

MASTER SERVICES AGREEMENT

SERVICE TYPE

☒ ONGOING SERVICE

This Agreement shall include all Projects performed by Netquest for the Client during the Term.

☐ SPECIFIC SERVICE

Project number: N/A

PARTIES

CLIENT LEGAL NAME,

hereinafter, the "Client", Ekonomický ústav AV ČR, v.v.i. (Economic Institute of the CAS, v.v.i.) with registered office at Politických vězňů 936/7, 110 00 Prague, Czech Republic
ID: 67985998
represented by: doc. Mgr. Marek Kapička, Ph.D., director
and

Univerzita Karlova, CERGE (Charles University, Center for Economic Research and Graduate Education)
with registered office at Politických vězňů 936/7, 110 00 Prague, Czech Republic
ID: 00216208
represented by: doc. Mgr. Marek Kapička, Ph.D.,
AND

SOLUCIONES NETQUEST DE INVESTIGACIÓN, S.L.U.,

hereinafter, "Netquest", a Spanish Company registered at Nexus I Building, Gran Capitán 2-4, office 404, 08034 Barcelona (Spain), with Spanish tax ID B.62.470.489, together with any Netquest Affiliate as defined in the Terms and Conditions.
Duly represented by Mr. Esteban Gabriel Gay Calvete, with Spanish ID 54331165J.

SERVICES TERM

EFFECTIVE DATE (DD / MM / YYYY): 15/10/2025
END DATE (DD / MM / YYYY): 15/12/2025

AUTOMATIC RENEWAL: No.

EARLY TERMINATION:

30 days prior written notice by any Party to the other.

GENERAL TERMS AND CONDITIONS

CAPITALIZED TERMS

Capitalized Terms shall have the same meaning as defined in Clause 2.1 of the General Terms and Conditions annexed to this Agreement.

APPLICABLE ANNEXES

The following Annexes contained in this Agreement are an inseparable part of the Netquest Terms and Conditions with the Client and must be interpreted as a single document:

ANNEX NSS – NETQUEST SAMPLING SERVICES

ANNEX NBS – NETQUEST BEHAVIORAL SERVICES

SUBSIDIARY TERMS AND CONDITIONS

Everything not specifically covered by the Special Conditions below shall be governed by the General Terms and Conditions annexed to this Agreement.

SPECIAL CONDITIONS

THESE SPECIAL CONDITIONS SHALL PREVAIL IF THEY CONTRADICT THE ANNEXED GENERAL TERMS AND CONDITIONS

STATEMENT OF WORK

Country: Colombia

Frequency of data collection: two waves, one month apart.

Number of Completed surveys per frequency: Pilot: 100. Wave 1: 4,500. Wave 2: 3,600. The number in wave 2 might be different depending on the actual participation rate of Panelists from the first wave. In particular, all 4,500 Panelists from wave 1 will be re-contacted and invited to participate in Wave 2. Expected participation rate is 80% (3,600).

Sampling criteria: Participants will be randomly selected from Netquest Panel.

Selection criteria and quotas: All participants should be 18 years or older, and the sample should be representative of the Colombian adult population in terms of age (across 18-24, 25-34, 35-44, 45+). Gender (50% female and 50% male). Socioeconomic level (across socioeconomic strata 1, 2, 3, 4, 5, 6), and geographic region (Andean, Caribbean, Pacific, Orinoco, Amazon, and Insular regions).

Filter out by attention check validator: The survey will include the following attention check question for the pilot and Wave 1, and only respondents who answer this question correctly will be considered to have completed the survey. Panelists who fail the attention check and are therefore filtered out shall not be counted as part of the calculation of the "Drop Out Rate" ("DOR") and the "Filter Out" ("FO"), since their exclusion does not result from abandoning the survey.

"In surveys like ours, sometimes there are participants who do not carefully read the questions and just quickly click through the survey. To show that you read our questions carefully and for our quality control, please choose "somewhat agree" from the options below.

What is your answer to this question? [strongly agree, somewhat agree, somewhat disagree, strongly disagree]"

Length of Interview (LOI): Pilot and Wave 1: 15 minutes. Wave 2: 10 minutes.

Data collection methodology: Mobile Web using client link developed using Qualtrics. This link is provided by the client. The survey will be in Spanish.

Deliverables:

- 1) Distribute the survey links to Panelists in accordance with the provided sampling criteria for the pilot, wave 1, and wave 2 and ensure the collection of completed surveys
- 2) Implement the payments to the survey respondents that has completed the survey according to the incentives scheme.
- 3) Implement additional payments to non-respondents according to the incentives scheme.

Netquest will not be responsible for survey programming, data management, or data analysis. These tasks will be handled exclusively by the client.

Incentives scheme:

Fixed participation fee: All participants who complete the survey in the pilot and each wave will receive a fixed participation fee. This payment follows Netquest standard compensation rates for online survey participation.

Bonus Payments: In addition to the fixed participation fee, a total of 300 participants will be eligible to receive a bonus payment of up to EUR 1. These bonus-related activities are integrated into the survey content and do not require any additional tasks or time beyond the survey itself. The client will determine bonus eligibility and will provide a list of Panelist IDs to whom bonuses should be paid after each wave. The bonus payments will be allocated as follows:

- Donation Task (100 panelists): All participants in Wave 1 will complete a short decision-making task where they are asked how to allocate a EUR 1 between themselves and an NGO. Only 100 Panelists — randomly selected by the client after the survey launch — will be eligible to receive the actual bonus payment based on their decision. The client will provide the list of selected participants and specific amounts that should be paid to them, converted into Netquest platform's standard point system. Netquest is not required to process or transfer donations to the NGO.
- Recall Task (200 panelists): In both Wave 1 and Wave 2, all participants will be asked to recall a statistical value previously presented during the survey. After data collection, the 100 most accurate responses in each wave will be identified by the Client. These 200 participants (100 on each wave) will each receive an EUR 1 bonus, converted into Netquest's platform's standard point system. The research team will provide the list of selected participants.

Payments to non-respondents - Help or Harm Task (100 panelists): Netquest will implement payments to 50 individuals per wave (100 in total) who are Panelists but did not participate in the survey. These non-participant Panelists will receive a bonus payment between EUR 0 and EUR 10, converted into Netquest's platform's standard point system. The client will provide the selected bonus amounts (ranging from EUR 0 to EUR 10) and the required characteristics (e.g., age range, gender, education level) for matching. Netquest is responsible for identifying eligible non-respondents from its Panel who fit each profile and for delivering the corresponding bonus payments.

Global Costs:

	Activity	Deliverable	Date	Total price without taxes	Total price with taxes
1	Data collection pilot + wave 1	4,600 (100 in pilot and 4,500 in Wave 1) completed responses, meeting the sampling criteria, with bonus payments to responders and non-respondent panelists	October 2025	8838 EUR	8838 EUR
2	Data collection wave 2	Re-contacted share of the 4,500 respondents from wave 1 with bonus payments to responders and non-respondent panelists	November 2025	5438 EUR	5438 EUR

To these global costs Netquest is applying a 10% discount. Taxes do not apply in this case.

The total global cost, after applying the discount, amounts to EUR 12,848.40. This amount will be invoiced in two parts: one invoice covering the pilot and Wave 1, and another covering Wave 2. This price is the highest maximum of possible incurred cost, the actual billed total may be lowered depending on the actual bonus amounts applied after each wave.

External Petition Activity. The Parties acknowledge and agree that one specific task within the survey consists of inviting Panelists to voluntarily sign an online petition hosted on an external website outside of the survey software. For the purpose of this task, Panelists may provide personal data (specifically their name and email address) directly to the petition platform. The Client shall collect such data solely and exclusively for the purpose of managing and validating the petition. Upon completion of the petition-related activity, all personal data of the signatories will be permanently deleted and will not be used for any other purpose, including but not limited to solicitation, recruitment, or marketing communications. This activity shall not be construed as solicitation or recruitment of Panelists within the meaning of Clause 2.14, in ANNEX NSS - NETQUEST SAMPLING SERVICES as it is strictly limited to the voluntary signing of the petition and does not create or intend to create any separate panel, mailing list, or marketing channel.

Register of contracts. The Parties acknowledge and agree that this Agreement is subject to mandatory publication in the Register of Contracts (Registr smluv) pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Parties consent to such publication and undertake to provide each other with the cooperation necessary to ensure timely and proper disclosure of this Agreement. This Agreement shall become effective only upon its publication in the Register of Contracts in accordance with the above-mentioned Act.

Modification 9.1. Subcontracting in Terms and Conditions. Netquest may, upon notice and approval of the Client, subcontract one or more portions of the execution of any Service to affiliated companies or third parties. Netquest will use its best commercial efforts to ensure that the quality of work, Services and goods supplied by any subcontractor are substantially equal to quality Netquest would normally provide, and will otherwise conform to the provisions of these Terms. Netquest will be responsible for all work undertaken by a subcontractor.

Modification 2.15. Pricing in ANNEX NSS - NETQUEST SAMPLING SERVICES.

The final invoiced amount will reflect the CPI specified in the proposal. Netquest reserves the right to modify the viability and costs of the Project if the LOI differs 5 minutes from the LOI originally estimated.

Modification definitions "Complete", "Drop Out Rate", "Filter Out" in ANNEX NSS - NETQUEST SAMPLING SERVICES

- "Complete" or "CO" refers to a completed Survey (and associated Survey responses) by a Survey respondent who has not been screened out, has given consent to participate, passed the attention check, and is retained at the end of the Survey.
- "Drop Out Rate" or "DOR" refers to the ratio calculated as: number of Panelists abandoning the Survey / total of Panelists starting a Survey. Panelists who did not consent to participate or do not pass the attention check are not counted toward the number of Panelists abandoning the Survey.
- "Filter Out" or "FO" or "Screen Out" refers to the number of Panelists not matching the Survey filters. Panelists who did not consent to participate or do not pass the attention check are not counted toward the FO.

Signature Page follows.

SIGNATURE PAGE

THE PARTIES HEREBY AGREE TO BE BOUND BY THIS AGREEMENT

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

More specifically, electronic signature systems that may be available to signatories may consist of advanced electronic signatures in accordance with Article 26 of Regulation (EU) No 910/2014 of the European Parliament and of the Council of July 23, 2014, concerning electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, or simple as random keys, security codes, OTP or any other technological element that guarantee identification and express acceptance by the signatory Party at a specific time.

To this end, in each electronic system procedure a Trust Service Provider recognized by Regulation (EU) No 910/2014 of the European Parliament and of the Council, of July 23, 2014, will act as an independent third party when accrediting the execution of the operation.

Agreed and accepted,

CLIENT

Name: doc. Mgr. Marek Kapička, Ph.D.

NETQUEST

Terms and conditions

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1. THESE GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions (hereinafter, "Terms") shall apply for all market and social research projects, as well as for any future market and social research projects, which the Client instructs Netquest to perform during the Term.

Netquest or Netquest Affiliate shall be any legal entity as defined in Clause 17 hereinafter performing any Projects for the Client. Any Netquest Affiliate shall be entitled to bill for the Services rendered under these Terms.

Client shall be any counterparty requesting any Project or receiving any Services made available by Netquest.

If Clients have their own general terms and conditions, these shall not apply to the extent that they deviate from or contradict the Netquest's General Terms and Conditions, unless they are specifically agreed as Special Conditions with Netquest. In the event of a conflict between clauses, their minimum common ground shall apply. This is the case even if the Client demands absolute precedence of his own general terms and conditions. Should it prove impossible to determine the minimum common ground, these provisions shall not be part of the contract. In this case, the contract shall be governed by the individual agreements reached or by statutory provisions. Should any purchase order transmitted to Netquest by Client after the acceptance of the proposal / conclusion of the Agreement contain Client's general purchase terms and conditions, said general terms and conditions shall not apply regardless any reference made in Netquest's invoices (or other documents) referencing said order number.

Should agreements be reached that deviate either from these Terms, or that amend them, on conclusion of the contract or later, these shall require written consent of a Netquest employee with Power of Attorney.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

"Affiliate" means (i) in the case of Client, an entity which is under common control with or directly or indirectly controlled by Client; and (ii) in the case of Netquest, an entity which is indirectly or directly controlled by Soluciones Netquest de Investigación, S.L.U. as stated in Clause 17.

"Agreement" refers to these Terms, its applicable Annexes and/or any separate Statement of Work or Contract agreed with the Client.

"Annexes" shall mean the documents attached to and made an inseparable part of the Agreement.

"Client" the counterparty requesting the Project or receiving the Services pursuant to these Terms.

"Cookie" refers to text files containing information, which are dropped to a user's device when he or she visits a website. Cookies are read or sent back to the originating server on each subsequent visit, or to another website that recognizes that cookie.

"Disclosing Party" refers to the party disclosing confidential information as defined in Clause 12.

"Effective Date" is the date in which these Terms are entered to by the Client, either specified in Page 1 or accepted online, and according to the rules set forth in Clause 4.1.

"Fee" or "Fees" refers to the fees charged by Netquest for the Services provided under these Terms or the Statement of Work.

"Initial Term" as specified in Clause 4.1.

"Launch Date" refers to the date contained in a Statement of Work that is agreed between Netquest and the Client for the start of the Services.

"Minimum Fee" refers to a minimum Fee that may be charged on a Service regardless of the outcome.

"Netquest" or "Netquest Affiliate" refers to any group company as defined in Clause 17.

"Non-Panel Member" refers to an individual that is not a member of Netquest Panel, but may be contacted by Netquest by virtue of these Terms.

"Panel" refers to a collection of identifiable individuals who have agreed to be invited to and participate in research studies or Surveys with Netquest or its subsidiaries.

"Panel Member" or "Panelist" refers to an individual member of Netquest's Panel.

"Personal Data" (sometimes referred to as "Personally Identifiable Information" or "PII") refers to any information relating to an identified or identifiable natural person under the definition of the GDPR (i.e., a private individual as opposed to a corporate or other comparable entity). An identifiable person is someone who can be identified directly or indirectly, in particular by reference to an identification number or the person's physical, physiological, mental, economic, cultural or social characteristics.

"Project" refers to an aggregate set of Services requested to Netquest.

"Receiving Party" refers to the party receiving confidential information as defined in Clause 12.

"Registration Form" refers to the registration form made available by Netquest to the Client to be completed and submitted by the Client to Netquest prior to performing any of the Services for the first time by Netquest.

"Renewal Term" as specified in Clause 4.1.

"Representatives" means a Party's directors, officers, employees or agents.

"Service" refers to an individual product or service contained in any Project ordered by a Client under these Terms, Statement of Work or any other Contract and made available by Netquest.

"Service Items" refers to the individual, identifiable and autonomous items of a Service agreed with the Client.

"Statement of Work" shall mean a written statement, research proposal or quotation executed by the Parties outlining the mutually agreed upon terms for making Services or Projects available to a Client. The Statement of Work may also be referred to as a "SOW".

"Intellectual Property Rights" refer to any inventions, discoveries, innovations, documents, materials, software (including source code) or information related to methods, tools, designs, techniques, know-how or analysis used in Netquest's business as well as the concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, computer software designs, models or systems, prototypes, sampling methods, research designs, questionnaire forms

(unless provided by the Client), methods of process or questioning, systems of analysis, tabulating cards, computer tapes, disks and any other data record formats, computer programs, information and materials, whether or not patentable or copyrightable, used by Netquest in connection with these Terms.

"Term" as specified in Clause 4.1.

2.2. Interpretation

Section headings and definitions used in these Terms are for convenience only and have no legal effect. As used herein, the term "including" means "including without limitation".

Definitions above may not include all definitions contained in these Terms or its Annexes.

3. SERVICES

3.1. Services

Netquest will provide the Services pursuant to the terms of these Terms unless otherwise agreed in writing by a Netquest employee with Power of Attorney with the Client, and any proof of request, either oral or written, shall be valid as a Service acceptance of the Client.

4. TERM AND TERMINATION

4.1. Applicable Term

These Terms shall apply during the Term specified in the cover page of the Agreement or until it has been duly terminated and the obligations of either Party have been duly settled.

If no Term has been defined between the Parties, the Term of these Terms will be that of the Project or Service for which it has been accepted.

Notwithstanding the foregoing, Clauses 10, 12, 14, 15, 16 and 18 of these Terms, as well as other clauses of the specific Projects or Services contained in any SOW, which explicitly or by their nature must survive upon their termination, shall remain in force after the same.

These Terms may not terminate with respect to a particular SOW or Contract while such SOW or Contract is in effect.

4.2. Termination

If nothing has been agreed in any particular SOW or Contract between Client and Netquest, either Party shall be entitled to terminate these Terms, the SOW or any Contract with written notice to the other Party, effective immediately, if the other Party commits any material breach of these Terms, the SOW or any Contract and, in case of a breach capable of remedy, fails to remedy it within fifteen (15) days after receipt of a written notice giving full detail of the breach and requiring it to be remedied.

If nothing has been agreed in any particular SOW or Contract between Client and Netquest, either Party shall be entitled to terminate these Terms, the SOW or any Contract for its convenience and without

penalty by serving thirty (30) days written notice to the other Party at any time. In the event of a termination by either party, all SOWs and/or Contracts entered into prior to the date of notice of termination shall be completed and these Terms shall survive for purposes of such SOWs and/or Contracts.

4.3. Effect of Termination

If nothing has been agreed in any particular SOW or Contract between Client and Netquest upon a termination, all rights and duties of the Parties toward each other shall cease except those intended to survive such termination, provided that Client shall be obliged to pay, within thirty (30) days upon the submission of the invoice, all amounts owing to Netquest for unpaid Services.

5. NETQUEST QUALITY

5.1. Sector code

The Service made available to the Client pursuant to these Terms will be in accordance with all generally accepted professional industry standards and practices applicable to Netquest's and Client's respective industries, especially including the ESOMAR code (www.esomar.org).

5.2. ISO 20252 Certification

Netquest is certified by the ISO standard 20252:2019 on market, opinion and social research. Therefore, the Service will be rendered in accordance with ISO 20252:2019 on market, opinion and social research.

5.3. Netquest Services Transparency

The provision of the Service shall be in any case compliant with ISO 20252:2019 in relation to the information that shall be provided to Client.

Specifically, the reporting to Clients on completion of Projects shall cover, upon Client's request, the following:

- the participation invitation(s) and questionnaire(s) used,
- the sampling methods used, the research (fieldwork) period,
- the validation methods used, and how many cases have been excluded as a result of data validation,
- the participation rates and methods of calculating them,
- the evidence that leads to limitations in the projectability to the defined target population/universe and
- whether part or all of the Project was subcontracted, and the suppliers involved.

6. FEES AND PAYMENTS

6.1. Project Fee

The fee stated in the Statement of Work shall cover all the Services offered by Netquest in connection with carrying out the Project outlined in the Statement of Work. Netquest is entitled to an additional payment for any supplementary Services requested by the Client after a Statement of Work has been accepted.

6.2. Additional costs

Additional costs which Netquest is not responsible for and additional costs which were not foreseeable despite due care by Netquest at the time that the Project was commissioned, may be charged separately by Netquest, provided they are linked to a legitimate factual cause and are clearly recognizable for the Client and are adequately defined. This provision applies even if the Client has not caused these additional costs.

6.3. Minimum Service Fee

Netquest reserves the right to charge a Minimum Service Fee on any Project regardless of the outcome. Any Minimum Service Fee for a Project will be communicated by Netquest to the Client in the Statement of Work.

6.4. Project Management Fee

If Client requests Netquest to assign a Project Manager to run a Project and manage fieldwork on their behalf, Netquest reserves the right to charge a Project Management Fee. Any Project Management Fee will be communicated by Netquest in the Statement of Work.

6.5. Cookies

Netquest will charge a Fee if Client engages in the approved placement of cookies on the devices of Panel Members or Non-Panel Members. Any Fee for the placement of cookies will be communicated by Netquest in the Statement of Work.

6.6. System of Record

The Client acknowledges and agrees that information related to Fees is presented in every Statement of Work and will govern any disputes related to any Fee. The Client is solely responsible for any change of the Fees as a result of an alteration of the Service scope.

6.7. Validity of quotations

Quotations issued by Netquest to Client shall be valid for 90 days.

7. INVOICING

7.1. Invoiced Fees

The Fees payable to Netquest by the Client will be invoiced upon completion of a Project or Service, as agreed. Unless otherwise specified in the Statement of Work, Client is obliged to pay no later than thirty (30) days upon the submission of the invoice.

7.2. Partial invoicing

Netquest reserves the right to issue partial invoices in relation to the Fees for all Service Items incurred in a given Statement of Work if the Project is stopped or

canceled, even partially, by any reason. If not otherwise agreed between the Parties, Client shall compensate Netquest for those Fees for all work performed by Netquest, even partially, through the effective date of such stop or cancellation no later than thirty (30) days upon the submission of the invoice.

7.3. Payment Terms

Client agrees to pay the Fees as detailed in the Agreement or the Statement of Work and pay all invoices issued by Netquest. All Fees are exclusive of taxes. Payments shall be paid by the Client no later than thirty (30) days upon the submission of the invoice. Netquest reserves the right to charge interest on overdue payment pursuant to applicable law. Netquest will have the option to stop or cancel all Services to be provided hereunder if any amount due hereunder is not paid when due. In addition to the Fees listed in these Terms, Client will reimburse Netquest for all pass-through expenses pre-approved in writing by Client actually incurred by Netquest in the performance of any Services hereunder, provided Netquest submits to Client original receipts evidencing such incurred expenses.

7.4. Currency

All pricing and invoicing will be in the currency agreed and confirmed in the Statement of Work with the Client.

7.5. Registration Form

If requested by Netquest, Client will provide Netquest with the contact and company details requested on the Registration Form, with the Client committing to truthfully providing said data. The Client will inform Netquest of any change or modification to the data provided on the Registration Form.

8. NETQUEST SERVICES AVAILABILITY

8.1. Netquest Services Availability

Client acknowledges that the Services provided by Netquest require the use of a complex system, which operates using the Internet, and includes factors outside the control of Netquest. Accordingly, Client acknowledges that Netquest is providing the Services on a best commercial effort basis. The Client will not hold Netquest responsible for downtime or any other inability to provide Services hereunder caused by or arising out of factors or causes outside of Netquest's control. Netquest expressly disclaims any and all warranties, expressed and implied, including any warranties of title, merchantability, and fitness for a particular purpose.

9. SUBCONTRACTING

9.1. Subcontracting

Netquest may, upon notice and approval of the Client, subcontract one or more portions of the execution of any Service to affiliated companies or third parties. Netquest will use its best commercial efforts to ensure that the quality of work, Services and goods supplied by any subcontractor are substantially equal to quality Netquest would normally provide, and will

otherwise conform to the provisions of these Terms. Netquest will be responsible for all work undertaken by a subcontractor.

10. ABOUT PERSONAL DATA

The Services provided by Netquest, which are based on the collection and sharing of behavioral data and declarative survey data, may entail that Netquest and the Client mutually exchange Personally Identifiable Information (hereinafter, "PII").

There are three main scenarios where the Parties may receive PII from the other Party:

- In order to supply the Service, the Parties' respective employees provide their contact details so that the Parties could maintain a business relationship.
- When performing surveys online where Netquest acts as a data processor of personal data controlled by the Client, or Netquest acts as a data sub-processor of personal data processed by the Client.
- Also, when performing online surveys where the respondents are a group of Netquest Panel Members, their PII may eventually be accessed by the Client in authorized specific Projects.

10.1. Employee's contact details

Any processing of the Client's employees contact details is limited to the purpose of the Services provision on behalf of the Client, and is based on Netquest Privacy Policy, <https://www.netquest.com/en/privacy-policy/privacy>.

Likewise, the processing of Netquest's employees PII is limited to labor relationship purposes as agreed upon when joining the company.

10.2. Client's users or panel members PII

If the Client grants Netquest access to PII as a result of the provision of the Service, Client shall be responsible of that access and warrants that said data shall have been collected and shall be processed by Netquest complying with all applicable data protection laws.

In these cases, Netquest shall collaborate with the Client in complying with the required data protection standards.

10.3. Netquest's Panel Members PII

The Parties recognize that, when performing the Service, neither Client nor Netquest are interested in real identities, but in aggregate statistics about opinions and habits.

Thus, by default, Netquest's Panel Members PII shall not be processed or shared with the Client as a result of the agreed Service, as stated in Netquest Privacy Policy, <https://www.netquest.com/gb/privacy>, applicable to those Panel Members.

Exceptionally, some studies may require the access by the Client to certain Netquest's Panel Members PII, as previously informed to and authorized by Netquest. If said access is not covered by the Nicequest Privacy Policy, <https://www.nicequest.com/gb/privacy>, Netquest will gather specific consent for that limited purpose.

Examples may be:

- Studies based on facial reactions or eye movement data, obtained through specific software;
- Studies performed in external platforms where the discussion takes place (e.g., online communities);
- Post survey-validation and quality control recontacts.
- Studies where Client may have to report identities to be compliant with certain regulations or judicial orders (e.g. pharma-reporting cases, or as required by an authority within the framework of a legal proceeding);
- Studies requiring an analytic cookie drop within Netquest's Panel Members devices.
- Any other study that may be conducted in the future which includes access to PII.

In the aforementioned examples, the Client assumes the following obligations and ensure same duties shall be imposed on their employees and/or eventual providers.

10.3.1. Limited purpose

All accesses by the Client to Netquest's Panel Members PII shall be in line with its exclusive use for market research purposes, without exceptions.

It is expressly prohibited to use Netquest's Panel Members PII for any commercial or advertising purpose, feeding of any database (e.g., mailing list or parallel panel) or recontact not included in the Statement of Work, as well as for any other one Party's self-interest not limited to the agreed purpose.

10.3.2. Data security

The Parties undertake to adopt relevant state-of-the-art technical and organizational measures to avoid PII being accessed by unauthorized parties, being damaged in any way or not being accessible for any reason.

Those measures shall be applied according to the specific risks assessed by the Parties when processing PII for the provision of the Service.

10.3.3. Data retention

After the Project has been completed, and unless otherwise agreed between the Parties, all Netquest's Panel Members PII held by the Client will be deleted to the extent that it is technically possible.

Client shall provide proof of the data deletion upon Netquest's request, which may take place within 30 days from the Project termination.

10.3.4. Consideration

The Parties settle that the agreed Client's access to PII shall be considered in the Statement of Work of the Project, which must be approved by both Parties.

That circumstance shall be also reflected in all given instructions within the contact towards Netquest's Panel Members, which shall be adapted by Netquest based on prior relationship and applicable regulation.

10.3.5. Consequences of breach

In the event of infringement of the mentioned conditions in Clause 10, the Party in breach agrees to cover all costs and expenses demanded including penalties, compensation, damages and interest, as legally required.

Additionally, Netquest reserves its right to cancel or stop the Project in case of the Client failure to comply with any of the mentioned requirements.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1. Compliance with Laws and Regulations

Netquest and Client shall comply with all applicable international, national and local laws and regulations, without exceptions.

12. CONFIDENTIAL INFORMATION

12.1. Confidential information

All information provided by a Party to the other Party in relation to these Terms shall only be used for the purposes set forth herein. Each Party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or subcontractors where such disclosure is required for the performance of the Party's obligations under these Terms or required to be disclosed by legal requirements. The obligations of confidentiality under this clause shall survive any termination of these Terms with five (5) years.

Confidential Information does not include information that:

- (i) becomes generally available in the public domain, except as a result of a breach or violation of these Terms by the Disclosing Party;
- (ii) is in the possession of the Receiving Party prior to disclosure by the Disclosing Party, provided that the Receiving Party did not receive the information from a third party bound by any confidentiality obligation to the Disclosing Party; and/or
- (iii) is developed or created by the Receiving Party independently from the Confidential Information disclosed by the Disclosing Party.

12.2. Use and Disclosure of Confidential information

The Receiving Party agrees that the Confidential Information will be used exclusively in connection with performance under or compliance with these Terms and that it will not disclose Confidential Information to any third parties without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees and/or agents on a "need-to-know" basis in connection with performance under, or compliance with, these Terms; provided that the Receiving Party informs such employees and/or agents of the confidentiality obligations contained herein. The Receiving Party will be liable for any breach or violation of these Terms by its employees and agents.

12.3. Statutory Requirements

A Party may disclose Confidential Information pursuant to statutory or governmental regulations or requirements and/or subpoenas or other legal claims, however, the Receiving Party shall in such case provide the Disclosing Party with prior written notice, as permitted by applicable law; and cooperate with the Disclosing Party in any attempt to seek a protective order or otherwise to limit or restrict disclosure of the Confidential Information and/or to seek confidential treatment of the Confidential Information. In the event that the Disclosing Party is unable to obtain a protective order or otherwise to limit or restrict disclosure of the Confidential Information, the Receiving Party is permitted to disclose the Disclosing Party's Confidential Information, but only to the extent required by law.

12.4. Termination Requirements

Upon termination or expiration of these Terms, and upon request from the Disclosing Party, the Receiving Party will return or delete and destroy all confidential information, including but not limited to all copies, in whatever form, format or media, and will certify in writing to the Disclosing Party that the confidential information has been returned or deleted and destroyed, as the case may be, and that no copies has been retained.

12.5. Rights of Receiving party to Disclosing Party's Confidential Information

The Parties acknowledge and agree that the Receiving Party is not granted and will not receive any right, title, and interest in and/or to any of the Disclosing Party's confidential information and no such right; title or interest will be inferred or implied.

13. CONFLICT SITUATION WITH OTHER AGREEMENTS

13.1. Conflict between these Terms and previous agreements with Client

In case of contradiction and unless otherwise agreed with the Client in writing, these Terms annul any previous agreement still current, either verbal or written.

13.2. Conflict between these Terms and a particular Statement of Work

Whenever there is a conflict between these Terms and a specific Statement of Work with a specific Client, these Terms shall prevail unless specifically agreed in writing in a specific Statement of Work.

13.3. Conflict between these Terms any agreed Special Conditions with Client

In case of contradiction between these Terms and any Special Conditions with Client specified in these Terms, the Special Conditions shall prevail.

14. INDEMNIFICATION

14.1. Indemnification by the Client

Either Party agrees to indemnify the other Party and its officers, agents, employees and subcontractors against all claims against them for damages caused by:

(i) the distribution, sale or use of any products or services supplied by the Client or its agents for the purpose of any Project contemplated by these Terms and from all costs and expenses (including reasonable attorney's fees) and lawsuits which may be brought against Netquest, its officers, agents, employees, and subcontractors on account of such damages;

(ii) gross negligence or willful acts or omissions on the part of the Client, its officers, agents, employees and subcontractors; and/or

(iii) the breach by the Party of any of its covenants or obligations under these Terms, except to the extent any such claim arises from or is caused by the other Party's gross negligence or willful acts or omissions.

15. LIMITATION OF LIABILITY

15.1. Limitation of Liability

Except for a breach of a Party's duty of confidentiality or a Party's indemnification obligations, Netquest's liability arising out of or in connection with these Terms will not exceed the lesser of:

1. the amount paid under these Terms in the one (1) year period immediately preceding the event giving rise to the claim.
2. 250.000 EUR (two hundred and fifty thousand), as a maximum liability cap under any circumstance.

Except for a breach of a Party's duty of confidentiality or a Party's indemnification obligations, neither Party will be liable to the other for any indirect, special, incidental or consequential damages, including lost profits or lost revenues, arising out of these Terms or any separate Statement of Work.

16. MISCELLANEOUS

16.1. Amendments to these Terms

No amendments, changes, revisions or discharges of these Terms, in whole or in part, shall have any effect

unless set forth in writing and signed by authorized representatives of the Parties hereto.

16.2. Interpretation of these Terms

The invalidity or unenforceability of any particular provision of these Terms will not affect the other provisions hereof, and these Terms will be construed in all respects as if such invalid or unenforceable provision were omitted.

16.3. Independent contractor

Netquest is and will remain an independent contractor. Nothing in these Terms will be construed to place the Parties in the relationship of employer-employee, joint ventures, or principal and agent. Neither Party will have the power to bind or obligate the other Party nor will either Party hold itself out as having such authority. These Terms will be binding upon the Parties, their successors, permitted assigns and transferees.

16.4. Force Majeure

Except as otherwise provided in these Terms, each Party will be excused for failures and delays in performance caused by war, civil war, riots or insurrections, laws, proclamations, ordinances, or regulations of any federal, state, or local government, or pandemics, strikes, floods, fires, explosions, or other circumstance beyond the reasonable control and without the fault of such Party. Any Party claiming any such excuse for delay or nonperformance will give property notice thereof to the other Party.

16.5. Waiver

The failure of either Party to take action as a result of a breach of these Terms or any other failure to perform by the other Party will constitute neither a waiver of the particular breach involved nor a waiver of either Party's right to enforce any or all provisions of these Terms through any remedy granted by law or these Terms.

16.6. Use of Identifying Marks

Neither Party will:

(a) use the name, trademark, logo or other identifying marks, or proprietary indicia of the other Party, in any sales, marketing, promotional or publicity activities or materials; or

(b) issue any press release, interview(s) or other public statement(s) regarding these Terms and/or the Parties' business relationship, without the prior written consent of the other Party.

17. NETQUEST AFFILIATE COMPANIES

17.1. Spain

Soluciones Netquest de Investigación, S.L.U.

Nexus I Building, Gran Capitán, 2-4 4th floor Of. 404

08034 Barcelona

Spain

VAT nr: B62470489

17.2. Mexico

Netquest Mexicana S.A. de CV

Nueva León 254, 5ta planta

Col. Hipódromo, Del. Cuauhtémoc

6100, Ciudad de México, CDMX

Mexico

R.F.C. NME080617U18

17.3. Brazil

Netquest Brasil Pesquisas de Mercado Ltda

Rua Gomes de Carvalho nº 1.510, 8º andar, conjunto 81 Parte

Vila Olímpia, no Município de São Paulo

Estado de São Paulo,

CEP 04547-005

Brazil

CNPJ: 12.329.419/0001-70

17.3. Chile

Netquest Cono Sur Ltda

Nueva de Lyon 145, planta 10

Providencia - Región Metropolitana

Santiago de Chile

Chile

R.U.T.: 76.263.133- 4

17.5. USA

Netquest USA, Inc.

200 Liberty Street, 4th FL

New York, NY 10281

USA

EIN 46-3840791

17.6. Colombia

Netquest S.A.S.

Calle 93B #19-35 oficina 201

Bogotá

Colombia

NIT: 900.796.773-5

18. GOVERNING LAW AND JURISDICTION

18.1. Governing Law and Jurisdiction

these Terms shall be governed by and construed in accordance with the laws of the following countries or regions, based on the country in which the individual Services are performed by Netquest to the Client:

a) Europe: these Terms shall be governed by and construed in accordance with the laws of Spain, without regard to any choice of law principles that might provide for an application of a different jurisdiction's laws. Disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of Barcelona (Spain).

b) Brazil: these Terms shall be governed by and construed in accordance with the laws of Brazil, without regard to any choice of law principles that might provide for an application of a different jurisdiction's laws. Disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of Sao Paulo (Brazil).

c) Colombia: these Terms shall be governed by and construed in accordance with the laws of Colombia, without regard to any choice of law principles that might provide for an application of a different jurisdiction's laws. Disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of Bogotá (Colombia).

d) Chile and the rest of South America: these Terms shall be governed by and construed in accordance with the laws of Chile, without regard to any choice of law principles that might provide for an application of a different jurisdiction's laws. Disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of Santiago de Chile (Chile).

e) México: these Terms shall be governed by and construed in accordance with the laws of México, without regard to any choice of law principles that might provide for an application of a different jurisdiction's laws. Disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of México D.F. (México).

f) United States of America: these Terms shall be governed by and construed in accordance with the laws of the United States of America, without regard to any choice of law principles that might provide for an application of a different jurisdiction's laws. Disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of New York (USA).

For any countries not covered in a) to f) above, these Terms shall be governed by and construed in accordance with the laws of Spain, without regard to any choice of law principles that might provide for an

application of a different jurisdiction's laws. Disputes arising in any country not covered in the list above out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, will be referred to the Courts of the city of Barcelona (Spain).

18.2. Other actions

Nothing in these Terms will affect the right of Netquest to serve legal process in any other manner permitted by law or limit the right of Netquest to bring any action or proceeding against the Client in the courts of other jurisdictions.

ANNEX NSS - NETQUEST SAMPLING SERVICES

1. DEFINITIONS

"Complete" or "CO" refers to a completed Survey (and associated Survey responses) by a Survey respondent who has not been screened out, has given consent to participate, passed the attention check, and is retained at the end of the Survey.

"Completion Date" refers to the date the final Complete is delivered.

"Conversion Rate" refers to the ratio calculated as: $\text{number of Completes} / \text{Completes} + \text{Drop Out Rate} + \text{Screen Out} + \text{Quota Full}$.

"Cost Per Interview" or "CPI" refers to the Cost Per Interview as the price charged for each Complete.

"Drop Out Rate" or "DOR" refers to the ratio calculated as: $\text{number of Panelists abandoning the Survey} / \text{total of Panelists starting a Survey}$. Panelists who did not consent to participate or do not pass the attention check are not counted toward the number of Panelists abandoning the Survey.

"Filter Out" or "FO" or "Screen Out" refers to the number of Panelists not matching the Survey filters. Panel Members who do not consent to participate, who do not pass the attention check, or who are excluded based on representativeness filters are not counted toward the FO.

"Incidence Rate" or "IR" refers to the ratio calculated as: $\text{number of Completes} / \text{Completes} + \text{FO}$.

"Length of Interview" or "LOI" refers to the median length of the interview calculated in minutes.

"Platform" refers to any software running on a device.

"Quota Full" or "QF" refers to a Panelist invited to a Survey which has been already closed for that Panelist specific quota.

"Sample" refers to the collection of potential Survey participants from a Panel, the demographic parameters of which are specified in the Project confirmation in the System.

"Survey" refers to a Survey and any related Survey invitations that are developed by or on behalf of Client, to be sent to the Sample.

“Survey Content” refers to any content of a Survey, including Survey language, platform, topics, questions, video, images etc.

“Survey Hosting Firm” refers to an entity that programs and/or hosts a Survey.

“Survey Hosting Tool” refers to the software used to program and host a Survey.

“Survey Invitation” refers to a survey invitation that is developed on behalf of Client, to be sent to the Sample.

“Survey Link” refers to a link to a Survey.

“Survey Quotas” refers to the quotas for a Survey defined in the SOW.

“Survey Routing” or “Survey Router” refers to a technology-based mechanism for allocating online surveys, using software and an algorithm to assign online surveys to a stream of potential online respondents.

Other capitalized terms contained herein shall maintain the definition in the Terms.

2. EXECUTION OF SURVEYS

2.1. Sampling and Survey Routing

Netquest reserves the right to select the Panel Members which will receive a Survey Invitation.

2.2. Survey Content

If the Survey has been programmed by the Client, Client is solely responsible for all Survey Content. Client agrees that all Survey Content will comply with ICC/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics quality and with all applicable international, national and local laws and regulations, including but not limited to laws and regulations regarding the interviewing of children. The Client will be held solely liable for any violation of these premises. Client is solely responsible for ensuring that every Survey contains the proper language translations, does not contain any inappropriate or offensive language and is complete, accurate and tested.

Netquest reserves the right to stop and cancel any Survey deployment whose Survey content violates these Terms or the Law.

2.3. Survey Testing

In the event that the Client has programmed the Survey and the Survey needs to be tested prior to starting any fieldwork, the Client will make the Survey available to Netquest for testing and approval. Netquest reserves the right to, at its sole discretion, deny the implementation of a Survey for any reason. The Client may not, without Netquest’s prior written approval, change, modify or alter in any way a Survey after it has been approved by Netquest.

Once the Project commences, Netquest may cancel the Project if some of the initially verified elements in the test phase do not work correctly in production, or

if the Client’s survey server is detected as not able to simultaneously survey the number of Panelists required by the Project.

2.4. Survey Information

For Surveys, the questionnaire, related content and data or any portions thereof (other than as it relates to individual participants), will be the property of the Client unless otherwise specified.

2.5. Survey Data

For Surveys, the Survey data collected will be the property of the Client unless otherwise specified.

2.6. Survey Quotas

All Survey Quotas should be set-up within a Statement of Work.

2.7. Project Stop and Cancel for IR, LOI and Other Reasons

If the Survey has been programmed or is hosted by Netquest, Netquest reserves the right to stop Sample deployment for, but not limited to, the following reasons:

- the IR changes 20% from the IR stated in the SOW if the IR was originally provided by Client;
- the LOI differs 5 minutes from the LOI originally estimated, if the LOI was established less than 25 minutes;
- the LOI differs 20% from the LOI originally estimated, if the LOI was established equal or above 25 minutes; or
- the Client adds an element to the Project that substantially modifies its viability.

Additionally, if the Survey has been programmed or is hosted by the Client, Netquest reserves the right to stop a Sample deployment for, but not limited to, the following reasons:

- the DOR is equal or above 30%, according to Clause 2.8 hereinafter;
- the Survey Quota-Full level exceeds 25% from the total number of Completes in the SOW, according to Clause 2.9 hereinafter;
- the Client fails a daily update at least every 24 hours on Quota-Full Status of the Project, according to Clause 2.9 hereinafter;
- the Client adds an additional Quota or additional task to the Panelist or to the Project not specified in the relevant SOW;
- the Client limits the operability of the Survey to specific platforms, screen sizes/formats or any other communication interfaces without prior agreement in the SOW;

- the Survey is unable to gather the identity of the participant and return it in order to facilitate the application of incentives upon the survey's conclusion.
- unintelligible texts or inaccurate instructions for the Client appear in the survey, or questions are displayed that the participant cannot answer logically.
- erroneous translations appear.
- the general functioning of the Survey is slow (more than 2 seconds between page changes, more than 10 seconds loading time for dynamic elements such as flash).
- the Surveys occasionally or repeatedly crash (blank screens, server error messages, etc.).

Stopping a Sample deployment automatically enables Netquest to review and negotiate the Statement of Work with the Client. If the above mentioned reasons have not been properly solved between Netquest and the Client by mutual agreement allowing the continuity of Services, Netquest reserves the right to cancel Sample deployment entirely.

Netquest reserves the right to charge the Client for any delivered Survey to Panelists, at the standard rate for Projects that are stopped or canceled pursuant to this Section or other reasonable grounds, with Netquest incurring no liability for any possible loss or damage to the Client.

2.8. Project Stop for excessive DOR reasons

If the Survey has been programmed and/or hosted by the Client and has been cancelled due to excessive DOR reasons, an additional Fee of 1 EUR (or the equivalent in the currency stated in the SOW) per Panel Member dropping out over 30% may be charged on a case-by-case basis.

2.9. Project Stop for excessive Quota-Full Levels

If the Survey fieldwork has been shared between Netquest and any other third party selected by Client (i.e., Netquest does not manage fieldwork exclusively), Netquest reserves the right to charge an additional Fee of 1 EUR (or the equivalent in the currency stated in the SOW) per excessive Panel Member if Survey Quota-Full levels reach more than 25% of the total number of Completes.

If the Survey has been programmed and its fieldwork managed by Client, Panel Members that screen out or do not qualify for a Survey because a Survey Quota has been exceeded, Netquest reserves the right to charge an additional Fee of 1 EUR (or the equivalent in the currency stated in the SOW) per Panel Member if Client fails a daily update on Quota Status.

2.10. Duplicates from Non-Netquest Sample Sources

If the duplicate level of Completes after post fieldwork data checks by the Client are reported to exceed 3% of the total number of Completes, and the

duplicates are a result of the Client using other sample providers or their own Panel, Netquest reserves the right to charge a Fee of 1 EUR (or the equivalent in the currency stated in the SOW) per duplicate Complete in excess of 3% of the total number of Completes.

2.11. Survey methods

Should it emerge after the Project has been commissioned that the study cannot be conducted for methodological reasons which could not have been foreseen by the Client or by Netquest, and which were beyond their control, then Netquest shall inform the Client of this immediately. If the two parties to the contract are unable to find a methodological solution to the problem, Netquest shall be entitled to terminate the Project on the grounds of impracticability.

2.12. Survey Screeners

The following rules apply for Survey screeners:

- The Survey Quota questions should be presented in the screener section; and
- The screener section of a Survey should not exceed 3 minutes or 10 questions.

For any particular Survey, Panel Members that exceed a Survey screener will be considered as Completed Surveys unless Client provides additional information to Netquest which justifies otherwise.

2.13. Timing for Closing of Projects

In order for Netquest to promptly grant Panel Members their incentives, Projects must be closed in a timely manner. Accordingly, unless otherwise agreed in writing between Netquest and the Client, the Client shall provide Netquest with the necessary Project information no later than five (5) business days after the last Complete has been delivered. Netquest reserves the right to close the Project, issue the invoice and charge an additional fixed fee of 250 EUR or 8% of the total Project amount, whatever is higher, due to a late closure of a Project.

2.14. Panel Member solicitation

The Client may not solicit or recruit Panel Members, to become members of a Client's Panel, any third panel, mailing list, spam, advertising or recruitment campaign of any type to the Panel Members.

In case of breach of the foregoing, Netquest reserves the right to charge a minimum penalty of 100 EUR (or the equivalent in the currency stated in the SOW) per Panel Member solicited or recruited by Client, as well as reserving the appropriate legal actions.

2.15. Pricing

The final invoiced amount will reflect the CPI specified in the proposal. Netquest reserves the right to modify the viability and costs of the Project if the IR is 20% lower or the duration of the survey is 20% higher than estimated.

2.16. Additional Pricing for Project Stop or Cancellation

If any Project is cancelled by the Client before having sent the survey to Netquest for programming: 500 EUR to be paid to Netquest by Client in order to cover administration costs.

If any Project is cancelled by the Client once the questionnaire is received by Netquest for programming: 500 EUR administration costs + 500 EUR programming costs to be paid to Netquest by Client.

If any Project is cancelled by the Client or by Netquest according to the rules contained in this Annex once launched to field: Client must pay to Netquest the total cost of the quoted Project price according to the number of invitations sent until the Project has been effectively cancelled.

If the Client ultimately purchases a lesser amount of the Completes quoted for in the Statement of Work, the price per Complete will increase by the higher of the Minimum Fee agreed or the proportions outlined in the following table (Sample reduction -> Price increase):

Reduction of Completes (Final vs. SOW)	Price increase per Complete
0% - 10%	0%
10.1%-20%	2%
20.1%-40%	4%
40.1%-60%	8%
>60.1%	12%

2.17. Sample pricing

Pricing for a Sample is calculated on a CPI basis and includes the cost for the Panel Member incentive, unless otherwise agreed to and confirmed in advance by Netquest and Client in writing.

2.18. Requested Completes not reached

In case the number of requested Completes for a Survey is not reached, the Client must pay the CPI for the delivered Completes.

2.19. Standard fieldwork period

Standard fieldwork period is seven (7) days unless otherwise specified in the Statement of Work.

3. ENTIRE AGREEMENT

If applicable between Netquest and Client, this Annex is an inseparable part of the Netquest Terms and Conditions and it must be interpreted as a single document.

ANNEX NBS - NETQUEST BEHAVIORAL SERVICES

1. DEFINITIONS

"Wakoopa" means the commercial brand under which Netquest sells the access to an anonymized behavioral Database collected from the Panel Members.

"Database" or "Wakoopa Database" is a structured database consisting of websites (URLs) that the Panel Member visits; the banners and advertising that the Panel Members are exposed to while browsing; and the applications used by the Panel Members on his or her mobile devices (smartphones and tablets) obtained from Netquest's own tracking technologies to understand a Panel Members' online behavior.

"Application" means the IT solution Wakoopa Dashboard and/or Netquest API connection that Netquest makes available to Client to access the Wakoopa Database in accordance with these Terms.

"Specifications" means a description of the qualities and operational characteristics of the Application as set out in the Statement of Work.

"Minimum Requirements" means minimum requirements, system requirements and configuration for the Client set out in the Statement of Work.

"Statement of Work" or "Order Form" means the online or hard-copy form supplied by Netquest to the Client and which includes the commercial details of the Application offering, and which shall be incorporated by reference as part of these Terms.

"User" means a person employed by Client and authorized to use the Application in accordance with these Terms & Conditions.

"Wakoopa Dashboard" is a user-friendly environment to access the aggregated and anonymized Wakoopa Database in a controlled manner as previously configured by Netquest according to the Specifications.

"Wakoopa API" means the API connection to the Wakoopa Dashboard.

Other capitalized terms contained herein shall maintain the definition in the Terms.

2. SUPPLY OF APPLICATION

Netquest holds all proprietary rights, title, and interest, including but not limited to any intellectual property or related rights in the Application and the Wakoopa Database.

Netquest shall supply to Client access to the Application for the Term subject to:

(i) Client's adherence to these Terms,

(ii) Client ensuring that it achieves the Minimum Requirements, and

(iii) Client's timely payment of the Fees.

Client may, upon written request to Netquest, authorize its Affiliates to use the Application subject to Client ensuring that Affiliates adhere to these Terms. Client shall be liable for the acts and omissions of its Affiliates.

The maximum number of Users that may be authorized to access the Application shall not exceed the number of User subscriptions Client has purchased. Client may request to purchase additional User subscriptions at the rates mutually agreed with Netquest. If additional User subscriptions are purchased part-way through the Term, then the Fees shall be prorated. Activations and access shall be made available by Netquest to the Users promptly after payment of the applicable Fees.

Client shall use the Application exclusively for authorized and legal purposes.

Client is responsible for instructing Users on the confidentiality of Application account names and passwords. Client shall ensure that account names and passwords are not shared between Users.

Client shall be liable for the acts and omissions of Users.

Client shall inform Netquest without delay of Users leaving its organization so that Netquest can deactivate their account names. Netquest will assign respective new account names and passwords to new Users upon request by Client and in line with this Clause 2.

Client shall promptly notify Netquest if account names, or passwords are compromised. Client will not:

(i) breach or attempt to breach security of any network, servers, data, computers, or other hardware relating to or used in connection with the Application, or of any third party that is hosting or interfacing any part of the Application; or

(ii) use or distribute through the Application any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or use of Application or the operations or assets of Netquest, its Affiliates, or any client of Netquest or its Affiliates, or any third party.

Client will comply with Application user authentication requirements and shall be solely responsible for monitoring the administration of access to and use of the Application by its Users. Any failure by a User to comply with these Terms constitutes a material breach by Client, and Netquest shall not be liable for any losses that Client or any third party incurs resulting from such breach. Client must immediately take all necessary steps, including providing notice to Netquest, to mitigate any compromise in security or unauthorized access and use of the Application. Client shall cooperate with Netquest in order to provide the Application to Client, including providing security access, information and

software interfaces between the Application and Client's systems and personnel as may be required by Netquest.

Netquest may audit Client's compliance with this Clause 2, including by using Netquest subcontractors to conduct such audits. Each audit may be conducted no more than once per quarter and shall be exercised with reasonable prior notice and in such a manner as not to substantially interfere with the Client's business.

If an audit reveals that a password to access the Application has been provided to an individual who is not an authorized User or the Client has underpaid the User subscription Fees, then without prejudice to Netquest's other rights, Client will promptly disable such passwords, and in the case of underpaid subscription fees, shall pay Netquest within 14 days of being notified of the results of the audit, an amount equal to 3x the Fees for ordinarily applied by Netquest to additional User subscriptions purchased by its other clients.

The Application is provided on an "as is" basis. If it should so wish, Netquest can provide information to the Client concerning the Application's technical features and its limitations.

3. SUPPORT AND MAINTENANCE

Netquest is not obligated to provide Client with maintenance or technical support for the Application other than set out in these Terms.

Netquest shall be entitled but not obligated to make available actualized versions of the Application, including modifications of existing technical features, functions or layouts, with the aim to improve the quality of the User experience or the Application to be provided to Client. The costs of actualized versions shall be incorporated into the Fees unless otherwise agreed. Fees for new technical features, functions or insights shall be agreed between the Parties.

4. LICENSE

Subject to Client's compliance with these Terms (and ensuring compliance by Users), including payment of all applicable Fees, Netquest grants to Client for the Term, a non-exclusive, non-transferable, non-sellable, revocable and limited license to allow Client to access the Application and to utilize the Application solely for Client's internal business. Client is not permitted to make the Application available to a third party (other than in accordance with clause 2).

The Application is the sole property of Netquest. Client agrees that it will not without the prior written consent of Netquest:

(i) demonstrate, copy, sell or market the Application (or any part thereof),

(ii) publish or otherwise disclose information relating to performance or quality of the Application to any third party,

(iii) modify, reuse, disassemble, decompile, reverse engineer or otherwise translate the Application

(iv) except for its own internal business purposes, create derivatives of any outputs obtained through the Application or combine such outputs with other sources of market research or presentations of market or statistical analysis.

5. ACCESS TO THE DATABASE OUTSIDE THE APPLICATION

In the event that access to the Database is granted through other means than the Application, the Client will obtain a non-exclusive, non-transferable, non-sellable, revocable and limited license to allow Client to access the Database and to utilize the Database solely for Client's internal business. The Client undertakes to use all the means at his disposal to maintain said database in a safe place that guarantees the purpose for which it has been granted and out of the reach of unauthorized third Parties.

6. DATABASE PERSONAL IDENTIFIABLE INFORMATION

Netquest commits to run state-of-the-art technology in anonymizing Personal Identifiable Information when generating the Database. In the event that access to the Database reveals any Personal Identifiable Information that has not been detected by the Netquest PII filter, Client shall:

(a) Inform immediately and without delay to Netquest and inform about the PII, within 24 hours at the latest.

(b) Encrypt or delete any PII data, if possible. Otherwise, the Database shall be securely erased from Client's IT systems. Netquest will provide a corrected Database at its earliest convenience without the identified PII.

(c) Comply with Clause 10 of these Terms.

7. COLLECTION OF CLIENT INFORMATION

Client hereby authorizes Netquest to access and compile specific Client information collected via the Application, however, the compiled data incorporating Client information shall not identify Client.

8. WARRANTIES

Netquest warrants that the Application will substantially conform to the Specifications and shall be free of material defects.

In the event that Client identifies what it considers to be a material defect, then Client shall immediately (but no later than 14 days from delivery) notify Netquest in writing and provide all available information relating to the material defect.

If the Application does not comply with the warranties in these Terms, Netquest will at its election, repair or replace or re-perform the defective aspects without charge and in a timely manner.

Netquest is not responsible for the failure of the Application:

(i) due to mistakes caused by Users,

(ii) force majeure events, and/or

(iii) any scheduled maintenance periods or emergency maintenance. Netquest will take reasonable efforts to reduce periods of non-accessibility.

If the Application infringes upon the intellectual property or proprietary rights of a third party, Netquest may, in its sole discretion:

(i) modify the Application to be non-infringing,

(ii) obtain for Client a license to continue using the affected parts of the Application, or

(iii) if neither (i) or (ii) are practicable in Netquest's assessment, terminate these Terms with immediate effect and return to Client any prepaid portion of any Fees that is unused for the affected Application.

9. DISCLAIMER

Netquest shall not be liable for any losses resulting from any actions taken on the basis of using the Application. Where advice, opinions or recommendations are given by Netquest or within the Application, then these shall not constitute a warranty by Netquest as to their accuracy.

10. ENTIRE AGREEMENT

If applicable between Netquest and Client, this Annex is an inseparable part of Netquest's General Terms and Conditions, and it must be interpreted as a single document.

Updated: March 2022