

## GENERAL TERMS AND CONDITIONS OF SERVICES

The purpose of these General Terms and Conditions of Services is to define the conditions under which Norstat France, a simplified joint-stock company with a share capital of €100,000, having its registered office at 29 rue Blanche, Paris (75009), registered with the Paris Trade and Companies Register under identification number 822 867 354, and VAT number FR89822867354 (the "Company"), provides data collection services to its clients upon request by any means.

Any order for services implies acceptance by the Client of these General Terms and Conditions of Services.

### PRELIMINARY ARTICLE - DEFINITIONS - RULES OF INTERPRETATION

#### 0.1. Definitions

The terms and expressions starting with a capital letter, when used in this Contract, have the following meanings:

- **"Client"** means the party as defined in the Quotation.
- **"Contract"** means the agreement as defined in Article 1.
- **"Quotation"** means the document as defined in Article 1.
- **"Document(s)"** means the materials as defined in Article 8.
- **"Incentive"** means the remuneration as defined in Article 3.2.
- **"Confidential Information"** means the information as defined in Article 10.
- **"Business Day(s)"** means any day of the week except Saturday, Sunday, or a public holiday in France under Article L.3133-1 of the French Labor Code.
- **"Panelist(s)"** means the individual(s) participating in a data collection project through, for example, the Questionnaires.
- **"Party(ies)"** refers to both the Client and the Company.
- **"Service(s)"** refers to the activities defined in Article 1.
- **"Questionnaire"** refers to the survey as defined in Article 3.2.
- **"Company"** refers to Norstat France as stated in the preamble.
- **"Incidence Rate"** means the ratio as defined in Article 3.3.
- **"Third Party"** means any natural or legal person not a Party to this Contract.

#### 0.2. Rules of Interpretation

The following rules apply to the interpretation of this Contract:

- (a) The titles of the articles and annexes are for convenience only and do not affect the interpretation of the Contract.
- (b) The use of terms such as "including," "in particular," or "notably" implies that the enumeration following them is not exhaustive.
- (c) The term "or" is not exclusive.
- (d) Definitions for singular terms also apply to their plural forms and vice versa. Similarly, gender references apply equally to masculine and feminine forms.
- (e) Deadlines expressed in days, months, or years must be calculated in accordance with Articles 640 to 642 of the French Code of Civil Procedure.
- (f) Any reference to a Party includes references to its heirs, successors, and assigns.
- (g) Any reference to a document refers to that document as it may be amended or replaced (provided the amendment does not breach this Contract).

## **ARTICLE 1 - CONTRACTUAL DOCUMENTS - DECLARATIONS AND WARRANTIES**

### **1.1. Contractual Documents**

The contractual documents are:

- The Quotation prepared by the Company (the "Quotation") relating to the performance of various services for the Client (the "Service(s)"); and
- These General Terms and Conditions of Services.

Together, these documents form the agreement between the Parties (the "Contract").

In the event of a conflict between one or more provisions of the aforementioned documents, the higher-ranking document shall prevail.

### **1.2. Declarations and Warranties**

The Client declares to be a professional as defined by consumer law, entering into the Contract exclusively for professional purposes.

The Client further declares and guarantees to the Company as follows:

- The execution of the Contract does not violate (i) its articles of incorporation or any contractual obligation, law, or regulation applicable to it, (ii) a court decision or arbitral award (provided it was notified prior to this Contract's effective date), or (iii) an administrative, judicial, or regulatory decision (provided it was notified prior to this Contract's effective date).
- The Client is not in a state of insolvency nor subject to any preventative or restructuring measures as provided by Book VI of the French Commercial Code or equivalent measures under applicable law.
- The subject matter, content, and nature of the Services requested from the Company do not breach public order or morality, provoke Third-Party objections, or violate applicable laws. The execution of the Services by the Company does not guarantee their legality, for which the Client remains solely responsible.
- The execution of the Contract constitutes a valid and binding obligation.

If an event arises that directly or indirectly affects the above declarations and warranties, the Client agrees to notify the Company promptly using any means, with confirmation via registered mail with acknowledgment of receipt.

**ARTICLE 2 - ORDER PLACEMENT TERMS**

Orders are only confirmed upon acceptance of the Quotation by the Client, which must specify:

- The definition and descriptions of the Services to be performed;
- The number of Business Days dedicated to performing the Services; and
- The financial terms (price, currency, payment terms).

The Client unreservedly accepts the possibility for the Company to change, at any time and without notice, the personnel or technical service provider responsible for performing the Services, notwithstanding any specific indication in the Quotation.

The Client cannot impose any modifications to the Services without the Company's agreement, which may condition acceptance on a price adjustment. Consequently, any modification, notably regarding the Incidence Rate, quotas, duration of data collection activities, or the number of Panelists to be solicited, must be approved by the Company, which reserves the right to request a price adjustment.

## ARTICLE 3 - SERVICE PERFORMANCE TERMS

### 3.1. Scope of Services

The Company is obliged to perform only the Services explicitly stipulated in the Quotation, excluding any other services.

As such, the Client is responsible for ensuring, prior to entering the Contract, that the Services specified in the Quotation meet their expectations. The Company shall not be held liable for assessing the Client's needs or verifying the alignment of those needs with the agreed Services.

### 3.2. Preparation and Submission of the Questionnaire

According to the terms of the Quotation, the Company prepares the questionnaire delivered to the Panelists (the "Questionnaire").

If the Questionnaire is:

- Provided by the Client, the Client must ensure it meets the Company's qualitative and technical requirements. Failing this, the Client assumes full responsibility for any consequences; or
- Prepared by the Company, it will be submitted to the Client for validation.

The average length of the Questionnaire is specified in the Particular Conditions ("LOI - Length of Interview"). If the average length exceeds the specified duration by more than one (1) minute, the Company reserves the right to request a price adjustment.

Unless expressly stipulated in the Quotation, the method of submitting the Questionnaire to Panelists is at the Company's discretion. Consequently, the Company is not obliged to provide any compensation to Panelists for participating in the Questionnaire (the "Incentive").

If the Quotation expressly specifies that an Incentive will be provided to participating Panelists, the Company has full discretion over the content and distribution of the Incentive.

If the Company uses a website or application to administer the Questionnaire to Panelists, no intellectual property rights over these pages or applications will be transferred. The Company simply provides access for the purpose of delivering the Services.

The design and functionality of such websites or applications are determined solely by the Company.

### Recruitment for Qualitative Studies

For qualitative studies (such as focus groups, in-depth interviews, or other qualitative research activities), the Company manages participant recruitment according to the criteria defined in the Quotation. Recruitment quality depends on the information provided by the Client. If no explicit criteria are provided, the Company reserves the right to determine recruitment methods based on its internal standards.

If an Incentive is offered for participants in qualitative studies, the Company determines its nature, value, and distribution method, unless otherwise specified in the Quotation. Additionally, the Company does not guarantee the actual participation of recruited individuals in case of cancellations or unavailability but will strive to replace them within reasonable timeframes and resource limits.

### 3.3. Incidence Rate and Other Data

The incidence rate specified in the Quotation (the "Incidence Rate") is non-binding.

The Incidence Rate provided in the Quotation is based solely on estimates. However, the Parties explicitly agree that if the Incidence Rate falls below the specified rate by one (1) percentage point, the Company reserves the right to request a price adjustment.

Additionally, if the Client requests changes to target groups, quotas, sample sizes, markets (countries), or interview durations (LOI), including those necessary for service delivery, the Company reserves the right to request a price adjustment.

Unless otherwise specified in the Quotation, the sample of Panelists is provided by the Client. Failing this, the Company is free to compose the sample as it sees fit.

### **Recruitment and Data for Qualitative Studies**

For qualitative studies (such as focus groups, in-depth interviews, or other qualitative activities), participant recruitment criteria are determined according to the Quotation. If these criteria are modified after acceptance of the Quotation (e.g., quotas, target profiles, geographic location), the Company reserves the right to request a price adjustment.

If the sample of participants is provided by the Client, the Client guarantees the accuracy and relevance of the provided data. In the absence of explicit data, the Company will handle recruitment based on its internal standards and available information. The Company cannot be held responsible for lower participation rates or unforeseen cancellations but will endeavor to optimize recruitment to meet service needs.

### **3.4. Data Delivery Terms**

Unless expressly stipulated in the Quotation, the Company delivers anonymized service results in Excel format and SPSS formats (.sav, .dat, .asc, and Triple S), potentially including flat tabulations.

The Company is not required to provide any personal data related to Panelists.

Presenting subtotals, grouping scores, cross-tabulations, Net Promoter Scores, column averages, statistical significance tests, or specific data treatments (ANOVA, regression, PCA, AFC, ACM, AFM, tradeoff analyses) is only performed if expressly stipulated in the Quotation.

The Company does not, unless expressly stated in the Quotation, interpret or analyze the delivered results. Where such interpretation or analysis is contractually agreed upon, the Company does not guarantee accuracy due to numerous parameters affecting data collection.

### **3.5. Client Communication**

Throughout the duration of the Contract, the Client commits to providing the Company with all data and information necessary for the proper execution of the Services, upon the Company's simple request.

This data must be precise, complete, and up-to-date to enable the Company to perform the Services in accordance with professional standards.

Furthermore, the Client agrees to promptly inform the Company of any major events or significant information that could impact the Services.

**ARTICLE 4 - PRICING**

The Services are provided at the rates specified in the Quotation.  
The rates are exclusive of taxes.

## ARTICLE 5 - PAYMENT TERMS

### 5.1. Payment Methods

Unless otherwise specified in the Quotation, the price is payable in full in a single payment, within thirty (30) calendar days from the invoice issuance date. Invoices are issued on the day of the first delivery of the Services and must be paid by bank transfer.

No discount will be granted by the Company for early payment before the invoice due date or within a period shorter than that specified in the Quotation.

### 5.2. Payment Default

Without prejudice to any potential damages, the Client's failure to pay any amount due by its due date will automatically result in:

- The application of late payment interest at a rate equal to three (3) times the legal interest rate, starting from the first day of delay, along with additional bank and administrative fees;
- Immediate enforceability of a flat-rate indemnity of €40 for recovery costs in accordance with Article D. 441-5 of the French Commercial Code. If the actual recovery costs exceed this flat-rate indemnity, the Company reserves the right to claim additional compensation upon presentation of the corresponding supporting documents;
- Immediate enforceability of all amounts owed by the Client to the Company, without prejudice to any other action the Company may take against the Client.

In case of non-compliance with the above payment terms, the Company also reserves the right to suspend or cancel the provision of Services ordered by the Client and to reduce or cancel any discounts granted to the Client.

### 5.3. Absence of Compensation

Unless explicitly agreed upon in advance and in writing by the Company, and provided that reciprocal claims and debts are certain, liquid, and due, no compensation may be made by the Client between potential penalties for late delivery of Services or non-compliance with the order, on the one hand, and amounts owed by the Client to the Company for the ordered Services, on the other hand.

**ARTICLE 6 - SERVICE DELIVERY DATES AND LOCATIONS****6.1. Service Delivery Dates**

The Services ordered by the Client will be provided within the timeframes and on the dates specified in the Quotation. These timeframes are indicative and not contractual.

In any case, the Company cannot be held liable for delays or suspensions in the provision of Services attributable in whole or in part to the Client or due to force majeure.

**6.2. Service Delivery Locations and Travel**

Unless otherwise indicated in the Quotation, the Services will be performed at the Company's premises or any other location designated by the Company.

If the Quotation specifies that the Services will be performed at the Client's premises, the Client must have the necessary rights to these premises to allow the Services to be executed. Furthermore, the Client must ensure that the premises are suitable for the nature of the Services and the audience concerned (e.g., adequate equipment, safety).



## ARTICLE 7 - LIABILITY

### 7.1. Purpose of the Services

The Company's role is limited to performing the Services.

The Company freely determines the working methods and criteria for developing the advice and recommendations it provides, which are not subject to challenge on any grounds or by any Party.

The Company cannot be held liable in the execution of the Services for:

- Any obligation of result; it is only bound by a best-efforts obligation;
- Ensuring the legality of the Services' purpose or the Questionnaire's content under any national or foreign regulations;
- Guaranteeing an increase in the Client's commercial activities;
- Advising on any operational decisions regarding the Client's business management.

As a result, the Client assumes full responsibility for the direct or indirect consequences of applying the Company's advice and recommendations without being able to hold the Company liable on any grounds.

### 7.2. Information and Data Provided

The Client guarantees that the information and data provided will not breach public order or morality, provoke objections from Third Parties, or contravene applicable laws.

Consequently, if the Company is implicated, for any reason and in any country, by a Third Party based on intellectual or industrial property rights related to elements provided by the Client, the Client agrees to fully indemnify the Company for all direct and indirect economic and financial consequences (including legal and defense costs) arising from such claims.

The Company shall not be held liable for any corruption, inaccuracy, or falsity (partial or total) of the information provided by the Client for the performance of the Services.

The Client is responsible for ensuring the transmission of information and data to the Company. The Client cannot blame the Company for non-receipt or loss of transmitted data on any grounds. The Client must retain a backup copy of the transmitted data.

### 7.3. General Provisions

The Company shall not be held liable for delays or non-performance of this Contract caused by force majeure, as defined by French jurisprudence.

Under no circumstances shall the Company be held liable for indirect or unforeseeable losses or damages suffered by the Client or Third Parties. This includes, but is not limited to, lost profits, commercial damage, loss of revenue, loss of customers, or loss of opportunity, regardless of the cause or legal basis.

If the Company's liability is engaged, it shall be limited to the amount paid by the Client, excluding taxes, for the Services provided.

**ARTICLE 8 - INTELLECTUAL PROPERTY**

Unless otherwise specified in the Quotation, the Service Provider transfers to the Client the intellectual property rights it holds over the Services. This transfer of intellectual property rights is conditional upon the Client's full compliance with all the provisions of the Contract, including financial terms.

As a result, in the event of payment default, the Client cannot claim any intellectual or industrial property rights over the Services or their use. Any such use, in whole or in part, would render the Client liable.

The aforementioned transfer of rights does not include data related to Panelists or Confidential Information.

## ARTICLE 9 - DATA OWNERSHIP

### 9.1. Ownership of Data

The Client retains ownership of all data communicated under the Contract.

If the data transmitted by the Client includes personal data, the Client agrees to comply with all applicable obligations, particularly under Law No. 78-17 of January 6, 1978. In this respect, the Client guarantees the Company against any claims, complaints, or actions related to the handling of such data.

The Company will process this data solely to provide the Services.

The Client agrees to:

- Demonstrate, notably to the Company, that the individuals concerned by the collection of their personal data have freely given their consent; and
- Comply with all provisions of Regulation (EU) 2016/679 of April 27, 2016 (GDPR) and applicable national laws on the processing of personal data.

### 9.2. The Role of the Company

For the purposes of personal data processing, the Company acts solely as a data processor for the Client under Regulation (EU) 2016/679 of April 27, 2016 (GDPR).

As such, the Company does not determine the purposes or means of processing personal data. Personal data is processed by the Company only on documented instructions from the Client, including regarding transfers to Third countries or international organizations, unless required by Union or national law. In such cases, the Company will inform the Client of this legal obligation unless prohibited by law for reasons of public interest.

If the Company believes an instruction violates GDPR or any other applicable law on data protection, it will promptly inform the Client.

### 9.3. Confidentiality, Security, and Collaboration

The Company commits to ensuring the following obligations are respected concerning personal data by its personnel and any subcontractors:

- Not to make copies of documents and information provided, except as necessary to perform the Contract or with the Client's prior agreement, and generally to maintain the confidentiality of personal data.
- To implement all security measures required under Article 32 of GDPR, considering current knowledge, implementation costs, the nature, scope, context, and purposes of processing, as well as risks of varying probability for the rights and freedoms of individuals.

Additionally, the Company agrees, for the duration of the Contract, to:

- Assist the Client, as much as possible, in meeting all obligations related to requests by data subjects exercising their rights under Chapter III of GDPR, including access, rectification, erasure (right to be forgotten), restriction of processing, objection, and data portability.
- Notify the Client by email of any personal data breach upon discovery, accompanied by all relevant documentation to enable the Client to notify the competent supervisory authority if necessary.

### 9.4. Third-Party Subcontractors

The Client authorizes the Company to engage subcontractors of its choice for the execution of the Contract.

The Company ensures that such subcontractors are subject to the same data protection obligations as the Company under the Contract. If the subcontractor fails to meet these obligations, the Company remains fully responsible to the Client for the subcontractor's compliance.

**9.5. Data Retention Period**

The Company agrees to comply with applicable data protection laws concerning the retention period for data collected during market research activities. Personal data is retained only for the time necessary to fulfill the purposes for which it was collected, in compliance with applicable laws and regulations. After this period, it will be securely deleted or anonymized.

**ARTICLE 10 - CONFIDENTIALITY**

For the purposes of this Contract, "Confidential Information" refers to all information or documents disclosed by one Party to the other, either in writing or orally. This includes, but is not limited to, written or printed materials, design models, trade secrets, know-how, financial or commercial documents, calculation models, or any means chosen by either Party to disclose such information.

However, "Confidential Information" does not include:

- (i) Information that is or becomes publicly available other than through a breach of this Contract;
- (ii) Information disclosed to one Party by a Third Party not affiliated with the other Party or its representatives;
- (iii) Information independently developed by one Party without using the Confidential Information of the other Party; or
- (iv) Information disclosed to the public with the mutual agreement of both Parties.

For the duration of this Contract and for two (2) years following its termination, the Parties agree not to disclose Confidential Information in any manner without prior written consent from the other Party. They commit to:

- Protecting and treating Confidential Information with the same degree of care as their own confidential information of similar importance.
- Disclosing Confidential Information internally only to employees or subcontractors when strictly necessary for Contract execution.
- Not copying, reproducing, or duplicating Confidential Information without the specific authorization of the other Party. Any copies must be returned upon request.

If a Party is legally obligated to disclose Confidential Information to a Third Party, such disclosure is permitted.

**ARTICLE 11 - COMMUNICATION**

The Client grants the Company the right to communicate, by any means and on any medium (including the use of the Client's logo or brand), the existence of their commercial relationship for a period of ten (10) years from the effective date of this Contract.

As a result, the Client cannot claim any compensation for the use of their logo or brand in the Company's promotional materials.

**ARTICLE 12 - DATA PROTECTION AND PRIVACY**

The Client has, in accordance with the provisions of Law No. 78-17 of January 6, 1978, and Regulation (EU) 2016/679 of April 27, 2016 (GDPR), the right to access, modify, rectify, and delete any data concerning them. To exercise this right, the Client may contact the Company at the following address: Norstat France, 29 rue Blanche, Paris (75009), or by email at: [dpo@norstatgroup.com](mailto:dpo@norstatgroup.com). The Client's request will be processed within thirty (30) days.

The personal data collected by the Company during the execution of the Services is intended solely for this purpose and may be shared with Third Parties, such as subcontractors, as needed for the Contract.

The Client's data will also be used to improve and personalize communications, including newsletters to which the Client may subscribe. The Client may request to unsubscribe from any newsletter at any time.

The Company stores the Client's personal data on its servers and commits to maintaining strict confidentiality. This data will be retained for a period of two (2) years following the termination of the Contract, regardless of the reason. After this period, the data will only be kept as an archive to establish proof of a right or contract, in accordance with the French Commercial Code provisions regarding the retention of commercial records.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

### 13.1. Severability

If any provision of this Contract is deemed invalid or unenforceable by a competent court, the validity of the other provisions shall not be affected. The Parties will negotiate in good faith to replace the invalid or unenforceable provision with one that achieves the same economic effect.

### 13.2. Independence of the Parties

The Parties expressly declare that they are and will remain, for the entire duration of the Contract, independent professional and commercial partners.

The Parties expressly declare that this Contract does not establish a legal entity, joint venture, or de facto company between them.

### 13.3. Subcontracting

The Parties agree that the Company may use any subcontractor of its choice for the performance of this Contract, without prior notice to the Client.

### 13.4. Non-Exclusivity

This Contract is not exclusive and does not prevent the Company from entering into similar agreements with other individuals or entities under terms the Company deems appropriate.

### 13.5. Non-Solicitation of Personnel

For the duration of the Contract and for two (2) years following its termination, regardless of the reason, the Client agrees not to solicit or hire any employees, subcontractors, or corporate officers of the Company or its subsidiaries.

Consequently, the Client agrees not to use the services of these individuals during this period without the explicit, prior written consent of the Company.

### 13.6. Right of Withdrawal

In accordance with Article L. 221-3 of the French Consumer Code: "The provisions of Sections 2, 3, and 6 of this chapter, applicable to relationships between consumers and professionals, also apply to contracts concluded off-premises between two professionals, provided that the subject of these contracts does not fall within the primary scope of the solicited professional's activity and that the solicited professional employs five (5) or fewer employees."

As such, if the Client meets these criteria, they have a right of withdrawal for fourteen (14) days from the conclusion of the Contract, as per Article L. 221-18 of the Consumer Code.

However, the Client expressly requests the immediate execution of the Contract and waives their right of withdrawal in accordance with Article L. 221-28, paragraph 1 of the Consumer Code. Consequently, the Client cannot withdraw from their commitment.



**ARTICLE 14 - GOVERNING LAW AND LANGUAGE**

By mutual agreement, this Contract shall be governed by French law.

This Contract is written in French. If it is translated into one or more other languages, only the French text shall be authoritative in case of dispute.

**ARTICLE 15 - CLIENT ACCEPTANCE**

These General Terms and Conditions of Services and the Quotation are expressly accepted by the Client, who acknowledges having a full understanding of them.

As a result, the Client waives the right to invoke any contradictory document, including their own general purchasing conditions, which shall be deemed unenforceable against the Company, even if the Company was aware of them.

**ARTICLE 16 - DISPUTES**

Any dispute arising from the interpretation, execution, non-performance, or consequences of the Contract shall be submitted, in the event of litigation, to the jurisdiction of the Paris Commercial Court.