



## Terms and Conditions

### 1. General

- 1.1 These general terms and conditions apply to all offers and/or quotations and/or assignments and/or agreements pertaining to the carrying out of market research in the broadest sense of the word, hereinafter to be referred to as 'the Assignment', issued or accepted by Ipsos B.V., hereinafter to be referred to as 'the Agency', and the (potential) client, hereinafter to be referred to as 'the Client'.
- 1.2 Any deviation from these General Terms and Conditions can only be agreed to in writing and only applies to the Assignment to which it explicitly refers. Any general terms and conditions by the Client shall not apply unless the parties have agreed in writing that (parts of) said terms and conditions are applicable in addition to these General Terms and Conditions.
- 1.3 Should one or more of the provisions of these General Terms Conditions become void, violate the law or become otherwise unenforceable, such provisions shall not affect the validity of the other provisions. Parties shall consult with each other and agree on a new provision to replace that which has become void or unenforceable, and covers the essence of that which has become void or unenforceable.
- 1.4 All Assignments shall be carried out in accordance with the Code of Market Research and Statistics Practice. Under no circumstances shall Assignments be carried out in violation of the mandatory provisions and prescriptive requirements of the International ICC/ESOMAR Code of Practice.

### 2. Research briefing

- 2.1 The Agency shall seek to obtain a sufficiently clear idea of the objectives that the Client wishes to achieve with the Assignment.
- 2.2 Any research proposals submitted by the Agency are based on information provided by the Client. The Client vouches for the fact that, to the best of its knowledge, it has provided all the information considered to be essential for setting up and carrying out the Assignment. The Client also vouches for the fact that it is authorised to use all the information provided to the Agency, including address details, for the purposes of market research.
- 2.3 All information related to the Assignment provided to the Agency by the Client during the research briefing is strictly confidential and the Agency is obliged to preserve the secrecy of the information. This obligation to preserve the secrecy of the information also applies in the event that the Agency has received information from the Client, without subsequently being issued with an Assignment.



### 3. Research proposals and quotations

- 3.1 All research proposals and quotations submitted by the Agency are free of obligation. An Assignment shall be considered as having been accepted, once the Agency has confirmed the Assignment in writing, after having reached an agreement regarding the research proposal, or once research activities have commenced with the Client's knowledge after an agreement has been reached.
- 3.2 A research proposal shall be made in writing and includes components like 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 and a statement of the expected duration of the research.
- 3.3 The Agency shall be entitled to charge a fee for submitting a research proposal, provided that this has been agreed with the Client in advance.
- 3.4 On the basis of the data supplied by the client, the Agency shall determine the price of the research in the research proposal, excluding Dutch value-added tax and other levies imposed by government authorities.
- 3.5 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 the Agency.
- 3.6 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.
- 3.5 In the event that the Client has invited or is intending to invite more than one (potential) agency to submit a research proposal, the Client shall be obliged to notify all (potential) agencies of the number of agencies invited to submit proposals. In the event that the Client should fail to comply with this obligation and should subsequently fail to issue the Agency with an Assignment, the Client shall be obliged to cover all the costs incurred by the Agency in connection with the submission of the research proposal.
- 3.6 The rates and costs quoted by the Agency may not be increased for a period of four months following the quotation, unless the research cannot be carried out within the period specified in the research proposal due to fault on the part of the Client, or unless the Agency has reserved the right to increase its rates and costs. The amounts specified in quotations are always quoted exclusive of value added tax.



#### 4. Liability

- 4.1 The Agency shall carry out the Assignment to the best of its knowledge and ability. Unless otherwise agreed in writing, this commitment shall be considered an obligation to perform to the best of one's ability.
- 4.2 The Agency shall be liable for any shortcomings in the execution of the Assignment, to the extent that these shortcomings are due to failure on the part of the Agency to exercise the necessary care and expertise that could normally be expected in the performance of such an Assignment. Liability for any damage caused as a result of such failure, shall be limited to the sum of the payment received by the Agency for work carried out within the context of the Assignment.
- 4.3 The Agency accepts no liability for a sample not selected by it.
- 4.4 All damage occasioned to test and/or research material provided to the Agency by the Client shall be for the account of the Agency, unless such damage occurs while the research is being carried out according to standard practice.
- 4.5 All damage occasioned by test and/or research material provided to the Agency by the Client is for the account of the Client.
- 4.6 The Agency may never be held responsible for the use and the interpretations of the research results by the Client or third parties.
- 4.7 Any claims by the Client are to be made within one year from the date on which the damage was discovered. By failing to bring forward a claim within the above period, the Client forfeits the right to compensation. Any liability on the part of the Agency for any consequential damage incurred by the Client is hereby excluded. Within the context of these General Terms and Conditions, consequential damage is understood to include all losses incurred as a result of any form of use of the research results by the Client, or by any third party. Hence the Client is to indemnify the Agency against any claims by third parties on this count.
- 4.8 The Client is obliged to indemnify the Agency against claims of third parties which result from or are connected with the work performed by the Agency for the Client, or the absence thereof.

#### 5. Delivery dates and planning

- 5.1 Agreed delivery dates shall not be binding in the event of a delay caused by unforeseen circumstances that involve interim changes in the Assignment or factors which neither the Agency nor the Client could reasonably take into account at the time the Agreement was entered into. In the event that the Agency anticipates a delay, the Agency shall notify the Client to this effect immediately.



- 5.2 In the event that the Client wishes to introduce a change in the agreed schedule, the Agency shall endeavour to incorporate the change, provided that the Client discusses the change with the Agency in good time, and on the condition that, given the circumstances of the case in question, the Agency can reasonably be expected to do so. In the event that the Client changes the scheduled fieldwork dates, the Agency has the right to invoice the Client for the costs that the Agency is likely to incur as a result of the change that the Client wishes to make in the agreed schedule. Unless a different term is agreed in writing, the Client shall, in all cases, notify the Agency of any changes to the agreed schedule at least ten (10) working days before the fieldwork is due to start. In the event that the Client fails to observe said period of notice, the Agency shall be entitled to demand full payment of the agreed fee for the fieldwork. Any alternative income shall be deducted from that fee.

## 6. Changes/additional work

- 6.1 In the event that the Client wishes to introduce certain changes to the set-up and/or content of the research, the Client is to discuss the matter with the Agency well in advance. The Agency shall endeavour to incorporate any changes the Client wishes to make, provided that the Agency can reasonably be expected to do so, and provided that an agreement has been reached regarding such changes and the costs that can reasonably be charged in addition to the agreed fee or deducted from the agreed fee.
- 6.2 Under no circumstances shall the Agency be permitted to make any changes to the agreed setup and/or content of a research assignment without the Client's consent.
- 6.3 In the event that the Agency is likely to perform more work than originally provided for in the research proposal on which the Assignment is based, the Agency shall consult the Client on the matter. Any additional work to be carried out by the Agency shall be paid for by the Client, unless this additional work is necessary due to negligence on the part of the Agency, or because the Agency failed to accurately assess the extent of the work concerned, or could reasonably have anticipated such. The fee for the additional work in question shall be determined in mutual agreement by the parties

## 7. Delivery

- 7.1 The Agency reserves the right to make delivery in consignments and to invoice them separately.
- 7.2 Quoted delivery dates are indicative and are not to be treated as deadlines.
- 7.3 If delivery does not take place in time, the Agency 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.



## 8. (Premature) termination of the Assignment/suspension and cancellation of the Assignment

- 8.1 In the event that the Assignment is not carried out in accordance with the research proposal on which the Assignment is based due to a fault attributable to the Agency, the Client shall serve the Agency written notice of default and shall give the Agency the opportunity to carry out the Assignment properly, observing a period of notice of seven (7) days. Only in the event that the Client cannot reasonably be expected to do so, shall the Client not be bound to grant the Agency the opportunity to carry out the Assignment properly. Any additional costs incurred by the Agency, once the Agency has been served notice of default, do not qualify for reimbursement. Only in the event that the Agency persists in failing to meet its obligations after having been served notice of default, is the Client entitled to cancel the Assignment.
- 8.2 In the event that the Agency is unable to carry out the Assignment, or is unable to carry out the Assignment in accordance with the research proposal on which the Assignment is based due to a fault that can be attributed to the Client, the Agency shall serve the Client written notice of default and, observing a period of notice of seven (7) days, shall offer to carry out the Assignment as agreed, unless the Agency cannot reasonably be expected to do so. Any additional costs incurred by the Agency shall be invoiced to the Client. In the event that the Client chooses not to take advantage of said offer, the Client shall be obliged to reimburse the Agency for losses incurred arising from the non-performance of the Assignment. The Agency shall be entitled to cancel the Assignment and/or to suspend the execution of the Assignment without having to serve notice of default, in the event that the Client fails to fulfil its obligations towards the Agency altogether, in terms of time, or as agreed.
- 8.3 In the event that the Agency or the Client becomes bankrupt, applies for (temporary) suspension of payment, or discontinues its operation, the other party shall be entitled to terminate the Assignment with immediate effect.

## 9. Reporting, archival and retention periods

- 9.1 Reporting shall be effected in the Dutch language unless otherwise agreed and specified in the research proposal.
- 9.2 For ad hoc studies, the Agency 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 6 months upon ad hoc completion.
- 9.3 For continuous surveys (trackers, omnibus and multi-wave projects), the Agency 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 6 months upon each wave completion.



## 10. Conditions of payment

- 10.1 The Client will be obliged to pay the total amount after invoicing, without reservation or deduction and irrespective of the results of the research.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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).
- 10.6 After an order has been placed, intermediaries may not claim a fee from the Agency in respect of any intermediary services provided, unless this has been agreed in writing with the approval of the Client before placing the order.

## 11. Intellectual property

- 11.1 All rights (including the copyright) pertaining to the following (research) materials continue to rest with the Client, or shall be transferred to the Client:
  - a) questionnaires, instructions, specifications and data files furnished by the Client, and any other information provided by the Client;
  - b) the results of the market research - in the form of reports, recommendations, and other such documents - in the event that the Assignment involves specially tailored research, on the condition that the Client has settled all outstanding fees relating to the Assignment. Within the context of these General Terms and Conditions specially tailored research is understood to include all market research activities, both qualitative and quantitative, carried out specifically or solely on behalf of the Client.



- 11.2 The Agency is not permitted to disclose the content of (any part of) the research material referred to paragraph 1 of this Article to any third party without the Client's consent.
- 11.3 All rights, including the copyright, pertaining to the following research materials rest and shall continue to rest with the Agency:
- a) research proposals, statements of expenditure, quotations and other such documents;
  - b) all research materials developed by the Agency, such as research models, techniques, questionnaires, instruments and software;
  - c) the results of the market research in the form of reports, recommendations and other such documents in the event that the Assignment involves multi-client research. Within the context of these General Terms and Conditions multi-client research is understood to include all market research activities, both qualitative and quantitative, carried out within the framework of research, to the extent that the data is provided by and/or compiled for more than one client.
- 11.4 The Client is not permitted to disclose the content of (any part of) the research material referred to paragraph 3 of this Article to any third party without the Agency's consent. The Client is entitled to reproduce the material referred to in paragraph 3 subclause c of this Article, for internal use, and to use this material for other internal purposes.
- 11.5 If the Client infringes the copyright of the Agency, the Client shall owe the Agency a penalty equal to the amount of the sum invoiced to the client by the Agency 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 the Agency.
- 11.6 All use of data of the Agency shall be at the risk of the Client. The Agency shall accept no liability for damage caused by the use of correct or incorrect data.

## 12. Force majeure

- 12.1 If the Agency is prevented from further performing the Assignment as a result of force majeure of a permanent or temporary nature, the Agency shall immediately notify the Client. Subsequently, the Agency has the right to:
- a) Consult with the Client and agree upon an extension of the Assignment. The Client will agree with the request for an extension, provided the extension is a reasonable request. Parties will agree upon this in writing and may agree upon additional costs that can be reasonably invoiced or credited; or
  - b) Without being liable to pay any compensation and without obtaining a court order, dissolve all or part of the Assignment.



- 12.2 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.

### 13. Confidentiality and exclusivity

- 13.1 The Parties are obliged to keep secret from third parties which are not involved in the execution of the Assignment all confidential information that they have obtained within the framework of the Assignment from each other or from other sources. Information is deemed confidential if such has been stated by the other party or by virtue of the nature of the information, and in any case the information described in Article 2.3 of the General Terms and Conditions.
- 13.2 The Client is obliged to safeguard the privacy of the respondents. The Client shall only use the results obtained from the market research for statistical or comparative purposes, providing no result can be traced back to any individual respondent. The Client and the individual respondents, are, however, at liberty to consult with each other and make other arrangements.
- 13.3 If the Client receives audio and/or visual material of respondents created by Ipsos in the context of the Assignment, the Client is obliged to use the audio and/or visual material exclusively for internal purposes, not to multiply the audio and/or visual material and to destroy all copies of the audio and/or visual material within 6 after receipt.
- 13.4 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.
- 13.5 In the event that these General Terms and Conditions apply to an Assignment that the Client has awarded to the selection agency, the Client shall not add to its records information about the respondents provided by the selection agency or approach the respondents for any reason whatsoever or in any other way than through the selection agency.
- 13.6 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.

- 13.7 In the event of a violation of the provisions of this article, the Client shall owe the Agency an immediately due and payable penalty of ten (10) times the remuneration agreed for the Assignment without prejudice to the Agency's right to demand compensation.

#### 14. Transfer of rights and obligations

- 14.1 The Client is not allowed to transfer to a third party any rights and obligations arising from the Assignment without the prior written consent of the Agency. The Agency may attach conditions to such consent.
- 14.2 The Agency shall be entitled to transfer its rights arising from the agreement to a third party. The Agency shall inform the client of such a transfer within a reasonable period.

#### 15. Other provisions

- 15.1 The Client does not have the right to settle a debt which it owes and is payable to the Agency with a debt which is owed by the Agency and payable to the Client
- 15.2 Any claims that the Client brings against the Agency on the basis of an Assignment or the law lapse after one year after the period of limitation corresponding with the statutory rules has commenced.
- 15.3 The Agency has the right to make changes to the General Terms and Conditions. These changes shall become effective on the announced commencement date, with the exception of Assignments that were agreed before the commencement date. The Agency shall send the changed Terms and Conditions to the Client in due time. In the event that a commencement date has not been communicated, changes shall enter into force for the Client as soon as the change has been communicated or made known, with the exception of Assignments that were agreed before this date

#### 16. Applicable law, governing law and competent court

- 16.1 The Assignment concluded by the Client with the Agency shall be governed by Dutch law.
- 16.2 All disputes which may arise as a result of an agreement between the Client and the Agency or further agreements which may follow therefrom shall be settled by the competent court in Amsterdam.