

WageIndicator Terms and Conditions

1. Definitions

- 1.1. The capitalized terms used in this Agreement have the following meaning, unless explicitly stated otherwise:
- a) **Affiliate:** any entity which:
 - i) owns or controls;
 - ii) is owned or controlled by; or
 - iii) is under common ownership or control with; a Party to this Agreement;
 - b) **Agreement:** the agreement between WageIndicator and the Client, plus all annexures;
 - c) **Client** the legal entity that has purchased services and/or products from WageIndicator, as indicated in the Agreement;
 - d) **Related Person:** anyone who works or has worked for WageIndicator, including (former) WageIndicator employees, freelancers, counsels, agents, officers, board members, interns, partners, subsidiaries and WageIndicator Affiliates;
 - e) **Services:** the services as specified in Annexure I of the Agreement, as well as any other services agreed upon between WageIndicator and the Client;
 - f) **WageIndicator** WageIndicator Foundation, a foundation established under the laws of the Netherlands, having its principal offices at Mondriaan Tower, 17th floor, Amstelplein 36, 1096 BC in Amsterdam, the Netherlands and registered at the Dutch Chamber of Commerce under number 34196686;
 - g) **WageIndicator IP:** all content, calculations, data, databases, datasets, documents, knowhow, materials, results, software, tools, websites, as well as any other information, design or technology that is either:
 - i) publicly available on WageIndicator's websites; or
 - ii) provided by WageIndicator under this Agreement;with the exception of any material incorporated therein that is provided, owned or controlled directly by the Client.

2. General

- 2.1. These terms and conditions apply to:
- all services and products WageIndicator provides for its clients; and
 - all agreements, offers and quotations for these services and products.
- 2.2. Only these terms and conditions apply to the Agreement. The Parties agree that Client purchasing terms, order terms or any similar documents, regardless of where they are mentioned, do not apply. The Agreement can be changed only explicitly and in writing signed by WageIndicator's legal representative. No Client statement or writing shall affect the Agreement.
- 2.3. WageIndicator offers and quotations are valid for thirty days from the date of issue.
- 2.4. WageIndicator has the right to adapt these terms and conditions from time to time. The new version will apply once WageIndicator has notified the Client.

3. Rights and Obligations of WageIndicator

- 3.1. WageIndicator will use its reasonable efforts to provide the Services to the Client, under the conditions of this Agreement.
- 3.2. Data is collected in line with the terms of this Agreement and WageIndicator's own standards, as developed and improved over time. WageIndicator has a regular assurance of its Living Wage data collection method by an independent certification institute. For more information on WageIndicator's living wages data collection standards, please refer to our FAQ section: <https://wageindicator.org/salary/living-wage/faq-living-wage>.
- 3.3. Data collection for living wages takes place with a standardized survey and through online, face-to-face and offline processes.
- 3.4. WageIndicator consistently works to enlarge the list of countries and regions with a living wage estimate.
- 3.5. WageIndicator uses its reasonable efforts to keep its operations and system (servers, websites, apps, surveys, calculations) up and running, but cannot guarantee that it will always be (fully) available.
- 3.6. If (reliable) data is lacking, WageIndicator is allowed not to publish an estimate for a region or country. This includes regions and countries that previously did have an estimate.
- 3.7. Please note that WageIndicator living wages are estimates. WageIndicator pursues to explain any noteworthy changes in these estimates to the best of its abilities.
- 3.8. Although WageIndicator uses its reasonable efforts to clean, check and benchmark its data, WageIndicator does not guarantee that the information and data provided are comprehensive, complete, accurate or up to date at all times. Using the WageIndicator IP and Services for whichever purpose is at the user's own risk. Neither WageIndicator nor Related Persons can be held responsible for any actions, conclusions, or advice based on the WageIndicator IP.
- 3.9. All data, Services and WageIndicator IP are provided 'as is' and without warranty of any kind, including, without limitation, warranties of fitness for a particular purpose and noninfringement.
- 3.10. WageIndicator IP may include data licensed through third parties, such as the World Bank, IMF and other sources. Use of this data (and this data only) is subject to the respective third party's licensing terms. For more information about these terms, please refer to our data sheets or visit the third party's website directly. Third party data in particular is provided 'as is' and without warranty of any kind, including, without limitation, warranties of fitness for a particular purpose, and warranties of noninfringement.
- 3.11. The Client will inform WageIndicator in case they believe a specific data point is incorrect. If WageIndicator and the Client don't agree whether the data point is correct, WageIndicator will perform a more extensive collection and verification process for that data point for the next release.
- 3.12. As a rule, WageIndicator will update its living wage data each quarter. On the basis of this quarterly overview, the Client may suggest improvements (more countries, more regions, other presentations), which WageIndicator will take into consideration. Improvements may be subject to an increase in the fee depending on the work needed to adjust to the Client's needs. WageIndicator will inform the Client in advance if this is the case.
- 3.13. WageIndicator offers the Client basic support in understanding its data free of charge. WageIndicator also offers tools and guidelines for this on WageIndicator's website and through WageIndicator's publicly accessible webinars, which the Client can access for free. However, when implementation plans, more support, gap analyses or calculations are requested, and hence more attention is needed from WageIndicator staff, a separate contract for technical support will be made.

4. Rights and Obligations of Client, including non-disclosure of data

- 4.1. Subject to the conditions of this Agreement, WageIndicator grants the Client a limited right to use the WageIndicator IP.
- 4.2. The right to use as mentioned in section 4.1 is:
 - a) for internal purposes of the Client only;
 - b) non-exclusive, non-transferrable and non-sublicensable;
 - c) limited to the extent such use is necessary for the purposes for which WageIndicator provides the Service; and

- d) limited to the duration of the Agreement.
- 4.3. Only designated master users are allowed to access the WageIndicator IP provided under the Agreement.
- 4.4. The maximum number of master users is specified in the Agreement. Master users must be directly employed by the Client.
- 4.5. Each master user is permitted to share non-substantial parts of the WageIndicator IP (i.e.: a single data point, or the rates for a single region, as defined by WageIndicator) with other employees, agents or officers within the same legal entity. Additionally, a master user can share non-substantial parts of the WageIndicator IP with internal and external auditors, strictly for internal auditing purposes of the Client. Sharing of these non-substantial parts of WageIndicator IP is on a need-to-know basis only.
- 4.6. The Client is not allowed to use the WageIndicator IP in any other way than explicitly allowed under this section 4.
- 4.7. Any external use of the WageIndicator IP is expressly prohibited. For the avoidance of doubt, this includes but is not limited to selling, sharing, publishing to any party by the Client, their employees, agents, and officers.
- 4.8. In addition to the stipulations in section 8, the Client guarantees that the Client and all Client employees, agents, officers and auditors will keep all WageIndicator IP, strictly confidential. The Client will ensure that all employees, agents, officers and auditors with access to WageIndicator IP are bound by an appropriate confidentiality obligation in this regard.
- 4.9. WageIndicator does not take any responsibility for inadequate use of its living wage estimates, data and/or other WageIndicator IP by the Client.
- 4.10. Should the Client infringe upon any of WageIndicator's intellectual property rights, WageIndicator reserves the right to cancel the Agreement immediately and take further (legal) steps if deemed necessary, without prejudice to any other remedies WageIndicator may be entitled to.
- 4.11. If the Client has purchased a group license (as indicated in the Agreement):
- a) For the duration of the group license, the Client's right to use as provided in this section 4 shall also extend to its Affiliates;
 - b) Sections 2, 3, 4, and 6 up to and including 10 of these Terms and Conditions shall apply by analogy to the relationship between WageIndicator and the Client's Affiliates;
 - c) The Client warrants that it has the authority to bind its Affiliates to the conditions mentioned in this section 4.11 and accepts these conditions on their behalf.
- Any violation of the conditions of the Agreement by a Client Affiliate (or any of their employees, agents, officers and/or auditors) shall be deemed a violation by the Client.
- 4.12. If the Client has purchased a supply chain license (as indicated in the Agreement), for the duration of this supply chain license:
- a) the Client is also permitted to use the WageIndicator IP for a gap analysis of its supply chain partners; and
 - b) the Client's master users are permitted to share with each supply chain partner the data points for the specific regions (as defined by WageIndicator) in which this respective supply chain partner is active.
- Supply chain partners must keep this data strictly confidential and may only use this data for internal, non-commercial purposes. The Client will agree with the supply chain partner that the supply chain partner will comply with provisions of this Agreement. Any unallowed use of the WageIndicator IP by a supply chain partner shall be deemed a violation of this Agreement by the Client.
- 4.13. As an alternative for the supply chain license, the Parties can agree that the Client may introduce subcontractors from their supply chain or network with an interest to buy regional WageIndicator Living Wage data relevant to them. These subcontractors are then treated as third parties with whom a separate contract must be concluded directly with WageIndicator. This contract specifies the region(s) they work in; for each region the subcontractor will pay WageIndicator a fee as agreed in the separate contract. No data may be shared with supply chain partners without an explicit, additional agreement with WageIndicator.
- 4.14. WageIndicator has the right to audit Client compliance with the Agreement. The audit can be performed by WageIndicator itself or an independent third party. The auditing costs will be borne by WageIndicator, unless the audit shows that the Client did not comply with the

Agreement, in which case the costs will be borne by the Client. The Client will also reimburse WageIndicator for any consequences of non-compliance.

5. Financial provisions

- 5.1. The Client will pay WageIndicator the agreed amount, as specified in the Agreement.
- 5.2. For single-year agreements, WageIndicator will invoice the agreed amount once the Agreement is signed.
- 5.3. For multi-year agreements, WageIndicator will send a yearly invoice. The first invoice will be issued upon signing of the agreement, and subsequent invoices will be issued annually on the anniversary of the agreement start date.
- 5.4. Except as agreed otherwise, all invoices are to be paid ultimately within thirty days from the date of invoice.
- 5.5. All amounts are exclusive of VAT as well as any other taxes and government levies, except as expressly provided otherwise.

6. Term and Termination

- 6.1. The Agreement enters into force on the agreed start date. It terminates automatically at the agreed end date.
- 6.2. Renewal of this Agreement will be discussed with the Client three months before the end date. The parties may agree upon a different scope with the renewal.
- 6.3. WageIndicator will deliver the Services on the dates specified in the Agreement. Except as explicitly agreed otherwise, the delivery dates are target dates.
- 6.4. When specific circumstances related to the Client or WageIndicator have changed in such a way that adequate fulfilment of the agreed obligations has become unlikely, WageIndicator may terminate or revise the Agreement.
- 6.5. The Client waves its right to (fully or partially) dissolve the Agreement, both inside and outside of court.
- 6.6. The following sections will outlive the term of this Agreement, and are still valid even after the termination of this Agreement: 4, 8, 9 and 10.

7. Public Relations and visibility

- 7.1. Explicit mention of WageIndicator is obligatory whenever the Client draws on WageIndicator living wage data in publications (including public annual report) issued by and under the responsibility of the Client.
- 7.2. In third party publications where the Client appears as a user of living wages, the Client is to mention it draws on WageIndicator data.
- 7.3. When mentioning WageIndicator, use of the WageIndicator logo is highly appreciated. Please contact us for further information and instructions of the use of our logo.
- 7.4. WageIndicator is allowed to mention the Client (as a client) on its website and use the Client's logo, brand name and trade name for this purpose.

8. Confidentiality, Intellectual Property and Artificial Intelligence

- 8.1. Confidential information means any information disclosed by one Party to another Party that:
 - i) is explicitly marked or indicated as confidential; or
 - ii) should reasonably be understood to be confidential by the receiving party.All WageIndicator IP provided under this Agreement is explicitly considered to be confidential information.
- 8.2. Confidential information does not include information that has been independently developed, was rightfully obtained through a third party without confidentiality obligation, or that becomes public without either Party's fault.
- 8.3. Each Party receiving confidential information shall keep it strictly confidential and shall only use it for the purposes for which it was provided by the disclosing Party.
- 8.4. Each Party shall not disclose another Party's confidential information to a third party, unless the other Party agrees to such disclosure in advance and in writing or the receiving Party is obligated to do so by law. The burden of proof for such an obligation shall lie with the Party invoking this obligation.

- 8.5. Under the Agreement, no transfer of intellectual property rights takes place.
- 8.6. All intellectual and industrial property rights, including but not limited to database rights, copyrights and rights related to know-how and trade secrets, in the WageIndicator IP, remain vested in WageIndicator and its suppliers. WageIndicator reserves all of its intellectual property rights to the WageIndicator IP.
- 8.7. It is strictly forbidden for the Client to store, review, transmit or otherwise process any WageIndicator IP in combination with an artificial intelligence tool or similar technology. The Client will ensure that no WageIndicator IP will be:
- a) used to train, test, process, analyze, generate output with and/or develop any algorithm, artificial intelligence tool or similar technology.
 - b) repackaged, duplicated, re-sold, or provided through internal/external artificial intelligence services or similar technology.

In the event of violation of this section 8.7, the Client shall forfeit to WageIndicator an immediately payable penalty of EUR 25.000 for each violation, increased by EUR 5.000 for each day during which the violation continues, without prejudice to WageIndicator's right to claim full compensation for damages instead of this penalty and without any notice of default required by WageIndicator.

9. Liability and indemnification

- 9.1. WageIndicator's maximum total liability, regardless of the legal ground(s) it is based upon, is limited to direct damages for a maximum amount of:
- a) the amount that WageIndicator's insurance company pays out in connection with the relevant claim; or
 - b) only in case WageIndicator's insurance company does not pay out: the total fee paid by the Client under this Agreement in the year the damage occurred, with a maximum of EUR 20.000.
- 9.2. Direct damages do not include consequential, financial or indirect damages, such as (but not limited to) loss of profits, damages due to loss of data and increased costs due to delay.
- 9.3. Parties agree to indemnify and hold each other and their respective officers, directors, employees, volunteers, freelancers and shareholders harmless from and against any and all third and third party causes of action, as well as losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorneys' fees and court costs and expenses), relating to or arising out of the breach of the present Agreement. For WageIndicator, any obligation to indemnify and hold the Client harmless is subject to the limitation of liability in section 9.1.
- 9.4. No limitation of liability in the Agreement is applicable in case of any liability primarily arising from the wilful misconduct (*opzet*) or gross negligence (*grove schuld*) of (the leadership of) WageIndicator.
- 9.5. Only WageIndicator Foundation (the legal entity) can be held liable for damages related to the execution of this Agreement or the performance of services by WageIndicator. Related Persons cannot be held liable.
- 9.6. No complaints about WageIndicator's services may be brought forward by the Client more than nine months after the cause of action has accrued under applicable law.

10. Jurisdiction

- 10.1. This Agreement will be governed by the laws of the Netherlands, without regard to its conflicts of law principles. This includes all relationships, either of a contractual or non-contractual origin.
- 10.2. The U.N. Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.
- 10.3. The court in Amsterdam, the Netherlands, has exclusive jurisdiction (in first instance) for any disputes relating to any agreements and/or services to which these terms and conditions apply, including disputes concerning the existence and validity of such agreements.
- 10.4. Related Persons may rely upon the conditions of these Terms and Conditions. The stipulations in sections 3.8, 9 and 10 serve as irrevocable third-party clauses (*onherroepelijke derdenbedingen*) for the benefit of these Related Persons.

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