**Ad Hoc Agreement (with MSA)**

**(Non-Subscription)**

|  |
| --- |
| Client entity under the MSA: [INSERT HERE]  NIQ entity under the MSA: [Insert NIQ legal entity drop down] [INSERT HERE]  Effective/Signed Date of the MSA: Click or tap to enter a date. |

|  |  |
| --- | --- |
| Client Name: | |
| Address: | |
| Contact Name: | Client VAT Number (where applicable): |
| Contact Email Address: | Invoice Recipient Name/Email: [INSERT HERE] |
| NIQ Contact Name: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Ad Hoc Start Date | ENTER START DATE | Billing Instructions: | Enter billing instructions (if any) |
| Ad Hoc End Date | ENTER END DATE |
| Charges:  (exclude any applicable tax): | Enter charges; include currency code | Billing Frequency: | Enter billing frequency |
| Territory (location/country/ region) where Client is permitted to use the Services | Enter location/country/region | MSD Opportunity # |  |

|  |
| --- |
| Product or Service Description, |

|  |  |  |  |
| --- | --- | --- | --- |
| Retailer List: | | | |
| Categories: |  | Brand/UPC |  |
| Outlets/Channel: |  | Markets: |  |
| Products: |  | Facts: |  |
| Periods:(dates of history) |  | Delivered Frequency: |  |
| Periodicity: (Period Granularity) |  | Delivered via: |  |
| Global Snapshots Countries: | enter only if Snapshots included | Geographical Breakdown: | Enter – Intl Only |

The “Term” of this Agreement commences on the Ad Hoc Start Date and automatically terminates on the Ad Hoc End Date specified above.

 This Ad Hoc Agreement (for MSA) is entered into between the Client named above (“Client”) and the NIQ entity named below (“NielsenIQ” or “NIQ”) and is issued pursuant to and incorporates by this reference the terms and conditions of the master agreement (“MSA”) with the Effective Date (or if the MSA does not include an Effective Date, date of last signature) as set forth above by and between the entities identified as “the client entity” and “the NIQ entity” under such MSA (together the “Agreement”). By entering into this NIQ Ad Hoc Agreement (with MSA), Client agrees to be bound by and comply in all respects with the terms and conditions of the MSA except the terms set forth herein. This Nielsen Ad Hoc Agreement (with MSA) does not otherwise operate to amend any term of the MSA.

The terms and conditions set forth in a purchase order or other documents issued by Client with respect to the Services will be deemed void and null and the Services will be controlled by the terms and conditions of this Agreement. If Client requires an invoice to include any billing documentation e.g. purchase order number, evidence of arrangement, good receipt or other Client-specific billing details (“Billing Details”), Client shall provide such Billing Details for the term of this Agreement to NIQ no later than 10 days following execution of the Agreement. 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. 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.

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.

By signing below, Client’s authorized representative has accepted the terms and conditions of this Agreement.

|  |  |  |
| --- | --- | --- |
| AGREED TO ON BEHALF  OF CLIENT | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE: |

NIQ entity name: Nielsen Consumer LLC

NIQ entity address: 200 West Jackson Boulevard, Chicago, Illinois 60606

NIQ VAT Number (where applicable):