

GENERAL TERMS AND CONDITIONS

1. General

“EyeSee” means the entity of the EyeSee Group performing the Services under the applicable Agreement.

“EyeSee Group” means EyeSee NV, as a parent company (HQ) incorporated, established and existing under the laws of Belgium, having its official seat in Ghent, Belgium with registered office address at Franklin Rooseveltlaan 349/B71 and its Affiliates – entities (EyeSee, Inc; EyeSee France Sarl; EyeSee Research LTD; EyeSee DOO; EyeSee PTE LTD; EyeSee S de RL de CV).

“Agreement” shall mean the contractual arrangement entered into between EyeSee and Client with respect to the procurement of the Services, and any other document agreed between Client and EyeSee, including but not limited to Master Service Agreements, Statements of Work etc.

“Affiliates” with respect to EyeSee or Client, shall mean a company or any other corporate entity which, directly or indirectly, controls, is controlled by, or is under common control with such party, where “control” shall mean the ownership of more than 50 % of the capital or of the voting shares of the company or entity concerned.

“Client” shall mean the entity placing the Order.

“Data Protection Laws” mean all applicable data protection, privacy, and information security laws, regulations, and regulatory guidance, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the California Consumer Privacy Act (“CCPA”) (USA), the Personal Data Protection Act (PDPA) (Singapore) and any other relevant laws in the jurisdictions where EyeSee entities operate.

“Effective Date” represents the date of the Client’s acceptance of the proposal.

“Deliverables” means the deliverables specified in the applicable Agreement.

“GTC” shall mean these General Terms and Conditions for Services.

“Parties” EyeSee and Client together may be referred to as Parties in this GTC.

“Personal Data” refers to any information relating to an identified or identifiable natural person as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“General Data Protection Regulation” or “GDPR”), and in accordance with other applicable data protection laws, including but not limited to the California Consumer Privacy Act (CCPA) (USA), the Personal Data Protection Act (PDPA) (Singapore), and any relevant laws in the jurisdictions where EyeSee entities operate.

“Project” shall mean the scope under the Agreement.

2. Services

Proposal Validity. A Proposal for Services shall remain valid for acceptance for a period of (90) days from the date indicated on the first page of a proposal, unless otherwise stated.

Performance of Services. EyeSee will provide Services as described in one or more Agreements (“Services”). If any term or provision in any Agreement modifies or conflicts with the terms or conditions contained in this GTC, terms of the Agreement shall control unless otherwise stated in the Agreement.

Unless otherwise agreed in writing between EyeSee and Client, Services are performed by EyeSee on a non-exclusive basis.

Project Timeline and Client Obligations. EyeSee is responsible for delivering study results in a given timespan, starting from the moment Client delivers stimuli to be tested and confirms the interview. Any delay in final interview/stimuli delivery and approval may cause a delay in the overall project timeline.

The stated materials must be delivered, and interviews confirmed sixty (60) days from the confirmation of the project, or sixty (60) days from the Effective Date of the Agreement (unless differently defined in the applicable Agreement).

Termination.

Termination for Cause. Either Party may terminate the applicable Agreement immediately upon written notice if the other Party:

- materially breaches any provision of the Agreement or these GTC and fails to cure such breach (if curable) within thirty (30) days after receiving written notice specifying the breach; or
- becomes insolvent, files for bankruptcy, ceases business operations, or has a receiver/administrator appointed over its assets.

In addition, if the Client fails to deliver the required materials and confirm the interview within the sixty (60)-day period specified above, EyeSee may terminate the Agreement immediately without prior notice or cure period.

Termination for Convenience. Either Party may terminate the Agreement for convenience (without cause) by providing the other Party with at least thirty (30) days' prior written notice (or such other period as specified in the Agreement).

Termination for convenience by the Client is subject to the cancellation/termination fees as defined below.

Cancellation/Termination Fees. The following cancellation fees shall apply upon any termination or cancellation of the Agreement or project (by either Party, for any reason, once the project is agreed and approved), based on the project stage at the time of the termination/cancellation notice:

1. Before fieldwork commences – 20% of the total project price;
2. During the fieldwork – 40% of total project price;
3. After the fieldwork – 70% of total project price;

If EyeSee’s actual documented expenses incurred up to the point of termination/cancellation (including but not limited to recruitment, panel setup, third-party costs, and committed resources) exceed the applicable percentage above, the Client shall pay the higher of (i) the percentage-based fee or (ii) such actual expenses.

These fees represent reasonable liquidated damages intended to compensate EyeSee for committed resources, scheduling, recruitment, opportunity costs, and non-recoverable preparations. They do not limit EyeSee’s right to claim additional damages or other remedies available under applicable law in cases of Client breach or fault. For the avoidance of doubt, no cancellation fees shall apply to termination by EyeSee for its own convenience or solely due to EyeSee's material breach. The Parties acknowledge that these fees are a genuine pre-estimate of EyeSee’s loss and not a penalty.

Changes to Scope and Additional Services. Any Services requested by the Client that fall outside the scope of the agreed project proposal, statement of work, or budget, including changes to research design or project specifications after final project confirmation (e.g., new methodology, increase in sample size, additional stimuli design, etc.), shall be considered additional work. Such additional work will be subject to separate charges, billed based on EyeSee’s standard day rates applicable to the level of expertise required:

1. Junior (€900/day);
2. Medior (€1,050/day);
3. Senior (€1,300/day);
4. Director (€1,550/day);

The stated amounts will be converted and charged in the currency of the EyeSee affiliate with whom the Agreement is signed, or project entered.

EyeSee will provide an estimate for the additional work and obtain the Client’s written approval prior to commencement of any additional work.

Usage of research results by third parties is restricted.

3. Orders and Purchase Orders

If Client wishes to procure Services, then Parties shall enter into good faith negotiations to enter into an Order/Agreement with respect to such Services.

Client shall fully compensate EyeSee for the completion and provision of conforming Services in accordance with the fees or rates (“Fees”) set forth in the Agreement as “Total Costs”. The Fees stated in the Agreement shall encompass all costs of operation unless differently defined in the Agreement.

Where applicable, if Purchase Orders are a requirement for invoicing, Client shall issue a valid Purchase Order within thirty (30) days following the



execution of the Agreement, unless otherwise agreed in writing. The project shall not proceed to the fieldwork stage until a valid Purchase Order is received by EyeSee. EyeSee shall not be liable for any delays in the project timeline resulting from the Client's failure to issue a valid Purchase Order in a timely manner.

If the Client fails to issue a valid Purchase Order within thirty (30) days following the execution of the Agreement, EyeSee may, at its discretion, cancel the project and terminate the applicable Agreement without liability, subject to the Cancellation/Termination Fees in Section 2.

4. Invoicing and Payment

Invoicing. EyeSee shall invoice Client for the performance of Services in accordance with the Agreement. In the event Client reasonably requests additional substantiating detail, EyeSee shall promptly provide such detail. EyeSee shall not issue multiple invoices for the same Services. EyeSee may issue statements of account indicating the status of EyeSee's invoices to Client by invoice number.

Payment. Payment terms are thirty (30) days upon Client's receipt of an accurate and complete invoice. The Parties shall use commercially reasonable efforts to promptly resolve any payment dispute.

If Client fails to make payment within thirty (30) days of receipt of an undisputed invoice, a late payment penalty shall be assessed on the overdue amount. Such penalty shall accrue at the higher of one- and one-half percent (1.5%) per month (18% per annum), or the highest rate allowed by applicable law, beginning from the thirty-first (31st) day following receipt of the invoice until full payment is received. Client shall be notified of any such late payment penalty, where such notification delivered via email shall be considered sufficient, and EyeSee shall provide an updated invoice reflecting the late payment fee upon request. Client shall be responsible for reimbursing EyeSee for all reasonable costs incurred by EyeSee in collecting any late payments, including reasonable attorneys' fees and court costs. Exclusions from Late Fee Penalty. No late fee penalty shall apply to any portion of an invoice reasonably and substantively disputed by Client in accordance with this Section 4. Such dispute must be documented with clear evidence demonstrating non-compliance or misrepresentation by EyeSee. EyeSee reserves the right to suspend performance of Services or withhold delivery of any Work Product until all overdue amounts, including applicable penalties and costs, are paid in full.

5. Representations and Warranties

EyeSee represents and warrants to Client that its work and the Services provided under the Agreement shall:

1. Meet the specifications set forth in the Agreement.
2. Be performed with promptness, competence, and diligence and be executed in a thorough, professional, and workmanlike manner in accordance with the practices and standards observed by the leading companies in the business of providing Services similar to those Services provided by EyeSee under the Agreement;
3. Be performed by individuals with the requisite training, background, experience, technical knowledge, and skills to perform the Services; and
4. Comply with all applicable federal, state, and local laws, regulations, and other accreditation requirements applicable to Client.
5. EyeSee shall promptly re-perform any Services not in compliance with the specifications set forth in the Agreement after receiving notice from Client. EyeSee acknowledges the importance of a timely completion of the Services and agrees to report any anticipated delays as they occur and make every effort to correct the situation.
6. EyeSee further represents and warrants to Client that neither EyeSee nor the Services infringe, or will infringe, any patent, copyright, trademark, trade secret, or other proprietary rights of any person or Client.

6. Ownership of Work Product and IP

"Work Product" means any and all Deliverables in aggregated and anonymized form, previously agreed and defined in applicable Agreement and/or a Proposal, excluding any and all materials and Intellectual Property Rights to ideas, concepts, methodologies, processes, and know-how developed or created by EyeSee in course of delivering the Services, which are related to its own products and business activities. EyeSee agrees that any and all Work Product will be the property of and owned by the Client.

The Deliverables reflect the outcome of the agreed research methodology and analysis conducted based on the information available at the time of the Services. Any interpretation, implementation, or business decisions based on the Deliverables remain within the Client's responsibility. EyeSee may use, depersonalized data collected, developed or created in the course of delivering the Services for internal studies and benchmarks.

Additionally, EyeSee shall retain ownership of EyeSee's intellectual property developed prior to or separately from the Services rendered hereunder, including any derivative works or extensions thereof, that may be specified in the Agreement or that EyeSee can demonstrate was independently developed by EyeSee outside the scope of the Services and without the use of Client facilities, materials, or equipment including materials and Intellectual Property Rights to ideas, concepts, methodologies, processes, and know-how developed or created by EyeSee in course of delivering the Services, which are related to its own products and business activities and are not specifically designed for the Client ("EyeSee IP"). EyeSee retains all right, title, and interest in and to its methodologies, tools, models, software, technologies, databases, processes, and know-how used in performing the Services, including any improvements thereto developed in the course of performing the Services. To the extent the Work Product incorporates any EyeSee IP or any Third Party IP, EyeSee shall provide Client with an irrevocable, non-exclusive, worldwide, perpetual, fully paid-up, and royalty free right to use, modify, display, and make derivative works of any EyeSee IP as may be embodied or incorporated in any Work Product to the extent that such rights are reasonably necessary for Client's intended use of the Work Product, or are necessary to meet Client's requirements and intended purposes of the Agreement. EyeSee shall not incorporate any intellectual property of any third party ("Third Party IP") into any Work Product unless EyeSee has a valid license or other right to do so, and EyeSee shall procure for Client the right to use any such Third Party IP in connection with Client's intended use of the Work Product to the same extent provided with respect to EyeSee IP herein. EyeSee shall have an irrevocable, non-exclusive, worldwide, perpetual, fully paid-up, and royalty-free license to use, analyze, and process the Work Product, including, study data, and materials generated in the course of delivering the Services under the Agreement, for EyeSee's internal business purposes, including research, analysis, model training, and development. Such use shall comply with all confidentiality obligations and restrictions on Client's proprietary information as set forth in the Agreement.

The Client shall maintain the confidentiality of EyeSee IP and shall not use or disclose it for any purpose outside the scope of the Work Product or the Agreement without EyeSee's prior written consent. The Client shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, underlying structure, or proprietary methodologies of any EyeSee IP. Any attempt to analyze, replicate, or create derivative works from EyeSee's proprietary processes, know-how, or technologies, except as expressly permitted in the Agreement, shall constitute a material breach of the Agreement. In the event of any violation or threatened violation of this Section, EyeSee shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity, without the need to post a bond or prove actual damages. The Client shall indemnify EyeSee for any losses, damages, or expenses (including reasonable attorneys' fees) arising from any breach of this Section.

The Client's license to use EyeSee IP shall terminate immediately upon any breach of the Agreement by the Client, and EyeSee may seek appropriate remedies to protect its intellectual property rights.

7. Independent Contractor; Waiver of Benefits

EyeSee is an independent contractor to Client. Neither EyeSee nor any of its employees, contractors, affiliates, or third-party agents shall be, or be deemed to be, an employee of Client. EyeSee is not the agent for Client and does not currently have, or will have, any authority to bind Client to any contract or liability or to act or represent Client in any capacity other than as an independent contractor. Nothing in this GTC or Agreement is intended to, or shall be deemed to, constitute or create (i) a reclassification of EyeSee from being an independent contractor, (ii) a partnership, agency relationship, joint venture, employer and employee relationship, or (iii) any other special relationship between the Parties. EyeSee shall not take any action that expresses or implies any relationship other than that of independent

contractor. EyeSee is responsible for EyeSee's own actions during the performance of EyeSee's obligations herein.

8. Indemnity

To the fullest extent permitted by applicable law, Parties shall indemnify, defend, and hold other Party and its officers, trustees, directors, representatives, employees, and agents harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and costs, physical damage to or loss of tangible property, injury or death of any person, and any product recall or retrofit) arising out of, resulting from or caused by: (a) negligence or intentional misconduct of Party, its employees, agents, or subcontractors; (b) the failure of Party or its employees, agents, or subcontractors to comply with the provisions of the Agreement or applicable laws, rules, and regulations; (c) any defect in design, workmanship, or materials carried out or employed by Parties or its employees, agents, or subcontractors; (d) any illness, injury, death, or property damage suffered or alleged by any person employed by Parties. Parties shall also indemnify, defend, and hold the other Party and its officers, trustees, directors, representatives, employees, and agents harmless from and against any and all third-party claims and liabilities.

9. Arbitration

Arbitration. Any dispute, controversy, or claim concerning or relating this GTC or any Agreement ("Dispute") between EyeSee and a Client, shall be resolved in the following manner:

1. The Parties shall use all reasonable efforts to resolve the Dispute through direct discussions between persons associated with each Party who have the authority to resolve the Dispute. A Party may give the other Party notice of any Dispute not resolved in the normal course of business. Within ten (10) days after such notice is given, the receiving Party shall submit to the other Party a written response. The notice and response shall include (i) a statement of that Party's position and a summary of arguments in support of that position and (ii) the name and title of the person who will represent that Party in any negotiations to resolve the Dispute.
2. Within twenty (20) days of written notice that there is a Dispute, employees of each Party with authority to settle such Dispute shall meet or confer by telephone to reach an amicable settlement and to explore alternative means to resolve the Dispute expeditiously (e.g., mediation).
3. If the Dispute has not been resolved as a result of the procedure in the sections above or otherwise within forty-five (45) days of the initial written notice that there is a Dispute (or such additional time to which the Parties may agree), the matter shall be resolved by final and binding arbitration. If the Parties are unable to agree on the arbitrator within sixty (60) days of the original written notice of Dispute (or such additional time to which the Parties may agree), the Parties shall each appoint one arbitrator and the two arbitrators shall select a third neutral, independent, and impartial arbitrator from the list of arbitrators.
4. Judgment on an arbitral award may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement.
5. Nothing herein however shall prohibit either Party from seeking judicial relief, if such Party would be substantially prejudiced by a failure by the other Party to act during such time that such good faith efforts are being made to resolve the claim or controversy.

10. Limitation of liability

Subject to the maximum extent permitted under applicable law, EyeSee's total liability under the Agreement shall per event (or series of connected events) not exceed an amount equal to all fees paid under the Agreement.

To the maximum extent permitted under applicable law, EyeSee excludes its liability for any indirect, consequential, punitive, or special damages arising under the Agreement, including, without limitation, loss of revenue, profit, income, business, contracts, customers, anticipated savings or goodwill, loss or corruption of data, opportunity loss, the cost of procuring replacement goods or Services, or reputation damage. EyeSee shall not be liable for any damages arising from (i) Client's misuse, modification, or unauthorized use of the Work Product; (ii) Client's failure to provide accurate or lawful

materials or instructions; or (iii) any actions or omissions of Client or third parties not under EyeSee's direct control.

Each entity of the EyeSee Group acts solely on its own behalf, and no other entity within the EyeSee Group shall bear any liability to the Client under any circumstances arising from or related to any Service Agreement.

To the maximum extent permitted under applicable laws, neither Party nor its directors, subcontractors, advisors, or employees shall be liable for any extra-contractual claims, damages, or liabilities, whether based on negligence, tort or any other cause. Furthermore, to the maximum extent permitted under applicable law, the Parties agree not to hold the other Party's directors, employees, advisors or subcontractors personally liable for any obligations, damages, or liabilities arising out of or related to this Agreement. Any such obligations or liabilities (including any extra-contractual liability claims) shall be brought solely to the other Party.

11. Confidentiality

"Confidential Information" means all information and data delivered or made available by a Party in whatsoever form, as well as information and data to which a Party gains access in regard to the Project execution or in the course of further cooperation once the Project has been executed, which adhere to the business or the enterprise of the Client or EyeSee, being of economic, financial, trade, marketing, scientific, technical, administrative, know-how, personal (including contact data such as: e-mails, telephone numbers, etc.), planning or strategic nature, as well as covering data and information in the forms of analysis, reports, statements, research and presentations. Confidential Information shall also include the terms of the Agreement and any discussions or negotiations related thereto. Information shall not be considered Confidential Information if it falls under the exclusions specified in Section 11 of these General Terms and Conditions.

The Parties oblige:

1. not to make use of the Confidential Information for any purposes other than the purposes directly related to the Project execution or purposes arising in the course of the intended further cooperation between the Parties, in particular not to make use of the Confidential Information in order to their own or Third Parties' benefits,
2. not to publish, disclose or divulge the Confidential Information, unless the other Party has granted prior written consent to the above,
3. to undertake due diligence and all possible measures intended for the safe-keeping and non-disclosing it to Third Parties,
4. not to duplicate Confidential Information (or materials constituting carriers of Confidential Information) in any form, unless the other Party has granted prior written consent to the above,
5. to immediately cease to use the Confidential Information as well as to return or destroy the Confidential Information (or materials constituting carriers of the Confidential Information) obtained from the disclosing Party as well as to permanently remove the Confidential Information from all computer systems of the receiving Party in the case when the Parties decide to withdraw from the Project or cease further cooperation once it has been executed,
6. to publicly disclose the information regarding the ongoing negotiations as well as regarding the cooperation between the Parties only in the content, form, manner, place and date of publicity previously agreed with the other Party.

Exclusions of the Parties' liability

1. The obligations referred to above do not apply to Confidential Information:
 - 1) in the possession of which a Party entered in accordance with the law prior to the date of conclusion of this Agreement,
 - 2) with regard to which the receiving Party proves that it became publicly available after the conclusion of this Agreement or has been publicly available before its conclusion as a result of circumstances or actions for which the receiving Party cannot be held liable,
 - 3) which must be disclosed pursuant to a legitimate request of an authority conducting judicial or administrative proceedings or pursuant to a binding judgment of a court or administrative decision. In such circumstances, the receiving Party shall promptly notify the disclosing Party in writing of the necessity to disclose the Confidential Information and will use reasonable efforts to minimize the damage, which the disclosing Party may incur as a result of such disclosure,

- 4) which has been published, disclosed or made available to a Third Party by the receiving Party on the basis of a prior written statement of the disclosing Party, comprising (i) consent to its publication, disclosure or divulging to a Third Party or (ii) a declaration of will as to the exclusion of the obligation of confidentiality in regard to the Confidential Information indicated in such a statement, including any conditions reserved by the disclosing Party at the time of declaration.
2. The Parties shall not be held liable to each other for the damages resulting from the publication, disclosure or making available of Confidential Information in the circumstances referred to in section 1 above, subject to § 4 section 1 point 3) sentence 2.

Exclusiveness of rights to Confidential Information

1. All Confidential Information, as well as materials used as carriers of Confidential Information, are the property of the disclosing Party and shall be returned to the disclosing Party upon its written request once the Project has been executed or further cooperation after its execution has ceased.
2. The Parties agree that the disclosure or making available of the Confidential Information by either of the Parties or EyeSee affiliate which adheres to the subject of intellectual property rights shall not by any means be understood as transfer of intellectual property rights in whole or in part, granting of a license, giving consent to exercising derivative rights to any works or granting whatsoever rights (including patents) to any inventions, utility models, research designs, and rationalization proposals, etc.

Disclosing of Confidential Information by a Party

1. Parties declare that the access to the Confidential Information within their enterprises shall be granted only to employees and associates of a Party directly involved in the Project execution or in further cooperation once the Project has been executed. The receiving Party undertakes to bind the persons referred to in the preceding sentence with the obligation to maintain confidentiality which scope shall be identical to the one in the hereby Agreement.
2. The Parties are jointly and severally responsible for the actions and omissions of their employees and associates who have been granted access to Confidential Information as for their own actions and omissions.
3. The provisions of sections 1 and 2 above shall apply accordingly to a Third Party, to which the receiving Party has disclosed or made available Confidential Information upon a prior written consent of the disclosing Party.

Liability

Each party agrees that money damages would not be a sufficient remedy for any violation (or threatened violation) of Article 11 of this Agreement and, accordingly, each party shall be entitled to seek specific performance and injunctive relief for any breach of Article 11 of this Agreement by the other party or its representatives. Such remedies shall not be deemed to be the exclusive remedies for a breach of Article 11 of this Agreement but shall be in addition to any other remedies available at law or in equity. In the event of any breach by a party or its representatives of Article 11 of this Agreement, without limitation to any other remedies available at law or in equity, the non-breaching party shall be entitled to reimbursement by the breaching party of its out-of-pocket fees and expenses (including legal fees and expenses) incurred in connection with the investigation and evaluation of such breach and the enforcement thereof.

Permitted Use of Work Product

Notwithstanding any restrictions in this Section 11, EyeSee may use, analyze, and process the Work Product, including aggregated and anonymized results, study data, and materials generated in delivering the Services under the Agreement, for its internal business purposes, including research, analysis, model training, and development, as provided in the Intellectual Property section. Such use shall comply with all confidentiality obligations, restrictions on Client's proprietary information, and applicable data protection laws, as set forth in this Agreement.

The obligations of confidentiality under this Section 11 shall remain in effect during the term of the Agreement and for a period of 1 year thereafter, except for trade secrets, which shall remain confidential for as long as they qualify as trade secrets under applicable law.

12. Personal data

Both Parties shall comply with all applicable data protection laws relevant to their respective jurisdictions, including but not limited to the General Data

Protection Regulation (GDPR) (EU) 2016/679 for European entities and the California Consumer Privacy Act (CCPA), as well as any other applicable data protection legislation relevant to the location of their respective EyeSee entities. The Parties undertake to ensure that their subcontractors and employees also undertake to comply with the provisions of the GDPR. Any processing/collection of Personal data will be done in accordance with applicable Data Protection Law(s).

The Parties acknowledge that this Agreement does not imply the processing of personal data, other than the personal data of the signatories and/or employees in the Agreement.

If either Party has its registered office outside the EU/EEA, in a country not providing an adequate data protection level recognized by the EC, Parties shall take the necessary steps to ensure that personal data is transferred according to the EU applicable data protection laws; to this end, either Party can request that the Parties execute EU-Standard Contractual Clauses, unless any other valid legal basis for processing personal data exists

Unless differently stipulated in the Agreement, the Parties agree that all studies conducted under this GTC will be performed in a "blind" manner that does not reveal the identity of the Client or its affiliates. Services provided by EyeSee will only be in the form of a "blind study." All blind studies will use third-party sample sources. For all blind studies, EyeSee will not collect, process nor provide Client with personal data of study participants (e.g., names, addresses, contact information). EyeSee will only provide data to Client in aggregated and anonymized form and will not disclose any Personal data or personally identifiable information in connection with such studies. Client shall not provide any Personal data to EyeSee.

13. Miscellaneous

Binding Effect. The Agreement will inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this GTC or any Agreement without the prior written consent of the other Party, except that EyeSee may assign this GTC or any Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section shall be null and void.

Compliance with Laws. Parties shall comply with all applicable federal, state, and local laws, regulations, including non-discrimination and equal employment opportunity provisions, and executive orders in performance of the Agreement and this GTC.

Data Breach Notification. Each Party shall notify the other Party without undue delay and in any event within 72 hours after becoming aware of any actual or suspected personal data breach affecting the other Party's personal data processed in connection with this Agreement. The notice shall include all relevant details required under applicable Data Protection Laws.

Entire Agreement. This GTC, together with the applicable Agreement(s), Proposal(s), and any Statements of Work, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, Agreements, negotiations, representations and warranties, both written and oral. No modification or amendment to this GTC or any Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

Severability. The invalidity or unenforceability of one or more provisions of the Agreement and these GTC shall not affect the validity or enforceability of any of the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Waiver. No waiver of any breach of any condition, covenant, or term hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other provisions. No such waiver will be effective unless in a writing that is signed by both Parties and then only to the extent specifically and expressly set forth therein.

Section Headings. The section headings contained herein are inserted only for convenience and shall not be deemed to limit the subject matter of any section and shall not be considered in the construction of said sections.



Governing Law. These GTC shall be governed by the law of a country (or more specific federal province or state if applicable) where the entity (company) of the EyeSee Group performing the Services has an official seat.

comply with all applicable laws in connection with its use of the Work Product and Services

Version: March 2026

- 1) If the Services are performed by the **EyeSee NV**, GTC will be governed by, interpreted under, and construed in accordance with the laws of Belgium.
- 2) If the Services are performed by **EyeSee, Inc.**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York, USA.
- 3) If the Services are performed by **EyeSee Research LTD**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of England and Wales.
- 4) If the Services are performed by **EyeSee France Sarl**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of France.
- 5) If the Services are performed by **EyeSee PTE LTD**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of Singapore.
- 6) If the Services are performed by **EyeSee DOO**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of Serbia.
- 7) If the Services are performed by **EyeSee S de RL de CV**, GTC will be governed by, interpreted under, and construed in accordance with the internal laws of Mexico.

Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under the Agreement due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, government restrictions, or failure of third-party suppliers, provided that the affected Party notifies the other Party promptly and takes reasonable steps to mitigate the impact. If such an event continues for more than sixty (60) days, either Party may terminate the Agreement without liability, except for payment for Services already rendered.

Non-Solicitation. During the term of the Agreement and for 12 months thereafter, neither Party shall, directly or indirectly, solicit, hire, or engage any employee or contractor of the other Party.

Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth in the applicable Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All Notices shall be delivered by email (with confirmation of transmission) or by nationally recognized overnight courier (receipt requested). Except as otherwise provided in this GTC or the Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Modification of Terms. EyeSee reserves the right to modify or amend these General Terms and Conditions at its discretion from time to time, including, without limitation, to reflect changes in applicable law, business practices, or operational requirements. Modifications shall apply only to Agreements entered into or Services ordered after the effective date of the modification.

Counterparts and Electronic Signatures. Agreements may be executed in any number of counterparts, each of which shall be deemed original but all of which together shall constitute one and the same Agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed original.

Terms and conditions of the Client deviating from these terms and conditions in whole or in part are not accepted by EyeSee, unless EyeSee has explicitly agreed to them in written form.

Client Representations and Warranties. In addition to any other representations and warranties set forth in this GTC or the Agreement, the Client represents and warrants that: (a) it has the full right and authority to enter into this Agreement and perform its obligations hereunder; (b) all materials, stimuli, instructions, and information provided by the Client to EyeSee are accurate, complete, lawful, and do not infringe any third-party intellectual property rights, privacy rights, or applicable laws (including advertising, consumer protection, and data protection laws); and (c) it will