

Terms & Conditions

CLAUSE 1: GENERAL

“**Human8**” is defined as: Human8 Europe, with registered office at 9032 Ghent-Wondelgem, Evergemsesteenweg 195, BE 0708.926.379 and all of its affiliates and subsidiaries, represented by an authorized representative (excluding intermediaries or partners).

The “**Client**” is defined as: any natural or legal person, who places an order with Human8 or requests a quotation from it, or who enters into an agreement with Human8, directly or via an authorized person who acts on behalf of the Client.

CLAUSE 2: SCOPE

2.1

These general terms and conditions are applicable to all quotations, proposals, agreements, invoices, purchase orders and order confirmations (together the “Agreement”) by which Human8 performs any kind of service to the Client (the “**Services**”), unless Human8 has declared its express, unambiguous and advance agreement to a different provision in writing.

2.2

Proposals and quotations are made without commitment by Human8. Human8 is bound only by written confirmation of orders by the Client. Proposals and quotations made by Human8 are valid during the validity period stated in the proposal or, if no period is stated, for a period of 30 calendar days.

2.3

The final Services and order will be confirmed by Human8 and the Client in an order confirmation. An order confirmation will consist of (i) a description of the Services, (ii) if applicable, the various phases and, if the case may be, an indication of the periods of time within which the Services/phases of the Services must be executed, and; (iii) the price of the order/for each phase, including any price adjustments for long-term Services, and any costs that would not be included in the price.

2.4

Any and all additional terms proposed by the Client in any purchase order or any other document are hereby rejected, waived and do not govern the legal relationship between the parties.

By issuing a purchase order, or by accepting a proposal made by Human8, the Client shall be deemed to have read these terms and agrees and to have accepted such terms despite any other terms and conditions referred to or listed on the purchase order or any other document.

2.5

Cancellation of a Service, or part of the Services, must take place in writing, and must be expressly accepted by Human8. Every cancellation of the Services, whether accepted or not and for whatever reason, will in all circumstances entitle Human8 to claim a fixed compensation without prejudice to full payment of the agreed fees for the services that have already been executed, as well as full payment of all the extra costs and indemnities that are due by Human8 to third parties, for the commitments and obligations that it already entered into in the framework of the Agreement and/or subsequent to its cancellation. The fixed compensation amounts to 20% of the difference between what has been performed and the total value of the order.

CLAUSE 3: PRICES

3.1

All the prices and costs that are given will be exclusive of VAT or any form of withholdings taxes, inclusive of all internal costs and costs of subcontractors and exclusive transfer and travel costs, unless stated to the contrary.

3.2

Changes to the agreed prices, in consequence of an extension or modification of the agreed Services, or for any other reason, can only be implemented by express written agreement. Human8 reserves the right not to commence the extended or modified part of the Services - or, if the case may be, to defer it – unless no express agreement exists concerning the price of the extension or modification.

3.3

If discounts are granted to a Client, these will apply exclusively to that specific part of the Services or the relevant part of the Services, for which they are granted. Under no circumstances, not even where such discounts are granted repeatedly will they create a right for the Client to similar discounts on later orders.

3.4

For prices that are expressed as a daily rate, the “daily rate” is deemed to apply to an average day’s activity of eight full performed working hours.

3.5

The price may be adjusted by Human8, at its own discretion, at the beginning of each calendar year in line with the World Price Index as set by the World Economics.

CLAUSE 4: INVOICING AND PAYMENT TERMS

4.1

The invoicing and payment terms will vary according to the different kind of Services that will be provided to Client as set out in the proposal and/or statement of work, unless explicitly agreed otherwise the following will apply:

(i) Services rendered to the Client that in principle does not exceed two successive months; The Client shall make an advance payment of 50% of the total price of the Services. After completion of the Services, Human8 will provide the Client with a final invoice for the remaining 50% after the completion of the Services. In the event that the Services, by mutual agreement, will be prolonged and as such exceeds two successive months, invoicing as of the first day after the two successive months will occur monthly upon delivery.

(ii) Services rendered to the Client that in principle exceeds two successive months will be invoiced monthly upon delivery.

(iii) In the event that the Client is granted a license to use any of Human8’s software applications, including but not limited to the community platform (hereinafter the “**Platform**”), regardless of any other Services rendered by Human8 to the Client, an upfront license fee will be due. This license fee will be invoiced in advance on a quarterly basis (the “**License Fee**”).

4.2

Upon approval of the proposals by the Client, Client will ensure that it will provide all necessary information and, in particular, his references (PO number, etc..) to Human8 within 5 calendar days after the approval of the proposal by the Client and in each event before Human8 performs any part of the Services. The granting of an express or tacit extension of the deadline for the making any of the payment does not deprive Human8 of the right to rely upon the application of clauses 4.3 and 4.4 at any time during the extension period.

4.3

The invoice will show the prices for the services that have been provided and, if the case may be that have been granted as well as the prices for the extension or modification of the Services.

4.4

Unless otherwise stated in an order confirmation, all invoices are payable within thirty (30) calendar days after the invoice date. After the expiry of the payment period, the Client is automatically in default without any prior notice being required. If any payment is not received within this period of time, or within the period of time agreed in an order confirmation, without limiting Human8 rights or remedies, such late payment may accrue, by right and without proof of default, interest at a rate of 6% per year on the outstanding balance until full payment has been made. In addition, a flat-rate indemnity will be due at a rate of 5% of the invoice sum that has not been paid.

In the event of late payment of an invoice:

- (i) all costs, the extrajudicial collection of the invoice, and the costs of legal proceedings and enforcement are to be borne by the Client;
- (ii) all claims against the Client not yet due are immediately incurred, exigible and payable; and
- (iii) Human8 is entitled to suspend all its Services in regard to the Client without prior notification.

4.5

A non-payment, or a partial non-payment of the advance payment or any subsequent invoice on its due date, constitutes gross negligence, and entitles Human8 to defer (further) execution in full or in part, including works that were already initiated, until full payment has been made of the (advance payment) invoice, without prejudice to the right for Human8 to claim an additional indemnity and/or to adjust the deadlines that have been agreed in accordance with clause 5.2. and/or to terminate the agreement in accordance with clause 13.

4.6

When an order confirmation or a modification of a Service is signed by an independent intermediary, who present themselves as a person authorized by the Client to enter into the agreement with Human8 on behalf of the Client, this intermediary will be held jointly and severally liable with the Client for the payment of the invoices, including any interest on arrearages and costs that are payable, as well as for any other indemnity to which Human8 is entitled, as a consequence of the non-payment of the invoices.

4.7

An invoice can only be validly challenged, if notice is given to Human8 within a period of seven (7) calendar days by registered letter with return receipt or e-mail, with acknowledgement of receipt.

4.8

Neither party shall be entitled to set-off any sums in any manner from payments due or sums received pursuant to any order confirmation or any other agreement at any time.

CLAUSE 5: EXECUTION DEADLINES

5.1

Project milestones will be set by Human8 in consultation with the Client. Human8 shall make a professional effort to meet the agreed upon milestones. However, in exceptional cases, deadlines and milestones might need adjustment in close collaboration with the client. Failure to meet the agreed milestones, with the exception of gross negligence or premeditation on the part of Human8, will not give the Client a right to an indemnity, nor will it allow it to terminate the order confirmation.

5.2

Human8 has the right to unilaterally alter or extend the defined milestones, or to postpone them, in case the Client does not provide Human8 in time with the components that it requires for completion of its task, and/or if the Client does not provide in time the approvals/confirmations that Human8 might require from the Client in order to execute the Service.

CLAUSE 6: EXECUTION OF THE SERVICES ON THE CLIENTS' PREMISES

6.1

When the Services requires the presence of Human8's staff at the Client's premises, the Client will be obliged to provide all the facilities that are needed in order for the Services to be executed in favorable circumstances, including but not limited to easy access, provision of workplace and necessary material resources, application of health and safety regulations.

6.2

The employees and other staff of Human8 will receive their instructions solely from Human8, under whose supervision, management and control they will carry out their tasks. The Client can only give them instructions in connection with its obligations regarding health and safety at work or security measures as the case may be.

CLAUSE 7: COMPLAINTS

In order for it to be valid, notification of every complaint or refusal connected with an item or the provision of Services must be given to Human8 by registered letter with return receipt or e-mail, with acknowledgement of receipt, such notification to be made within seven (7) calendar days after the goods or services in question have been supplied.

CLAUSE 8 LIABILITY

8.1

Human8 will carry out the Services with which it has been entrusted to the best of its ability and in accordance with the professional standards relating to market research and consulting. The liability that Human8 may incur is derived from a best effort obligation that in case of a claim must be appropriately demonstrated by the Client.

8.2

Human8 will only be liable for direct damages suffered by Client relating to the part of the Services that gave rise to such claim. In any event the total aggregate liability of Human8 will be limited to the lower of: (i) actual proven damages; or (ii) the total for all the invoices presented to the Client during the last twelve months; or (iii) five hundred thousand Euros (€ 500,000).

The limitations on and exclusions of liability for damages in this article apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict or product liability, breach of warranty, or any other legal theory, and even if any remedy fails of its essential purpose.

8.3

Under no circumstances shall Human8 be liable for:

- i. indirect, incidental or consequential loss, including but not limited to financial or commercial losses, loss of profit, increase of general expenses, missed savings opportunities, diminished goodwill, damages resulting from business stoppage, damages resulting from claims of customers of the Client, disruptions in scheduling, loss of expected profit, loss of capital, loss of customers, missed opportunities, loss of information, loss of advantages, or compromising and loss of files resulting from the performance of the present Agreement,
- ii. damages resulting from error or negligence of the Client;

- iii. compensation of any direct and indirect damages caused by the use of the result of the Services,
- iv. all claims of third parties brought against the Client;
- v. any failure in the execution of an order by a third party if the latter has intervened with the express approval or at the request of the Client.

8.4

Human8 has taken all reasonable steps to protect all data that it stores and processes. However, unless expressly agreed otherwise, Human8 cannot be held liable for any loss, theft or abuse by third parties, of any data transferred by the Client to Human8 and stored within the premises of Human8.

8.5

In the event that the Services involve a testing or the use by products supplied by Client, Client shall defend and hold Human8 harmless from any and all claims arising from the distribution, consumption, use or contact with any product supplied by Client.

8.6

The Client will hold Human8 harmless of any claim or complaint by third parties, concerning works, documents, information or resources that are supplied to Human8 by, on behalf of – or via the Client. Human8 cannot be held liable under any circumstances for the Client's failure to comply with the statutory obligations that are applicable to it, or any other obligations that are imposed on it by an administrative or judicial body or authority, or a deontological rule, professional rule or relevant custom.

8.7

Human8's liability exists solely when the Client as soon as reasonably possible (being not later than thirty (30) calendar days after the damage or complaint came into existence or reasonably had to be discovered) notifies Human8 of the issue in writing, proposing therein a reasonable time period for correction of the issue and Human8 then fails to meet the aforesaid obligations during said period. Failure of the Client to provide a timely and detailed written notice shall constitute a waiver by the Client of all such claims. This notification shall not discharge the Client from taking all reasonable measures to limit any possible damage to itself or to third parties. A claim does not entitle the Client to delay payment of an invoice.

8.8.

The limitation of liability as set out in these terms shall not apply with respect to damages caused by an intentional and/or fraudulent error by Human8.

CLAUSE 9: INTELLECTUAL PROPERTY

9.1

Human8 is the exclusive holder of the trademark "Human8", The Client shall not obtain the right of use regarding the trademark Human8, unless Human8 has explicitly consented to such use in a written statement. The Client shall refrain from any actions which may result in an infringement of the trademark rights of Human8 and that may harm the reputation of Human8 or that would constitute an activity that creates confusion with the activities of Human8.

9.2

Human8 grants to the Client a license to use all information, materials and all tangible and intangible deliverables arising from the activities performed under the Agreement during a specific project as described in the relevant Statement of Work (or Order Form) (the "Results"). The Client shall obtain a worldwide, transferable and exclusive license to use the Results. The Results may be used in any form and for any purpose.

Results do not include intellectual property existing prior to the commencement of the Agreement/Services or developed independently of the activities under the Agreement that is under the control of Human8 and that is reasonably necessary, relevant or otherwise useful for performing the activities under this Agreement and any improvement or development of methods, processes and/or software used by rendering the Services (the "Background IP"). The Client deems necessary in order to give full effect to the license as long as the Client refrains from any actions that may result in an infringement of the trade secrets of Human8. For the avoidance if doubt, Background IP is not transferred or licensed to the Client pursuant to these terms.

Human8 shall refrain from making any claim on the Results nor shall Human8 seek any protection on the basis of Intellectual Property (or any other basis) with regards to the Results. Human8 shall preserve the confidentiality of the Results at all times and shall therefore not disclose any information regarding the Results to third parties.

Since the Results may only be obtained by using the investments made by Human8 over the years and the know-how, expertise and data resulting therefrom, the Client shall always take into account and respect the interests of Human8 when using or disclosing the Results.

9.3

Human8 provides some of its services through its own community platform, more specifically the "Consumer Consulting Square" (hereinafter "the Platform"). Any and all rights, including but not limited to ownership and IP, regarding to the Platform are owned by Human8, and nothing in this Agreement shall be construed as a transfer of these rights to The Client. The Client shall refrain from any actions which may result in an infringement of the rights of Human8 pertaining the Platform. Upon payment of the License Fee the Client shall be granted a worldwide, non-transferable, non-exclusive and temporary licence in order to use the Platform in the event if it is necessary to perform the Services.

9.4

The Background IP of Human8 shall be regarded as Trade Secrets in the meaning of article 1.20 and in accordance with the Belgian Act of 30 July 2018 on the Protection of Trade Secrets. The Client shall only use these Trade Secrets within the framework and the scope of the aforementioned act. An infringement of the Trade Secrets of Human8 includes but is not limited to the disclosure of the Background IP to third parties. The Client may only use the license on the Results and/or the Platform of Human8 insofar that usage does not infringe the Background IP and Trade Secrets of Human8 and only for the purpose relating to the Agreement.

9.5

Unless expressly agreed otherwise in writing, there shall be no transfer of Intellectual Property (to be defined as: any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world) from Human8 to the Client. Notwithstanding the preceding paragraph, the Client who benefits from the services of Human8 within the framework of the product "eýeka" shall be subject to the corresponding agreement. Under no circumstance shall there be any transfer of rights from Human8 to the Client since "eýeka" only provides for a transfer of rights directly from the winning participant to the Client. Human8 does not offer any guarantees with regard to the originality of the submitted entries, nor does Human8 ensure the protectability or lawfulness of those entries. The Client bears the risks of aforementioned transfer of rights. Human8 cannot be held liable for any damages resulting from Client's use of the entries developed by the winning participant and subsequently transferred to the Client.

9.6

If the Client provides Human8 with ideas, comments or suggestions relating to any aspect of our methods, processes, Platform and/or underlying System or the Services (collectively Feedback): (i) All Intellectual Property Rights in that Feedback, and anything created as a result of that Feedback (including new material, enhancements,

modifications or derivative works), are owned by Human8, and (ii). we may use or disclose that Feedback for any purpose.

9.7

Human8 is not liable for any claims of intellectual property rights infringement based upon:

- (a) use of a modified or old version of any or all of the developments, if the infringement could have been prevented by using the unmodified or last version which Human8 has made available; or
- (b) information, design, specifications, instructions, software, data or other materials that were not developed by Human8.

CLAUSE 10: PROTECTION OF PERSONAL DATA

10.1

The Client and Human8 shall comply with the applicable statutory regulations governing the protection of personal data. In this clause 10 and in the Agreement “Personal Data”, “Data Subject”, “Data Controller”, “Data Processor”, and “Personal Data Breach” shall have the meaning defined in Article 4 of the GDPR. For the purposes of the Data Protection Legislation and for this Clause 10 and the Agreement, the Human8 is the “Data Processor” and the Client is the “Data Controller”.

10.2

All Personal Data to be processed by Human8 on behalf of the Client, shall be processed in accordance with the data protection regulation, Human8 privacy statement and in relation to its performance of the Services. Human8 process the personal data only on the written instructions of the Client unless Human8 is otherwise required to process such data by law.

10.3

Human8 shall adhere to any applicable data protection law and shall implement appropriate technical, physical and organizational security measures to protect Personal Data against loss and unlawful processing. Human8 shall keep Personal Data confidential and shall not disclose Personal Data in any way to a third party without the prior written approval of the Client, except where Personal Data needs to be disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes. Human8 shall procure that its employees only process Personal Data: (i) in order to perform the Services or (ii) to comply with any applicable legislation. In the event of a Personal Data Breach, Human8 shall promptly (i) take adequate remedial measures, (ii) provide the Client with all relevant information and (iii) fully cooperate with the Client. Human8 shall assist the Client in any obligation it may have under any applicable data protection law (such as responding to requests for exercising Data Subject’s rights, carrying out data protection impact assessments etc.). The Client shall ensure that it has in place the necessary consents and notices required to enable the lawful transfer of personal data to Human8.

10.4

The Client gives its express agreement that personal information relating to respondents will not be transferred under any circumstances. Human8 and the Client undertake to comply with the ICC/ESOMAR international Codes and Guidelines (www.esomar.org/index.php/codes-guidelines.html) in this regard.

CLAUSE 11: CONFIDENTIALITY

11.1

The information and data that are exchanged as a consequence of the Services agreed between the parties, which are collected by Human8 as a consequence of the Agreement, and the analyses and recommendations that are a result thereof, together with the other information that is supplied to Human8 by the Client and by Human8 to the Client, are entirely confidential and must not by any means be disclosed. The Client is not allowed to disclose any

information regarding the Results nor any other details relating to their collaboration in aforementioned communication.

“Confidential information” is defined here as any form of information, be it written or spoken or made known by the parties to each other in any other form and within the context of the Agreement and/or services, with the exception of information that has already been disclosed or become available legitimately via a source other than the parties and/or other than the information disclosed. All information (e.g. quotations, presentations, models, algorithms...), that has been disclosed by Human8 prior to any Agreement with a (potential) Client also constitutes confidential information. It is only with the express consent of the party to whom the data or information belongs, or when it is strictly necessary for the execution of the Services, or in order for their rights to be asserted in a dispute with respect to the other party, that the information may be disclosed or passed on to third parties.

11.2

Human8 and the Client also undertake to impose the agreed confidentiality obligation on their employees, staff, sub-contractors and suppliers, to whom, for the execution of the Agreement or the use of the research and the results of it, it might be compelled to grant access to Confidential Information belonging to the other party. Human8 and the Client will nevertheless remain solely and fully liable to the other party as concerns fulfillment of the confidentiality obligation.

11.3

This confidentiality obligation will apply for the full duration of the agreement and for ten (10) years after its termination, unless agreed to the contrary in writing or unless one of the exceptions defined hereunder.

11.4

The following information is not considered to be confidential information if and insofar it can be evidenced by the receiving party's written records:

- (a) information obtained legally from a third party not bound by any confidentiality obligation or secrecy;
- (b) information that a party already knew before it was provided for the purposes of this Agreement;
- (c) information a party developed independently without violating this Agreement;
- (d) information that came into the public domain without the doings or error of the party receiving the information;
- (e) information that must be made public pursuant to a judicial or administrative decision.

11.5

The parties undertake not to effect any external communication concerning the research or the results of it (e.g. press release, interview, newsletter...) without the other party's prior, express written consent.

CLAUSE 12: FORCE MAJEURE

12.1

“Force majeure” is defined as any situation, beyond Human8's reasonable control, that renders the execution of the Services impossible or so difficult that its execution would be detrimental to the party subject to force majeure, or would be entirely disproportionate to the value of the Services that has been entered into, such as, amongst others, pandemic, natural disasters, war, strikes, lock-outs, a lack of raw materials and energy, electricity power cuts, technical malfunctions of server systems or internet traffic, the disruption of trade or business, fire, breaking and entering, water damage and explosions, and any other similar or unforeseeable event.

12.2

If Human8 is prevented by Force majeure from meeting its obligations to the Client, then it will be entitled, without judicial interventions and at its own discretion, either to defer the execution of the Services or to consider the

agreement to have been dissolved in full or in part, without any compensation for Client. The Client will also be entitled to cancel the agreement without any right to compensation if the Force majeure lasts longer than six (6) successive months, or if the Client can demonstrate that the force majeure affecting Human8 has the consequence that the Services entrusted to Human8 becomes entirely obsolete. In all instances, the Client is obliged to pay for the services rendered by Human8.

CLAUSE 13: (EARLY) TERMINATION OF THE AGREEMENT

13.1

The terms of the Services will be determined in the Agreement and/or SOW. The agreement will terminate upon full payment of the last invoice from Human8, which relates to or that follows the completion of the Services, on the understanding that its provisions will continue to be in effect with regard to any dispute and/or the consequences of each event, action or circumstance that has come into being or has emanated from the agreement or its execution, and with the exception of what is provided for in article 11 concerning confidentiality.

13.2

If the Client terminates an approved order confirmation during the course of the Services. The Client will have to pay a cancellation fee as stipulated in Article 2.5. As of the date of notice of termination by the Client under this Article, Human8 shall not incur any additional costs/commitments.

13.3

Each Party may immediately terminate the Agreement if:

- a) The other party fails to perform any of its obligations under this terms and conditions, and does not adequately remedy such failure within thirty (30) days of notification of such material failure or if such failure cannot be remedied; or
- b) The other party is dissolved or liquidated, files or has filed against it a petition under any bankruptcy or insolvency law, makes an assignment for the benefit of its creditors or has a receiver appointed for all or substantially all of its property, or experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

CLAUSE 14: NON-SOLICITATION

Client shall not, without prior express written consent of Human8, for the term of the Services/Agreement and for a define period of two (2) years after its termination or expiry, actively approach any person who is or was employed of otherwise engaged by Human8 and directly or indirectly involved in the provisions of the Services covered under this Agreement with the intention of engaging these persons.

CLAUSE 15: APPLICABLE LAW AND PLACE OF JURISDICTION

This agreement will be subject to Belgian law. Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those rules.
