

WageIndicator General 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 legal entity, organization or company which directly or indirectly:
 - i) owns or controls;
 - ii) is owned or controlled by; or
 - iii) is under common ownership or control with;
 a Party to this Agreement.
 In this definition, ownership means the ownership of at least 50% of the voting shares, and control means the possibility to appoint more than 50% of the members of the board of directors or the supervisory board of the other entity, organization or company;
- b) **Agreement:** the agreement between WageIndicator and the Client (can also be an accepted quotation or invoice), including these terms and conditions and all annexes;
- 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) **Region:** geographical area, as defined by WageIndicator;
- f) **Scope Of Use:** the scope of use of the WageIndicator Material, as specified in the Agreement;
- g) **Services:** the services as specified in the Agreement, as well as any other services agreed upon between WageIndicator and the Client;
- h) **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;
- i) **WageIndicator Material:** all WageIndicator calculations, content data, databases, datasets, documents, knowhow, materials, results, software, tools, websites, as well as any other information, design or technology, that is either:
 - i) publicly made available by WageIndicator on its 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; 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 and how they are mentioned, do not apply. No Client statement or writing shall affect the content of the Agreement or these terms and conditions.

2.3. The Agreement can be changed only explicitly and in writing signed by the legal representatives of each Party.

2.4. In deviation of section 2.3, WageIndicator has the right to adapt these terms and conditions from time to time. The new version will replace the previous version fifteen days after WageIndicator has notified the Client that the new version will apply to the Agreement, provided that the Client has the right to terminate the Agreement within these fifteen days.

2.5. WageIndicator offers and quotations are valid for thirty days from the date of issue.

3. Rights and Obligations of WageIndicator

3.1. WageIndicator will use its reasonable efforts to provide the Services, 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, as well as all other rates provided by WageIndicator, are estimates. WageIndicator pursues to explain any noteworthy changes in these estimates to the best of its abilities.

3.8. WageIndicator only shares the data for the countries or Regions agreed upon. In case of an agreed number of countries, WageIndicator only shares the data for the Regions within those countries where the Client and its Affiliates have physical production locations (for example: factories, offices, farms). The Client will let WageIndicator know where these locations are situated. In case the parties have agreed to GPS-coded data, the Client will provide either addresses or GPS-codes of their locations.

3.9. 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 Material 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 Material.

3.10. All data, Services and WageIndicator Material are provided 'as is' and without warranty of any kind, including, without limitation, warranties of fitness for a particular purpose and noninfringement.

3.11. WageIndicator Material 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.

3.12. If the Client or its Affiliates believe a specific data point needs improvement, the Client will inform WageIndicator

- thereof. 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 free of charge. WageIndicator can't be obligated to perform a verification and collection in between its regular release schedules.
- 3.13. 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, which will be agreed between the Parties in advance.
- 3.14. 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 the Client**
- 4.1. Subject to the conditions of this Agreement, WageIndicator grants the Client a limited right to use the WageIndicator Material. This right to use is:
- limited to use that is necessary for the purposes described in the Scope Of Use;
 - non-exclusive and non-transferrable;
 - sublicenseable to Client Affiliates only; and
 - limited to the duration of the Agreement.
- 4.2. Unless explicitly agreed otherwise, the Scope of Use is as follows:
The Client and its Affiliates may use the Services for the following, internal purposes:
- benchmarking the salaries paid by the Client and its Affiliates;
 - implementing and following up on wage policies within the Client and its Affiliates;
 - auditing whether the Client and its Affiliates comply with laws, regulations or codes of conducts, including specifically those related to corporate social responsibility;
 - facilitating internal and external reports on compliance of the Client and its Affiliates with laws, regulations or codes of conducts, as well as facilitating the annual report of the Client and its Affiliates (these reports may be published externally, provided that no Services are shared through or can be deduced from them).
- To the extent necessary for these purposes, the Client may share the relevant parts of the Services with its Affiliates, under the conditions further detailed in these Essential Conditions.
- 4.3. The Client is not allowed to use the WageIndicator Material in any other way than explicitly allowed under this section 4.
- 4.4. The Client is not allowed to use the WageIndicator Material for commercial purposes (for example: providing consultancy services to third parties based upon WageIndicator data; or selling data).
- 4.5. The Client is not allowed to sell, share, publish or otherwise make available the WageIndicator Material (or derivatives thereof, from which the content of the WageIndicator Material can be deduced) to any third party, unless explicitly allowed in the Scope Of Use or under sections 4.6 or 4.7 of these terms and conditions.
- 4.6. Only designated master users are allowed to access the full WageIndicator Material provided under the Agreement. Unless agreed otherwise, there may be a total of 5 (five) master users across the Client and its Affiliates. All master users must be directly employed by the Client or its Affiliates.
- 4.7. Each master user is permitted to share non-substantial parts of the WageIndicator Material (i.e.: a single data point, or the rates for a single Region) with other employees, agents or officers within the Client or its Affiliates. Additionally, a master user can share non-substantial parts of the WageIndicator Material with internal and external auditors, strictly for internal auditing purposes of the Client. Sharing of these non-substantial parts of WageIndicator Material is allowed on a need-to-know basis only.
- 4.8. If the Client shares any WageIndicator Material with its Affiliates, sections 3, 4.2 - 4.12, 6.5, 8, 9 and 10 of these terms and conditions shall apply by analogy to the relationship between WageIndicator and the Client's Affiliates. The Client warrants that it has the authority to

- bind its Affiliates to the conditions mentioned in this section 4.8 and accepts these conditions on their behalf.
- 4.9. In addition to section 8, the Client guarantees that the Client, its Affiliates and all Client and Client Affiliate employees, agents, officers and auditors will keep all WageIndicator Material provided under this Agreement strictly confidential (meaning it won't be shared except to the extent explicitly allowed under the Agreement) and only use and access the WageIndicator Material to the extent reasonably necessary for the purposes included in the Scope Of Use. The Client will ensure that all employees, agents, officers and auditors with access to WageIndicator Material are obligated to treat such WageIndicator Material confidentially.
- 4.10. WageIndicator does not take any responsibility for inadequate use of its living wage estimates, data and/or other WageIndicator Material by the Client or its Affiliates.
- 4.11. Should the Client or any of its Affiliates infringe upon any of WageIndicator's intellectual property rights, WageIndicator reserves the right to terminate the Agreement immediately and take further (legal) steps if deemed necessary, without prejudice to any other remedies WageIndicator may be entitled to.
- 4.12. WageIndicator has the right to audit whether Client and its Affiliates act in 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 or its Affiliates 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. Except as specified otherwise in the Agreement, WageIndicator will invoice according to the following schedule:
- For single-year agreements, WageIndicator will invoice the agreed amount upon signing of the agreement;
 - For multi-year agreements, WageIndicator will send invoices in accordance with the agreed payment schedule or, in the absence of such a payment schedule, in yearly terms at the start of each year of the Agreement.
- 5.3. Except as specified otherwise in the Agreement, all invoices are to be paid ultimately within thirty days from the date of invoice.
- 5.4. All amounts are exclusive of VAT as well as any other taxes and government levies.
- 6. Term and Termination**
- 6.1. The Agreement enters into force on the agreed start date and terminates automatically at the agreed end date. Neither Party can terminate the Agreement for convenience.
- 6.2. If a Party materially breaches its obligations under this Agreement, the other Party can terminate this Agreement with immediate effect, provided that i) the breach is incurable; or ii) the breaching Party has failed to remedy its breach within 30 days after receiving notification by the other Party.
- 6.3. The Parties will discuss renewal of this Agreement three months before the end date. The parties may agree upon a different scope with the renewal.
- 6.4. WageIndicator aims to deliver the Services on the dates specified in the Agreement. The delivery dates are deemed target dates.
- 6.5. The following sections will outlive the term of this Agreement, and are still valid even after the termination of this Agreement: 4.9, 6.5, 8, 9 and 10.
- 7. Public Relations and visibility**
- 7.1. Explicit mention of WageIndicator is obligatory whenever the Client or its Affiliates draw 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 or its Affiliates appear as a user of living wages, they are to mention they draw 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. After prior written approval from the Client, 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 Material 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 Material, remain vested in WageIndicator and its suppliers.
- 8.7. It is strictly forbidden for the Client to store, review, transmit or otherwise process any WageIndicator Material in combination with an artificial intelligence tool or similar technology. The Client will ensure that no WageIndicator Material will be:
- a) used to train, test, process, analyze, generate output with and/or develop any algorithm, artificial intelligence tool or similar technology; or
 - 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 aggregate liability towards the Client and its Affiliates combined, 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.
- For the avoidance of doubt, this limitation of liability also applies in case of any statutory or agreed obligation for WageIndicator to indemnify or hold the Client and/or its Affiliates harmless against any claims or damages.
- 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. 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.
- 9.4. 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.
- 9.5. No complaints about WageIndicator's services may be brought forward by the Client more than twelve months after the cause of action has accrued under applicable law.

- 9.6. WageIndicator's insurance limits at the moment the Agreement was signed are:
- a) Professional liability (*beroepsaansprakelijkheid*): EUR 1.500.000 per claim and EUR 3.000.000 per year;
 - b) General liability (*bedrijfsaansprakelijkheid*): EUR 2.500.000 per claim and EUR 5.000.000 per year.
- 9.7. The Client will indemnify WageIndicator and hold WageIndicator harmless against any claims from Affiliates exceeding the maximum liability as set out in sections 9.1 - 9.5.

10. Miscellaneous

- 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 3.9, 9 and 10 serve as irrevocable third-party clauses (*onherroepelijke derdenbedingen*) for the benefit of these Related Persons.
- 10.5. In case conflict between the documents that form part of this Agreement, the order of precedence shall be as follows: 1) the Agreement; 2; annex 1; 3) these terms and conditions; 4) any other annexes; 4) any other documents incorporated by reference.

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