

## **GENERAL CONDITIONS OF BEAUTIFUL LIVES FOR THE EXECUTION OF ORDERS TO CONDUCT MARKET RESEARCH**

### **Article 1 General**

- 1.1 In the general conditions of Beautiful Lives for the execution of orders to conduct market research ('the conditions') the Contracted Party is defined as the private company with limited liability Beautiful Lives B.V.
- 1.2 The Principal is defined in these conditions as the party with which the Contracted Party has entered into a contract.

### **Article 2 Scope and amendment of the conditions**

- 2.1 In the absence of written agreement to the contrary, these conditions are applicable to all orders between the Contracted Party and the Principal.
- 2.2 The Principal's general conditions are exclusively applicable if expressly accepted in writing by the Contracted Party.
- 2.3 Deviations from these conditions are exclusively possible if agreed in writing, and apply exclusively to the Order to which they pertain.

### **Article 3 Research briefing**

- 3.1 The Contracted Party will keep himself as closely informed as possible of the Principal's objectives with the order.
- 3.2 The Contracted Party's research proposals will be based on information provided by the Principal. The Principal guarantees that he will provide all essential information needed to set up and implement the order. The Principal further guarantees that he is entitled to use all information issued to the Contracted Party, including name and address details and other personal details, for market research purposes.

### **Article 4 Research proposals and offers**

- 4.1 All of the Contracted Party's research proposals and offers are subject to contract. An order is deemed to have been placed once the Contracted Party, after reaching agreement on the research proposal, has confirmed the order in writing or signed the relevant contract.
- 4.2 The Contracted Party can charge expenses for the research proposal provided that has been agreed in advance with the Principal.
- 4.3 If the Principal has invited more than one potential Contracted Party to make a research proposal, the Principal is obliged to inform the Contracted Party of the number of applications and of the companies to which the applications have been made.
- 4.4 If the Principal fails to meet this requirement, and does not place the order with the Contracted Party, the Principal shall be liable to the Contracted Party for payment of the costs incurred in relation to making the research proposal.

- 4.5 Rates and costs offered by the Contracted Party cannot be increased for four months following the offer unless the research cannot be conducted within the period stated in the research proposal for reasons that can be attributed to the Principal or if the Contracted Party has reserved the right to increase the amounts.
- 4.6 The amounts stated in the offers do not include turnover tax.

### **Article 5 Amendments to the order**

If the Principal wishes to make amendments to the setup and/or content of the research, the Principal will enter into consultation with the Contracted Party for that purpose in a timely manner. The Contracted Party will cooperate with the desired future amendments provided that the Contracted Party can reasonably be expected to do so and that agreement is reached on charging or setting off any extra costs reasonably incurred.

### **Article 6 Delivery time and delivery**

- 6.1 The delivery time indicated by the Contracted Party is approximate and cannot be regarded as a firm deadline within the meaning of article 6.83a of the Netherlands Civil Code.
- 6.2 The delivery time is based on the assumption that the Contracted Party is provided in a timely manner with the information to be obtained from third-parties. If that assumption proves unfounded, even if only to do with circumstances foreseen when the contract was entered into, the delivery time will be extended by the same number of days as the delay. The delivery time will also be extended if the Principal amends or otherwise delays execution of the order after entering into the contract.
- 6.3 If the Contracted Party exceeds the approximate delivery time that shall not entitle the Principal to compensation for any losses suffered in that regard.
- 6.4 If the Principal takes the view that the exceeding of the approximate delivery time can be regarded as being unreasonably onerous, the Principal will give the Contracted Party written notice of a reasonable delivery time. After receiving the aforesaid notification the Contracted Party is obliged to enter into consultation with the Principal concerning the proposed delivery time.
- 6.5 It is only possible to set a firm deadline if a precise date on which delivery is to take place is laid down in the contract and that date is also explicitly stipulated as a firm deadline. A firm deadline cannot under any circumstances be regarded as binding in the event of:
  - a) an interim amendment being made to the order
  - b) additional work (contractual variation) being required
  - c) the occurrence of factors beyond the control of the Contracted Party that can affect the field work or technical finishing;
  - d) The Principal failing to provide the Contracted Party with the required information on time, correctly and/or completely;

e) The Principal failing to meet his contractual obligations or to meet them on time or in full.

6.6 If the Principal fails to meet his payment obligation or if there are grounds to assume that he will fail to meet his payment obligation or meet it in full, the Contracted Party will be entitled to suspend his delivery obligation until the Principal has met his payment obligation.

#### **Article 7 Scheduling**

7.1 The Contracted Party will immediately inform the Principal if he foresees a delay.

7.2 If the Principal wishes to make an amendment to the agreed time scheduling, he will enter into consultation with the Contracted Party. The Contracted Party's willingness to amend the time schedule will depend in part on the Principal's willingness to reimburse the costs incurred by the Contracted Party as a result of the desired amendment to the agreed time schedule.

7.3 In the absence of different agreement made in writing concerning the relevant period, the Principal will at all times give notification of changes to the agreed time schedule at least five days prior to the scheduled commencement time of the field work. If the Principal fails to observe this period, the Principal will be obliged to pay in full the price agreed for the field work. Any replacement income will be deducted from that payment.

#### **Article 8 Liability**

8.1 The Contracted Party will complete the order to the best of his knowledge and ability. This obligation is a best efforts obligation. The Contracted Party is liable (subject to the limitations set out below) for any attributable breaches in the performance of the order if they are a consequence of the Contracted Party's failure to act with due care and with the expertise that can reasonably be expected of a market research agency.

8.2 Liability for damages arising from article 8.1 shall be limited to the amount of the fee received by the Contracted Party for his activities in the context of the order. Only direct damages shall be eligible for compensation.

8.3 Claims of the Principal must be lodged within 6 months of completion of the Order, in the absence of which the Principal shall have forfeited his rights.

8.4 The Contracted Party accepts no liability whatsoever for consequential losses suffered by the Principal. Consequential losses are deemed to include losses resulting from any form of use of the research results for the Principal and third-parties.

8.5 If incorrect or faulty information is provided by the Principal or third-parties, the Contracted Party cannot be held liable for the consequences thereof.

#### **Article 9 Indemnification**

The Principal fully and unconditionally indemnifies the Contracted Party against claims of third-parties based on:

- a) the information for the market research issued by the Principal to the Contracted Party;
- b) the use of the research results.

#### **Article 10 Notice of default, termination and premature termination of the order**

10.1 If, owing to a cause that can be attributed to the Principal, the Contracted Party has not been able to complete the order or complete it in conformity with the research proposal on which it is based, the Contracted Party will give the Principal written notice of default and grant him a reasonable period of time in which as yet to meet his obligations, in the absence of which the Contracted Party shall be entitled to dissolve the contract by way of an extrajudicial statement to that effect, and where the Contracted Party shall also be entitled to claim compensation for the damages suffered as a result of the dissolution.

10.2 If the Contracted Party or the Principal applies for bankruptcy, suspension of payment or discontinues his business operations, the other party shall be entitled to terminate the order with immediate effect.

10.3 If the order is prematurely terminated by the Principal, the Principal will be liable to the Contracted Party for payment of a fee of 100% for the work carried out (hours) and costs incurred up to that moment in time. That shall include the work and costs involved in the preparation, consultation, research setup, analysis, reports, advice, implementation and (reserved) field work. Besides that the Principal will be liable for payment of a fee of 70% of other budgeted work (hours) and 100% of other budgeted costs insofar as these already have been contracted with third parties.

10.4 The Principal shall not be entitled to invoke entitlement to give notice prematurely within the meaning of article 7:408, paragraph 1, of the Netherlands Civil Code.

#### **Article 11 Privacy regulations**

11.1 In the absence of statement to the contrary in these conditions, all orders shall be executed with due observance of the international ICC/ESOMAR Code of Conduct for market and social-scientific research. Orders shall not under any circumstances be executed contrary to the compulsory stipulations of the international ICC/ESOMAR Code of Conduct.

11.2 The Contracted Party works in conformity with the *Gedragcode voor Onderzoek en Statistiek* ('Code of Conduct for Research and Statistics'), as formulated by the Association for Policy Research (VBO), the Association for Statistics and Research (VSO) and the Market Research Association (MOA).

11.3 The parties undertake to comply in full with relevant privacy legislation in general and the GDPR (General Data Protection Regulation).

11.4 It is the responsibility of the Principal to make sure that the use of the details/information obtained from the order in any form whatsoever do not infringe intellectual property rights or the privacy of third-parties.

#### **Article 12 Payment conditions and invoicing**

12.1 In the absence of statement to the contrary, the rates stipulated in a research proposal and/or an offer include travel and accommodation expenses within the Netherlands.

12.2 Invoices shall be sent in 2 parts: upon commencement of the research and immediately following its conclusion. The 1st invoice will be for 75% and the 2nd for 25% of the total amount stated in the research proposal. Additional costs will also be charged in the 2nd invoice.

12.3 In the absence of agreement to the contrary, invoices are payable within 30 days of the date of the invoice. Statutory interest will be charged following the due date.

12.4 Invoices must be paid without set-off.

#### **Article 13 Intellectual property**

13.1 The intellectual property rights on the following materials (including research materials) remain with the Principal or shall be transferred to the Principal:

- a) the questionnaire, instructions and specifications issued by the Principal himself;
- b) data files and other information issued by the Principal, the result of the market research – in the form of reports, recommendations, etc. – if the order involves tailor-made research, subject to the condition that the Principal has remitted full payment for the order to the Contracted Party. Tailor-made research is defined in this context as all market research activities, both qualitative and quantitative, performed specifically and solely for the Principal.

13.2 The Contracted Party is not permitted to disclose any party of the materials provided for in article 13.1 to third-parties without the permission of the Principal.

13.3 All intellectual property rights, including copyright and database right, on the following research material are held and are retained by the Contracted Party:

- a) research proposals, price indications, offers, etc.;
- b) all of the research materials made by the Contracted Party, such as models, techniques, questionnaires, instruments and software;
- c) the result of the market research in the form of reports, recommendations and so on, if the order relates to multiple client research. Multiple client research is defined in this context as all market research activities, both qualitative and quantitative, that is conducted in the context of research insofar as the details are available from and/or for more than one Principal.
- d) photographic materials and quotes, if the rights of third-parties could be placed at issue and the Principal and

Contracted have not explicitly agreed that the relevant research materials in the context of the order will be transferred to the Principal.

#### **Article 14 Use of the trademark and trade name Beautiful Lives**

14.1 The Principal is authorised to use the trademark, logo or trading name of the Contracted Party with the permission of the Contracted Party.

14.2 The Contracted Party can withdraw that permission at all times without that giving the Principal entitlement to compensation for damages.

14.3 If and insofar as the Contracted Party approves the communication, the following must be made unambiguously clear in the communication:

- a) The Contracted Party is an independent agency;
- b) the research in question was performed on the Principal's instructions;
- c) The Contracted Party is fully responsible for the research and its use and interpretation;
- d) the research has been performed in accordance with the principals of best practice;
- e) the results have been correctly presented;
- f) the Contracted Party's correct name and address details.

#### **Article 15 Damage caused to or by test materials**

15.1 Damage caused to test materials provided by the Principal to the Contracted Party shall be charged to the Contracted Party unless that damage was caused by factors beyond the Contracted Party's control.

15.2 Damage caused by the test material (or its usage) provided by the Principal to the Contracted Party shall be charged to the Principal unless that damage can be attributed to intentional act or omission or gross negligence on the part of the Contracted Party or his personnel.

#### **Article 16 Confidential information**

16.1 All information issued by the parties to each other during the research briefing or the performance and executive of the order is strictly confidential and the parties undertake to protect its confidentiality. This duty of confidentiality will also apply if the order is not placed.

16.2 The Principal is not permitted to disclose any of the materials provided for in article 13.3 to third-parties without the permission of the Contracted Party. The Principal can reproduce the materials provided for in article 13.3c for internal usage and otherwise use it for internal purposes.

#### **Article 17 Hired third-parties**

The Contracted Party is authorised to have the work carried out by third-parties following consultation on that subject with the Principal. The Contracted Party is exclusively responsible for the work carried out by third-parties if those third-parties are selected and paid by the Contracted Party.

**Article 18 Applicable law**

All contracts and agreements entered into between the Principal and the Contracted Party shall be governed by the laws of the Netherlands.