

# General Terms and Conditions

of eye square GmbH (Limited Liability Company under German Law) (hereinafter “eye square”) with regards to conducting market research.

## Proposals – Placing of Orders

- §1** eye square submits offers to the interested party (hereinafter “Client”) generally in the form of a concept that defines the task, the services included for fulfilling the task, the time and effort and the remuneration to be paid by the Client.
- §2** The offer is given to the Client only for deciding on the conclusion of the contract with eye square. Transferring the offer to any third party is prohibited.

## Terms of Payment

- §3** Generally the remuneration as specified in the offer covers all services in connection with the task’s execution as specified in the offer, plus applicable VAT. Travel and transportation costs and the associated effort are additionally charged to the Client.

Other services demanded by the Client are charged separately by eye square on the basis of actual man-day prices. The actual man-day prices are defined by the offer.

Additional costs, eye square is not liable for, and additional costs, eye square could not foresee despite diligence, may be charged separately, if justified by good cause and if these costs are transparent and sufficiently defined for the Client. This also applies if the Client is not liable for these costs.

Any change of the order’s or remuneration’s volume after the conclusion of the agreement shall be valid only if the parties mutually agree.

- §4** The first half of the stipulated remuneration plus VAT is due at the time of order confirmation, whereas the second half is due at the time, the research report is delivered to the Client. Differing agreements may be made depending on the nature of the research or the total order value. Every payment is due without deduction within 14 days after invoice receipt.
- §5** If the beginning of the research mutually agreed upon is cancelled or rescheduled after eye square started working on Client’s instigation – e.g. planning, arrangements, bookings – eye square is entitled to charge rendered services as well as the rescheduling costs to the Client, unless eye square is liable for the cancellation or rescheduling.

## Confidentiality

- §6** The Client obtains the research reports for its own use. Unless otherwise agreed upon, the content of the research reports may be published entirely or partly.

Any publication of the research report (entirely or in parts) shall explicitly name eye square as the author of the research report. Citations of the research report shall be identified accordingly and shall explicitly name eye square as the author of the research report.

The Client shall indemnify and hold harmless eye square with respect to all charges raised against eye square for deliberate or negligent illegal or erroneous use of the attained results (e.g. illegal or erroneous promotion).

- §7** eye square and the Client commit themselves to keep confidential all information exchanged during the order's completion and to use such information only for purposes of completing the order.

Members of staff shall be obliged correspondingly. The commitment shall also be valid for the time of five years after the order's completion. Personal data shall be kept confidential unlimited in time. The obligation does not apply to information, known to the other party or to the public before its reception by the other party or to information made available to the public after reception by the other party without any fault of receiving party, if the receiving party provides evidence for such exception.

### **Copy Rights, Ownership, Accessory Duties**

- §8** Unless otherwise agreed upon, eye square retains all rights to research reports and any other research's result, especially those according to the Urheberrechtsgesetz. The Client acclaims that all copyrights, ancillary copyrights or other intellectual property rights of the research approach, proposals, methods, procedures and process engineering, graphical or scheduler presentations by eye square and all other services reflecting eye square know-how is exclusively owned by eye square.

eye square exclusively owns the material accrued in the framework of the research – including data carrier of any kind, questionnaires, other documents etc. – as well as the data generated, if not otherwise agreed upon. Such agreement shall not endanger the anonymity of interviewees or test persons.

The Client's rights with regards to the documents compiled by itself, shall remain unaffected.

eye square commits itself to store the research documentation for the term of one year and all data carrier for the term of two years after the delivery of research report, if not otherwise agreed upon.

- §9** The Client is obliged to cooperate with eye square for the duly performance of the order according to the main contract. The Client's contribution to the research and the reviewing of the completion and results are subject to an additional agreement of the parties. All related costs are in the sole responsibility of the Client. Such an agreement shall not endanger the anonymity of the interviewees or test persons.

### **Warranties, Liability, Force Majeure**

- §10** eye square warrants and is liable according to statutory provisions, unless otherwise provided hereinafter.

eye square shall not be liable in the event of slight negligence. The aforementioned restrictions shall neither apply to the violation of material contractual duties, the Client may rely on, nor to damages of life, limb and health. Furthermore the restriction shall not apply to guarantees, damages under the Product Liability Act (Produkthaftungsgesetz) or to fraudulent intent.

**§11** If research reports / results are not delivered at the time agreed upon or if testing material is damaged or lost, the Client may only assert claims against eye square after setting an adequate term for the completion or supplementary performance. Moreover, statutory provisions shall apply.

eye square is neither liable for late delivery nor for loss or damage of testing material, if such late delivery, loss or damage is due to causes beyond the reasonable control of eye square and if such event is not caused by eye square's fault, e.g. natural disasters or other cases of force majeure or if the business processes are disturbed by causes such as force majeure, actions or inactions of governmental authorities or labor disputes.

The Client's right to withdraw from the contract according to statutory provisions shall remain unaffected.

**§12** The following provisions shall apply to product testing:

The Client indemnifies and holds harmless eye square from and against any charges brought against eye square or its members of staff as a result of damages caused by defects of testing material or by other grounds, for which the Client is responsible.

The Client warrants that all necessary chemical, medical, pharmaceutical or other controls / examinations / analyses of testing material have been performed prior to the product testing. The Client warrants that the product is suitable for the test and its safe performance.

The Client is responsible for the delivery of all information as provided by law or necessary for the use of the product to eye square, enabling eye square to hand over such information to the test persons.

eye square retains all rights to assert further going claims for compensation against the Client for damages resulting from product defects or despite its proper use.

Additionally, statutory provisions, especially provisions of the Product Liability Act (Produkthaftungsgesetz), shall apply.

### **Applicable Law, Place of Performance, Place of Jurisdiction**

**§13** The contract shall be governed by German Law, excluding provision of international private law as well as the Convention on Contracts for the International Sale of Goods.

**§14** The place of performance shall be Berlin. The place of jurisdiction for disputes arising from or out of the contract on research completion shall be Berlin, if the Client is a merchant.