

General Terms and conditions

Article 1 – General

These General Terms and Conditions apply to all agreements between Motivaction International bv (hereinafter: the 'Agency') and a (potential) client (hereinafter: the 'Client') pertaining to a market research study (hereinafter: the 'Assignment') to be conducted by the Agency. Any deviation from these General Terms and Conditions can solely be agreed in writing and only applies to the Assignment to which it explicitly refers.

The Agency's research process is certified in accordance with the ISO-20252: 2019 standard for market, opinion and social research. The Agency's information security management system is certified in accordance with ISO 27001: 2015.

Article 2 – MOA/D&IN Terms and Conditions

Unless explicitly stated otherwise in these General Terms and Conditions, the General Terms and Conditions of the Market Research Association Netherlands apply to all assignments as established by the Board of the MOA on June 19, 2020. As of 01-02-2023, the new name of MarktOnderzoekAssociatie.nl (MOA) is the Data & Insights Network, and we refer to the D&IN-Terms and Conditions. These Terms and Conditions can be downloaded from www.datainsightsnetwork.nl. Upon request, the terms and conditions will be provided.

Article 3 – Quotations

In due regard with Article 3 of the D&IN-Terms and Conditions, quotations submitted by the Agency to the Client remain applicable for a period of 30 days following the issue date of the quotation, whilst the Agency reserves the right to modify the time schedule and/or costs after this period, on consultation with the client.

Article 4 – Intellectual property rights

In the event that during the execution of the Assignment by the Agency use is made of the segmentation models named 'Mentality', 'Glocalities' and/or 'BusinessLocus', or of any more recent segmentation models developed on the basis of these models, all (intellectual property) rights, both pertaining to these models as well as to the data collected, will (continue to) rest with the Agency.

The foregoing implies, among others, that in the event that the Client has been provided by the Agency with data gathered using the above-specified segmentation models, the Client will not without written permission from the Agency be permitted to use these data as the basis for other research or for any other purpose (other than that pertaining to the Assignment), or to make the data available to third parties for any reason whatsoever or to allow third parties to use such data, in default of which the Client will be liable to pay compensation to the Agency.

Article 5 - Invoicing

In accordance with Article 8 of the D&IN Terms and Conditions the invoices will be issued in two instalments: two-thirds on confirmation of the Assignment commission and one-third on completion of the Assignment. For amounts below € 10,000 the Client will be sent a single invoice.

If software products developed by Motivaction or to be developed by Motivaction International bv are offered in this quotation, the IT Development General Terms and Conditions of Motivaction International bv will apply as a supplement to the General Terms and Conditions of Motivaction International bv. These terms and conditions can be downloaded from www.motivaction.nl/en in the footer.

General Terms and conditions IT-Development

Article 1 - General

These General Terms and Conditions IT-Development apply to all agreements between Motivaction International B.V. (hereinafter: the 'Contractor') and a (potential) client (hereinafter: the 'Client') with regard to software products to be developed by the Contractor (hereinafter: the 'Software') and/or services to be provided in respect thereof. The Client and the Contractor will record the Software to be developed and/or the services to be provided in writing in an agreement (hereinafter: the 'Assignment').

These General Terms and Conditions IT-Development are a supplement to the General Terms and Conditions of Motivaction International B.V. and the General Terms and Conditions of the Market Research Association Netherlands as established by the Board of the MOA on June 19, 2020. As of 01-02-2023, the new name of the Market Research Association.nl (MOA) is the Data & Insights Network and we refer to the D&IN conditions. These are also applicable to the quotations of the Contractor and the Assignment consisting of the development of Software and/or the provision of services.

1 When i) the General Terms and Conditions IT-Development apply to an Assignment and ii) provisions from these General Terms and Conditions IT-Development deviate from and/or conflict with provisions from the General Terms and Conditions of Motivaction International B.V. and the D&IN conditions, then the provisions from these General Terms and Conditions IT-Development prevail.

With regard to the Software, the Contractor is entitled to establish additional (usage) conditions, which will be adhered to by the Client when using the Software and/or imposed on its end users.

Article 2 - Development

The Contractor will develop the Software with care according to the requirements and specifications as agreed in writing between the Client and the Contractor in the Assignment (hereinafter: 'Specifications'). The development work will always be performed by the Contractor on the basis of a best-efforts obligation.

The Client understands and acknowledges that the Specifications have been drawn up on the basis of the information provided by the Client. The Client warrants that, to the best of its knowledge, it has provided all essential information for the preparation of the Specifications and the Assignment. The Contractor is not liable for any damage resulting from or arising out of the absence of any information that is necessary and/or desirable for the preparation of the Specifications.

The Contractor is not obliged to follow instructions from the Client when performing the development work. To the extent that the Contractor does follow such instructions, it is entitled to charge a fee for this according to its then current hourly rate. The Client understands that implementing instructions may have consequences for the final result and the duration of the project.

Article 3 - License

Under the conditions of the agreement for the Assignment, the Contractor grants a non-exclusive, non-transferable, non-sublicensable, limited right to use the Software for the duration of the agreement, exclusively in and for the benefit of its own business or organization and exclusively for the intended use as agreed in the Assignment.

The Client will always strictly comply with the restrictions on the right to use the Software agreed between the parties. The Client is aware that a breach of an agreed usage restriction constitutes both a culpable failure to perform the Assignment and an infringement of the Intellectual Property Rights, as defined in Article 8, of the Software. It is the responsibility of the Client to ensure that it acts in accordance with the restrictions on the right of use.

Access to and use of the Software is only permitted for i) the number of end users agreed by the parties ii) who have also created a user account. A user account is personal to the relevant end user. It is therefore not permitted to allow other end users or third parties to use the user account. The Client is responsible and liable for all use of the Software via a user account affiliated with it.

Upon request, the Client will immediately provide its full cooperation in an investigation to be carried out by or on behalf of the Contractor regarding the Client's compliance with the agreed usage restrictions. The

Client will grant access to its buildings and systems to the Contractor at the Contractor's first request. The Contractor will treat all confidential business information that the Contractor obtains from or at the Client in the context of such an investigation, insofar as that information does not concern the use of the software itself, confidentially.

If the Client exceeds the agreed number of users, the Contractor is entitled to charge the costs for the exceeded number to the Client.

The Contractor may also impose further usage restrictions on:

- i) the type or type of equipment for which the Software is intended, and/or
- ii) the maximum number of processing units for which the Software is intended, and/or
- iii) certain - whether or not named or designated by function - persons within the Client's organization who may use the Software, and/or
- iv) the location where the Software may be used, and/or
- v) certain forms and purposes of use (e.g. business use or use for private purposes), and/or
- vi) any other quantitative or qualitative restriction.

The Client grants the Contractor a non-exclusive, transferable, sublicensable right to use all content, data, information and data provided by it to the Contractor for the performance of the Assignment. The Client warrants that it is entitled to grant this license. The Client indemnifies the Contractor against all damage and costs resulting from (alleged) infringements of (Intellectual Property) rights of third parties by the content, data, information and data provided by the Client.

Article 4 – Delivery and installation

The Contractor will deliver the Assignment to the Client in the agreed manner. Delivery is made by sending a username and password, as well as a link to the developed Software. Notwithstanding the provisions of Article 5.1 D&IN conditions, dates and times for (partial) delivery are only indicative and never to be considered as a fatal deadline.

If this has been explicitly agreed between the Parties in the Assignment, the Contractor will install the Software at the Client's premises. The Client will provide all cooperation for installation, including granting the Contractor access to locations and equipment at all times upon request.

The Client is responsible for the purchase and/or proper functioning of the infrastructure and proper telecommunications facilities (including internet connection) required for the performance of the Assignment and the use of the Software. The Contractor is never responsible or liable for costs arising from the use of telecommunications charged by the telecom provider.

The Contractor is never obliged to provide the Client with a physical carrier with the Software, or the source code of the Software.

Article 5 – Acceptance

After delivery and any installation, as referred to in Article 2, the Client will test the Software for errors within 1 (one) week. An error is understood to mean the substantial and reproducible failure to meet the Specifications. During this test period, the Client is not allowed to use the Software for productive or operational purposes.

The Client will carry out the above-mentioned test with sufficiently qualified personnel and with sufficient scope and depth on the Software.

At the end of the aforementioned period, the Client will indicate in writing to the Contractor whether it accepts the Software. The Software is also deemed to have been accepted if the Client uses the Software after the aforementioned test period has expired.

Acceptance of the Software may not be withheld on grounds that are not related to the Specifications, that are only subjective and/or cosmetic in nature. In addition, acceptance may not be withheld due to the existence of minor errors that do not reasonably impede the use of the Software.

Insofar as no acceptance takes place, the Client will inform the Contractor in writing in a clear, understandable, complete and sufficiently concrete manner within one week after the end of the test period about the errors found.

The Contractor will make its best efforts to correct the indicated errors (including minor errors) within a reasonable period of time, whereby the Contractor is entitled to implement temporary solutions, program

detours or problem-avoiding restrictions in the Software.

Acceptance of the Software has the effect that the Contractor is discharged from its obligation to develop and install - if applicable - the Software, without prejudice to the rights of the Client as agreed in the event of maintenance, as referred to in Article 6.

Article 6 – Maintenance

The Contractor is only obliged to maintain the Software if this has been agreed in a separate Service Level Agreement (hereinafter: 'SLA'). The Contractor may - but is never obliged to - correct errors in the Software at the request of the Client. The Contractor may charge the Client for the repair work at the then applicable hourly rates.

Article 7 – Payment

For the Assignment - insofar as it relates to the development of the Software - the Client owes a one-time development fee as agreed in the Assignment. The term distribution as determined in article 5 of the General Terms and Conditions of Motivaction B.V. applies to this fee.

In addition to the one-time development fee, the Client also owes an annual license fee for the use of the Software, as further agreed in the Assignment.

Article 8 - Intellectual Property Rights

Notwithstanding the provisions of Article 9 of the D&IN conditions and in addition to Article 4 of the General Terms and Conditions of Motivaction International B.V., all intellectual property rights and related rights, including - but not limited to - copyright, trademark, patent, design, trade name, database and neighboring rights, as well as rights to know-how and one-line performances (hereinafter: 'Intellectual Property Rights'), with respect to the Assignment, including the Software and all documents, hardware, software, data, information, reports, matrices and other materials - except to the extent that these originate from the Client - rest with the Contractor, its licensors or its suppliers.

The Contractor indemnifies the Client against damage and costs resulting from a third party's claim that the Software infringes the Intellectual Property Rights of those third parties. This indemnity shall lapse if the Client has in any way modified or changed the Software, or has used or used it in a manner that does not correspond to the intended use of the Software.

The Client is not permitted to sell, rent, alienate or grant limited rights to the Software or to make it available to a third party in any way or for any purpose. Nor shall the Client give a third party - whether or not remotely - access to the Software, other than intended by and for the number agreed in the Assignment.

The Contractor is entitled to apply technical provisions to protect the Software in connection with an agreed restriction in the content or duration of the right to use these objects. The Client is not permitted to remove or circumvent such a technical provision.

The Client is not permitted to remove or modify any indication concerning the confidential nature or concerning Intellectual Property Rights from the Assignment, Software, software, hardware, documents and/or other materials.

Unless otherwise agreed in writing and subject to exceptions determined by mandatory law, the Client is not entitled to modify the Software in whole or in part and/or to have third parties perform repair work on the Software without the prior written consent of the Contractor.

Article 9 – Privacy

It is possible that the Contractor processes personal data within the meaning of the GDPR for the Client in the context of the Assignment. In addition to the provisions of Article 12.2 of the D&IN conditions, the Client guarantees that he fully complies with all applicable laws and regulations and that he is entitled to engage the Contractor as the processor of the relevant personal data.

In addition to the provisions of Article 12.4 of the D&IN conditions, the Client fully indemnifies the Contractor against all claims from third parties, which arise in any way from and/or are related to the processing of personal data by the Contractor and/or which are the result of the breach of the above-mentioned guarantees by the Client.

Article 10 – Guarantees and indemnification

The Contractor expressly excludes any express or implied warranties, representations, and indemnities of any kind, including but not limited to warranties, representations, and indemnities regarding the quality, safety, legality, integrity, availability, and

accuracy of the Assignment, unless explicitly agreed otherwise in writing.

The Contractor does not guarantee that the Software will be accessible at all times and without interruptions or malfunctions. The Contractor is in no way liable or obliged to compensate the Client for any damage resulting from or caused by the (temporary) unavailability or (interim) failure of the Software, unless otherwise agreed in writing.

The Client is responsible for the management, including control mechanisms, the use of the Software, as well as for the way in which the results generated by means of the Software are used. The Client is also responsible for the use of the Software by the users, regardless of whether there is a relationship of authority between the Client and these users.

The Client guarantees that the Software (by its end-users) will not be used:

- in such a way as to infringe the rights of the Contractor or third parties, including, without limitation, Intellectual Property Rights or rights relating to the protection of privacy;
- in a manner that is unlawful towards the Contractor and/or third parties;
- in violation of applicable laws or regulations; and/or
- in violation of a provision of the Assignment, or any of the conditions applicable thereto.

Article 11 – Liability

In addition to the provisions of Article 4.2 D&IN conditions, the liability of the Contractor for damage of any kind is limited to direct damage and to the amount paid out by its liability insurance in the relevant case.

Direct damage is understood to mean only:

reasonable costs that the Client would have to incur to make the Contractor's performance conform to the Assignment. This replacement damage is not reimbursed if the agreement is terminated;

reasonable costs incurred in determining the cause and extent of the damage, insofar as the

determination relates to direct damage within the meaning of this provision;

reasonable costs incurred in preventing or limiting damage, insofar as these costs have led to a limitation of direct damage within the meaning of this provision.

In addition to Article 4.3 D&IN conditions, any liability of the Contractor for other than direct damage ("indirect damage"), including but not limited to consequential damage, loss and/or damage of data, loss of profit and loss of turnover, missed savings, reduced goodwill and damage due to business interruption is excluded. Also excluded is the Contractor's liability for mutilation, destruction or loss of data, data and/or documents and/or damage due to delay in the transport of data traffic.

Article 12 – Duration

The agreement for the Assignment consists of developing, delivering, making available and/or installing the Software, in accordance with the provisions of articles 2 and 4, as well as the license, as granted to the Client on the basis of article 3.

The part of the Assignment, insofar as it relates to the development, delivery and installation, ends automatically after acceptance of the Software in accordance with the provisions of article 5.

With regard to the license, the Assignment continues for a period of 12 months after acceptance of the Software and is automatically renewed for 12 months. The Client and Contractor may terminate the agreement after acceptance at any time with a notice period of 3 months, unless otherwise agreed.

Article 13 – Consequences of Termination

In the event of termination of the Assignment – for whatever reason – the license granted to the Client in article 4 automatically expires. From the moment of termination, the Client will cease and desist from using the Software and the associated documentation. The Contractor is entitled to block access to the Software for the Client and all its end-users immediately after the end of the Assignment – for whatever reason.

Within 30 (thirty) days of termination of the Assignment, the Client may request the Contractor to provide the data that it holds from the Client to the Client. The Contractor is obliged to comply with any reasonable request from the Client. The Contractor is always entitled to charge its then usual rates. The data is provided exclusively in a format chosen by the Contractor.

Article 14 Force Majeure

In addition to the provisions of Article 11 of the D&IN conditions, force majeure is understood to include, but is not limited to:

Postponement or cancellation of the delivery to the Party of parts, goods or services ordered from third parties, disruptions in the internet connection; or

Restrictions imposed by the government or by law or regulation.