**GLOBAL SIGNATURE GUIDELINES**

**FOR**

**CLIENT CONTRACTING**

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| **Document Author:** | NielsenIQ Legal Department |
| **Applies To:** | All Associates |
| **Original Release:** | September 19, 2022 |
| **Last Update:** | October 2023 – added “Which parties sign” section |

# Objective of these Guidelines:

To provide guidance and define rules on the designation of signers and signature options for Contracts (defined below) with NielsenIQ actual or prospective clients ("Client(s)”).

# Scope:

“Contracts” include local or global commercial contracts, binding commercial offers, non-disclosure agreements, amendments, and any legally binding transactions between NielsenIQ and a Client. These Guidelines apply to all NielsenIQ entities in connection with the signing of Contracts. Please also note Country-specific guidelines for certain Contracts below.

Out of scope:

1. any transactions with actual or prospective vendors (please refer to the [Global Spend and Signatory Approval Policy](https://nielsenenterprise.sharepoint.com/:w:/r/sites/Global_Policies/_layouts/15/Doc.aspx?sourcedoc=%7BD2A8B135-F56B-4AF4-99BF-A29FDB868F2C%7D&file=NIQ%20Global%20Spend%20Approval%20and%20Signatory%20Policy%20-%20March%202021.docx&action=default&mobileredirect=true)). Cooperation agreements with retailers are also out of scope;
2. intercompany documents within the NielsenIQ organization; and
3. other forms of communication with clients, including emails and marketing materials (please refer to the [Global Email Marketing Policy](https://nielsenenterprise.sharepoint.com/sites/global_policies/shared%20documents/forms/allitems.aspx?skipSignal=true&id=%2Fsites%2FGlobal%5FPolicies%2FShared%20Documents%2FEmail%20Marketing%20Policy%2FEmail%2Dmarketing%2Dpolicy%2Dupdate%2D2021%2Epdf&parent=%2Fsites%2FGlobal%5FPolicies%2FShared%20Documents%2FEmail%20Marketing%20Policy)).

# Which parties sign:

* Client's signature must follow the Revenue Recognition / Evidence of Arrangement [policy](https://nielsenenterprise.sharepoint.com/sites/GFC/Shared%20Documents/OUR%20POLICIES/8.5.1%20Revenue%20recognition%20addendum%20-%20EoA%20rule%20update%20re%20COVID-19.pdf)
* NIQ countersignature is not required for valid Evidence of Arrangement under US GAAP rules. Instead, NIQ determines when NIQ countersignature is required based on local legal requirements and risk assessment.
* NIQ countersignature is always required when local law requires signature, stamp or other official designation of NIQ acceptance. Please see [POC guidelines](https://nielsenenterprise.sharepoint.com/sites/GENEVAPOCGUIDE/SitePages/CONTRACTING-Process.aspx) for POC clients as well.

The following guidelines apply when there is **not** a local legal or POC requirement:

* NIQ countersignature is always required for the following contract types:
  + Master Service Agreements
  + Third Party Agreements and Data Use forms
  + Non-Disclosure Agreements
  + Amendments to any contract
  + Any contracts written on client paper. Exception: NIQ countersignature is not required where we have agreed to a custom/client paper ad-hoc, SOW or similar agreement as part of any MSA
* NIQ countersignature is required for Local Service Agreements and License Agreements under the following circumstances:
  + Contract term greater (>) 12 months, OR
  + Contract value great (>) US$500,000
  + Applies to continuous services e.g data, software, platform access
  + Note: NIQ countersignature is not required for LSAs and LAs which are less than or equal to (<=12) months AND equal to less than (=<) US$500,000
* NIQ countersignature is not required on the following contract types:
  + Ad-hoc agreements for syndicated and custom services, inclusive of ad-hocs governed by MSAs, linked to online T&Cs, or include T&Cs in the body
* Clients occasionally have internal policies which require NIQ countersignature on a contract for which we do not require a countersignature. In this case, NIQ is willing to countersign.

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| LA / LSA countersignature? | >12 months | <=12 months |
| >US$500k | Yes | Yes |
| = <US$500k | Yes | No |

# Type of Signatures:

A signature indicates that you have read and agreed to the terms of all (or a specified part) of a Contract. Once signed, the Contract is binding on the parties to that Contract.

Below are various types of signatures generally acceptable to NielsenIQ:

1. **"Simple" electronic signature:** an image or an electronic representation of a signature placed or affixed on a digital document. In some jurisdictions, NielsenIQ has a process in place using "simple" electronic signatures through an electronic document signing platform e.g., DocuSign. Benefits of using an electronic document signing platform include a streamlined workflow and an audit trail.
2. **Wet Ink signature** (a/k/a handwritten signatures)**:** where the parties to the document sign their names with their own hand upon a physical paper document by ink pen; the Contract is not digitized and paper records are physically mailed. The ink used should be permanent in either blue or black Wet signatures or other requirements may be required in certain jurisdictions. **A wet signature must be scanned** and stored as set forth below.
3. **Other types of electronic signatures:** At this time, NielsenIQ has not established processes to utilize different types of electronic signatures, such as *Advanced Electronic Signatur*es or *Digital Signatures*. Please contact your legal counsel should you have any questions.

Databasing and storage: Contracts must be stored per local finance/controllership processes and policies. Contract storage must follow the [Record Retention Policy: Note: An updated version is in progress.](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnielsenenterprise.sharepoint.com%2Fsites%2FGlobal_Policies%2FSitePages%2FRecords%2520Retention%2520Policy.aspx&data=05%7C01%7CEvonne.Inglesh%40nielseniq.com%7C421244c8d62f480932dc08da87b0b423%7C6ac7a1f45fb14153bb4f12d2020a1f7d%7C0%7C0%7C637971490255083627%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=t6O%2FX0H3Cm%2FhT5QyyNTMPCaZujBz1pmPiIYK6JJqvOY%3D&reserved=0)

# Who can sign?

1. The authority to sign shall be granted in the form of an official resolution or power of attorney issued by the corporate secretary/board of directors of that entity and/or other appropriate documentation e.g. commercial register, in accordance with the NielsenIQ entity’s bylaws and local law ("Signature Authority Document"). Authority to sign shall be approved by local finance/controllership, human resources and/or legal in collaboration with the corporate governance legal team. The Signature Authority Document may include limitations on representation powers e.g., authorized signers may only sign jointly or may only sign Contracts up to a particular value, or on behalf of a particular business segment.
2. A global Authorized Signatory List for the Client Contracting Process shall be available on the [Global Contracts Sharepoint Site](https://nielsenenterprise.sharepoint.com/sites/GlobalPricingAndContracts/SitePages/Global-Contracts--Self-Service-Library.aspx). In addition to local requirements that must be followed, associates and their managers are required to provide notification as dictated by the Authorized Signatory List for the Client Contracting Process if roles change or if an associate leaves the company so that NielsenIQ can maintain an updated list.

**Important - Tax Requirement:** Authorized signers may sign Contracts only for the NielsenIQ entity that is based in the same jurisdiction as such authorized signer; and such authorized signer must be physically located within such jurisdiction when signing. For example, a US associate should be signing Contracts for the US NielsenIQ Entity **only** when such associate is physically present in the US, and such US associate should not sign any Contracts binding any NielsenIQ entity that is not in based the US.

# Where local laws, regulations, or standard business practices warrant exceptions, a local variation may be established.

# Who can't sign?

1. Associates who do not have the authority to sign as per section 4 above.
2. Associates who have a conflict of interest concerning a transaction. Moreover, those associates should not be involved in the approval process with respect to such transaction.
3. Consultants and independent contractors; provided however, subject to legal approval, outside counsel and agents of NielsenIQ may be granted authority in some jurisdictions, if necessary.

For more information on the definition of conflict of interest and how to act in the best interest of NielsenIQ, please visit the [NielsenIQ Conflict of Interest Guidance](https://nielsenenterprise.sharepoint.com/:w:/r/sites/Global_Policies/_layouts/15/Doc.aspx?sourcedoc=%7B09BA025F-C904-4150-8D19-0206B56607E6%7D&file=NielsenIQ%20Conflict%20of%20Interest%20Guidance.docx&action=default&mobileredirect=true).

# How to sign:

It must be clear that you are signing as a representative of NielsenIQ. Your signature must indicate that you are signing in a business capacity, not your personal capacity. Do not use initials to sign the Client Contract. Note however, that in some jurisdictions it may be customary to initial each page of a document. Print/type the following in the signature section of the Contract:

1. your name;
2. your professional title and/or that you are signing in your capacity as a corporate officer or legal representative; and
3. the NielsenIQ entity on whose behalf you are signing.

# Country-specific guidelines:

a. Clients of the **“POC” (Geneva Switzerland Principal Operation Company).**

If your client is included in the list of POC clients and it is in relation to certain markets (list available at: <<https://nielsenenterprise.sharepoint.com/sites/GENEVAPOCGUIDE/SitePages/POC-Clients.aspx>> then the Contract must be signed by the NielsenIQ entity based in Switzerland (*The Nielsen Company (Europe) Sarl*) and signed by its legal representative(s). Signature is executed after completing the form available at <<https://forms.office.com/Pages/ResponsePage.aspx?id=9KHHarFfU0G7TxLSAgoffafxFO8okr9Gi4I9fg8FMxtURDc0NThORkc3NzkzSExCTDlIT1VCWEhOUC4u>>. For more information on this process, you may reach out to Geneva POC Signatures Requests at: [SignaturesRequests@smb.nielseniq.com](mailto:SignaturesRequests@smb.nielseniq.com)>

In case of doubt, please consult with your regional legal team.

# Related policies/guidelines:

[Global Spend and Signatory Approval Policy](https://nielsenenterprise.sharepoint.com/:w:/r/sites/Global_Policies/_layouts/15/Doc.aspx?sourcedoc=%7BD2A8B135-F56B-4AF4-99BF-A29FDB868F2C%7D&file=NIQ%20Global%20Spend%20Approval%20and%20Signatory%20Policy%20-%20March%202021.docx&action=default&mobileredirect=true)

[Global Email Marketing Policy](https://nielsenenterprise.sharepoint.com/sites/global_policies/shared%20documents/forms/allitems.aspx?skipSignal=true&id=%2Fsites%2FGlobal%5FPolicies%2FShared%20Documents%2FEmail%20Marketing%20Policy%2FEmail%2Dmarketing%2Dpolicy%2Dupdate%2D2021%2Epdf&parent=%2Fsites%2FGlobal%5FPolicies%2FShared%20Documents%2FEmail%20Marketing%20Policy)

[NielsenIQ Conflict of Interest Guidance](https://nielsenenterprise.sharepoint.com/:w:/r/sites/Global_Policies/_layouts/15/Doc.aspx?sourcedoc=%7B09BA025F-C904-4150-8D19-0206B56607E6%7D&file=NielsenIQ%20Conflict%20of%20Interest%20Guidance.docx&action=default&mobileredirect=true)

[Record Retention Policy: Note: An updated version is in progress.](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnielsenenterprise.sharepoint.com%2Fsites%2FGlobal_Policies%2FSitePages%2FRecords%2520Retention%2520Policy.aspx&data=05%7C01%7CEvonne.Inglesh%40nielseniq.com%7C421244c8d62f480932dc08da87b0b423%7C6ac7a1f45fb14153bb4f12d2020a1f7d%7C0%7C0%7C637971490255083627%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=t6O%2FX0H3Cm%2FhT5QyyNTMPCaZujBz1pmPiIYK6JJqvOY%3D&reserved=0)