

GENERAL TERMS AND CONDITIONS

1. General

“**EyeSee**”, shall mean entity (company) of the “EyeSee Group” performing the services, where the “EyeSee Group” is consisted of EyeSee NV, as a parent company (HQ) incorporated, established and existing under the laws of Belgium, having its official seat in Ghent, Belgium with registered office address at Franklin Rooseveltlaan 349/B71 and all its Affiliates – entities (EyeSee, Inc; EyeSee France Sarl; EyeSee Research LTD; EyeSee DOO; EyeSee PTE LTD; EyeSee S de RL de CV).

“**Affiliates**” with respect to EyeSee or Client, shall mean a company or any other corporate entity which, directly or indirectly, controls, is controlled by, or is under common control with such party, where “control” shall mean the ownership of more than 50 % of the capital or of the voting shares of the company or entity concerned.

“**Client**” shall mean the entity placing the Order.

“**GTC**” shall mean these General Terms and Conditions for Services.

“**Parties**” EyeSee and Client together may be referred to as Parties in this GTC.

“**Agreement**” shall mean the contractual arrangement entered into between EyeSee and Client with respect to the procurement of the Services, and any other document agreed between Client and EyeSee, including but not limited to Master Service Agreements, Statements of Work etc.

“**Confidential information**” means all information and data delivered or made available by a Party in whatsoever form as well as information and data, to which a Party gains access in regard to the Project execution or in the course of further cooperation once the Project has been executed, which adhere to the business or the enterprise of the Client or EyeSee, being of economic, financial, trade, marketing, scientific, technical, administrative, know-how, personal (including contact data such as: e-mails, telephone numbers, etc.), planning or strategic nature, as well as covering data and information in the forms of analysis, reports, statements, research and presentations.

“**Data Protection Laws**” mean (a) European Union or Member State laws with respect to any Personal Data in respect of which EyeSee and/or any EyeSee Affiliate is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Personal Data in respect of which EyeSee and/or any EyeSee Affiliate is subject to any other Data Protection Laws.

“**Personal Data**” Has the same meaning as in the Regulation (EU) 2016/679 of the European Parliament and of the Council 27 April 2016 (“General Data Protection Regulation” or “GDPR”).

„**Effective date**” represents the date of the clients acceptance of the proposal.

2. Services

A Proposal for services shall remain valid for acceptance for a period of (90) days from the date indicated on the first page of a proposal, unless otherwise stated.

EyeSee will provide services as described in one or more Agreements (“Services”). If any term or provision in any Agreement modifies or conflicts with the terms or conditions contained in this GTC, terms of the Agreement shall control unless otherwise stated in the Agreement.

Unless otherwise agreed in writing between EyeSee and Client, Services are performed by EyeSee on a non-exclusive basis.

EyeSee is responsible for delivering study results in a given timespan, starting from the moment Client delivers stimuli to be tested and confirms the interview. Any delay in final interview/stimuli delivery and approval, may cause a delay in the overall project timeline.

The stated materials must be delivered, and interview confirmed sixty (60) days from the confirmation of the project, or sixty (60) days from the Effective Date of the Agreement (unless differently defined in the applicable Agreement). If the materials aren’t delivered in the stated deadline, EyeSee will have the right to cancel the project and terminate applicable Agreement immediately without any previous notice and without any liability towards the Client.

Following the EyeSee’s decision to cancel the project and terminate applicable Agreement, the client shall be obliged to pay the cancellation fee, closer defined in the following paragraphs, unless differently stated in the Agreement.

In cases where EyeSee elect to cancel the project and terminate applicable Agreement due to Client’s failure to timely deliver stimuli and confirm the

interview, or in the situation where Client decides to cancel once agreed and approved project, the following cancellation fee will be charged:

1. Before the fieldwork start – 20% of total project price;
2. During the fieldwork – 40% of total project price;
3. After the fieldwork – 70% of total project price;

Any additional changes of research design or project specification after final project confirmation (e.g. new methodology, increase in sample size, additional stimuli design etc.) may require revision of costs and timings.

Including additional requirements to already agreed and delivered analysis/report will not be charged for up to 20 working hours of analysts/insights. Every hour over 20 hours will be charged additionally:

1. Additional analysis (delivery in Xls) – 110 EUR per hour
2. Additional charting/reporting – 90 EUR per hour
3. Any additional charges during the course of the project have to be approved by Client prior to starting additional work.
4. The stated amounts will be converted and charged in the currency of the EyeSee affiliate with whom the agreement is signed, or project entered.

EyeSee will invoice Client a one-time fixed fee in the amount of the project upon completion of the study and Client’s written acceptance of all Services and Deliverables. Payments are due within 30 days from invoice date, unless differently stipulated in contractual term.

Usage of research results by third parties is restricted.

3. Orders and Purchase Orders

If Client wishes to procure Services, then Parties shall enter into good faith negotiations to enter into an Order with respect to such Services.

Client shall compensate EyeSee for the completion and provision of conforming Services in accordance with the fees or rates (“Fees”) set forth in the Agreement as “Total Costs”. The Fees stated in the Agreement shall encompass all costs of operation, including benefits attributable to payroll, overhead, wages, and salaries of employees, if any, and all applicable taxes.

4. Invoicing and Payment

Invoicing. EyeSee shall invoice Client for the performance of Services in accordance with the Agreement. In the event Client reasonably requests additional substantiating detail, EyeSee shall promptly provide such detail. EyeSee shall not issue multiple invoices for the same Services. EyeSee may issue statements of account indicating the status of EyeSee’s invoices to Client by invoice number.

Payment. Payment terms are thirty (30) days upon Client’s receipt of an accurate and complete invoice. The Parties shall use commercially reasonable efforts to promptly resolve any payment dispute.

5. Representations and Warranties

EyeSee represents and warrants to Client that its work and the Services provided under this following Agreement shall:

1. Meet the specifications set forth in the Agreement.
2. Be performed with promptness, competence, and diligence and be executed in a thorough, professional, and workmanlike manner in accordance with the practices and standards observed by the leading companies in the business of providing services similar to those Services provided by EyeSee under the Agreement;
3. Be performed by individuals with the requisite training, background, experience, technical knowledge, and skills to perform the Services; and
4. Comply with all applicable federal, state, and local laws, regulations, and other accreditation requirements applicable to Client.
5. EyeSee shall promptly re-perform any Services not in compliance with this warranty after receiving notice from Client. All Services must be satisfactory in the reasonable opinion of Client. EyeSee acknowledges the importance of a timely completion of the Services and agrees to report any anticipated delays as they occur and make every effort to correct the situation.
6. EyeSee further represents and warrants to Client that neither EyeSee nor the Services infringe, or will infringe, any patent, copyright, trademark, trade secret, or other proprietary rights of any person or Client.

6. Ownership of Work Product

“**Work Product**” means any and all Deliverables in aggregated and anonymized form, previously agreed and defined in applicable Agreement and/or a Proposal, excluding any and all materials and Intellectual Property

Rights to ideas, concepts, methodologies, processes, and know-how developed or created by EyeSee in course of delivering the services, which are related to its own products and business activities. EyeSee agrees that any and all Work Product will be the property of and owned by the Client. EyeSee may use aggregated, depersonalized data collected, developed or created in the course of delivering the services for internal studies and benchmarks.

EyeSee shall retain ownership of EyeSee's intellectual property developed prior to or separately from the Services rendered hereunder, including any derivative works or extensions thereof, that may be specified in the Agreement or that EyeSee can demonstrate was independently developed by EyeSee outside the scope of the Services and without the use of Client facilities, materials, or equipment ("EyeSee IP"). To the extent the Work Product incorporates any EyeSee IP or any Third Party IP, EyeSee shall provide Client with an irrevocable, non-exclusive, worldwide, perpetual, fully paid-up, and royalty free right to use, modify, display, and make derivative works of any EyeSee IP as may be embodied or incorporated in any Work Product to the extent that such rights are reasonably necessary for Client's intended use of the Work Product, or are necessary to meet Client's requirements and intended purposes of the Agreement. EyeSee shall not incorporate any intellectual property of any third party ("Third Party IP") into any Work Product unless EyeSee has a valid license or other right to do so, and EyeSee shall procure for Client the right to use any such Third Party IP in connection with Client's intended use of the Work Product to the same extent provided with respect to EyeSee IP herein.

7. Independent Contractor; Waiver of Benefits

EyeSee as Independent Contractor. EyeSee is an independent contractor to Client. Neither EyeSee nor any of its employees, contractors, affiliates, or third-party agents shall be, or be deemed to be, an employee of Client. EyeSee is not the agent for Client and does not currently have, or will have, any authority to bind Client to any contract or liability or to act or represent Client in any capacity other than as an independent contractor. Nothing in this GTC or Agreement is intended to, or shall be deemed to, constitute or create (i) a reclassification of EyeSee from being an independent contractor, (ii) a partnership, agency relationship, joint venture, employer and employee relationship, or (iii) any other special relationship between the Parties. EyeSee shall not take any action that expresses or implies any relationship other than that of independent contractor. EyeSee is responsible for EyeSee's own actions during the performance of EyeSee's obligations herein.

8. Indemnity

To the fullest extent permitted by applicable law, Parties shall indemnify, defend, and hold other Party and its officers, trustees, directors, representatives, employees, and agents harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and costs, physical damage to or loss of tangible property, injury or death of any person, and any product recall or retrofit) arising out of, resulting from or caused by: (a) negligence or intentional misconduct of Party, its employees, agents, or subcontractors; (b) the failure of Party or its employees, agents, or subcontractors to comply with the provisions of the Agreement or applicable laws, rules, and regulations; (c) any defect in design, workmanship, or materials carried out or employed by Parties or its employees, agents, or subcontractors; (d) any illness, injury, death, or property damage suffered or alleged by any person employed by Parties. Parties shall also indemnify, defend, and hold the other Party and its officers, trustees, directors, representatives, employees, and agents harmless from and against any and all third-party claims and liabilities.

9. Arbitration

Arbitration. Any dispute, controversy, or claim concerning or relating this GTC or any Agreement ("Dispute") between EyeSee and a client, shall be resolved in the following manner:

1. The Parties shall use all reasonable efforts to resolve the Dispute through direct discussions between persons associated with each Party who have the authority to resolve the Dispute. A Party may give the other Party notice of any Dispute not resolved in the normal course of business. Within ten (10) days after such notice is given, the receiving Party shall submit to the other Party a written response. The notice and response shall include (i) a statement of that Party's position and a summary of arguments in support of that position and (ii) the name and title of the person who will represent that Party in any negotiations to resolve the Dispute.

2. Within twenty (20) days of written notice that there is a Dispute, employees of each Party with authority to settle such Dispute shall meet or confer by telephone to reach an amicable settlement and to explore alternative means to resolve the Dispute expeditiously (e.g., mediation).
3. If the Dispute has not been resolved as a result of the procedure in the sections above or otherwise within forty-five (45) days of the initial written notice that there is a Dispute (or such additional time to which the Parties may agree), the matter shall be resolved by final and binding arbitration. If the Parties are unable to agree on the arbitrator within sixty (60) days of the original written notice of Dispute (or such additional time to which the Parties may agree), the Parties shall each appoint one arbitrator and the two arbitrators shall select a third neutral, independent, and impartial arbitrator from the list of arbitrators.
4. Judgment on an arbitral award may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement.
5. Nothing herein however shall prohibit either Party from seeking judicial relief, if such Party would be substantially prejudiced by a failure by the other Party to act during such time that such good faith efforts are being made to resolve the claim or controversy.
6. For Agreements between EyeSee NV and the client, the parties may refer to the competent court in city of Ghent, Belgium. For contracts between an EyeSee Affiliate and the client, the court in the city where the seat of the EyeSee Affiliate is located will have jurisdiction.

10. Limitation of liability

Subject to the maximum extent permitted under applicable law, EyeSee's total liability under the Agreement shall per event (or series of connected events) not exceed an amount equal to all fees paid under the Agreement.

To the maximum extent permitted under applicable law, EyeSee excludes its liability for any indirect, consequential, punitive, or special damages arising under the Agreement, including, without limitation, loss of revenue, profit, income, business, contracts, customers, anticipated savings or goodwill, loss or corruption of data, opportunity loss, the cost of procuring replacement goods or services, or reputation damage.

11. Confidentiality

The Parties oblige:

1. not to make use of the Confidential Information for any purposes other than the purposes directly related to the Project execution or purposes arising in the course of the intended further cooperation between the Parties, in particular not to make use of the Confidential Information in order to their own or Third Parties' benefits,
2. not to publish, disclose or divulge the Confidential Information, unless the other Party has granted prior written consent to the above,
3. to undertake due diligence and all possible measures intent for the Confidential Information safekeeping and non-disclosing it to Third Parties,
4. not to duplicate Confidential Information (or materials constituting carriers of the Confidential Information) in any form, unless the other Party has granted prior written consent to the above,
5. to immediately cease to use the Confidential Information as well as to return or destroy the Confidential Information (or materials constituting carriers of the Confidential Information) obtained from the disclosing Party as well as to permanently remove the Confidential Information from all computer systems of the receiving Party in the case when the Parties decide to withdraw from the Project or cease further cooperation once it has been executed,
6. to publicly disclose the information regarding the ongoing negotiations as well as regarding the cooperation between the Parties only in the content, form, manner, place and date of publicity previously agreed with the other Party.

Exclusions of the Parties' liability

1. The obligations referred to above do not apply to Confidential Information:

- 1) in the possession of which a Party entered in accordance with the law prior to the date of conclusion of this agreement,
- 2) with regard to which the receiving Party proves that it became publicly available after the conclusion of this agreement or has been publicly available before its conclusion as a result of circumstances or actions for which the receiving Party cannot be held liable,

- 3) which must be disclosed pursuant to a legitimate request of an authority conducting judicial or administrative proceedings or pursuant to a binding judgment of a court or administrative decision. In such circumstances, the receiving Party shall promptly notify the disclosing Party in writing of the necessity to disclose the Confidential Information and will use reasonable efforts to minimize the damage, which the disclosing Party may incur as a result of such disclosure,
 - 4) which has been published, disclosed or made available to a Third Party by the receiving Party on the basis of a prior written statement of the disclosing Party, comprising (i) consent to its publication, disclosure or divulging to a Third Party or (ii) a declaration of will as to the exclusion of the rigor of confidentiality in regard to the Confidential Information indicated in such a statement, including any conditions reserved by the disclosing Party at the time of declaration.
2. The Parties shall not be held liable to each other for the damages resulting from the publication, disclosure or making available of Confidential Information in the circumstances referred to in section 1 above, subject to § 4 section 1 point 3) sentence 2.

Exclusiveness of rights to the Confidential Information

1. All Confidential Information, as well as materials used as carriers of the Confidential Information, are the property of the disclosing Party and shall be returned to the disclosing Party upon its written request once the Project has been executed or further cooperation after its execution has ceased.
2. The Parties agree that the disclosure or making available of the Confidential Information by either of the Parties or EyeSee affiliate which adheres to the subject of intellectual property rights shall not by any means be understood as transfer of intellectual property rights in whole or in part, granting of a license, giving consent to exercising derivative rights to any works or granting whatsoever rights (including patents) to any inventions, utility models, research designs, and rationalization proposals, etc.

Disclosing of Confidential Information by a Party

1. Parties declare that the access to the Confidential Information within their enterprises shall be granted only to employees and associates of a Party directly involved in the Project execution or in further cooperation once the Project has been executed. The receiving Party undertakes to bind the persons referred to in the preceding sentence with the obligation to maintain confidentiality which scope shall be identical to the one in the hereby agreement.
2. The Parties are jointly and severally responsible for the actions and omissions of their employees and associates who have been granted access to Confidential Information as for their own actions and omissions.
3. The provisions of sections 1 and 2 above shall apply accordingly to a Third Party, to which the receiving Party has disclosed or made available Confidential Information upon a prior written consent of the disclosing Party.

Liability

Each party agrees that money damages would not be a sufficient remedy for any violation (or threatened violation) of Article 11 of this Agreement and, accordingly, each party shall be entitled to seek specific performance and injunctive relief for any breach of Article 11 of this Agreement by the other party or its representatives. Such remedies shall not be deemed to be the exclusive remedies for a breach of Article 11 of this Agreement but shall be in addition to any other remedies available at law or in equity. In the event of any breach by a party or its representatives of Article 11 of this Agreement, without limitation to any other remedies available at law or in equity, the non-breaching party shall be entitled to reimbursement by the breaching party of its out-of-pocket fees and expenses (including legal fees and expenses) incurred in connection with the investigation and evaluation of such breach and the enforcement thereof.

12. Personal data

The Parties declare that they meet the requirements imposed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: the "GDPR"). The Parties undertake to ensure that their subcontractors and employees also undertake to comply with the provisions of the GDPR. Any processing/collection of Personal data will be done in accordance with applicable Data Protection Law(s).

If either Party has its registered office outside the EU/EEA, in a country not providing an adequate data protection level recognized by the EC, Parties

shall take the necessary steps to ensure that personal data is transferred according to the EU applicable data protection laws; to this end, either Party can request that the Parties execute EU-Standard Contractual Clauses, unless any other valid legal basis for processing personal data exists

13. Miscellaneous

Binding Effect. The agreement will inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

Compliance with Laws. Parties shall comply with all applicable federal, state, and local laws, regulations, including non-discrimination and equal employment opportunity provisions, and executive orders in performance of this Agreement.

Severability. The invalidity or unenforceability of one or more provisions of the Agreement shall not affect the validity or enforceability of any of the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Waiver. No waiver of any breach of any condition, covenant, or term hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other provisions. No such waiver will be effective unless in a writing that is signed by both Parties and then only to the extent specifically and expressly set forth therein.

Governing Law. These GTC shall be governed by the law of a country (or more specific federal province or state if applicable) where the entity (company) of the EyeSee Group performing the services has an official seat.

- 1) If the services are performed by the **EyeSee NV**, GTC will be governed by, interpreted under, and construed in accordance with the laws of the of Belgium.
- 2) If the services are performed by **EyeSee, Inc.**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York, USA.
- 3) If the services are performed by **EyeSee Research LTD**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of England and Wales.
- 4) If the services are performed by **EyeSee France Sarl**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of France.
- 5) If the services are performed by **EyeSee PTE LTD**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of Singapore.
- 6) If the services are performed by **EyeSee DOO**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of Serbia.
- 7) If the services are performed by **EyeSee S de RL de CV**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of Mexico.

Counterparts and Electronic Signatures. Agreements may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

Terms and conditions of the Client deviating from these terms and conditions in whole or in part are not accepted by EyeSee, unless EyeSee has explicitly agreed to them in written form.