

1. DEFINITIONS

In these conditions: -

Affiliate means in relation to a party to this Agreement, any corporation or other entity that controls, is controlled by, or is under common control with, a party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls 50% or more of the voting securities or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity.

Agreement means an approved Proposal governed by these Terms.

AI System(s) means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments and which may be Supplier's or a Supplier Group Company's own proprietary AI system, or may be an AI System licenced by a third-party provider and for the purposes of this Agreement excludes any general-purpose AI models. An AI System includes but is not limited to; Generative AI, LLM's and Machine Learning.

Background IP means any Intellectual Property Rights other than the Foreground IP that arises or is obtained or developed by Supplier and/or third parties and which may be developed independently of the Services and includes, any of the following, whether created before, during or after the Agreement: methods and systems Supplier uses to provide the Services, including without limitation: Simulators, research, and methods of process or questioning, research products, sample or panel database(s), systems of analysis, observation, raw data, questions or questionnaire forms, and completed questionnaires, as well as all computer software or programs, models or systems, and analysis, used in Supplier's performance of the Services, whether or not such methodologies or software are patentable or copyrightable.

Change means a change to the scope of the Services set out in the Proposal.

Change Request means a request by a party for a Change.

Client means any person or organisation receiving the Services pursuant to and named in an applicable Proposal.

Client Content means all data and copyright material, in any media or format, supplied by Client under the Proposal (which may include Personal Data supplied by Client to Supplier for performance of the Services).

Client Personal Data has the meaning given to it under clause 15.1 below.

Completes means a completed Survey (and associated Survey responses) finished by a Survey Respondent who has successfully answered the entire questionnaire, regardless of the answers given, and where the Respondent has not been Screened Out.

Control means the ownership of an entity, or the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and the expression change of control shall be construed accordingly.

Confidential Information means information which is disclosed or provided (whether orally, in writing, graphically, electronically or by any means) by Disclosing Party or its Representatives to the other Receiving Party or its Representatives which is of a confidential or proprietary nature or which a reasonable person would believe should be treated as such, including but not limited to research methodologies, technical information, designs, recipes, plans, programs, methods, systems, formulae, processes, technology, object code, source code, executable code, metadata, flow charts, devices, designs, machines, inventions, research or development projects, plans for future project development, financial information, sales practices, business plans, marketing and pricing plans and strategies, customers, suppliers, Personal Data and all other confidential information of every kind and character, together with any analyses, compilations, studies or other documents prepared by the Receiving Party and/or its Representatives that contain or otherwise reflect such information.

Concept Products means Client's new concepts, products, services, or designs, where such products form part of the subject matter of the Survey.

Cookie means online data collection technology.

Cookie Tracking means a service involving Client's online data collection through the deployment of Cookies on Respondent's browsers.

Credit means either (i) the Toluna Start credits paid for by the Client and deposited by Supplier directly into the Client's Toluna Start account; or (ii) GutCheck credits paid for by the Client and deposited by Supplier directly into the Client's GutCheck account.

Data Protection Legislation means the following as amended, extended or re-enacted from time to time: (i) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); (iii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); (iv) the UK GDPR; (v) the LGDP; (vi) the USA Data Privacy Laws; and (vii) all applicable local laws or regulations relating to the processing of Personal Data as contemplated under this Agreement.

Data Controller has the meaning given to it under the GDPR or applicable Data Protection Legislation.

Data Processor has the meaning given to it under the GDPR or applicable Data Protection Legislation.

Data Subject has the meaning given to it under the GDPR or applicable Data Protection Legislation.

Deliverable(s) means all materials, reports, products, study results, and deliverables developed by Supplier, its Affiliates or its agents, contractors and employees exclusively for Client as part of or in relation to the Services in any form as specified in a Proposal. Deliverables shall not include any Supplier Retained Data.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party or its Representatives.

Drop Out means a Respondent who has not been Screened Out but fails to complete the Survey.

Effective Date means the earlier of the start date upon which Supplier actually commences the provision of the Services and the date of execution of a Proposal.

Fees means the fees as set out in the applicable Proposal and in the currency specified therein.

Force Majeure Event means any acts, events, omissions or accidents beyond either of the Parties' reasonable control including but not limited to any of the following: disease, epidemic or pandemic, flood, earthquake, windstorm or other natural disaster; war; terrorist attack, civil war, civil commotion or riots; fire, explosion or accidental damage; adverse weather conditions; interruption or failure of utility service, including but not limited to electric power, gas or water; any labour dispute, including but not limited to strikes, industrial action or lockouts leading to non-performance by either of Supplier or its subcontractors.

Foreground IP means any material or information created exclusively for Client, during the course of the performance of the Services but excluding the Background IP.

Full Service means where Supplier provides Client with access to Sample Sources, programs Client's Survey, distributes invitations to the appropriate Sample Source, hosts the Survey on its network of computer servers and gathers the quantitative marketing research data and delivers the results of the Survey or study to Client in un-tabulated form.

Generative AI means an AI system that uses deep learning that is trained on large datasets to create new content, such as written text, code, images, music, simulations and videos and which makes predictions on existing data rather than new data.

Guidelines shall include any applicable Industry Standards.

Group Compan(y)(ies) for Supplier means any corporation or entity where at least 50% of the ultimate ownership interest is owned by Toluna Holdings Limited.

Incidence Rate means the ratio between the total number of Completes divided by the sum of total Completes and total number of Respondents who have been Screened Out.

Industry Standards means generally accepted professional industry standards and practices for survey research including any guidelines or codes of conduct published by ESOMAR and where applicable Market Research Society.

In-House Usage Testing (I-Hut) or Concept Testing means a Survey whereby a Concept Product is sent to Respondents at their home address, or other mutually agreeable location for product testing and the subsequent Survey responses are based on such testing.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how, tools and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

IP Claim has the meaning given to it in clause 134.

ISO 20252 means ISO 20252:2019 Market, opinion and social research, including insights and data analytics — Vocabulary and service requirements, being the international standard set by the International Organization for Standardisation (ISO), which establishes terms, definitions and service requirements for service providers conducting market, opinion and social research, including insights and data analytics.

LGDP means the General Personal Data Protection Act Law No. 13.709 / 2018 (Lei Geral de Proteção de Dados Pessoais).

LLM's means Large Language Models, a form of AI that utilises deep learning algorithms to create models that are pretrained on massive text datasets for the general purpose of analysing and learning patterns and relationships among characters, words and phrases to perform text-based tasks.

LOI means the average length of the Survey to be completed by the Respondents.

Losses means all losses, damages, liabilities, costs, expenses, fines, and penalties (including, without limitation, reasonable legal fees, and costs).

Machine Learning means a type of AI system that performs data analysis tasks without explicit instructions, such as processing large amounts of historical data, identifying patterns, and predicting new relationships between previously unknown data.

Pass-Through Services means services procured by Supplier from third-party suppliers for Client's convenience and on Client's behalf. These are mentioned as such in the Proposal. All Pass-Through Services are arranged by Supplier on an "AS IS" basis. Supplier assumes no liability relating to such Pass-Through Services. Client shall reimburse all costs for Pass-Through Services, such as honoraria, shipping & handling and product fulfilment costs. Supplier may require advance payment of costs for Pass-Through Services, which shall be itemised separately. In such a case, payment is to be made by Client immediately upon receipt of Supplier's invoice regarding such services.

Personal Data has the meaning set out in the GDPR or applicable Data Protection Legislation.

Processing has the meaning given to it in the GDPR or applicable Data Protection Legislation, and "**Process**" will be construed accordingly.

Program and Host means where Supplier programs Client's Survey, invites potential Respondents from a list provided by Client or such other third parties at Client's direction, hosts the Survey on its network of computer servers and gathers the quantitative marketing research data and delivers it to Client in un-tabulated form.

Proposal means the document (including but not limited to an order form, work order, statement of work) or online order page provided by Supplier which sets out the specification of the Services and the Fees payable by the Client to Supplier.

Receiving Party means the party receiving Confidential Information from the Disclosing Party and/or its Representatives.

Representatives means with respect to any party, any Affiliate of that party and its and their respective directors, officers, employees, independent contractors, workers, and professional advisors (including, without limitation, legal advisers, and accountants).

Respondent means a participant who responds to a Survey.

Sample User Transparency Policy means Supplier's Policy regarding transparency on Sample, applicable to Services.

Sample Only Services means where Supplier provides Client access to the Sample Sources, directs appropriate potential Respondents to Surveys programmed and hosted on Client's computer systems and servers or on the computer systems and servers maintained by others but

under Client's direction and/or control. Supplier's obligation to direct Sample to Client's Surveys is subject to its determination that it has sufficient Respondents and that it can meet the delivery and other terms established by Client, as well as Client's compliance with this Agreement.

Sample Sources means the Supplier Panels and, where applicable, Third Party Panels.

SampleXpress means the fully automated sampling tool that enables researchers to assess feasibility and launch a project in real time, such services are accessed via <https://www.samplexpress.com/>.

SCC's means the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to the GDPR in accordance with the EC Decision EU 2021/914 on 4 June 2021 (as may be amended or replaced by the European Commission from time to time).

Screen-Out(s) means those Respondent(s) that are invited to partake in the Survey but who do not meet the qualifying criteria to participate in the Survey.

Services means the services to be performed by Supplier as described in the Proposal and/or any other services available to be offered by the Supplier. If Client elects under a Proposal to procure Toluna Start, then Client shall comply with the TS Terms, if Client elects under a Proposal to procure SampleXpress, then Client shall comply with the SX Terms and if Client elects under a Proposal to procure a TS Community, then it shall comply with the TS Community Terms.

Simulator means a data-calculation worksheet or platform that facilitates scenario runs using a particular dataset (including the formulas embodied therein), incorporated into a Deliverable.

Soft Launch means where Supplier commences the field work by sending the Survey to 10%-20% of the total Respondents and then undertakes an analysis of the data in order to check if there is a match with Client expectations.

Supplier means the entity that will provide Services to Client, as stated in an applicable Proposal.

Supplier AI Tools means AI Systems made generally available by Toluna to its clients and listed at <https://tolunacorporate.com/ai-and-innovation/ai-is-everywhere/>

Supplier Panels means all panels managed, owned, and branded by Supplier or a Group Company.

Supplier Retained Data has the meaning ascribed to it in clause 13.7.

Survey means survey research and analysis of the market for a particular product or service which includes getting feedback from Respondents and completion by Respondents of market research questionnaires.

SX Terms means the terms governing the use of SampleXpress, accessed via the following link: <https://www.samplexpress.com/TermsAndConditions/>

Terms means these terms and conditions contained herein and as contained in a Proposal.

Third Party Panel(s) mean survey panels that are recruited, maintained, and/or administered by a third party with whom Supplier has a separate agreement.

Toluna Data Share Terms means the terms governing the processing by Client (whether collected directly by the Client or shared by Toluna with Client) of Personal Data concerning Respondents from Supplier Panel or from a Third Party Panel, as contemplated under sub-clause 15.4.2 below and accessed via the following link [Toluna-Data-Share-Terms_October-2025.pdf](#)

Toluna Start means Supplier's end-to-end consumer intelligence platform to conduct quantitative and qualitative research – either through self-service solutions or through Supplier's custom research programs found at <https://www.tolunastart.com/>

TS Community means an online community of Respondents hosted on Supplier's automated on-line survey and panel management platform.

TS Community Terms means the terms governing the use of any Client TS Community found at <https://tolunacorporate.com/legal/community-terms-and-conditions/>

TS Terms means the terms governing the use of Toluna Start found at <https://www.tolunastart.com/terms-and-conditions>.

UK GDPR has the meaning given to it in section 3(10) of the Data Protection Act 2018 (as supplemented by section 205(4) of that Act); and (ii) the UK (Data Use and Access) Act 2025.

USA Data Privacy Laws means any US state law concerning the processing of personal data, as implemented in the relevant US state, including, but not limited to: the California Consumer Privacy Act 2018, Cal. Civ. Code §§ 1798.100 et seq. (as amended by the CPRA) the Virginia Consumer Data Protection Act (as amended), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act and the Oregon Consumer Privacy Act, Texas Data Privacy and Security Act and Montana Consumer Data Privacy Act, Nebraska Data Privacy Act 2024 (LB 1074); New Hampshire Data Privacy Law 2024 (SB 255); New Jersey Data Privacy Law 2024 (SB 332); Oregon Consumer Privacy Act 2023 (SB 619); Texas Data Privacy and Security Act (2023 (HB 4); Utah Consumer Privacy Act 2022 (SB 227); Virginia Consumer Data Protection Act 2021 (SB 1392); Indiana Consumer Data Protection Act 2023 (SB 5); Kentucky Consumer Data Protection Act 2024 (HB 15); Maryland Online Data Privacy Act 2024 (SB 541); Minnesota Consumer Data Privacy Act 2024 (HF 4757); Rhode Island Data Transparency and Privacy Protection Act 2024 (H 7787); and Tennessee Information Protection Act 2023 (HB 1181); (when in force).

2. FORMATION OF THE CONTRACT

2.1 These Terms are the only terms governing the provision of the Services and they shall govern the Agreement to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with, or contained in any purchase order (or similar document) or acknowledgement or acceptance of Client's order by Supplier, shall form part of the Agreement and Client waives any right which it might have to rely on any such terms and conditions.

2.2 Unless otherwise expressly stated in writing, the Proposal, including all other quotations and estimates provided to Client by Supplier will not constitute an offer, capable of acceptance, but are merely invitations to treat. All quotations in respect of Fees are valid for a maximum period of thirty (30) days starting from the date of the original quotation. Notwithstanding the foregoing, Supplier reserves the right to revoke or alter any Fee quotation if, within a period of fifteen (15) days from the date of the original quotation, a currency fluctuation occurs, or the Fees are to be increased

as referred to in clause 12.11 below.

3. SCOPE OF THE SERVICES

- 3.1 The Services provided by Supplier shall materially conform with the specifications set out in the Proposal. Toluna USA Inc. is ISO 20252 certified, and all other Toluna Group Companies conduct all surveys in accordance with the requirements of Toluna quality standards, which conform in all material respects to ISO 20252.
- 3.2 In the event of a material breach of clause 3.1 Supplier shall, as Client's sole and exclusive remedy, re-perform the relevant Services (or part of them) to comply with 3.1.
- 3.3 A quality and assurance ("Q&A") procedure shall be implemented for all Surveys, which can only be bypassed upon prior written agreement between Client and Supplier. In such cases, Client is responsible for any quality issues as a result of bypassing the Q&A procedure.
- 3.4 A Soft Launch may be implemented for Services.
- 3.5 Supplier has the right to review and approve each Survey for which it supplies Respondents, although Supplier shall assume no responsibility for the legality, quality and/or contents of the Survey. Supplier reserves the right to reject any Survey on the grounds that it is too long or complex, contains profane, obscene, hateful, discriminatory, illegal, or otherwise objectionable material or breaches Supplier's privacy policy, any applicable laws, or the Guidelines.

4. DELIVERY DATES

- 4.1 Upon commencement of the project as particularised in the Proposal, Supplier shall agree a delivery date with Client. Supplier shall use reasonable endeavours to uphold the deadline, but time shall not be of the essence in this regard. Delivery dates may be subject to unforeseen circumstances and delays.
- 4.2 Where Surveys are programmed by Client and in the event of a delay caused by a malfunction of the Survey (whether appearing during the Q&A procedure, the Soft Launch or later) delivery dates may be delayed, and a revised timetable shall be agreed between the Parties.
- 4.3 The programming of non-English questionnaires shall require the formal sign-off of the English master questionnaire by Client before it can be translated. A delay in doing so may result in a delay to the delivery dates.

5. INCENTIVE PROGRAM (where applicable)

Supplier applies incentive payments at its discretion to promote Survey participation and Supplier must review and approve any such incentive payment program. Supplier reserves the right to reject any Survey, if in its opinion, the incentive offered to potential Respondents is insufficient to attract qualified Respondents. All incentive payment programs for use in connection with Supplier Respondents and/or Respondents from Third Party Panel, must be administered by Supplier. Any incentives to be paid shall be set out in the Proposal and the cost for such incentives shall become due and payable immediately upon execution of the Proposal. For the avoidance of doubt, the payment terms relating to incentives should be distinguished from the invoice(s) for the Services, which shall be subject to the payment terms set out under clause 12 herein.

6. SAMPLE ONLY SURVEYS (where applicable)

- 6.1 At the start of the project as particularised in the Proposal, Client and Supplier shall determine the exact profile of the Respondents eligible for participation in the Survey. When Supplier directs potential Respondents to Client Surveys, it shall mask their e-mail addresses and provide unique Respondent identification numbers instead. Pre-screening surveys conducted by Client shall qualify each potential Respondent within the first 10 (ten) questions. If pre-screening questions are located after the first 10 (ten) questions, this is considered "Late Screening" by Supplier and an additional 10% surcharge on top of the agreed cost per Interview (CPI) will apply to all Respondents recorded in Surveys with Late Screening. If a Respondent's profile is inappropriate, and s/he is Screened Out, s/he shall immediately be routed back to a URL designated by Supplier. All Respondents who complete a Client Survey must, at the conclusion of the Survey, be routed back to a URL designated by Supplier.
- 6.2 Where Surveys are hosted on Client's computer systems and server, Client must communicate all potential Respondents IDs and their respective questionnaire completion status (Completes, Screen-Outs and those participants who have failed to complete) to Supplier within 5 working days of project closure. If Client fails to communicate such status within such timeframe, Supplier shall pay incentives to all such Respondents and/or potential Respondents who in Supplier's reasonable opinion have completed the corresponding Survey and charge Client accordingly.
- 6.3 Client shall disclose the technical and performance specifications of the software and computer systems (including the software and computer systems of others) used to conduct the Surveys so that Supplier may determine their capacity and capability. Client will be responsible for maintaining the uptime of such software and computer systems at 99.5% at all times when Supplier is directing potential Respondents to the Surveys. Supplier reserves the right to limit the number of potential Respondents sent to Client based on its assessment of the capacity of such software and computer systems. If such software and computer systems experience any downtime or technical difficulties that result in Client's inability to accept potential Respondents, collect data, allow potential Respondents to complete Surveys or in any other way prevent potential Respondents from taking and completing Surveys (the "**Technical Difficulties**"), Client shall immediately notify Supplier so it may cease directing Respondents to Client. In any case; where Client fails to notify Supplier of any Technical Difficulty within 15 minutes of its occurrence, Client will be liable for the cost of Respondents for the entire duration of the Technical Difficulty as if eighty percent (80%) of the potential Respondents are Completes, unless the assumed Incidence Rate of potential Respondents for any Survey affected by a Technical Difficulty is greater than eighty percent (80%), then Supplier will charge Client for Respondents delivered at such higher percentage.
- 6.4 Client shall maintain a system of "real-time reporting" to allow Supplier to determine: (i) the number of potential Respondents that have been directed to each Survey; (ii) the number of Respondents not Screened-Out; and (iii) the number of Completes. Should Client's real-time reporting experience any down time or Technical Difficulties then Supplier shall have the following options: (a) to discontinue the delivery of potential Respondents to any or all of Client Surveys until the difficulties are resolved, or (b) to continue to deliver potential Respondents to Client Surveys and charge Client as if eighty percent (80%) of the potential Respondents are Completes. If the assumed Incidence Rate for any Survey is greater than eighty percent (80%), then Supplier shall charge Client for Sample delivered at the higher percentage.
- 6.5 All help requests initiated by potential Respondents must be directed to the appropriate Survey support e-mail address at Supplier; the e-mail address shall be communicated at the start of the project. Supplier shall give Client prompt notice of the help requests along with the nature

of the service issues. Client shall designate a help resource to work with Supplier to address the service issues raised by these help requests. Client shall work diligently to address all help requests and Supplier reserves the right to stop delivering potential Respondents to any and/or all of Client's Surveys until the issues which had given rise to the help requests have been resolved to Supplier's reasonable satisfaction.

- 6.6 During the term of this Agreement, Client shall develop and maintain a privacy policy and comply with its terms and all other applicable privacy laws, rules, and regulations, including the Guidelines. Client shall only disclose to Supplier Personal Data about its customers, members, and consumers in material conformance with: (i) any statement or policy that Client provides to such Data Subjects concerning the use and disclosure of such Personal Data; and (ii) all applicable laws.

- 6.7 The Supplier shall provide the Client with information relating to its Sample User Transparency Policy when available and upon written request.

7. DATA DELIVERY (where applicable)

In the case of Surveys hosted on Supplier's computer systems and servers, Supplier shall deliver the Survey results to Client in the format agreed upon in the Proposal. Should Client subsequently request the data in a different format, this shall constitute a subsequent order and shall be charged separately.

8. COOKIES AND POST TERMINATION USE OF THE SERVICES

- 8.1 Unless specifically agreed in the Proposal or otherwise agreed in writing: (i) Client shall not be entitled to place or store Cookies on any Respondent's internet browsers; and (ii) following termination of this Agreement, Client shall immediately cease to use any Respondent Personal Data (including for the avoidance of doubt any information derived from any Respondent Personal Data and any Cookie placed and/or stored on such Respondent internet browser).

- 8.2 Client shall ensure that if agreed in a Proposal or otherwise agreed in writing that Cookies may be deployed against a Respondent's internet browser that: (i) any Cookie placed or stored on a Respondent's internet browser shall expire upon expiry of the period specified in the relevant Proposal or other written agreement, or if none specified, a maximum period of one (1) year from the placement and storing of such Cookie; (ii) it shall provide Supplier with as much detail as may reasonably be requested by Supplier for the purposes of complying with Supplier privacy policies and with applicable law; and (iii) it shall ensure that the Cookie can be uninstalled by the Respondent by following the instructions provided by Client, including by Client providing the Respondent with an "opt-out cookie".

- 8.3 Client warrants, represents and undertakes that any Cookie will not: (a) infringe any copyrights, patents, trade secrets, or other Intellectual Property Rights of a third party; (b) interfere with any anti-virus or other similar software on a Respondent's computer; (c) restore any deleted HTML cookies or hinder computer browsing performance in any noticeable way; (d) collect or record URL addresses or any information that is displayed on secured web pages; (e) collect keystrokes, IP addresses or associate the data with any unique persistent identifier; or (f) collect or attempt to collect any Personal Data from any Respondent.

9. AI Systems

- 9.1 Supplier may use AI Systems in the performance of the Services for multiple purposes, including, but not limited to: (a) pre-screening sample for the detection of fraud and breach of Respondent terms; and (b) for quality checking purposes, including for coding and analysing poor quality behaviours during data collection to elicit more valuable insights; (c) general improvement of the performance of the Services and to enhance efficiency, quality and innovation in the delivery of the Services; and (d) other data analysis purposes. Such AI Systems may be Supplier own AI Systems or licensed by third-party providers in the performance of Services. Such use shall be in compliance with applicable laws and the Guidelines.

- 9.2 Notwithstanding the provisions of clause 9.1 above, where Supplier uses external third party AI Systems that involves using Client Confidential information within such AI System, it will ensure that it only uses an AI System that provides sufficient security and technical and organisational measures, designed to protect the Client Confidential information, including, but not limited to, logical separation, so that Supplier complies with its confidentiality obligations herein. Supplier does not use Client Confidential information to train any third-party AI System and Supplier enters into contractual terms with the third party provider prohibiting the use of Client Confidential information to train or improve such provider's AI Systems.

- 9.3 If agreed in a Proposal, Supplier may provide its proprietary features, which use AI Systems to send probes to Respondents to obtain more in-depth responses (verbatim) from the Respondents in quantitative and qualitative surveys and/or to derive further insights from such responses (e.g. sentiment and key themes). The verbatims and enriched responses will be comprised in the Deliverables.

- 9.4 When Client elects to procure any Supplier AI Tool(s) as Services from Supplier, Supplier hereby grants to Client a non-exclusive licence to use such Supplier AI Tool(s) for the duration of the applicable Proposal term.

- 9.5 Supplier owns all rights title and interest in any and all Background IP used within and subsisting in all the Supplier AI Tools and Client has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, or adapt the Supplier AI Tool(s) in whole or in part and Client may not use the Supplier AI Tool(s) for the purposes of creating any tool whose expression is substantially similar to that of the Supplier AI Tool(s).

- 9.6 The Supplier AI Tools are provided "AS IS" without warranty of any kind. Client acknowledges and agrees that the use and performance of the Supplier AI Tools are at Client's entire risk and in no event shall Supplier be liable for any damage whatsoever arising out of the use of or inability to use the Supplier AI Tools even if Supplier has been advised by Client of the possibility of such damages.

10. CLIENT'S USE OF THE SERVICES

- 10.1 Client shall only use the Services (including the Deliverables) for the purposes of market research and not for any other purpose, including, without limitation, marketing to, promoting to, selling to, or influencing the opinions or decisions of any Respondent. For the avoidance of doubt nothing in this clause shall prevent the Client from using the Services (including the Deliverables) to inform its marketing strategies

- 10.2 Where Supplier is performing Sample Only Services or Program and Host Services, Client shall ensure that the content of the Survey does not breach the laws of the country in which the Survey is conducted. In particular, Surveys may not contain the following: (i) any libellous or threatening content, or any which glorifies violence, nor any obscene, discriminatory or pornographic content; (ii) software, pictures of other materials which infringe the rights of a trademark or a copyright-holding third party; (iii) chain letters, publicity or any material aimed at promoting sales; or (iv) questions concerning illegal products, substances, or acts, or breaches of fair trade rules.

11. THE TERM

- 11.1 Each Proposal/this Agreement shall commence upon the Effective Date and subject to earlier termination in accordance with clause 17, shall continue until the later of the date upon which all:
- (a) Services under any active Proposal have been provided by Supplier; and
 - (b) Fees for all Services have been paid by Client and received by Supplier in cleared funds.
- 11.2 Any regular or recurring Services as may be stated in a Proposal, unless terminated with at least 6 months' notice before the end of the initial term, will automatically renew on a 12-month basis (**Renewal Term**) and will continue until terminated by Client with 6 month's written notice prior to the end of a Renewal Term.
- 12. PAYMENT OF THE FEES**
- 12.1 In consideration for the Services, Client shall pay Supplier the Fees or, if agreed by Supplier in a Proposal, Client may use Credits in place of such Fees. The Fees quoted are net of tax, which if applicable shall be charged in accordance with the tax laws of the country issuing the invoices for Supplier, which Client shall pay in full. Any withholding or service tax deducted from remittance of payments in respect of Supplier's invoices will be automatically charged back to Client.
- 12.2 The Fees for the Services are based on the specifications, LOI and Incidence Rates provided by Client, and as may be set out in the Proposal, or otherwise agreed between the parties. If the actual net Incidence Rate and/or the LOI differs from the original estimated net Incidence Rate and/or LOI, Supplier may at its option increase the price of the Survey based on the actual net Incidence Rate and LOI. Supplier shall use reasonable endeavours to report actual Incidence Rates after one night of interviewing. In the unlikely event that Supplier is unable to provide sufficient Completes, Client shall only be charged for the number of Completes performed.
- 12.3 **Modification Fee:** If Client requires changes to the Survey after the Survey has already been tested by Supplier, or after the Respondents have already been recruited according to the original specifications, Supplier reserves the right to charge for these alterations at its prevailing hourly modification fee rate. Supplier shall confirm the rate and the hours required for the changes upon receipt of the requirements from Client.
- 12.4 **On-hold Charge:** Supplier reserves the right to charge a hold charge where Sample deployment is placed on hold by Client for more than three (3) working days once Respondent selection has been executed and/or a questionnaire has been checked. If Respondents have already been deployed, all Completes achieved shall be charged to Client in addition to this.
- 12.5 **Minimum Fee:** Projects may be subject to a minimum Fee (not including expenses or incentives), as may be set out in a Proposal which shall be charged by Supplier in the event the final Fees due, based on the project volume, are less than the minimum specified fee.
- 12.6 **Over-Recruitment:** Client shall pay for the total number of Completes right up until the moment the Survey is finally closed.
- 12.7 **Drop Outs:** If, where the Survey which is hosted on Client's computer systems and servers, more than 10% of eligible Respondents are Drop Outs, it will be assumed that this is due to a technical problem on Client's side or that the questionnaire is overly complex or incomprehensible. In this case Client shall pay 50% of the price of a Complete for all Drop Outs after the first 10%.
- 12.8 Unless specifically stated otherwise in the Proposal, the Fees payable in respect of the Services will be charged 50% upon execution of the Proposal, 30% at the interim stage, and 20% upon completion of the Services. Subject to clause 12.9, Client shall pay all invoices within thirty (30) days of the date of the invoice. Time for payment is of the essence.
- 12.9 Client shall, acting reasonably and in good faith be entitled to dispute any invoice provided by Supplier by providing Supplier with notice of the dispute (including full details) within fourteen (14) days of the date of invoice, provided always that the undisputed part is paid by the due date. The Parties shall use reasonable endeavours to resolve any dispute as soon as is reasonably practicable and Client shall pay the amount determined to be payable within 7 days of the Parties reaching agreement.
- 12.10 Save in respect of a bona-fide disputed amount in accordance with clause 12.9, in the event of late payment, Supplier reserves the right to suspend or terminate the provision of the Services.
- 12.11 **Changes to the Services and Increases in the Fees.** Either party may submit a Change Request, and the Parties shall co-operate in good faith with each other, whilst discussing the scope and nature of the Change Request. Supplier shall notify Client of any additional Fees, costs, or expenses (together with the impact on any project timescales) to apply in relation to the implementation of the Change Request and with the prior agreement of Client, Supplier shall implement the Change and increase the Fees, expenses and/or costs accordingly.
- 12.12 Client shall not be entitled to set off against any amount payable under this Agreement any amount due by Supplier to Client under this Agreement or any other agreement.
- 12.13 No refunds shall be applied to Fees already paid.
- 13. INTELLECTUAL PROPERTY AND COPYRIGHT**
- 13.1 **The Foreground IP:**
- (a) The copyright in the Foreground IP shall transfer to Client when Supplier has received in full all sums due to it in respect of the Services and the Supplier hereby assigns to Client by way of present and future assignment of copyright, all right, title and interest in and to the Foreground IP.
 - (b) **Use of Foreground IP** - Client shall not (and shall procure that its Representatives shall not) use the Foreground IP or any data derived from the Foreground IP or Services in any manner which breaches any applicable law. Client shall be responsible for ensuring that any use by Representatives of the Foreground IP, data derived from the Foreground IP and the Services, complies with the terms of this Agreement.
- 13.2 **Background IP** - Supplier shall at all times retain sole and exclusive ownership of Background IP. Supplier shall own all right, title and interest in any improvements, enhancements, and adaptations of the Background IP. Supplier hereby grants to Client a revokable, non-exclusive, non-transferable, non-sublicensable (other than to Client's Affiliates) licence to use the Background IP to the extent necessary to use the Deliverables in accordance with this Agreement. Client may not reverse engineer the Background IP in any manner, nor may Client modify or reuse any Background IP in any manner other than as specifically set out in the Agreement.
- 13.3 **Client Content** - Client Content is and shall remain the property of Client (or, where applicable, the third party who owns such right, title and interest in such content) and Client hereby grants to Supplier and each Supplier Group Company a perpetual, non-exclusive licence to use

Client Content to the extent necessary to perform and improve the Services.

- 13.4 **Indemnity for third party claim on Intellectual Property Rights** – Subject to clauses 13.3 and 20, Supplier hereby indemnifies Client from and against all Losses suffered or incurred by Client arising out of or in connection with any claim brought against Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the delivery of the Services or the receipt or use of the Foreground IP (**IP Claim**).
- 13.5 The indemnity provided under clause 13.4 shall not apply to the extent that the IP Claim arises out of or results from: (a) any act or omission of Client or its Representatives which constitutes a breach of the Agreement or negligence; (b), Supplier's use of anything provided by Client or its Representatives relating to the provision of any information, including but not limited to Client Content, Intellectual Property Rights, Confidential Information or any other materials or information whatsoever; (c) any modification to the Foreground IP not carried out by Supplier; or (d) any combination of the Foreground IP with any other information not provided by Supplier. In such instances, Client shall indemnify Supplier from and against all Losses suffered or incurred by Supplier arising out of or in connection with any claim brought against Supplier for actual or alleged infringement of a third party's Intellectual Property Rights.
- 13.6 Client shall:
- (a) promptly notify Supplier of any IP Claim;
 - (b) permit Supplier, at its own cost, to conduct all negotiations and proceedings with respect to the IP Claim;
 - (c) permit Supplier to settle the IP Claim (provided any such settlement wholly and unconditionally releases Client from liability under the IP Claim);
 - (d) provide Supplier with such reasonable assistance regarding the IP Claim as is required by Supplier, subject to reimbursement by Supplier of Client's reasonable costs; and
 - (e) not, without prior consultation with Supplier, make any admission relating to the IP Claim or attempt to settle it, provided that Supplier considers, and defends any IP Claim diligently, using competent counsel and in such a way as not to bring the reputation of Client into disrepute.
- 13.7 Supplier reserves the right to process, collate, aggregate, analyse and use (for any purpose whatsoever, including for conducting analysis on industry trends and developments): (i) any location data; (ii) any traffic data; (iii) any technical device information; and (iv) any other data or information relating to or derived from the Services where that data has been anonymised prior to collation by the Supplier ("**Supplier Retained Data**"). Supplier may share such data with any third party or publicise the anonymised statistical data that results from such analysis of the information.
- 14. CONFIDENTIALITY & NON-PUBLICATION**
- 14.1 Receiving Party undertakes that it shall not at any time during this Agreement, and for a period of two years after its termination, disclose to any person any Confidential Information of the Disclosing Party or its Representatives. Receiving Party shall not use any Confidential Information of Disclosing Party for any purpose other than to perform its obligations under this Agreement.
- 14.2 Receiving Party agrees that any system or process used by it or its Representatives for (but not limited to) gathering, storing, processing, or transmitting Confidential Information shall be regularly security assessed and that if any vulnerabilities or threats that pose a risk to any Confidential Information of the Disclosing Party or its Representatives are discovered during the assessment, it shall rectify such vulnerabilities as soon as is reasonably practicable.
- 14.3 Receiving Party may disclose the Disclosing Party's Confidential Information to its Representatives who need to know such information for the purposes of carrying out the Receiving Party's obligations under this Agreement. Receiving Party shall ensure that its Representatives to whom it discloses Disclosing Party's Confidential Information comply with this clause 14. The provisions of this clause 14 shall not apply to any information that:
- (a) was publicly known and generally available to the Receiving Party or its Representatives prior to the time of disclosure by the Disclosing Party or its Representatives,
 - (b) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided such source is not known by the Receiving Party or its Representatives to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party, its Representatives, or another party with respect to such information, or
 - (c) is independently developed by the Receiving Party or its Representatives without use of the Confidential Information, as shown by the Receiving Party's or its Representatives' files and records or other evidence in the Receiving Party's or its Representatives' possession.
- 14.4 The Deliverables furnished by Supplier are supplied in strict confidence for Client's internal business use only.
- 14.5 Unless expressly approved in writing by Supplier, Client shall not (and shall procure that its Representatives shall not) use the Deliverables or any data derived from the Deliverables or Services whilst identifying Supplier as the source of the Deliverables: (i) for the purpose of supporting litigation; (ii) in any advertising or promotional copy; (iii) for supporting comparative advertising claims; (iv) for resale or syndication; or (v) for distribution to any media outlet in support of external public relations efforts, including news articles, interviews, press releases and events.
- 14.6 Client shall comply with all applicable laws and with the Guidelines in respect of its use of the Deliverables.
- 14.7 Client warrants that it will inform all persons employed by Client who have access to the Deliverables of the restrictions and obligations under these Terms.
- 14.8 Client will indemnify and keep Supplier and its employees, officers, directors and agents, and Group Companies indemnified in full, from and against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by Supplier arising out of or in connection with any breach by Client of this clause 14.
- 14.9 Each Party shall retain and keep confidential; copies of the Deliverables for two (2) years from the date of completion of the applicable Services.

15. DATA PROTECTION

- 15.1 In the event the Respondents' Personal Data for use in Surveys is from Client's own databases, which Supplier processes on behalf of Client ("**Client Personal Data**"), it is acknowledged that the Client is the "Data Controller", and Supplier is the "Processor".

15.1.1 As a Processor on behalf of Client, Supplier shall:

- (a) process any Client Personal Data in accordance with the instructions of Client, the Data Protection Legislation and / or the provisions of this Agreement, and for no other purpose;
- (b) take appropriate technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data, as well as any accidental damage, loss, or destruction thereof;
- (c) take all reasonable steps to ensure that all Supplier (and Supplier Group Company appointed) Representatives who access, or process Client Personal Data are required to maintain confidentiality;
- (d) Save as provided in Section 15.1.2 below, Supplier will not transfer any Client Personal Data outside the European Economic Area unless the following conditions are met:
 - (i) the processing of the Client Personal Data is in being performed in a territory which has been approved by the relevant data protection authorities as having an adequate protection for the privacy rights of individuals under the relevant Data Protection Legislation; or
 - (ii) the Supplier enters into SCC's with the sub processor; or
 - (iii) the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Legislation. The Supplier shall ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR.
- (e) assist Client, at Client's expense, to respond to any requests from a data subject and to assist Client in complying with his / her obligations under the Data Protection Legislation, in the field of security, notification of infringements, impact assessment and consultations with supervisory or regulatory authorities;
- (f) notify Client as soon as possible of any violation of Client Personal Data that it becomes aware of;
- (g) upon Client's written direction, Supplier will delete Client Personal Data, as well as their copies, upon termination of the Agreement, unless a law in force requires them to store the Client Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate compliance with the Data Protection Legislation.

15.1.2 Transfers of the personal data to a Supplier Group Company and non-Supplier subcontractors

- (a) **Supplier Companies:** Client acknowledges that all Client Content will be transferred to another Supplier Group Company as listed in the table below for the purposes specified therein. Each Supplier Group Company recognise that the EEA, UK, and Switzerland have established strict protections regarding the processing of Personal Data, including requirements to provide adequate protection for the processing of such Personal Data when transferred outside of those countries. To provide adequate protection for the processing of these Personal Data, Toluna SAS has entered into the SCC's with each Supplier Group Company who is located in a country which is not deemed adequate regarding the processing of such Personal Data.
- (b) **Non-Supplier Sub-processors:** Supplier undertakes to inform Client in writing in advance of replacement of any non-Supplier sub-processor listed in the table below, engagement of any new non-Supplier sub-processor or change of location of the processing by those non-Supplier sub-processors ("**Replacement**"). If Client objects to such Replacement, Client shall no later than within seven (7) days of its receipt of the notice, provide Supplier with a written explanation of the grounds of its objection. Client shall not object to changes that may be required under the Data Protection Legislation. The Parties undertake to discuss in good faith possible adjustments with the aim of enabling Client to approve any such Replacement. Should the Parties not be able to reach mutual agreement within a reasonable time, Client may without penalty terminate, upon written notice, the relevant Proposal affected by such objection. If Client does not object to the engagement of the Replacement, then Supplier is free to engage such Replacement as it sees fit. In the event of any termination under this clause 15.1.2 (b), Supplier will, as Client's sole and exclusive remedy, refund the pro rata share of the unused portion of the fees Client has pre-paid to Supplier under the applicable Proposal and with no continuing obligation for fees owed thereafter under such Proposal.

Toluna Office and third party processors	Country of processing	Services	Purposes	Mechanism for transfer under the GDPR
DPO@toluna.com Toluna USA, Inc.	USA	ALL	Hosting and back up	EU Standard Contractual Clauses
DPO@toluna.com Toluna Canada Ltd	Canada	Toluna Start (all)	Community management	Adequate country
DPO@toluna.com Toluna Technology Limited	Israel	ALL	Provision of analytics services (incl. TolunaAnalytics™)	Adequate country
DPO@toluna.com Toluna Romania Srl	Romania	ALL	Support and maintenance	Member of the EU
DPO@toluna.com Toluna India Pvt Limited	India	ALL	Support and Maintenance	EU Standard Contractual Clauses

Toluna Office and third party processors	Country of processing	Services	Purposes	Mechanism for transfer under the GDPR
https://aws.amazon.com/contact-us/compliance-support/ AWS and its affiliates https://aws.amazon.com/compliance/gdpr-center/	USA and/or Ireland	Toluna Start diy (USA) Toluna Start Managed communities (Ireland)	Cloud Hosting and back up services for Supplier	EU Standard Contractual Clauses, adequate country and/or member of the EEA
Forsta (formerly Confirmit) and its' affiliates https://www.confirmit.com/compliance/	UK, Germany, Norway, Sweden, Bosnia and Herzegovina, Australia, Canada and USA	Full Service, sample, Program & Host	SaaS for market research surveys. Providing Support Services and any associated and ancillary services to Supplier.	EU Standard Contractual Clauses, adequate country and/or member of the EEA
FORSTA ENGAGE THE FOLLOWING SUBPROCESSORS				
Rackspace and its affiliates https://www.rackspace.com/gdpr	UK, USA, Australia and Switzerland	Full Service, sample, Program & Host	Cloud hosting and back up services for Forsta (Confirmit)	EU Standard Contractual Clauses and/or adequate country,
https://aka.ms/privacyresponse Microsoft and its affiliates https://azure.microsoft.com/en-gb/explore/trusted-cloud/privacy/	USA	Full Service, sample, Program & Host	Cloud hosting and back up services for Forsta (Confirmit)	EU Standard Contractual Clauses.
Zendesk and its affiliates https://www.zendesk.co.uk/trust-center/	USA	Full Service, sample, Program & Host	Technical Support for Forsta (Confirmit)	EU Standard Contractual Clauses.
Twilio and its affiliates https://www.twilio.com/en-us/gdpr	USA	Full Service, sample, Program & Host	Customer service email for Forsta (Confirmit)	EU Standard Contractual Clauses.

15.2 Each party shall comply with the provisions of the Data Protection Legislation.

15.3 Client will not use the Services or Respondent Personal Data:

- (a) to send commercial, or marketing e-mails or unwanted invitations;
- (b) to request particular categories of Personal Data from the data subjects and / or disclose them to third parties;
- (c) to request, collect, store and / or disclose credit or social security card numbers of Respondents or violate one or more Data Protection Legislation;
- (d) to communicate any message or document deemed offensive, abusive, harassing, threatening, indecent, obscene, racially, ethnically or otherwise, hateful, deviant, defamatory, slanderous or otherwise unlawful;
- (e) in a manner constituting a violation of any Intellectual Property Rights of a third party;
- (f) to train any AI Systems of whatever nature and if agreed in writing that Client may use an AI System using Respondent Personal Data, Client will agree contractual terms with its' third-party AI System provider prohibiting such provider from using such AI System to train or improve the third-party provider's own AI Systems;
- (g) in any way constituting a violation of any applicable laws, rules or regulations, including, but not limited to, any Data Protection Legislation; or
- (h) in a manner constituting or encouraging conduct that is considered to be a crime or a civil offence by law and regulation in force.

Client will ensure by way of a written contract that any third parties to whom it sub-contracts any portion of the Services or discloses any Respondent Personal Data (including any sub-processors) comply with the terms of this clause 15.3.

15.4 **Respondent Personal Data:**

15.4.1 Client acknowledges and agrees that Supplier shall not be required to disclose the identity of Respondents or any Respondent Personal Data

to Client, except in specifically described research situations, such as validation or modelling and in such circumstances, only with the Respondent's explicit consent, as may be permitted by and in accordance with the applicable laws and the Guidelines and as agreed in advance in the Proposal. In addition, if Client attends a research interview (including, but not limited to a live interview or other recorded event), the Client shall only observe such interview if it has received the additional, informed consent of the Respondent). Client shall not use or allow any portion of the Services (including the Deliverables) to match or link with any other data Client or third party may have or acquire, where such matching or linking will enable a Respondent to be identified or re-identified, in particular, Client shall ensure that the Respondents' identity cannot be inferred via deductive disclosure (for example, through cross-analysis, small samples or in combination with other data such as client's records or secondary data in the public domain).

- 15.4.2 **Personal Data about Respondents from Sample Sources:** Notwithstanding the provisions of clause 15.4.1, if agreed in an applicable Proposal that Supplier shall disclose Personal Data from the Sample Sources to Client or allow the collection of such Personal Data by Client (whether incidentally or intentionally), the Toluna Data Share Terms shall apply with respect to the processing of such Personal Data by Client, or its processors. Notwithstanding the foregoing, (i) Client shall not allow another data controller to process such Personal Data for any reason whatsoever, unless agreed in writing with Supplier; and (ii) Client may only process the categories of Personal Data listed in the Toluna Data Share Terms for the Purposes specified therein. For the avoidance of doubt, Client shall not collect any Personal Data not listed in the Toluna Data Share Terms or use those Personal data for any other purposes not specified therein ("**New Proposed Use**"). Any New Proposed Use, if agreed in a Proposal between the parties shall be subject to separate terms under a Toluna Data Share Agreement.
- 15.4.3 **IP address collection:** if agreed that Client shall collect the IP address of any Sample Sources, Client may store the IP address for up to 3 years in combination with gender, location, marital status and age of the Sample Sources for the purposes of fraud detection and/or quality checks in line with standard market research practice, PROVIDED THAT: if Client collects and stores IP addresses of any China located Sample Sources, it shall not store such personal data in combination with any other data whatsoever and shall in any event, store the IP addresses for maximum period of three (3) months, following which, Client shall permanently delete such data, including in any backups.
- 15.4.4 Client shall indemnify Supplier against any claims, losses, damages, costs (including all legal fees) and expenses ("**Losses**") incurred by or awarded against Supplier arising out of or in connection with any breach by Client of this clause 15, except to the extent that such Losses have arisen out of any negligence or wilful default of Supplier.

16. LIMITATION OF LIABILITY

- 16.1 Nothing in this Agreement excludes or limits the liability of the Supplier in respect of:
- (i) death or personal injury caused by its negligence (including negligence of its employees, agents or contractors);
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) liability which may not otherwise be limited or excluded under applicable law.
- 16.2 Subject to clause 16.1, Supplier's aggregate liability, under or arising out of this Agreement and whether arising from breach of contract, tort (including but not limited to negligence), breach of statute, misrepresentation or otherwise shall not exceed the value of the Fees set out in the Proposal as having been actually paid by Client to Supplier in the 6 months immediately prior to which the incident giving rise to when the claim first arose.
- 16.3 Supplier shall not be liable under or arising out of this Agreement and whether arising from breach of contract, tort (including but not limited to negligence), breach of statute, misrepresentation or otherwise for any: (a) special, indirect or consequential loss; (b) pure economic loss; (c) loss of profits or revenue; (d) loss of contracts; (e) loss of business; (f) loss of data; or (g) loss of goodwill.
- 16.4 Except as expressly provided in this Agreement (and so far as is permitted by applicable law), Supplier excludes all representations and warranties, express or implied (including but not limited to any warranty as to satisfactory quality, or fitness for a particular purpose); and without limiting the generality of the foregoing, Client expressly acknowledges and agrees that Supplier provides no warranty in relation to the Survey response rates or results that may be obtained from the Services. All figures contained in Supplier reports that are estimates derived from Surveys should be viewed as subject to the normal limits of survey error. Supplier does not predict or assure any particular substantive results of its research in advance, nor does Supplier accept any liability for: (a) Client's interpretation of the Deliverables or of other data furnished to Client by Supplier; (b) any errors caused by errors in data provided by Client to Supplier; or (c) resale of survey results or other data by Client.
- 16.5 Supplier shall in no way be liable for any copyright infringement or a breach of confidentiality by a Respondent, Client acknowledging that Supplier enters into standard terms of membership and use with its Respondents that prohibit any such infringement or breach.

17. TERMINATION & CONSEQUENCES

- 17.1 Either party shall be entitled to terminate the Agreement forthwith by notice to the other if the other party: (i) is in material breach of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy the breach within thirty (30) calendar days of receipt of written notice setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement; (ii) becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade, or on the occurrence of any event analogous to the above in another jurisdiction.
- 17.2 Upon termination of the Agreement for any reason, all Fees stated in an invoice and in any applicable Proposal shall immediately become payable.
- 17.3 The termination of the Agreement shall be without prejudice to the accrued rights and liabilities of the Parties. The provisions of clauses 1, 12, 14, 15, 16, 17, 18, 19, 20 and 21 shall survive termination of the Agreement.
- 17.4 Unless otherwise agreed in the Proposal, Supplier shall keep all copies of Deliverables for a period of up to three (3) years following completion of the Service in question and any Client provided personal data collected or held by Supplier pursuant to a Service for a period of up to one (1) year following completion of the Service in question.

18. NON-SOLICITATION

Client shall not, for a period of twelve (12) months from the Effective Date, directly or indirectly solicit or entice away (or attempt to solicit or

entice away) from the employment of the Supplier or any Group Company, any employee, worker, or independent contractor of those parties. Client shall not be in breach of this clause 18 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the Supplier or Group Company. If Client commits any breach of this clause 18, Client shall, without prejudice to any other rights or remedies of the Supplier, on demand, pay to the Supplier a sum equal to twelve (12) month's basic salary that was payable by the Supplier to that employee, worker or independent contractor plus the recruitment costs incurred by the Supplier in replacing such person.

19. NO RECRUITMENT

Client acknowledges that Supplier and its Group Companies have spent significant time and resources recruiting individuals who have met necessary or desirable verification requirements and have been selected to join or opted into the Supplier Panels ("**Panel Members**") and that the Personal Data of any Respondents or Panel Members is the Confidential Information of Supplier or a Group Company. Unless specifically agreed in a Proposal, Client shall not recruit, or attempt to recruit any Respondent (or potential Respondent) or Panel Members from the Supplier Panels, into any panel, community or group of individuals, online or off-line, or take any action that would allow Client to contact, or allow any other party to contact any Respondent (or potential Respondent), or recruit him/her for any other market research activities, or any other activities at any time in the future. If Client is in breach of this clause 19, Supplier shall charge Client a one-off fee of five (5) times the Fee per Respondent (or potential Respondent) or Panel Member as set out in the Proposal. The Parties each acknowledge and agree that such fees are reasonable and proportionate, are not a penalty, but are necessary to protect Supplier's legitimate interest.

20. I-HUT/ CONCEPT TESTING (where applicable)

20.1 If Supplier is to disclose to any Respondent any Confidential Information belonging to Client for the performance of the Services (hereinafter "**Disclosure**"), Client agrees that Supplier will not assume any liability with respect to such Disclosure, and expressly waives any right, remedy or claim that Client may have against Supplier for any claim, expense, or damage resulting from such Disclosure.

20.2 If Client provides Supplier with Concept Products intended to be examined, tested, or used by any Respondent, Client shall indemnify and defend Supplier against any complaint, recourse, loss, prejudice, costs or claim for damages, interest resulting from the use, examination or testing of such goods or products, including in the event of death, injury to persons or property or violation of law, whether Client for this purpose is the manufacturer, distributor, or agent thereof. If Supplier is required to transport or deliver (or cause to be transported or delivered) such goods or products, then Client shall bear the risk of loss, theft or damage during transportation or delivery.

21. MISCELLANEOUS

Authority: Each party hereby represents and warrants to the other party that it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or breach of any contract or agreement with any third party.

Assignment: Client may not assign its rights or delegate its duties under this Agreement either in whole or in part, and any such attempted assignment or delegation shall be void. **Force Majeure:** Neither party shall be deemed in default of the Agreement to the extent that performance of its obligations (excluding any payment obligations) or attempts to cure any breach are delayed, restricted, or prevented by reason of any Force Majeure Event. **Waiver:** The failure of either Party to seek relief for the other party's breach of any duty under this Agreement shall not waive any right of the non-breaching party to seek relief for any subsequent breach. **Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the other provisions shall remain in full force and effect.

Contracts Rights of Third Parties: A person who is not a Party to this Agreement shall not have any rights to enforce any term of this Agreement. **Entire Agreement:** Each party to this Agreement acknowledges that this Agreement constitutes the entire Agreement of the Parties with regard to the subject matter addressed in this Agreement, that this Agreement supersedes all prior or contemporaneous agreements, discussions, or representations, whether oral or written, with respect to the subject matter of this Agreement. Each Party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein. **Captions and Headings:** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement. **Governing law and jurisdiction:** Unless stated otherwise in a Proposal, this Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales. The Parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

