



Terms & Conditions of the service

Unless otherwise set forth in a signed agreement between you (Client) and Global Fieldwork Solutions (hereinafter GFS), the following sets forth the terms of your order from GFS.

1. General. The pricing and timing estimates provided in this quote are based on the project scope, survey materials, information and project details provided by you to GFS as of the date of this quote. All pricing and timing estimates may be subject to change based on the final project specifications and/or final survey materials submitted. In addition, any changes during fielding, including but not limited to actual incidence, length of the interview, response or drop out rates that exceed expected rates, modifications to quotas and modifications to deliverables and/or timelines, may result in pricing and timing changes.

2. Quote acceptance. This quote is valid for 30 days from the date issued. It may be extended with GFS's agreement.

3. Translation. Industry best practice is to translate the questionnaire into the local language of the participants. GFS's translation prices are estimates for translation of the questionnaire only (translation of respondent answers is not included unless otherwise specified). Actual translation prices will be calculated based on the final word count and other factors. In the event Client elects not to translate the survey instrument into local language, Client agrees and acknowledges that GFS shall have no liability to Client for the survey response data quality, and Client shall be obliged to make full payment to GFS for all completes and services in connection with such survey.

4. Change fees. We understand your project schedules can change. With that in mind, GFS has a very simple reschedule policy: please give us 24 hours advance notice. We will undertake reasonable efforts to accommodate your requested re-schedule date providing we have available capacity. If not, we will offer you the first available opening. If you require a timeslot that is not available, we will shift resources to accommodate your timeline. There may be an additional charge for this request. If a previously confirmed project is cancelled or rescheduled on the day of the project, a fee may be assessed based upon the amount of scheduled resources for that day and/or work previously completed.

5. Collection of Personal Data Client acknowledges and agrees that GFS will not disclose or permit the collection of PII of respondents or any respondent identifiable information ("RII") to Client, except in specifically described research situations, such as validation or modeling, permitted by and in accordance with generally accepted professional industry standards and practices applicable to GFS's industry, applicable law(s), and GFS's privacy policy. Client hereby expressly acknowledges and agrees that Client is not permitted or allowed to collect or receive RII of or about GFS sourced respondents unless: (i) GFS provides its express prior written consent to such collection or receipt, which consent may be withheld, delayed, conditioned, or denied in GFS's sole discretion, and (ii) the Parties execute a separate written agreement, the form of which shall be provided by GFS. Client further agrees that respondents shall not be re-contacted by the Client except as may be necessary in furtherance of a preexisting business relationship between Client and the respondent(s).

6. Minimum Order. Minimum purchase is 1,500 € (or local currency equivalent). For projects with actual fees incurred less than 1,500 €, such projects will be invoiced at 1,500 €.

7. Long terminates. GFS may in its discretion assess an additional fee for long terminates. GFS may charge the greater of the following: 50% of the per complete charge if the respondent terminates or screens out 5 minutes or later into the interview or 100% of the per



complete charge if the respondent terminates or screens out halfway or more through the quoted length of interview.

8. Payment. All prices exclude tax and payment terms are net 30 natural days from invoicing. Unless otherwise determined by local law, undisputed past due amounts will accrue interest at a rate of three percent (3%) per month. The Parties acknowledge and agree that the project information contained in this quote may change or be modified during the course of the project. The final invoice delivered shall reflect actual services provided and shall include all modifications and fees as set forth above.

9. GFS offers programming and hosting professional services as well as online, telephone and personal interviewing through its wholly-owned resources and/or through its approved partners or providers. For all services performed by GFS hereunder, GFS shall determine in its discretion which GFS partners or providers shall perform such services. If Client, directly or through a third party agent, elects to program and/or host an online project, Client agrees as follows: (i) that secure end links with an encryption token ("Secure Links") will be used and in the event Client fails to use Secure Links, GFS may seek reimbursement from Client for any respondent reward/incentive payments made in connection with fraudulent completed surveys; (ii) survey links shall permit eligible respondents to complete the correct survey; (iii) stable servers with adequate capacity will be used, an interactive interviewing system capable of linking GFS provided respondent IDs to questionnaires and back to the GFS URL will be used, and a graphic interface compatible with GFS (JPG background provided) will be used; and (iv) no client or client-agent hosted survey content does or will contain any viruses, malware, or suspicious scripts. If GFS believes there is any actual or suspected Malware, GFS has the right to suspend the project until the issues are resolved.

10. Confidentiality. The parties shall hold in confidence any information and material it receives from the other party which is related to the other's business or is designated by the disclosing party as proprietary and confidential. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; (iv) is independently developed by the receiving party without reliance on the disclosing party's confidential information. Each party hereby covenants that each shall not disclose the other party's confidential information to any third party without prior written authorisation of the other. In the event GFS is contacted by a member(s) of the press seeking comment upon alleged violations of applicable law(s) arising from survey content provided or supplied by or on behalf of Client, GFS may, upon notice to Client, provide Client's name and contact information to such enquiring party or parties, without giving rise to a violation of this Section.

11. Ownership

(i) For any data collection services performed by GFS and/or for any surveys hosted by GFS, the parties agree that GFS and Client shall jointly own all right, title and interest in survey responses collected by GFS and/or any additional data collected from respondents via GFS's platform.

(ii) Except for Client provided sample and Client provided questionnaires, the sources; the respondents; the respondent communities; respondent identifiable information; techniques; technology; methodologies; concepts; inventions; suggestions; creative ideas; plans; drawings; blueprints; computer software designs; models or systems; prototypes; research



designs; questionnaire forms (unless provided by Client); methods of processing questions; system of analysis; software, technology, and/or computer programs provided and/or used by GFS in connection with this project/order; tabulating cards; computer tapes; disks; and any other data record formats; are and will remain the sole and exclusive property of GFS and in no event shall Client obtain or receive any right, title, interest, and/or license in and/or to any of the foregoing.

(iii) Notwithstanding anything contained in these terms to the contrary, in no event shall deliverables (client owned work product) include PII of GFS sourced research participants, even if such PII is included in the survey responses, data and/or reports/records.

12. Tagging; Aggregating Data.

(i) Except with the prior express written consent of GFS, which consent may be conditioned, withheld, or denied in GFS's sole discretion, Client hereby expressly agrees that Client will not, directly or indirectly,:

(a) write, set or drop any cookie, pixel, or related or similar technology on the computers or devices of respondents sourced through GFS ("GFS Sourced Respondents") for the purpose of tracking the activity of respondents across the internet, across multiple surveys, across multiple platforms, or across multiple devices or computers; or

(b) Access a computer or device of any GFS Sourced Respondent to read any cookie or other similar or related technology, or to access and/or collect information stored on or within the device or computer.

(ii) Except (a) with the prior express written consent of GFS, which consent may be conditioned, withheld, or denied in GFS's sole discretion, or (b) in connection with a tracker survey under or in connection with a project; Client will not use any individual respondent level data from two or more survey projects or studies to build, create, develop, update, augment or supplement any file, list, or database, whether for the benefit of Client or any third party.

13. Miscellaneous.

(i) Client obligations. Client agrees that it shall comply with all applicable laws and regulations in connection with the research project that is the subject of the quote, statement of work or other project specific document provided by GFS, and client agrees that the primary purpose of the interview is market research. Client further agrees that (a) if it provides personal data to GFS, including but not limited to electronic mail addresses and/or telephone numbers to GFS, either client or client's customer has permission from the individual(s) to share such information with GFS for the purpose of conducting online surveys and/or market research; and in the event Client provides telephone or online sample to GFS that is sourced from a third party, Client represents and warrants that such third party permits the sharing of such sample with GFS and permits the use of the sample by GFS on behalf of Client as set forth in the Agreement and/or Proposal; and (b) in the event Client uses GFS to collect data in connection with an online or telephone survey and such survey includes respondents who reside in Russia, such survey shall not solicit any personally identifiable information (PII) from such respondents.

(ii) Client indemnity. Client shall indemnify, defend, and hold harmless GFS and its parents, subsidiaries, and affiliates and its and their respective members, managers, shareholders, directors, officers, employees and agents from and against any and all liability, losses, damages, claims, causes of action, awards, judgements, and fees and costs (including



reasonable attorneys' fees and court costs) incurred by GFS, arising out of or related to: (i) Client's violation of applicable laws, codes, regulations, rules, and requirements; (ii) Client's negligent acts or omissions or willful misconduct and/or breach of its obligations set forth herein; and/or (iii) any product or service supplied or provided by or on behalf of Client to survey respondents for use or testing in connection with the project.

(iii) Limitation on liability. Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages (including, without limitation, lost profits) regardless of whether a Party is informed of the possibility the same may exist. Client hereby expressly excuses GFS from any claim or liability derived in whole or in part from: (i) Client's use of, interpretation of, and/or reliance on the survey data or responses received or collected in connection with GFS's services, and (ii) actions, activities, or conduct of the survey respondents. Except for Client's indemnification obligation and Client's violation(s) of applicable laws, the total aggregate liability of each Party shall be limited to the amounts due from Client (which may include interest on past due amounts) in connection with the proposal for which liability arose or indemnification is sought.

(iv) Disclaimer. CLIENT ACKNOWLEDGES AND AGREES THAT GFS IS PROVIDING THE SERVICES ON AN "AS IS" BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, GFS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER, IF ANY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE. TO THE EXTENT GFS MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

(v) Governing Law. This Order/Project and these terms shall be governed by, subject to, and construed and enforced in accordance with, the laws of Spain with exclusive venue and jurisdiction in the competent courts of Madrid to resolve any disputes hereunder.

(vi) Assignment/Subcontracting. GFS may, without providing notice to, and without obtaining consent from, Client, assign in whole or in part and/or subcontract one or more portions of the execution of the services/project to any affiliate and/or any third party or third parties.

The Parties agree that these terms and conditions will be applicable, and the legal terms and conditions contained in or on any document or form submitted by Client are null, void, and of no force or effect.