

GENERAL TERMS AND CONDITIONS FOR MARKET RESEARCH SERVICES

Ipsos GmbH

Reference is made to the attached sales order, purchase order, statement of work or letter of engagement (hereinafter referred to, as applicable, the „Sales Order“) between Client and Ipsos GmbH (“Ipsos”) for the provision of market research services or other related services (the „Services“) identified in the Sales Order and any proposal or other similar document issued by Ipsos relating thereto (the „Proposal“). The general terms and conditions below (the „T&Cs“), the Sales Order and the description and other specifications of the Services identified in the Proposal shall be collectively referred to herein as the „Agreement“.

1. SERVICES

a.) These T&Cs shall govern the Services to be provided under the Sales Order. Client acknowledges and agrees that no other document, in particular Client’s own general conditions of purchase or specific conditions, shall prevail over the Agreement even though Client may issue its own purchase order for administrative purposes. To the extent that there is an inconsistency between the T&Cs, the Sales Order and the Proposal, the T&Cs shall prevail over the Sales Order and the Proposal, and the Sales Order shall prevail over the Proposal – unless expressly agreed otherwise.

b.) Where the Services performed pursuant to this Agreement constitute market, opinion or social research or data analytics they shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to the market research industry, including, without limitation, the ICC/ESOMAR International Code of Market, Opinion and Social Research and Data Analytics (“Self-regulatory Rules”).

2. TERM AND TERMINATION

The Agreement will become effective as of the date of execution by Client of the Sales Order or other document provided by Ipsos or Client to confirm Client’s acceptance and shall remain in force until completion of the Services (the „Term“). Each party shall have the right to terminate the Agreement at any time without cause upon thirty (30) days prior written notice to the other party. Either party shall have the right to terminate the Agreement, effective immediately, at any time and without prior notice, if the other party fails to either perform any material obligation or to cure a material breach within fifteen (15) business days of receiving written notice by the non-breaching party to that effect. The termination provisions set out in this Section are not exclusive, and are in addition to, and not in limitation of either party’s rights under the Agreement or at law.

3. EFFECTS OF TERMINATION

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

4. FINANCIAL TERMS

a.) Unless otherwise provided for in a Sales Order, Ipsos shall invoice Client for all amounts due for the Services under the Sales Order as set forth therein as follows: seventy-percent (70%) of the fees due for the Services upon execution of the Sales Order, and the remaining thirty-percent (30%), plus expenses incurred by Ipsos, upon completion of the Services, except for Services consisting of tracking surveys or other long term surveys, in which case either Ipsos will define different project phases in the Sales Order and will invoice Client the full amount of the fees corresponding to each phase at the beginning of each such phase or Ipsos shall invoice Client on a monthly or quarterly basis. Unless otherwise provided for in a sales order, all invoices shall be due and payable in full within thirty (30) days of date of invoice. Invoices not paid within thirty (30) days, or such number of days provided for in the Sales Order or Proposal, after the invoice date shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, such interest to be calculated from the end of the thirty (30) days until all past due amounts have been paid and, in addition, Ipsos may, in its sole discretion, and without prejudice to its other rights under the Agreement, suspend the performance of the Services and/or the delivery of the Deliverables (as defined in Section 13 below). Payments will be in the currency specified in the Sales Order. If the Sales Order specifies that Ipsos shall invoice in a currency other than its national currency, then Ipsos shall have the right to increase all fees under the applicable Sales Order if, on the date of invoice the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to the national currency of Ipsos has increased by more than one percent (1%) from the date of the Sales Order. The adjustment shall fully compensate Ipsos for the increase in the value of the currency invoiced compared to its national currency.

The prices agreed in the Sales Order shall be adjusted to inflation as soon as the current index value changes by more than three (3) percent compared to the index value of the month in which the relevant Agreement was concluded or in which the most recent price adjustment took place. In any case, a price adjustment shall be made after twelve (12) months in the amount of the change in the index since the conclusion of the Agreement or since the most recent price adjustment. The relevant index for the value added share of the Sales Order provided by Ipsos in Germany is the “Consumer Price Index for Germany 2020=100” published by the Federal Statistical Office or a more recent index replacing it. For the value added share provided in other countries, the most recent “Consumer Price Index, all items” published by the International Monetary Fund (“IMF”) for the respective country (or an index replacing it) shall apply.

b.) In the event that Ipsos is required to incur any out of pocket or third-party pass through expenses (including without limitation honoraria and focus group facility and moderator expenses) or additional costs (including without limitation travel and lodging) which are not set forth in the Sales Order, then, provided that Client is notified of and reasonably approves all such expenses in advance, Client shall reimburse Ipsos for such expenses within thirty (30) days of date of invoice.

c.) All prices are subject to a +/-10% cost contingency, unless otherwise noted in a Sales Order.

d.) The Client is not entitled to deduct a discount for payments prior to due date (Skonto).

e.) In any litigation relating to the Agreement the parties shall be entitled to recover their court costs and expenses, including without limitation, reasonable attorneys' fees according to their share of victory.

5. MODIFICATIONS

If Client requests any modifications to the specifications or the scope of the Services or to the Deliverables, such modifications must be agreed to in writing by the parties before the commencement of any work related thereto, including, without limitation, any additional charges to Client associated with such modifications. If Client delays or postpones the Services, Client shall pay for any documented unrecoverable costs incurred by Ipsos as a result of such delay or postponement.

COVID-19 RELATED TERM

If Ipsos becomes aware that the Services will be delayed, or performance will be affected, due to reasons related to COVID-19 or a related virus, and arising after the date of the commissioning, in any country where the Services are to be performed, Ipsos shall notify Client promptly detailing the circumstances. Within five (5) days of Client receiving such notification, the parties shall commence good faith negotiations regarding any required modifications to the Services or Deliverables, including any necessary revisions to the applicable delivery schedules. If the parties are unable to agree on revised terms within fourteen (14) calendar days from the commencement of negotiations, then neither party shall be entitled to terminate this commissioned work, and the effects of such termination shall be treated solely according to Section 3 of these T&Cs.

6. TAXES

If the Client is required to withhold any fees or taxes (such as withholding tax) from any payment, the Client shall pay an additional amount, the amount of which shall be determined on the basis that Ipsos effectively receives the net amount corresponding to the amount agreed under this Agreement without deduction of withholding tax. Upon request, Ipsos shall, to the extent reasonable, provide the Client with relevant certificates to reduce or eliminate the withholding or deduction of any tax in connection with payments under this Agreement.

7. REPRESENTATIONS AND WARRANTIES

a.) Each party represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws; (ii) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the use of materials furnished to the other party and that it has the legal right to disclose such materials to the other party in connection with the Services, including, without limitation, any consents required under Section 12; (iii) any materials disclosed to the other party, including without limitation the Deliverables, shall not violate or infringe upon the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party; and (iv) neither party shall use the other party's name, logos or trademarks in any publicity (including press releases) or advertising without the other party's prior written consent.

b.) Because the nature of the Services is based upon samples and statistical treatment of information, Ipsos does not warrant the total accuracy of the Deliverables or the data contained therein. Ipsos does not predict or assure any particular substantive results of its research in advance, nor does Ipsos accept any liability for (i) Client's interpretation of Ipsos' reports or of other data furnished to Client by Ipsos, (ii) any errors caused by errors in data provided to Ipsos, (iii) improper use of simulation software or improper interpretation of simulation software results by Client, or (iv) resale of survey results or other data by Client. Ipsos will use commercially reasonable efforts to meet all project deadlines, but it does not guarantee meeting those deadlines. All time frames included in the Agreement with respect to the timing of Deliverables are approximations.

8. INDEMNIFICATION

a.) Each party (the „Indemnitor“) shall indemnify, defend and hold harmless the other party (the „Indemnitee“), its affiliated companies and each of their respective officers, directors, employees and agents from and against all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable attorneys' fees (collectively „Claims“), initiated by or on behalf of third parties that are not affiliated with or related to the Indemnitee („Non Affiliated Third Parties“) to the extent arising out of any breach or violation by the Indemnitor of its representations and warranties or other terms of the Agreement.

b.) Client shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims by Non Affiliated Third Parties to the extent arising out of the use of the Deliverables by Client, or the conclusions drawn therefrom, except for Claims arising from Ipsos' negligence.

c.) The Indemnitee shall promptly notify the Indemnitor in writing of any Claim by a Non Affiliated Third Party under Sections 8a) and 8b). The Indemnitor shall control the defence and settlement, at its own expense, of any such Claim. The Indemnitee shall: (i) at the Indemnitor's expense and request, cooperate fully with the Indemnitor and its legal representatives in the investigation and defence of any such Claim; and (ii) permit the Indemnitor to settle any such Claim (provided that such settlement does not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee in addition to those set forth herein).

9. PRODUCT TESTING INDEMNITY

In the event that the Agreement provides for the testing by respondents of products supplied by Client, Client shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims arising directly or indirectly from the distribution, consumption, use of or contact with any product supplied by Client or its agent in connection with said product test, except for any Claim arising from Ipsos' negligence. Ipsos shall be deemed to have acted negligently only to the extent Ipsos, its employees and agents fail in any material respect to follow any written instructions given by Client for the handling, storage, packaging, use, or delivery of product.

10. LIABILITY

a.) Ipsos shall not be liable for simple negligence, except in the case of injury to life, body, health or essential contractual obligations. Essential contractual obligations are those whose fulfilment characterize the Agreement and on which the Client may rely. In the event of property damage and financial losses caused by a breach of essential contractual obligations due to simple negligence, Ipsos shall only be liable for the foreseeable damage typical for the Agreement limited to 125% of the remuneration to be paid by the Client under the Agreement or, in the case of long-term studies, limited to the remuneration paid by the Client under the Agreement in the last twelve months prior to the occurrence of the event giving rise to the damage. The above limitations of liability shall also apply in favour of Ipsos's legal representatives, directors, employees, workers and vicarious agents. However, the foregoing limitations of liability shall not apply to liability prescribed by law (e. g. under the Product Liability Act), under a strict warranty, in the case of injury to life, body or health or in the event of intent or gross negligence.

b.) Paragraph a.) above shall not apply to claims of non-affiliated third parties covered by the indemnification obligations of the parties set out in sections 8 and 9.

c.) Contractual penalties do not apply between the parties.

d.) The Client accepts Ipsos' current liability insurance. Upon request of the Client, Ipsos shall provide the insurance policy.

11. CONFIDENTIALITY

a.) „Confidential Information“ shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, tools, techniques, methodologies, processes, lessons learned, models, know-how, algorithms, specifications, computer programs and software; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project proposals (including the Proposal and the Sales Order and any information contained in those documents), personnel, and business relationships. Confidential Information is also all information that should reasonably be treated as confidential under the circumstances, even if it does not meet all the criteria of a trade secret within the meaning of the Trade Secrets Act.

b.) 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 and subcontractors 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 it uses for its own information, but in no event less than a reasonable degree of care. Upon written request, the receiving party must return all Confidential Information to the disclosing party or, in the case of electronic information, delete it at its own discretion – insofar as this is technically possible and reasonable – and confirm the deletion. Statutory retention obligations remain unaffected.

c.) 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 other than through a breach of the Agreement by the receiving party; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired 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 the Agreement; or (v) is required to be disclosed pursuant to court order or applicable law, provided that receiving party first gives the disclosing party reasonable notice of such court order or law and an opportunity to oppose and/or attempt to limit such production.

d.) Notwithstanding the foregoing, Client acknowledges and agrees that certain Services that Client may request may require Ipsos to expose, reveal, disclose or describe Client's Confidential Information, including, without limitation, new concepts, products, services, advertising campaigns or designs, to survey respondents („Concept Testing“). Client hereby waives and releases Ipsos from and against any and all Claims resulting from or related to Ipsos' authorized disclosure of Client's Confidential Information to survey respondents in connection with Concept Testing.

12. PERSONAL DATA

a.) In this Agreement, the following terms shall have the following meanings:

i. “Data Controller” means the organization which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

ii. “Data Processor” means the organization which processes Personal Data on behalf of the Data Controller.

iii. “Data Protection Legislation” means all applicable laws, rules and regulatory requirements in relation to the processing of Personal Data, including the EU General Data Protection Regulation 2016/679 (“GDPR”), effective May 25, 2018, and all related national laws.

iv. “Data Subject” means an identified or identifiable natural person.

v. “Personal Data” means any information or data that is considered as personal data by the applicable Data Protection Legislation and specifically regulated as such.

vi. “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

b.) In the event that Client, for the purposes of the Services, provides Ipsos with Personal Data, Client hereby warrants that such provision complies with all Data Protection Legislation, and represents that it has the rights and authorizations necessary to provide said Personal Data to Ipsos. It is the responsibility of Client to complete any appropriate formalities so that Ipsos has the right to process any Personal Data, and (where applicable) to prove that individuals have given their valid consent to be contacted for the purposes of the Services. Ipsos accepts no liability and shall not bear any costs resulting from any failure by Client to fulfil its obligations under Data Protection Legislation, except where such failure is the result of a breach by Ipsos of this Section 12.

c.) When Processing Personal Data pursuant to sub-section 12. b.), Ipsos in its capacity as Data Processor will only process these Personal Data as per the Client's instructions and subject to the technical and operational measures a set out in a specific

Description of Personal Data Processing Agreement which the Client acknowledges to be appropriate.

d.) Where applicable, Ipsos will keep and maintain a record of Processing as required under Article 30 (2) GDPR or other applicable Data Protection Legislation.

e.) Ipsos agrees to provide the Client with all reasonable assistance to respond to all requests (i) related to a Data Subject's Personal Data rights or (ii) initiated by any relevant supervisory authority.

f.) In the event that the execution of individual project parts or the entire project is carried out in accordance with the professional rules of conduct of the German associations of market, opinion and social research agencies, Ipsos shall only provide the customer with aggregated or otherwise anonymous data. In this case, the customer undertakes not to make any connection between the data provided by Ipsos and the identity of the respondents. In any case, Ipsos shall provide the customer with personal data only to the extent permitted under the applicable data protection legislation. The customer hereby agrees to use the personal data in all cases of permitted disclosure only within the scope of the respective processing purpose. If personal data are made available to the customer by Ipsos as the data controller, the customer assures that it will process the data only within the scope of the agreed purpose, that it will facilitate the exercise of data subject rights and that it will observe the agreed deletion periods.

13. OWNERSHIP

a.) Client shall own the report(s), data or other deliverables identified in the Agreement prepared by Ipsos specifically for Client hereunder (the "Deliverables"). The Deliverables shall not include, and Ipsos shall retain the exclusive ownership of the following: (i) Ipsos' trademarks, logos, copyrights and other intellectual property rights; (ii) Ipsos' know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Ipsos in connection with Ipsos' performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and (iii) all questions and questionnaires, except to the extent that Client has provided such material (collectively, „Ipsos IP“). Client acknowledges and agrees that all Ipsos IP shall remain the sole and exclusive property of Ipsos, and Client will not reverse-engineer, decompile or disassemble any Ipsos IP. Ipsos hereby grants to Client an irrevocable, non-exclusive, worldwide, royalty-free license to use any Ipsos IP that is incorporated into the Deliverables to the extent necessary for Client to use, view or access the Deliverables for Client's business purposes. Client agrees that Ipsos may maintain data, including test level and respondent level information, obtained in the course of performing Services in Ipsos' databases for industry studies, benchmarking and validation of its professional norms and standards, provided that (i) such data will only be used or disclosed in an aggregated, manipulated form, and (ii) Ipsos will never identify the source of any such data or information as that of Client. In addition, Ipsos may retain one copy of the Deliverables for archiving purposes.

b.) Notwithstanding the foregoing, to the extent that the Agreement specifies that the Services include syndicated research services and/or any deliverables will be comprised of syndicated research reports ("Syndicated Deliverables"): (i) Ipsos shall at all times retain sole and exclusive ownership rights in the Syndicated Deliverables as well as all Ipsos IP; (ii) Client may not sell, distribute, copy

or reproduce in full or in part any of the Syndicated Deliverables, without authorization from Ipsos, which Ipsos may withhold in its sole discretion; and (iii) this Agreement constitutes a revocable, non-exclusive license from Ipsos to Client to use the Syndicated Deliverables solely for internal purposes, subject at all times to the ownership rights of Ipsos set forth herein.

14. PUBLICITY AND USE OF DELIVERABLES

a.) The client may not use Ipsos's name, trademarks or logos in the public domain or towards third parties, including, without limitation, in advertising, marketing or promotional materials, press releases or press conferences (collectively, the "Public Domain") without Ipsos's prior written consent. In addition, Client shall not publish the Deliverables in the Public Domain without the prior written consent of Ipsos. Ipsos will grant consent to publication on a case by case basis if the intended publication complies with the requirements of Self Regulatory Rules, in particular if it does not distort the results, and if, in addition, no disadvantages for the client or for Ipsos are apparent.

b.) Client shall inform Ipsos prior to the commission of the Services and the execution of the Sales Order if Client intends to use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature („Litigation Purposes“). Client acknowledges that use of the Deliverables for Litigation Purposes may affect Ipsos's recommended methodological approach and study costs. In addition, if Client decides after the Services have been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain the prior written consent of Ipsos, which Ipsos may withhold in its sole discretion.

15. WAIVER

If either party fails to fully exercise any right, power or remedy under the Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of the Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.

16. SEVERABILITY

a) If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected and those provisions shall remain in full force and effect.

b) If a court or other decisionmaker should determine that any provision of the Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

17. GOVERNING LAW

The Agreement shall be governed by, and interpreted and construed in accordance with the laws of Germany without regard to conflicts of law principles that would require the application of any other law.

18. JURISDICTION

In the event of any dispute arising out of or relating to the Agreement, the parties hereby consent to the exclusive jurisdiction of the courts of the city of Hamburg, Germany.

19. ASSIGNMENT AND SUCCESSORS

Neither party may assign any rights or delegate any obligations to any third party under the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a party may assign the Agreement without the other's consent to: (a) an affiliate; or (b) to any person, firm, organization, corporation, or other entity which succeeds to the business of such party by acquisition, merger, reorganization, or otherwise. The Agreement shall inure to the benefit of and be binding upon Ipsos and its permitted successors and assigns, and Client and its permitted successors and assigns.

20. SUBCONTRACTING

Within the framework of this Agreement, Ipsos is authorized to use vendors, freelancers, subcontractors or affiliates (together "service providers") as well as standard back-office functions (including data hosting) for the partial or complete provision of Services. Ipsos may also – within the scope of the respective project – forward Confidential Information of the Client to a service provider. In particular, Ipsos is authorized to store and process project data by using cloud services. Both Ipsos and a service provider may use AI (artificial intelligence) / AI tools for the provision of services.

21. NO JOINT VENTURE

Ipsos is an independent contractor and shall not be deemed a partner, joint venturer, agent or legal representative of Client for any purpose whatsoever.

22. FORCE MAJEURE

Under no circumstance shall Ipsos be responsible to Client for failure to provide the marketing research services or for its delay in performance in accordance with the Agreement due to any event or condition, not existing as of the date of signature of this Agreement, not reasonably within the control of Ipsos as of such date, which prevents in whole or in material part the performance by Ipsos of its obligations hereunder ("Force Majeure"). Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond Ipsos' reasonable control.

23. NOTICES

Unless otherwise agreed, all notices and other communications under the Agreement shall be given in writing to the parties at the addresses appearing in the Agreement, or to such other address specified in writing to the notifying party after the date of the Agreement and shall be deemed given on the date delivered in person, or on the next business day following delivery to a reputable overnight courier for next day delivery, or on the third business day following mailing by certified mail, return receipt requested. For this purpose, each day is a "business day" that is not a Saturday, Sunday or national holiday.

24. GOVERNING LANGUAGE

English shall be the governing language of this Agreement. In the event there is a conflict between the English version and any translated version, the English version shall prevail.

25. ENTIRE AGREEMENT; SURVIVAL

The Agreement contains the sole and entire agreement between the parties with respect to its subject matter and shall not be modified except by a written instrument signed by Client and Ipsos. In the event of the termination of the Agreement, Sections 3, 4, 6, 7 through 14, 17, 18 and 23 shall survive such termination.

Valid as of September 20th 2024