



General Terms and Conditions

IfaD GmbH – Institute for Applied Data Analysis

These terms and conditions apply to offers issued on or after 2 February 2026

§ 1 General Information

1.1 All references to “the Institute” refer to IfaD GmbH – Institute for Applied Data Analysis, an institute registered in Germany with commercial register number HRB 24590 and office address Hammerbrookstr 47b, 20097 Hamburg, Germany.

1.2 The Client is any counterparty that commissions a market research project or makes use of a service provided by IfaD GmbH – Institute for Applied Data Analysis.

1.3 The subject matter of the services comprises technical and statistical services for marketing and market research. This includes data collection, the programming and hosting of electronic questionnaire forms, the tabular and graphical processing of data, and the design and implementation of statistical analysis concepts. Furthermore, IfaD develops and distributes suitable software for this purpose.

§ 2 General Principles Governing the Provision of Services

2.1 The Institute provides its services in the form of consultancy services in accordance with the recognised rules of the market and social research profession, to the best of its commercial knowledge and belief; however, it does not guarantee a specific outcome. The Institute supports the client with its services but does not make decisions itself. The Institute shall in no event be liable for the failure of third parties to provide data or services, or for business decisions in connection with the services provided by the Institute, which are caused by or arise from factors or causes beyond the Institute’s control.

2.2 Unless otherwise agreed in writing between the Institute and the Client, these General Terms and Conditions constitute the general terms and conditions governing the contractual relationship between IfaD GmbH – Institute for Applied Data Analysis and the Client. The application of the Client’s General Terms and Conditions is excluded insofar as they deviate from or contradict these General Terms and Conditions, unless they are expressly agreed with the Institute as special conditions. In the event of a conflict between these General Terms and Conditions and the terms contained in an offer, these terms shall take precedence, unless the

contrary is expressly stated in the relevant offer, which is confirmed by the parties in the offer document.

§ 3 Offer, Proposal, Project Execution

3.1 The Institute shall generally submit an offer to the Client in the form of a proposal, setting out the scope of work, the services to be provided to fulfil it, the time required for the service, and the fee to be paid.

3.2 The Client receives the proposal solely for the purpose of deciding whether to award the contract for the goods offered. The proposal and its contents are deemed confidential information and may not be disclosed to third parties without the Institute's prior written consent.

3.3 If the Client intends to use the Services or Deliverables for a specific purpose that is not apparent from the project brief or the agreed scope of work, the Client shall inform the Institute of such purpose in writing. The Institute may request clarification where the intended purpose is not evident from the instructions provided by the Client.

3.4 The Institute cannot grant exclusivity for specific product areas, deliverables or research methods, unless this is expressly agreed. Where exclusivity is agreed, its duration and any additional fee to be charged shall be specified.

3.5 Subject to payment of the agreed project fee by the Client, the Client shall receive the agreed deliverables (in particular the reports, research data and raw data lists produced for the project) in paper or digital form exclusively for its own use. The Institute hereby transfers all intellectual property rights to the deliverables that may be transferred to the Client, including any future copyrights, where applicable. Unless otherwise agreed, the Client may publish the content in whole or in part or pass it on to third parties. For this purpose, the agreed deliverables may also be reproduced, printed or stored, processed or distributed in information and documentation systems of any kind. The naming of the Institute as the institute carrying out or responsible for the analysis or investigation requires the prior written consent of the Institute.

For the avoidance of any doubt, all concepts, methodologies, algorithms, scripts, online panels, software and other technical or organisational resources developed by the Institute itself or used by the Institute within the scope of a project on the basis of its own or third-party rights of use or licence remain exclusively outside the Client's right of disposal and use.

The Client shall acquire no ownership, usage or other rights in respect thereof, and the Institute shall not be obliged to disclose, transfer or share these, in whole or in part, with the Client or with third parties. However, a transfer of the Institute's intellectual property referred to above may be the subject of a separate agreement between the parties.

3.6 Unless otherwise agreed in writing in the tender documentation, the deliverables shall be made available exclusively for the Client's unrestricted internal and external use. The client shall indemnify the Institute against all claims asserted against the company because the client has used the duly obtained deliverables unlawfully, whether intentionally or negligently (e.g. by advertising with them unlawfully and/or incorrectly).

3.7 The Client acknowledges that, in the event that they need to use or access proprietary materials of the Institute or an institute affiliated with the Institute (e.g. in the case of accessing a dashboard in proprietary software of the Institute), all intellectual property rights in such materials are vested in and shall remain with the Institute. The Institute hereby grants the Client only a limited licence to use the Institute's property for the period and for the purposes specified in the offer. Unless expressly agreed by the parties in a separate contract, this Agreement does not grant the Client any rights to patents, copyrights, database rights, trade secrets, trade names, trademarks (registered or unregistered) or any other rights or licences in respect of such intellectual property owned by the Institute or its affiliated institute.

3.8 Notwithstanding the foregoing provisions and unless expressly provided otherwise in the offer, the Institute may:

a) during and after the term of the contract, use the Client's name and logo in its marketing materials, on its website and in references. Any other use by the Institute is subject to the Client's prior consent; and

b) retain all know-how acquired in connection with the Services, and the Client acknowledges that no provision of this Agreement shall prejudice the Institute's right to use, at its sole discretion, any general knowledge or data collected by the Institute in the course of its activities.

3.9 For the avoidance of doubt, the Institute shall not be liable under or in connection with this Agreement for any alterations, modifications or additions to the deliverables made by the Client or a third party on the Client's behalf, nor for any errors, mistakes, destruction or other impairments to the quality and/or

quantity of the deliverables attributable to acts or omissions of the Client and/or its employees.

3.10 The Institute shall not carry out any substantive, legal or editorial review of the materials, data, content or specifications provided by the Client. In particular, the Institute shall not verify these for accuracy, completeness, legality or compliance with statutory provisions or the rights of third parties. Responsibility for this lies exclusively with the Client.

3.11 Notwithstanding the foregoing provisions, the Institute reserves the right to refuse or suspend the execution of a project in whole or in part if the materials, content or instructions provided by the Client manifestly contravene statutory provisions, official orders, public decency or recognised principles of market and social research. Further rights of the Institute remain unaffected.

3.12 Where the Institute makes software, analysis tools, platforms or digital solutions available to the Client for use – in particular under licence, Software-as-a-Service (SaaS) or hosting models – either as part of a project or independently thereof, this shall be done exclusively on the basis of a separate licence, usage or SaaS agreement. The scope of functions, user restrictions, availability, maintenance windows, support services, fees, term and termination shall be governed exclusively by the applicable separate agreement. In the event of any conflict, these separate agreements shall take precedence over these General Terms and Conditions. In all other respects, these General Terms and Conditions shall apply in addition.

3.13 Public statements, service descriptions, functional representations or other information on websites, in marketing materials or in other public communications by the Institute do not constitute an agreement as to quality, unless they have expressly and in writing become part of an offer or a separate agreement.

§ 4 Remuneration, Cancellations, Project Postponements

4.1 The fee stated in the offer generally covers all services offered by the Institute in connection with the execution of the project described in the offer.

Subject to the further provisions in 4.5, the Institute is entitled to an additional fee for additional services or changes requested by the Client after acceptance of the offer. Any change to the services agreed in the offer by the Client must be agreed in writing by the parties. An email shall be deemed sufficient.

4.2 Additional costs for which the Institute is not responsible, and additional costs which could not have been foreseen by the Institute at the time the order was placed despite exercising due care, may be invoiced separately by the Institute if they are based on an objectively justified reason and are clearly identifiable and sufficiently specified for the Client. This also applies if the Client is not responsible for these costs.

4.3 In the event of cancellation of a commissioned project by the Client, the following cancellation fees apply for preparatory work already carried out, reserved resources and potential lost business. All amounts quoted are net, plus statutory VAT:

- Cancellation 45 calendar days or more before the planned start of the project: A cancellation fee of 50% of the total project price stated in the offer shall apply.
- Cancellation between 44 and 20 calendar days before the planned start of the project: A cancellation fee of 75% of the total project price stated in the offer shall apply.
- Cancellation 19 calendar days or less before the planned start of the project: A cancellation fee of 100% of the total project price stated in the offer shall apply.

4.4 Project postponements initiated by the Institute for urgent operational reasons (e.g. staff shortages, force majeure, reallocation of critical resources) are exempt from these provisions. In such cases, the Client shall be informed promptly and a new project period shall be agreed upon by mutual consent.

Projects with a defined schedule: If a specific project start date or timeframe is stated in the offer, the project must be carried out within this timeframe. Project postponements at the Client's request are only possible within reasonable limits and with the written consent of both parties. Any postponement may not exceed a maximum of six (6) months from the originally planned project start date.

- Projects without a defined timetable: If no specific project start date was specified in the offer, the project must be carried out within six (6) months of the date of commissioning at the latest. This also applies to postponements initiated by the client.
- Extended project postponements by the client: If a project is postponed by more than six (6) months from the date of commissioning at the client's request, the Institute may, at its own discretion, charge a surcharge of up to 25% of the originally agreed project price. This surcharge is intended to cover

administrative costs, the reallocation of resources and potential opportunity costs. Payment of the surcharge is a prerequisite for the resumption of the project at the newly agreed date.

- Long-term project postponements: In the event of a project postponement of more than twelve (12) months, the Institute reserves the right to adjust the originally agreed prices in light of any market or cost-related changes that have occurred in the meantime.
- These provisions apply exclusively to project postponements made at the Client's request.

Client's right to prove lesser loss: The Client is entitled to prove that the Institute has incurred no loss, or a loss substantially less than that covered by the applicable postponement fees. In this case, the Institute will consider an appropriate reduction in the relevant fees.

4.5 Changes to the scope of the contract after conclusion of the agreement require an express agreement between the parties, and the Institute is entitled to charge the Client a change fee. Furthermore, in the event of a change to the project specifications, the Institute reserves the right to reassess this offer in terms of feasibility and price.

4.6 Unless otherwise stated in the offer, the fees payable by the Client to the Institute shall be invoiced upon completion of a project or service, as agreed. The Client is obliged to pay within fourteen (14) days of receiving the invoice. Upon expiry of the fourteen (14) days, the invoice shall be deemed overdue and the Institute shall be entitled to charge interest on arrears at the statutory rate in accordance with Section 288 of the German Civil Code (BGB). The Client shall be liable for all costs (including reasonable legal fees) incurred in the recovery of overdue amounts.

4.7 Depending on the nature and specific features of the project, the parties may agree on different billing arrangements (e.g. they may agree to issue the invoice in two parts: 30% upon commissioning and 70% upon completion of the project). The specific billing arrangements are to be agreed in the offer document.

4.8 All prices and invoices are denominated in EUR. For clients in Switzerland, however, prices are quoted in CHF. Any deviation shall be expressly agreed between the parties in the offer document.

4.9 All prices are exclusive of statutory VAT.

4.10 Recurring fees and hourly rates shall be adjusted annually for inflation, based on the Harmonised Index of Consumer Prices for the Eurozone (<https://ec.europa.eu/eurostat>) or its logical successor, as published by Eurostat as a composite index. This adjustment shall be made no earlier than 12 months after the signing of the offer.

4.11 The Institute is entitled to provide services in the form of self-contained partial services, provided this is reasonable for the Client. The Institute is entitled to issue corresponding partial invoices for partial services rendered. Partial invoices are due and payable in accordance with § 4.6.

4.12 The Client is entitled to set off only such counterclaims which are undisputed, recognised by the Institute or have been established by a final and binding court decision. The Client is authorised to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

§ 5 Rights, Confidentiality, Retention, Return and Destruction of Project Documents

5.1 The Institute reserves all rights to which it is entitled under European and German copyright laws. The Institute's know-how, methodology and questionnaires remain the property of the Institute and may not be used, copied or disclosed by the Client. The anonymity of the respondents or participants must not be compromised by such an agreement. The Client's copyright in the documents created by the Client remains unaffected.

5.2 The Client has the right to inspect/audit the Institute's performance in the provision of market research services, with all associated audit costs to be borne by the Client. Audits shall be conducted during normal business hours with reasonable notice, and the Institute is obliged to assist and grant access to relevant documents. The audit procedure should be conducted in such a way as to cause the least possible disruption to the Institute's business operations, with both parties ensuring the confidentiality of the audit results. Any deficiencies identified shall be rectified by the Institute. The frequency of audits shall be determined by mutual agreement. During the audit, the Institute is obliged to maintain the anonymity of the respondents or participants.

5.3 The Institute is obliged to retain survey documentation for a period of one year and survey data for a period of two years following the submission of the survey report, unless otherwise expressly agreed. In particular, with regard to personal data, the retention of such personal data shall be subject to the data retention



policies established by the Institute in accordance with applicable data protection laws and regulations.

5.4 All information provided by one party to the other in connection with these terms and conditions may only be used for the purposes set out in these terms and conditions. Each Party shall keep confidential and treat as confidential all information received from the other Party that is either designated as confidential or may reasonably be regarded as confidential, and shall only disclose such information to its employees, agents or subcontractors where necessary for the fulfilment of the Party's obligations under these Terms or where required by law. The confidentiality obligations under this clause shall remain in force indefinitely. Confidential information shall not include information which:

(i) becomes generally available to the public, unless it is the result of a breach of these terms by the disclosing party;

(ii) is in the possession of the receiving party prior to disclosure by the disclosing party, provided that the receiving party did not obtain the information from a third party who is bound by a duty of confidentiality to the disclosing party; and/or

(iii) is developed or created by the receiving party independently of the confidential information disclosed by the disclosing party.

The receiving party agrees that the confidential information shall be used solely in connection with the performance of or compliance with these terms and conditions and that it shall not disclose the confidential information to any third party without the prior written consent of the disclosing party. Notwithstanding the foregoing, the receiving party may disclose confidential information to its employees and/or agents on a 'need-to-know' basis in connection with the performance of or compliance with these terms, provided that the receiving party informs such employees and/or agents of the confidentiality obligations contained herein. The receiving party shall be liable for any breach of these terms by its employees and agents.

5.5 The Institute acknowledges that ownership of the materials provided by the Client and ownership of all intellectual property rights in the materials provided by the Client (including any modifications or adaptations of such Client materials created in the course of providing the Services) shall remain with the Client or its licensors. The Client hereby grants the Institute a non-exclusive licence to use the Client's materials solely for the purposes of providing the Services.

5.6 Notwithstanding the retention obligations under Clause 5.3, the Institute shall retain project documents provided by the Client or created in the course of a project, in particular paper-based survey documents, questionnaires, original receipts and other data carriers, after completion of the relevant project solely for the purposes of contract performance, quality assurance or legal verification.

Unless otherwise specified in the offer or in a separate agreement, the documents shall be retained for a maximum period of sixty (60) calendar days following the completion of the project.

Upon expiry of this period, the documents shall, at the Institute's discretion, either

a) be returned to the Client upon the Client's written request, subject to reimbursement of the costs incurred thereby, or

b) be destroyed in a manner compliant with data protection regulations and in a professional manner, subject to reimbursement of the costs incurred thereby,

unless otherwise stipulated in the offer or in a separate agreement.

5.7 Notwithstanding § 5.6, the parties may agree in writing that project documents, including paper-based questionnaires containing personal data, shall be retained for a defined longer period.

In this case, storage shall take place

a) exclusively under appropriate technical and organisational security measures, in particular through access restrictions and secure storage,

b) exclusively for the agreed purposes, and

c) in return for a separately agreed fee.

Upon expiry of the agreed retention period, the documents shall – unless expressly agreed otherwise – either be returned to the client or destroyed in accordance with data protection regulations.

Where personal data is concerned, storage shall take place in accordance with the provisions of § 6 of these General Terms and Conditions.

§ 6 Data Protection

6.1 The parties undertake to comply with European and local data protection laws applicable in the Federal Republic of Germany, in particular the General Data Protection Regulation (GDPR), the Federal Data Protection Act and the Telemedia Act. The parties shall at all times make commercially reasonable efforts to protect the confidentiality and integrity of all personal data processed within the scope of a project and, in any event, apply the level of protection that applies to their own confidential information.

6.2. Insofar as the Institute acts as a data processor (or sub-processor) on behalf of the Client, it must process all personal data transferred within the scope of the specific project in accordance with applicable legislation, including but not limited to Articles 28 and 32 of the General Data Protection Regulation (GDPR), as well as all specific requirements regarding: (a) the implementation of appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the pseudonymisation and encryption of personal data, as well as the measures referred to in Article 32(1) of the GDPR, (b) the immediate notification of the Customer in the event of a data breach, ensuring that access is strictly limited in all cases to those persons who need to know or access the personal data in question, insofar as this is strictly necessary for the purposes of this Agreement, and ensuring that all such persons are subject to a duty of confidentiality, (c) the obligation not to transfer personal data outside the EEA without the Client's prior written consent, (d) the obligation to assist the Client in fulfilling all applicable rights of data subjects under the GDPR, and (e) the obligation to return or delete all personal data upon completion of a specific project. Where the Institute engages a third party for the purposes of sub-processing, the Institute shall ensure to the Client, and shall remain liable to the Client, that such third party complies with applicable data protection laws and the terms of this Agreement when processing the data of respondents.

6.3 In the event that a project also involves the recruitment of individuals, including but not limited to the recruitment of participants from the Institute's partners' panel database, all contact information or other personal data (including, but not limited to, video recordings of focus groups) of panel members disclosed to the Client may only be used for the specific purpose of that specific project and shall be retained for no longer than 6 months.

Should the Client retain or use such data in breach of this clause, the Client shall be liable and obliged to pay the Institute a contractual penalty of ten thousand euros (€10,000) for each breach (i.e. for each panel member whose personal data is used

in breach of these clauses), in addition to all other relevant rights or claims for compensation for direct and indirect damages that the Institute may incur as a result of the breach in question.

6.4 The Client warrants that under no circumstances will it attempt, either directly or through third parties, to obtain personal data of panel members in the course of conducting surveys, unless such data is collected for the purposes of a project as part of the completion of a questionnaire. The Client further warrants that, if a project involves the distribution of a questionnaire designed and programmed by the Client and, within that questionnaire, the tracking of panel members' information through the use of cookies or other tracking technologies or the collection of special categories of data, the Client must inform the Institute of such collection and incorporate appropriate and necessary consent mechanisms into the questionnaire.

6.5 Insofar as the Institute provides the Client with storage or hosting capacities as part of software or platform solutions, all data and content stored by the Client shall remain the sole property of the Client. Any use or disclosure by the Institute shall take place exclusively within the scope of the contractually agreed services and in compliance with data protection regulations.

6.6 Insofar as a separate agreement on data processing has been concluded between the parties in accordance with Article 28 of the GDPR, this agreement shall take precedence over the provisions of these General Terms and Conditions in the event of any contradictions. In all other respects, the General Terms and Conditions shall apply in addition, provided they do not conflict with the data processing agreement.

§ 7 Warranty, Indemnification by the Client, Limitation of Liability

7.1 The Institute's warranty and liability shall be governed by the statutory provisions, unless otherwise specified below. If, in the event of a delay in delivery, the Client does not wish to assert rights based on the claim that the partial service provided is no longer of interest to them due to the Institute's intent or gross negligence, they must demonstrate this loss of interest in a credible manner.

7.2 Unforeseeable, atypical damages and damages attributable to the Client's sphere of control and risk shall not be reimbursed to the Client in the event of either delay or poor performance, provided the Client is a trader within the meaning of the German Commercial Code (HGB).



7.3 The Institute does not guarantee that the results of the research, survey, focus group or other deliverables will meet the Client's expectations or that the required sample size will be achieved if the offer refers to possible difficulties in recruitment.

7.4 Each party undertakes to indemnify the other party and its directors, officers, employees and subcontractors against all claims brought against them for damages arising from:

(i) the distribution, sale or use of products or services supplied by the Client or its agents for the purposes of a project provided for in these Terms and Conditions, as well as all costs and expenses (including reasonable legal fees) and claims that may be brought against the Institute, its officers, agents, employees and subcontractors in respect of such damages;

(ii) gross negligence or wilful acts or omissions on the part of the Client, its officers, agents, employees and subcontractors; and/or

(iii) a breach by the Party of any representations or undertakings under these Terms, unless such a claim arises from or is caused by gross negligence or wilful acts or omissions of the other Party.

7.5 Except for a breach of a party's duty of confidentiality or a party's indemnity obligations and the Client's obligations under Clause 6, neither party shall be liable to the other for any indirect, special, incidental or consequential damages, including loss of profits or loss of revenue, arising out of these Terms and Conditions.

7.6 Except for a breach of a party's duty of confidentiality or indemnity obligations, or for injury to life, limb or health, or the Client's obligations under Clause 6, the Institute's liability arising out of or in connection with these Terms shall, to the extent permitted by law, not exceed the amount paid under these Terms during the one (1) year immediately preceding the event giving rise to the claim.

7.7 The Client warrants that the Client's Materials do not and will not infringe any third-party intellectual property rights when used in accordance with the offer and the Client's written instructions.

7.8 The Institute for Applied Analytics (hereinafter referred to as the "Institute"), to the extent permitted by applicable law, shall not be liable for errors, delays or damage caused by its subcontractors (hereinafter referred to as "Subcontractors"), unless such errors or damage are directly attributable to gross negligence or wilful misconduct on the part of the Institute.

7.9 The Institute is entitled to select and engage subcontractors at its own discretion.

7.10 The Client acknowledges that the Institute is not responsible for the direct supervision or control of the subcontractors. The Client is, however, entitled to notify the Institute in writing without delay of any justified concerns regarding the performance of the subcontractors.

7.11 Insofar as the Client suffers damage due to loss of data, the Institute shall only be liable for this if the Client proves that it has backed up its data at reasonable intervals and in a suitable form, such that the data can be reconstructed with reasonable effort. Any further liability is excluded to the extent permitted by law.

§ 8 Default

8.1 If the test reports/test results are not delivered on time, or if test material is damaged or lost, the Client may set the Institute a reasonable deadline for performance or rectification. In all other respects, the statutory provisions shall apply.

8.2 The Institute shall not be liable for the consequences of a delayed delivery or of the loss or damage to test material, insofar as the delay, loss or damage is attributable to circumstances which

a) lie outside the Institute's operational sphere, in particular within the sphere of the Client, and have not been caused by the Institute through its own fault; or

b) although they lie within the Institute's sphere of control, are not attributable to the Institute, in particular in the event of disruptions to operations due to force majeure, government intervention or industrial action.

8.3 The Client's right to withdraw from the contract in accordance with the statutory provisions remains unaffected.

§ 9 Miscellaneous

9.1 With regard to material provided by the Client itself, the Client shall be solely responsible and liable for the content of the survey and the lawful use and disclosure of material (including, but not limited to, images and logos) that is incorporated into the commissioned market research project. The Client agrees that all survey content shall comply with international codes of conduct for market, opinion and social research and all applicable international, national and local laws

and regulations, shall contain correct translations, shall not contain any inappropriate or offensive wording, and shall be complete, accurate and verified. The Client shall be solely liable for any breach of these clauses and shall indemnify the Institute and its subsidiaries against all claims or actions brought by third parties in connection with the lawful use of the aforementioned content and the infringement of intellectual property rights in such content.

9.2 The Institute reserves the right to collaborate with a partner where necessary. The Institute shall use its best commercial efforts to ensure that the quality of the services provided by these partners essentially corresponds to the quality that the Institute would normally provide, and otherwise complies with the provisions of these terms and conditions.

9.3 Each party undertakes, during the term of the project described in this offer and for the twelve months following it, not to poach, recruit or induce any employees of the other party who are involved in the provision of the services described in this offer (hereinafter referred to as "Employees") to terminate or breach their employment relationship with the other party, or to fail to act in the best interests of the other party to the best of their knowledge and belief. The contracting parties agree that they are not prevented from (i) hiring an employee who approaches the hiring party or its representatives on their own initiative, without having been directly requested or encouraged to do so by the hiring party or its representatives; or (ii) to recruit an employee who responds to a general advertisement in newspapers, at job fairs or through recruitment agencies, provided that such advertisements are not directed at the employees of the other party and that such actions are not regarded as a breach of this provision.

9.4 These terms and conditions are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany, without regard to any principles of conflict of laws that might require the application of the law of another jurisdiction. The courts of the City of Hamburg (Germany) shall have exclusive jurisdiction over any disputes arising out of or in connection with these terms and conditions, including any questions regarding their existence, validity or termination.

9.5 Amendments and additions to this contract must be in writing to be valid. This also applies to any waiver of this clause.

9.6 The requirement for the written form within the meaning of these General Terms and Conditions is also satisfied by fax and email, with the exception of contract terminations.



9.7 Should individual provisions be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by provisions whose economic effect comes as close as possible to that intended by the invalid clause.

9.8 The Institute is and remains an independent contractor. Nothing in these terms and conditions shall be construed as placing the parties in an employer-employee relationship, a joint venture or a principal-agent relationship. Neither party has the authority to bind or commit the other party, and neither party shall purport to have such authority. These terms and conditions are binding on the parties, their successors, permitted assignees and legal successors.

9.9 An offer by the Institute is valid for 30 days unless a different period of validity is specified in the offer.

9.10 If, after the conclusion of the contract, it becomes apparent that the Institute's claim for payment is at risk due to the Client's inability to pay, in particular if insolvency proceedings are applied for or opened in respect of the Client's assets or enforcement measures are initiated, the Institute shall be entitled to suspend further performance until full payment has been made or adequate security has been provided, or to withdraw from the contract. Statutory rights remain unaffected.