Contract No: NPD00003572 Effective Date: 1 January 2021

MASTER SERVICES AGREEMENT
FOR
CUSTOM AND SYNDICATED MARKET RESEARCH SERVICES

BETWEEN:

THE KANTAR GROUP LIMITED, an entity organised under the laws of England and Wales, with a business address at 6 More London Place, Tooley Street, London, SE1 2QY ("Supplier Main Party").

AND

NESTRADE S.A., an entity organised under the laws of Switzerland, with a business address at Avenue Reller 22, 1800 Vevey, Switzerland ("Customer Main Party" and together with Supplier Main Party, the "Main Parties").

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INTRODUCTION

A: Customer Main Party acts as the global procurement company for the Nestlé group, hosting the central procurement function and performing strategic sourcing, category management and contract negotiation activities for its Affiliates.

B: Customer Main Party enters into this Agreement for itself and for the benefit of its Affiliates who order or receive Services hereunder.

C: Supplier Main Party Affiliates will provide Services to Customer Main Party and its Affiliates on the terms and conditions set out herein.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

"Affiliate" means, in relation to an Entity, any other Entity that Controls, is Controlled by, or is under common Control with, that Entity. For clarity, Affiliates of Customer Main Party include any Entity that Controls, is Controlled by, or is under Common Control with, Nestlé S.A.

"Agreement" means this Master Services Agreement, including its Annexes and any documents incorporated herein by reference.

"Applicable Data Protection Law" all Laws pertaining to the Processing of Personal Data in any part of the world, each as amended or replaced from time to time, and which are applicable to the Processing of Personal Data under this Agreement.

"CA" or "Commercial Agreement" means an agreement between Customer Main Party (or its Affiliate) and Supplier Main Party (or its Affiliate), containing commercial terms applicable to transactions under this Agreement. Each CA will follow Customer Main Party's latest form and will typically describe Services available to order (including any Processing of Personal Data) and corresponding Charges. Unless otherwise agreed in the relevant CA, any Customer and any number of Customers may order Services under a CA.

"Charges" means the fees to be paid to Supplier in exchange for Services.

"Control" means the direct or indirect (a) ownership in an Entity of fifty (50) percent or more of the voting rights, (b) power to determine the composition of a majority of an Entity's board of directors or similar management body or (c) power otherwise to direct the management of an Entity.

"Controller", "Processor", "Data Subject", "Personal Data" and "Process/Processing" have the meanings set out in the GDPR, as amended or replaced from time to time, regardless of whether the GDPR is applicable in any particular circumstance.

"Custom Services" means market research services commissioned by Customer from Supplier that involve the systematic gathering and interpretation of information about individuals using statistical and analytical methods and techniques to gain insight or support decision making and which are to be performed only for Customer.

"Customer" means Customer Main Party or its Affiliate who orders Services under this Agreement.

"Customer Data" means all of the following and all copies and derivatives thereof, regardless of the form or media in which such are held: all data, metadata, text, visual or graphic representations, information, items, materials and tangible property (a) provided, submitted and/or made available by, on behalf of, or through Customer Main Party or its Affiliates to Supplier Main Party, its Affiliates and/or Subcontractors or (b) otherwise provided, submitted and/or made available to Supplier Main Party, its Affiliates and/or Subcontractors in connection with this Agreement (e.g. via Customer's customers), in all cases excluding Personal Data over which Supplier acts as sole Controller.

"Customer Personal Data" means any Personal Data contained in Customer Data.

"Deliverables" means the materials, items, reports, analyses, information or any service output (including any related documentation and any Third-Party Materials) delivered or to be delivered by Supplier to Customer under this Agreement.

"Effective Date" is the effective date of this Agreement as specified on the cover page.

"Employment Regulations" means any national legislation implementing or having the effect of implementing the provisions of the EC Acquired Rights Council Directive 77/187/EC and 2001/23/EC or other analogous national Laws in any relevant jurisdiction, which may affect any Party's employees.

"Entity" means a corporation, partnership, joint venture, trust, limited liability company limited liability partnership, association or other type of legal person, organisation or entity.

"ESOMAR" means the organisation responsible for guiding, regulating and promoting market, social and opinion research (formerly known as the European Society for Opinion and Marketing Research).

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Governmental Authority" means any multi-national, governmental, legislative, executive, regulatory or administrative authority, political subdivision, agency, body or commission, self-regulatory organisation or any court, tribunal, or judicial or arbitral (public or private) body.

"Information Security Incident" means (a) the actual unauthorised acquisition, access, use, Processing, loss or disclosure of Customer Data; (b) the reasonable suspicion or belief that there has been an unauthorised acquisition, access, use, Processing, loss, disclosure of Customer Data or (c) the unauthorised use of Supplier Systems to gain access to any Customer System.

"Intellectual Property Rights" means any and all rights in copyrights (including rights in software), patents, trademarks, trade names, service marks, business names (including internet domain names and any other digital addresses or identifiers), design rights, database rights, rights in undisclosed or confidential information (such as know-how, methodologies, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (in all cases whether registered or not and including applications to register or rights to apply for registration) which may now or in the future exist anywhere in the world.

"Law" means any multi-national, national, federal, state or local law (including common law), statute, ordinance, rule, code, regulation, act, constitution, convention or treaty, any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority and any other requirement or rule of law.

"Losses" means losses, damages, liabilities, fines, penalties, assessments, sanctions, interest, costs and expenses (including court costs, reasonable fees and expenses of attorneys, technical experts and expert witnesses and costs of investigation).

"Party" or "Parties" means Customer and/or Supplier. The term "party" or "parties" refers in the generic sense to parties to an agreement or transaction and so may refer to the Main Parties and/or the Parties depending on the context.

"PO" or "Purchase Order" means a purchase order issued by Customer to Supplier under a Commercial Agreement or under this Agreement directly (without a corresponding CA or TA), in each case forming a separate contract between the Parties.

"Services" means the Custom Services and Syndicated Services performed or to be performed by Supplier under this Agreement, including but not limited to (a) the services, functions, and/or responsibilities described in this Agreement and the relevant TA, CA or PO and (b) any services, functions, or responsibilities not specifically described or excluded in this Agreement or the relevant TA, CA or PO, but which are inherent or implicit in, or necessary for the proper performance of the services, functions or responsibilities described in the relevant TA, CA or PO. Services exclude Target Global Index (TGI) services and services provided separately by Europanel.

"Service Levels" means the service and performance levels (including key performance indicators) set out in Annex 2 (Service Levels). Additional Service Levels may be set out in the relevant TA or CA.

"Subcontractor" means any third-party contractor, agent or partner of Supplier (including sample providers) used in the performance of this Agreement.

"Supplier" means Supplier Main Party or its Affiliates who perform under this Agreement.

"Supplier Personnel" means any individual of Supplier, its Affiliates or Subcontractors who performs under this Agreement, including but not limited to the employees, representatives, contractors and agents of Supplier, its Affiliates and/or Subcontractors.

"Syndicated Services" means market research services involving systematic gathering and interpretation of information about individuals using statistical and analytical methods and techniques to gain insight or support decision making and which are performed with the intention of being delivered to other clients as well as to Customer in substantially the same format.

"Systems" means, (a) in relation to Supplier, the equipment, communications systems, and components thereof used (except equipment or systems provided by Customer), supplied, operated, and/or developed by or on behalf of Supplier for the provision of any Services (including, without limitation, any such systems which capture or store Customer Data, or that transmit Nestlé Data to, from, or on behalf of Customer); and, (ii) in relation to Customer, any equipment, communications systems, and components thereof used, supplied, operated, and/or developed by or on behalf of Customer or Customer Affiliates for the receipt of Services.

"TA" or "Transaction Agreement" means an agreement for the provision of Services entered into between Customer and Supplier under this Agreement, forming a separate contract between the Parties. Each TA will follow Customer Main Party's latest form, describe the Services purchased (including any Processing of Personal Data) and state the related Charges.

"Third-Party Claim" means any claim, demand, suit or proceeding threatened, made or brought against any Indemnified Party by a third party (including any Governmental Authority).

"Third-Party Materials" means all materials, products, software, components, services, items and/or content, including information, data, metadata, text, and/or visual or graphic representations, that are (a) not owned by Supplier and (b) provided or made available to Customer Main Party or its Affiliates by or on behalf of Supplier Main Party or its Affiliates in connection with this Agreement.

2 PROVISION OF SERVICES

2.1 POs and TAs. Customer may order Services under this Agreement by (a) issuing POs to Supplier or (b) entering into Transaction Agreements with Supplier.

2.2 Performance through Affiliates and Subcontractors.

(a) *Authorisation*. Subject to Section 10.5(b) (Subprocessors), Supplier may perform Services through its Affiliates. Supplier will not perform Services through Subcontractors without the prior written consent of Customer (email acceptable), except that it will be entitled to subcontract matters of a specialist nature which are routinely sub-contracted by research agencies in the ordinary course of their business (including sample providers, fieldworkers and translation providers engaged by Supplier), provided that no Subcontractor is a competitor of Customer or its Affiliates. Supplier will provide a list of all Subcontractors (including their respective scope of Services) promptly following Customer's request.

(b) *Responsibility.* Supplier is responsible for the acts and omissions of its Subcontractors (including Affiliates who act as Subcontractors) and Supplier Personnel who perform under this Agreement, and all provisions in and under this Agreement that are applicable to Supplier will apply equally to such Supplier Personnel and Subcontractors (including Affiliates who act as Subcontractors). Supplier Main Party will cause each Supplier to perform Services to the extent such Supplier agrees to do so under this Agreement.

3 SERVICES

3.1 Sourcing and Accuracy of Data. Supplier ensures that all data used for the performance of the Services is: (a) legitimately sourced, (b) accurate and timely, and (c) not misinterpreted or presented in a misleading manner.

3.2 Acknowledgements. Subject to Section 3.1, the Parties agree:

(a) Response rates to survey/questionnaires will be discussed and agreed in the relevant TA.

(b) Unless stated to the contrary, data collection sample achievement will be within a margin of +/- five percent (5%) of the stated numbers.

(c) In the case of predictive techniques which require the use of: (i) modelled assumptions; and/or (ii) test products or services, any subsequent change in market conditions on which the assumptions are based or in the test product/service itself, may impact the predictions (including by invalidating the results). In such cases, Customer and Supplier will agree a contingency plan / modelling adjustments.

(d) Customer will be responsible for its interpretation of Deliverables and any actions it takes as a result. For clarity, Supplier will offer interpretations of Deliverables as part of the Services.

3.3 Reports and Summaries. Supplier will provide Customer with reports and summaries containing data from the Services as may be reasonably requested by Customer, using any templates or formats provided by Customer. Supplier will prepare and deliver such reports to Customer at no additional cost.

3.4 Knowledge Transfer. Supplier will transfer any knowledge gained during the Services to persons designated by Customer, in accordance with the instructions of Customer and subject to any additional limitations stated in this Agreement, provided that Supplier will not disclose to Customer or its Affiliates or use any confidential information of any third party, unless Supplier has received the prior written consent of such third party and informed Customer in writing.

3.5 Supplier Personnel Qualifications. Supplier ensures that all Supplier Personnel (a) are fully qualified, skilled and trained to the level required in the relevant TA or CA or, failing an explicit requirement, the level implied by the assignment and (b) will perform their tasks with efficiency and to the best of their knowledge and abilities. All Supplier Personnel will have access to and have the possibility to derive knowledge and expertise from all resources available to Supplier and/or its Affiliates.

3.6 Replacement of Supplier Personnel. If the performance of Supplier Personnel is unsatisfactory, Supplier will replace such Supplier Personnel promptly (and in any event without undue delay) upon Customer's request (Customer acting reasonably) and at no additional cost. Customer will owe fees only for the work performed by such Supplier Personnel up to the date of the request, except that no fees will be owed if the replacement request was made within seven (7) days from the start of the assignment.

3.7 Key Supplier Personnel. Supplier and Customer may identify in writing certain Supplier Personnel by name or role as being essential to the performance of this Agreement ("Key Supplier Personnel"). Supplier will not change Key Supplier Personnel for the duration of the relevant TA or PO, unless required due to the death, disability, illness or resignation of the Key Supplier Personnel, in which case Supplier will promptly (and in any event without undue delay), notify Customer and provide details of proposed replacement Supplier Personnel, who will have the necessary training and skills. Customer may reject any proposed replacement Supplier Personnel, provided the rejection is reasonable. Supplier will be responsible for onboarding the replacement Supplier Personnel at no additional cost.

3.8 No Employment Contract. The relationship between Customer and Supplier Personnel will not be construed as an employment contract. Consequently, Supplier Personnel will remain employed by Supplier and not by Customer. Supplier Personnel will, however, be bound by and comply with Customer's general rules and requirements when working onsite at Customer locations, such as Customer's safety and security policies.

3.9 Conflicts of Interest. Supplier will not, and will cause all Key Supplier Personnel and account managers to not, enter into any agreement, arrangement, circumstance or understanding that may jeopardise the ability of Supplier or Supplier Personnel to act in the best interests of Customer or its Affiliates (each a "Conflict of Interest"), unless Supplier fully informs and obtains the prior written consent of Customer. By way of example, Conflicts of Interest include situations where (a) any Key Supplier Personnel and/or account managers work simultaneously on the account of Customer and on the account of another customer regarding similar or otherwise competing product categories or brands and/or (b) Supplier holds an equity interest in a product category or brand similar to or otherwise competing with those for which it provides Services to Customer.

3.10 Supplier Tools. Supplier is responsible for acquiring and maintaining all of the equipment, hardware, software and other items or materials that it requires to perform its obligations under this Agreement.

3.11 Consumer Tests.

(a) *Supplier Obligations*. If Services involve interactions with consumers ("Consumer Tests"), Supplier will:

(i) ensure that the Consumer Test is designed, performed, documented and reported accurately, transparently and objectively;

(ii) not allow Personal Data collected in connection with the Consumer Test to be used for any purpose other than the performance of the Consumer Test, except where such additional use is necessary to: (A) comply with applicable Laws; (B) establish, exercise or defend a legal claim; or (C) protect the vital interests of any person;

(iii) recruit consumers to participate, on a voluntary basis, in the Consumer Test, ascertain the appropriateness of the target group, make all necessary enquiries and obtain all necessary information, and ensure that the recruited consumers fulfil Customer's requirements. Supplier will exclude from participation any consumers who themselves and/or any of their immediate family members (spouse, parents or children) work in any of the following industries: manufacturing, retail or wholesale distribution of any food or beverage products, marketing, market research, advertising, journalism, media (TV, radio, newspapers, etc.), public relations, psychology, sociology, anthropology, and design;

(iv) adequately compensate the consumers participating in Consumer Tests, such compensation being included in the Charges paid by Customer to Supplier and Customer having no additional financial obligation regarding the payment of such compensation;

(v) take all reasonable precautions to ensure that consumers are not harmed or adversely affected as a result of their participation in the Consumer Test;

(vi) share with consumers only the information that is strictly necessary for their participation in the Consumer Test. Supplier may disclose to the consumers that the Consumer Test is performed on behalf of Customer only if Supplier has obtained Customer's prior written consent; and

(vii) notify Customer immediately of any consumer complaint and any other issue which arises in the performance of the Consumer Test and cooperate with Customer in identifying the best approach to resolve complaints and issues.

(b) *Information and Consent*. Before any Consumer Test begins, Supplier will inform each participating consumer (and his or her parents, if the consumer is under fourteen (14) years old, or the age required under applicable Law, if higher) of the type and content of the Consumer Test and the activities the participating consumers will be asked to do and:

(i) if the Consumer Test involves consumers' physical presence, Supplier will: (A) cause each participating consumer (or his or her parents, if the consumer is under fourteen (14) years old, or the age required under applicable Law, if higher) to sign a duly completed consent form based on Customer Main Party's latest form (the "Consent Form"), a copy of which, current as of the Effective Date, is in Annex 1 (Consent Form); and (B) retain the signed Consent Forms for ten (10) years and send Customer the signed Consent Forms or copies thereof as Customer may require from time to time; and

(ii) if the Consumer Test is done through the Internet or by telephonic interviews, Supplier will: (A) take appropriate measures to ensure that the participating consumers are properly identified; (B) inform each participating consumer (and his or her parents, if the consumer is under fourteen (14) years old, or the age required under applicable Law, if higher), either in writing as a preliminary step of the online Consumer Test or orally by the telephonic operator conducting the Consumer Test, of the provisions of the Consent Form; (C) allow participation in the online or telephonic Consumer Tests only to those consumers who acknowledge and agree to the Consent Form (for example, by ticking a box (in the case of the online Consumer Test) or by orally agreeing (in the case of the telephonic Consumer Test)); and (D) keep adequate records of the steps above and provide copies to Customer upon request.

(c) *Deviations to Consent Form.* Any deviations from the Consent Form due to local regulations or requirements must be agreed in advance with Customer.

(d) *Disclosure of Personal Data*. Supplier will not disclose to Customer any Personal Data relating to consumers, except to the extent (i) required by applicable Law or (ii) permitted by applicable professional rules and Law and expressly consented to by the consumer.

(e) *Customer Products*.

(i) If Customer delivers products to Supplier for use in a Consumer Test, Customer ensures that such products will be of merchantable quality upon delivery to Supplier and, provided Supplier stores such products properly, will be fit for their intended purpose for the period for which they are required in the relevant TA or PO.

(ii) Supplier will handle and store such products properly, using high standards of hygiene and good housekeeping and in a clean, odor-free space, to prevent any contamination, infestation or deterioration of the products. If the products are damaged or defective, Supplier will not use

them and will notify Customer, who will instruct Supplier on the relevant actions.

(iii) Customer will indemnify and hold harmless Supplier against all Losses suffered or reasonably incurred by Supplier as a result of any third-party claim to the extent arising from the products delivered by Customer to Supplier for use in Consumer Tests, except with respect to such claims arising from Supplier's negligence, breach of this Agreement or the relevant TA or PO, or failure to follow Customer's instructions.

4 CHARGES AND TAXES

4.1 General. All Charges will be in the relevant TA or CA, and no other Charges will be valid. In exceptional cases where Supplier performs Services without a TA or CA, Supplier will submit a quote to Customer and obtain Customer's approval before starting the Services. Any rates used to calculate Charges will not exceed the applicable rates in a CA. Unless otherwise agreed in the relevant TA or CA, Supplier will invoice Customer following the successful completion of the relevant TA or PO.

4.2 Expenses. All expenses are included in the Charges. Reimbursement of any additional expenses (including travel and living expenses) require Customer's prior written approval. All such expenses will be reimbursed in accordance with Customer's travel policy or practice, provided that Supplier issues correct invoices and submits documentation evidencing such expenses.

4.3 Payment Terms. All undisputed Charges will be payable sixty (60) days from the date of Customer's receipt of a correct invoice, except to the extent a shorter period is required by applicable Law. Delay in payments will be notified to Customer by Supplier and solved amicably between the Parties, without entitling Supplier to suspend performance.

4.4 Increasing Charges. Except for agreed Charges associated with changes in scope, Charges will not be increased for the duration of the relevant period agreed in any TA, CA or PO.

4.5 No Direct Payment. Customer will not make any payments directly to Supplier Personnel for either fees or expenses. Supplier will be solely responsible for the compensation of Supplier Personnel, including but not limited to the payment of salary and other compensation, workers' compensation, unemployment insurance, taxes, pensions and social security taxes in accordance with applicable Laws. Supplier will also be solely responsible for taking out all appropriate insurance coverage for Supplier Personnel.

4.6 Invoice Requirements. Each invoice must be in electronic format (or otherwise, if required by Customer) and contain: (a) the applicable purchase order number; (b) the name and address of Supplier as written at the top of the relevant TA or PO; (c) Supplier's vendor number as specified in the applicable purchase order; (d) a description of the Services associated with the invoice; (e) the total invoice amount in the currency specified in the applicable purchase order; (f) the VAT registration number of Supplier (if Supplier is VAT registered); and (g) separate line items for taxes. To ensure timely payment, Supplier should submit electronic invoices to participating Customers through the e-invoicing service provider selected by Customer Main Party, currently Tungsten Network (information available at http://www.tungsten-network.com/customer-campaigns/nestle/uk/home/). For clarity, this Agreement does not obligate Supplier to work with the e-invoicing service provider of Customer Main Party.

4.7 Taxes.

(a) *VAT and Sales Tax*. The Charges do not include, but Customer will pay to Supplier, any applicable value-added taxes, sales taxes, duties and tariffs imposed on the Services to the extent that (i) Customer has not provided Supplier with the applicable proof of exemption and (ii) such taxes do not constitute withholding taxes (taxes that Customer is required by applicable Law to withhold and pay to a Governmental Authority on behalf of Supplier).

(b) *Income and Withholding Taxes*. Each Party will be responsible for taxes on its income. If applicable Law imposes a withholding tax on the Charges, Customer will deduct the withholding tax from the Charges and pay the remainder of the Charges to Supplier. Each Party will use reasonable efforts to ensure that any withholding tax is minimised to the extent possible under applicable Law. Supplier will be responsible for any withholding taxes that it is not able to recover, unless agreed otherwise in the relevant TA.

5 SERVICE LEVELS AND PERFORMANCE

5.1 Account Management. Supplier Main Party will maintain a dedicated, global account manager, who will: (a) serve as the main point of contact with Customer Main Party with respect to all issues relating to this Agreement; (b) be responsible for developing and maintaining the business relationship; (c) participate in regularly scheduled meetings with and as determined by Customer Main Party to review performance statistics, issues and future plans; (d) provide the latest information on current and future products and services and their application to Customer Main Party's business needs; and (e) complete and provide to Customer Main Party an annual savings tracker based on Customer Main Party's latest form.

5.2 Service Levels. Supplier will perform under this Agreement (a) with promptness, diligence, due care, in a professional manner, and in accordance with the best practices of leading providers of services that are the same as or similar to the Services and (b) in accordance with all applicable Service Levels. Unless otherwise agreed in a TA or CA, Supplier is responsible for implementing all tools required to measure and monitor the Service Levels.

5.3 Service Credits. Any service credits will be in Annex 2 (Service Levels) and/or the relevant TA or CA. Supplier will automatically credit Customer with all applicable service credits through a deduction from the amount due on the next invoice issued under this Agreement or as debt if there is no future invoice. Service credits reflect the reduced value of nonconforming Services and are not liquidated damages for Supplier's breach in failing to meet the Service Levels. Accordingly, service credits are in addition to Customer's other rights and remedies (including claims for damages).

5.4 Failure to Perform. If Supplier fails or anticipates that it will fail to perform its obligations under this Agreement, it will promptly (a) notify Customer, (b) investigate and report to Customer on the root cause of such failure (in any event within 30 days of an actual failure), (c) take all reasonable steps necessary to minimise the impact of and correct such failure, and (d) take appropriate preventative measure so that such failure does not recur. Without prejudice to its other rights and remedies and at no additional cost, Customer may (i) require Supplier to re-perform promptly all failed or defective Services and Deliverables in accordance with the relevant TA or CA and/or (ii) withhold payment (or require a refund from Supplier) to recover Charges for failed or defective Services and Deliverables, including Services and Deliverables that cannot be used to a reasonably acceptable standard due to other failed or defective Services or Deliverables.

6 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 Custom Services.

(a) *Work Product*. Subject to Section 6.1(b) (Background IPR), Supplier hereby assigns to Customer all of the Intellectual Property Rights and all other ownership rights, title and interest anywhere in the world in all work product and output of the Services, including but not limited to Deliverables, documents, reports, materials, programs, products, documentation, specifications, graphics, data and/or computer output delivered, designed, developed, written or prepared as part or in the course of performance of the Custom Services ("Work Product"), free and clear from all third party rights. Except to the extent prohibited by Law, Supplier will obtain waivers of any moral rights in Work Product. At its own expense, Supplier will and will procure that any Supplier Personnel or third party will execute all documents and perform such acts as are necessary to give full effect to this Section 6.1.

(b) *Background IPR*. As between the Parties, Supplier owns all Intellectual Property Rights obtained by Supplier prior to and without any connection to this Agreement ("Background IPR"). To the extent that Background IPR is embedded in Work Product or is otherwise required for Customer and its Affiliates to receive the full benefit of any Work Product, Supplier hereby grants to Customer and its Affiliates a non-exclusive, perpetual, worldwide, transferable and sub-licensable (through multiple tiers), irrevocable and fully paid up right and license to use, modify and make derivative works, reproduce, distribute (by sale or otherwise), make public, and otherwise exploit (and authorise third parties to perform the foregoing actions) such Background IPR solely in connection with the use of such Work Product.

(c) *Rights Assigned*. For clarity, with respect to all Intellectual Property Rights and any other ownership rights, title and interest assigned to Customer, Customer will have the unlimited, exclusive, perpetual and worldwide right to use, modify and make derivative works, reproduce, distribute (by sale or otherwise), make public, and otherwise exploit (and authorise third parties to perform the foregoing

actions) such Intellectual Property Rights or other ownership rights, title and interest for any purpose and by any means, including but not limited to using such Work Product (in whole or in part) in advertisements, promotional materials and public communications and in any claims or litigation. Supplier will not, and will cause its Affiliates to not, use any Work Product for any purpose other than the performance of this Agreement, unless it has the prior written consent of Customer.

6.2 Syndicated Services.

(a) *License Grant*.

(i) *General*. Subject to Section 6.2(c) (Restrictions on Use), Supplier hereby grants Customer and its Affiliates a non-exclusive, perpetual, worldwide, irrevocable, fully paid-up, license and right to use, make derivative works of and reproduce the Deliverables related to Syndicated Services, in whole or in part, for their respective internal business purposes.

(ii) *Authorised Third Parties*. For clarity, such license and right includes use by third parties engaged by Customer and its Affiliates to the extent in furtherance of the internal business purposes of Customer and its Affiliates, in particular (A) individual contractors who are natural persons hired from time to time (either in person or via a loan-out company) to perform activities that would otherwise be carried out by employees, (B) providers of information technology and related support (e.g. IT infrastructure and cloud/software services such as dashboarding) and (C) consultants, retailers, advertising agencies, clients, vendors and distributors of Customer and its Affiliates, provided that such third parties are not in the business of providing syndicated consumer market research data that directly competes with the syndicated consumer market research data of Supplier that Customer provides to such third party ("Supplier Competitors"). For clarity, Supplier Competitors do not include providers of information technology and related support (e.g. IT infrastructure and cloud/software services such as dashboarding) who provide such data from Supplier Competitors as a value-added service.

(iii) *Specific Affiliates*. For the avoidance of doubt, to the extent explicitly agreed in the relevant TA or CA as a variation to this Agreement, the parties may limit the scope of the relevant license to Customer and/or specific Customer Affiliates (i.e. not all Customer Affiliates) (such Affiliate(s) "Specific Affiliates"). In such cases, Section 6.2(a)(ii) (Authorised Third Parties) will to apply with respect to third parties (including other Customer Affiliates) engaged by the Specific Affiliates for the internal business purposes of such Specific Affiliates. By way of example, and without limitation, the parties may explicitly agree in the relevant TA or CA as a variation of this Agreement (as described above) to limit the scope of licenses related to TGI and/or Artemis to Specific Affiliates.

(b) *Supplier Competitors*.

(i) *Notice and TPAA.* If Customer wishes to disclose Deliverables to a Supplier Competitor, Customer will notify Supplier in writing and provide a copy of the third-party access agreement template in Annex 4 (Template Third-Party Access Agreement) (the "TPAA").

(ii) *Response*. Upon receiving such notice, Supplier will promptly (and in any case within five (5) business days) respond to Customer by (A) signing and returning the TPAA to Customer, after which Customer and the Supplier Competitor will countersign and return the fully signed TPAA to Supplier, or (B) raising any drafting mistakes or clarifications with Customer, after which the process described in this Section will be repeated. If Supplier does not respond in writing within five (5) working days, the TPAA will be deemed agreed by Supplier.

(iii) *Assurances*. Supplier will not withhold its signature of the TPAA if the template has been completed correctly (and in any case Supplier will not unreasonably withhold or delay its signature). For clarity, Supplier will not charge fees in connection with the TPAA. Supplier will support Customer in good faith by accommodating reasonable modifications to the TPAA (e.g. a standard indemnity for intellectual property infringement) requested by the Supplier Competitor. As Supplier will have a direct relationship with the Supplier Competitor under the TPAA, neither Supplier nor its Affiliates will pursue, directly or indirectly, Customer or its Affiliates for the acts or omissions of such Supplier Competitor.

(c) *Restrictions on Use*. Customer will not sell, rent or reverse engineer Deliverables related to Syndicated Services.

(d) *Public Use*. Subject to the prior written consent of Supplier, Customer and its Affiliates may use Deliverables (in whole or in part) related to Syndicated Services publicly, including but not limited to in advertisements, promotional materials and public communications. If Customer Main Party or Customer requests such consent, Supplier will respond within five (5) business days or such other time agreed between the Parties, providing a reason in case of rejection. If Supplier does not respond within this timeframe, Supplier's consent will be deemed to have been given. Supplier will not withhold its consent unless the use of the relevant Work Product or Deliverable is misleading or misrepresentative, and Supplier's consent in all cases will not be unreasonably withheld or delayed.

6.3 Customer Data. As between the parties, and notwithstanding anything to the contrary in or under this Agreement, Customer and its Affiliates exclusively own all Customer Data and all Intellectual Property Rights in Customer Data. Neither Supplier, its Affiliates, Subcontractors nor Supplier Personnel will (a) access or allow access to Customer Data that is not required strictly for the performance of this Agreement, (b) use Customer Data for any purpose other than the performance of this Agreement and/or (c) commercially exploit or allow the commercial exploitation of Customer Data. Supplier and its Affiliates will return, delete and cease use of Customer Data to the extent requested by Customer or its Affiliates.

7 REPRESENTATIONS AND WARRANTIES

7.1 Services. Supplier represents and warrants that the Services will conform to the descriptions and specifications in the relevant TA or CA, any other descriptions or specifications agreed by the parties (including via email), and be free of material defects.

7.2 Deliverables. Supplier represents and warrants that each Deliverable will conform to the descriptions and specifications in the relevant TA or CA (it being understood that preliminary drafts of Deliverables shared with Customer before applicable due dates for purposes of alignment are not expected to fully conform to descriptions or specifications applicable to final Deliverables), any other descriptions or specifications agreed by the parties in writing (including via email), and be free of material defects.

7.3 Required Rights. Supplier represents and warrants that (a) it has all rights necessary to grant all the rights that it purports to grant and perform all of its obligations under this Agreement, without the further consent of any third party, and (b) in the case of Third Party Materials, it has the right to provide to Customer Main Party and its Affiliates and Customer Main Party and its Affiliates have the right to use Third-Party Materials subject only to any limitations explicitly stated in this Agreement. Third-Party Materials are governed by this Agreement and not by any separate agreement.

7.4 Consents. Supplier represents, warrants and covenants that it has obtained and will obtain and maintain, at its own cost, all consents, approvals, authorisations, licenses and/or permits, governmental or otherwise, required to perform its obligations under this Agreement, including all permits and/or authorisations required for Supplier Personnel in the territory of activity.

7.5 Compliance with Laws and Standards. Supplier represents, warrants and covenants that it and the Services will comply with all applicable Laws and industry codes, guidelines and standards (including those of ESOMAR). Supplier will provide support reasonably required by Customer to enable Customer to meet its obligations under applicable Laws relating to this Agreement.

7.6 No Infringement. Supplier represents and warrants that the Services, Deliverables and the use thereof by Customer Main Party andits Affiliates pursuant to this Agreement and the relevant TA or CA will not infringe upon any Intellectual Property Right or any other third-party right.

7.7 No Litigation. Supplier Main Party represents and warrants that, as of the Effective Date, there is no pending, threatened or anticipated claim, suit or proceeding that could affect Supplier's ability to perform and fulfill its obligations or impair Customer's rights under this Agreement. Supplier will notify Customer within fifteen (15) days of Supplier's knowledge of any such actual, threatened or anticipated claim, suit or proceeding.

8 INDEMNIFICATION FOR THIRD-PARTY CLAIMS

8.1 Supplier will indemnify and hold harmless Customer, its Affiliates, their respective directors, officers, and employees, (the "Indemnified Parties") against all Losses suffered or reasonably incurred by the Indemnified Parties as a result of any Third-Party Claim to the extent: (a) related to the Employment Regulations and arising from the expiration, completion or termination of any Services (for clarity, any relevant third-party service provider will also be an Indemnified Party under this provision); or (b) alleging

that the delivery or use of the Services infringes or misappropriates any Intellectual Property Right or other third-party right.

9 CONFIDENTIALITY

9.1 "Confidential Information" means (a) the existence and content of this Agreement and all TAs, CAs and POs; (b) any information relating to either of the Main Parties or their Affiliates which is disclosed under or in relation to this Agreement, in any medium or format, whether disclosed before or after the Effective Date, provided that such information is marked or described as confidential or is information that a reasonable person, considering the information and circumstances of disclosure, would understand to be confidential; (c) with respect to Customer Main Party and its Affiliates, all Customer Data and Work Product; and (d) any information, memoranda, notes, analysis, copies, processes, methods or products derived from the information set out above.

9.2 Use and Disclosure. Each party (a) will use Confidential Information only for the purposes contemplated under this Agreement, (b) will not disclose to any person any Confidential Information, except as permitted by Section 9.3 (Authorisations) and (c) will take reasonable measures to avoid unauthorised use or disclosure of Confidential Information. If the disclosure of Confidential Information occurs under a TA or PO or consists of the existence or content of this Agreement or any TA, CA or PO, then the foregoing obligations will apply for the duration of the relevant document and for a period of five (5) years thereafter. Otherwise, the foregoing obligations will apply for a period of five (5) years from the time of the disclosure of Confidential Information.

9.3 Authorisations. Each party may disclose Confidential Information:

(a) to its directors, officers, employees, agents, consultants, contractors or those of its Affiliates (collectively "Representatives") who need to know such information in connection with this Agreement. Each party will ensure that the Representatives to whom it discloses Confidential Information are informed in advance of the confidential nature of the information and are contractually obliged to keep the information confidential on terms no less stringent than the terms of this Agreement;

(b) to the extent required by Law or any Governmental Authority, provided that the receiving party (A) gives the disclosing party reasonable advance written notice to allow the disclosing party to seek a protective order or other appropriate remedy and (B) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed;

(c) if it can show by written records that the Confidential Information (A) was disclosed to it by a third party who was not under an obligation of confidence and who had the right to make such disclosure or (B) was previously known to it and at its free disposal;

(d) if the Confidential Information was, is or has become lawfully publicly known other than by a breach of this Agreement or other confidentiality obligations; or

(e) if the information is independently developed by a party without reliance upon Confidential Information of the other party.

9.4 Responsibility for Representatives. Each party will be responsible for any breach of this Section 9 by any of its Representatives. At the request of the disclosing party, the receiving party will identify its Representatives who have been given access to Confidential Information.

10 PERSONAL DATA

10.1 Compliance with Law. Each party will comply with all Applicable Data Protection Laws. If more than one set of Laws or contractual requirements applies to the Processing of Personal Data, the requirements that provide a higher standard of protection of Personal Data will apply.

10.2 Technical and Organisational Measures. Each party will implement and maintain appropriate technical and organisational measures that (a) provide a level of security appropriate to the risk represented by its Processing and the nature of the relevant Personal Data and (b) protect such Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. In particular, Supplier will comply with Annex 4 (Security Requirements).

10.3 Business Contact Data. Each party may, in the ordinary course of maintaining the business relationship with the other party, come to possess names, mailing addresses, email addresses and/or phone numbers

in relation to the other party or its personnel that are necessary for maintaining the business relationship ("Business Contact Data"). Each party will ensure that it is legally entitled and has taken the necessary steps to enable it to: (a) provide such Business Contact Data to the other party; and (b) authorise the other party to Process such Business Contact Data for the purposes of this Agreement.

10.4 Supplier as Controller. To the extent Supplier acts as Controller of Personal Data, Supplier bears sole responsibility for its own compliance and for the compliance of its Processors with Applicable Data Protection Laws and does not rely on Customer in connection with such compliance. In particular, Supplier ensures that notice of its Processing activities will be provided to affected Data Subjects in accordance with Applicable Data Protection Laws.

10.5 Supplier as Processor. To the extent Supplier acts as a Processor of Customer Personal Data, the following provisions also apply.

(a) *Instructions*. Customer will act as Controller. Supplier, acting as Processor, will Process Customer Personal Data only (i) in accordance with the prior documented instructions from Customer, including with respect to transfers of Personal Data, and (ii) to the extent necessary to perform its obligations under this Agreement, except to the extent Supplier is required to do otherwise by applicable Law, in which case Supplier will inform Customer of the applicable Law before Processing (unless the Law prohibits such information on important grounds of public interest).

(b) *Subprocessors*. Supplier's right to perform through an Affiliate or Subcontractor is subject to Customer's prior written consent where the Affiliate or Subcontractor will Process Customer Personal Data (such Affiliate and/or Subcontractor, a "Subprocessor"). Supplier will identify Subprocessors in the relevant TA or CA, and Supplier Main Party will provide Customer Main Party a list of all Subprocessors and their respective scopes of Processing under this Agreement promptly upon request. Supplier ensures that each Subprocessor is subject to binding and enforceable contractual obligations that are no less protective of Customer Personal Data than the provisions of this Agreement.

(c) *Transfers of EEA Personal Data*. If Customer Personal Data is transferred from any European Economic Area (EEA) Member State, the United Kingdom or Switzerland to any country or recipient (other than a Subprocessor) not recognized by the European Commission as providing an adequate level of protection, the applicable standard contractual clauses for the Transfers of Personal Data to Processors Established in Third Countries, dated 5 February 2010 (2010/87/EU), as amended or replaced from time to time (the "Standard Clauses"), will apply and are hereby incorporated by reference into this Agreement. For purposes of the Standard Clauses, (i) Customer will act as the data exporter and Supplier will act as the data importer; (ii) any Subprocessors will be subject to Clause 11 (Sub-processing) of the Standard Clauses; (iii) Appendix 1 of the Standard Clauses will be populated with the information in the relevant TA or CA; and (iv) Appendix 2 of the Standard Clauses will be populated with Section 10.2 (Technical and Organisation Measures) of this Agreement. If the Standard Clauses are amended or replaced from time to time, then the foregoing Clause and Appendix references will be deemed updated as appropriate. To the extent that there is a conflict between this Agreement and the Standard Clauses, the Standard Clauses will prevail. In the event that the Standard Clauses or other applicable transfer mechanisms become invalid, they will be replaced with other valid instruments prescribed by Applicable Data Protection Laws.

(d) *Communications with Data Subjects*. If Supplier receives any communication from a Data Subject, Governmental Authority, or any other third party, which relates to the Processing of Customer Personal Data, or the Customer's obligations under any Applicable Data Protection Laws, Supplier will, to the extent permitted under applicable Law, notify Customer in writing and provide a copy of such communication promptly and without undue delay (and in any case within the timescales required by Applicable Data Protection Laws) of receipt of the communication. Supplier will provide Customer with reasonable cooperation and assistance in relation to any such communication. Save as otherwise required by applicable Law, Supplier will provide any relevant Customer Personal Data to the requestor only in accordance with Customer's explicit prior written instructions. If and to the extent that Customer does not explicitly instruct Supplier in writing to disclose Customer Personal Data to a third party, save as otherwise required by applicable Law, Supplier will not make any such disclosure.

(e) *Breach Notifications*. Supplier must (i) notify the Nestlé Security Operations Centre, either on +41 21 924 9191 or gsoc@nestle.com, of any Information Security Incident involving Customer Personal Data within forty-eight (48) hours of becoming aware of the Information Security Incident and (ii) provide the following information: Customer Affiliates affected, Subprocessors involved (if any), date of discovery, suspected date of occurrence, consequences and effects, nature of the incident (including the categories and number of Data Subjects and data records concerned), identity and contact details of the data protection officer (if any) or other contact where more information can be obtained, and measures proposed or taken to mitigate adverse effects of the incident.

(f) *Cooperation*. Supplier will, promptly upon request, provide Customer with all information and reasonable assistance necessary (taking into account the nature of the Supplier's Processing of Customer Personal Data and to the extent Customer does not otherwise have access to the relevant information) to enable Customer to comply with Applicable Data Protection Laws and requests from Governmental Authorities, in particular with respect to (i) giving effect to the rights of Data Subjects (such as under Chapter III of the GDPR), (ii) notifying Governmental Authorities and/or Data Subjects of Information Security Incidents affecting Customer Personal Data (such as under Articles 33 and 34 of the GDPR) and (iii) conducting data protection impact assessments, reviewing associated Processing to ensure it is performed in accordance with such assessments, and consulting with and obtaining any necessary authorisations from Governmental Authorities to Process Customer Personal Data (such as under Articles 35 and 36 of the GDPR). If and to the extent that Supplier incurs third-party costs in complying with this Clause 10.5(f), Supplier will notify Customer in advance of incurring such costs and such costs will be borne (and promptly paid to Supplier) by Customer.

(g) *Changes in Law*. To the extent that Applicable Data Protection Laws impose any additional compliance obligations in respect of Customer Personal Data that are not sufficiently addressed in this Agreement, Supplier and Customer will, and will procure that their respective Affiliates and Subprocessors will enter into all such further agreements, and take all such steps, as may be reasonably necessary to achieve compliance with those Applicable Data Protection Laws.

11 INSURANCE AND LIABILITY

11.1 Insurance. During performance of this Agreement, Supplier will maintain at its own cost commercial general liability insurance, product liability insurance, other coverage sufficient to cover Supplier's liability, as well as any insurance required by applicable Laws. All insurance must be obtained by Supplier from reputable, solvent insurance companies. Upon written request by Customer, Supplier will promptly provide Customer the applicable evidence that the relevant policies are in place. Any insurance coverage provided by Customer will not release Supplier from any of its liabilities.

11.2 Liability.

(a) *General Cap*. Except as otherwise provided in Section 11.2(c) (Exclusions), the aggregate liability of each Main Party and Party for breach of contract under this Agreement, per incident, is limited to the greater of (i) two (2) times the total Charges paid or payable by all Customers to Suppliers under this Agreement in the twelve (12) months preceding the first incident out of which the liability arose; and (ii) USD 50,000,000 (fifty million US dollars), adjusted upward annually for inflation (if any).

(b) *Consequential Damages*. Except as otherwise provided in Section 11.2(c) (Exclusions), no Main Party or Party will be liable under this Agreement for consequential damages. Consequential damages will not include the following, non-exclusive types of damages, which Customer may recover:

(i) costs of procuring and implementing corrections, workarounds, and alternative (or substitute) products and services, in each case whether performed by Customer or a third party and including but not limited to consultancy and legal costs and costs of personnel, hardware, software and other equipment and materials; and

(ii) costs incurred by Customer or its Affiliates under this Agreement to the extent that such costs are wasted if Services are not performed.

(c) *Exclusions*. No limitation on liability will apply with respect to any indemnity or violation of third-party rights, infringement of Intellectual Property Rights, any breach of confidentiality obligations, Section 6 (Ownership and Intellectual Property Rights), Section 7.5 (Compliance with Laws), claims to the extent Supplier is insured, service credits, any Loss arising from fraud, wilful misconduct (including intentional breach), gross negligence, bodily injury or the loss, theft of or damage to personal

property, attorneys' fees and court and mediation costs owed in connection with this Agreement, and any liability which cannot be limited under applicable Law.

(d) *Mitigation of Losses*. Each party will have a general duty to make reasonable efforts to mitigate Losses for which the other party may be liable.

12 TERM AND TERMINATION

12.1 Term.

(a) *Agreement*. This Agreement will enter into force on the Effective Date and remain in force until it is terminated by Customer Main Party or Supplier Main Party in accordance with this Agreement.

(b) *CAs, TAs and POs*. Each CA and TA will enter into force on the effective date identified therein and remain in force until it expires or is earlier terminated in accordance with this Agreement. Each PO will enter into force as described in the corresponding CA and remain in force until the PO expires or is completed or earlier terminated in accordance with this Agreement.

12.2 Termination for Convenience.

(a) *Agreement*. Either Main Party may terminate this Agreement for convenience with immediate effect upon written notice to the other Main Party.

(b) *TAs and POs*.

(i) Syndicated Services. Customer may not terminate Syndicated Services for convenience.

(ii) Custom Services.

(A) Unless otherwise agreed in the relevant TA or CA, Customer Main Party or its Affiliate (as applicable) may terminate Custom Services in whole or in part for convenience, without penalty or liability, by giving Supplier Main Party or its Affiliate (as applicable) written notice as follows:

(1) two weeks prior written notice for Custom Services where the term of the relevant TA or PO is three months or less;

(2) one month prior written notice for Custom Services where the term of the relevant TA or PO is greater than three months but less than or equal to six months; and

(3) three months prior written notice for Custom Services where the term of the relevant TA or PO is greater than six months.

(B) If Customer terminates Custom Services under this Section 12.2(b)(ii), Customer will within sixty (60) days of receipt of a valid invoice pay Supplier:

(1) all Charges owed under the relevant TA or PO for Custom Services properly delivered or that would have been delivered prior to the effective date of termination (it being Customer's option whether Supplier will continue performance between receipt of the termination notice and the effective date of termination); and

(2) to the extent not part of the foregoing Charges, expenses reasonably incurred by Supplier or to which Supplier is reasonably committed in accordance with this Agreement and the relevant TA, CA and PO, provided such expenses are verified by supporting documentation (including third-party invoices) and Supplier mitigates such expenses (e.g. through cancellation or redeployment).

12.3 Termination for Cause.

(a) *CAs*. Either party may terminate the relevant CA, for cause with immediate effect upon written notice, if the other party: (i) materially breaches this Agreement or the relevant CA (as applicable), either as one event or a series of minor events, and such breach is not capable of remedy or, if the breach is capable of remedy, the other party fails to cure it within thirty (30) days of notice requiring it to do so; or (ii) ceases to carry on its business relevant to the Services or becomes insolvent, is dissolved or liquidated, files or has filed against it a petition in bankruptcy, dissolution or liquidation or similar action.

(b) *TAs and POs (Mutual)*. Either Party may terminate the relevant TA or PO, in whole or in relevant part, for cause with immediate effect upon written notice if the other Party (i) materially breaches the

relevant TA or PO, either as one event or a series of minor events, and such breach is not capable of remedy or, if the breach is capable of remedy, the other Party has failed to cure it within thirty (30) days of notice requiring it to do so; or (ii) ceases to carry on its business relevant to the Services or becomes insolvent, is dissolved or liquidated, files or has filed against it a petition in bankruptcy, dissolution or liquidation or similar action.

(c) *TAs and POs (By Customer Main Party or Customer)*. Customer Main Party or Customer may terminate the relevant TA(s) or PO(s) or any part of the Services thereunder for cause with immediate effect upon written notice if: (i) a change of Control of Supplier, other than for purposes of a bona fide corporate restructuring, occurs or is publicly announced proposed; (ii) Customer would be in violation of any Law which would mandate termination of the TA or PO; (iii) Supplier fails to perform material obligations for seven (7) calendar days due to a Force Majeure Event; (iv) a material portion of the other Services under the same TA, CA or this Agreement have been terminated; (v) the termination of a TA, PO or Services thereunder has a material impact on another TA, PO or Services thereunder; or (vi) another termination event occurs as specified in the TA or CA.

12.4 Effect of Termination.

(a) *Agreement and CAs*. Upon termination of this Agreement, all TAs, CAs and POs will continue in accordance with their terms (including renewal terms). Upon termination of any CA, all TAs and POs will continue in accordance with their terms (including renewal terms).

(b) *TAs and POs*. Upon expiration, completion or termination of each TA or PO for any reason: (i) Customer will within sixty (60) days of receipt of a valid invoice pay Supplier all Charges owed under any such TA or PO for Services properly delivered prior to the effective date of termination and (ii) Supplier will (A) save in respect of Syndicated Services and as set forth in Section 12.2(b)(ii) (relating to termination for convenience of Custom Services), repay to Customer promptly amounts which Customer has paid in advance in respect of Services not provided by Supplier by the effective termination date; (B) deliver promptly to Customer all Deliverables that are in progress and/or completed and any other materials required to ensure Customer's enjoyment of the results of the Services; and (C) return, delete and cease use of all related Customer Data.

12.5 Termination Assistance. Supplier will (a) co-operate with Customer and/or any replacement supplier to the extent reasonably required to facilitate the smooth migration of the Services from Supplier to Customer and/or the replacement supplier and (b) provide reasonable assistance to Customer to effect an orderly migration of Customer Data in its control or possession (or in the control or possession of its Affiliates or Subcontractors) to Customer and/or any replacement supplier. Any material assistance to be provided by Supplier beyond the scope of the Services will be subject to a new TA or PO.

12.6 Survival. No termination, expiration, completion or termination will affect any accrued claims, rights or liabilities of the parties, and all provisions which by their nature are intended to survive will survive.

13 AUDIT

13.1 Financial Disclosures. Upon request, Supplier Main Party and Supplier will provide copies of their latest publicly available financial statements to Customer Main Party.

13.2 Compliance with Agreement.

(a) *Audit Right*. Subject to the confidentiality obligations in this Agreement, Supplier will allow Customer and any auditors, (such auditors to be publicly certified) of Customer to access the records and premises used in the provision of the Services and provide other support to the extent reasonably required to verify that the Services are being provided in accordance with the terms in and under this Agreement. Supplier will retain sufficient records in the ordinary course of business for these purposes. Prior to the commencement of any such audit, Customer will identify the particular scope of the audit to ensure that it is carried out efficiently. The Parties will bear their own costs and expenses in connection with audits.

(b) *Time and Manner*. Audits may be performed once every twelve (12) months, during the term of this Agreement and for twelve (12) months thereafter. Any such audits will be at a time and in a manner approved by Supplier and Customer and, unless otherwise agreed by Supplier in writing, will be supervised by Supplier. The audits will be done without material interruption to Supplier's business.

(c) *Restrictions*. Neither Customer nor any auditor appointed on its behalf will have any access to: (i) individual payroll and personnel files; (ii) individual expenditure or records relating to the Supplier's other clients (and not also to Customer or its Affiliates); (iii) any of the Supplier's overhead costs; (iv) Supplier's server rooms or IT systems.

(d) *Results and Effects*. Following an audit, Customer may discuss its findings with Supplier and, if appropriate, the Parties will agree a plan (including a timetable to implement the plan) to address concerns identified in the audit. If the audit demonstrates that Supplier is failing to comply with its obligations, then, without prejudice to the other rights and remedies of Customer, Supplier will take the necessary steps to comply with its obligations at no additional cost to Customer (including promptly refunding any overcharge(s) made).

14 GENERAL PROVISIONS

14.1 Notices. The parties will use their best efforts to ensure that all notices delivered under this Agreement are actually received at the appropriate level of authority. Notices will be deemed delivered when in writing and sent to the addresses below, as such addresses may be updated from time to time, (a) upon non-automated, written confirmation of receipt, if sent via electronic mail stating "Action Required – Formal Notice under Master Agreement" in the subject line, (b) on the date of delivery, if delivered personally, (c) on the first business day following the date of mailing, if sent via a nationally recognized, next-day courier providing evidence of receipt or (d) on the fifth business day following the date of mailing, if sent via registered or certified mail providing evidence of receipt.

Supplier Main Party:
Address: As stated on the first page of this Agreement
Attention: Ash Bhartia

Electronic mail: Ash.Bhartia@kantar.com

Copy to: Legal@Kantar.com

Customer Main Party:
Address: As stated on the first page of this Agreement
Attention: Global Category Lead – Insights Procurement
With copy to: Legal Department – Insights Procurement

Electronic mail: NPDLegal@nestle.com

14.2 Entire Agreement; Order of Precedence. This Agreement and all TAs, CAs and POs set forth the entire agreement between the parties relating to its subject matter and supersede all prior or contemporaneous agreements and understandings (whether written or oral) relating thereto, except for any confidentiality agreement agreed during preliminary discussions, which will continue to apply. No quotation, purchase order, invoice or similar document, or any terms, notices or policies presented (on a website or otherwise), will amend or add to the terms in or under this Agreement, and any such attempts to do so will not be valid. In the event of any conflict between the terms of this Agreement and any TA or CA, the terms of this Agreement will prevail unless the TA or CA explicitly states that a deviation is to be made (e.g. as required by applicable Laws).

14.3 Amendment; Waiver. Any amendment to or under this Agreement must be written and signed by the relevant parties and will apply to all existing and future Services. Any failure or delay by a party to exercise any right or remedy under this Agreement or Law will not constitute a waiver of that or any other right or remedy. Waivers must be in writing and signed by the relevant party.

14.4 Relationship of Parties. Nothing in or under this Agreement (a) establishes any partnership or joint venture between any parties, constitutes any party as an agent of another party, or authorises any party to make or enter into any commitment for or on behalf of another party or (b) grants Supplier any exclusive rights to supply services the same or substantially similar to the Services to Customer Main Party or its Affiliates. Customer Main Party and its Affiliates may at any time procure such services from any third party.

14.5 Severability. If any provision in or under this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the provision will be deemed restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions will continue in full force and effect.

14.6 Headings. Headings used for sections or annexes are for ease of reference only and will not be considered in the interpretation of this Agreement or any document hereunder.

14.7 Assignment. Neither Supplier Main Party nor its Affiliates will assign, delegate or transfer any rights, duties or claims under this Agreement without the prior written consent of Customer Main Party or its Affiliates (as applicable), and any attempted assignment, delegation or transfer to the contrary will be null and void. Any consent by Customer Main Party or its Affiliates will not relieve Supplier Main Party or its Affiliates of their responsibilities. Customer Main Party and its Affiliates may assign, delegate or transfer their rights and duties under this Agreement, as well as their position as a party, in whole or in part, to any Affiliate or in connection with a merger, acquisition or total or partial sale of business or assets, with notice to Supplier Main Party or its Affiliate (as applicable).

14.8 Acquisitions. If an Entity becomes a Customer Affiliate after the Effective Date, whether by incorporation, merger, acquisition or otherwise, then it will be entitled to receive all rights and benefits under this Agreement to the same extent as if it was a Customer Affiliate on the Effective Date.

14.9 Responsible Sourcing. Supplier acknowledges that it has reviewed and accepted the Nestlé Responsible Sourcing Standard (as updated from time to time and published on www.nestle.com/suppliers) and to the extent relevant to the performance of the Services under this Agreement that it, its Affiliates and Subcontractors will comply with the Nestlé Responsible Sourcing Standard while performing this Agreement.

14.10 Publicity.

(a) Supplier Main Party will not, and will cause its Affiliates and Subcontractors to not, use any name, brand name, trade name, trademark, logo or symbol of Nestlé S.A. or its Affiliates in any form of advertisement, promotional material or public communication without the prior written consent of Customer Main Party.

(b) Subject to the prior written consent of Supplier, Customer Main Party and its Affiliates may identify Supplier as the source of Work Product and/or Deliverables (in whole or in part) publicly, including but not limited to in advertisements, promotional materials and public communications, provided that Customer displays the Work Product and Deliverables (in whole or in part) in a representative and non-misleading manner. If Customer Main Party or Customer requests such consent, Supplier will respond withinfive (5) business days or such otjher time agreed by the Parties, providing a reason in case of rejection. If Supplier does not respond within this timeframe, Supplier's consent will be deemed to have been given. Supplier will not withhold its consent unless the use of the relevant Work Product or Deliverable is misleading or misrepresentative, and Supplier's consent in all cases will not be unreasonably withheld or delayed. For clarity, Customer Main Party and its Affiliates may identify Supplier as the source of Work Product and Deliverables (in whole or in part) internally and with their respective contractors and other third parties who need to have access to such Work Product or Deliverable for purposes of providing services to Customer Main Party and its Affiliates.

14.11 Force Majeure. Neither Party will be in breach under this Agreement if such breach is caused by an event that is unforeseeable and beyond the reasonable control of such Party (such as, depending on the circumstances, a natural disaster, war, civil disorder, or terrorist attack), except to the extent that the breaching Party is at fault in causing or failing to prevent such breach, and provided that such breach cannot reasonably be circumvented by the breaching Party through the use of alternate sources, workaround plans or other means (each such qualifying event, a "Force Majeure Event"). In such circumstances, the breaching Party will be entitled to a reasonable extension of the time to perform its obligations, provided that it promptly (and in any event without undue delay) provides written notice of the Force Majeure Event to the non-breaching Party and uses all reasonable endeavors to mitigate the effects of the Force Majeure Event. Force Majeure Events do not include strikes, lockouts or labor disputes involving Supplier Personnel or Information Security Incidents, and the absence of fault in the foregoing cases will not exempt Supplier from any related liability. Customer will not be liable for any Charges relating to Services (or any part of them) not provided due to the Force Majeure Event.

14.12 Recovery Rights. Nothing in this Agreement will make Customer Main Party liable under any TA to which it is not a party or PO that it does not issue. For clarity, Customer Main Party is not a party to any TA or CA that it signs for internal approval purposes.

14.13 Cumulative Remedies. The rights and remedies provided in or under this Agreement are cumulative and not exclusive of any other rights or remedies (including claims for damages) provided by Law or otherwise in or under this Agreement.

14.14 Governing Law and Jurisdiction. With respect to disputes between the Main Parties, this Agreement and all applicable documents hereunder will be governed by and construed exclusively in accordance with the Laws of Switzerland, excluding its conflict of laws principles, and the courts of Geneva, Switzerland will have exclusive jurisdiction, the competence of the Swiss Federal Court being reserved. With respect to disputes between Affiliates of the Main Parties, this Agreement and all applicable documents hereunder will be governed by and construed exclusively in accordance with the Laws of the country or state identified in the purchase order of the relevant Affiliate of Customer Main Party, excluding its conflict of laws principles, and the courts of that country or state will have exclusive jurisdiction. The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

14.15 Dispute Resolution. Prior to initiating litigation in relation to this Agreement, the parties will attempt to resolve their dispute in good faith through direct negotiation**,** and any dispute between Affiliates of the Main Parties will be escalated to the Main Parties before initiating litigation. Nothing in this Section prevents any party from seeking orders from a court for any urgent interlocutory or other equivalent injunctive relief. The prevailing party in any dispute will be entitled to reasonable attorneys' fees and court and mediation costs. With respect to disputes between the Main Parties, following any unsuccessful negotiation, the Main Parties will submit the dispute to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force at the time (www.swissarbitration.org/Mediation/Mediation-rules). The seat of mediation will be Geneva, Switzerland, and the Main Parties may agree to hold meetings in other locations. The mediation proceedings will be conducted in English. If the Main Parties do not reach an agreed, written settlement within forty-five (45) days from the date when the mediator has been confirmed or appointed by the Chambers following the filing of a mediation request, or any such other period as agreed by the Main Parties, then either Main Party may commence court proceedings.

14.16 E-Signature. If this Agreement or any document in connection with this Agreement is signed electronically, the parties agree that such signature will be legally binding, and no party will contest enforceability on the basis of such signature.

The signature page follows.

SUPPLIER MAIN PARTY

Signature: DocuSigned by: Wayne Levings DF263701F8A6463...

Name: Wayne Levings

Title: President

Date: 14 December 2020

CUSTOMER MAIN PARTY

Signature: DocuSigned by: 40FAD5E67DB249C...

Name: Marta Marin

Title: Global Category Lead

Date: 03 January 2021

Signature: DocuSigned by: Chatelain Eric F8E9CBDA05D44AD...

Name: Chatelain Eric

Title: Head of Global Procurement

Date: 04 January 2021

Annex 1 – Consent Form

[Note to Supplier: This Consent Form should be translated in the mother tongue of the consumers.]

CONSENT FORM

Information about the Consumer Test

The participation in the Consumer Test is voluntary at all stages. The Consumer Test will take place at [indicate address] and last [indicate time]. The Consumer Test will consist of [describe the type of Consumer Test, the type of products tested if the case, quantities, etc], and participating consumers will be asked to [describe in simple terms what activities the consumers will be asked to do]. The purpose of the Consumer Test is market research. [The Consumer Test will involve video and audio recordings of the participating consumers [and their house environment].] [If there are no video or audio recordings, delete the last sentence.] The following categories of information about you will be recorded and may be further processed for the purposes of the Consumer Test [describe in simple terms the categories of information collected – e.g., name, address, email address, phone number, interests, purchasing habits, photographs, video recordings, audio recordings, biometric data (including facial recognition), etc.]. This information may be transferred to other countries for the purposes of the Consumer Test. Such transfers will be performed in accordance with applicable law.

Consent

I carefully read and understood the information about the Consumer Test. I have been able to ask questions about the Consumer Test and my questions have been answered to my satisfaction. I hereby confirm my agreement with the following:

- I received all the information I deem necessary and useful regarding the content and the manner in which the Consumer Test will be performed.

- The information provided to me during the Consumer Test is confidential. I agree to keep this information secret, not to disclose it to anyone and not to use it for any purpose.

- I understand that the information I provide will be used for [details of the expected output, e.g. reports, publications, website, video channel, etc.].

- The information about me collected during the Consumer Test may lead to the development of new products and services. I agree that any intellectual property resulting from my participation in the consumer test shall be owned by the company on behalf of which the market research is conducted. I waive any claims, and any moral rights or equivalent rights, that I may have or acquire in or to any such intellectual property.

- [If the Consumer Test involves product testing. If not, delete this paragraph.] I do not have any allergy related to food, beverages and/or ingredients, I am not pregnant, I have no medical condition or health disease and there are no other circumstances which prevent me from participating in this Consumer Test.

- [If the Consumer Test involves qualitative groups or individual discussions. If not, delete this paragraph.] I agree that the information collected from me, including the video and audio recordings made during the Consumer Test (if any) can be used to enable you to perform a detailed analysis of my responses.

- I agree that you can collect information about me and retain it for the duration of [indicate duration] so that you will be able to contact me if required for the purposes of the Consumer Test, provided that you will process it in compliance with all applicable laws regarding privacy and data protection.

- I understand that I can withdraw from the Consumer test at any time, without having to give a reason.
- I understand that I can request that information about me is corrected or erased in its entirety.
- I give permission for the [specify the data; i.e. anonymized transcripts, audio recordings, survey database, etc.] that I provide to be deposited in [name of data repository] so it can be used for future research and learning.

- I understand that I can contact [Insert Supplier Contact] directly if I have any questions or concerns. Their email address is [Email Address].
- I understand that if I am dissatisfied with how information about me is used I can make a complaint to the government body in charge.

I consent voluntarily to participate in the Consumer Test on the basis of the conditions set out above.

Full Name of Participant:
Signature:
City and Date:

Full Name of Person Giving Consent:
Signature:
City and Date:

I have read out the information sheet to the potential participant and, to the best of my ability, ensured that the participant as well as the person giving consent if the participant is a minor or in any other manner is unable to provide personal consent understand to what they are freely consenting.

Full Name:
Signature:
City and Date:

Annex 2 – Service Levels

<table>
<tr>
<td>Timing compliance</td>
<td>- Late delivery

Delivery milestones for each project must be agreed between the Parties in writing prior to the commencement of a project for penalties to apply.

Penalties shall not apply if the delay is attributable to the following:
(a) the failure or delay of Customer to perform a Customer obligation agreed in writing;
(b) a request from Customer to modify the scope of Services, in which case the TA should be updated and timelines adjusted accordingly);
(c) a third party that Customer engages and over whom Supplier has no control; or
(d) a Force Majeure Event.</td>
<td>Amounts due as a result Supplier’s late delivery are calculated based on the Charges relating to the Services/Deliverables that have been delayed:
<table>
<tr><th>Late delivery</th><th>Credit</th></tr>
<tr><td>2-5 working days</td><td>2%</td></tr>
<tr><td>6-10 working days</td><td>5%</td></tr>
<tr><td>11-15 working days</td><td>8%</td></tr>
<tr><td>16-21 working days</td><td>12%</td></tr>
<tr><td>22-30 working days</td><td>18%</td></tr>
<tr><td>31-39 working days</td><td>25%</td></tr>
<tr><td>40+ working days</td><td>40%</td></tr>
</table>
</td>
</tr>
<tr>
<td>Customer/Supplier Assessment</td>
<td>1 to 10 mark from annual review between Customer and Supplier contact</td>
<td>Continuous improvement plan</td>
</tr>
<tr>
<td>Data Accuracy</td>
<td>Critical data errors which mean that Study data is corrupt and needs to be refilled.</td>
<td>Supplier will promptly reperform the research (or complete collection) at its own cost.</td>
</tr>
</table>

Annex 3 – Security Requirements

1. Applicability and Evolution

1.1. Supplier Main Party and Supplier Main Party Affiliates will implement and maintain throughout the term of this Agreement the security measures set out in this Annex (the "Security Requirements") in order to secure at all times the confidentiality, integrity and availability of Customer Data.

Supplier Main Party and Supplier will use commercially reasonable endeavours to cause its Subcontractors to comply with the Security Requirements. In each case, in consultation with Customer, Supplier Main Party or Supplier will make a risk assessment of the Subcontractor, and the Security Requirements agreed by Supplier Main Party or Supplier under the agreement with such Subcontractor will be the ones the latter will have to comply with for purposes of this Agreement.

1.2. The Security Requirements are subject to technical progress and evolution. As such, Supplier may implement adequate alternative measures; provided, that the security level will not be reduced at any time.

1.3. Supplier Main Party will (i) document and notify Nestrade and Customer of all significant changes in their respective implementation of the Security Requirements and (ii) provide any additional, relevant information promptly upon request from Customer.

2. Security Standards

Supplier Main Party: (i) maintains and issues (including to the participating agencies), a standard IT security policy (the "Kantar Data Privacy and Security Charter") which sets out policies governing information technology and security; and (ii) in order to ensure adherence to the Kantar Data Privacy and Security Charter, has developed and maintains a set of proprietary and confidential computing controls and procedures ("Kantar GCCs") and maintains an internal proprietary and confidential self-assessment and audit programme to represent compliance against the Kantar GCCs (collectively the "IT Security Assurance Programme" or "ISAP"). Only Supplier Main Party's majority owned Affiliates participate in ISAP ("participating agencies"). For the rest of its Affiliates, Supplier Main Party will, if requested by Nestrade or Customer, make reasonable efforts to ensure that these Affiliates give to Customer access to undertake security audits on terms to be agreed.

2.1. Each Main Party agrees to designate (in its sole discretion) an individual to manage the information security arrangements set forth in this Appendix, in connection with the provision of Services by the participating agencies (the "Kantar CISO" and the "Customer Security Manager" respectively) it being acknowledged that the identity of such person may be changed by the relevant party as applicable from time to time during the term of this Agreement.

2.2. In each calendar year during the term of this Agreement, each and all participating agencies will complete a self-assessment of their Kantar GCCs compliance using the Kantar GCCs template.

2.3. In each calendar year during the term of this Agreement, a rolling programme of on-site audits of participating agencies will be conducted by Kantar IT Internal Audit. The basis for conducting testing and recording the results is the Kantar GCCs. The objective is to audit a random sample of participating agencies in each such year (being no more than 10% of such participating agencies). A draft list of participating agencies proposed for the annual audit ("Annual Audit List") will be submitted to Customer for approval by 30 November preceding the start of the relevant calendar year and is intended to be confirmed by Customer by no later than 31 December preceding the start of the relevant calendar year.

2.4. The results of the self-assessment and on-site audits will be combined into a single report, in a template for reporting the self-assessment results and for sharing audit results to Customer, which will be agreed between the IT team of Customer and the ISAP team ("Reporting Template"). Upon reasonable request from Customer, Customer will be provided with access to copies of the Kantar IT Internal Audit reports and Supplier self-assessment submissions. The reporting template will be provided to Nestle by 30th April of each calendar year.

2.5. The reporting template will provide a status covering the operation of each of the controls defined within the Kantar GCCs using the following schema:

Red: - Control has been deemed ineffective and no remediation plan exists.

Amber: - Control has been deemed ineffective but a remediation plan exists.

Green: - Control has been deemed effective.

2.6. Controls deemed ineffective will be itemised within the Reporting Template, specifying the relevant nature of the deficiency and an expected date for remediation. All agencies where ineffective controls have been identified will be obliged to remediate the deficiency.

3. Intrusion Detection and Prevention

Following the sale of a majority stake in the Supplier Main Party and its Affiliates by WPP, Supplier has a programme of infrastructure and security which means it is changing the way it delivers networks across the Supplier organisation. As part of the overall programme Supplier will be replacing its firewalls to best of breed hardware in phases with a plan which will have IDS/IPS functionality in place when complete. Supplier is committed to replacing IDS/IPS functionality across its network.

In this transition period, IDS/IPS controls will not be in place across the entirety of the Supplier network but Supplier maintains multi layered border security including central monitoring of firewall traffic to a central SIEM monitoring team. Supplier also has layers of security controls in place across the network border, servers, endpoints and applications.

Supplier confirms that such transition period will be complete by or before 31 December 2020.

4. Penetration Testing

4.1. Supplier shall, at its own costs, perform Penertation testing on the Supplier's systems every twenty four (24) months in order to conduct and report the results of penetration testing, including human manual testing, to evaluate the security controls of the application (including but not limited to web services and mobile applications), host and network layers used to provide the Services following industry-standard methodologies (e.g. OWASP and OSSTMM).

4.2. Supplier will provide Customer with copies of the executive summary of the report generated by the Supplier promptly upon reasonable written request. Supplier will promptly notify Customer of the criticality, high, medium, low) of deficiencies identified as well as the type and target dates for any corrective actions necessary for those vulnerabilities to be corrected. Details around the vulnerabilities which could potentially be used to exploit the vulnerabilities will not be disclosed. Should any critical weakness be identified, Supplier will, and will cause its Affiliates and Subcontractors to, undertake corrective or mitigating actions within seven (7) calendar days of receipt of the final version of the report. Should any high weakness be identified, corrective or mitigating actions will be undertaken by Supplier within thirty (30) calendar days of receipt of the final version of the report.

4.3. For purposes of this Section, definitions of the severity of the identified weaknesses (i.e. critical, high, medium or low) will be based on industry standards such as the OWASP Risk Rating Methodology.

5. Identity Management

5.1. Supplier will allow Authorized Users to access the Services only after authentication with valid credentials.

5.2. Encryption techniques, including use of a salt, will be used to protect credentials stored at rest (SHA-256, equivalent or higher security).

5.3. The Services will provide, where applicable and where the technology allows, configurable security controls conforming with the Kantar GCCs, summarized below:

- Password Expiration: 60 days.
- Minimum Password Length: 8 characters.
- Must contain both alpha and numeric characters.
- Account Lockout Trigger: 5 attempts.
- Account Lockout Duration: 15 minutes (or earlier if unlocked by IT).
- Minimum # Passwords Before Reuse: 24 cycles.
- Must contain both uppercase and lower case characters: (A-Z).
- Need to consider the use of a symbol (e g @, $, *) as required.

Where technologies used to deliver services to Customer do not support these requirements a risk assessment will be performed, and appropriate mitigating action taken as necessary.

In addition to the requirements above, application Idle time will be configured to 15 mins and Multi-Factor Authentication will be adopted where the technology used to deliver services to Customer support these requirements.

5.4. To the extent consisting of cloud services, the Services will have the ability to use identity and access management standards such as:

a) SCIM and/or make API integration available for the creation, modification, and deletion of user accounts and access permissions, and the exchange of identity data; and

b) SAML, OAuth, OpenID Connect in order to make authentication and authorization decisions.

6. Information Security Incident Response

6.1. Supplier will maintain and review at least annually or when a material change occurs security incident management policies and procedures, including detailed security incident escalation procedures. In the event of any Information Security Incident, Supplier will, at its sole expense:

a) expeditiously (but in no case later than forty-eight (48) hours after Supplier (or members of its staff) learns of an Information Security Incident) report such Information Security Incident to the Nestlé Security Centre, which operates 24x7 and can be reached on +41 21 924 91 91 or gsoc@nestle.com, summarizing in reasonable detail the effect on Customer and its Affiliates, if known;

b) investigate such Information Security Incident, perform a risk assessment, and develop a corrective action plan;

c) provide a written report of such risk assessment to Customer; and

d) prepare and implement a remediation plan to take necessary corrective actions and cooperate fully with Customer and all Affiliates of Customer in reasonable and lawful efforts to prevent, mitigate, rectify and remediate the effects of the Information Security Incident.

6.2. Supplier will test all features of its Security Incident Response procedures at least once per year.

7. Logging

7.1. Supplier will have in place a comprehensive log management program in compliance with the WPP GCCS and which are aligned with ISO 27001:

a) the scope of logging and the retention policy will be based on a risk-based approach;

b) logs will be sufficient to permit forensic analysis on Information Security Incidents;

c) logs will record administrative changes to the Services;

d) protections will be implemented to prevent tampering of log records; and

e) passwords will not be logged under any circumstances.

8. Physical Security

All facilities containing the Supplier's Systems will, at a minimum:

a) be structurally designed to withstand adverse weather and other reasonably predictable natural conditions;

b) have appropriate physical environmental safeguards to protect the Supplier's Systems from damage related to smoke, heat, water, fire, humidity, or fluctuations in electrical power;

c) be supported by on-site backup power generating Supplier's Systems; and

d) have appropriate controls to ensure that only authorized Supplier personnel are allowed physical access to the facility.

9. Media Disposal

Supplier will use industry-standard processes which are aligned to Kantar GCCs and which are aligned with ISO 27001.

10. Backup

Supplier will:

a) ensure that Customer Data is backed up and stored in a location and format available for retrieval as needed;

b) safeguard copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located;

c) have specific procedures in place governing access to copies of data;

d) review and test data recovery procedures at least every twelve (12) months or when a material change occurs; and

e) log data restoration efforts, including the person responsible, the description of the restored data and which data (if any) had to be input manually in the data recovery process.

11. Disaster Recovery

11.1. Supplier takes a risk based approach to disaster recovery. Many Supplier systems by their design are spread across geographies and client bases so have resiliency as a feature but tested Disaster Recovery plans do not exist for all its systems. Supplier has a programme of building and testing disaster recovery plans for all its key systems, prioritising critical systems.

11.2. In the event of data processing errors or data loss caused by act or omission of Supplier, Supplier will promptly notify Customer of such error and correct such error at its own cost and will follow its disaster recovery procedure. In the event of processing errors caused by Customer's or a Customer appointed third party, Supplier will correct such error upon written notice from and at the reasonable expense of Customer.

12. Malicious Software

12.1. Supplier will (a) install and maintain an industry standard anti-malware software and, to the extent possible, use real-time protection features and (b) maintain the anti-malware software in accordance with the anti-malware software vendor's recommended practices in order to prevent the Supplier's Systems and/or the Services from being infected or affected by the presence of Malicious Code.

12.2. Supplier ensures that the anti-malware software used by Supplier will check for new malware updates no less than once per day and that the related anti-malware signatures are current.

12.3. Supplier will immediately quarantine or remove all Malicious Code discovered or which may be present in the Supplier's Systems or the Services.

12.4. Supplier will perform real-time scanning on files and other data uploaded into the Services to identify and eliminate any files or other data containing Malicious Code.

12.5. Supplier ensures that the Services will not knowingly introduce, permit or facilitate the introduction into any System of any Malicious Code.

13. Data Encryption

13.1. Supplier will implement and utilise encryption algorithms and techniques which align to normal industry practice and the recommendations from industry standard institutes, such as NIST to protect Customer Data (including credentials) during transmissions over public networks.

13.2. Where agreed in writing with Customer, Supplier will implement and utilise industry-accepted encryption products to protect Customer Data (including credentials) during transmissions over private networks.

13.3. Where agreed in writing with Customer, Customer Data at rest, including any backups of Customer Data, will be encrypted using industry accepted encryption algorithms.

14. Data Access

Supplier ensures that any individual with access to Customer Data at facilities of Supplier will have access to Customer Data only based on a least-privilege approach/need-to-know principle. Supplier ensures that Customer Data will always be protected when transferred to non-live environments by anonymising/obfuscating the Customer Data.

15. Ownership and Segregation of Customer Data

15.1. Customer Data is and will remain the exclusive the property of Customer.

15.2. Supplier ensures that all data made available by Customer to Supplier will, by appropriate technical means, be kept logically separated from Supplier's data and data of any other client of Supplier or its Affiliates or Subcontractors.

16. Vulnerability Management

16.1. Supplier will have in place and review annually or when a material change occurs a comprehensive vulnerability management program for the regular identification, categorisation and timely remediation of technical and process vulnerabilities at the infrastructure and application layers of the System(s).

16.2. Supplier will use all reasonable endeavours to ensure that software patches to correct vulnerabilities are installed and activated within the following timeframes:

Vulnerability Severity	Timeline
Critical	Immediately, no later than 7 calendar days
High	As soon as possible, no later than 30 calendar days
Medium	Next security update, no later than 90 calendar days

16.3. For purposes of this Section, the definition of the severity of the identified weaknesses (i.e. critical, high, medium or low) will be based on industry standards such as the Common Vulnerability Scoring System (CVSS) provided by the Forum of Incident Response and Security Teams (FIRST).

17. Remote Connection

When Supplier remotely connects to Customer's network and/or remotely accesses Customer private or public systems, directly from the internet or using VPN technologies or any other connection method, Supplier acknowledges and accepts that:

a) all network traffic and accesses to the Customer information systems are logged and may be monitored;

b) the network connection is solely a mean to share certain data between Supplier and Customer and to facilitate the execution of Supplier's services to Customer;

c) Supplier is responsible for any data and/or modification posted by or on behalf of Supplier, and Customer will not bear any liability, or any obligation to monitor or maintain any supervision, with respect to such modification or such data;

d) Customer does not warrant that the access to the network is secure;

e) Supplier will be responsible for the security of its use of the connection, its use of Customer's computer environment and/or its use of Customer Data; and

f) when credentials are assigned by Customer to Supplier's authorized users, those credentials are confidential and personal to each individual user and may not be disclosed or shared for any reason.

Annex 4 – Template Third-Party Access Agreement

Contract No: NPD00003572 Effective Date: <Date Month Year>

THIRD-PARTY ACCESS AGREEMENT

AMONG:

<SUPPLIER LEGAL NAME>, an entity organised under the laws of <jurisdiction of organisation>, with a business address at <address> ("Supplier"),

<CUSTOMER LEGAL NAME>, an entity organised under the laws of <jurisdiction of organisation>, with a business address at <address> ("Customer"), and

<CONSULTANT LEGAL NAME>, an entity organised under the laws of <jurisdiction of organisation>, with a business address at <address> ("Consultant" and collectively with Supplier and Customer, the "Parties").

INTRODUCTION

A: Supplier and Customer have entered into a <Transaction Agreement>, effective <Date Month Year>, pursuant to which Supplier licenses data (the "Data") to Customer (the "Transaction Agreement"). The Transaction Agreement is governed by the Master Services Agreement for Custom and Syndicated Market Research Services, effective 1 January 2021, between The Kantar Group Limited and Nestrade S.A. (the "MSA").

B: As contemplated in the MSA, this third-party access agreement (this "TPAA") sets forth the terms under which Supplier consents to the disclosure to and use by Consultant of the Data for purposes of Consultant providing services to Customer.

IT IS AGREED AS FOLLOWS:

1. LICENSE TO CONSULTANT

Supplier owns all rights, title and interest (including intellectual property rights) in the Data. Supplier hereby grants Consultant a non-exclusive right and license during the term of this TPAA to use the Data solely to fulfil its obligations to Customer. Consultant will not (a) use the Data for any other purpose or (b) disclose the Data to anyone other than employees of Consultant or Customer who need to receive the data for such purpose.

2. CONFIDENTIALITY

Consultant will maintain the security and confidentiality of the Data, as well as any information Consultant may learn about the terms of the relationship and/or agreements between Supplier and Customer, as it would its own confidential information. Consultant will (a) inform each of its employees having access to the Data of the restrictions contained in this TPAA; (b) be responsible for breaches of any such restrictions by its employees; and (c) promptly notify Supplier and Customer of all facts within its knowledge relating to any unauthorised use, copying, disclosure, possession of or access to the Data and will assist in preventing a recurrence.

3. DELIVERY OF DATA

If Customer does not provide the Data to Consultant then, at Customer's request, Supplier will provide or make available to Consultant a copy of the Data provided to Customer (without any change in format) at no cost. Consultant may obtain from Supplier format changes, special services and/or assistance in the use of the Data upon payment to Supplier of Nestlé's then-current preferential rates.

4. TERM AND TERMINATION

4.1. Term. This TPAA will enter into force on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in force for the duration of the Transaction Agreement.

4.2. Termination. This TPAA will automatically terminate if the agreement pursuant to which Consultant is providing services to Customer is terminated. Supplier may terminate this TPAA for cause with immediate effect upon written notice to the other Parties if Consultant materially breaches this TPAA and has failed to cure such breach within thirty (30) days of notice requiring it to do so. Customer may terminate this TPAA for convenience with immediate effect upon written notice to the other Parties.

4.3. Effect of Termination. Upon termination of this TPAA, Consultant will return to Customer any Data in Consultant's control or possession. Consultant's obligations under this TPAA will survive

termination of this TPAA. Termination of this TPAA, howsoever arising, will not affect Customer's license to use the Data.

5. SEPARATE AGREEMENT

This TPAA does not alter any provisions of or the rights or obligations of Supplier or Customer to each other under the Transaction Agreement or the MSA.

6. GENERAL PROVISIONS

6.1. Relationship of Parties. Nothing in this TPAA establishes any partnership or joint venture between any Parties, constitutes any party as an agent of another Party, or authorises any Party to make or enter into any commitment for or on behalf of another Party. For the avoidance of doubt, Customer does not assume any obligation or liability to Supplier in respect of Consultant's use of the Data or otherwise underwrite Consultant's performance. As such, Supplier will not pursue, directly or indirectly, Customer or its Affiliates for the acts or omissions of Consultant.

6.2. Assignment. Consultant will not assign or delegate its rights or obligations without the consent of the other Parties (not to be unreasonably withheld or delayed).

6.3. Governing Law and Jurisdiction. This TPAA will be governed by and construed exclusively in accordance with the laws of the country or state identified in the purchase order of Customer (and if no country or state is identified, then the country or state of Customer's jurisdiction of organisation), excluding its conflict of laws principles, and the courts of that country or state will have exclusive jurisdiction.

6.4. E-Signature. If this TPAA is signed electronically, the Parties agree that such signature will be legally binding, and no Party will contest enforceability on the basis of such signature.

The signature page follows.

SUPPLIER

Signature: _____

Name: _____

Title: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____