

## General Terms and Conditions

June 2021

- No additional, verbal agreements shall be made. Any amendments and addenda to our offers must be done in writing. This also applies to any deviation from this requirement for the written form.
- Amendments to the study designs, in particular, screening criteria, ratings, sample sizes or durations of the survey, may result in pricing adjustments. This also includes the recruiting method.
- If the recruiting method has been not specified in an offer, the Service Provider reserves the right to select the method and adjust it during the field phase.
- Insofar as the Client cancels a study or individual services that have already been commissioned, all services performed by the Service Provider or its affiliates or any expenses incurred by these up to the time of cancellation shall be billed in full. If the study is commissioned again at a later date, such services or any expenses may be deducted, if possible.
- The following provisions shall apply for terminating studies that have already been commissioned: Once a project or subparts of a project have been commissioned by the Client either verbally or in written form, the Client may cancel them within a period of 4 weeks. Any services that have been rendered up to this point as well as any future project phases or cancellation fees from partner institutes, hotels, car rental companies, etc. shall be charged in full.
- Cancelled subparts of a project, even if no service has been performed, shall be billed at 20 percent of the calculated amount.
- Within the scope of the study, any unprocessed video material – unless otherwise agreed to – shall not be made available to the Client.
- Any video material and images passed on to the Client may not be used for any other purpose than that laid out in the written confidentiality agreement signed by both parties. Any deanonymisation or transfer to third parties that are not involved in the project is prohibited.
- Unless otherwise agreed to, the required stimulus materials such as photos, illustrations, graphics, audio or film sequences shall be provided by the Client.
- The Client is responsible for complying with copyright and exploitation rights (i.e., German Association for the Protection of Rights Associated with Musical Performances (GEMA)) for stimulus material made available by the Client.
- Unless otherwise agreed to, the Client shall be responsible for shipping as well as all associated necessary organisational measures (e.g., compliance with customs regulations, completing the necessary forms), as well as the cost of shipping, transport and repatriation of the stimulus material made available by the Client. This also includes transport between various locations for the same study.

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- If the Client makes available to the Service Provider any audio, music or images for use in film projects, the Client shall be responsible for complying with copyright and exploitation rights (i.e., GEMA).
- Dates for interviews and focus groups shall be scheduled by the Service Provider based on its own schedule and the availability of participants. Before the Service Provider begins recruiting, it must consult the Client to learn its preferences. If changes to previously scheduled dates are made due to a request on the part of the Client, the additional costs resulting from these changes shall be borne by the Client.
- In particular, the availability of the participants and the feasibility of the interview must be used as a guideline, insofar as they depend on external circumstances, such as weather, season, day of the week or third parties (e.g., clients of the participant) etc.
- If studies or parts of studies are conducted at the premises owned or used by the Client (e.g., test tracks, company's own site), the Client shall guarantee that any study and/or stimulus material (e.g., vehicles, electronic devices, necessary documents) is permissible for use at the site or shall be certified accordingly. In addition, the Client ensures that project participants contracted by the Service Provider shall be granted access to the premises/areas that are relevant for the study.
- Unless otherwise agreed to, the Client shall ensure there is insurance coverage (accident, liability, occupant protection) for volunteers and project participants while on its premises.
- Unless otherwise agreed to, if the Client's stimulus material (e.g., vehicles, electronic devices) is used, the Client shall ensure there is insurance coverage (accident, liability, occupant protection) for volunteers, project participants, and the stimulus material itself.
- Unless otherwise agreed to, technical support for any technology made available by the Client, in particular test vehicles or test setups, shall be provided by the Client.
- Any arranged service and delivery deadlines shall be extended for the period in which the Service Provider is prevented from providing the service due to circumstances that are not attributable to it. This also applies for the period in which the Service Provider must wait for information or collaboration from the Client. If changes are made to the project schedule due to postponements on the part of the Client, the Service Provider reserves the right to revise the various project areas with regard to the re-resource planning.
- If the Service Provider is significantly inhibited or even completely unable to carry out the study as originally planned due to force majeure (e.g., flight cancellations due to terrorist alerts, armed conflicts, severe weather), the Service Provider is entitled to extend the study for a period of time equal to the delay caused by such events. The Client shall be notified of this immediately as soon as such an event occurs or is foreseeable.
- The data collected over the course of the study shall be stored by the Service Provider in physical or digital form for a period of 10 years. The data collected in an online community shall be archived offline after the project has been completed.

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- The statutory time limits for the deletion of data apply to all video files, images and other data from the study.
- Spiegel Institut reserves all rights with regard to the offers. Any concepts, methods, and ideas presented therein remain the intellectual property of Spiegel Institut. They must be treated as strictly confidential. Use or transfer, in whole or in part, to third parties is prohibited.