

FIELDWORK SERVICES AGREEMENT

This agreement is made on ___15___ July 2022 (the “**Agreement**”)

BETWEEN THE FOLLOWING PARTIES

- (1) **GfK Mode Pvt. Ltd**, a company incorporated under the Companies Act, 1956 and having its office at B-142, Survey Park (Premise number 847), , Kolkata, West Bengal, 700075 India (“**GfK**”); and
- (2) **Market Xcel Data Matrix Pvt. Ltd**, a company incorporated under the Companies Act, 1956 and having its office 17 Okhla Industrial Estate Phase 3 New Delhi-110020, India (“**Supplier**”)

(together referred to as “**the Parties**”)

NOW THEREFORE in consideration of the terms set forth below, the Parties have agreed to enter into this Agreement for the field data collection services to be provided by the Supplier to GfK, more particularly described in the Statement or Works attached as Exhibit A, in the Territory, subject however to the terms and conditions set out in the Exhibits listed below.

Definitions:

“Auditors” shall refer to the fieldworkers interviewing the retailers and collecting Sales Data from the retail outlets in the Territory.

“Non Audited Retail Outlets” refers to the retail outlets which are visited by the Auditors but where no Sales Data is supplied for reasons not attributable to the Auditors or the Supplier.

“Sales Data” shall refer to information of the retail outlet which GfK requires the Supplier to obtain from the retail outlets.

“Supervisors” shall refer to employees of the Supplier tasked with conducting quality control checks on the performance of the Auditors and the Sales Data collected from the retail outlets in the Territory.

“Territory” is defined as “India”.

The Exhibits listed below shall form part of this Agreement and may not be amended except in writing by the authorised signatory of the Parties. In the event of any inconsistency between the terms of this Agreement and language set forth in the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

1. Exhibit A : The Statement of Work;
2. Exhibit B : Sales Data Collection Process and KPI and Penalties
3. Exhibit C : GfK Terms & Conditions; and



IN WITNESS WHEREOF, the parties have caused their duly authorised representatives to execute this Agreement as of the date first above written.

For and on behalf of

GfK Mode Pvt. Ltd

Name : Nikhil Mathur

Name : Nagarajan Sethuraman

Position :

Position :

Date :

Date :

For and on behalf of

Market Xcel Data Matrix Pvt. Ltd

Name : Raja Vishal Oberoi

Position : CEO

Date : 06-08-2022



EXHIBIT A – STATEMENT OF WORKS

1. SUPPLIER RESPONSIBILITIES

1.1 SCOPE OF SERVICES TO BE PROVIDED BY THE SUPPLIER

Supplier shall recruit retail outlets to form the GfK retail panels, collect Sales Data from these retail outlets, audit the quality of the sale data collected and supply to GfK the collated Sales Data reports (collectively referred to as “the Services”).

1.2 ESTABLISH RETAIL OUTLET PANEL, COLLECTION AND DELIVERY OF SALES DATA

The Supplier shall in accordance with the instructions and requirements of GfK and the terms set out in the Exhibits to this Agreement, perform the following:

- a) Contact the retail outlets specified in the database or according to criteria provided by GfK and recruit them to form the retailer panel;
- b) Check that the retail outlets meet GfK’s standard classification;
- c) Record the product groups carried by the retail outlets and other details in accordance with GfK’s standard coding on a weekly or monthly basis as specified by GfK;
- d) Request the retail outlet to supply Sales Data according to the criteria defined by GfK through either electronic data collection system if it is e-billing retail outlet or through the manual data collection mechanism where retail outlet owner doesn’t agree to automated e-pos System or doesn’t have e-billing facility;
- e) Collect the Sales Data from all the retail outlets on the retailer panel in accordance with the Schedule specified in the Exhibits;
- f) Transfer Sales Data to GfK via Email, FTP (File Transfer Protocol) and SFTP depending on the file size and security requirements;
- h) Conduct quality control checks on the performance of the Auditors and on the accuracy of Sales Data collected by the Auditors from each retail outlet as specified in the Exhibits;
- i) Prepare market intelligence report (MIR); and
- j) such other related tasks as required by GfK.

1.3 ADEQUATELY STAFFED AND QUALIFIED PERSONNEL

The Supplier shall :

- a) provide the Services using reasonable care, skill and diligence and using suitably skilled, experienced and qualified staff;
- b) provide appropriate and adequate training for all team leaders and Auditors;
- c) implement stringent and robust processes to ensure quality control over Sales Data collected from retail outlets;
- d) shall supply appropriate and adequate HHD to the Auditors with sufficient functionalities to adequately perform the tasks assigned to them eg photo taking, memory, battery power etc; and
- e) cooperate fully and permit GfK’s representatives and agents to accompany Supplier’s personnel and staff on the fieldwork sale data collection to inspect and conduct quality control checks on the quality of the Sales Data collected.

2. GfK RESPONSIBILITIES



GfK shall provide the following:

- Training for Supplier's Field Supervisor (incl. Training Kit)
- Update of item master and retail outlet master list every month
- Project monitoring & evaluation
- Questionnaire provision

3. **TERM**

3.1 **DURATION**

This Agreement shall be effective as of 1 April 2022 ("Commencement Date") and shall continue in full force and effect for a period of 12 months from the Commencement Date subject to the termination conditions set out in 3.2 below. The Agreement may be extended by mutual Agreement.

3.2 **TERMINATION NOTICE**

The Agreement may be terminated by:

- a) The Supplier only if it is unable to perform the Services and Provided that the Supplier gives GfK not less than 6 months written notice; or
- b) GfK by giving not less than 3 months written notice to the Supplier for termination without cause and with immediate notice if Supplier has breached the terms of this Agreement and not remedied the breach within the period specified by GfK.

This clause shall prevail over the termination provisions in Exhibit C.

3.3 **EFFECTS OF TERMINATION**

In the case of termination with cause, the Supplier shall only be entitled to payment of undisputed Fees which have been invoiced. In the event of termination without cause, the Supplier shall be entitled to Fees only for the period the Services are provided to GfK up to the effective date of termination.

4. **FEE**

4.1 **FEE PER RETAIL OUTLET**

- a) Subject to 4.2 below, GfK shall pay Supplier the following Fee for each retail outlet for which the Supplier delivers Sales Data to GfK in accordance with the Schedule:

Regular Audited retail outlets

	Sales Data for the month of	Panel	Fee per retail outlet
a)	March 2022 to February 2023	Tyre Panel	INR 672
b)	March 2022 to February 2023	Inverter Battery Panel	INR 698

- b) For each retail outlet which GfK recognizes as a new retail outlet recruited by Supplier, GfK shall pay a one time fee as set out below :

	Period that the new retail outlet is recruited and commences the supply of Sales Data to GfK	Additional one time fee for each new retail outlet recruited
a)	March 2022 to February 2023	INR 678

- d) As Supplier will incur costs for visiting Non Audited Retail Outlets to collect Sales Data, GfK shall pay the Fee set out in para 4.1a) above for Non Audited Retail Stores provided however that the number of Non Audited Retail Outlets shall be equal to or less than 3% of the total number of retail outlets which the Supplier has invoiced GfK in accordance with para 4.3 a) below.

4.2 **CO-OPERATION FEE FOR RETAIL OUTLET**

Inclusive in the Fee per retail outlet is fee for the Services and the average co-operation fee of INR 121 for the Supplier to pay to each retail outlet. Supplier shall maintain documentary evidence that the sum of the sum paid to each of the retail outlets. The Supplier has the discretion to manage the co-operation fee to be paid to each retail outlet to ensure the cooperation of the retail outlets in supplying the Sales Data.

4.3 **INVOICING**

- a) Supplier shall invoice GfK the aggregate Fee monthly, only for the number of retail outlets for which the Sales Data has been collected and delivered to GfK in accordance with this Agreement.
- b) GfK shall pay all invoices within 60 days of the date of receipt of each undisputed invoice. Supplier shall check and correct any discrepancies in the monthly invoice upon GfK's notice.
- c) GfK may set off any amounts owed by the GfK to Supplier against any amounts owing by Supplier or to be refunded or paid to GfK or any unissued credits or adjustments.

4.4 **DEDUCTIONS AND PENALTIES**

Notwithstanding anything in this Agreement, GfK may deduct such sums from the Fees for the KPIs which are not achieved by the Supplier. The deductions and KPIs are set out in Exhibit B.

5. **INSURANCE**

Supplier shall at its own costs, maintain in full force and effect from a reputable insurer the following insurance coverage for its operations:

- a) workmen compensation complying with all statutory requirements in the Territory; and
- b) Commercial general liability insurance, insuring against bodily injury and property damage, and professional liability / errors and omissions insurance in the amount specified below:

Insured Amount: Not less than NA in aggregate.



Supplier shall provide evidence of the currency of these policies on request by GfK and shall maintain all insurances required for a period of 12 months after termination or expiration of this Agreement.

EXHIBIT B – SALES DATA COLLECTION PROCESS AND KPI

1. FIELDWORK DATA COLLECTION AND DATA DELIVERY SCHEDULE

The Supplier is responsible for collecting Sales Data and delivery of data to GfK according to the following schedule (“Schedule”):

a) Fieldwork Schedule

	Field work	Data collection Period
Tyre Panel Period	16 th – 25 th of every month	30 days of previous month
Inverter Battery Panel - Period – Till - Till Oct 22	26 th – 11 th of every month	Previous month
Inverter Battery Panel - Period Period – Nov 22 onwards	26 th – 8 th of every month	Previous month

Example

	Field work Dates	Data collection Period
Tyre Panel - Period	16 th May – 26 th of May	16 th April – 15 th May
Inverter Battery Panel- Period	26 th May	26 th April – 25 th May
	27 th May	27 th April – 26 th May
	28 th May	28 th April – 27 th May
	29 th May	29 th April – 28 th May
	30 th May	30 th April – 29 th May
	31 st May	1 st May – 30 th May
	1 st June onwards	1 st May – 31 st May

b) Data Delivery Schedule

	Data delivery latest by	Example
Tyre Period	27 th of the Month	27 th May
Inverter Battery Panel - Period– Till Oct 22	12 th of the month	12 th June
Inverter Battery Period – Nov 22 onwards	8 th of every month	8 th Dec

*The delivery schedule may be modified by mutual agreement between Supplier and GfK.

2. PROTOCOL FOR DATA COLLECTION

The Supplier shall :

- a) obtain and provide to GfK a full list of each retail outlet branch identification with addresses, and a full list of their category codes and descriptions to ensure more accurate product coding and sales tracking;



- b) only collect data that the retailers capture and enter in their respective invoicing systems and Supplier shall collect data as-is without any modifications to the raw data;
- c) request retailer to provide Sales Data in the format required by GfK;
- d) collect Sales Data of all brands and in all categories specified by GfK. Supplier shall not selectively omit any brand or categories;
- e) ensure that all the data fields are completed, accurate and complete and there are no data fields left blank or incomplete;
- f) take photographs of all newly introduced products at each retail outlet;
- g) ensure that input includes goods and services tax, subject to the retailer entering the same in their respective invoicing systems. Any products returned to retailer must be marked and identified as “returns”;
- h) ensure the Sales Data collected from the retail outlets is not modified or manipulated; and
- i) provide such other information and comply with such other requirements and instructions of GfK.

3. DATA DELIVERABLES

The Supplier shall deliver the following Sales Data to GfK:

Information	Description
Outlet Code	The dealer identification code
Audit Month	Data collected for the month of
Turn Over	Monthly turnover of outlet
Audit Status	Whether Repeat audit, Initial audit, cancelled retail outlet, Nil sale retail outlets or Non Audited Retail Outlets
Remarks	Reasons for Audit status (Cancelled retail outlets, Non Audited Retail Outlets)
Category	Product Category defined by GfK
Mfr	Brand Name
Latitude	Geographical Satellite location of the retail outlet
Longitude	Geographical Satellite location of the retail outlet
Product Code	Product code mentioned on Invoice, if not clear to be asked by Retailer
Prod Desc	Description of all new introduced products which are not present in item master
Sub Category	Feature of Product
Segment	Feature of Product
SubSegment	Feature of Product
Qty	Quantity sold
Amount(INR)	Price including all taxes to customer
File Name1	Photo
File Name2	Photo
File Name3	Photo
File Name4	Photo
DTTM	Data submitted time and date from Device to server

4. KPIs FOR QUALITY ASSESSMENT

- 4.1 Supplier will provide the fieldwork schedule of retail outlets, upon request and GfK will provide Supplier with 2 days' prior notice for GfK representatives to accompany the Auditors and/or

Supervisors on visits to the retail outlets for quality control checks. GfK may request to visit up to 50 retail outlets per month.

4.2 Supplier shall ensure that the Auditors comply with the following:

- a) All the protocols set out in this Exhibit are followed during the audit, namely:
 - i. Data for all the GfK interested categories are collected
 - ii. Proper probing is done before leaving the retail outlet
 - iii. Making sure that no category is left incomplete
- b) The Supplier shall obtain the Sales Data of retail outlets from the sources set out below listed in order of priority and importance to ensure accuracy of the Sales Data:
 - From e-pos,
 - from invoice book,
 - from sales register,
 - from challan book,
 - from dealer dictating data by looking at his records or
 - from entering data in the sales record book provided by GfK if retailer does not issue any invoice to the customer
- c) Supplier shall conduct quality control checks on the Sales Data collected from each retail outlet at least once a year.

4.3 Target Minimum Sample

The Target Minimum Sample of retail outlets in the Territory each year is as follows and may be adjusted by GfK by prior written notice to Supplier:

Period	Target Minimum Sample Number of Retail Outlets
April 2022 – March 2023 (Billing Month)	45000

5. QUALITY CONTROL MECHANISM FOR SUPPLIER

The Supplier shall ensure that the Sales Data collected meet the quality control requirements set out in the table below. The Supplier however acknowledges that these quality control measures are dynamic and may be changed from time to time by GfK, by prior notice to Supplier, to ensure the quality of sale data collected. “SKU” means a model of a category.

5.1 Measures/Norms

S/N	Measures	What needs to be done	Responsibility	Norms	Corrective Action
1	Accompaniments	To observe Supplier's Auditors	Supervisor	The Supervisor shall accompany the Auditors on the field visits to a minimum of 5% of the average monthly Target Minimum Sample. The field visits should be representative of the retail outlets in all zones and all sizes (large, medium and small).	If errors are found in the recording, and collection of the Sales Data, the Supplier shall increase the number of retail outlets visited by the Supervisor and the Auditor correspondingly by the same percentage of retail outlets for which errors were found, in the next month.
2	Quality checks	To check that Sales Data collected by Auditor is error free	Supervisor	The Supervisor shall conduct quality checks on a minimum of 5% of the average Target Minimum Sample for each panel every month. The monthly minimum sample for each panel shall be specified by GfK ("Named Panel") Retail outlets where there is significant change in total turnover/products/categories sold shall be included in these monthly quality checks.	If errors in SKU checks are found in more than 3% of the respective Named Panel, the Supplier shall increase the quality checks by a corresponding percentage.
3	Number of Auditors checked	To maintain uniformity in checks	Supervisor	Supplier shall ensure that the Supervisors conduct quality control checks on the performance of each Auditors not less than once every 2 months.	
4	Nil sales retail outlets	To check the accuracy of data received from retail outlets which have submitted NIL sales in the preceding month	Supervisor	Supervisors shall conduct quality control checks on a minimum of 10% of the retail outlets which have submitted NIL Sales Data, including the retail outlets which in previous months submitted positive Sales Data.	If errors are found, in more than 10% of the retail outlets checked by the Supervisors, the Supplier shall increase the quality control checks to 15% of the retail outlets which have submitted NIL returns for that particular month

6. **COMPENSATION / PENALTY**

6.1. **Penalties based on checks by GfK representatives**

For the following tasks which have not been performed by the Supplier, the corresponding penalty will be imposed.

S/N	Tasks not performed by Auditor / Supervisor (“Default Party”)	Methods of Checking	Compensation/Penalty
1	Auditor has not visited any one of the retail outlets assigned to that Auditor	GfK representative will visit and verify that the Auditor has visited the retail outlet audited. The record book which is maintained at each retail outlet to record each visit by the Auditor has not been signed by the Auditor.	Supplier shall refund to GfK the aggregate Fees for 50 retail outlets for the corresponding month in which the default occurred.
2	Auditor has incorrectly identified the source of the Sales Data in that the Sales Data was obtained from a source with lower priority than that recorded <i>See Exhibit B para 4.2 b above</i>	GfK representative will visit retail outlet to verify the source of the Sales Data and the accuracy of the Sales Data content	Supplier shall refund to GfK the aggregate Fees for 50 retail outlets for the corresponding month in which the default occurred.
3	Supervisor did not visit any one of the retail outlets to conduct the quality control checks or had visited the retail outlets but had submitted incorrect reports.	GfK team will visit and verify the records maintained at shop. A record book is maintained at each retail outlet which has to be signed by the Supervisor for each visit.	Supplier shall refund to GfK the aggregate Fees for 50 retail outlets for the corresponding month in which the default occurred.

The Supplier shall make the refund of the Fees set out above the immediately upon being notified by GfK, failing which GfK may deduct such sums from the Fees or any monies payable by GfK to Supplier.

6.2. **Penalties**

- a) The agreed Non Audited Retail Outlets is 3% of the Target Minimum Sample. If however the percentage of Non Audited Retail Outlets exceeds 5% of the Target Minimum Sample, Supplier shall compensate GfK as follows :

Actual percentage of Non Audited Retail Outlets Less 5% Multiplied by Fee per Retail Store for the relevant Period.

The deduction shall be capped at 5% of the total Fees paid by GfK for the corresponding month.

The percentage of Non Audited Retail Outlets shall be adjusted accordingly if the Target Minimum Sample is amended by GfK.

- b) **Penalties based on delay in delivery**



Any late delivery of Sales Data by the Supplier will result in a reduction of the Fee. If Sales Data for 97 % of the retail outlets is not delivered by Supplier by the agreed timeline each month, the following will be deducted from the Fee for the corresponding month:

Delay	Amount of Fee to be deducted from the aggregate payable to the Supplier for the corresponding month
Up to 1 day delay	2%
2-3 days delay	3%
More than 3 days delay	5%

c) Quality Control Checks

If the Supplier does not conduct the quality checks set out in para 5.1 S/N 1 and S/N 2 above, the following compensation will be paid by Supplier to GfK or deducted from the Fee or any monies payable by GfK to Supplier, at GfK's discretion

Percentage of quality checks conducted	Compensation to be paid to GfK calculated as a percentage of Fee paid for the month in which the non-compliance was found
QC done 9.1%-10%	1.5%
QC done 8.1%-9%	3%
QC done 7.1%-8%	4.5%
QC done 6.1%-7%	6%
QC done 5.1% - 6%	7.5%
QC done 4.1%- 5%	9%
QC done 3.1%- 4%	10.5%
QC done 2.1%-3%	12%
QC done 1.1%-2%	13.5%
QC done 0%-1%	15%

EXHIBIT C

GfK TERMS & CONDITIONS

1. Duties, Term & Compensation The scope of the Supplier's services ("Services"), the term of this agreement, and related compensation attached hereto as "Exhibit A" is incorporated herein and made a part hereof.

2. Independent Contractor The Supplier agrees to perform the Services solely as an independent contractor. The parties to this agreement recognize that this agreement does not create any actual or apparent agency, partnership, or relationship of employer and employee between the parties.

3. Conflicts of Interest The Supplier represents that the Supplier is free to enter into this agreement and that this engagement does not violate the terms of any agreement between the Supplier and any third party. During the term of this agreement, the Supplier shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner.

4. Non-solicitation Supplier agrees that while GfK engages Supplier and continuing for a period of six months from the date that such engagement terminates, Supplier will not, directly or indirectly (i) solicit, pursue or attempt to persuade any client for which Supplier performed services to terminate its business with GfK or (ii) hire, solicit, or encourage to leave GfK's employment or engagement, any employee, consultant, or contractor of GfK or hire any such employee, consultant, or contractor who has left GfK's employment or contractual engagement within one year of such employment or engagement.

5. Warranties & Indemnification The Supplier represents and warrants that: (i) the Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Supplier shall obtain all permits or permissions required to comply with such laws, rules or regulations; (ii) the Supplier has the right to enter into and perform the Services and to disclose to Company and use all subject matter in the performance of this work without breaching any other agreements under which the Supplier is bound; (iii) the Supplier has full power and authority to enter into and perform the Supplier's obligations under this agreement; (iv) the Supplier has the necessary qualifications, skills, resources, tools and equipment to perform the Services and does not require any training by GfK in connection with the performance of the Services; (v) the Supplier will perform the Services in accordance with the specifications established by GfK; and (vi) the Services do not infringe any third party's Intellectual Property Rights. The Supplier shall comply with all of GfK's standards and procedures when working on-site at GfK. The Supplier hereby indemnifies and holds harmless GfK, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Supplier hereunder, or any breach or alleged breach by Supplier of this agreement, including the warranties set forth herein.

6. Confidentiality & Privacy

6.1 Confidentiality For purposes of this agreement, "Confidential Information" means (i) Intellectual Property and (ii) all other confidential information of the GfK and its clients entrusted to, developed by, or made available to Supplier, whether in writing, in computer or other form or conveyed orally, including but not limited to proprietary technical or business information of any kind, trade secrets, client lists, personally identifiable information, questionnaires, proprietary analytical techniques, software, databases, normative data, confidential financial and/or pricing data, that: (1) relates to GfK's business and/or its clients; (2) GfK treats as confidential and does not customarily disclose outside of its business without imposing duties of confidentiality on the recipient; (3) is not generally known by others in the form in which such information is used by GfK; and (4) gives GfK a competitive advantage over other companies who do not have access to this information. Supplier agrees that the Confidential Information will be kept confidential by it and used solely for the purpose of performing the Services hereunder. The Supplier shall use at least a reasonable degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information. Notwithstanding the permission granted to the Supplier to utilize the Confidential Information for the limited purpose set forth herein, GfK shall retain all rights, title and interest to its Confidential Information and the Supplier will not acquire any patent, copyright, trademark, or other intellectual property rights under this agreement. Supplier agrees that at all times both during and after this engagement terminates for any reason Supplier will hold Confidential Information in the strictest confidence and shall not reproduce, distribute, reverse engineer or otherwise provide the Confidential Information, in whole or in part, to or on behalf of any other person, and shall take no action that threatens to do so. Nothing in this Agreement shall restrict the Supplier from disclosing information (1) that is in the public domain other than by breach of this Agreement; (2) that is required to be disclosed by any applicable laws as applicable to the Supplier; and/or (3) which was previously known or already in the lawful possession of the Supplier, prior to disclosure to the Supplier by GfK hereto. The parties acknowledge and agree that this clause 6 shall survive termination of the agreement for a period of three (3) years except that trade secrets shall remain confidential for so long as they are trade secrets and any personally identifiable information remains confidential perpetually.

6.2 Data Privacy Supplier represents, warrants and undertakes to GfK that: (a) to the extent that s/he processes any personal data for GfK pursuant to the Agreement, the said personal data and the processing of such personal data fully complies with the data protection requirements and / or principles set out in all applicable privacy laws and regulations, codes of practice, rules, by-laws or guidelines (collectively, "**Data Protection Requirements**") and GfK's use of the said personal data will not cause GfK to breach any of the Data Protection Requirements; and (b) unless Supplier is required to do so by law or by an order of any competent court and except in accordance with the terms and conditions of this Agreement or as may be instructed in writing by GfK, Supplier shall not process any such personal data whether on behalf of GfK or on his/her own behalf including without limitation disclosing the personal data to third parties. Supplier agrees to indemnify and hold GfK, their officers, agents, affiliates and



employees harmless from any liability, loss or damage that they may suffer as a result of claims, demands, costs or judgments against them resulting from the Supplier's non-compliance with the Data Protection Requirements.

7. Intellectual Property Rights

7.1 Definitions. "Background IP" shall mean all Intellectual Property developed prior to or outside the scope of the performance of the Services. "Essential Background IP" shall mean any Background IP incorporated into any deliverable or work product resulting from the performance of the Services and supplied to GfK under this agreement. "Foreground IP" shall mean all Intellectual Property developed by GfK, Supplier, or jointly, in the course of performance of the Services, and shall not include "Background IP". "Intellectual Property" shall mean all designs, artwork, improvements, inventions, discoveries, works of authorship, information fixed in any tangible medium of expression, moral rights, trademarks, know-how, ideas, and all other subject matter protectable under patent, copyright, moral right, trademark, trade secret or other laws. "Intellectual Property Rights" shall mean all copyrights, copyright applications, patents, patent applications, trade secrets, trademarks, moral rights, author's rights, and all other intellectual and proprietary rights of any kind, as may now or hereafter come into existence, and all renewals and extensions thereof, regardless of where such rights arise.

7.2 Ownership of Background IP. Each party shall continue to own its respective Background IP.

7.3 Ownership of Foreground IP. All right, title and interest (including Intellectual Property Rights), to Foreground IP shall be owned by GfK. Supplier hereby assigns to GfK all right, title and interest in and to such Foreground IP. Supplier agrees to promptly disclose to GfK all Foreground IP, and hereby assigns and agrees to assign to GfK or its designee the entire rights, title, and interest worldwide in all such Foreground IP and any associated Intellectual Property Rights. Supplier agrees to assist GfK in any reasonable manner to obtain and enforce for GfK's benefit patents, copyrights, and other property rights in such Foreground IP in any and all countries, Supplier agrees to execute, when requested, patent, copyright, or similar applications and assignments to GfK and any other lawful documents deemed necessary by GfK to carry out the purpose of this agreement.

7.4 License to Essential Background IP. Supplier hereby grants to GfK a royalty free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sub-licensees) to practice all applicable patent, copyright, moral right, trade secret and other intellectual property rights relating to any Essential Background IP that Supplier incorporates, or permits to be incorporated, in any deliverables or work product furnished to GfK pursuant to this agreement.

8. Return of GfK Property If Supplier ceases to work for GfK for any reason, or upon request by GfK, Supplier shall return to GfK all Intellectual Property and other GfK Confidential Information in any form or media and all copies thereof in Supplier's possession, custody or control, and shall delete all Confidential Information from any computers or other electronic memory devices Supplier owns or uses outside GfK workplace, shall return all documents, notes or other work product which is related to or derived from Supplier's services to GfK. Supplier acknowledges and agrees that upon the request of GfK or on the date that Supplier's engagement with GfK terminates, Supplier shall return all equipment, in good condition, all GfK-related information and property in Supplier's possession including, but not limited to, all documents, files, information stored on Supplier's personal computer or on a computer disk, computer hardware and software, building passes, identification cards and any other property of GfK in the Supplier's possession or control.

9. Limitation of Liability GfK and its employees shall not be liable to the Supplier for lost profits or revenues, economic loss, including consequential or similar damages, arising out of the performance of the Services by the Supplier. GfK's aggregate liability arising from this agreement shall not exceed the amount of fees paid by GfK under this agreement.

10. Liability for Delay If the delivery of the Services are impeded or delayed by Supplier due to its fault, then Supplier will be liable to pay compensation at a rate of one percent (1%) of the full contract value per day of delay from the agreed timeline as set out in this agreement. The maximum amount of compensation paid will be limited to fifteen percent (15%) of the full contract value. If such maximum amount of compensation has become liable, GfK will have an express right to terminate this agreement immediately upon notice.

11. Waiver The rights and remedies of either party set forth herein shall be in addition to any other rights and remedies provided in law or equity. If either party fails to fully exercise any right, power or remedy, that right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provisions of this agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision.

12. Severability If any provision of this agreement is held by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this agreement shall not be affected and those provisions shall remain in full force and affect.

13. Termination GfK may terminate this agreement at any time by providing ten (10) working days' written notice to the Supplier

14. Notices All notices and other communications given under this agreement shall be in writing to the relevant party at the address appearing in this agreement, or such other address specified in writing to the notifying party after the date of this agreement.

15. Governing Law & Jurisdiction This agreement and all amendments and modifications shall be governed by and construed in accordance with the laws of the jurisdiction in which the GfK entity entering into this Agreement with the Supplier is incorporated (India). Any disputes arising from this agreement shall be submitted to the exclusive jurisdiction of the courts of the city in which GfK is incorporated for resolution (New Delhi).

16. Successors & Assignment This agreement shall be binding on the parties and their permitted successors and assignees. The Supplier may not assign this agreement without prior written consent from GfK.

17. Entire Agreement & Modification This agreement contains the sole and entire agreement between the parties with respect to its subject matter and shall not be modified except by written instrument signed by both parties.

