

GTC of Point Blank Research & Consultancy GmbH

Section 1 Definitions & Scope

The following terms and conditions apply to all market research and consulting services that Point Blank Research & Consultancy GmbH provides. Consulting services include offer preparation, study organization, room renting, suppliers, recruitment of study participants, performance, travel, coordination, assessment, analysis, presentation and consultation.

Order means the contract between the parties, irrespective of the actual legal classification. The Principal is the client as the purchaser of the main service. Point Blank Research & Consulting GmbH will be referred to hereinafter as the Contractor and is the debtor for the main service.

The following General Terms and Conditions (GTC) apply to all contracts concluded between the Contractor and the Principal. GTC of the Principal only apply with the express authorization of the Contractor.

Section 2 Contract Conclusion

The Principal may accept offers from the Contractor within 2 months of the offer date. Until acceptance by the Principal, offers may be changed or withdrawn by the Contractor at any time.

A contract is concluded through the acceptance of the offer in text form.

Section 3 Services & Fees

The scope of the services and the fees will be determined by the offer of the Contractor. The offer will state the expected scope and costs at the time of its preparation if these can be specified at that time.

The order will end directly after report submission, presentation or completion of the entire project scope.

In case of subsequently requested additional services or changes to services, fees will be adjusted accordingly.

In case of exchange rate fluctuations between the offer currency and euros of more than 5% between the date of the offer and the awarding of the order, fees will be adjusted to the exchange rate deviation accordingly.

The Contractor will inform the Principal about any additional costs. Unexpected additional costs during the performance of the order that were unforeseeable despite due diligence when the order was awarded will be charged to the Principal fully, though for no more than 10% of the approved order value.

The Contractor may have services performed by subcontractors (vicarious agents) without the Principal's prior consent.

The Contractor will obtain the necessary usage and exploitation rights or the consent of its vicarious agents for the implementation of the services. Legal review of the work results is not owed by the Contractor, unless expressly agreed in writing. Such reviews will be performed by third parties commissioned under customary market conditions. The costs or fees incurred thereby will be charged to the Principal.

Services will be performed with due care and diligence in accordance with the standards specified by the Contractor.

Section 4 Acceptance

If specific results are owed under the contract between the Parties (e.g., assessment, analysis or presentation), the Principal must accept the work. If the Principal does not declare its acceptance within 1 week of completion and delivery, the work will be considered accepted. Use of or payment for the work is equivalent to acceptance. Apart from that, Section 640 *et seq.* of the German Civil Code [Bürgerliches Gesetzbuch, BGB] applies.

Section 5 Payment Conditions, Rights of Retention, Offsetting & Default

50% of the fee for the awarded order will be due immediately. The remaining 50% of the fee will become due immediately upon completion of the order. Other payments, such as for additional costs that may be required or for subsequently commissioned services, will become due without deduction within 30 days of receipt of the invoice. Invoices may also be effectively submitted to the Principal by email or fax.

The Principal waives the enforcement of any payment conditions.

Invoices must be settled in the currency specified in the offer. Transfer fees for foreign currencies will be borne equally by the Principal and the Contractor. Any other transfer fees will be borne solely by the Principal.

If the Principal exceeds payment deadlines or otherwise defaults on payments, the Contractor may refuse further service performance.

Stated prices are net prices. VAT and other fees must be borne by the Principal. This also applies in case of additional charges.

The Principal may only use uncontested or legally established claims to offset claims of the Contractor. The same applies to the exercise of rights of retention.

Section 6 Premature Contract Termination by the Principal

If the Principal terminates the contract prematurely for reasons for which the Contractor is not responsible, the Principal must compensate the Contractor in accordance with the tables below.

The percentage rates refer to the agreed fee and include all services performed directly by the Contractor, including any additional costs, such as travel costs and supervision, and costs for booking technical equipment.

Following coordination and according to the Contractor's availability, the field phase may be postponed by up to 4 weeks. In such cases, the fee must be paid according to the "Postponement" table below. If no binding new date is scheduled when the contract is terminated, the fee must be paid according to the "Cancellation" table below.

Time	Cancellation	Postponement
0 – 3 business days before the start of the field work	90%	80%
4 – 5 business days before the start of the field work	75%	50%
6 – 7 business days before the start of the field work	50%	25%
After the 3rd business day since order was awarded	25%	10%

Section 7 Obligations of the Contractor

If the Contractor agrees to deliver results to the Principal in electronic form, the Contractor will do anything in its power to comply with all applicable security standards.

The Contractor cannot guarantee exclusivity for certain product fields, research objects or research methods without an express written agreement. If exclusivity is agreed, its duration and any additional fees that may be necessary must be specified.

Section 8 Obligations of the Principal

The Principal must provide its bank and account details and any internal order or project numbers necessary for invoicing to the Contractor without undue delay or solicitation upon the awarding of the order.

If Contractor agrees to deliver results to Principal in electronic form, the Principal must do anything in its power to comply with all applicable security standards.

The Principal must maintain the anonymity and safeguard the personal rights of study participants and must protect the intellectual property of the Contractor. This applies especially to images of persons in private settings.

The Principal must treat any offers, methods, models, technology, software, guidelines, study designs and lists of participants prepared or developed by the Contractor or by parties commissioned by the Contractor confidentially. Offers may therefore not be transferred to third parties and their contents may not be used for own purposes by the Principal, irrespective of their intended usage.

Section 9 Liability & Guarantees

The Contractor will only be liable for damages caused by it or by its legal representatives or vicarious agents through intent or gross negligence. However, liability limitations do not apply to injuries to life, limb or health or to violations of essential contractual obligations. In case of negligently caused material or asset damage when violating essential contractual obligations, liability will be limited to the amount of foreseeable damage typical to the contract.

The Contractor will not be liable for the accuracy, completeness or quality of work performed by a subcontractor selected by the Principal.

Defect guarantees are provided for 12 months following acceptance of the work or performance of the service.

The Contractor will not provide guarantees for the accuracy, completeness or quality of performed services.

Section 10 Termination & Withdrawal by the Contractor

The Contractor may terminate the order without notice at any time for a compelling reason. A compelling reason is especially present if an advance payment agreed for an order is not received on time or in full, if necessary budget expansions are not approved or if insolvency proceedings are opened or likely to be opened for Principal's assets. Apart from that, Section 648a of the German Civil Code applies.

If, after the order has been awarded, the study cannot be performed because of methodical reasons which could not be foreseen by the Principal or the Contractor, the Contractor may withdraw from the order due to unfeasibility if the Contractor informs the Principal about the unfeasibility without undue delay and if the Parties cannot find a methodical solution to remedy the unfeasibility. In such cases, any payments already provided by the Principal will be refunded by the Contractor without undue delay.

Section 11 Intellectual Property, Publications & Usage Rights

The Principal may not publish the results of the Contractor in a manner that exaggerates, distorts or inaccurately presents findings or data. Publications may not damage the reputation or business of the Contractor.

Apart from that, any offers, methods, models, technology, software, guidelines, study designs and lists of participants prepared or developed by the Contractor or by parties commissioned by the Contractor will remain the intellectual property of the Contractor. Offers may therefore not be transferred to third parties and their contents may not be used for own purposes by the Principal, irrespective of their intended usage.

Unless created expressly for the Principal, any intellectual property rights to procedures, principles or formats and to any proprietary materials, software, programs, modules, methods and other materials used or developed by the Contractor for offer preparation or service performance will remain with the Contractor.

If the Contractor provides software for its services, the Principal recognizes that the use of this software may be subject to separate licensing conditions.

Section 12 Data Protection

Service performance may require the Contractor to process personal data provided by the Principal or by its vicarious agents or third parties known to the Principal.

In such cases, the Principal must ensure that it may provide personal data under applicable legal regulations and will obtain the consent of data subjects, if necessary.

The Contractor will only process personal data provided by the Principal in compliance with data protection regulations, especially the German Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG] and the EU General Data Protection Regulation (GDPR), exclusively for the purpose of performing the contractually owed service.

The Contractor will implement the necessary technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss or destruction in consideration of the state of the art.

Completed surveys, audio and video tapes and computer documentation prepared by the Contractor or its subcontractors for contractually owed services are the property of the Contractor.

When personal data is no longer necessary for the purposes of service performance, it will be erased by the Contractor in compliance with the applicable legal regulations, at the latest, after 4 years.

Section 13 Product Tests

The Contractor's contractually owed service may include the testing or use of products, samples or test material, including prototypes, provided by the Principal (hereinafter: test products).

In such cases, the Principal must ensure that any contents, packaging and labels comply with legal requirements.

If necessary, the Principal must also obtain any prescribed declarations for use of the respective test products from those concerned.

The Principal will also be responsible for ensuring:

- The performance of all necessary chemical, medical, pharmaceutical and other tests and analyses of the test product;
- The suitability of the test product for the test;
- No damage will be caused by the test product following the performed test;
- Any information required by law or regulations or that is necessary for product use will be provided to the Principal so that the Principal can disclose such information to study participants;
- All test products comply with legal security and hygiene regulations;
- Maintenance of the cold chain for test products to be cooled until the agreed time and place of handover to the Contractor.

The Principal will be liable for any damage incurred by the Contractor or third parties through the use of products provided by the Principal. The Principal must hold the Contractor harmless from any third-party claims exercised against the Contractor for damages caused by the product to be tested.

Apart from that, the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG] applies.

The Principal must maintain adequate liability insurance and, at the Contractor's request, provide proof of adequate insurance coverage. In addition, the Principal must provide a complete list of substances contained in test products to the Contractor.

The Contractor will not be liable for the use, loss or damage of test products after they have been handed over to study participants.

Section 14 References Towards Third Parties

The Parties mutually consent to allow the Parties and affiliated companies of the Parties to use the corporate or brand name, company logo and the project topic and type of the respectively other Party as a reference towards third parties. This consent may be withdrawn in writing at any time by one of the Parties towards the other.

Section 15 Final Provisions

German law applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is Berlin, Germany.