

**PARTIES**

- (1) Kantar Netherlands B.V. (Company Number 33134494), whose registered office is at Amsteldijk 166, 1079 LH Amsterdam, the Netherlands ("**Kantar**");
- (2) You, Kantar's supplier ("**Supplier**")

**INTRODUCTION**

- A Kantar and Supplier have agreed to enter into discussions and negotiations during the course of which each party intends, but does not undertake, to disclose or otherwise make available to the other party certain Confidential Information (as defined below) concerning itself and in the case of Kantar, other members of the Kantar Group (as defined below) for the purposes of Supplier's provision of Services (as defined below) to Kantar (the "**Project**").
- B The parties have agreed to maintain the confidentiality of the Confidential Information, use it solely for the Project and not disclose it to any third party.

**IT IS AGREED THAT:****1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (the "**Agreement**") the following words have the meanings set out below.

"**Commencement Date**" means the date on which Supplier has declared in writing to agree with the conditions in this Agreement.

"**Confidential Information**" means the terms of this Agreement, any and all business secrets or information of a confidential or proprietary nature (whether disclosed orally, in writing and/or by any other means) relating or belonging to Disclosing Party (which in the case of Kantar shall include any member of the Kantar Group or of their, existing or potential suppliers and clients) including but not limited to sales or marketing plans, business plans, databases, financial information, technical specifications, raw data, aggregated data, algorithms, statistics, methodologies, pricing, applications, processes, questionnaire sets, inventions, formulae, ideas, know-how, trade secrets, results, technology, software, proposals, projects, presentations, information relating to intellectual property rights and information about any arrangement or relationship which results from the discussions between the parties including materials in any form or medium generated by the Receiving Party which makes use of any such listed confidential information.

"**Data Protection Laws**" means all laws and regulations, including laws and regulations of the European Union ("**EU**"), the European Economic Area ("**EEA**") and their Member States, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including the GDPR.

"**Disclosing Party**" means the party disclosing or making available any Confidential Information.

"**GDPR**" means EU General Data Protection Regulation 2016/679.

"**Kantar Group**" means any person, firm or company, being a subsidiary of WPP plc, which trades as a member of the "Kantar Group".

"**Receiving Party**" means the party receiving the Confidential Information.

"**Services**" means the services specified in Kantar's purchase order or in any other form of written communication by Kantar.

"**Working Day**" means any day (other than a Saturday or Sunday or bank holiday in the territory in which the Customer is located) when the clearing banks are open in the territory in which the Customer is located.

- 1.2 The clause headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.3 References to clauses and schedules are to clauses and schedules in this Agreement.
- 1.4 Where the context dictates, the singular shall include the plural and vice versa and any gender shall include the other gender.
- 1.5 Any reference to any statute or statutory provision will (unless the context otherwise requires) be construed as a reference to that statutory provision as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time.

**2 HANDLING AND USE OF CONFIDENTIAL INFORMATION**

In consideration of the mutual disclosure of Confidential Information by the parties and the mutual covenants given herein by the same, the Receiving Party shall, subject to clauses 3 and 4, keep all Confidential Information confidential and shall use it only for the Project. Without limiting the generality of the foregoing, the Receiving Party shall:

- (a) treat the Confidential Information with no less a degree of care and apply at least the same security measures in respect of the Confidential Information as it uses to protect its own confidential information and in any event to treat it with at least a reasonable degree of care and maintain reasonable security measures against theft, and unauthorised access or use of the Confidential Information; and
- (b) only make such copies of any Confidential Information as may be reasonably required for the Project.

**3 DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Receiving Party may disclose the Confidential Information:

- (a) with the prior written permission of the Disclosing Party;
- (b) to such of its professional legal advisors, employees, agents or subcontractors as have a legitimate "need to know" basis for the purposes of the Project provided that such persons are made aware of the confidential nature of the Confidential Information; or
- (c) in compliance with the legal requirements of a competent legal or other regulatory authority (including the rules of any recognised stock exchange) and, where legally permitted, the Receiving Party shall inform the Disclosing Party in writing as soon as reasonably possible of the existence, terms and circumstances surrounding the requirements.

**4 EXCEPTIONS**

The obligations of confidentiality in this Agreement shall not apply to any Confidential Information which:

- (a) was in the possession of and known by the Receiving Party prior to its receipt from the Disclosing Party;
- (b) becomes known to the public otherwise than by disclosure by the Receiving Party in breach of this Agreement; or
- (c) is received from a third party who, in making disclosure, is not in breach of any obligation of confidentiality to the Disclosing Party; or
- (d) is information independently developed without the use of or reference to the Confidential Information; or
- (e) is required by law to be disclosed by the Receiving Party; or
- (f) the Receiving Party has received written permission from the Disclosing Party to disclose.

**5 DAMAGES**

The parties agree that damages alone shall not be an adequate remedy in the event of any breach or threatened breach of the provisions of this Agreement. Without prejudice to any other remedy it may have, each party and any member of the Kantar Group shall be entitled to seek relief by way of an injunction and/or specific performance, for any threatened or actual breach by the other party of this Agreement, without the need to prove or quantify loss or damage.

**6 INTELLECTUAL PROPERTY RIGHTS**

No party acquires any intellectual property rights under this Agreement and no rights or licences in or to the Confidential Information are granted except for a limited licence (to the extent only that the Disclosing Party has the right to grant such licence) to use the Confidential Information for the Project in accordance with and subject to the terms and conditions of this Agreement.

**7 TERM**

This Agreement shall commence on the Commencement Date and shall continue in force for a period of two (2) years from the date on which the final piece of Confidential Information was disclosed.

**8 RETURN OF CONFIDENTIAL INFORMATION**

The Receiving Party shall comply promptly with any written request from the Disclosing Party to, and shall in any event upon termination of the Agreement, destroy or return all of the Disclosing Party's Confidential Information (including, without limitation, all copies, summaries and extracts of such Information) then in the Receiving Party's control, power or possession, except to the extent that the same form part of:

- (a) the permanent records of the Receiving Party which it is bound by law or regulatory requirement to preserve and/or
- (b) any electronic records which are customarily backed up in the normal course of the Receiving Party's business, in which event the Receiving Party may retain such Confidential Information in strictest confidence and shall make no further use of the Confidential Information.

**9 NO OBLIGATION TO CONTRACT**

Nothing in this Agreement shall be construed as compelling either party to exchange Confidential Information with the other party nor any obligation to purchase any products or services or to enter into any agreement.

**10 NO WARRANTY**

10.1 Each party acknowledges that the Disclosing Party does not accept responsibility or liability (or make any representation, statement or expression of opinion or warranty, express or implied) with respect to:

- (a) the accuracy, completeness or any other qualities of the Confidential Information; or
- (b) as to whether they have any rights to use, disclose or grant rights in the Confidential Information or whether such use or disclosure will infringe the rights of any third party,

unless and until such representation, statement or expression of opinion or warranty is expressly incorporated in writing into a separate legally binding contract executed between the Disclosing Party and the Receiving Party.

10.2 However, this clause shall not apply to fraudulent misrepresentation.

**11 PERSONAL DATA**

The Receiving Party shall comply with Data Protection Laws and not by any act or omission put the Disclosing Party in breach of Data Protection Laws in connection with any Personal Data (as defined in the Data Protection Laws). In addition to its obligations in the previous sentence, the Receiving Party shall:

- (a) ensure that appropriate technical and organisational measures are in place to protect any such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage;
- (b) provide full co-operation and assistance to the Disclosing Party in allowing Data Subjects (as defined in Data Protection Laws) to have access to that Personal Data and/or to ensure that the Personal Data is deleted or corrected if it is incorrect; and
- (c) not transfer Personal Data outside the EEA without ensuring that an adequate level of protection is in place in respect of it pursuant to the requirements of Data Protection Laws.

**12 GENERAL**

12.1 Notices under this Agreement shall be deemed to be served on delivery when delivered by hand, or three (3) Working Days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party, as for Kantar detailed at the beginning of this Agreement and to be provided by Supplier when agreeing to this Agreement.

12.2 If a party changes its address for notification purposes, then it shall within 28 calendar days give the other party written notice of its new address and the date on which it shall become effective.

12.3 No variation of this Agreement or amendment to this Agreement shall be valid unless agreed in writing and signed by both Parties.

12.4 If any provision of this Agreement is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

12.5 Neither party shall without the prior written consent of the other party assign or transfer this Agreement or any part of it to any other entity.

12.6 Failure by either party to enforce any provision of this Agreement shall not be deemed to be a waiver of future enforcement of that or any other provision.

12.7 Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between the parties or shall authorise one party to enter into contractual relationships or incur obligations on behalf of the other party.

12.8 This Agreement may be enforced and relied upon by either party and any member of the Kantar Group. Otherwise the operation of the Contracts (Rights of Third parties) Act 1999 is excluded.

12.9 This Agreement represents the entire agreement between the parties relating to the Confidential Information and supersedes all prior agreements, arrangements and understandings between the parties relating to the Confidential Information and each party agrees that it will have no remedy in respect of any untrue statement innocently or negligently made by or on behalf of the other party prior to signing this Agreement which such party relied upon in entering into this Agreement whether such statement was made orally or in writing.

12.10 This Agreement shall be governed by and construed in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts (including non-contractual disputes).