



General Terms & Conditions

2025

Crowdtech B.V.
Generaal Vetterstraat 82
1059 BW Amsterdam
+3120 - 412 0812
crowdtech.com

1. General

- 1.1. These general terms and conditions ("**General Terms and Conditions**") shall apply to any quotation, offer, assignment, and agreement, between Crowdtech B.V., its group companies, subsidiaries and legal successors ("the **Contractor**") on the one hand, and the customer/other party to the Contractor ("the **Client**") on the other hand ("the **Agreement**").
- 1.2. The Agreement and these General Terms and Conditions shall together form the entire agreement between the Client and the Contractor. The Client's general terms and conditions shall not apply. Deviations from these General Terms and Conditions can only be agreed upon in writing and shall apply only to the Agreement in respect of which they have explicitly been declared applicable.
- 1.3. Each assignment shall take place in compliance with the international ICC/ESOMAR Code on Market and Social Research, in so far as not provided otherwise in these General Terms and Conditions.
- 1.4. Should any provision of these General Terms and Conditions be void, or be declared void or non-binding, then the other provisions of these General Terms and Conditions shall remain in full force, and such provision shall automatically be deemed to have been replaced by a valid or binding provision that reflects as near as possible the intention of the parties as contained in the provision thus replaced.

2. Research briefing

- 2.1. The Contractor shall to a sufficient extent enquire after the objectives of the Client with regard to the Agreement.
- 2.2. The research proposals and offers by the Contractor are based on the information provided by the Client. The Client guarantees that it has provided all the essential information for the structure and performance of the Agreement. The Client also guarantees that it is authorised to use or have used all the information provided to the Contractor for market research purposes.

3. Conclusion of the Agreement

- 3.1. Any and all quotations, offers and any and all (research) proposals ("**Proposal**") by the Contractor shall be subject to contract. An Agreement shall only be concluded once the Contractor has confirmed the Agreement, or upon commencement - with the knowledge of the Client - of the performance of the Agreement.
- 3.2. The Contractor may charge for making a Proposal, provided that this has been agreed upon with the Client.
- 3.3. The rates and costs included by the Contractor in the Proposal shall not be increased by the Contractor for a period of four months after the date thereof, unless (i) the performance of the Proposal cannot take place within the period stated in the Proposal through the actions of the Client, or (ii) in case the Contractor has reserved the right to increase.
- 3.4. The amounts indicated shall always be exclusive of turnover tax (VAT) and expenses.

4. Amendments to the Agreement

- 4.1. If the Client wishes to make an amendment to the Agreement, the Client shall inform the Contractor in writing as soon as possible. The Contractor shall do its best, within reason, to achieve the desired amendment, provided that the Contractor and the Client will reach agreement on the increase or decrease in the costs caused by the amendment. The Contractor and the Client shall be obliged to adopt a reasonable attitude in this respect.
- 4.2. The Client and the Contractor shall be obliged to inform each other in writing of any amendment with regard to the performance of the Agreement.
- 4.3. Agreed delivery times shall not be binding in the case of delays due to unforeseen circumstances relating to interim amendments to the Agreement or to conditions beyond the control of the Contractor.
- 4.4. The Client shall at all times be obliged to state any deviations from the agreed time schedule as soon as possible, but in any event at least ten (10) working days prior to the planned commencement time of the performance of an Agreement. Should the Client not observe this term, the Contractor shall be entitled to full payment of the agreed fee.

5. Liability

- 5.1. The Contractor shall perform the Agreement to the best of its knowledge and ability. This obligation is in the nature of a best efforts obligation.
- 5.2. The Contractor shall be liable for any failure in the performance of the Agreement, but only to the extent that the Contractor has not acted carefully and/or not professionally.
- 5.3. If Contractor is liable for damage caused by its work for Client, the following provisions apply:
 - 5.3.1. If the damage is covered by Contractor's professional and business liability insurance or cyber and data risks insurance, liability is limited to the amount paid out in that case by the insurer, plus the applicable deductible.
 - 5.3.2. If the damage is not covered by liability insurance or cyber and data risks insurance, liability is limited to 100% of the annual amount of the compensation that Contractor has received for its work under the Agreement.
- 5.4. At the risk of forfeiting rights, the Client shall be obliged to submit a claim for compensation in writing within one year after the discovery of the damage.
- 5.5. Any liability of the Contractor for any indirect or consequential damage shall be excluded. Indirect and consequential damage shall include, among other things, any and all damage as a result of any form of use of research results by the Client or third parties, lost income and/or missed cost savings. The Client shall indemnify the Contractor immediately upon request for any third-party claims in that respect.
- 5.6. Client guarantees Contractor that it can approach the persons in the files provided for research, in other words, the persons in these files have not indicated that they do not wish to be approached for research. Client indemnifies Contractor against claims from third parties as a result of violation of this article.

6. Data Processing Agreement

- 6.1. If the Contractor processes personal data at the request of the Client, a Data Processing Agreement must be concluded between both parties.
- 6.2. The standard Data Processing Agreement of the Contractor applies to this, unless the parties have agreed on a different Data Processing Agreement for this.

7. Retention periods

- 7.1. The Contractor shall maintain a retention period of at least 12 months for primary files. Primary files include, but are not limited to, raw data files including unedited completed questionnaires, recordings of qualitative research and other similar files.
- 7.2. The Contractor shall maintain a retention period of at least 24 months for all other research documents.
- 7.3. The Client and Contractor may agree on other retention periods. These will be stated in the Data Processing Agreement.

8. Failure, force majeure and termination of the Agreement

- 8.1. If a party to the Agreement, as a result of a cause that cannot be attributed to the same party, cannot perform the Agreement according to the Agreement, this (these) part(y)(ies) should give the other party notice of default in writing and give the other party the opportunity to remove the cause within one week, unless this cannot reasonably be required or in case of force majeure. If the other party does not accept this offer or does not remove the cause within the reasonable period of time as stated, the former party shall be entitled to terminate the Agreement and be entitled to compensation for the damage suffered, unless in case of force majeure.
- 8.2. If a party is put into liquidation, applies for a (provisional) suspension of payments or ceases its operations, the other party shall have (i) the right to terminate the Agreement with immediate effect and (ii) the right to alternative compensation.
- 8.3. When a force majeure situation lasts longer than 7 days, either party shall have the right to terminate the Agreement in writing. Performances carried out already shall subsequently be settled proportionally, without the one party having any obligations towards the other party.

9. Fees and payment

- 9.1. The rates stated in a Proposal shall be exclusive of turnover tax (VAT) and expenses, but inclusive of travel and subsistence expenses, unless stated otherwise.
- 9.2. Contractor has the right to adjust its prices and rates once a year based on the annual change in the Consumer Price Index (CPI) of Statistics Netherlands (CBS). Such an adjustment does not give Client the right to terminate the Agreement.
- 9.3. In addition to the inflation adjustment referred to in article 9.2, the Contractor shall also be entitled to increase its rates once a year. The Contractor shall inform the Client at least 30 days in advance of such an increase. If the aforementioned increases together amount to more than ten percent (10%) compared to the old rates, the Client shall be entitled to

terminate the Agreement with effect from the date on which the increase will become effective, however subject to the notice period.

- 9.4. The rates for work in our proposals are based on the hourly rates of Contractor. If the budgeted number of hours is exceeded by more than 10%, additional costs may be charged.
- 9.5. The Contractor shall send invoices to the Client for the fees due. The Client has to pay the invoiced amounts within 30 days of the invoice date. The Client shall not be entitled to suspension and/or netting of obligations towards the Contractor.
- 9.6. If the Client does not meet its obligations under the provisions of this article, all costs incurred by the Contractor shall be payable by the Client. If the Client shall remain in default in respect of the payment within the prescribed period, it shall incur a fine immediately due and payable of fifteen percent (15%) of the amount due at that time, with a minimum fine of EUR 350.-.
- 9.7. If the Contractor can demonstrate that it has incurred costs that were reasonably necessary under the circumstances, these costs shall also qualify for reimbursement.
- 9.8. Any and all court and enforcement costs incurred by the Contractor shall also be payable by the Client.

10. Intellectual property

- 10.1. All rights (including copyright) in respect of the following (research) material shall vest or remain vested in the Client and/or shall be transferred to the Client:
 - 10.1.1. questionnaires, instructions, specifications, data files, and other information provided by the Client; and
 - 10.1.2. the result of the market research - in the form of reports, opinions and suchlike - if the Agreement concerns tailor-made research, provided that the Client will have paid the Contractor the full amount due to it. In this connection, tailor-made research shall mean any and all market research activities, both in qualitative and quantitative terms, specifically or only performed for the Client.
- 10.2. The Contractor shall not be allowed to communicate the material referred to in article 10.2, or any part thereof, to any third party without the consent of the Client.
 - 10.2.1. An exclusion to article 10.2 is the collection of anonymized benchmark data. By accepting these conditions, the Client grants the Contractor permission to collect anonymized benchmark data. For further information, see article 12 Benchmarking.
- 10.3. All rights (including copyright) in respect of the following (research) material shall vest or remain vested in the Contractor:
 - 10.3.1. research proposals, cost estimates, offers and suchlike;
 - 10.3.2. any and all of the (research) material produced by the Contractor, like models, techniques, questionnaires, instruments and software; and
 - 10.3.3. the result of the market research in the form of reports, opinions, etc. if the assignment concerns research for multiple clients. In this connection, research for multiple clients shall mean any and all market research activities, both in

qualitative and quantitative terms, to be carried out within the context of research, to the extent that the data shall be available from and/or for more than one Client.

- 10.4. The Client shall not be allowed to communicate the material referred to in article 10.3, or any part thereof, to any third party without the consent of the Contractor. The Client shall only be allowed to reproduce the material specified in Article 10.3.3 for internal use and otherwise use it for internal purposes.

11. Confidentiality

- 11.1. Each party undertakes to observe strict confidentiality with regard to any and all non-public information and documentation in connection with the Agreement, unless disclosure is required under the law.
- 11.2. Upon termination of the Agreement, each party shall return the documentation received from the other party. Each party shall in respect of such information and documentation impose a duty of confidentiality on its employees and other persons who are involved in the performance of the obligations under the Agreement. This provision shall remain in force also after termination of the Agreement.

12. Benchmarking

- 12.1. Contractor retains the option to compile a non-identifiable universe file, solely for the purpose of benchmarking.
- 12.2. Contractor may use data from Client research to build a (sector) benchmark.
- 12.3. This benchmark contains a limited number of KPIs (Key Performance Indicators) such as (non-exhaustive list) NPS, CSAT, CES, loyalty, image values, etc.
- 12.4. The benchmark does not contain any Personal Data and cannot be traced back to Client.

13. Secure file exchange

- 13.1. Files containing Personal Data will be sent securely by the Contractor and the Client.
- 13.2. The security consists of the file being provided with a password and preferably sent encrypted. The password is communicated via another communication channel (e.g. by telephone / SMS if the file is sent by e-mail).

14. Amendment clause

- 14.1. The Contractor is entitled to amend or supplement its General Terms and Conditions and Additional Terms and Conditions.
- 14.2. Amendments of minor importance – such as changing legislation or changes in business operations – can be implemented at any time.
- 14.3. Major substantive changes will be submitted to the Client in advance.

15. Applicable law and jurisdiction

- 15.1. The Agreement and any disputes arising there from or in connection therewith shall be governed by Dutch law. Any disputes arising from of or relating to the Agreement shall be submitted to the competent court in Amsterdam.
- 15.2. The Parties shall submit the case to the court only after they will have done their utmost to resolve the dispute in mutual consultation.
- 15.3. Disputes should be brought to the attention of the competent court within one year of the occurrence of the claim/damage and it becoming known to the claimant.

ADDITIONAL TERMS AND CONDITIONS IN RESPECT OF THE USE OF CROWDTECH INSIGHTS

Where use is made of the research platform and hosting services of Crowdtech (for example in case of a license in respect of Crowdtech Survey, Dialogue, Community, Connect) the following additional terms and conditions shall apply ("**Additional Terms and Conditions**"). In the event of any conflict between a provision of these Additional Terms and Conditions and a provision of the General Terms and Conditions, the provision of these Additional Terms and Conditions shall prevail.

1. Definitions

- 1.1. In these Additional Terms and Conditions, the following terms shall be capitalised. These terms are defined as stated below:
 - 1.1.1. **Crowdtech Insights:** offering the possibility and the facilities to easily create and distribute research to respondents, set up panels or carry out qualitative online research by making available research software, the Server, the Database inclusive of maintenance, upgrades and hosting.
 - 1.1.2. **Server:** a computer managed by or for the benefit of the Contractor containing Crowdtech Insights.
 - 1.1.3. **Database:** file where the research data are registered. This file shall be managed by the Contractor.
 - 1.1.4. **Services:** the services or assignment performed by the Contractor for the Client.
 - 1.1.5. **Material:** amongst other things, material that has been identified as such in the Agreement, but also any and all of the material that is used for the Services, and which has been developed by the Contractor. This material may include text, audio, video, animation, film, music, images, databases, software, HTML files, etc.
 - 1.1.6. **Agreement:** the agreement between the Client and the Contractor, including the Confirmation of Assignment Form.
 - 1.1.7. **Confirmation of Assignment Form:** the confirmation by the Contractor in respect of the assignment received from the Client. This form has to be signed by both the Client and the Contractor.
 - 1.1.8. **Username:** the username to be used by the Client.
 - 1.1.9. **Password:** the password to be used by the Client.
 - 1.1.10. **Personal Data:** (Sensitive) Personal Data according to the GDPR.

2. Crowdtech Insights

- 2.1. Within five (5) working days after the Agreement comes into effect, the Contractor will grant the Client access to its own management environment on the Server, with which the Client can configure and manage Crowdtech Insights.
- 2.2. The Contractor shall endeavour (i) to keep Crowdtech Insights available and (ii) to have sufficient capacity available to facilitate the research activities.

3. Use of Crowdtech Insights

- 3.1. The Client shall arrange, for its own risk and expense, for the creation, distribution and the management of research. The Client shall determine which information and materials shall be stored and/or exchanged using Crowdtech Insights. The Contractor has no knowledge of such information and materials. The Client shall, therefore, be responsible for the information and materials to be lawful and not infringing the rights of any third parties. The Contractor shall not be responsible for the information and materials stored and/or exchanged using Crowdtech Insights. The Client shall indemnify the Contractor against claims of third parties that are based on the allegation that the information and materials stored and/or exchanged by the Client using Crowdtech Insights are unlawfully.
- 3.2. Should it be or appear clear to the Contractor that information stored and/or exchanged by the Client using Crowdtech Insights is unlawful, it will act in order to remove such information or to make access thereto impossible. In no case shall the Contractor be liable for any damage arising there from.
- 3.3. The Client must maintain secrecy in respect of the Username and the Password provided by the Contractor to the Client. The Contractor shall not be liable for the misuse of Usernames and Passwords and may assume that a user who logs in with the Username and the Password is indeed actually the Client or one of the Client's employees. As soon as the Client knows or suspects that Usernames and/or Passwords have ended up in the hands of unauthorised persons, the Client should inform the Contractor thereof in writing.
- 3.4. The Client shall indemnify the Contractor against any liability toward third parties, in particular liability towards respondents of research, with regard to the loss of the Database or parts thereof.
- 3.5. Client acknowledges and accepts that software is never perfect or 100% free of bugs or that all bugs will (be able to) be repaired. Client accepts the software in the condition it is in on the date of delivery ("as is").

4. Database

- 4.1. For the purposes of the operation of Crowdtech Insights, the Database will be created by the Client under the responsibility of the Client. As far as the Client is, on the basis of the law, not regarded as a producer of the database, through concluding the Agreement, a full transfer of all sui generis database rights to the Client shall become effective pursuant to article 2 paragraph 4 of the Dutch Databases (Legal Protection) Act (or any other foreign relevant equivalent of this act when this applies).
- 4.2. By entering into the Agreement, the Client instructs the Contractor to process the Personal Data of respondents within the context of the use of Crowdtech Insights. The Contractor shall only process other data on the instruction of the Client or in case of a legal obligation to that end.
- 4.3. The Contractor guarantees that the Client has lawfully created the Database.
- 4.4. the Client shall indemnify the Contractor against claims by third parties in respect of research carried out.

- 4.5. The Client shall immediately inform the Contractor of any failures of Crowdtech Insights or of the Database. The Contractor shall not be liable for no or late delivery of the Database or Crowdtech Insights as a result of failures in the event that the Client has not informed the Contractor immediately of such a failure.

5. Processing of Personal Data

- 5.1. By providing the Services, the Contractor shall process Personal Data for the benefit of the Client. This means that the Client shall be responsible within the meaning of the GDPR (or any other foreign relevant equivalent of this act when this applies) in respect of such processing. The Contractor shall only act as processor within the meaning of the GDPR (or any other foreign relevant equivalent of this act when this applies). The processing of Personal Data will be done in accordance with legislation and regulations, which shall, according to the best knowledge of the Contractor, be applicable.
- 5.2. Unless required by applicable legislation and regulations, the Contractor shall only process Personal Data on the instruction of the Client. All Personal Data processed by the Contractor under the Agreement shall be deemed to have been processed on the instruction of the Client. The Client guarantees that the Client has lawfully acquired and lawfully uses the Personal Data being processed under the Agreement.
- 5.3. The Contractor shall implement appropriate technical and organisational measures in order to protect Personal Data against loss or against any form of unlawful processing. These measures shall, taking into account the state of the art and the costs of the implementation, ensure an appropriate level of security in view of the risks involved in the processing and the nature of the data to be protected.
- 5.4. With the exception of cases of wilful misconduct or gross negligence on the part of the Contractor, the Client shall indemnify the Contractor against claims of third parties for damage allegedly caused by unlawful processing or by any act incompatible with the GDPR (or any other foreign relevant equivalent of such legislation when this applies).
- 5.5. All employees who are acting under the authority of the Contractor and who have access to the Personal Data, shall maintain confidentiality in respect of the Personal Data of which they are aware, unless they are required by law to disclose information.

6. Retention periods

- 6.1. For each survey, the default retention period is set to 24 months on the login column and on the data enrichment columns. The client can change this to a different retention period or turn it off.
- 6.2. Any survey whose end date is more than 5 years in the past will be deleted.

7. Fees and payment

- 7.1 From the moment of conclusion of the Agreement, the Client shall be due to pay an annual license fee to the Contractor in respect of the Services. The license term is stated in the agreement.

- 7.2 In the first year, a separate fee shall be calculated in the form of a set-up fee. The invoice for this will be sent within two weeks after the signing of the Agreement.
- 7.3 In exchange for this license fee, the Client shall obtain (i) the right to use Crowdtech Insights, (ii) the right to any upgrades, and (iii) the right to hosting of the database on the Servers of the Contractor.

8. Term, termination and consequences termination

- 8.1 The Agreement shall, after its initial term, automatically be renewed each time for an equal period.
- 8.2 The Parties can terminate the Agreement at any time with effect from the end of a contract period, subject to a notice period of 1 (one) month.
- 8.3 Upon termination of the Agreement, the Client shall no longer be authorised to use Crowdtech Insights.
- 8.4 If the Contractor has developed Material for the Client, the Client shall also no longer be allowed to use such Material. By agreement, the Client shall be allowed, after termination of the Agreement and against payment of a fee, to obtain a right of use in respect of the Material.

9. Intellectual property rights

- 9.1. All rights of intellectual or industrial property in respect of Crowdtech Insights and the Material shall vest exclusively in the Contractor and/or its licensors. Granting a license and a right of use in respect of Crowdtech Insights and the Material shall not constitute a transfer of copyright or any other intellectual or industrial property right in respect of Crowdtech Insights or the Material.

10. Reference

- 10.1. The Client hereby grants permission to the Contractor to use the name and the logo of the Client for the purpose of promotion and/or as a reference.
- 10.2. The Contractor shall, in the survey format in respect of and for the Client, be entitled to include the logo of the Contractor, or the following text: "*powered by Crowdtech*". For the words "*Crowdtech*" or the logo, a hyperlink shall be inserted to the web page of Crowdtech.