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) if the Products will be deemed to be fit for the purposes for which Nielsen intends, including, without limitation purposes made known to Seller; and (iv) all Products will be new and unused, unless otherwise specified by Nielsen. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by Nielsen.
   b. Performance Remedies. Notwithstanding any acceptance by Nielsen under Section 7, if any of the foregoing warranties are not met, Seller shall, at its expense, correct the non-conformance and/or defects and, at Nielsen’s option, replace the Products, at Nielsen’s expense.

11. Termination.
a. Services. Nielsen has the right to terminate this Purchase Agreement with respect to services, at any time, with or without cause, by providing Seller with written notice. Termination is effective immediately unless otherwise specified in the termination notice, but Nielsen will pay any undisputed invoices previously accrued for services satisfactorily performed as set forth in this Purchase Agreement.

b. Goods. Nielsen has the right to terminate this Purchase Agreement with respect to goods, in whole or in part, at any time, with or without cause, by providing Seller with written notice. Termination is effective immediately unless otherwise specified in the termination notice.

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

22. Miscellaneous. Nothing herein is intended nor shall it be construed as limiting Nielsen's ability to procure any products and/or services from other providers. Nielsen will not be required to purchase any minimum amount of Products pursuant to a Purchase Order, or this Purchase Agreement, and may purchase as many Products pursuant to this Purchase Order or this Purchase Agreement as it desires.

23. No Publicity. Without the prior written approval of the other party, neither party will issue any public statements or 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.

24. Anti-Bribery. Seller represents and warrants that in delivery of Products under this Purchase Agreement, its Personnel will not, directly or indirectly, offer, promise, pay, authorize, give or provide money or anything of value to any Government Official (as defined below) in order to obtain or retain an advantage in the course of business (i) for consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or (ii) to influence 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. Seller acknowledges and agrees that it will provide prompt notice of any change of status after the initial background check, and Seller will notify Nielsen of any change of status.

25. Limitation of Liability. Except for infringement or misappropriation of Intellectual Property Rights, breaches of confidentiality under Section 14, or indemnification obligations under Section 14, neither party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages— and (b) neither party's liability arising out of this Agreement will exceed the amount actually paid by or to the other party under this Agreement.

26. No Severability; No Purchaser Requirement/Limit. Nothing herein is intended nor shall it be construed as limiting Nielsen's ability to procure any products and/or services from other providers.

27. Notice of Claim. If Nielsen requires Seller to conduct background checks on Seller's Personnel or requires Seller to conduct background checks on the Personnel of Third Parties pursuant to this Purchase Agreement, Seller 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 as to their qualifications and status. Nielsen will provide prompt notice of any change of status after the initial background check, and Seller will notify Nielsen of any change of status.

28. Anti-Bribery. Seller represents and warrants that in delivery of Products under this Purchase Agreement, its Personnel, agents, employees or subcontractors, or any in whose work or services it has any control or influence, will not, directly or indirectly, offer, promise, pay, authorize, give or provide money or anything of value to any Government Official (as defined below) in order to obtain or retain an advantage in the course of business (i) for consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or (ii) to influence 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. Seller acknowledges and agrees that it will provide prompt notice of any change of status after the initial background check, and Seller will notify Nielsen of any change of status.

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31. Liens. Seller waives irrevocably any lien or right of retention it may have or which it may acquire arising from the sale or supply of any Product or from any other matter arising from the sale of any Products related to these Products and any Intellectual Property Rights. The Seller waives irrevocably any lien or right to retain possession of anything or document of title belonging to Nielsen which lien or right was not extinguished by the settlement, compromise, or agreement of Seller with respect to any Products. If Nielsen requires Seller to prepare a statement in connection with the sale or supply of any Product or from any other matter arising from the sale of any Products, Nielsen will pay to Seller the price for the Product, and Seller will assign to Nielsen all rights, title and interests under any such agreement or agreement under which the Product sale or supply occurred.

32. Indemnification. 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, incurred by or paid by Seller in connection with the Products or with respect to the Products or any claims 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) any liability, claims, or any other encumbrances or obligations of Seller that arise out of or in connection with the Products.
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 construed and 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. This agreement will be governed by the laws of the Republic of South Africa and Seller consents to the jurisdiction of the South African courts and chooses its domicilium citandi et executandi as the South African address specified on the Purchase Order. 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 are in addition to those available to either party at law or in equity. The following Sections shall survive expiration or termination of this Purchase Agreement: 1, 2, 4, 7 (so long as Nielsen has a return right as set forth herein), 10, 11, 12, 13, 14, 15, 16, 18, and 23.