

# INCIDENCE

FROM RESEARCH TO STRATEGY



## *General Terms and Conditions*

V4 28.04.26

## 1. GENERAL

### 1.1. Definitions

- The term "Company" refers to INCIDENCE SRL.
- The term "Client" refers to all organisations, companies or individuals who purchase or wish to purchase a service from INCIDENCE SRL.
- The term "Assignment" refers to any service, of whatever nature, carried out by INCIDENCE at the request of a Client or prospective Client.
- The term "Interview" refers to any method used by INCIDENCE to collect information from a Respondent.
- The term "Respondent" refers to any natural or legal person from whom information is collected in the context of an Assignment, whether or not they are aware of this.
- The term "Subcontractor" refers to all organisations (natural or legal persons) engaged by INCIDENCE for the performance of the Assignment.

### 1.2. Fundamental principles

- Unless otherwise stated, these General Terms and Conditions apply in full to all quotations issued by INCIDENCE SRL. These General Terms and Conditions are deemed to have been accepted by the Client as soon as a quotation is requested and/or a proposal is approved.
- The Client and the Company agree that all work will be carried out in accordance with the ESOMAR codes of conduct, as well as in compliance with the rules laid down by ESOMAR and Belgian legislation governing the processing of personal data.
- The Assignment carried out by INCIDENCE shall be conducted lawfully, honestly, with integrity and objectively and in accordance with applicable scientific principles.
- Assignments must not abuse the Respondents' trust, nor exploit their lack of knowledge or experience.
- The Company shall take all reasonable precautions to ensure that Respondents do not suffer any harm or damage directly resulting from their participation in the research.
- Respondents participate voluntarily at all stages and under no circumstances may they be misled into participating. INCIDENCE undertakes to identify itself immediately and to disclose the objectives of the research and the identity of the Client, insofar as such disclosure does not compromise the main objectives of the Assignment.
- INCIDENCE operates with full transparency and ensures that the Client has access to all technical details of the Assignment.

## 2. OWNERSHIP

### 2.1. Quotations

Quotations or other proposals for Assignments remain the exclusive property of INCIDENCE, regardless of whether they are submitted in writing or verbally. They may therefore under no circumstances be reproduced in whole or in part by the Client or used for any purpose other than the direct collaboration between the Client and the Company.

### 2.2. Materials

All material provided by the Client for the performance of the Assignment remains the property of the Client and may only be used for the purpose of the performance of the Assignment.

### 2.3. Data and results

All information collected in the context of the Assignment, as well as the results of the analyses, is the exclusive property of the Client. INCIDENCE retains ownership of the analysis methods and reporting tools used in the context of the research. In the event of publication of the results in the press or elsewhere, the Client shall ensure that the Company is cited as the source.

### **3. DATA PROTECTION AND CONFIDENTIALITY**

#### **3.1. Privacy policy and respect for privacy**

All data collected by INCIDENCE is processed in strict compliance with confidentiality rules:

- the Client shall have no access to the Respondent's personal data unless the Respondent has given their express consent (verbally or in writing). In such cases, this data shall be collected by the Company and transmitted to the Client via a secure connection. The Company undertakes to destroy this data as soon as the Assignment is completed. The Client reserves the right to archive this data.
- The personal data of the Respondents is stored separately from the survey results.
- The Respondent may at any time check the personal data relating to them that is being processed, or request that it be amended if it proves to be incomplete or inaccurate.
- Unless the Respondent expressly consents to this, the Client may not contact them directly in connection with the survey, either to discuss the results of the survey or, more broadly, for commercial purposes.
- INCIDENCE undertakes not to retain any data provided by the Client (lists or materials) after completion of the Assignment.

The processing of personal data carried out by INCIDENCE in the context of the Assignment is described in Appendix 1 to these General Terms and Conditions. INCIDENCE carries out this data processing on behalf of its Clients in the capacity of a data processor.

#### **3.2. Security of processing**

INCIDENCE undertakes to take appropriate security measures to prevent unauthorised access to, manipulation or disclosure of personal data.

#### **3.3. The Client's attendance at Interviews**

The Client is entitled to attend certain Interviews, provided that the following conditions are met:

- The Client attending an Interview in person or following it remotely must be introduced as such to the Respondent in advance.
- The Respondent must be clearly informed that the Client is observing the Interview.
- The Client wishing to attend Interviews must notify INCIDENCE at least two (2) days in advance so that all confidentiality and organisational requirements can be met.
- The Client may under no circumstances use the data collected in the context of focus groups or interviews and the organisation thereof, for purposes other than the original purpose of the research.
- The Client attending interviews is deemed to have taken note of the documentation relating to the ESOMAR guidelines and Belgian privacy legislation and agrees to comply with them. The Client is obliged to indemnify the Company in the event of any loss, costs or liability arising from failure to comply with these regulations.
- In the event of audio or video recordings, these may not be shared or distributed without the written consent of all Respondents. Consequently, INCIDENCE cannot guarantee that all audio and video recordings will be handed over at the end of the Assignment. In any event, the Client may not identify the Respondents in these recordings (personal details will be concealed).

## 4. LIABILITY

### 4.1. The Company's general liability

*The Company is fully responsible for all work carried out in connection with the Assignment, including any part of the Assignment that may have been subcontracted.*

*The Company undertakes to make every effort to ensure the quality of the services provided.*

### 4.2. Material supplied by the Client

*The Client is solely legally responsible for the content of the material supplied and is also responsible for its quality.*

*The Client undertakes to provide in writing all information necessary for the correct and safe handling of the material supplied.*

*The Company undertakes to handle the material with the utmost care and to make every effort to ensure it is not damaged. However, the Company cannot be held liable for damage arising from the normal use of the material within the scope of the project or for accidental damage caused by any third party.*

*The Client undertakes to provide the Company with all information necessary for the proper performance of the Assignment. The Company cannot be held liable for errors or omissions attributable to a lack of information on the part of the Client.*

### 4.3. Subcontracting

*The Company undertakes to inform the Client in the event of partial or full subcontracting during the performance of the Assignment, with the exception of data entry and data collection.*

*A quotation may refer to a subcontractor by name. The Client undertakes not to contact this Subcontractor directly, and the Company may, if it deems it necessary, freely decide to change Subcontractors.*

### 4.4. Analysis and interpretation of the results

*The Company shall in no event be held liable for any actions, measures or other consequences resulting from decisions taken by the Client in connection with the Assignment. The recommendations and summaries in the report have been drawn up in good faith and do not bind the Company in any way with regard to the use the **Client** may make of them.*

### 4.5. Errors

*The Company shall in no event be held liable for any damage, of whatever nature, arising from errors of interpretation on the part of the Client.*

*The Company cannot be held liable in the event of disruptions or temporary difficulties in accessing information published online.*

*If an error is identified during the conduct of the research, the Client must notify the Company in writing as soon as possible, whereupon the Company will correct it at its own expense as soon as possible.*

#### **4.6. Compliance with the time schedule**

*The timeline set out in the proposal is indicative and shall be confirmed upon commissioning of the Assignment.*

*The Company will make every effort to complete the Assignment within the agreed deadlines, but cannot be held liable in the event of delays beyond the Company's control, whether these delays are attributable to the Client (approval of documents, availability for meetings, etc.), to Respondents (availability for interviews, etc.) or arise from force majeure.*

#### **4.7. Compliance with the sample size**

*The sample sizes stated are estimates only, and a deviation of up to 10% is considered acceptable. No cost adjustment shall be made where the deviation from the expected sample size does not exceed 10%.*

*In the specific context of focus groups, INCIDENCE undertakes to recruit a certain number of participants. The Company cannot be held liable if the number of participants is lower than expected. The focus group is considered valid even with a lower number of participants.*

*INCIDENCE has an obligation to use its best efforts to recruit Respondents, but no obligation to achieve a specific result. The Company undertakes to do its utmost, as set out in the proposal, to survey the target group, but cannot be held liable should this prove unsuccessful. Consequently, no claim may be brought against INCIDENCE.*

### **5. PRICES AND TERMS**

#### **5.1. Currency and costs**

*Unless otherwise stated, all amounts are in euros, exclusive of VAT and exclusive of bank charges. Any agency fees are not included in the proposal.*

#### **5.2. Invoicing terms**

*The invoicing terms are as follows: 60% of the amount upon commissioning of the Assignment and the balance upon delivery of the report.*

*An advance payment of at least 40% is required prior to the delivery of results in the following cases:*

- The Client is based outside Belgium*
- This is the first collaboration between INCIDENCE and this Client*

#### **5.3. Payment Terms**

*Any invoice against which no objection has been raised by registered letter within eight (8) days of the invoice date shall be deemed to have been accepted by the Client.*

*Invoices are payable net, without discount, within 30 calendar days of the invoice date.*

*In the event of non-payment of the invoice within the time limits specified above, default interest of 1% per month or part thereof shall be payable from the due date, by operation of law and without prior notice of default, as well as a penalty clause of 10% per annum on the total invoice amount, with a minimum of EUR 50.00.*

## **6. TERMINATION OF THE ASSIGNMENT**

### **6.1. Force Majeure**

*Neither party shall be liable to the other for non-performance or delays in performance resulting from the occurrence of a force majeure event as commonly recognised in case law (labour dispute, fire, war, etc.). Any force majeure event occurring after the conclusion of the agreement must be notified to the other party immediately and in writing, both when it arises and when it ends. The occurrence of such a circumstance releases both parties from any liability.*

### **6.2. Unilateral termination by the Client**

*After written acceptance of the proposal by email or letter, and in the event of termination of the Assignment at the Client's request, the Client undertakes to cover all the Company's costs and to compensate the Company for an amount of at least 65% of the total value of the Assignment. These termination costs apply in the event of receipt of a written notice from the Client, or in the absence of a response to the Company's attempts to contact the Client for a period exceeding 30 days.*

## **7. NON-SOLICITATION OF STAFF**

*The Client and the Company undertake not to solicit or hire any staff who have worked on the Assignment for the entire duration of the Assignment and for a period of two (2) years following its completion.*

## **8. REFERENCES**

*Unless otherwise agreed, the Company may cite the Client as a commercial reference, both on its website and in quotations.*

*If the title or subject of the Assignment is to be published, INCIDENCE shall seek the Client's prior consent.*

## **9. DISPUTES**

*In the event of a dispute, and if an amicable solution proves impossible, the Enterprise Court of Walloon Brabant, Nivelles Division, shall have jurisdiction.*

*These General Terms and Conditions and agreements are governed by Belgian law.*

## **Appendix 1 – Protection of personal data**

### **1. Subject matter**

*INCIDENCE processes personal data (“Data”) on behalf of its Clients in the course of providing its services, namely conducting surveys.*

*In doing so, INCIDENCE acts as a data processor for its Clients. This Appendix forms part of the General Terms and Conditions and governs this data processing.*

*The Client is the Data Controller for all processing entrusted to INCIDENCE. For further information on such processing, reference should be made to the Client’s own privacy policy.*

*The purpose of this Appendix is to describe the data processing operations carried out by INCIDENCE on behalf of its Clients and to define the respective rights and obligations of the parties in relation to data processing within the framework of their collaboration.*

*Both parties undertake to comply with the applicable data protection legislation, in particular the General Data Protection Regulation (“GDPR”) and the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.*

### **2. Definitions**

*Unless otherwise specified, the terms and expressions used in this Appendix have the meaning given to them in the GDPR.*

### **3. Purposes of data processing**

*The purposes and means of the processing are determined by the Client. INCIDENCE undertakes to process the data only to the extent necessary for the performance of the General Terms and Conditions and strictly in accordance with the Client’s instructions, unless otherwise required by law.*

*The processing activities carried out may include: collection, recording, organisation, structuring, storage, consultation and use.*

*The purposes of the data processing entrusted to INCIDENCE by the Client include:*

- Conducting surveys and opinion polls.*
- Organising competitions.*
- Inviting participation in focus groups or interviews.*

*If INCIDENCE, in breach of this Agreement, determines the purposes and means of any processing activity, it shall be deemed to act as a Data Controller for that activity.*

### **4. Types of personal data and categories of data subjects**

*INCIDENCE processes, on behalf of the Client, the data necessary for the provision of the contracted services. Data collected in the context of surveys and opinion polls is, in principle, anonymised.*

*The types of personal data processed may include:*

- Personal identification data (surname, first name, region, postcode, etc.).*
- Electronic identification data (email address).*
- Demographic data (age, gender, etc.).*
- Educational background and qualifications (level of education/qualification, driving licence, etc.).*
- Professional activities (occupation, etc.).*
- Salary information (income, etc.).*
- Lifestyle information (type of home...).*
- Household or family information (family composition, number of children, children’s ages, etc.).*

- Information relating to the product or service in question.
- Satisfaction-related questions (regarding the relationship with the supplier...).
- General perception questions (regarding a city, family situation, personal experiences (e.g. sexual abuse...)).
- Sensitive data collected for specific studies/surveys (e.g. disability).
- Assessment of salespeople, their behaviour or specific situations experienced by Respondents.
- People's brand knowledge and perception, relationship with brands
- People's perceptions of prices for consumer goods, criteria for choosing consumer goods
- Information about travel habits and behavioural patterns.
- Sector, size, relationships with social services or banks
- Any other information required for the specific research/survey

The data subjects concerned are the Respondents participating in surveys or polls.

## 5. Rights and obligations of the data controller

The Client is **responsible** for ensuring that the processing of personal data complies with the GDPR (Article 24 GDPR) and with the applicable EU and Member State data protection laws.

The Client determines the purposes and means of the processing of Personal Data and must ensure that the processing carried out by INCIDENCE is based on a valid legal basis.

The Client **may issue additional documented instructions at any time** during the **term of the Service Agreement**. All such instructions must be documented.

## 6. Rights and obligations of the processor

INCIDENCE undertakes to:

- Process only the personal data that is **strictly necessary, adequate and relevant** for the proper performance of the services to be carried out on behalf of the Client or for compliance with legal obligations.
- Verify the accuracy of the personal data and update, supplement, correct and erase it, including at the Client's request.
- Assist and cooperate with** the Client in responding to **requests** from the competent authorities or data subjects to comply with the obligations laid down in the applicable laws and regulations on the protection of personal data. INCIDENCE shall immediately notify the Client of any such requests from data subjects and/or the competent authorities and shall not act on them without the Client's consent.
- Assist the Client** in carrying out **Data Protection Impact Assessments** and prior consultation with supervisory authorities (Articles 35 and 36 GDPR).
- Assist and cooperate with the Client** in the event of **a personal data breach**, in accordance with the provisions of Clause 9 below.
- Maintain a **record of processing activities** carried out on behalf of the Client, in accordance with Article 30(2) GDPR.
- Make available all information necessary** to demonstrate compliance with the GDPR and facilitate audits or inspections by the Client or its appointed auditor, in accordance with Article 28(3)(h) of the GDPR. INCIDENCE undertakes to grant the Client access to its premises, provided that at least ten (10) days' notice is given.
- Ensure the confidentiality of all personal data** processed in the course of the activities, guarantee absolute confidentiality with regard to such data, and require all authorised persons (employees, sub-processors, etc.) to comply with this confidentiality.
- Ensure that **access to personal data** is restricted to staff strictly necessary for the performance of the processing.
- Raise staff awareness** of personal data protection.
- Comply with the GDPR principles **of Privacy by Design** and **Privacy by Default**.

l) Appoint a **Data Protection Officer** where required under Article 37 GDPR. INCIDENCE's Data Protection Officer is GDPR AGENCY SRL (contact: 6, Chemin du Cyclotron – 1348 Louvain-la-Neuve or dpo@incidence.be). INCIDENCE undertakes to notify them of any changes within 24 hours.

INCIDENCE **undertakes to act solely on the basis of documented instructions from the Client** and to take appropriate measures to ensure that no person under its authority processes the Data except on the basis of such instructions, unless required by EU or Member State law; as well as to process personal data solely for the **specific purpose(s)** of the data processing, as defined in these General Terms and Conditions.

INCIDENCE shall immediately notify the Client if it considers that an instruction breaches the General Data Protection Regulation.

All instructions, guidelines, correspondence, technical data, protocols, access codes, diagrams, plans, standards, etc. provided to INCIDENCE by the Client in the context of the performance of the Data Processing constitute **Documented Instructions**.

The **Documented Instructions are confidential** and constitute a Trade Secret of the Client. As such, they are treated in the same way as any form of confidential information that may be described in the Contract or in an existing or future non-disclosure agreement (NDA).

INCIDENCE undertakes to record these Documented Instructions internally and notify the Client promptly of any discrepancies or incompatibility of the Documented Instructions with the purposes, other documented instructions or the GDPR.

In the event of a clear incompatibility, INCIDENCE shall suspend processing and await new Documented Instructions.

**If, under EU or Member State law, INCIDENCE is legally required to process Data in a manner not foreseen by the Client's instructions or not provided for therein, it undertakes to inform the Client of this legal obligation prior to the Data Processing**, unless prohibited by law for reasons of public interest.

Where **sensitive data** (personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, as well as genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions and offences) is processed, INCIDENCE shall apply specific restrictions and additional safeguards.

## 7. Sub-processors

The Client grants INCIDENCE general authorisation to engage Sub-processors for certain processing activities necessary for the provision of services performed on behalf of the Client and described in the order form signed by the Client.

INCIDENCE shall provide the Client with a list of its Sub-processors, stating their identity and main contact details. INCIDENCE undertakes to notify the Client proactively, in writing and in a fully transparent manner of any changes to this list, at least thirty (30) days in advance, allowing the Client sufficient time to object to these changes prior to the engagement of the Sub-processor(s).

INCIDENCE must:

- a) Ensure that the Sub-processors provide adequate guarantees regarding data protection and GDPR compliance.
- b) Ensure that Sub-processors comply with the provisions of this agreement.

INCIDENCE guarantees that its Sub-processors will comply with the Regulation and this agreement.

INCIDENCE shall ensure that Sub-processors are bound by data protection obligations at least equivalent to those imposed on the Company under this Appendix, in particular by providing sufficient guarantees regarding the implementation of appropriate technical and organisational measures to ensure that the processing complies with the requirements of the GDPR. Where a Sub-processor fails to meet its data protection obligations, INCIDENCE **shall remain fully liable** to the Client for the Sub-processor's compliance.

## **8. Location of processing and transfer**

Any transfer of personal data to third countries by INCIDENCE must be carried out in accordance with Chapter V of the GDPR. Where transfers to third countries or international organisations other than those expressly instructed by the Client are required under EU or Member State law to which INCIDENCE is subject, INCIDENCE shall inform the Client of this legal requirement before carrying out the processing, unless such legislation prohibits disclosure for reasons of important public interest.

The survey server is hosted by OVH, whose head office is located in France.

## **9. Personal data breaches**

In the event of a personal data breach or an incident that may compromise the security of personal data:

- a) INCIDENCE shall notify the Client immediately, and in any event within 24 hours of becoming aware of a personal data breach, by email to the contact address provided by the Client. The notification shall describe, at a minimum, the nature of the breach, including, where possible, the categories and estimated number of data subjects affected, the categories and estimated number of personal data records concerned, and the likely consequences of the breach.
- b) In cooperation with the Client, INCIDENCE shall, immediately and in any event without undue delay, take all necessary measures to minimise any risk to data subjects, to remedy the breach and to mitigate any adverse effects.

The Data Processor undertakes to maintain a register of all personal data breaches relating to the personal data covered by this agreement, including the relevant circumstances, consequences and remedial measures taken. This register shall be made available to the Client upon request.

## **10. Security measures**

Taking into account the state of the art, INCIDENCE shall implement all appropriate technical and organisational measures to protect the personal data and to maintain its security – including protection against negligent, improper, unauthorised or unlawful use or processing, and against loss, destruction or damage – and to safeguard the confidentiality and integrity of the Personal Data.

## **11. Duration of the processing of personal data**

The personal data will be retained by INCIDENCE in its systems for a period of one (1) year from the completion of the Assignment, unless the Client instructs otherwise through Documented Instructions.

The Client, as Data Controller, determines the retention period applicable to the Data on its own systems, in accordance with the relevant regulations. The Client's Privacy Policy should be consulted for further details on these retention periods.

It is therefore the Client's responsibility to take all necessary measures to retain the data provided to it by INCIDENCE during the provision of the service.

*At the end of this one (1) year period, INCIDENCE shall delete all copies of the relevant Personal Data, whether stored electronically or on paper, from its systems, files or any other location or device on which they are held, without prejudice to any Personal Data that must be maintained under applicable legislation. In such cases, the data will be retained only for the period required by law.*

*To this end, INCIDENCE shall confirm in writing to the Client that the deleting activities referred to in this clause have been carried out, specifying any Personal Data retained due to legal obligations.*

## **12. Miscellaneous provisions**

*In the event of any conflict between the General Terms and Conditions and this Appendix, the provisions of this Appendix shall prevail.*

*The invalidity of any provision of this agreement or any part thereof shall not affect the validity or enforceability of the remaining provisions or of the remainder of the provision concerned. If one or more provisions are found to be invalid, the Parties shall negotiate in good faith to replace the invalid provision with an equivalent provision that reflects its original intent. If the Parties fail to reach agreement, the competent court may amend the invalid provision to the extent permitted by law.*

*Any deviations from, amendments to or additions to the agreement shall only be valid and binding if accepted by both Parties, unless otherwise provided for in these General Terms and Conditions.*