



# Terms and Conditions

## (Provision of Services to Clients)

### 1. The Contract

- 1.1 These terms and conditions including any addenda hereto (“**Terms and Conditions**”), together with the agreed proposal or scope of work, which sets out the details of the services we will perform for you and the fees payable (“**Proposal**”), forms the basis of the contract between [Insert the full company name] a company incorporated in [XXXXXXXXXX] with company number [xxxxxxx] and its registered office at [insert registered office address] (“**Firefish**” “we”, “us”, “our”, which references shall also include references to other members of our group of companies, where applicable), and [Insert the full company name] a company incorporated in [XXXXXXXXXX] with company number [xxxxxxx] and its registered office at [insert registered office address] (the “**Client**”, “you”, “your”).
- 1.2 The contract consists solely of these Terms and Conditions and the Proposal, which should be read together as one document. These Terms and Conditions apply rather than the Proposal if there is any inconsistency between them. By accepting the Proposal or otherwise providing written confirmation to us to commence a project, you are deemed to have accepted these Terms and Conditions.
- 1.3 Variations to the contract, including, for example, if you change your mind as to the scope of the work, specific project requirements or objectives, timescales and/or any assumptions detailed in the Proposal, are only effective if they are agreed in writing by both parties. These may result in changes to our fees and third-party costs as well as to the project timetable and/or the research approach or methodologies.
- 1.4 Any reference in these Terms and Conditions to matters which must be agreed in writing includes email and digital signatures unless otherwise stated in the relevant provision.

### 2 The Services

- 2.1 In consideration of payment of sums set out in the Proposal and under this contract (“**Fees**”), we shall provide the services (“**Services**”) and any related work product or deliverables (“**Deliverables**”) that are set out in the Proposal. We have the right to make changes to the Services that are necessary to comply with applicable laws and regulations, or which do not materially affect the nature or quality of the Services and we shall notify you of any such changes.
- 2.2 In order to provide the Services, we may engage carefully selected, third-party service providers, including, without limitation, recruiters, design agencies, software providers and other research partners and suppliers (“**Third Party Providers**”). You acknowledge that third parties are not under our direct control and it is not always possible to negotiate their standard contract terms. Therefore, we cannot guarantee that our contracts with Third Party Providers will exactly match the terms of this contract, and we will only be liable to you in respect of losses sustained as a result of the acts or omissions of our Third Party Providers to the extent that we are able to recover those losses under our contract with them. You also acknowledge that we may be bound by specific terms including relating to service levels, rights of amendment, omission, cancellation, liability and other terms imposed by our Third Party Providers, and you in turn agree to comply with those provisions as if they formed part of this contract.
- 2.3 We will use reasonable skill and care in providing the Services but you acknowledge and accept that:

- 2.3.1 the nature of our Services involves reference to and reliance upon information and data supplied by research participants and other third parties and we make no warranties in respect of such information whether as to accuracy, legality, non-infringement or otherwise;
- 2.3.2 we make no warranties and hereby disclaim any liability in respect of survey data, as the response rates to surveys/questionnaires cannot be predicted or guaranteed as they are subject to the limits of statistical errors and rounding up or down, and to changes in market conditions; and
- 2.3.3 the results of the Services and any Deliverables are prepared for your internal reference, research and strategic planning purposes only and we make no warranties and disclaim any liability for these, including that the results of the Services or any Deliverables will meet with your requirements or intended purposes.

It is your responsibility to ensure that the appropriate stakeholders in your business are comfortable with these risks.

- 2.4 The findings from the Company's research may only be published, used or quoted publicly, with our prior written approval and provided that the findings and work are attributed to the Company. If such findings publicly disclosed by you are incorrect, distorted or incomplete in Company's opinion, Company shall have the right, without being in breach of any other provision hereunder, to make its own release of any or all study findings necessary to make clarification.

### 3 Co-operation

- 3.1 You warrant that you are authorised to enter into this contract and that the person signing it has authority to do so on your behalf. You are responsible for:
  - 3.1.1 meeting any dependencies set out in the Proposal and fulfilling any specific responsibilities which are identified in the Proposal as your responsibilities;
  - 3.1.2 providing us with all documents, information, materials (including, where applicable, samples, products, test materials and prototypes) (together "**Client Materials**") and approvals needed by us for the Services, in a timely manner and in the format requested by us;
  - 3.1.3 insuring any products, samples, test materials and prototypes used in the Services against accidental loss or damage, from the date of commencement of the Services until the date of their disposal or return to you by us in accordance with this contract;
  - 3.1.4 ensuring compliance with any applicable legislation or regulation in respect of your products, services and/or Client Materials;
  - 3.1.5 any contribution to the activity by you or any third party acting on your behalf;
  - 3.1.6 your reliance on any advice, information or research results we give to you;
  - 3.1.7 any risk that we notify to you and you accept; and
  - 3.1.8 any Client Materials provided by you and/or any materials approved by you for publication or distribution, and you will indemnify us in respect of any loss, liability, costs, expenses (including legal costs) or damages incurred by us as in connection with such materials when used in accordance with this contract and your instructions (except to the extent that we have contributed to that loss as a result of our own negligence).
- 3.2 We accept no liability in respect of any failure or delay on our part in providing the Services resulting from any failure on your part or on the part of any third party acting on your behalf to comply with your obligations under this contract and additional charges may apply in such circumstances.

### 4 Fees and third party costs

- 4.1 Our Fees and estimated outside costs are set out in the Proposal. Any other fees or costs will be approved by you on a case-by-case basis before we incur them.



- 4.2 Unless otherwise agreed in writing, all Fees will be invoiced in full upon acceptance of the Proposal and, subject to clause 5.2, any third party costs will be invoiced monthly. We reserve the right to charge you and you shall reimburse us for all supplementary costs and expenses such as hotel, travel and subsistence costs and costs of stimulus material (including the cost of any copies of such materials plus our handling fee of 10%).
- 4.3 All sums payable under this contract shall: (i) be paid in GBP sterling, unless a different currency is stated in the Proposal; (ii) be exclusive of VAT or other added tax, and you shall in addition pay an amount equal to any VAT or added tax chargeable on those sums on delivery of a relevant invoice; and (iii) be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4 Our costs are based on the prevailing exchange rate on the date of acceptance of the Proposal. If the exchange rate fluctuates more than +/- 3% between that date and the invoice date, we shall be entitled to adjust our invoice accordingly.

## 5 Terms of payment

- 5.1 All invoices must be paid in full in the currency set out in the Proposal within 30 (thirty) days of the date of the invoice, or such other period as may be set out in the Proposal.
- 5.2 Where our suppliers require payment in advance or at various stages of the project, you agree to pay our invoices immediately upon presentation provided we have sought your approval to such arrangements, and we reserve the right to be put in funds in advance by you whenever substantial advance payments or financial commitments are required on your behalf.
- 5.3 If payment is overdue, we have the right (in addition to any other right we may have) to stop all further work and/or charge interest at an annual rate of 4% above the base rate of the Bank of England on overdue sums, accruing on a daily basis from the date on which payment became overdue up to the date on which we receive the full outstanding amount together with all accrued interest. If you fail to pay any Fees when due, in addition to any other rights or remedies available to us, we shall have the right to suspend performance of the Services upon five (5) days' notice to you, such performance not to be reinitiated until you have paid all such overdue amounts in full.
- 5.4 If you have instructed us on behalf of a third party, we will hold you, and not the third party, responsible for our fees, and payment is not dependent on you receiving payment from the third party.

## 6 Intellectual property rights

- 6.1 Provided that we have received payment in full from you of all Fees and any other costs and expenses owed to us, and subject to our rights and those of any third parties as set out below, we hereby assign to you by way of present and future assignment of present and future rights, all copyright and other intellectual property rights that we own in any Deliverables created by us on a bespoke basis for you and which are in final form.
- 6.2 Ownership of materials and data sourced from third parties ("**third party content**") remains with the relevant third party. All third party content which we may incorporate into any work we carry out for you is intended to be used for your own internal reference, research and strategic planning purposes only. As such, we will not routinely acquire any licences or consents in respect of the use of third party content and it is your responsibility to obtain any necessary consents and licences which you may need in order to use third party content. If you request us do so in writing prior to the start of a project, and we agree to do so in the Proposal, we will, at your pre-agreed cost, use reasonable efforts to obtain appropriate licences and consents for you in respect of any third party content which is incorporated in any Deliverables for such purposes and on such terms as you may approve. In the event that you continue to use such third party content beyond any specified licence term or you use (or authorise others to use) the third party content outside of the scope of the licence or its restrictions, you will be responsible and liable for any fees, charges, interest or penalties payable to the licensor and shall indemnify us against any loss, damages, costs or compensation in respect of such unauthorised use.



- 6.3 Notwithstanding any other provision in this contract, we retain all rights, title and interest in the ideas, methodology, analytical techniques, models, software, proprietary tools and applications and other know-how owned or developed by us either before or during our work for you (“**background rights**”) and nothing in this contract shall restrict our use of our background rights. You may use our background rights which have been incorporated into the work we have produced for you to enable you to use the work for the purposes anticipated by the Proposal, but you will not disclose our background rights to any of our competitors.
- 6.4 You warrant that any Client Materials supplied by you and their use by us in accordance with this contract, will not infringe the intellectual property rights or other rights of a third party, and you will indemnify us against any loss, damages, costs and expenses or other claims arising from any claim of infringement by a third party.
- 6.5 We may use any materials created by us for you and refer to work carried out by us for you for the purpose of promoting our business.

## 7 Confidential information

- 7.1 Neither you nor we shall, during or after the term of the contract disclose without the other's prior written permission any confidential information concerning the other's business, its business plans, know-how, pricing, customers, clients or associated companies (“confidential information”). For the avoidance of doubt, the restrictions in this clause shall not prevent: (a) the disclosure or use of confidential information in the proper performance of our Services; (b) the disclosure of confidential information if required by law; or (c) the disclosure of confidential information which has come into the public domain otherwise than through unauthorised disclosure.
- 7.2 You acknowledge that nothing in this contract shall affect our right to use as we see fit any general marketing or intelligence gained by us in the course of our appointment.

## 8 Data Protection

- 8.1 Each of us agrees to comply with the requirements of all relevant privacy and data protection legislation in force from time to time in respect of our obligations under this contract.
- 8.2 If the activity set out in the Proposal requires either party to share personal data with the other where each of us acts as a data controller (including as joint controllers), the data controller terms and conditions (“**Controller Terms**”) attached as an addendum hereto shall apply.
- 8.3 You acknowledge and agree that any data (including personal data obtained by us from individuals who take part in research projects (“participants”) and incorporated in Deliverables made available to you (including recordings, videos or other materials) is strictly confidential and is for research purposes for use in your internal business only and shall be used by you strictly in accordance with the permissions granted by the participant at the point the data was collected. You further acknowledge and agree that you shall not attempt to gain access to participant contact details or to contact, directly or indirectly, participants unless expressly agreed in writing with the applicable participant(s).

## 9 Liability

- 9.1 We warrant that we will act at all times in accordance with all applicable laws, regulations and industry standards which are relevant to the Services that we provide under a Proposal. We shall not be required to comply with, nor be liable in respect of, any instructions that you may give us which may result in us breaching any applicable laws, and any refusal on our part to comply with such instructions shall not affect your obligation to make payment to us of all sums due and owing to us under the contract.
- 9.2 Nothing in this contract shall exclude or limit either party's liability for fraud or for death or personal injury arising from its negligence, or for any other liability which cannot be excluded or limited as a matter of law. Subject to this, our liability to you (in contract, tort (including negligence), strict liability, under any indemnity, or otherwise) is limited to the total fees (excluding third party costs) actually paid to us in respect of the relevant project in the 12



month period immediately prior to the event giving rise to liability, and we shall not be liable for any of the following categories of loss, irrespective of how they arise and whether or not they are foreseeable, caused by tort (including negligence), breach of contract or otherwise:

- 9.2.1 any liability for any loss of actual or anticipated income or profits, loss of contracts, loss of reputation, loss of revenues or loss of corruption to data; or
- 9.2.2 any special, indirect or consequential loss or damage of any kind.
- 9.3 This contract states the full extent of our obligations and liabilities in respect of the Services and Deliverables. Any condition, warranty, representation or other term concerning our work and/or the performance of the Services and/or the Deliverables which might otherwise be implied into or incorporated into the contract, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

## 10 Termination, Cancellations and Suspensions

- 10.1 Unless different arrangements are set out in the Proposal, once a project having a duration of less than three months has been approved and work has started, our Fees and all approved third party costs, will remain payable in full even if you elect to suspend or cancel the project.
- 10.2 Subject to clause 10.1, either party may terminate the contract, either in whole or in relation to a specific Proposal, by giving no less than sixty [60] days' notice in writing to the other party at any time, unless the Proposal states otherwise. All of the parties' rights and obligations under the contract shall remain in full force and effect during the notice period, including your obligation to pay the Fees and any approved third party costs in full (subject to our reasonable efforts to mitigate these) up to the effective date of termination, even if you ask us to stop work prior to such date.
- 10.3 The contract may be terminated by either party without prejudice to its other rights by immediate notice in writing in the event of:
  - 10.3.1 a material breach by the other party of its obligations hereunder (including payment obligations), provided that in the case of a breach capable of remedy, the party not in breach has given the other party not less than fifteen working days' notice to remedy the breach and the other party has not done so; or
  - 10.3.2 the other party becoming insolvent entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver, administrator or administrative receiver appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt; or ceasing or threatening to cease to carry on business; or any event occurring, or proceeding being taken in any jurisdiction that has an effect equivalent or similar to any of the events referred to in this clause.
- 10.4 On any termination or expiry of this contract:
  - 10.4.1 all existing Proposals shall terminate automatically (but termination of one Proposal will not affect any other Proposal);
  - 10.4.2 you shall pay to us all of our outstanding unpaid invoices and interest and we may submit an invoice for all Fees, costs and expenses due up to the date of termination or expiry in respect of which the invoice has not yet been submitted, which shall be payable immediately on receipt of invoice;
- 10.5 The following clauses shall continue in force: clauses **Error! Reference source not found.**, 2.3 and 2.4 (The Services), clause 3 (Cooperation), clause 6 (Intellectual Property rights), clause 9 (Liability), clause 7 (Confidential information), clause 8 (Data protection), clause 10.4 (Consequences of termination), clause 12.1 (Notices), clause 13 (Governing law and jurisdiction) and any other clauses that by their nature are intended to survive termination.
- 10.6 Termination or expiry of contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date





of termination or expiry.

## 11 Force majeure

- 11.1 Neither party will be in breach of the contract or otherwise liable to the other party if performance of its obligations (other than payment obligations) is prevented, hindered or delayed as a result of any event which is outside its reasonable control (including Covid-19 or other communicable disease), even if it was foreseeable (a “**force majeure event**”).
- 11.2 If it becomes necessary to postpone, cancel, relocate or otherwise make any material change to the Services as a result of a force majeure event then we shall be entitled to recover from you any unavoidable additional costs incurred by us which are directly attributable to the change as well as any approved third party costs and expenses that were already committed and that we are unable to mitigate. You will also pay us a reasonable fee in respect of Services carried out by us up to the date of any postponement or cancellation, and in the case of postponement, our remaining fee shall be payable in full once the activity resumes.
- 11.3 If the force majeure event continues for more than 60 consecutive days: (a) any postponed activity which has not resumed shall be treated as cancelled; and (b) either party may terminate the contract with immediate effect by giving written notice to the other party.

## 12 General

- 12.1 Any notice required under this contract must be in writing (not email) and given by hand or by post to the address given in these terms (or other address notified) for the relevant party. Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 72 hours after dispatch. Any notice sent by hand shall be deemed to have been delivered on the first working day following its dispatch.
- 12.2 This contract contains all the terms agreed between the parties and supersedes all previous agreements and undertakings between us, whether oral or written. No purchase order or other text which purports to modify or supplement the terms of the contract shall add to or vary the terms of the contract. Any purchase orders issued by you to us shall be dealt with by us for invoicing purposes only.
- 12.3 Neither party may assign the contract to a third party without the prior written consent of the other, except to an acquirer of all or substantially all of either party’s business or assets or to another member of its group of companies in the event of an internal re-organisation and the terms of this contract shall be binding upon the parties and their respective successors and permitted assigns.
- 12.4 A person who is not a party to this contract or a permitted assign under clause 12.3 above has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 12.5 You agree that during the term of the contract and for a period of one (1) year thereafter, you will not, or in association with any other person, directly or indirectly, solicit or hire our personnel, or the personnel of our group companies, who were involved in the performance of the Services. The parties acknowledge that the restrictions contained herein are reasonable but agree that if any court of competent jurisdiction shall hold such restrictions unreasonable as to time, activities, or otherwise, such restrictions shall be deemed to be reduced only to the extent necessary in the opinion of such court to make them reasonable. You acknowledge and agree that, in the event of a breach of this section, we or the relevant group company will suffer irreparable harm and that we will be entitled to seek injunctive or other equitable relief without prejudice to any of its other rights and remedies.

## 13 Law and Jurisdiction

- 13.1 This contract is governed by and interpreted according to English law.
- 13.2 Both parties irrevocably agree, for the sole benefit of Firefish that, except as provided below, the English courts shall have exclusive jurisdiction in relation to any disputes (whether contractual or non-contractual) arising in connection with this contract. Nothing in this clause shall limit the right of the Firefish to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions



preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Agreed and accepted by both parties:

**Signed for [XXXXXX] Limited**

**Signed for the Client**

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Signature

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Signature

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Print name

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Job Title

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## Controller Terms Addendum

These terms and conditions, including its Annexes (“**Controller Terms**”) form part of and are incorporated into any agreement entered into between you (“**Client**”) and Firefish for the provision of services (identified as “**Services**” or otherwise in the applicable agreement (“**Services**”)) by Firefish to Client (the “**Agreement**”) and apply to the sharing of personal data by Firefish and Client, where both parties act as a data controller (including as joint controllers). These Controller Terms do not apply to the processing of personal data by Firefish as a data processor and, in the event that Firefish were to process personal data on behalf of Client as a data processor, the parties shall agree data processor terms in compliance with data privacy laws.

### 1. Definitions and interpretation

1.1 Capitalised terms not defined in these Controller Terms shall have the meaning ascribed to them in the Agreement. In these Controller Terms, references to:

“**Affiliate**” means in respect of a party, any entity which directly or indirectly is controlled by, controls or is under common control with such party.

“**Agreement**” means any terms and conditions entered into between the Firefish and Client for the provision of the Services under which the parties process Shared Personal Data;

“**Data Privacy Laws**” means all laws applicable to any personal data processed under or in connection with the Agreement, including: (i) Regulation (EU) 2016/679, (ii) the retained EU law version of the General Data Protection Regulation 2016/679/EC (“**UK GDPR**”) and the UK Data Protection Act 2018; (iii) all associated codes of practice and other binding guidance issued by any supervisory authority or regulator; and (iv) all other equivalent legislation, all as amended, re-enacted and/or replaced and in force from time to time, and the terms **personal data**, **data controller**, **data processor**, **processing**, and **supervisory authority** shall have the same meaning as in the applicable Data Privacy Laws;

“**Firefish**” means Firefish Ltd or its Affiliate (as applicable) being the entity that has entered into the Agreement with the Client.

“**Firefish Group**” means Firefish and all its Affiliates from time to time.

“**Non-Adequate Recipient**” means a recipient of Shared Personal Data which is established in a country or territory which has not been recognised by a relevant competent supervisory authority or another competent authority (including the European Commission) as providing an adequate level of protection (as defined by Data Privacy Laws) to personal data for the transfer and further processing of the Shared Personal Data;

“**Restricted Transfer**” means a transfer of Shared Personal Data to a Non-Adequate Recipient which may be rendered permissible under Data Protection Laws where a Transfer Mechanism is validly used to make and govern the transfer;

“**Standard Contractual Clauses**” or “**SCCs**” means a set of contractual provisions approved or otherwise recognised by a relevant competent supervisory authority as enabling an international transfer of personal data to be made in compliance with Data Privacy Laws including, in the EEA, the contractual provisions found in decision 2021/914 of the European Commission (“**EEA SCCs**”) and in the UK, the ICO’s International Data Transfer Agreement and/or the ICO’s International Data Transfer Addendum to the EEA SCCs for the transfer of personal data from the UK (“**UK SCCs**”);

“**Transfer Mechanism**” means any means of transferring personal data from a data exporter to a data importer, permitted under Data Privacy Laws, including the Standard Contractual Clauses.

1.2 Except as set out in paragraph **Error! Reference source not found.** above or defined differently in these Controller Terms, defined terms used in these Controller Terms shall have the same meaning as set out in the Agreement.

1.3 To the extent of any conflict between these Controller Terms and the rest of the Agreement, the terms of these Controller Terms will take precedence.

### 2. Data Discloser / Data Recipient





2.1 Each party acknowledges that one party (the “**Data Discloser**”) may disclose to the other party (the “**Data Recipient**”) personal data (which shall be confined to the categories of information set out in Annex 1 to these Controller Terms) collected by the Data Discloser for the purposes of the provision of the Services (“**Shared Personal Data**”). Each of the Data Discloser and Data Recipient acts as a Data Controller in respect of the Shared Personal Data.

2.2 Except as expressly set out in the Annex 1 or otherwise set out in the Agreement, Client may not provide Firefish with any sensitive or special personal data that imposes specific data security or data protection obligations on Firefish, nor may it provide Firefish with any personal data other than strictly required or expressly requested by Firefish for the performance of the Services. Firefish shall not be liable for the provision of such personal data in breach of this paragraph 0 and Client shall indemnify and keep Firefish and its Affiliates fully and effectively indemnified in respect of all losses, damages, costs, charges, expenses and liabilities (including regulatory penalties imposed on Firefish or its Affiliates) resulting from any such provision.

### 3. Shared Personal Data

3.1 Each of the Data Discloser and Data Recipient shall comply with all the obligations imposed on a Data Controller under the Data Privacy Laws when sharing Personal Data with the other and shall:

- a) that it has all necessary consents and notices in place to enable the lawful transfer of the Shared Personal Data to the Data Recipient for the purposes set out in Annex 1 and as anticipated by the proposal or order document to the Agreement (“**Proposal**”) and the Data Recipient shall ensure that its Processing of the Shared Personal Data received by it complies with the permissions granted in those consents and notices;
- b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing;
- c) process the Shared Personal Data only for the purposes set out in Annex 1 or otherwise set out in the Proposal;
- d) not disclose or allow access to the Shared Personal Data to anyone other than the parties to this Agreement, the employees and professional advisors of each party, any third parties engaged to perform obligations in connection with this Agreement (“**Permitted Recipients**”);
- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement; and
- f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

3.2 In the event of inconsistency or conflict between the Data Privacy Laws or approach to compliance of one applicable jurisdiction and another, the requirements of the country that necessitates stricter or additional requirements to protect personal data shall apply.

### 4. International Transfers

4.1 Neither party shall, in respect of Shared Personal Data received by it from the other party, make a Restricted Transfer or process such data in a country which is a Non-Adequate Recipient except as necessary for the provision of the Services and unless the following conditions are fulfilled:

- i) appropriate safeguards are provided in relation to the transfer in accordance with the Data Privacy Laws;
- ii) the data subject has enforceable rights and effective legal remedies;
- iii) the transferor complies with its obligations under the Data Privacy Laws in respect of the transfer and ensures an appropriate Transfer Mechanism is put in place; and
- iv) the transferee agrees to comply with reasonable instructions notified to it in advance by the transferor with respect to the processing of the shared personal data.



4.2 If in the course of the provision of the Services, any Restricted Transfer is required between Firefish or its Affiliate (acting as an 'exporter') and Client (acting as an 'importer') or between the Client (acting as an 'exporter') to Firefish or its Affiliate (acting as an 'importer'), the parties will ensure that an agreed Transfer Mechanism will govern such Restricted Transfer(s), which may include any relevant provisions of the Standard Contractual Clauses. Where such a Restricted Transfer would result in the transfer of personal data from:

- a) the European Economic Area to a Non-Adequate Recipient outside the European Economic Area, Part 1 of Annex 2 to these Controller Terms shall apply.
- b) Switzerland to a Non-Adequate Recipient outside of Switzerland, Part 2 of Annex 2 to these Controller Terms shall apply.
- c) the UK to a Non-Adequate Recipient outside of the UK, Part 3 of Annex 2 to these Controller Terms shall apply.

4.3 Where any updates or amendments to, or replacement of, a Transfer Mechanism is approved by the competent authority/ies during the term of the Agreement ("**New Transfer Mechanism**"), the parties will work together to agree and to put in place a New Transfer Mechanism.

## 5. Assistance

5.1 Each party shall assist the other in complying with all applicable requirements of the Data Privacy Laws. In particular, each party shall, at its own cost:

- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- b) promptly inform the other Party about the receipt of any exercise of a data subject's rights under the Data Privacy Laws;
- c) provide the other party with reasonable assistance in complying with any exercise of data subject's rights under the Data Privacy Laws;
- d) not disclose or release any Shared Personal Data in response to any exercise of a data subject's rights without first consulting the other party wherever possible;
- e) assist the other party, in responding to any exercise of a data subject's rights and in ensuring compliance with its obligations under the Data Privacy Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Privacy Laws;
- g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i) maintain complete and accurate records and information to demonstrate its compliance with these Controller Terms; and
- j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Privacy Laws, including the procedures to be followed in the event of a security breach, and the regular review of the parties' compliance with the Data Privacy Laws.

## 6. Indemnity

6.1 Each party shall indemnify and keep the other party fully and effectively indemnified in respect of all losses, damages, costs, charges, expenses and liabilities (including regulatory penalties imposed a party) arising out of or in connection with a breach by such party or its sub-processor's of these Controller Terms or Data Privacy Laws.



## Annex 1 Shared Personal Data

### Part A: Personal Data Disclosed by Firefish to Client:

1. **Types and categories of Shared Personal Data:**
  - a. Name and contact details (phone and email)
  - b. Age, gender and location
  - c. Address, if any research is to be conducted in a home
  - d. Bank details for incentives paid via BACS
  - e. Audio recordings, video footage and films
  - f. Other types of personal data not listed here will be agreed on commission of each Proposal
  - g. Special Category Personal Data (which includes sensitive personal information such as health status/information, ethnicity, sexual orientation, sex life, political opinions, religious or philosophical beliefs) may be processed if necessary to fulfil the Proposal
2. **Data Subjects:** participants in market research studies carried out by Firefish on behalf of the Client.
3. **Purposes for sharing and processing Shared Personal Data:** For the purpose of Firefish providing and the Client receiving the Services as set out in each Proposal. The Client shall only process the Shared Personal Data received from Firefish, or its relevant third parties, for the purposes of receiving the benefit of the Services and such processing shall be in accordance with all applicable consents obtained in respect of such Shared Personal Data.

### PART B: Personal Data Disclosed by Client to Firefish

1. **Types and categories of Shared Personal Data**
  - a. *[insert details]*
2. **Data Subjects:** *[insert details]*
3. **Purposes for sharing and processing Shared Personal Data:** For the purpose of Firefish providing and the Client receiving the Services as set out in each Proposal. ***[Further define the purposes for which data is shared with FF by Client]***



## Annex 2: Incorporation of SCCs (C2C)

### Part A: EEA Transfers

Where the EEA SCCs are agreed as required by the parties for a Restricted Transfer, EEA SCCs are hereby deemed accepted by the parties and incorporated and read as follows:

EEA SCC clause reference	Interpretation – Controller to Controller Module 1
Clause 7 – optional docking clause	Clause is not included
Clause 9 – use of sub-processors	N/A
Clause 11 - redress	The optional paragraph within clause 11(a) is removed
Clause 17 – governing law	Irish law shall be included into Clause 17 where a Member State is required to be specified
Clause 18 – choice of forum and jurisdiction	Courts of Ireland shall be included into Clause 18 where a Member State is required to be specified
Part A, Annex I – list of parties	For transfers from Firefish to Client: Firefish identified as data exporter; and Client identified as data importer. For transfers from Client to Firefish: Client identified a data exporter; and Firefish identified as data importer.
Part B, Annex I – description of transfer	For the purpose of the Services as set out in the Proposal to the Agreement.
Part C, Annex I – competent supervisory authority	The Data Protection Commission of Ireland shall be included where a competent supervisory authority is required to be specified
Annex II – technical and organisational measures	As set out in paragraph 0 of these Controller Terms and the relevant provisions of the Agreement (as applicable)
Annex III – list of sub-processors	N/A

### PART B: Swiss Transfers

**Swiss Transfers:** Where the Swiss Federal Act on Data Protection of June 19, 1992, as amended or replaced (“**Swiss FADP**”) applies, the EEA SCCs above will apply as follows:

- a) the Swiss Data Protection and Information Commissioner is the exclusive supervisory authority;
- b) the term “member state” must not be interpreted in such a way as to exclude data subjects of Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 of the EEA SCCs; and
- c) references to the GDPR in the EEA SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.



## **PART C: UK Transfers**

Where Standard Contractual Clauses are agreed as required by the Parties for a Restricted Transfer in accordance with these Controller Terms that is subject to the Data Privacy Laws in the UK, the EEA SCCs found in PART A of this Annex 2 are incorporated, as amended by the Information Commissioner's Office International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (the "IDTA"), which is hereby incorporated into these Controller Terms as the Transfer Mechanism for any Restricted Transfers by a party from the United Kingdom to the other party as a Non-Adequate Recipient, as populated by the details set out below:

### **Part 1: Tables**

#### **Table 1: Parties and signatures**

Table 1 is populated as follows:

- The details of the Exporter and the Importer are populated with the relevant details of Client and Firefish (each as appropriate for the transfer) as described in the Agreement.
- The Key Contact for Firefish is the DPO contactable at [dataprotection@firefishgroup.com](mailto:dataprotection@firefishgroup.com). The Key Contact for Client is populated with the details of the signatory to the Agreement.
- The signatures to the Agreement to which these Controller Terms relates constitute the signatures confirming each party agreeing (for itself and, as applicable, its relevant Affiliate(s)) to be bound by the IDTA.

#### **Table 2: Selected SCCs, Modules and Selected Clauses**

Table 2 is populated as follows:

- The Approved EU SCCs, including the Appendix Information, and with only the following modules, clauses or operational provisions of the Approved EU SCCs brought into effect for the purposes of these Controller Terms.
- The modules and operational clauses in table 2 are populated with the relevant details of Part A of this Annex 2.
- For the purposes of Option 4, personal data received from the importer may be combined with personal data collected by the exporter.

#### **Table 3: Appendix Information**

Table 3 is populated as follows:

- The list of parties is populated with the details of the parties found in the Agreement (or as applicable such party's relevant Affiliate).
- A description of the transfer is populated with the details at Part A of this Annex 2.
- The technical and organizational measures are populated with the details of paragraph 00 of these Controller Terms

#### **Table 4: Ending this Addendum when the Approved Addendum Changes**

Neither party may end this Addendum as set out in Section 19 of the IDTA.

