

## **General terms and conditions**

### **Article 1. Applicability**

1. These Ipsos BV conditions form part of each agreement between the client and Ipsos BV, registered with the Chamber of Commerce in Amsterdam under number 33.18.77.18.
2. Any divergent conditions and/or alterations to the agreement shall apply only in so far as they have been expressly agreed in writing for a given order.
3. If and in so far as any provision of these conditions cannot be invoked because this would not be reasonable or fair or because of the unreasonably onerous nature of such provision, the provision shall be interpreted in such a way that its content and tenor are as far as possible in accordance with the original and thus can be invoked.
4. The agreement shall replace and prevail over all previous correspondence and arrangements between parties.
5. If any provision of these conditions should prove not to be valid or applicable for any reason whatsoever, the remainder of these conditions shall remain in full force.

### **Article 2. Research proposal**

1. Offers shall be made in the form of a research proposal. A research proposal shall be made in writing and shall in any event contain a description of the research, the number of respondents, a description of the questionnaire, the sample and other fieldwork specifications, the method of analysis and reporting. A research proposal shall contain a statement of the expected duration of the research.
2. On the basis of the data supplied by the client, Ipsos BV shall determine the price of the research in the research proposal, excluding Dutch value-added tax and other levies imposed by government authorities.

3. Unless otherwise specified in the research proposal, the price quoted does not include additional costs such as (extra) travelling and accommodation expenses, the costs of (additional) meetings, rental of location and equipment, expenses for preparing presentations and any possible unforeseen costs which may be incurred by Ipsos BV.

4. A research proposal shall be valid up to one month from the date of such proposal, on condition that the order can be executed within the period referred to in the proposal, calculated as from the starting date referred to in the proposal.

5. Meetings shall be held in The Netherlands, unless expressly stated otherwise in the research proposal.

6. The costs connected with drawing up research proposals and all meetings related thereto may be charged to the applicant who requested the research proposal if no order follows and it has been agreed with the applicant in writing beforehand that the applicant agrees to payment of such work.

7. If the client submits the same research proposal to Ipsos BV and other (potential) contractors, the client is always obliged to inform Ipsos BV of this fact.

### **Article 3. Research agreement**

1. An order shall be processed by Ipsos BV if and as soon as the research agreement signed by the client and the accompanying documents have been received.

2. If a research agreement refers to a research proposal, the relevant specifications and statements shall form part of the research agreement.

#### **Article 4. Payment**

1. The client will be obliged to pay the total amount after invoicing, without reservation or deduction and irrespective of the results of the research.
2. Unless otherwise agreed in the Proposal, the fee of the Services will be invoiced in two parts. 70% will be invoiced when the Client commissions the Services and 30% (together with any costs and expenses incurred) will be invoiced on despatch or presentation of the Deliverables, whichever is the sooner, except for Services consisting of syndicated products, tracking surveys or other long term surveys, in which case Supplier will define different project phases in the Proposal and will invoice Client the full amount of the fees corresponding to each phase at the beginning of each such phase. Supplier also reserves the right to require the entire fee to be paid in advance
3. Payment shall be effected within 14 days of the date of invoice, effectively in the agreed currency, for which purpose the date on which the amount due is credited to the account of Ipsos BV is taken as the date of payment.
4. If the term of payment is exceeded, the client shall owe interest on the outstanding amount which is equal to the statutory interest applicable at that time, without any prior notification or reminder.
5. The client shall also bear all judicial and extrajudicial costs which Ipsos BV incurs in order to collect its claim and interest if the term of payment is exceeded. These costs shall be at least 5% of the outstanding amount, with a minimum of € 250.-- (two hundred and fifty euros).
6. If any invoice is not paid in time, the client shall be in default by operation of law and the total research amount shall become forthwith due and payable.
7. After an order has been placed, intermediaries may not claim a fee from Ipsos BV in respect of any intermediary services provided, unless this has been agreed in writing with the approval of the client before placing the order.

#### **Article 5. Price**

1. The research shall exclusively consist of that which has been agreed in the research agreement. Ipsos BV reserves the right to charge for additional work not envisaged at the time of conclusion of the research agreement.
2. If it appears during the execution that the specifications and assumptions supplied by the client, such as for example penetration figures, questionnaire length and contact period, do not tally with the real situation found in the research project or if there are other foreseen or unforeseen external circumstances such as an increase in taxes, wages and/or social security charges, energy prices and other tariffs and/or expenses charged to Ipsos BV by third parties, these shall be charged to the client. The client shall be informed thereof as quickly as possible. If the differences result in costs which are lower than those estimated, the invoices may be adjusted.
3. The costs price includes the delivery of three copies of the report in accordance with the specifications in the research agreement. If more than three copies of the report are desired, they shall be supplied at cost price plus a surcharge.
4. All additional costs as referred to in article 2, paragraph 3, which Ipsos BV must incur, shall be invoiced separately. The additional costs with a surcharge shall be itemised for the client in the last invoice.

#### **Article 6. Delivery**

1. Ipsos BV reserves the right to make delivery in consignments and to invoice them separately.
2. Quoted delivery dates are indicative and are not to be treated as deadlines.
3. If delivery does not take place in time, Ipsos BV shall be given written notice of default and granted a reasonable period within which to make delivery after all. If the delivery period is exceeded, there is no right to compensation, dissolution or termination of the agreement.

## **Article 7. Force Majeure**

1. If Ipsos BV is prevented from further performing the agreement as a result of force majeure of a permanent or temporary nature, Ipsos BV shall be entitled, without being liable to pay any compensation and without obtaining a court order, to dissolve all or part of the agreement or to suspend its obligations under the agreement for a period of six months, after which both parties may dissolve the agreement without any right to compensation.

2. Cases of force majeure include all unforeseen circumstances as a result of which Ipsos BV is unable, temporarily or permanently, to comply with its obligation, such as:

A. acts of persons used by Ipsos BV in the performance of the agreement;

B. unsuitability of things used by Ipsos BV in the performance of the agreement;

C. fire, strike and/or lockout of workers, riots and/or civil disturbances, wars or threat of war, transport difficulties, natural and/or nuclear disasters, government measures, import, export or transit bans, failure in the performance by suppliers, computer and/or software faults and, furthermore, all circumstances as a result of which Ipsos BV can no longer reasonably be expected to further perform its obligations vis-à-vis the client.

## **Article 8. Notice and dissolution**

1. If the client fails to fulfil any obligation to which he may be subject under the agreement or fails to do so properly or in good time, or if he is declared bankrupt, obtains a suspension of payments or is placed under tutelage, if his business is closed down or liquidated or if the client, being a company, is dissolved, the client shall be deemed to be in default by operation of law and Ipsos BV shall be entitled to dissolve all or part of the agreement at its discretion, without the client being entitled to any compensation or guarantee and without prejudice to any other rights to which Ipsos BV may be entitled and without any notice of default or court order being required.

2. Upon any termination of this Agreement for any reason whatsoever, other than a default by the Supplier, the Client shall continue to be obligated to pay for the fees due (including, for purposes of clarity, the pro-rated fees for work undertaken ) and expenses incurred by the Supplier up to the effective date of termination, as well as any pre-approved and documented unrecoverable third party costs incurred by the Supplier as a result of such early termination..

3. If the research is postponed or cancelled after the order has been placed, the client shall owe all costs incurred up to that time. If the order is followed up at a later stage, the costs already charged shall, if the specifications remain unchanged, be set off as far as possible.

## **Article 9. Reporting and filing**

1. Reporting shall be effected in the Dutch language unless otherwise agreed and specified in the research proposal.

2. For ad hoc studies, Ipsos BV undertakes not to keep the originals of the reports and questionnaires, as well as the databases and audio or video tapes from qualitative research, for more than 1 year from time of project close. Samples of these projects are deleted 1 month upon ad hoc completion.

3. For continuous surveys (trackers, omnibus and multi-wave projects), Ipsos BV undertakes not to keep the originals of the reports and questionnaires, as well as the databases for more than 3 years from time of project close. Samples of these projects are deleted 3 months upon each wave completion.

4. In either case Ipsos BV will, however, anonymise any personal data as soon as possible before these deadlines and it does not give any assurances in respect of minimum periods during which such personal data will remain available.

## **Article 10. Copyright**

1. All copyrights relating to research products, research methods and research models developed and produced by or on behalf of Ipsos BV shall be vested in Ipsos BV.
2. All copyrights relating to proposals for research and questionnaires produced by or on behalf of Ipsos BV shall be vested in Ipsos BV, unless a reasonable case can be made that the direct contribution of the client was of vital importance to the development thereof.
3. All copyrights relating to analyses of results developed by or on behalf of and reports and related documents drawn up by or on behalf of Ipsos BV shall be vested in Ipsos BV, whereby we agree to transfer to the client the rights of usage, reproduction and storage in any (computerised) data base within the organisation of the client.
4. Reports and related documents produced in the course of the research are deemed to mean all documentation in the form of text, tables and/or graphs, whether presented in printed form or on slide or overhead sheets or in electronic or in any other form.
5. To prevent misuse of information, no part of any document intended in article 10.4 may be made public in any way or in any form without the prior written consent of Ipsos BV. Distribution within companies and/or institutions affiliated to or associated with the client is deemed to be included in this publication restriction.
6. If the client infringes the copyright of Ipsos BV, the client shall owe Ipsos BV a penalty equal to the amount of the sum invoiced to the client by Ipsos BV in respect of the research, with a minimum of € 25,000.-- (twenty-five thousand euros). In addition, the client shall pay compensation for the damage actually suffered by Ipsos BV.
7. All use of data of Ipsos BV shall be at the risk of the client Ipsos BV shall accept no liability for damage caused by the use of correct or incorrect data.

## **Article 11. Protection of personal data**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. The following words and phrases used in this documents shall have the following meanings except where the context otherwise requires:

"Data Protection Legislation" means the General Data Protection Regulation 2016/679 (GDPR), plus all other applicable national data protection and privacy laws that may apply to a party's obligations under these T&Cs.

"Data Controller", "Data Processor", "Data Subject", "Processing" and "Third Party" shall have the same meaning as set out in the Data Protection Legislation.

"EU Model Clauses" means the standard contractual clauses set out in the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (notified under document C(2010) 593) or any successor provision or replacement thereof.

"Personal Data" shall have the same meaning set out in the Data Protection Legislation (as amended), and relates only to personal data, or any part of such personal data of which the Client is the Data Controller, and is transferred to Supplier to provide the Services.

1.2. The Client and Supplier acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Supplier is the Data Processor of any Personal Data provided by the Client in relation to the Services.

### **2. OBLIGATIONS OF THE DATA CONTROLLER**

2.1. The Client warrants that it is compliant with its obligations under the Data Protection Legislation in processing the Personal Data for the Services.

2.2. The Client shall provide the Personal Data to Supplier together with such other information as Supplier may reasonably require to provide the Services.

2.3. The instructions given by the Client to Supplier in respect of the Personal Data shall always be in accordance with the Data Protection Legislation.

2.4. Where the Client is not the Data Controller for the Personal Data, but is the principle Data Processor in respect of the Personal Data to be processed under these T&C, the Client warrants that it is processing that Personal Data in compliance with the relevant instructions issued to it. The Client also warrants that it has the authority to sub-contract the processing of the Personal Data to Supplier.

### 3. OBLIGATIONS OF THE DATA PROCESSOR

3.1. Supplier will process the Personal Data in compliance with the Data Protection Legislation.

3.2. Supplier undertakes that it shall process the Personal Data strictly in accordance with the Client's instructions for the processing of the Personal Data and only for the purposes of providing the Services or as otherwise instructed in writing by the Client.

3.3. Supplier will keep and maintain a record of processing as required under Article 30 (2) of the GDPR.

3.4. Supplier will ensure that access to the Personal Data is limited to only those employees who require access to it for the purpose of providing the Services and complying with these T&Cs. Supplier will ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality and in the care and handling of Personal Data.

3.5. Supplier agrees to assist the Client promptly with all subject information requests which may be received from Data Subjects relating to the Personal Data.

3.6. Other than as set out herein, Supplier will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Client, unless the disclosure is required by law.

3.7. Supplier will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

3.8. Supplier will not keep the Personal Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the Services under these T&Cs. Where this is necessary, Supplier will keep an audit trail of which laptops/drives/devices the Personal Data are held on.

3.9. Supplier will notify the Client of any information security incident that may impact the processing of the Personal Data covered by these T&Cs within two working days of discovering, or becoming aware of any such incident.

3.10. Supplier will ensure that any affiliates or sub-contractors it uses to process the Personal Data comply with the terms of these T&Cs.

3.11. In the event that Supplier transfers the Personal Data outside of the European Economic Area (including to another company within Supplier's worldwide group of companies) in order to provide the Services and the location of that party is not subject to an adequacy finding by the European Commission, then such transfer shall only occur on the basis of a contract containing the EU Model Clauses. The Processor shall provide the Client with a list of such contracts, or copies of the signed contracts on request.

## **Article 12. Confidential Information and information security**

1. Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfil its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the confidential information as its uses for its own information, but in no event less than a reasonable degree of care. All Confidential Information in tangible form (including any copies or summaries of Confidential Information) shall be returned to the disclosing party promptly upon written request, upon termination of the Agreement or upon the receiving party's determination that it no longer has a need for such Confidential Information. Confidential Information provided to the receiving party in any other form, to the extent such information cannot be returned to the disclosing party, shall be destroyed by the receiving party to the extent practicable.

2. The obligation of confidentiality, however, shall not apply to information which: (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired directly or indirectly from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or law requirement, provided that receiving party first gives the disclosing party reasonable notice of such court order or law requirement and an opportunity to oppose and/or attempt to limit such production.

3. The client is obliged to impose the duty of secrecy on all subordinates and third parties who become aware of the information and the client guarantees that these subordinates and third parties will fulfil this obligation.

4. If the client fails to fulfil the obligation referred to in this article, he shall owe Ipsos BV a penalty as referred to in article 10, paragraph 6.

5. Files sent by email by client to Ipsos BV will include a password.

6. In the event of a data leak, Ipsos BV will report this to the client within 24 hours. Client will decide himself about any further actions.

## **Article 13. Complaints**

1. If the work performed by Ipsos BV does not, according to the client, fulfil the terms of the agreement, the client shall inform Ipsos BV thereof in writing within one month of discovering the alleged defect, but no later than one month after receipt of the final reports. In doing so, the client shall indicate accurately in what way the work performed by Ipsos BV is inadequate. After the expiry of this period, the client shall be deemed to have approved the performance provided by Ipsos BV.

2. If it appears that a complaint is well-founded, the defect shall - if possible - be rectified Ipsos BV without any further costs being charged to the client in this respect. Only if rectification is not possible shall Ipsos BV reimburse a proportionate part of the price paid or yet to be paid by the client.

3. A complaint does not affect the obligations of the client under the agreement concluded with Ipsos BV.

4. If the complaint proves to be unfounded, Ipsos BV may - if there are reasons for doing so - charge the client for the costs incurred in connection with the unwarranted complaint.

**Article 14. Liability**

1. Ipsos BV excludes liability for any damage (or form of damage) which may arise in connection with the performance of the agreement (or the impossibility of performance), save where there is question of intent or gross negligence.

2. In so far as Ipsos BV can be held liable pursuant to the provisions of paragraph 1, such liability shall be expressly limited to that provided for in article 13 and the maximum amount for which Ipsos BV may be held liable vis-à-vis the client can never exceed the amount of the invoice to be paid by the client to Ipsos BV. In addition, the following provisions apply.

3. Ipsos BV accepts no liability for a sample not selected by it.

4. All damage occasioned to test and/or research material provided to Ipsos BV by the client shall be for the account of Ipsos BV, unless such damage occurs while the research is being carried out according to standard practice.

5. All damage occasioned by or in connection with test and/or research material provided to Ipsos BV by the client is for the account of the client.

6. Ipsos BV may never be held responsible for the use and the interpretations of the research results by the client or third parties.

7. The client is obliged to indemnify Ipsos BV against claims of third parties which result from or are connected with the work performed by Ipsos BV for the client, or the absence thereof.

**Article 15. Governing law and competent court**

1. The agreement concluded by the client with Ipsos BV shall be governed by Dutch law.

2. All disputes which may arise as a result of an agreement between the client and Ipsos BV or further agreements which may follow therefrom shall be settled by the competent court in Amsterdam.

**Article 16. Transfer of rights and obligations**

1. The client is not allowed to transfer to a third party any rights and obligations arising from the agreement without the prior written consent of Ipsos BV. Ipsos BV may attach conditions to such consent.

2. Ipsos BV shall be entitled to transfer its rights arising from the agreement to a third party. Ipsos BV shall inform the client of such a transfer within a reasonable period.

**Article 17. Communication**

1. Ipsos BV shall send all communications to the client's address referred to in the agreement. The client shall send all communications to the address of Ipsos BV referred to in the agreement. The client shall immediately inform Ipsos BV of any change of address.