GENERAL TERMS AND CONDITIONS FOR SERVICES

Reference is made to the attached or referenced sales order, statement of work, letter of engagement, proposal, or other similar document issued by Ipsos (hereinafter referred to, as applicable, the "**SOW**") between Client and Ipsos for the provision of market research and advisory services or other related services as referenced in such SOW (the "**Services**").

1. **DEFINITIONS.**

In these T&Cs and the SOW, unless otherwise expressly stated therein the following terms have the following meanings:

AI means software, products and services that utilise artificial intelligence, machine learning, language and statistical modelling, neural networks and/or other technologies (whether now known or hereafter developed), whether developed, owned and/or operated by Ipsos or licensed or otherwise provided to Ipsos by a third party

Agreement refers collectively to the T&Cs and SOW collectively.

Affiliate shall mean (i) with respect to Ipsos any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, whether incorporated or not, that the French holding company Ipsos SA, or any of its subsidiaries, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meeting, and either (a) has the power to appoint a majority of directors, or (b) when by contract or otherwise, can direct or cause the direction, or the management or the activities of such entity/Affiliate from time to time even if Ipsos SA or any of its subsidiaries has a minority interest in that entity and (ii) with respect to Client any entity which Controls, is Controlled by, or is under common Control with a party.

Applicable Data Protection Laws means the UK GDPR, UK Data Protection Act 2018, and any other law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

Business Day means a day that is not a Saturday, Sunday or a UK or Irish national holiday (as relevant) at which retail banks are open to the general public.

Claims refer to all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable attorneys' fees.

Client means the person or entity to which the SOW for the Services has been issued by Ipsos.

Confidential Information shall mean all information (written or oral) disclosed by one Party to another, deemed confidential to the reasonable person including analyses, studies, data related to intellectual property and business practices such as research, methodologies, business plans, financial data, strategic plans and know-how.

Control for Client means the ability, directly or indirectly, to direct the affairs of another entity by means of ownership, contract or otherwise.

Data Controller means the organisation which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Data Processor means the organisation which processes Personal Data on behalf of the Data Controller.

Data Subject means an identified or identifiable natural person.

Deliverables means the presentations, reports, data or other results of the Services identified in the SOW and specifically prepared by Ipsos for the Client.

Force Majeure shall have the meaning given to it under Section 21 of this Agreement.

including, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

Indemnitor shall have the meaning given to it under Section 8 of this Agreement.

Indemnitee shall have the meaning given to it under Section 8 of this Agreement.

Ipsos means Ipsos MORI UK Limited or its Affiliate (registered in the UK or Ireland) who has issued and entered into the SOW.

Ipsos IP refers to Ipsos know-how, technologies, and proprietary methodologies, including processes, products, tools, source codes, platforms, formulae, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Ipsos in connection with Ipsos' performance of Services under this Agreement. This includes any derivative works, upgrades, updates, modifications or enhancements as well as all questions and questionnaires, except to the extent that Client has provided such material.

Litigation Purposes refers to any dispute resolution process, litigation, arbitration or other legal proceeding of any nature.

Non-Affiliated Third Parties refer to third parties that are not Affiliates with or related to the Indemnitee.

Personal Data means any information or data that is considered as personal data by the Applicable Data Protection Laws.

Public Domain refers to any public platform or medium, including advertising, marketing or promotional material press releases, press conferences, or any other media.

Section refers to the clauses in these T&Cs.

Services Data refers to content, information and data obtained or created while performing the Services. This includes the results and responses from the Services.

Syndicated Deliverables refers to syndicated survey research services containing data collected from the market and not intended for a specific client and therefore independently conducted, published and/or sold by Ipsos and/or any deriving deliverables, data, information, insights and reports from such services**.**

Term shall have the meaning given to it under Section 3 (a) of this Agreement.

T&Cs shall mean these terms and conditions.

UK GDPR has the meaning given to it in the Data Protection Act 2018 as amended from time to time.

References in the Agreement to 'party' or 'parties' shall be references to the parties to the Agreement or the relevant SOW, as applicable.

2. **SERVICES.**
   a) These T&Cs shall govern the Services to be provided under the SOW. These T&Cs shall not apply to any technology services (including Synthesio or Askia services) or Ipsos iris services, which will be subject to separate Ipsos terms and conditions.
   b) Client acknowledges and agrees that no other document, in particular Client's own general conditions of purchase or specific conditions, shall prevail over the Agreement even though Client may issue its own purchase order for administrative purposes. To the extent that there is an

inconsistency between the T&Cs and the SOW, the T&Cs shall prevail over the SOW.

c) Where the Services performed pursuant to this Agreement constitute market, opinion or social research or data analytics they shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to the market research industry, including the ICC/ESOMAR International Code of Market, Opinion and Social Research and Data Analytics and EphMRA's Code of Conduct.

d) Following the commencement of each project, Client shall promptly:

i. provide Ipsos with any material, document, information or data which may be necessary for the Services or for incorporation into the Deliverables and requested by Ipsos for the performance of the Services, and

ii. provide Ipsos with all reasonable assistance and access to its personnel and all timely approvals required to facilitate the provision of the Services and delivery of the Deliverables in accordance with the relevant SOW.

e) This Agreement does not obligate Client to obtain Services from Ipsos and Ipsos to provide Services to Client unless and until a SOW is executed by the parties. Any such SOW shall at least set forth a description of the Services, the specifications for the Deliverables, the timing for delivery, and associated fees.

f) Any changes to the specifications, scope of Services, or Deliverables requested by Client must be agreed upon in writing by both parties before work related to such changes begins. This includes any additional charges to Client.

g) For purposes of clarity, Ipsos retains the right to charge Client additional fees for any Client-requested alterations made to the originally agreed upon program specifications, including:

i. questionnaire design and contents, sample size, survey duration, and quota requirements;

ii. project materials, including survey links and incentives; and

iii. modifications to the volume, format, or content of Deliverables, which may include data sets, tables, reports, and dashboards.

h) Any Client-requested modifications to the specifications, materials, or Deliverables may also result in corresponding revisions to the project timelines, which shall be communicated to Client in writing.

i) If Client delays, postpones the Services, or fails to provide accurate information or instructions, Client must pay for any documented unrecoverable costs incurred by Ipsos as a result of such delay or postponement.

j) Client acknowledges and agrees that Ipsos may develop and use AI in connection with its provision of Services under the Agreement.

k) Neither Ipsos nor any Ipsos Affiliate will have joint and several liability with respect to one another or will be regarded as a guarantor of one another.

3. **TERM AND TERMINATION.**

a) The Agreement will become effective on the earlier of (i) the effective or commencement date set out in the SOW; (ii) the date of execution by Client of the SOW; or (iiii) other document provided by Ipsos or Client to confirm Client's instructions to Ipsos to deliver the Services, and shall remain in force until completion of the Services (the "Term").

b) Each party shall have the right to terminate the Agreement at any time without cause upon ninety (90) days prior written notice to the other party.

c) Either party shall have the right to terminate the Agreement, effective immediately, at any time and by providing prior written notice, if the other party fails to either perform any material obligation or to cure a material breach within fifteen (15) Business Days of receiving written notice by the non-breaching party to that effect. The termination provisions set out in this Section are not exclusive, and are in addition to, and not in limitation of either party's rights under the Agreement or at law.

4. **EFFECTS OF TERMINATION.**

Upon any termination of this Agreement for any reason whatsoever, Client shall continue to be obligated to pay the fees due (including the pro-rated fees for work undertaken through the effective date of termination) and expenses incurred by Ipsos up to the effective date of termination, as well as any pre-approved and documented unrecoverable third-party costs incurred by Ipsos as a result of such early termination.

5. **FINANCIAL TERMS.**

a) Ipsos shall invoice Client for all amounts due for the Services under the SOW as follows: seventy-percent (70%) of the fees due for the Services upon execution of the SOW, and the remaining thirty-percent (30%), plus expenses incurred by Ipsos, upon completion of the Services, except for Services consisting of tracking surveys or other long term surveys, in which case either Ipsos will define different project phases in the SOW and will invoice Client the full amount of the fees corresponding to each phase at the beginning of each such phase or Ipsos shall invoice Client on a monthly or quarterly basis. In addition, unless otherwise specified in a SOW or rate card annex, in any instance where a project under a SOW has a duration of more than one year (including any renewals or extensions), Client agrees that on the anniversary date of any such annual renewal or extension, the fees specified in the SOW shall be adjusted for inflation based on the Consumer Price Index included in the World Economic Outlook report issued by the International Monetary Fund for the relevant country.

b) All invoices shall be due and payable in full within thirty (30) days of date of invoice. Invoices not paid within thirty (30) days after the invoice date shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, plus monetary restatement according to official inflation rate when applicable, such additional amount to be calculated from the end of the thirty (30) days until all past due amounts have been paid and, in addition, Ipsos may, in its sole discretion, and without prejudice to its other rights under the Agreement, suspend the performance of the Services and/or the delivery of the Deliverables (as defined in Section 12 below) and require the restitution of those Deliverables that may have been already provided to Client.

c) Payments will be in the currency specified in the SOW. If the SOW specifies that Ipsos shall invoice in a currency other than its national currency, then Ipsos shall have the right to increase or decrease all fees under the applicable SOW if, on the date of invoice the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to the national currency of Ipsos has increased or decreased by more than three percent (3%) from the date of the SOW. The

adjustment shall fully compensate Ipsos or Client for the increase or decrease in the value of the currency invoiced compared to Ipsos' national currency. For purposes of this Agreement, the prevailing exchange rates shall be the rates specified by the National Bank of the country in which Ipsos is located on the date of the SOW and the invoice date, respectively.

d) In the event that Ipsos is required to incur any out of pocket or third-party pass through expenses (including honoraria and focus group facility and moderator expenses) or additional costs (including travel and lodging) which are not set forth in the SOW, then, provided that Client is notified of and reasonably approves all such expenses in advance, Client shall reimburse Ipsos for such expenses within thirty (30) days of the date of invoice.

e) All prices are subject to a +/-10% cost contingency unless otherwise noted in a SOW.

6. **TAXES.** When applicable, government sales tax, use and/or value added taxes shall be paid by Client in addition to the fees due under this Agreement. Client shall in no event be liable for payment of any taxes based on Ipsos' net income or personal property. In addition, all fees due under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty, fine, surcharges or interest payable in connection with any failure to pay or delay in paying any of the same) except to the extent required by law. In the event that Client is required by law to deduct any withholding or other similar taxes from any amount due to Ipsos hereunder, Client shall increase the amount due to Ipsos to the extent necessary to ensure that, after deducting any such taxes, Ipsos receives and retains a net amount equal to the original amount that it would have received had no such deduction been made.

7. **REPRESENTATIONS AND WARRANTIES.**

a) Each party represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws; (ii) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the use of materials furnished to the other party, including in the case of Client, any materials furnished to Ipsos by a third party acting upon Client's behalf, and that it has the legal right to disclose such materials to the other party in connection with the Services, including any consents required under applicable privacy and data protection law; and (iii) any such materials disclosed to the other party shall not violate, misappropriate, or infringe upon the trademark, copyright, patent or other intellectual property rights, right of privacy or publicity, or any other proprietary right of any third party; provided that, with respect to materials generated by AI, Ipsos makes all the foregoing representations and warranties only to the extent of its knowledge.

b) As the nature of the Services is based upon samples and statistical treatment of information, Ipsos does not warrant the total accuracy of the Deliverables, or the data contained therein. Client acknowledges and agrees that Ipsos does not predict or assure any particular substantive results of its research in advance, nor does Ipsos accept any liability for (i) Client's interpretation of Ipsos' reports or of other data furnished to Client by Ipsos, (ii) any errors caused by AI or errors in data provided to Ipsos, (iii) improper use of simulation software or improper interpretation of simulation software results by Client, or (iv) resale of survey results or other data by Client. Ipsos will use commercially reasonable efforts to meet all project deadlines, but it does not guarantee meeting those deadlines. All time frames included in the Agreement with respect to the timing of Deliverables are approximations.

c) Where any element of the Services includes advisory services, Client agrees: (i) it shall make its own independent decisions as a result of any such advice, and as to whether any actions or inactions are appropriate or proper for it based upon its own judgment; (ii) it does not rely on any communication (written or oral) from Ipsos as a recommendation for such action or inaction; (iii) that no communication (written or oral) received from Ipsos will be deemed to be an assurance or guarantee as to the expected results of Client's actions or inactions; and (iv) it is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of any such advice.

d) Client acknowledges that it has entered into the Agreement in reliance only on the representations, warranties promises and terms contained in the Agreement and, save as expressly set out in the Agreement, Ipsos shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement and in particular

e) Except as expressly provided in this Agreement and to the fullest extent permitted by law, Ipsos hereby disclaims all warranties, conditions or other terms implied by statute or common law with respect to the Services and or the Deliverables, including any implied warranty of fitness for a particular purpose.

8. **INDEMNIFICATION.**

a) Each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party (the "Indemnitee"), its Affiliates and each of their respective officers, directors, employees and agents from and against all Claims initiated by or on behalf of Non-Affiliated Third Parties to the extent arising out of any breach or violation by the Indemnitor of its representations and warranties or other terms of the Agreement.

b) Client shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims by Non-Affiliated Third Parties to the extent arising out of the use of the Deliverables by Client, or the conclusions drawn therefrom, except for Claims arising from Ipsos' negligence.

c) In the event that the Agreement provides for the testing by respondents of products, Client shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims arising directly or indirectly from the packaging, distribution, consumption, use of or contact with any such product used in connection with said product test, except for any Claim arising from Ipsos' proven negligence. Ipsos shall be deemed to have acted negligently only to the extent Ipsos, its employees and agents fail in any material respect to follow any written instructions given by Client for the handling, storage, packaging, use, or delivery of the product.

d) The Indemnitee shall promptly notify the Indemnitor in writing of any Claim by a Non-Affiliated Third Party under subsections (a) through (c) above. The Indemnitor shall control the defence and settlement, at its own expense, of any such Claim. The Indemnitee shall: (i) at the Indemnitor's expense and request, cooperate fully with the Indemnitor and its legal representatives in the investigation and defence of any such Claim; and (ii) permit the Indemnitor to settle any such Claim (provided that such

settlement does not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee in addition to those set forth herein).

9. **LIABILITY.**

a) Except as set out in Section 9(d)below, neither party shall be liable to the other party for any indirect, incidental, punitive, special or consequential damages, including loss of profits, arising out of, or in connection with, the Agreement whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort, or any other theory at law or in equity.

b) Except as set out in Section 9(d)below, the total aggregate liability of Ipsos for any and all Claims made by Client under or in connection with the Agreement shall not exceed the amount of fees paid by Client under the Agreement.

c) Notwithstanding anything to the contrary set forth herein, Ipsos will not be liable to Client for any Claim if it is caused by: (i) combining, operating, or using the Deliverables with other materials (including materials supplied by Client or its representative), and the Deliverables alone would not be infringing; (ii) Client using the Deliverables in an application, environment or software not specifically set out in the SOW; (iii) Ipsos following Client's specifications or instructions; or (iv) modifications to the Deliverables made by Client or its agents, if the original Deliverables would not have been infringing.

d) Nothing in this Agreement shall limit or exclude either party's liability for (i) any Claims by Non-Affiliated Third Parties covered under each party's indemnification obligations set forth in Section 8(Indemnification), (ii) death or personal injury caused by its negligence; (iii) its fraud or wilful default; (iv) Ipsos' losses arising from Client's breach of Section 12(b); or (v) anything else which it cannot by law limit or exclude its liability.

10. **CONFIDENTIALITY.**

a) Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfil its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein; (iii) reverse-engineer, decompile, or disassemble any Confidential Information; or (iv) remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notice of ownership or confidentiality from any originals or copies of Confidential Information. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Upon written request, the receiving party shall return all Confidential Information to the disclosing party. Notwithstanding the foregoing, the receiving party may retain one copy of Confidential Information in its archives for routine backup, security and/or disaster recovery purposes only, and the obligations of confidentiality relating to such retained materials shall continue for as long as such materials are retained.

b) The obligation of confidentiality, however, shall not apply to information which: (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public other than through a breach of the Agreement by the receiving party; (ii) is in the receiving party's possession at the time of receipt thereof from the disclosing party and was not acquired from the disclosing party; (iii) is acquired or rightfully received without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of the Agreement; or (v) is required to be disclosed pursuant to court order or applicable law, provided that the receiving party first gives the disclosing party reasonable notice of such court order or law (to the extent permitted by applicable laws) and an opportunity to oppose and/or attempt to limit such production.

c) Notwithstanding the foregoing, Client acknowledges and agrees that certain Services require Ipsos to expose, reveal, disclose or describe Client's Confidential Information to survey respondents, including Client's new concepts, products, services, advertising campaigns or designs. Client hereby waives and releases Ipsos from and against any and all Claims resulting from or related to Ipsos' authorised disclosure of Client's Confidential Information to survey respondents in connection with the Services.

d) Except as otherwise provided below, no right, title, interest or license to the receiving party is either granted or implied under any trademark, patent, copyright or any other intellectual property right by the disclosure of the Confidential Information hereunder.

11. **PERSONAL DATA.**

a) If Client, for the purposes of the Services, provides Ipsos with Personal Data, Client hereby warrants that such provision complies with all Applicable Data Protection Laws, and represents that it has the rights and authorisations necessary to provide said Personal Data to Ipsos. It is the responsibility of Client to complete any appropriate formalities so that Ipsos has the right to process any Personal Data, and (where applicable) to prove that individuals have given their valid consent to be contacted for the purposes of the Services. Ipsos accepts no liability and shall not bear any costs resulting from any failure by Client to fulfil its obligations under Applicable Data Protection Laws, except where such failure is the result of a breach by Ipsos of this Section 11. Ipsos shall notify Client of any breach of security leading to the accidental or unlawful destruction, loss, alteration, or un-authorised disclosure for access to the Personal Data provided to Ipsos as soon as reasonably possible, but in any event no later than seventy-two (72) hours after its discovery.

b) When Processing Personal Data pursuant to sub-section a) above, Ipsos in its capacity as Data Processor will only process

  i. these Personal Data as per Client's documented instructions or as may be required by Applicable Data Protection Laws;

  ii. subject to the technical and operational measures set out in Appendix 1, which Client acknowledges are appropriate. Unless Client has no relevance in terms of Applicable Data Protection Laws, Client and Ipsos shall document the description of the Personal Data processed by Ipsos as set forth in Appendix 1;

  iii. in accordance with the Applicable Data Protection Laws;

  iv. for the purpose they were provided; and

  v. for as long as they are required for the purpose in iv above.

c) Where the Services involve either the Processing of Personal Data on behalf of the other contracting party (Data Controller to Data Processor relationship) or the provision of personal data (Data Controller to Data Controller relationship) and Applicable Data Protection Laws requires additional terms to enable such data transfers between the contracting parties, they shall enter into such standard contractual clauses as may be prescribed by relevant public authorities, including the relevant module(s) of the Standard Contractual Clauses pursuant EU Commission decision 2021/914, which shall be attached to the relevant SOW.

d) Notwithstanding Section 11(c) above applies, when Processing Personal Data pursuant to Section 11(a), Client authorises Ipsos to transfer the Personal Data to its approved subcontractors (whether in the same or another jurisdiction), who are required to adhere at least to the same technical and operational measures as set out in Appendix 1.

e) Where applicable, Ipsos will keep and maintain a record of Processing as required under Applicable Data Protection Laws.

f) Ipsos agrees to provide Client with all reasonable assistance to respond to all requests (i) related to a Data Subject's Personal Data rights or (ii) initiated by any relevant supervisory authority.

g) Client agrees not to use the Deliverables unless Section 11(i) below applies, either on their own or together with other data available to Client to re-identify any Data Subject.

h) Furthermore, in accordance with its professional rules and its contractual obligations to respondents, Ipsos is under a duty to preserve the anonymity of the respondents when providing market, opinion and social research and data analytics services. Accordingly, Ipsos shall only provide Client with aggregate data or otherwise anonymized data. Client hereby undertakes to respect this anonymity and undertakes not to attempt to link the data provided by Ipsos to the identity of the respondents. Ipsos will only provide Personal Data to Client as permitted by and in accordance with its professional rules and Applicable Data Protection Laws. In any instance of such permitted disclosure, Client hereby agrees to maintain the confidentiality of such Personal Data. Where such Personal Data is provided by Ipsos, acting as a Data Controller, to Client, Client warrants that it will cease further use or processing of the Personal Data upon notice from Ipsos, and shall comply with all instructions included in such notice, including deletion of any or all relevant Personal Data.

i) Where Personal Data are provided by Ipsos to Client, Client will become a several Data Controller, subject to the limitation in any separate agreement to that effect and the conditions under which the Personal Data were collected. Further, Client warrants that it will delete any and all relevant Personal Data, leaving only anonymous data, latest after one year for ad hoc studies and three (3) years for continuous studies from the completion of the Services.

12. **OWNERSHIP.**

a) Provided that Client has paid the full amount due for the related Services, Ipsos will transfer to Client and Client shall own all intellectual property rights in the Deliverables Client acknowledges and agrees that all Ipsos IP shall remain the sole and exclusive property of Ipsos. Further, Client will not (i) reverse-engineer, decompile or disassemble any Ipsos IP or (ii) market, distribute, sell or resell any Ipsos IP. Ipsos hereby grants to Client a non-exclusive, worldwide, royalty-free license to use any Ipsos IP that is incorporated into the Deliverables solely to the extent necessary for Client to use, view or access the Deliverables for Client's internal business purposes.

b) Notwithstanding the foregoing, to the extent that a SOW specifies that the Services include Syndicated Deliverables, Client hereby agrees and understands that (i) Ipsos shall at all times retain sole and exclusive ownership rights in the Syndicated Deliverables as well as all Ipsos IP; (ii) Client may not sell, distribute, copy or reproduce in full or in part any of the Syndicated Deliverables, without written authorization from Ipsos, which Ipsos may withhold in its sole discretion; and (iii) this Agreement constitutes a revocable, non-exclusive license from Ipsos to Client to use the Syndicated Deliverables solely for internal purposes, subject at all times to the ownership rights of Ipsos set forth herein.

c) This Agreement shall not apply where Client requests Ipsos to create or develop a new tool, software, product, research technology, process, model, database or other proprietary methodology for which Client intends to own or have rights of use. In such event, the parties will negotiate and enter into a separate written agreement applicable to such services.

d) Notwithstanding anything to the contrary in this Agreement, and without limiting Ipsos' rights at law or elsewhere under this Agreement, Client agrees that Ipsos may maintain and use Services Data, including results and responses obtained from the Services, for the following purposes: (i) industry studies, modelling, testing, analytics, creation of anonymized statistics and benchmarking purposes, and (ii) improving and developing its professional norms and standards, methodologies, platforms, and technologies (whether now known or hereafter developed, and whether or not owned by Ipsos), provided that (i) Ipsos will only use Services Data in an aggregated form (if at all), and (ii) Ipsos will never identify Client as the source of any Services Data. Without limitation of the foregoing, Ipsos may retain one copy of the Deliverables for archiving purposes.

13. **PUBLICITY AND USE OF DELIVERABLES.**

a) Neither party shall use the other party's name, trademarks or logos in the Public Domain without the prior written consent of the other party.

b) In addition, in accordance with the ICC/ESOMAR International Code of Market and Social Research, Client shall not publish the Deliverables in the Public Domain without the prior written consent of Ipsos. If Client or its agents wish to publish the Deliverables in the Public Domain, it must come to a written agreement with Ipsos on the form and content of the disclosure, which Ipsos may only withhold on the basis that the Deliverables are used or presented in a misleading or illegal manner, or in any manner which would adversely impact upon the reputation or goodwill of Ipsos. Ipsos reserves the right to publish a correction in the event of such improper use or presentation.

c) Unless Client informed Ipsos prior to the commission of the Services and the execution of any such SOW that Client intends to use the Deliverables in relation to any public promotion or broad publication, including for publication of claims testing results, Client may not use any Deliverables for such purposes.

d) Client shall inform Ipsos prior to the commission of the Services and the execution of the SOW if Client intends to use the Deliverables in connection with any Litigation Purposes. Client acknowledges that use of the

Deliverables for Litigation Purposes may affect Ipsos' recommended methodological approach and study costs. In addition, if Client decides after the Services have been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain the prior written consent of Ipsos, which Ipsos may withhold in its sole discretion.

14. **WAIVER.** If either party fails to fully exercise any right, power or remedy under the Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of the Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.

15. **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected and those provisions shall remain in full force and effect. If a court or other decision-maker should determine that any provision of the Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

16. **GOVERNING LAW.** The Agreement shall be governed by, and interpreted and construed in accordance with, the laws of **England and Wales** without regard to conflicts of law principles that would require the application of any other law.

17. **JURISDICTION AND VENUE.** In the event of any dispute arising out of or relating to the Agreement, the parties hereby consent to the exclusive jurisdiction of, and venue in, the courts of England and Wales. The prevailing party in any litigation relating to the Agreement shall be entitled to recover its court costs and expenses, including reasonable attorneys' fees.

18. **ASSIGNMENT AND SUCCESSORS.** Neither party may assign any rights or delegate any obligations to any third party under the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this Section shall be void. Notwithstanding the foregoing, a party may assign the Agreement without the other's consent to: (a) an Affiliate; or (b) to any person, firm, organisation, corporation, or other entity which succeeds to the business of such party by acquisition, merger, reorganisation, or otherwise. The Agreement shall inure to the benefit of and be binding upon Ipsos and its permitted successors and assigns, and Client and its permitted successors and assigns.

19. **SUBCONTRACTING.** From time to time, Ipsos may, where appropriate, subcontract all or part of the Services to be provided hereunder to one of its approved suppliers or to an Affiliate. In any event of subcontracting, Ipsos shall remain fully liable to the Client or the acts of the subcontractor

20. **NO JOINT VENTURE.** Ipsos is an independent contractor and shall not be deemed a partner, joint-venturer, agent or legal representative of Client for any purpose whatsoever.

21. **FORCE MAJEURE.**

a) Under no circumstance shall Ipsos be responsible to Client for failure to provide the Services or for its delay in performance in accordance with the Agreement due to any event or condition, not existing as of the date of signature of this Agreement, not reasonably within the control of Ipsos as of such date, which prevents in whole or in material part the performance by Ipsos of its obligations hereunder ("Force Majeure"). Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, pandemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond Ipsos' reasonable control.

b) Should an event of Force Majeure last for more than thirty (30) days, then Ipsos shall have the right to terminate this Agreement or the relevant SOW without liability to Client. Unless this Agreement or the relevant SOW has been terminated as set forth herein, both parties' obligations hereunder shall resume upon the cessation of the event of Force Majeure.

22. **NOTICES.**

All notices and other communications under the Agreement shall be given in writing to the parties at the addresses appearing in the Agreement, or to such other address specified in writing to the notifying party after the date of the Agreement and shall be deemed given on the date delivered in person, or on the next Business Day following delivery to a reputable overnight courier for next day delivery, or on the third Business Day following mailing by certified mail, return receipt requested. Notices to Ipsos must be accompanied by a copy of the notice being sent by email to UKnotice@ipsos.com in order to be deemed valid.

23. **GOVERNING LANGUAGE.**

English shall be the governing language of this Agreement. In the event there is a conflict between the English version and any translated version, the English version shall prevail.

24. **ENTIRE AGREEMENT; SURVIVAL.**

The Agreement contains the sole and entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) with respect to its subject matter and shall not be modified except by a written instrument signed by Client and Ipsos. In the event of the termination of the Agreement, Sections 3, 4, 5, 7 through to 19 (inclusive), and 21 through 24 shall survive such termination.

APPENDIX 1 – Data Processing Obligations of the Client and Supplier

ADDITIONAL DEFINITIONS:

Client Personal Data: any Client provided Personal Data which Ipsos processes in connection with the agreement to which this Appendix 1 is attached, as the Client's Processor.

Controller, Data Protection Impact Assessment, Processor, Joint Controller, Data Subject, Personal Data, Personal Data Breach, Supervisory Authority and **Processing** shall have the meaning given to them in the UK GDPR.

EEA: the European Economic Area.

EU GDPR: the European Union's General Data Protection Regulation (*(EU) 2016/679*) as amended from time to time.

Purpose: the purposes for which the Client Personal Data are processed, as set out in clause 1.4.1**.**

Ipsos Personal Data: any Personal Data which Ipsos processes in connection with this agreement as a Controller.

1. DATA PROTECTION

1.1. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Appendix is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

1.2. Where Client Personal Data is transferred to Ipsos, without prejudice to the generality of clause 1.1, the Client will ensure that it and/or the organisation that supplies the Client Personal Data has the necessary appropriate legal basis and notice(s) in place to enable lawful transfer of Client Personal Data to Ipsos for the duration and purposes of this Appendix.

1.3. In relation to the Client Personal Data, Schedule 1 sets out the scope, nature and purpose of Processing by Ipsos, the duration of the Processing and the types of Personal Data and categories of Data Subject.

1.4. In relation to Client Personal Data and without prejudice to the generality of clause 1.1, Ipsos shall:

1.4.1. process the Client Personal Data only on the documented instructions of the Client and only for the purposes set out in Schedule 1 , unless Ipsos is required otherwise by Applicable Data Protection Laws. Where Ipsos is relying on Applicable Data Protection Laws as the basis for Processing Client Personal Data, Ipsos shall notify the Client of this before performing the Processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit Ipsos from so notifying the Client on important grounds of public interest. Ipsos shall use reasonable endeavours to inform the Client if, in the opinion of Ipsos, the instructions of the Client infringe Applicable Data Protection Laws;

1.4.2. implement the technical and organisational measures set out in Schedule 2 to protect against unauthorised or unlawful Processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Client Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;

1.4.3. ensure that any personnel engaged and authorised by Ipsos to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

1.4.4. assist the Client insofar as this is possible (taking into account the nature of the Processing and the information available to Ipsos), and at the Client's cost and written request, in responding to any request from a Data Subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach

notifications, Data Protection Impact Assessments and consultations with Supervisory Authorities or regulators;

1.4.5. notify the Client without undue delay on becoming aware of a Personal Data breach involving the Client Personal Data;

1.4.6. at the written direction of the Client, delete Client Personal Data and copies thereof to the Client on termination of the agreement unless Ipsos is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 1.4.6 Client Personal Data shall be considered deleted where it is put beyond further use by Ipsos; and

1.4.7. maintain records as required under UK GDPR or as set out specifically herein.

1.5. Any audit or inspection permitted following a request for audit accepted by Ipsos and where Ipsos is deemed as the Processor, is not intended to include:

1.5.1. any information related to Ipsos' provision of services to other clients or other client's Data; or

1.5.2. (ii) supplier's general operating costs, overhead costs, or salary, timecards or other employee, personnel, and/or individual compensation records, or Ipsos' profit and loss reports or other corporate records of Ipsos.

1.6. The Client agrees that any agreed audit or access to Ipsos' premises, in accordance with clause 1.5, will be in a manner that minimises interference with Ipsos' business operations, and that any request by the Client for an audit or access to Ipsos' premises may not be granted by Ipsos more than once in any 12-month period.

1.7. Where requested or required by Ipsos, the Client shall provide its authorisation for Ipsos or its Affiliate/s to appoint Processors to process the Client Personal Data, provided that Ipsos or its Affiliates:

1.7.1. shall ensure that the terms on which it appoints such Processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Ipsos in this Appendix;

1.7.2. shall remain responsible for the acts and omission of any such Processor as if they were the acts and omissions of Ipsos; and

1.7.3. shall inform the Client of any intended changes concerning the addition or replacement of the Processors as listed in Schedule 2, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Ipsos' reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify Ipsos for any losses, damages, costs (including legal fees) and expenses suffered by Ipsos in accommodating the objection; and

1.7.4. transfer Client Personal Data outside of the UK and EEA as required for the Purpose, provided that Ipsos shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, Ipsos shall promptly comply with any reasonable request of the Client, including any request to enter into an international data sharing agreement as issued by the Commissioner (where the UK GDPR applies to the transfer) or the standard contractual clauses adopted by the Commissioner from time to time along with the Addendum to the standard contractual clauses adopted by the Commissioner from to time (where the EU GDPR applies to the transfer), if these are not already in place.

1.8. To the extent the parties act as Joint Controllers in respect of any Personal Data pursuant to the agreement, to which this Appendix is attached, the parties have agreed to allocate responsibility for each of their Controller obligations under Applicable Data Protection Laws in accordance with Schedule 3 .

1.9. The Client hereby indemnifies, and shall keep indemnified, Ipsos from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, Data Subject or Supervisory Authority as a result of any breach or alleged breach by the Client of any Applicable Data Protection Law or its obligations under this Appendix This indemnity shall not be subject to any limits or exclusions of liability that may otherwise apply, or be imposed, under the agreement to which this Appendix is attached.

Schedule 1- Description of Personal Data Processing

Subject matter of the Processing of Personal Data	The Personal Data transferred concern the following categories of Data Subjects: (*)
Duration of the Processing of Personal Data	Ipsos will process Personal Data during the term of the agreement to which this Appendix applies.
Nature of the Processing of Personal Data	(*)
Purpose of the Processing of Personal Data	Ipsos will process Personal Data of data subjects for the purpose of providing the services in accordance with the agreement to which this Appendix applies, including: Market research Client satisfaction survey Employee survey (other*)
Categories of Personal Data being processed	Client customer data Client employee data (other *)
Location of Personal Data Processing	[If the location of any Processing of Personal Data is outside of any area considered to be adequate by the originating jurisdiction, such location must be specifically identified as such. E.g. the list of countries and schemes having an adequacy decision issued by the European Commission which can be found at: https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en. For UK-US transfers, the "Data Bridge" exists for relevant certified US entities. Other jurisdictions have their own adequacy decisions and/or requirements. If no transfer will be from the United Kingdom (UK) and/or European Economic Area (EEA) to outside of the UK and/or EEA or the countries listed above, the following sentence shall be included: "No Personal Data will be transferred outside the area providing an adequate level of protection."
Data Protection Officer or when not applicable any other person acting as single point of contact on privacy or data protection matters	For Ipsos: dpo.unitedkingdom@ipsos.com For {Client}: {name and email address}
*(*) or *	*Please specify or delete as appropriate*

Processors List *

Processor(s) Name	Location	Type of Processing
[To Be Updated]	[To Be Updated]	[To Be Updated]
Rackspace UK Limited,	Unit 8, Millington Road, Hyde Park Hayes, UB3 4AZ	Managed Hosting Services {and Data Collection Dimensions Platform hosting – pls delete if not highlighted text if not using Dimensions}

[Add detail of any known Processors (including other Ipsos companies) who will process the Personal Data. Include a description of what each processor will do with the data (e.g. host, provide support, etc.)

**Any modification in the Processor listing shall be agreed in writing between the parties, either through an Amendment to this Agreement or included in the applicable Sales Order or other relevant project agreement. If only the category of Processor is known, but the specific processor has not yet been selected, state the category of Processor and likely location(s).*

Sub-Processors List *

Name of Sub-Processor(s)	Localization	Type of Processing
Rackspace UK Limited	Unit 8, Millington Road, Hyde Park Hayes, UB3 4AZ	Managed Hosting Services
Google Cloud Platform	London (Europe-west 2)	All Applications (including Data Dimensions Multimode Platform) Hosting – {pls delete this highlighted text if not using Dimensions Multimode (CATI/CAPI)}
Google Cloud Platform	Frankfurt (Europe-west 3)	Dimensions Online Platform Hosting - {Pls delete this highlighted text if not using Dimensions Online Cluster V7.5}
Microsoft Azure	UK West, UK South	File Storage
Amazon Web Services	Europe (London) EU West 2	Select Applications (including Mediacell)
[Additional sub-processors to be added by Ipsos]	[To Be Completed]	[To Be Completed]

[Add detail of any known Sub-Processors (including other Ipsos companies) who will Process the Personal Data. Include a description of what each Sub-Processor will do with the data (e.g. host, provide support, etc.)]

Any modification in the sub processor listing shall be agreed in writing between the Parties, either through an amendment to this Agreement or included in the applicable SOW or other relevant project agreement. If only the category of sub-processor is known, but the specific processor has not yet been selected, state the category of sub-processor and likely location(s).

1.   **Maximum Duration of Personal Data Retention and Deletion Rules**

To Be Completed

2.   **Notices**

If to Ipsos:	If to the Client:
Name & Position: [insert name & position of applicable DPO] Address: [insert address] E-mail: [insert email address] Telephone No: [insert telephone number]	Name & Position: [insert name & position] Address: [insert address] E-mail: [insert email address] Telephone No: [insert telephone number]

Schedule 2 - Ipsos Technical and organisational measures

Ipsos and all sub-processors agreed with the Client and as listed in Schedule 1 will have in place appropriate organisational and technical measures to safeguard the Personal Data being processed under this data transfer agreement. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27002 (ISO/IEC 17799) as appropriate to the services being provided. Ipsos will use ISO/IEC 27002 as a basis for auditing compliance with the guarantees Ipsos provides in relation to this obligation.

The measures in place will include the following minimum mandatory requirements:

Organizational Safeguards
- Ipsos has an appointed data protection officer who has data protection and information security responsibilities set out as part of her duties and heads up a dedicated Compliance Department.
- Ipsos will appoint a representative in the Union to meet EU GDPR requirements.
- Physical access to the building is limited by various access control mechanisms (e.g. key cards) and in most cases entrances to Ipsos' offices are staffed by receptionists/security staff.
- Ipsos' employees are instructed on data protection and information security matters upon commencing employment with Ipsos and are subject to confidentiality obligations.
- Ipsos' employees are not permitted to record Personal Data on a storage medium (e.g. disk) to enable them to re-access the information in premises that are not controlled by Ipsos. In the event that Personal Data is held in hard copy format, any employees dealing with such Personal Data operate a clear desk policy, so that no Personal Data is left unattended in their absence. Personal Data in hard copy form is stored securely to prevent any unauthorized access.
- Ipsos has business continuity plans in place, which are tested annually.

Information Security Risk Management
- Ipsos periodically assesses risk within Information Technology specifically toward assets associated/involved in the services/products delivered. The implemented risk management framework is in agreement with the requirements of the ISO 27001 & ISO 27002.

Information Security Policy
- Ipsos has in place an information security policy and other additional policies to ensure that controls are in place.
- Ipsos regularly review its information security policy.
- Ipsos follows Information Security programmes that are based on the following frameworks:
- ISO 27001 & ISO 27002 standards (Ipsos is certified to ISO 27001)

Asset Management
- Ipsos has documented and implemented rules with regards to acceptable use of assets.

Human Resources Security
- Ipsos ensures that employees, contractors, and subcontractors who access Ipsos assets are screened prior to employment; this meets the UK HMG Baseline Personnel Security Standard. Screening includes Criminal, financial (where applicable), employment background screening processes, where applicable with legislation.
- Ipsos has processes in place to periodically screen personnel during employment for anyone who accesses Regulated, Confidential, or Personal information.
- Ipsos ensures that an Information Security awareness campaign is provided to everyone who has access to Ipsos assets.
- Ipsos ensures that all user IDs, tokens or physical-access badges are assigned to a unique Ipsos employee or Ipsos subcontractor.

- Ensure all user/system/service/administrator accounts and passwords are never shared.

Physical and Environmental Security
Ipsos assets are protected from:
- Natural disasters,
- Theft, physical intrusion, unlawful and unauthorized physical access,
- Ventilation, Heat or Cooling problems, power failures or outages.

Operations Management

Network Security:
Ipsos deploys an intrusion detection system in the data centre monitoring the perimeter points, additional controls include layered anti-virus approach.

System Security:
Ipsos has processes in place to apply and manage security updates, patches, fixes upgrades, (collectively referred to as "Patches") on all Ipsos IT systems.

Ipsos ensures that Malware, Virus, Trojan and Spyware protection programs are also deployed on IT systems.

Disaster recovery
- Ipsos has appropriate disaster recovery measures to ensure that the Personal Data it processes can be re-instated in the event of loss or destruction of that data.
- The disaster recovery plan which will implement the disaster recovery measures defines RTO (Recovery Time Objectives) and RPO (Recovery Point Objectives) where appropriate to the service being provided.
- Ipsos reviews these technical safeguards periodically to ensure their continued suitability in light of the data it processes and technological advances.

Data management

Data Security
- Confidential information is encrypted and encryption must meet a minimum standard of AES-256-bit encryption.
- If a password/passphrase is used in the encryption of the document, the password/passphrase for the encrypted document is communicated, either:
  Face to face, or
  By phone or SMS, or
  A previously agreed password/passphrase

Transferring of Data
Acceptable Methods of Data Transfer:
- Secure File Transfer Protocol (sftp) – tcp port 22.
- HTTPS – tcp port 443.
- Suitable access controls in place

Handling of Data
- Ipsos has in place documented information labelling and handling procedures, that must be followed by all employees.
- Only those staff assigned to a specific project for which the sample is intended may handle/ have access to the Client Personal Data.

Storage of Data
- Client Personal Data is stored on a server that is physically secured and is only accessed by authorized staff. Ipsos stores Client Personal Data on a server that is protected behind a firewall and that is properly patched with the latest OS and Security patches.

Data destruction process

Ipsos assures that:
- Working storage media will either be wiped, shredded, stored or degaussed;
- Non-working storage media will be stored securely and shredded.
- Industry best practice standards to be used.

Data Breach Procedure

In the event that any Personal Data supplied to Ipsos by Client is accidentally or unlawfully destroyed, lost, altered, or an unauthorised disclosure or access to Personal Data occurs, Ipsos will carry out the following incidence response as soon as they become aware:
- Ipsos shall notify the Client of the breach.
- Ipsos will immediately launch an investigation into the data breach in line with its documented Personal Data Breach Procedures.
- Ipsos will co-operate with the Client in the investigation and will share all relevant system logs and evidence with the Client.
- The investigation will include root cause analysis and recommendations for improving Information Security in order to prevent future incidences; this will be included in the final Personal Data Breach report.

Access Management
- Ipsos uses authentication and authorization technologies for service, user and administrator level accounts.
- Ipsos ensures that IT administrators are provided and using separate and unique administrator accounts that are only used for administration responsibilities. Non-administrator tasks are always performed using non-administrator user accounts.
- Ipsos has a password policy and other standards in place.

Vulnerability Testing
- Ipsos ensures that infrastructure, network and application vulnerability assessments are periodically conducted and follow industry acceptable vulnerability management practices

Information Security Incident Management
- Ipsos ensures access and activity audit and logging procedures, including access attempts and privileged access, exist.

- Ipsos ensures that logging includes all facility, application, server, network device and IDS/IPS logs are centrally managed and maintained.
- Ipsos ensures that security incident response planning and notification procedures exist to monitor, react, notify and investigate any incident related to Ipsos assets.

Schedule 3 - Joint Controller Allocation of Responsibilities

Activity	Responsibility for making policy and decisions	Responsibility for implementing policy and decisions
Legal basis for Processing of personal data and of special categories of personal data (if any) (Article[s] 6, 9 and 10)		
Purposes for which Personal Data may be collected (Article 5(1)(b))		
Data minimisation (Article 5(1)(c))		
Data accuracy (Article 5(1)(d))		
Data storage limitation (Article 5(1)(e))		
Integrity and confidentiality (Article 5(1)(f))		
Accountability (Article 5(2))		
Information notices (Articles 13 and 14)		
Data subject rights (Articles 15 to 22)		
Data protection by design and default (Article 25)		
Appointment of processor (Article 28)		
Records of Processing activities (Article 30)		
Co-operation with Supervisory Authority (Article 31)		
Security of Processing (Article 32)		
Notification of data breach (Articles 33 and 34)		
Impact assessments (Articles 35 and 36)		