

Ad Hoc Agreement Terms and Conditions

These Ad Hoc Agreement Terms and Conditions (“T&Cs”) together with the Ad Hoc Agreement signed by Client (that incorporates the terms of these T&Cs) (together, the “Agreement”) govern the provision of Services from NIQ to Client set forth in the Ad Hoc Agreement. Definitions are as set out below or in the Ad Hoc Agreement, as the case may be.

1. **Ownership.** NIQ owns all rights, title and interest in and to the Services, including all of NIQ’s data, models, methodologies, algorithms, processes, outputs, materials, specifications, templates, analyses, concepts, expertise, know-how, elements of graphics, design, user interface, data-derived metrics, norms, benchmarks, syndicated or syndicable data, data compilations and other data and tools or proprietary materials or derivatives thereof included in, used, developed, discovered or gained in connection with providing the Services and any suggested modifications, improvements, or feedback thereto. Client agrees that the Services and all portions thereof constitute and contain valuable intellectual property (including, but not limited to, copyrights, trademarks, and trade secrets) and confidential information of NIQ and that the Services were developed using substantial effort and resources. Should Client provide or upload Client or third-party data, content, specifications, information, or materials (“**Client Data**”) in connection with the Services, Client warrants that it has full right and authority to provide such Client Data, which, as between NIQ and Client, shall remain the property of Client. Client shall remain solely liable for the Client Data.
2. **License and Use of the Services.** Subject to the terms of this Agreement, NIQ grants Client a limited, non-transferable, non-sublicensable, non-exclusive license to use NIQ’s products and services set forth in the Ad Hoc Agreement, that include or are comprised of data, information, measurement services, insights, software, consulting and/or analytics (the “Services”) internally for its legitimate business purposes, in the Territory (set forth in the Ad Hoc Agreement). Client may disclose data or information provided as part of the Services that is not of sufficient quantity or quality as to have independent commercial value to NIQ (“**Limited Excerpts**”) as follows: a) In Client’s reports and analyses, which Client may disclose in confidence to retailers and other vendors with whom Client does business in support or furtherance of Client’s efforts to market its products and services; and b) In Client trade and consumer advertising copy, annual reports and reports to the financial community. Client shall not use Limited Excerpts to enrich third party products or solutions. No product pricing information derived from the Services shall be used in any way in any advertising claim made by Client. Limited Excerpts must not be presented in a misleading manner and must be accurately sourced to NIQ. Client shall not state nor imply that NIQ endorses a particular claim, product or service. References may only be used internally and incidental to the use of the Services and Client must obtain a separate license from NIQ for any other use at the then-current charges.
3. **Restrictions on Use.** Client shall not interfere with the integrity or performance of Services or any content therein. Client shall not modify, decompile, reverse engineer, disassemble, distribute or database the Services or any component thereof. Any use or disclosure other than as specified in this Agreement is prohibited without NIQ’s prior written consent. Neither the Services or any component therein may be a) disclosed to any non-cooperating retailer; b) placed on any data retrieval system that may be accessed outside Client’s immediate organization; or c) disclosed or used in any legal proceeding without NIQ’s prior written consent. If such disclosure or use is compelled by law or court order, Client shall act to preserve NIQ’s right to seek protection and limit the disclosure or use to the minimum necessary to comply with such legal requirement.
4. **Charges and Billing.**
 - 4.1 Payment for Services shall be in the currency set forth in this Agreement and due and payable within thirty (30) days of the invoice date (“Payment Due Date”). Payment Due Date will be due and payable upon receipt if the invoice is issued retroactively. Invoices shall be issued electronically. If an undisputed invoice is not paid by the Payment Due Date, NIQ may suspend applicable Services until any such undisputed invoices are paid. NIQ may charge interest on undisputed invoices unpaid after the Payment Due Date at the lesser of 1.5% per month or the maximum allowed by law or specified in the relevant Agreement.
 - 4.2 The terms and conditions set forth in a purchase order or other documents issued by Client with respect to the Services will be deemed null and void and the Services will be controlled by the terms and conditions of this Agreement.
 - 4.3 If Client requires an invoice to include any billing documentation e.g. purchase order number, evidence of arrangement, or other Client-specific billing details (“Billing Details”), Client shall provide such Billing Details to NIQ as follows: (i) no later than 10 days following execution of the Agreement; and (ii) during the term of the Agreement, changes to Billing Details or ongoing documentation must be submitted no later than the 10th day of each month in which an invoice is scheduled to be issued. NIQ will accommodate a maximum of one (1) set of Billing Details per Agreement, or for multi-year agreements, one (1) set of Billing Details per Contract Year. Client’s “goods received” documentation number is not required for Services and will not be included on invoices as Billing Details. It is a material obligation of Client to ensure that NIQ has correct Billing Details during the term. If Client fails to do so, the invoice will be deemed due and payable by Client without the Billing Details. If an invoice needs to be reissued due to actions or inactions of Client, the reissued invoice will be payable based on

the original invoice's payment due date. NIQ may, at its option suspend applicable Services until any such Billing Details are received.

5. **Termination.** Either party may terminate this Agreement upon written notice in the event of a material breach by the other party which remains uncured after thirty (30) days following written notice. In the event this Agreement is terminated by either party, fees and charges for Services performed through the termination date will become promptly payable to NIQ. Upon termination or expiration of this Agreement or the Services, (a) Client shall discontinue use of all Services and all portions thereof (except that Client may retain Limited Excerpts that are included in Client's reports and internal documents, provided that Client does not transfer possession of any such copy and uses any such copy solely for archival and proof of performance purposes); and (b) all rights and licenses granted to Client to use such Services shall cease and terminate immediately. Client shall remove/securely delete Services from its systems and records, destroy tangible forms thereof, and certify, at NIQ's request, such removal/destruction and secure deletion in a written form satisfactory to NIQ. In addition to all other rights and remedies available to NIQ at law or in equity, NIQ may immediately suspend Services or any component thereof for so long as Client materially fails to perform or is in material breach of its obligations set forth in this Agreement. If Client becomes designated a Sanctioned Party, or becomes associated, controlled, or owned by a Sanctioned Party or Embargoed Country, NIQ may terminate this Agreement and/or suspend Services, without any liability to NIQ. "Embargoed Country" means any country, government or territory subject to a comprehensive embargo maintained and administered by one or more applicable governments; and "Sanctioned Party" means any individual, group, entity or government subject to any applicable sanctions laws or regulations.
6. **Disclaimers and Limitation of Liability.**
- 6.1 Client recognizes that information and insights contained in the Services represent NIQ's opinion based on its analysis of data and information, including data from sample households and other sources, that may not be under NIQ's control, and are not intended as a substitute for financial, investment, legal, business, or other professional advice. Client remains solely responsible for its decisions, actions, and use of the Services, and is in compliance with applicable law. NIQ does not guarantee the accuracy, adequacy, timeliness, or completeness of the Services, including any data, information and technology or any components thereof or any communications, including oral or written (including electronic) with respect thereto. NIQ DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, CONCERNING THE SERVICES, INCLUDING NIQ INFORMATION, REFERENCES, TECHNOLOGY AND OUTPUT WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The foregoing disclaimer shall not act as or constitute an admission by NIQ that the Services or any portion thereof constitute goods, commodities or tangible personal property under applicable law.
- 6.2 Subject to this Section entitled Disclaimers and Limitation of Liability, if NIQ fails in any material respect to deliver the Services in accordance with the terms set forth in this Agreement, NIQ will use commercially reasonable efforts to cure such failure; and, if NIQ is unable to effect such a cure, it will give Client a pro-rata refund of fees paid for the affected portion of the Services as Client's sole and exclusive remedy. NIQ shall not bear any loss or liability attributable to Client Data or other third-party sources. Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of NIQ, its affiliates and their third-party sources shall not exceed the total fees paid by Client to NIQ for the affected portion of the Services during the twelve-month period immediately prior to the date the cause of action has accrued. In no event shall NIQ, its affiliates and their third-party sources be liable, in contract, tort (including negligence) or otherwise, for special, incidental, indirect, or consequential damages (including lost profits), arising out of or relating to this Agreement including any use by Client or others of the Services, even if they have been advised of the possibility of such damages. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR EXCLUDE ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. NEITHER NIQ AND ITS AFFILIATES NOR ANY OF THEIR THIRD-PARTY SOURCES SHALL BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 2 YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. THESE REMEDIES ARE EXCLUSIVE.
7. **Indemnification.** Client agrees to indemnify, defend, and hold harmless NIQ, its affiliates and their third-party sources from and against all claims, damages, loss, or expenses (including attorneys' fees) arising out of Client's use or disclosure of the Services, and Client Data. Client shall cooperate with NIQ. Client will not settle any claims without NIQ's prior written consent unless the settlement fully and unconditionally releases NIQ and does not require NIQ to pay any amount, take any action or admit any liability.
8. **Force majeure.** NIQ shall not be held liable for delays or other failure to perform its obligations occasioned by factors outside its control (including, without limitation, postal or other communication delays, labor/industrial disputes, pandemic, fire or accident, governmental act or natural catastrophe or any other force majeure event or circumstance).
9. **Assignment.** This Agreement shall be for the benefit of and binding on the parties and their respective successors and assigns. It may not be assigned by either party without the prior written consent of the other, except that NIQ may assign or otherwise transfer its rights and obligations under this Agreement to an affiliate or to a successor to its business.

10. **Electronic signatures.** The parties expressly accept that electronic signatures of this Agreement will be deemed original signatures and will have the same validity and effect.
11. **Governing Law.** Governing Law shall have the meaning set forth in this Agreement.