



INTEGRON B.V. GENERAL TERMS AND CONDITIONS

JANUARY 2025

Article 1: Definitions

1.1 General Terms and Conditions

General Terms and Conditions governing the execution by INTEGRON of marketing advice and research Assignments. Upon request these terms and conditions will be sent to any interested party.

1.2 INTEGRON

INTEGRON BV, acting under the name and hereinafter to be called 'Integron', having its registered office at K.P. van der Mandelelaan 90 in Rotterdam.

1.3 Client

The natural person or legal person to whom Integron submits a quotation and/or who commissions Integron to perform certain duties and services within his business or organisation. In these general terms and conditions 'client' will be understood to include the other party with whom Integron has entered into an agreement.

1.4 Assignment (or agreement)

A written agreement between the Client and Integron by which Integron undertakes to perform certain duties or a specific Assignment from the Integron-organisation and within or for the benefit of the Client's business or organisation with all the attendant responsibilities and powers.

Article 2: Applicability

2.1 These general terms and conditions apply to all legal relations between the Client and Integron and form part of all offers and/or quotations and/or Assignments and/or agreements made between Integron and (potential) Clients, as well as their executions, with the exclusion of any terms and conditions used by the Client, unless Integron has explicitly accepted in writing these terms and conditions or one or several provisions thereof.

2.2 These terms and conditions may be deviated from only in writing and deviations will apply for the relevant Assignment only.

Article 3: Quotations, Offers and Agreements (Assignments)

3.1 Integron's offers and quotations are based on the information provided by the Client. All Integron's offers and quotations are without commitment. An Assignment will be deemed to have been concluded as soon as the Client has confirmed the Assignment in writing or upon the signing of an agreement.

3.2 Integron reserves the right to refuse Assignments without stating reasons and is not liable for any loss or damage arising directly or indirectly from such refusal.

3.3 Integron may charge costs for making an offer/quotation provided it has so agreed in writing with the Client.

3.4 Without its permission Integron's offers may not be multiplied or be shown to third parties.

3.5 The Client enters into every agreement on the condition precedent that the Client – at the sole discretion of Integron – is sufficiently creditworthy to perform the agreement.

Article 4: Contents and Execution of the Assignment

- 4.1** The content of the Assignment is determined by the services as recorded and described in Integron's offer or order confirmation or the agreement made between the parties.
- 4.2** Integron determines the manner in which the Assignment granted to it will be executed. Every Assignment will be governed by the international ICC/ESOMAR-Code of Marketing and Social Research Practice, insofar as not deviated therefrom in these general terms and conditions. Assignments will never be contrary to the mandatory provisions contained in Articles 1 to 18 inclusive and 24 to 29 inclusive of the international ICC/ESOMAR-Code.
- 4.3** If Integron so deems necessary or desirable, it has the right to engage third parties for the proper execution of the Assignments granted to it. The attendant costs will be charged to the Client unless otherwise agreed in writing. If Integron will engage a third party as referred to above, it will inform the Client in advance.

Article 5: Change in the Assignment

- 5.1** The Client has the right to make changes to the Assignment's scope prior to or during the execution of the Assignment. If prior to or during the execution of the Assignment it becomes clear that proper execution of the Assignment requires changes or additions to the services the parties will adjust the Assignment accordingly in time and by mutual agreement.
- 5.2** Integron will cooperate in the change(s) referred to in Article 5.1 provided it can be reasonably required to do so and agreement will be reached about this and the extra costs that within reason can be charged or within reason will be deducted. Only additional services commissioned as such will qualify for set-off. Any additional services performed by Integron will be deemed as having been commissioned by or for the Client (by a duly authorised representative) save for proof to the contrary by the Client.
- 5.3** Without prejudice to the provisions contained in paragraphs 5.1 and 5.2 Integron has the right to charge the Client for any costs arising from the following:
- if the services through no fault of Integron increase or cannot be performed normally and without interruption;
 - if government regulations become effective that were not known or could not have been known to Integron at the time of conclusion of the agreement.
- 5.4** Integron expressly reserves the right to set new conditions for the Assignment and its execution if the services are increased disproportionately.
- 5.5** If Integron must perform more or fewer services than provided for in the research platform (proposal) on which the Assignment is based, Integron will consult with the Client. The additional services to be performed by Integron will be for the account of the Client unless the necessity to perform those additional services arises from Integron's negligence. The size of the fee for the additional services in question will be determined by the parties by mutual agreement.
- 5.6** Integron may never make changes to the agreed set-up and/or contents of an Assignment without the Client's approval.

Article 6: Information Supply by Client

- 6.1** The Client warrants that all data and documents, which in Integron's opinion are necessary to execute the Assignment, or which the Client understands or reasonably should understand to be necessary, will be provided to Integron in time and in conformity with the provisions contained in the Assignment and/or agreement.
- 6.2** The Client warrants that the data and documents provided by him are correct. The Client also warrants that he has the right to use all the data and documents provided to Integron for the Assignment.
- 6.3** In the event that the data and documents required for the execution of the Assignment are not provided to Integron, or not in time, not properly or not in accordance with the Assignment and/or agreement, or contain inaccuracies, Integron will have the right to suspend execution of the agreement, without being required to pay any compensation, and to charge the Client for any additional costs arising from the delay.
- 6.4** Integron will not be liable for any loss or damage of whatever nature arising from Integron's working from the data and documents provided by the Client, unless Integron knew that these data and documents were incorrect or incomplete.

Article 7: Delivery Date

- 7.1** The Assignment will be executed within the terms set by the Assignment in consultation with the Client, unless this proves impossible. If the delivery date is expected to be exceeded, Integron will be required to consult with the Client as soon as possible.
- 7.2** The terms within which the Assignment and attendant services should be completed, should be regarded as fatal deadlines only if the parties have explicitly agreed so in writing. The expiry of a term that has not been explicitly qualified by the parties in writing as a fatal deadline will not cause Integron to be in default.

Article 8: Liability

- 8.1** Integron will render the services to its best ability, observing the care that may be expected of Integron in the given circumstances. In this context Integron is under a best-efforts duty.
- 8.2** Integron does not give any guarantees of any nature whatsoever regarding the services under the Assignment. Due to the nature of Integron's services, Integron will not be liable for any loss or damage arising from its services save in the event of wilfulness or gross negligence. If Integron will be liable on account of the liability referred to in the preceding sentence, it will be liable only for the work done by Integron itself or under the responsibility of its management. Liability for Integron's employees directed by third parties is hereby expressly excluded.
- 8.3** In the event that Integron has any liability under the provisions contained in Article 8.2, such liability will be limited to the amount of the fee that Integron has received for its services in the context of the Assignment. Integron has at all times the right, if and to the extent possible, to undo or restrict the Client's loss and damage, in which the Client shall fully cooperate with Integron. Integron's liability for any consequential loss sustained by the Client is hereby excluded.
- 8.4** If the Client grants the Assignment on behalf of a third party the Client, like the third party, will be fully liable for the obligations arising from the agreement.

- 8.5** Integron will not be liable for any loss or damage caused by acts or omissions by personnel in Integron's employment or by other persons whose services Integron uses, including advice from such persons, save in the event of wilfulness and/or gross negligence.

Article 9: Indemnity

- 9.1** The Client indemnifies Integron against any and all claims by third parties who in connection with the execution of the Assignment sustain loss or damage that within reason cannot be attributed to Integron and/or for which Integron is not liable under these general terms and conditions.
- 9.2** The Client indemnifies Integron against any and all claims of third parties that are related directly or indirectly to the execution of the services by Integron, in particular for claims by third parties on account of loss or damage caused because the Client has provided incorrect or incomplete information to Integron, save in the event of wilfulness or gross negligence on Integron's part.
- 9.3** The Client indemnifies Integron against claims of third parties with regard to intellectual property rights in the materials or data provided by the Client used in the execution of the Assignment.

Article 10 Term and Termination

- 10.1** Every Assignment/agreement is entered into for a definite period of time and will end by operation of the law by expiry of the term of the Assignment, unless expressly agreed otherwise in writing.
- 10.2** In deviation from the provisions contained in Article 10.1 Integron has the right to suspend performance of its obligation or, at its option, to terminate the agreement without prior notice of default by means of a written notice, all without prejudice to Integron's right to claim compensation and without prejudice to its other rights, if, among other things:
- The Client is declared bankrupt
 - The Client applies for suspension of payments
 - The Client's business is discontinued or liquidated
 - Prejudgment or executory attachment has been or will be levied on real and personal property, liquidities, deposits, securities and claims.
 - The Client fails to comply with one of his obligations or fails to do so properly.
 - Circumstances arise that may affect Integron's reputation and that of its employees or may otherwise cause tangible or intangible loss or damage.
 - After conclusion of the Assignment/agreement Integron becomes aware of circumstances that give Integron a good ground to fear that the Client will not comply with his obligations.
- 10.3** All claims that Integron may have or acquire in the events listed in Article 10.2 will become payable effective from the date of entry into force.
- 10.4** If Integron terminates or suspends an Assignment in accordance with one of the cause mentioned in Article 10.2 or on account of force majeure, Integron will never be required to pay any compensation to the Client and/or other interested parties.
- 10.5** In the event of a difference of opinion about the execution of the Assignment or in the absence of an inadequate basis for trust the parties will make every effort to reach agreement. If the parties fail to reach agreement, either party may terminate the Assignment prematurely. If the agreement is terminated prematurely, all Integron's claims against the Client will become payable immediately. The Client will at all

times be required to pay the final settlement. If the Agreement is terminated prematurely by the Client, Integron will also be entitled to compensation on account of the resultant loss of capacity usage, of which Integron should adduce prima facie evidence.

- 10.6** Integron reserves the right to recover at law any loss or damage sustained by it due to termination of the Assignment by the Client from the Client.
- 10.7** As soon as the Assignment has been terminated, the final settlement will be sent to the Client.
- 10.8** The Assignment shall always be terminated in writing by means of a registered letter addressed to the other party or by bailiff's writ.
- 10.9** If the Assignment is cancelled by the Client, the Client is obliged to pay 50% of the price of the amount remaining under the Assignment.

Article 11: Terms of Payment

- 11.1** The Client owes Integron a project fee (expense claim) in accordance with the provisions contained in the Assignment for the services performed under the Assignment between the Client and Integron.
- 11.2** Integron will periodically submit invoices to the Client with specified expense claims regarding the services provided. For the services to be provided and the expenses to be incurred Integron will submit advance invoices and/or interim invoices and final invoices, in a proportion in conformity with the quotation. Invoices shall be paid within 14 days of invoice, without any discount, deduction or set-off. The Client does not have the right to suspend its payment obligations.
- 11.3** Payment shall be made in euros by means of a transfer to a bank or giro account to be designated by the Client. Only payments to Integron itself will constitute a valid discharge.
- 11.4** All rates quoted by Integron are exclusive of the statutory VAT and exclusive of travelling and accommodation expenses.
- 11.5** Integron reserves the right to adjust its prices annually by a maximum of 4%. This price increase applies to both existing contracts and new assignments entered into after the end date of the respective year. Integron will inform its clients of the intended price adjustment via email no later than November 30 of the respective year, in preparation for the following year.
- 11.6** If the Client does not pay within the term specified in Article 11.2, the Client will be in default by the mere expiry of that term without a notice of default being required. In that case the Client will owe Integron interest at 1.5% per month on the outstanding invoice amount due from the due date until the date of payment in full, without prejudice to Integron's right to compensation based on the law.
- 11.7** If the Client does not make payment within the terms specified in Article 11.2, Integron will have the right to terminate the Assignment with immediate effect and to cease its services under the Assignment with immediate effect, while retaining all rights arising from the Assignment.
- 11.8** Any judicial and extrajudicial costs of recovering and collecting payments not received by Integron in time from the Client will be paid in full by the Client. The compensation of extrajudicial costs of collection has been set at 15% minimum of the principal sum due.

- 11.9** Payments by the Client serve primarily as payment of the interest payable by the Client as referred to in Article 11.5 and of the judicial and extrajudicial costs referred to in Article 11.7 and will then be deducted from the oldest outstanding claim.
- 11.10** Without prejudice to the provisions contained in Article 11, Integron will at all times have the right to demand some form of security of the Client for any current or future sums due by the Client in the context of the Assignment.

Article 12: Intellectual Property

- 12.1** All rights in the following (research) materials remain with the Client/will be transferred to the Client;
- questionnaires, instructions, specifications, data files and other information provided by the Client.
 - the outcome of the market survey – in the form of reports and advice, etc. – if the Assignment is a custom-made survey on condition that the Client will have paid the relevant amount due. In this context custom-made survey will be understood to mean all research activities that are executed specifically or solely for the Client, both in terms of quality and of quantity.
- 12.2** The Client may not without Integron's permission disclose to third parties (any part of) the material referred to in Article 12.1.
- 12.3** All rights, including the copyright, in the research materials referred to below vest in and will remain with Integron:
- research proposals, cost estimates, quotations, etc.;
 - all research material made by Integron, such as models, techniques, questionnaires, instruments and software;
 - the outcome of the market survey in the form of reports, advice, etc. if the Assignment concerns multi-client studies. In this context multi-client studies will mean all market research activities, both in terms of quality and quantity, that are conducted in the context of research, insofar as the data have been provided by and/or are available to more than one Client.
- 12.4** The Client may not disclose (any part of) the material referred to in Article 12.3 to third parties without Integron's permission. The Client may reproduce the material referred to in Article 12.3 sub c for internal use and use the same internally.

Article 13: Privacy

- 13.1** Integron processes personal data of and on behalf of the Client during the execution of the Assignment. For this purpose, Integron has drawn up a privacy statement and data processor agreement. These are separate documents in addition to these General Terms and Conditions.

Article 14: Confidentiality

- 14.1** Both during the term of the Assignment and after expiry Integron will treat as strictly confidential all matters concerning the Client and the business(es) associated with the Client of whose confidential character Integron may be expected to be aware.
- 14.2** Integron will explicitly impose this duty of confidentiality on its employees

- 14.3** All parties involved in the Assignment will be required to observe confidentiality with regard to all confidential information that they have obtained from each other or from other sources in the context of the Assignment. Information will at any rate be confidential if so qualified by the other party or if such arises from the nature of the information.
- 14.4** The duty of confidentiality will not apply if either party pursuant to a provision of law or a court order will be required to provide such information.

Article 15: Final Provisions

- 15.1** Deviations and additions to the Assignment will be valid and binding only if agreed in writing.
- 15.2** If the parties for a shorter or longer period of time tacitly allow deviations from these general terms and conditions on any point and/or part, Integron's right to demand immediate and strict compliance with these general terms and conditions will not be affected. The Client may never enforce any rights based on the fact that Integron applies one or several points and/or parts of these general terms and conditions in a broad sense.
- 15.3** If one or several provisions of these general terms and conditions or any other agreement are in conflict with any applicable mandatory provision, the conflicting provision will lapse and be replaced by a similar provision to be determined by Integron that is legally allowed.
- 15.4** Assignments and agreements to be concluded pursuant to these general terms and conditions will always be governed by Dutch law exclusively. Any dispute that cannot be resolved by mutual agreement will be submitted to the competent court of Rotterdam.

Article 16: Entry into Force

- 15.1** These general terms and conditions entered into force on January 1, 2023 and supersede any prior general terms and conditions.