

General Terms and Conditions of GfK Netherlands B.V.

Article 1. Aim; definitions

- 1.1 The aim of these general terms and conditions is to clarify what the Client and GfK can expect from one another in relation to the services provided by GfK. GfK is striving to develop a long-term partnership in a constructive collaboration with the Client.
- 1.2 In these general terms and conditions, the following terms are defined as follows:
- Service or Services:* the service or services provided by GfK, the work carried out by GfK and the products supplied by GfK to its Clients, in the broadest sense
- GfK:* the private company GfK Netherlands B.V. and its direct and indirect subsidiaries
- Intellectual property rights:* all copyrights, database rights, trade and company names, trademarks and professional titles, registered and non-registered designs, patents, expertise, rights to confidential information as well as all other intellectual property rights, wherever in the world they may apply, in the broadest sense
- Offer:* an offer, tender and/or research proposal made by GfK
- Research data:* the data, results, solutions, reports, analyses, summaries, comments, explanations and other particulars derived (or that could be derived) from the Services provided by GfK
- Client:* the party to which GfK makes or has made an Offer and/or with which GfK is entering into or has entered into an Agreement and/or to which GfK is providing or has provided a Service
- Order:* the order that the Client is providing or has provided to GfK
- Agreement:* the agreement created between GfK and the Client, further to an Offer and in combination with these Terms and Conditions
- Terms and Conditions:* the most recent version of these general terms and conditions

Article 2. Applicability of these Terms and Conditions

- 2.1 (The most recent version of) these Terms and Conditions applies to all Services provided by GfK as well as to all Offers, Orders and Agreements to which GfK is party. These Terms and Conditions have been drawn up in Dutch and in English. In the event of differences in interpretation or a conflict between the Dutch and the English version, the Dutch version shall prevail over the English version.
- 2.2 Any agreements and/or personal terms and conditions of another party that differ from these Terms and Conditions shall only apply if expressly accepted by GfK in writing in advance. Such deviations only concern and only apply to that particular Order, Service or product.
- 2.3 In the event that and insofar as any provision in these Terms and Conditions turns out not to be valid or binding, that provision shall be replaced by a provision where the content and tenor correspond as far as possible with the content and tenor of the original provision. The preceding does not affect the validity and enforceability of the other provisions in these Terms and Conditions.
- 2.4 GfK has the right to amend these Terms and Conditions either in whole or in part. Amendments enter into force on the date of entry into force announced by GfK, unless in relation to Orders already agreed and Agreements already concluded prior to that date. The Terms and Conditions that apply when the Order or Agreement was created shall continue to apply. The amended Terms and Conditions shall also apply to any subsequent orders.
- 2.5 The provisions in these Terms and Conditions plus the obligations ensuing from the Agreement between the Client and GfK which, by nature, are intended to continue to apply even after the Agreement has terminated or expired, shall retain their applicability accordingly (after-effect).
- 2.6 GfK is affiliated with MarktOnderzoekAssociatie MOA Center for Marketing Intelligence and Research. The terms and conditions of MOA, which can be referred to at www.moaweb.nl, only apply insofar as they do not differ from the provisions in these Terms and Conditions. In the event of conflict, the provisions in these Terms and Conditions shall apply.

- 2.7 GfK is also affiliated with ICC/ESOMAR. All Services are provided in accordance with the ICC/ESOMAR International Code of Market and Social Research, which can be referred to at www.esomar.org.

Article 3. Client's Information

- 3.1 Offers made by GfK are based on the information provided by the Client to GfK.
- 3.2 The Client guarantees GfK that it has provided and shall provide to the best of its knowledge all information important for the Order, as well as for the purpose, execution and completion of the Order, that such information is correct, that it is entitled to such information, that such information is free from third-party rights, that no third-party rights shall therefore be infringed as a result and that GfK may use the information for the purpose described in the Offer and subsequently in the Order and/or Agreement.
- 3.3 GfK is not liable for any loss, damage or delay resulting from or relating to incorrect and/or incomplete information provided by the Client.
- 3.4 In the event that GfK's Offer is based on information supplied by the Client and that subsequently turns out to be incorrect or incomplete, GfK has the right to charge the Client for any additional time it has spent or costs it has incurred in relation to this to the Client.

Article 4. Offers

- 4.1 GfK's offers shall apply for 30 days, unless expressly stated otherwise in writing. If an Offer has not been entirely and unconditionally accepted within 30 days, the Offer shall expire automatically.
- 4.2 An agreement has been reached between the Client and GfK, and GfK is therefore only bound by its Offer if the Client has accepted the Offer unconditionally and in writing within the aforementioned period of 30 days.
- 4.3 If the acceptance differs from the proposal included in the Offer, GfK is no longer bound by this. In that case, no agreement has been reached between the parties, unless GfK still expressly approves the amended acceptance in writing.
- 4.4 Offers do not apply automatically to future Orders, either in whole or in part.
- 4.5 All prices referred to in an Offer exclude VAT, government levies and all costs not expressly referred to in the Offer.
- 4.6 A compiled estimate does not oblige GfK to carry out part of the Order for a corresponding proportion of the specified price.

Article 5. Amendments; additional work and less work

- 5.1 GfK reserves the right to expand, shorten and/or alter its panels and to amend its prices and rates accordingly with effect from the date of expansion. In the event of premature expansion, shortening and/or alteration of the panel, the Client has the right to terminate the Agreement prematurely, unless the expansion, shortening or alteration does not result in an alteration of GfK's prices and rates.
- 5.2 In the event that the Client wishes to make changes to the purpose and/or content of the Services and/or Agreement, the Client shall consult GfK on this matter in good time. GfK shall collaborate on the changes required by the Client, provided that the Client may reasonably request such changes and agreement is reached in relation to this, as well as in relation to the consequences for the delivery time and in relation to the fee and the additional charges that could reasonably be charged or reasonably be deducted.
- 5.3 GfK reserves the right to make changes to the Agreement and/or the Services if GfK believes that this will improve the research. In the event that GfK will carry out more or less work than provided for in the Agreement as a result, GfK shall consult the Client in this regard and the parties shall reach reasonable additional agreements in relation to the consequences of such additional or less work on the agreed fee and the agreed charges.
- 5.4 Additional work to be carried out by GfK must be paid for by the Client, unless the need to carry out this additional work can be attributed to GfK. The parties shall reach reasonable agreements in relation to the level of the fee attributable to the additional work, the associated costs and the consequences of these for the delivery time.

Article 6. Testing products, spot checks or test materials

- 6.1 If the Service involves testing or using products, spot checks or test materials (including prototypes) belonging to the Client or third parties, the Client declares and guarantees that their content, packaging and labels satisfy the legislation and regulations in the areas in question, that it bears all responsibility, that it is responsible for the consequences of any liability and that it will provide a declaration of waiver of rights on the part of GfK or exclusion of liability of GfK by the respondents.
- 6.2 The Client indemnifies GfK against any form of liability, loss or damage, claims made by respondents and third parties, costs and levies, everything in the broadest sense that GfK suffers, will suffer or has suffered, either directly or indirectly, in connection with or resulting from the testing and/or use of the products, spot checks or test materials.
- 6.3 The Client shall arrange insurance against product liability, the cover for which must have been approved by GfK in advance. The Client shall prove to the satisfaction of GfK that it has paid the contribution due in the context of that insurance on time and in full.
- 6.4 GfK is not liable for the use, loss of or damage to products, spot checks or test materials once they have been provided to the respondents.

Article 7. Auxiliary persons

- 7.1 GfK has the right to involve auxiliary persons in the implementation of the Order or Agreement.
- 7.2 GfK is solely responsible for the accuracy, completeness and quality of the services provided by an auxiliary person if the auxiliary person has been brought in and paid directly by GfK. If the auxiliary person has been appointed by the Client, GfK is not responsible for the accuracy, completeness and quality of the auxiliary person's services.

Article 8. Care of GfK

- 8.1 When carrying out the Order, GfK shall practice the expertise and care to be reasonably expected of it. That does not detract from the fact that due to the specific nature of the Services, the Research Data may differ from the estimates that have been made in advance or that were expected by the Client.

Article 9. Delivery time; unforeseen circumstances; force majeure

- 9.1 GfK shall try to complete the Order within the agreed delivery time. In the event that GfK expects a delay, it shall notify the Client of this as soon as possible.
- 9.2 In the event of unforeseen circumstances that are of such a nature that GfK cannot reasonably and fairly expect the Agreement to be maintained in its current form, GfK has the right to amend or dissolve the Agreement in whole or in part, without that resulting in compensation.
- 9.3 In the event that GfK is prevented from implementing the Agreement in whole or in part due to force majeure of a temporary or permanent nature, it has the right to dissolve the Agreement without judicial intervention and without a duty to pay compensation.
- 9.4 Force majeure is also understood to mean fire, floods, epidemics, strikes, riots, uprising, terrorism, the threat of terrorism, war, the threat of war, transportation problems, extreme weather conditions, natural disasters, core disasters, government measures, import, export and transit prohibitions, failures by GfK's suppliers that are not attributable to GfK, delay in the supplying of data by one or more participants in the spot check of point of sales retailers, computer and software faults, faults in electricity, telephony, network traffic and internet connections, hacking, virus attacks, as well as all conditions under which GfK cannot reasonably be required to further fulfil its obligations ensuing from the Agreement.

Article 10. Premature termination; suspension

- 10.1 If, as a result of a cause attributable to GfK or the Client, the Order is not completed according to the corresponding agreements reached in the Agreement, the Client shall declare GfK or GfK declare the Client to be in default by registered letter, and the party in default has four weeks from the date of the postal delivery of the notice of default to complete the Order properly, in accordance with the Agreement.
- 10.2 In the event that a party requests its own insolvency, becomes insolvent, requests suspension of payment or suspends business operations, the other party has the right to terminate the Agreement with immediate effect, without prejudice to the further rights attributable to the terminating party.
- 10.3 In the event that the Client fails to fulfil its obligations ensuing from the Agreement, or fails to fulfil them sufficiently or in good time, despite notice of default subject to a period of eight days, GfK has the right to suspend its obligations from the Agreement or, at GfK's discretion, to dissolve the Agreement in whole or in part without judicial intervention, without the Client having any entitlement to compensation or guarantee and notwithstanding the rights that are further attributable to GfK.
- 10.4 In the event of dissolution as referred to in the previous paragraph of this article, GfK has the right to demand immediate payment of everything to which it is still entitled under the Agreement, as well as to claim compensation.
- 10.5 Unless there are conditions as referred to in the previous paragraphs of this article, the Agreement may not be terminated prematurely by one of the parties or otherwise.

Article 11. Terms and conditions of payment

- 11.1 All amounts in Offers and in the Agreement are exclusive of VAT.
- 11.2 Unless expressly agreed otherwise in writing, GfK has the right to charge the Client for costs incurred in the context of an Order or Agreement.
- 11.3 All of GfK's invoices are payable as of the date on the invoice and must be paid within fifteen days of the date on the invoice.
- 11.4 If an invoice has not been paid in full and on time, the Client is automatically in default without any notice of default being required. In that case, the Client is automatically owed the statutory commercial interest on the outstanding amount as referred to in Article 6:119a of the Dutch Civil Code, and GfK has the right to request payment of extra-judicial costs to the sum of 15% of the outstanding amount, with a minimum of EUR 250 per invoice.
- 11.5 The Client must notify GfK of any complaints concerning GfK's invoices in writing and stating its reasons within 14 days of the date on the invoice, failing which the Client shall be deemed to have accepted the (accuracy and chargeability of the) invoice in its entirety. In the event that the Client complains about an invoice, that shall not affect its payment or term of payment.
- 11.6 The Client relinquishes the right to settlement or discount.
- 11.7 Unless otherwise expressly agreed in writing, GfK has the right to alter the prices it adopts in an Offer or Agreement every year on 1 January based on the wage index figure (Collective Labour Agreement wages) to be published by Statistics Netherlands.

Article 12. Liability; complaints

- 12.1 GfK shall attempt to execute the Order it has been given to the best of its knowledge and ability.
- 12.2 GfK is not liable for any failures in the execution of the Order, unless they are the result of a negligence for which GfK is to blame concerning the care with which the Order has been executed.
- 12.3 The Client must notify GfK of any agreements made in respect of GfK as soon as possible, yet in any case within a year of discovering the failure or, if sooner, within a year of the Service being provided, in writing and stating its reasons, on production of evidence and specifying the requested amount, on penalty of dissolution of the Client's right to a make a claim against GfK.
- 12.4 GfK's liability is limited to the fee that GfK received for its Services in the context of the Order or Agreement in the twelve months prior to the failure. In the event of a sub-Order in the context of a framework agreement entered into by GfK with the Client, GfK's liability is limited to the fee that GfK received for its services in the context of the sub-Order in question in the twelve months prior to the failure.

- 12.5 Any liability of GfK for consequential damage and immaterial damage is excluded. Consequential damage is understood to mean damage resulting from any form of use of the Research Data by the Client or third parties, forgone profit, loss suffered, loss of data and loss of business opportunities.
- 12.6 The Client indemnifies GfK against third-party claims resulting from or relating to the Order, the Agreement and/or the Services provided by GfK.

Article 13. Intellectual property rights; use by the Client

- 13.1 Unless agreed otherwise in writing in advance, all Intellectual property rights on an Offer made by GfK as well as all Intellectual property rights on the Research Data and on research methods, tools, models and products developed by GfK and on questionnaires (whether completed or not), audio and video files and computer files, all in the broadest sense, shall remain the sole property of GfK.
- 13.2 The Research Data are solely intended for personal use by the Client. Without the prior express written consent of GfK, the Client may not supply this data to third parties, or allow a third party to use this data, or to publicise this data in any other way, either in whole or in part, in original or edited version, and not for a fee.
- 13.3 The Client shall not use, amend, distort, mutilate or exaggerate the Research Data in an improper manner, or reproduce it incorrectly or incompletely.
- 13.4 In the context of stating the source, each of the parties has the right to name the other party as service provider or Client in a subordinate manner in marketing/advertising materials (including but not limited to the website). Otherwise the parties are not entitled to use one another's name, trademark, logo or slogan without the prior express written consent of the other party.
- 13.5 After purchasing and supplying Point of Sale Retail data and contrary to the provision in paragraph 2, the Client, after a reasonable period in the context of selling his products, stating the source, is permitted to notify third parties of (a) the market size of the product group(s), if this is accompanied with a further specification of the sales channels and the units on which the decision will be made, and (b) the Client's own position within the named product group(s), without further specification of segments within the market and without further specifications of the brands stating the sales channels and the units on which the decision will be made. Reasonable period is understood to mean a period of two working days from the date of the report made by GfK in the event that GfK provides weekly reports, or a period of two weeks from the date of the report by GfK if GfK provides reports of a month or longer. The Client shall observe the most recent version of the GfK Publication Protocol in this regard.

Article 14. Privacy of respondents; protection of personal data

- 14.1 GfK and the Client shall comply with the regulations that apply to research and statistics in relation to the protection of personal data by or pursuant to legislation and regulations (including the Algemene Verordening Gegevensbescherming and the General Data Protection Regulation) and by or pursuant to self-regulation at all times. GfK and the Client shall also comply with GfK's privacy statement (at www.gfk.com/nl/privacy) at all times.
- 14.2 GfK and the Client shall respect the privacy of the respondents and panel members to be involved in the research at all times. The Client shall not attempt to discover the identity of respondents and/or of the panel members of GfK, nor shall the Client attempt to influence the respondents and/or panel members of GfK in any way.
- 14.3 In the event that the Service implies (or partly implies) that names of individuals and/or other personal data are being supplied to GfK with the purpose of managing and/or processing that data, the Client guarantees to GfK that the relevant individuals have given their consent insofar as necessary to supply their data to GfK and that the Client has the right, by virtue of legislation and regulations (including the Algemene Verordening Gegevensbescherming and the General Data Protection Regulation), to supply those data and has therefore and shall therefore observe all regulations. Insofar as necessary by virtue of legislation and regulations, the parties shall enter into a processing party's agreement in that case.

Article 15. Confidentiality

- 15.1 GfK and the Client shall observe confidentiality in relation to everything of which they become aware in relation to one another's business practices, in the broadest sense, in the context of their collaboration. This does not apply in relation to information and data that a party has obtained by means other than from the other party, nor to information that is publicly accessible.
- 15.2 The Parties shall also impose the duty to maintain confidentiality from paragraph 1 of this article on their employees and other third parties who obtain access to the information and data referred to in paragraph 1.

Article 16. Transfer of rights and obligations

- 16.1 Without the prior written consent of GfK, the Client is not free to transfer its rights and/or obligations ensuing from the Agreement with GfK to a third party. GfK may attach conditions to its consent.
- 16.2 GfK is entitled to transfer its rights and/or obligations from the Agreement with the Client to a third party. GfK shall notify the Client of such a transfer within a reasonable period.

Article 17. Dispute resolution

- 17.1 These Terms and Conditions, all Offers, on the Services as well as on all Agreements entered into by the Client and GfK and resulting further agreements, and everything directly or indirectly related or resulting from this, are governed by Dutch law.
- 17.2 Any disputes between the Client and GfK resulting from these Terms and Conditions, Offers, Services, the Agreement between the Client and GfK, resulting further agreements and everything directly or indirectly related to or resulting from this, shall be brought before the Rechtbank Midden-Nederland (Central Netherlands District Court) in Utrecht.
