

**N.B.:** Subject to any alteration subsequently agreed in writing, these general terms and conditions of service are the only general terms and conditions governing the contractual relationship between the Parties, and fully exclude any other general terms and conditions of sale, purchase, or service.

## 1. Definitions

For the purposes of the Agreement the following terms mean:

**Access Panel:** a service that enables private individuals and/or legal entities who volunteer to respond to surveys.

**Bilendi:** Bilendi GmbH is registered in the commercial registry at the district court of Charlottenburg, HRB 108 898 B. The registered address is Uhlandstr 47, 10719 Berlin. The provisions of this Agreement surrounding privacy, personal data and confidential information will also apply to all legal entities within the Bilendi group of companies, the head office of which is Bilendi SA and is registered on the Paris Trade and Companies Register under No. 428 254 874 and has its registered office at 4, rue Ventadour 75001 Paris, France.

**Bilendi Group:** Bilendi SA (French Limited Company with share capital of €360 302,32, which is registered on the Paris Trade and Companies Register under No. 428 254 874, and has its registered office at 4, rue Ventadour 75001 Paris) and all its subsidiaries.

**Client:** the legal entity that enters into the Agreement with Bilendi, and the name and contact details of which are specified in the Budget Proposal.

**Agreement:** all of the general terms and conditions of service included in this document, other terms and conditions included in the Budget Proposal, and any confirmation of the Budget Proposal by the Client, regardless of whether they are communicated verbally or in writing, including via email. In the event of a conflict between the general terms and conditions of service included in this document and the terms and conditions included in the Budget Proposal, the latter terms and conditions shall prevail.

**Data:** all of the data provided by the Panellists in response to the Questionnaire.

**Force majeure:** force majeure event or random event, as these concepts are determined in law and/or by French case law.

**“Full Service”:** services according to the terms of which Bilendi programmes and hosts the Questionnaire, provides a sample of Panellists to the Client, and delivers the Data to the Client at the end of the survey. Bilendi can also process the Data and deliver Results to the Client.

**Confidential Information:** any information, regardless of the medium and of whether it is written or verbal, regarding the Parties, their business activities and services (including, on a non-exhaustive basis, their technical and commercial know-how, inventions, procedures, methodologies, software, and content, regardless of whether that content is protected by intellectual property rights), including the terms of the Agreement, but excluding any information that may be in the public domain.

**Panellist:** private individual or legal entity registered with the Access Panel, and who has authorised the use of their personal data in order to receive surveys.

**Party or Parties:** Bilendi and/or the Client.

**Price:** the total amount payable to Bilendi by the Client in exchange for the Services provided by Bilendi, as determined in the Budget Proposal.

**Products:** products supplied to Panellists by the Client, in order for the former to try them out at home.

**Budget Proposal:** document drawn up by Bilendi, which sets out the specific details of the Services that Bilendi is proposing to provide to the Client as part of the Agreement, and which mentions the Price. The Budget Proposal may be sent to the Client via email, as an attachment, or in the body of the actual email.

**Questionnaire:** questionnaire prepared by the Client for the purposes of a survey and provided to Bilendi in order to be submitted to a sample of Panellists.

**Results:** research, reports, tables, and other documents produced by Bilendi based on the Data.

**“Sample Only”:** services according to the terms of which Bilendi supplies a sample of Panellists to the Client. The Client is responsible for programming and hosting the Questionnaire.

**Services:** services that Bilendi provides to the Client, as determined in the Budget Proposal, and governed by the terms of the Agreement including “Full Service” or “Sample Only” services, depending on what applies.

## 2. Provision of the Services

2.1 The Budget Proposal shall be valid for a period of ninety (90) calendar days as from the date when it is forwarded to the Client by Bilendi.

2.2 By agreeing to any Budget Proposal in writing, the Client also agrees to the terms of these general terms and conditions of service and acknowledges that the Agreement governs the provision of the Services.

2.3 The Client must provide Bilendi with all the documents and other items required (including the Questionnaire), and with all the data and other information required for the provision of the Services, within a sufficient timeframe to enable Bilendi to provide the Services in accordance with the Agreement. The Client shall ensure the accuracy, relevance, and comprehensiveness of the Questionnaire and of any other documents, information, data, and instructions provided to Bilendi.

2.4 Bilendi shall select the Panellists depending on the criteria chosen by the Client, in accordance with the Budget Proposal. Regardless of the Services provided by Bilendi (“Sample Only” or “Full Service”), Bilendi shall invite the Panellists selected to reply to the Client’s Questionnaire via email. Bilendi may add any useful comments relating to the Access Panel and to the Panellist’s opportunity to win points or other bonuses to the wording of the invitation. Bilendi undertakes to send the emails containing the invitation to reply to the Questionnaire to the selected Panellists within the timeframe and according to the frequency provided for in the Budget Proposal. However, Bilendi reserves the right not to invite its Panellists if it considers that a survey may be contrary to the general interests of the Access Panel.

2.5 Bilendi reserves the right to sub-contract all or part of the Services to any third party of its choice, which the Client expressly agrees to.

**3. Term & Termination of the Agreement**

3.1 The Agreement shall take effect as from the date when the Client agrees to the Budget Proposal in writing, and shall remain in effect throughout the term of the obligations specified in the Agreement.

3.2 Bilendi may automatically terminate the Agreement at any time, with no legal formalities and with immediate effect, if it observes a serious breach or repeated breaches of their contractual obligations by the Client, and if the breach cannot be remedied, regardless of its nature, or no corrective measure has been taken within a period of five (5) business days following receipt by the Client of a letter of notice specifying the nature of the breach and requesting that it be remedied, notwithstanding any damages and interest that may be demanded from the Client.

3.3 Subject to Clauses 4.2 and 4.3, each Party may automatically terminate the Agreement at any time, with no legal formalities, in the form of prior written notice sent to the other Party by registered letter with acknowledgement of receipt, in exchange for a notice period of at least five (5) business days.

3.4 The specifications of Clauses 6 to 17 of these general terms and conditions of service shall remain in force when the Agreement expires or is terminated and shall retain their effect throughout the term provided for in said Clauses, or otherwise throughout the period of the applicable legal requirements.

**4. Price**

4.1 The price payable to Bilendi by the Client shall be specified in the Budget Proposal. The Price shall be payable to Bilendi in accordance with Clause 6 below.

4.2 In the event of termination by the Client of an Agreement involving "Full Service" Services, the amounts payable to Bilendi (which cover the full value of the Services provided until the effective termination date) shall be as follows:

Termination	Amount payable
Following written acceptance of the Budget Proposal by the Client, but prior to the receipt of the Questionnaire by Bilendi	Negotiable depending on the work performed by Bilendi
Following receipt of the Questionnaire by Bilendi but prior to sending the invitations to the Panellists	100% of the internal and/or external expenses incurred
Following the sending of the invitations to the Panellists	100% of the Price

4.3 In the event of termination by the Client of an Agreement involving "Sample Only" Services, the amounts payable to Bilendi (which cover the full value of the Services provided until the effective termination date) shall be as follows:

Termination	Amount payable
Following written acceptance of the Budget Proposal by the Client, but prior to the receipt of the redirection links by Bilendi	Negotiable depending on the work performed by Bilendi
Following receipt of the redirection links by Bilendi, but prior to the sending of the invitations to the Panellists	250 euros (€), plus 100% of the internal and/or external expenses incurred

Following the sending of the invitations to the Panellists	100% of the Price
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4.4 If a Budget Proposal is agreed by the Client and the Services are then suspended for a period of over twenty-five (25) business days at the Client's request, or under their responsibility, Bilendi shall be entitled to issue an invoice for all of the internal and/or external expenses already incurred by Bilendi until the date when the Services were suspended, in accordance with Clauses 4.2 or 4.3, depending on what is applicable. The balance of the Price payable shall be invoiced in accordance with Clause 6.3.

4.5 The Client agrees and acknowledges that the amounts payable in accordance with Clauses 4.2 to 4.4 above are a prior and fair estimate of the loss suffered by Bilendi as a result of the termination or suspension of the Services by the Client.

4.6 If Bilendi is not in a position to provide the Services in accordance with the Agreement, it shall invoice the Client on the basis of the number of Panellists who actually filled in the Questionnaire.

4.7 Where the amount of the Price is determined on the basis of a "Best Effort Service" (defined as a service with no obligation of outcome), Bilendi shall not guarantee the number of Panellists who reply to the Questionnaire that may be achieved and shall therefore invoice its Services in accordance with the number of Panellists who actually filled in the Questionnaire.

4.8 In the event of an alteration to the extent of the Services to be provided by Bilendi, including, with no limitations, any alteration to the Questionnaire, an increase in the size of the sample of Panellists requested, or an alteration to the survey target and/or to the characteristic features of that target), the Client acknowledges that Bilendi is entitled to alter the Price in such a way as to take the alteration of the extent of the Services into account, and agrees to pay this altered price in accordance with the terms of the Agreement and of the amended invoice that shall have been submitted to them by Bilendi beforehand.

**5. Delivery of the Data and Results ("Full Service")**

5.1 The date when the Data and/or Results are delivered by Bilendi shall be specified in the Budget Proposal.

5.2 Bilendi cannot be held liable to the Client as the result of a delay, or of a failure in delivering the Data and/or Results if such delay or failure results from a Force Majeure event, or is attributable to the Client, or to a third party acting in their name, e.g. if the Client has not provided Bilendi with the information or other items that Bilendi requires in order to supply the Services specified in the Budget Proposal.

**6. Payment terms**

6.1 The Client shall settle the Price in euros within a period of thirty (30) calendar days as from the date when Bilendi issues the corresponding invoice.

6.2 No compensation or discount shall apply.

6.3 Unless specified otherwise in the Budget Proposal, Bilendi shall issue an invoice at the end of the provision of the Services. If delays occur in the provision of the Services as the result of actions or omissions committed by the Client, or if the delay is the consequence of a Force

Majeure event, Bilendi shall be entitled to issue an initial invoice, in accordance with Clause 4.4 above.

6.4 In the event of non-payment within the timeframe provided for in the Agreement, any unpaid amount shall automatically bear interest at the overnight rate equivalent to the interest rate applied by the European Central Bank at the time of its most recent refinancing transaction plus ten (10) percentage points, until the date when the principal amount, interest, expenses, and ancillary expenses are paid in full, with no prior formalities, and notwithstanding any damages and interest that Bilendi reserves the right to claim. Furthermore, the Client shall automatically owe Bilendi the fixed-rate compensation amount for recovery expenses provided for in Article L. 441-6 of the French Commercial Code, and its application decree (€40). If the recovery expenses incurred are higher than the amount of this fixed-rate compensation, Bilendi may request additional compensation, on production of the supporting documents.

## 7. Protection of personal data

The Parties undertake to comply with the relevant laws and regulations on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 which takes force on 25 May 2018 (hereinafter the "General Data Protection Regulation (GDPR)") and any applicable German laws and regulations relating to personal data (hereinafter the "German Regulations") as amended from time-to-time.

7.1 Bilendi will be regarded as a (data) controller, as set out in Article 4 of the General Data Protection Regulation (GDPR), regarding the processing of Panelists' personal data for the purposes of providing Access Panel services (e.g. personal data provided by Panelists when registering for any Access Panel of Bilendi or when responding to qualification questionnaires which are designed to help Bilendi assess what surveys are the most relevant to them).

7.2 The Client will be regarded as a (data) controller or the (data) controller's representative, within the meaning as set out in Article 4 of the General Data Protection Regulation (GDPR), regarding the processing of Panelists' personal data for the purpose of providing them with a Questionnaire (e.g. personal data used to select a sample of Panelists and to send invitations, answers to the Questionnaire).

In some cases, the Client may provide Bilendi with personal data of potential respondents in order to deduplicate such personal data with Bilendi Group's panelists or to invite them to participate in a questionnaire, in this case, the Client will be regarded as a (data) controller or the (data) controller's representative for these personal data and Bilendi will be regarded as the (data) processor.

Bilendi shall also act as a (data) processor, with the meaning as set out in Article 4 of the General Data Protection Regulation (GDPR), for all or part of the Panelists' personal data, depending on the Services provided to the Client:

### Sample Only

If, on behalf of the Client, Bilendi only selects and invites Panelists to participate in the Client's Questionnaire, Bilendi shall not have access to the Questionnaire nor to any answers of Panelists to the Questionnaire, which may include personal data. Bilendi shall not be regarded as a (data) processor commissioned by the Client regarding the processing by the Client of any personal data included in the Client's Questionnaire. Bilendi shall only be regarded as a processor regarding its processing, on behalf of the

Client, of Panelists' personal data that is necessary to select and invite them to participate in the Client's survey.

### Full Service

If, as part of its Services, Bilendi programs and/or conducts a Questionnaire on behalf of the Client, Bilendi shall be regarded as a (data) processor commissioned by the Client regarding its processing, on behalf of the Client, of Panelists' personal data that is necessary to select and invite them to participate in the Client's survey and of Panelists' personal data included in the Client's Questionnaire.

To ensure Panelists' anonymity when answering to the Client's Questionnaire, the Parties agree that Bilendi, with the exception of the Questionnaires referred to in paragraph 2 of section 7.3, shall not disclose to the Client any Panelists' personal data collected by Bilendi on behalf of the Client. Instead, Bilendi shall only give the Client anonymised data in the form of an identification number (ID) created for the purpose of the Questionnaire and, if applicable, anonymised demographic data, for example, but not limited to: age, gender and region.

7.3 It is the relevant (data) controller's responsibility to inform the data subjects concerned by the processing operations at the time data is collected. Where processing is based on consent, the controller shall be able to demonstrate within forty-eight (48) hours of a request that the data subject has consented to their personal data being processed.

In particular, if the Client's Questionnaire contains or requires answers with personal data, for example but not limited to: name, email, address, telephone, ID used for a recontact, IP address, or if the Client provides Bilendi with personal data, it is the Client's responsibility, where processing is based on consent, to demonstrate that the data subject has consented to their personal data being processed. In addition, if the Client wishes to collect any personal data from the Panelist, either indirectly, for example but not limited to: IP address, GAID, IDFA or indirectly through the Client's Questionnaire, for example but not limited to: identity and contact details, email, name, address, phone number; photo; video, Bilendi must be informed of this by the Client in advance and Bilendi must provide its prior written consent.

Bilendi will be able to demonstrate that the data subject member of Bilendi's Access Panel has consented to receive a solicitation in order to complete the Questionnaire and Bilendi will be able to demonstrate that the data subject consented at the time the data being processed to select them was collected.

7.4 The Client agrees not to place any cookies on the Panelists' devices without Bilendi's prior written consent and without giving the Panelists' prior notification and receiving consent, in the case if that is applicable.

7.5 Each Party agrees not to use any personal data transmitted by the other Party for any purpose other than the one for which this personal data has been transmitted. The Client also undertakes not to recruit or re-contact any Panelist participating in a survey, using any method of communication and for any reason whatsoever, whether for market research or other purposes, at any time during the provision of the Services or subsequently, without Bilendi's prior written consent to do so.

7.6 Each Party undertakes to implement the appropriate technical and organisational security measures to ensure a level of security appropriate to the risk related to the automated processing of personal data.

Where Bilendi acts as a (data) processor, the following provisions shall apply.

7.6.1 The scope, subject-matter, nature and purpose of the data processing activities undertaken by Bilendi on behalf of the Client, as well as the type of personal data and the categories of data subjects (i.e. the characteristics of the Panelists to be selected and invited to participate in the survey) shall be specified in the respective order and in the associated description of Services. Bilendi only collects, processes and uses the personal data on behalf of the Client for the purpose of fulfilling the Client's order and if applicable, in order to carry out any special instructions given by the Client.

#### 7.6.2 Instruction

Bilendi shall process the personal data only after receiving documented instruction to do so from the Client, including transfers of personal data to a third country or an international organisation, unless required to do so by EU or individual State law to which Bilendi is subject. In such a case, Bilendi shall inform the Client of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest.

Bilendi shall immediately comply in particular with any instructions concerning the correction, deletion and blocking of personal data. The Client shall reimburse Bilendi, in line with Bilendi's standard daily rates, which are available on request, for the reasonable cost of carrying out instructions that go beyond the contractually agreed Services provided as part of the order as set out in the Budget Proposal. The Client shall be solely responsible for any consequences of its instructions, for example, inconsistency with databases. The Client must provide any instructions in writing.

Bilendi shall immediately inform the Client if, in its opinion, an instruction infringes the General Data Protection Regulation (GDPR) or other EU or Individual State data protection provisions, such as the German Regulations.

#### 7.6.3 Confidentiality

Bilendi shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

#### 7.6.4 Security Measures

Bilendi shall take all technical and organisational security measures required pursuant to Article 32 of the General Data Protection Regulation (GDPR) and pursuant to the German Regulations. The security measures that Bilendi implements are set out in a "data protection strategy" document, the latest version of which shall be sent to the Client on request.

#### 7.6.5 Documentation and Audits

Bilendi shall make available to the Client all information necessary to demonstrate compliance with the obligations set out in Article 28 of the General Data Protection Regulation (GDPR) and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client. The Client is entitled to check whether Bilendi's data protection strategy is being implemented by requesting information or by conducting on-site inspections during regular business hours, provided that the Client notifies Bilendi of its visit in advance and the inspection takes place without causing major disruption to the Bilendi's business processes and activities. Unless there is a particular cause for concern, Bilendi must be notified of such inspections at least two (2) weeks in advance. In the event of such an inspection taking place, the Client shall reimburse Bilendi a reasonable amount in return for its cooperation, in line with Bilendi's standard daily rates, details of which can be made available to the Client on request.

#### 7.6.6 Duration

If Bilendi uses data storage media belonging to the Client while programming and/or conducting the Questionnaire, Bilendi shall return these data storage media to the Client at the end of the contractual relationship. Unless it receives any instructions to the contrary or is legally obliged to store or retain the data for a longer period, Bilendi shall, three (3) months after the end of the provision of Services relating to a specific Client's Questionnaire, delete the personal data that it has processed on behalf of the Client, but not the personal data that it has also processed as a controller (e.g. Bilendi shall delete answers to the Questionnaire given by the Panelists, but not the Panelists' personal data such as name, age, gender, etc. processed by Bilendi for other purposes than in relation to the Client's Questionnaire).

7.6.7 Bilendi's data protection officer is: HARLAY AVOCATS.

#### 7.6.8 Assistance to the Client

Bilendi shall assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation (GDPR), taking into account the nature of the processing and the information available to Bilendi. As regards notification of personal data breaches in particular, Bilendi shall notify the Client of any personal data breach no later than seventy-two (72) hours after having become aware of it. In such a case, Bilendi shall come to an agreement with the Client on how to remedy such a breach. Upon instruction from the Client, Bilendi shall notify the personal data breach to the competent supervisory authority (the ICO) and/or to data subjects, if required. The Client shall reimburse Bilendi for the reasonable costs of such support, in line with Bilendi's standard daily rates.

#### 7.6.9 Exercise of data subjects' rights

Bilendi shall, taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the General Data Protection Regulation (GDPR).

Where Bilendi processes personal data on behalf of the Client but does not transmit this personal data to the Client, who therefore cannot identify the data subjects, Bilendi shall respond, in the name and on behalf of the Client within the periods referred to by the General Data Protection Regulation (GDPR), to data subjects' requests to exercise their rights, with regard to personal data covered by the data processing performed by Bilendi on behalf of the Client. The Client shall reimburse Bilendi for the reasonable costs of such support, in line with Bilendi's standard daily rates.

#### 7.6.10 Sub-processors/Transfer of personal data outside the EEA

Bilendi is entitled to engage other processors (hereinafter "the Sub-Processors") to conduct specific processing activities on behalf of the Client, in particular but not limited to, other entities within Bilendi Group, in accordance with Article 28 §2 and §4 of the General Data Protection Regulation (GDPR). Bilendi shall ensure that the contractual arrangements made with its sub-processors comply with the provisions of the General Data Protection Regulation (GDPR) and the German Regulations, and in particular that the same data protection obligations as set out in this Agreement will be imposed on the sub-processors. Bilendi shall inform the Client of the sub-processors it engages and of any changes concerning the addition or replacement of the sub-processors that it intends to make for processing personal data on the Client's behalf. The Client shall have 24 hours from the date on which it receives such information to object thereto. Sub-processing is only



possible where the Client has not objected thereto within the agreed timeframe.

The Client authorises Bilendi to transfer personal data to any third party outside the EEA, (i) which ensures an adequate level of data protection or (ii) which does not ensure an adequate level of data protection, provided that (a) Bilendi provides appropriate safeguards (such as standard data protection clauses adopted by the EU) or (b) the transfer is based on a legal or regulatory derogation.

The Client hereby grants a mandate to Bilendi to conclude the controller to processor standard contractual clauses based on the EU Commission's decision C(2010)593 (or as updated or replaced from time to time) with Sub-Processors, in the name and on behalf of Client (as controller) or, if applicable, on behalf of Client's affiliates or clients (as controller).

7.6.11 The Client also undertakes to:

- document, in writing, any instruction on the processing of personal data by Bilendi;
- provide any necessary information to Bilendi;
- ensure, before and throughout the processing, compliance by Bilendi with the obligations set out in the General Data Protection Regulation (GDPR) and in the German Regulations;
- supervise the processing of the personal data by Bilendi.

7.7 Digital Audience Solution

Bilendi will collect personal data of Bilendi Group's Panelists, through a Cookie methodology, in order to measure Panelists' exposure to a specific digital content (for example, but not limited to, display advertising, video, web page, email) determined by the Client. Bilendi will be regarded as a (data) controller, within the meaning set out in Article 4 of the General Data Protection Regulation (GDPR), of these personal data. Bilendi shall only give the Client anonymised data in the form of an identification number created for the purpose of the Questionnaire and anonymised demographic data (e.g. age, gender and region) and anonymised data concerning exposure the digital campaign concerned.

## 8. Non-solicitation

The Client shall refrain from hiring any of Bilendi's employees either directly or indirectly throughout the term of the Agreement and during a period of twelve (12) months following its expiry or termination. In the event that the Client does not comply with this provision, it undertakes to compensate Bilendi by paying it a compensation amount that is at least equal to 200% of the gross annual salary of the employee concerned.

## 9. Intellectual property

9.1 Unless specified otherwise in the Budget Proposal, Bilendi shall assign all the intellectual property rights to the Results, where applicable, as from the payment of the Price by the Client.

9.2 The Provisions of Clause 9.1 shall not apply to the Panellists' personal data (including the Data) or to Bilendi's Confidential Information, or to any other item that is not expressly referred to in Clause 9.1, which shall remain the property of, and/or under the control of Bilendi or the third party concerned at all times.

9.3 Bilendi may use the Client's name and logos in any promotional and advertising documents, including (but not limited to) presenting its references, with the Client's written consent (which cannot be refused without reasonable grounds).

## Guarantees

9.4 Bilendi does not guarantee to the Client the relevance and accuracy of the content of the Data, or of any other data in its possession relating to the Panellists, which enabled it to select them, or that all of this data shall not breach third parties' rights, as this information was disclosed to it by the Panellists. Likewise, Bilendi is not offering the Client any guarantee regarding the Results, as these are prepared by Bilendi based on the Data, and this information has been disclosed to it by the Panellists.

9.5 Bilendi is not granting any other guarantee than for issues for which it is personally responsible.

9.6 Bilendi is not granting any express or implicit guarantee, other than the guarantees expressly provided for in the Agreement.

## 10. Liability

10.1 Where the Client is concerned, Bilendi's liability can only be engaged for any direct harm that the former may suffer in the event that Bilendi breaches one or several of its contractual obligations. Bilendi's liability cannot be engaged under the terms of the Agreement in the event of indirect and/or unforeseeable harm of any kind, including, with no limitations, any loss of profits, customers, data, any financial or commercial loss, and any intangible loss).

10.2 In any event, Bilendi's liability for any given loss arising from the Agreement is limited to the amount paid for the Services that were responsible for the loss incurred by the Client, while Bilendi's aggregate liability for all losses arising from the Agreement is limited to the total amount of the Price.

10.3 In the event that the Client wishes to supply Products to Panellists, the Client agrees and acknowledges that they are responsible for the delivery and use of the Products by the Panellists concerned, as well as for assessing such use. Bilendi shall not be liable for any costs, losses, expenditure, or direct or indirect harm relating to the delivery and use (e.g. allergies and accidents) of the Products by the Panellists or in their name under any circumstances, including in the event of defective Products.

10.4 Regardless of the Services provided by Bilendi ("Sample Only" or "Full Service"), the Client acknowledges that they are entirely responsible for the nature and contents of the Questionnaire, and for the survey more generally, including with regard to the regulations in effect, as well as for their accuracy, comprehensiveness, and appropriateness for their requirements. Specifically, the Client undertakes that the nature and/or contents of the Survey shall not breach any legal or regulatory provision in effect under any circumstances, shall not amount to an affront to common decency, an incitement to racial hatred, misleading or illegal advertising, or to the infringement of any intellectual property rights in that regard, and shall refrain from making any comments likely to shock the Panellists.

10.5 The Client undertakes to compensate Bilendi in full, and to hold it harmless against any harm, losses, costs, and expenditure (including reasonable legal fees) that Bilendi may incur, including in the event of complaints by third parties specifically resulting from a breach of one or several of their contractual obligations by the Client, from negligence on the latter's part, from the supply of Products to Panellists, or the supply to Bilendi of documents, data, instructions, or other information (including, on a non-exhaustive basis, the Questionnaire and/or the criteria for selecting the Panellists).

**11. Confidentiality**

11.1 Unless specified otherwise in this Agreement, or unless the other Party has given their prior written consent, each Party undertakes not to disclose any Confidential Information belonging to the other Party to third parties, regardless of whether that information was disclosed to them by the other Party or by third parties such as representatives, and to use this Confidential Information for the sole purposes of the Agreement.

11.2 Each Party undertakes only to disclose Confidential Information belonging to the other Party to its employees, representatives, or sub-contractors who need to be familiar with that information for the purposes of the Agreement, subject to these individuals being subject to confidentiality obligations that are at least as stringent as those included in this Agreement. Each Party guarantees that these individuals shall comply with their confidentiality obligations, in such a way that their liability could be engaged by the other Party in the event that these individuals breach said obligations.

11.3 Each Party can only make copies of the other Party's Confidential Information to the extent that such copies are strictly required for the execution of the Agreement.

11.4 Each Party undertakes to immediately return all the Confidential Information that they have received as part of the Agreement, together with any related copies, on any medium, to the other Party, or to destroy it immediately at any time, as soon as the other Party makes a request, and in any event when the Agreement expires.

11.5 Each Party's Confidential Information is and shall remain their exclusive property.

11.6 The Confidential Information shall be disclosed by each Party "as is" with no express or implicit guarantee of any kind. Each Party shall be exclusively responsible for the use that they and/or their employees, representatives, or sub-contractors make of the other Party's Confidential Information.

11.7 The restrictions in this clause shall not apply to any disclosure: made to the auditors, bankers or professional advisers of either Party; required by law or by any regulatory, governmental or antitrust body having applicable jurisdiction (provided that the disclosing Party, as far as is reasonably possible, shall first inform the other Party of its intention to disclose such information and take into account the reasonable comments of the other Party); which is made in connection with and reasonably required in relation to, the sale or transfer of any of its assets or business to a third party, provided that such third party is imposed confidentiality as well.

11.8 This Clause 12 shall remain in effect following the expiry or termination of the Agreement for as long as it is in the interests of each Party to maintain the confidentiality of its Confidential Information, and, in any event, during a period of at least five (5) years as from the expiry or termination of the Agreement.

**12. Force Majeure**

Bilendi's liability cannot be engaged in the event that the fulfilment of its obligations is delayed, restricted, or rendered impossible as the result of the occurrence of a Force Majeure event.

**13. Assignment**

13.1 The Client may not assign their rights and/or obligations under the Agreement to a third party without Bilendi's prior written consent.

13.2 Bilendi shall be free to assign the Agreement to any company in its group, or in the event of a merger, acquisition, demerger, or of the sale of its business assets.

**14. Applicable law and assignment of jurisdiction**

14.1 The Agreement is governed by German law.

14.2 If the Parties cannot reach an amicable agreement regarding any dispute relating to the Agreement, jurisdiction shall be expressly assigned to court responsible for Bilendi's registered office in Berlin.

**15. Whole agreement clause & Amendments**

15.1 The Agreement represents the whole agreement regarding the object of this document between the Parties. It replaces and cancels any prior agreements, negotiations, and discussions between the Parties relating to the same object, regardless of whether they are verbal or written.

15.2 Notwithstanding any specification to the contrary contained in this Agreement, any alteration of the Agreement must be the subject of a written amendment duly signed by the Parties.

**16. Miscellaneous**

16.1 In the event that any specification in the Agreement is considered as invalid, null and void, unenforceable, or inapplicable pursuant to a law or a regulation, or as the result of a final decision that has the authority of *res gestae* issued by a relevant court, the other provisions shall be considered as independent, and shall retain their full effect.

16.2 The fact one of the Parties is late in exercising any of their rights provided for in the Agreement, or does not exercise those rights, shall not be considered as a waiver of their right to exercise their rights in relation to either a past or future event. A waiver can only be effective if it is specified in a written document signed by the Party concerned.

16.3 No specification in the Agreement shall amount to, or be considered as amounting to a partnership, a cooperation agreement, or a *de jure* or *de facto* company between the Parties. Likewise, neither of the Parties shall be considered as a representative or employee of the other Party, and neither Party shall have the power to bind the other Party, or to enter into a contract in their name, or create any liability whatsoever incumbent upon the other Party.