

# General Terms and Conditions

## 1. Validity

1.1. These terms and conditions for market, media and public opinion research project ("TOS") are part of the contract (the "agreement") for a market, media and opinion research project (the "Investigation") between Intelligent Research in Sponsoring and the client.

1.2. The terms, together with the agreement, the agreement on the use of personal Data ("Privacy Policy") and the Privacy Policy of Intelligent Research in Sponsoring Germany GmbH ("Privacy Policy") constitute the entire agreement between the parties regarding the investigation ("collective agreement")

1.3. In case of contradictions between the contract and the terms and conditions, the rules of the contract prevail. If no separate contract has been concluded, the provisions of these terms and conditions apply instead of a contract.

1.4. If the client uses its own general terms and conditions, these do not apply insofar as they deviate from the terms of the contract and only become part of the agreements between the parties with the express written consent of Intelligent Research in Sponsoring.

## 2. Services to be provided by Intelligent Research in Sponsoring

2.1. Intelligent Research in Sponsoring carries out the research mandate in the sense of advisory services in accordance with the professional principles and codes of conduct of market and social research. A specific result to the investigation is not owed. Intelligent Research in Sponsoring does not guarantee that the collected, analyzed and analyzed data can be commercially exploited by the client in a specific manner.

2.2. Intelligent Research in Sponsoring is entitled to render services to third parties who are or could be in a competitive relationship with the client or who offer similar products or services as the client. Exclusivity for certain product fields, objects of investigation or investigation methods is not granted. Thus, as exclusivity is expressly agreed to be deviating from the above, the duration of the exclusivity and any additional fee to be calculated, shall be expressly stipulated in the contract.

## 3. Duties of the client

3.1. Customer agrees to provide Intelligent Research in Sponsoring with all documents required for the investigation and requested by Intelligent Research in Sponsoring (the "Principal Documents"), to provide any additional pertinent information, and to respond to Intelligent Research in Sponsoring's queries. Insofar as the observance of certain performance periods is demonstrably of particular importance for the client, he will inform Intelligent Research in sponsoring upon conclusion of the contract in writing. The risk of sending the client documents to Intelligent Research in sponsoring is borne by the client.

3.2. The client guarantees that he has all necessary rights to the client documents

and other information and is entitled to their assignment. It grants to Intelligent Research in Sponsoring a non-exclusive license, sublicensable for the sole purpose of performing the investigation, to use, reproduce and evaluate the client documents and other information. The customer will indemnify and hold Intelligent Research in Sponsoring of any third party claims in connection with any breach of this warranty.

3.3. Client warrants that to the best of its knowledge, all information submitted to Intelligent Research in Sponsoring in connection with the investigation will be complete and accurate. Insofar as the client is aware of the circumstances which may make the investigation more difficult, more expensive or delayed, he shall inform Intelligent Research in Sponsoring without any delay.

#### **4. Project Managers**

4.1. In the event of a change in project responsibility, Intelligent Research in Sponsoring immediately informs the contracting party and informs the new project manager.

4.2. If the person of the project manager changes, the contractual partner will be notified immediately. Any delay due to a failure to notify is attributable to the responsible person.

#### **5. Offer**

5.1. Unless determined otherwise by Intelligent Research in Sponsoring, the offer to conclude the contract expires 14 days after receipt by the client. The offer shall specify the terms of reference, the services to be provided, the time required for the investigation and the remuneration to be paid. Any changes to the offer shall be deemed as a new offer by the client and must be expressly accepted by Intelligent Research in Sponsoring.

5.2. Both parties to the contract must treat the offer, all information, as well as the contract as confidential and may not publish it or disclose it to third parties without written consent.

#### **6. Conduct of the investigation**

6.1. Intelligent Research in Sponsoring carries out the research task according to scientific methods and in accordance with the professional principles and codes of conduct of market and social research.

6.2. If, after the order has been placed, it surprisingly emerges that the investigation cannot be carried out or only with disproportionate effort, Intelligent Research in Sponsoring immediately informs the client. If both parties fail to resolve the problem, Intelligent Research in Sponsoring is entitled to withdraw from the contract. For the work carried out up to now by Intelligent Research in Sponsoring, the client has to pay reimbursement.

6.3. All others, via item. 3 regulations regarding the examination and the review of the execution and results of the investigation by the client are regulated separately in the examination description in the contract. If costs arise in connection with the co-operation or control by the client, which are not expressly included in the

remuneration, such costs shall be borne by the client. Intelligent Research in Sponsoring has to inform the client about such costs within five working days (Monday-Friday).

6.4. Intelligent Research in Sponsoring is entitled to subcontract and subcontract within and outside the group. Intelligent Research in Sponsoring shall be entitled to disclose information and documents relating to the subcontracting, if the recipient has been informed in advance in accordance with Sec. 17.

6.5. Intelligent Research in Sponsoring assures that when subcontracting, the required confidentiality is maintained and the rules and methods of market and social research and other legal requirements such as privacy to be respected. Insofar as the consultation of a particular subcontractor is made on the proposal of the client, Intelligent Research in Sponsoring is not liable for the correctness, completeness or quality of its work.

## **7. Handover of the examination and acceptance**

7.1. Intelligent Research in Sponsoring will send the investigation on the agreed date in the agreed manner. Timely consignment is sufficient to ensure the deadline is met.

7.2. The client takes the investigation. The acceptance can also be made by paying the remuneration to Intelligent Research in Sponsoring.

7.3. The examination shall be deemed accepted no later than 14 days after delivery if the client does not complain about the service. The client may extend this period by giving written notice to Intelligent Research in Sponsoring for a total of 28 days after delivery. In the case of non-obvious defects, this period shall apply from notification of the defect, but no later than 6 weeks after notification of the last legally relevant data.

## **8. Termination**

8.1. Either party may terminate this agreement for cause. The right of termination of the client under § 649 sentence 1 BGB is no longer applicable.

8.2. An important reason exists in particular if insolvency proceedings are opened against the assets of the other party or, for lack of assets, the opening of insolvency proceedings is rejected.

8.3. If the contract is terminated before termination, the services provided to date will be invoiced by Intelligent Research in Sponsoring. Any counterclaims of the client as well as further claims of Intelligent Research in Sponsoring remain unaffected.

## **9. Remuneration**

9.1. The client owes 50% of the agreed fee for order confirmation, 25% for inter- or half-series delivery and another 25% and any additional costs incurred, unless agreed otherwise between the parties, after handover of the test results.

9.2. The fee specified in the contract basically includes all services offered by Intelligent Research in Sponsoring in connection with the order execution in the

examination proposal. Changes to the terms of reference or the order volume after the conclusion of the contract require an explicit agreement between the parties, in which the remuneration is to be regulated.

9.3. The remuneration is due and payable without deduction 10 days after invoicing.

9.4. All prices quoted are in Euro plus applicable statutory VAT, which is to be taken over by the client. If due to tax regulations, no VAT will be charged (is on the bill):

- a) no VAT charged.

- b) in relevant cases, the words "transfer of the tax debt" or "reverse charge" appropriate.

9.5. Any additional costs incurred by or attributable to the client and additional costs which Intelligent Research in Sponsoring was not expected to incur when placing the order despite the due care required, may be charged separately to Intelligent Research in Sponsoring, if they have established legitimate reason and are clearly identifiable and sufficiently determined for the client. The relevant is item .6.3.

9.6. For long-term contracts and framework agreements with terms of more than one year, Intelligent Research in Sponsoring reserves the right to adjust prices within the framework of generally accepted price index development.

## **10. Default interest, rights of retention, set-off, assignment**

10.1. In the event of late payment, Intelligent Research in Sponsoring is entitled to charge default interest of five percentage points above the base rate.

10.2. Intelligent Research in Sponsoring reserves the right to withhold payments in the event of defaulting payments.

10.3. Offsetting against any counterclaims is only permitted to the customer if the counterclaims are undisputed, in a court of law, ready for decision or already legally binding.

10.4. Customer may not assign its claims under this agreement to third parties without Intelligent Research in Sponsoring's consent.

## **11. Rights ownership, retention requirements**

11.1. Any intellectual property rights, copyrights, and other rights of use in research, proposals, methods, procedures, and techniques that are by Intelligent Research in Sponsoring; know-how embodied in other services provided by Intelligent Research in Sponsoring (collectively: "Intelligent Research in Sponsoring Elements ") as well as the results of the investigation and its presentation, only Intelligent Research in Sponsoring or, if applicable, the natural persons involved on the part of Intelligent Research in Sponsoring. Any rights of the client to documents that he has prepared or provided remain unaffected.

11.2. Upon receipt of full payment of the agreed fee, including any additional costs, Intelligent Research in Sponsoring grants the client a permanent, non-transferable,

exclusive license to use the final results in accordance with para. 12.

11.3. For the duration of this agreement, and for a period of two years after the termination of this Agreement, Intelligent Research in Sponsoring can anonymize the results of the research for business purposes. Intelligent Research in Sponsoring is entitled to list the company brands and logos of the client individually or in overviews as a reference. In contrast, the client receives the same usage rights to Intelligent Research in Sponsoring for his references.

11.4. The property as well as the rights of use to the material incurred in carrying out the investigation - data carriers of any kind, questionnaires, other written documents, etc. - and the data accumulated lies with Intelligent Research in Sponsoring.

11.5. The customer receives the anonymized examination data on request. Intelligent Research in Sponsoring is entitled to keep copies of the investigation data.

11.6. Intelligent Research in Sponsoring undertakes to retain anonymized survey material for a period of one year and data carrier for a period of two years after delivery of the investigation report.

## **12. Use of the examination results**

12.1. Examination reports and test results, which originate from an exclusive order examination for the client, are available to the client within the framework of the regulations specified in these GTC for free use.

12.2. Investigation reports and research results obtained from a non-exclusive research by Intelligent Research in Sponsoring and provided to the client in its exclusive reports are available to the client for internal use only. This includes tied sales organizations. Unless otherwise agreed in the contract, they may not be published by or passed on to third parties without the prior consent of Intelligent Research in Sponsoring.

12.3. In the case of a publication of test results or parts of the test report, the client must identify quotations as such, mentioning Intelligent Research in Sponsoring as the author of the test report and as the institute responsible for the examination.

12.4. Competitive publications by Intelligent Research in Sponsoring are only permitted with the explicit consent of Intelligent Research in Sponsoring, after Intelligent Research in Sponsoring has released the concrete text to be published.

12.5. These rules also apply to company reports and research results that result from joint studies and in which Intelligent Research in Sponsoring does not hold any exclusive rights

12.6. The use or inclusion of pre-trial or pre-trial findings or investigative reports (for example, litigation, arbitration, regulatory proceedings) is permitted only with the prior written consent of Intelligent Research in Sponsoring.

12.7. Intelligent Research in Sponsoring has the right to publish information on the study or parts of the study results after consultation with the client, if and to the extent that already published information or components of the examination report

raise doubts about the results of the study. In addition, the client will always be entitled to publish data from the investigation in order to put the published results in the correct context. These include, in particular, sample and weighting data, as well as the questions asked, the response options and the percentage of people, both in total and in the relevant subgroups, who responded to these questions.

12.8. If information or parts of the investigation report are published without the consent of Intelligent Research in Sponsoring, Intelligent Research in Sponsoring reserves the right to publish further information on or from the investigation without consulting the client.

12.9. The AGF data by Intelligent Research in Sponsoring may only be used by the specific customer and not be passed on to subsidiaries or affiliates within companies or affiliated companies. Any further transmission of AGF data requires the explicit prior consent of the AGF and the observance of AGF conventions and in particular the labeling obligation described in

the AGF conventions. Any further use, utilization or processing of the delivered data violates the copyrighted rights of the AGF.

12.10 The client indemnifies Intelligent Research in Sponsoring of all claims that could be asserted against Intelligent Research in Sponsoring, because the client has intentionally, negligently unlawfully or contradictorily used the results obtained in accordance with the provisions stated in these terms and conditions, in particular by illegal and / or false advertising.

### **13. Warranty and liability**

13.1. Intelligent Research in Sponsoring ensures the proper conduct and scientific evaluation of the investigation. The warranty period begins with the acceptance of the examination report or other documents owed and lasts one year, unless Intelligent Research in Sponsoring is liable according to para. 13.3-13.6.

13.2. Intelligent Research in Sponsoring is not liable for damages arising out of or in connection with the interpretation, publication or use of the data and / or results supplied by the client, unless Intelligent Research in Sponsoring is liable according to para. 13.3-13.6.

13.3. Intelligent Research in Sponsoring is liable under the law for damages resulting from injury to life, limb or health as well as other damages resulting from intentional or grossly negligent breach of duty by Intelligent Research in Sponsoring or legal representatives or vicarious agents from Intelligent Research in Sponsoring.

13.4. Intelligent Research in Sponsoring is also liable for malicious concealment of a lack of investigation.

13.5. For damages caused by negligent breach of material contractual obligations, Intelligent Research in Sponsoring is only liable for the contractual foreseeable damages. The amount of the damages is limited to the total amount of the agreed net remuneration of the respective individual order. The replacement of indirect damages and unforeseeable consequential damages is excluded.

13.6. Any liability under the Product Liability Act remains unaffected.

## **14. Recourse**

14.1. If Intelligent Research in Sponsoring makes use of third parties and could take recourse from the client, the client must be informed immediately, but no later than one month after the knowledge of such claims from third parties. If Intelligent Research in Sponsoring culpably fails to provide any information within this period, Intelligent Research in Sponsoring cannot demand any recourse from the client.

14.2. If the client is called upon by third parties and could take recourse at Intelligent Research in Sponsoring, Intelligent Research Sponsoring shall be informed without delay, but at the latest within one month after the knowledge of such claims from that third party. If the customer's culpably fails to provide information within this period, he cannot demand recourse from Intelligent Research in Sponsoring.

14.3. In the case of claims from third parties against one of the parties, which could lead to a recourse of the other party, each party is obliged to inform the other party regularly about the dispute, to vote the defense in time without the consent of the other party. Neither to give an acknowledgment nor to make a settlement without the consent of the other party. In the event of culpable violation of this obligation, the respective party cannot demand recourse from the other party.

## **15. Default**

15.1. Insofar as the client is in default with the provision of the information necessary for carrying out the investigation, with the provision of the necessary documents or with other cooperation obligations, Intelligent Research in Sponsoring is exempted from the fulfillment of agreed delivery and service periods. If further delays are caused by the delay of the client, Intelligent Research in Sponsoring will also not sponsor these delays. If the client does not comply with his obligation to cooperate, despite a reasonable grace period set by Intelligent Research in Sponsoring, Intelligent Research in Sponsoring is entitled to terminate the contractual relationship and to claim damages.

15.2. The client can make claims for damages due to default against Intelligent Research in Sponsoring only in accordance with the in para. 13 asserted liability.

15.3. Failure to comply with agreed delivery times because of delay due to force majeure, riot, strike, governmental measures, lock-out or malfunctioning by Intelligent Research in Sponsoring, even with a subcontractor, the service period extended by the period until the fault. Intelligent Research communicates the beginning and end of the disruption to the client in sponsoring.

15.4. In the event of permanent breakdowns due to force majeure or permanent disruptions of business not represented by Intelligent Research in Sponsoring, Intelligent Research in Sponsoring has the right to terminate the contract for good cause, to the exclusion of any claims for compensation.

## **16. Newsletter and advertising campaigns**

16.1. Intelligent Research in Sponsoring is entitled to use the contact details of the

client for the transmission of newsletters, as long as the client does not object.

## **17. Secrecy**

17.1. Intelligent Research in Sponsoring and the client undertake to treat all information and documents exchanged in the course of the order execution strictly confidential and to use them exclusively for the execution of the examination order or as permitted in the contract. The client will oblige his employees and vicarious agents accordingly.

17.2. Intelligent Research in Sponsoring is obliged to maintain the anonymity of respondents or test persons towards the client and third parties at all times unless agreed otherwise. This also applies in the case of the cooperation of the client.

17.3. These obligations also apply to the time after completion of the investigation. They do not insist on such information and documents that:

17.3.1. To be disclosed on the basis of an administrative or judicial order, or

17.3.2. for which the other party proves that they were aware of it before the reception, or

17.3.3. which became available to the public after receipt, without the other party being responsible.

17.4. When disclosing information and documents related to subcontracting by Intelligent Research in Sponsoring, the recipient must be required to maintain confidentiality in advance (see point 6.4)

17.5. Both parties are also entitled, as far as it is necessary, to share confidential documents and information to their legally required confidentiality advisors.

## **18. Written form**

18.1. Oral agreements for this contract do not exist. Changes and additions to the contract and the terms of the contract, including this clause, must be made in writing.

18.2. Written form in the sense of these contract conditions are exchanged by fax and e-mail.

18.3. All communications must be addressed to the addresses of the parties mentioned in the contract.

## **19. Miscellaneous**

19.1. By default, Intelligent Research in Sponsoring delivers (according to the offer), either a PDF or an interactive portal solution. On request against reimbursement of additional costs, also as PPT and Excel (Microsoft Office) as of the 2010 version.

19.2. The contract is subject to German law, unless expressly agreed otherwise in writing.



19.3. Place of fulfillment and jurisdiction is Karlsruhe.

19.4. Should one or more provisions of the contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The ineffective or unenforceable provision shall be replaced by an analogous valid provision that comes closest to the economic purpose of the invalid or unenforceable provision. The same applies to gaps in the contract.