

# General Terms and Conditions

## of FBInnovation GmbH, D-41428 Neuss (FBInnovation)

### for analyses commissioned by clients

- 1.** FBInnovation collects data and conducts analyses for its clients ("principals") as an advisory service in accordance with the generally acknowledged professional standards. FBInnovation will submit an offer indicating the scope of tasks, the test arrangement and evaluation items as well as the requested fee and the time necessary for the survey. Unless otherwise explicitly mentioned in the offer itself, the specifications of services published by FBInnovation shall apply to such analyses.
- 2.** The agreed fee shall basically include all services to be provided by FBInnovation in conjunction with the execution of the order. FBInnovation may claim a reasonable additional fee for any special requests of the principal or for any modifications after the conclusion of the contract. Any changes of the order volume made after the conclusion of the contract will have to be agreed in writing.
- 3.** FBInnovation retains the intellectual property right and copyright to the survey concept, the analysis and presentation software as well as the material used for the execution of the order. The principal will obtain a non-transferable right to use the results of the analysis for his own purposes.
- 4.** FBInnovation is obliged to treat all data and information received from the principal, his employees or his customers strictly confidentially and to use them exclusively for the execution and performance of the contract. Unless otherwise agreed, the results obtained shall only be made available to the principal. As for the rest, the corresponding provisions of the Federal Data Protection Act ("Bundesdatenschutzgesetz", briefly called BDSG) and the codes and guidelines of the European Society for Opinion and Marketing Research (ESOMAR) shall apply.
- 5.** If a survey is not conducted as ordered and if FBInnovation has to be held responsible for this, the principal may claim a subsequent improvement. If the subsequent improvement is not feasible or cannot be completed within a reasonable period of time, the principal may reduce the remuneration of FBInnovation. Any further claims, in particular the liability for consequential damages, shall be excluded, unless the damages are caused intentionally or by gross negligence.
- 6.** Place of jurisdiction and performance shall be Neuss.
- 7.** Should one of the aforementioned provisions be or become invalid, this shall not affect the validity of the other provisions. In such a case, the parties will agree to replace the invalid provision by a legally valid provision, which will be as close as possible in terms of meaning and economic purpose to the invalid provision.