



Firefish Group Supplier General Terms and Conditions

Definitions - the terms used in these General Terms and Conditions (“Terms and Conditions”) have the definitions set out below:

Client means a Firefish Group company which includes Firefish, The Numbers Lab and The Pineapple Lounge.

Supplier means the recruiter identified as the Supplier of the Goods or Services

Sub-supplier means any sub-contracted person, legal entity or company other than Client engaged by Supplier for the supply of the Goods or Services or part of the Services.

Services means the work to be performed by Supplier for Client as set out in the Work Order.

Goods means the tangible property delivered to Client under a Work order issued by Client.

Work Order means the project confirmation, work contract, spec, scope, timescales, deliverables, costs, special instructions and any other relevant details issued by Client.

Parties means Client and Supplier.

These Terms and Conditions apply to all requests for proposals, quotations and the supply of Services or Goods by Supplier to Client. The Client reserves the right to change or update these Terms and Conditions. These Terms and Conditions take precedence over a Supplier’s general terms and conditions, unless those terms have been explicitly accepted by the Client. In the event there is any conflict between Client and Supplier terms, the Client’s Terms & Conditions will prevail. Irrespective of whether a Supplier’s terms have been accepted by the Client, compliance with the Firefish Group Supplier Policy applies at all times.

1. Work Order

- a. Confirmation.** The Work Order will be issued by the Client in writing by e-mail, fax or as is otherwise the usual manner of the Client.
- b. Changes.** Client reserves the right to make changes in, deductions from and additions to the scope of supply under a Work Order. In the event such changes, deductions and/or additions result in a material change in the price of the Services stated in the Work Order, Parties shall negotiate in good faith a reasonable change of the Work Order which will be further accepted by the Client in writing.
- c. Termination.** Without prejudice to its right to claim damages, the Client may terminate the Work Order in part or in full with immediate effect and without compensation to or indemnification of Supplier, in the case that the Supplier has failed to comply with the Work Order. If the Work Order is terminated in full, the Supplier shall pay back to the Client all payments it has received, increased by the statutory rate of interest on the amount paid, accruing from the day on which the amount was paid to the Supplier. If the Work Order is terminated in part, the repayment obligation shall apply only insofar as the original payment(s) concern the terminated portion of the Work Order. The Client shall be entitled to carry out the agreement at the expense of the Supplier or to instruct third parties to carry out the agreement, if necessary, using the materials delivered by the Supplier, at a fee to be agreed. All claims on the Supplier that the Client may have or acquire in these cases shall become payable immediately and in full. The Client may terminate or suspend a Work Order in part or in full for its convenience by notifying the Supplier in writing, subject to reasonable notice and cause. Reasonable cause will include termination or suspension that is beyond the control of the Client but that affects the Supplier i.e. a third party who has commissioned the Client to undertake a Work Order terminates or suspends in part or full the service, work or project.

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d. Insolvency. In the event that the Supplier has ceased to pay its debts, is granted a moratorium, has filed a petition for bankruptcy, has been declared bankrupt, is in a state of liquidation, has ceased or suspended all or a substantial part of its business, is the subject of a court order or preventative legal scheme of settlement, the Client may at its option cancel the Work Order or part thereof forthwith and without compensation to or indemnification of the Supplier.

2. Prices and Payment Terms

- a. Prices.** The Supplier shall carry out the Work Order at the price(s) and currency stated in the Work Order. Unless expressly stated otherwise, prices stated in the Work Order are (i) fixed and firm, (ii) not subject to any changes, (iii) inclusive of all taxes (except VAT), duties, levies, fees and charges, (iv) inclusive of all expenses and (v) inclusive of all costs of supply of materials and other deliverables.
- b. Billing.** Unless otherwise agreed in advance, the Supplier shall submit an invoice for the full amount within four weeks of delivery of the Services. The Supplier shall submit a single invoice to the Client using accounts@firefish.ltd.uk as the address. Invoices must include the Client contact who commissioned the Work Order with the Supplier and the relevant specification/project number as applies to the Work Order.
- c. Payment.** Unless agreed otherwise, the Client shall pay the amount invoiced by the Supplier for the supplied Services by bank transfer no sooner than thirty (30) calendar days after the receipt of the invoice, provided and to the extent that the invoice is correct and not disputed.

3. Services

- a. Requirements.** The Services shall be performed by the Supplier (i) in accordance with the requirements and specifications of the Work Order, (ii) observing the exercise of that degree of skill, workmanship, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Supplier of such Services, and (iii) using materials and tools free of any encumbrances. The Supplier warrants that the Services are and will remain suitable for the purpose for which the Client wishes to use them, as far as this purpose can be known to the Supplier. The Supplier further warrants and shall procure and produce evidence that the Services are delivered at the agreed time and place in the agreed quantities.
- b. Key personnel.** The Supplier shall provide the Client with a list of the names of the persons regarded by Supplier as key personnel and, if and when instructed by the Client, of all other persons who at any time may be involved in the performance of the Work Order, specifying in each case the capacities in which they are involved and providing any other information that the Client may require. The Client may at any time designate or reject as a key personnel member any person named in the list. The Supplier shall not make any changes to the list of key personnel members without the prior written approval of the Client.
- c. Access.** To the extent necessary for the performance of the Services, the Client shall afford the Supplier's personnel access to the Client's premises at all reasonable times, provided that the Supplier shall in good time request and obtain approval for such access and comply with any security guidelines issued by the Client when on the Client premises.
- d. Delivery time.** With regard to performance of the Work Order by the Supplier, time is of the essence. The Client shall be notified immediately of any circumstances which prevent the delivery time from being met or delay delivery.
- e. Foreseeable delays.** The Supplier shall immediately notify the Client in writing of any foreseeable delay in the performance of the Work Order, and shall immediately submit to the Client its proposal indicating the measures that the Supplier shall take for its own account to avoid or make good the delay in order to comply with the agreed delivery time. Should the Supplier fail to take these measures or should the Client not approve of the measures, the Client reserves the right to require the Supplier to forthwith implement, for the Supplier's account, the measures that the Client deems necessary. The Client's approval of the measures referred to in this clause does not mean that the Client has approved an extended delivery period or has consented to pay the costs resulting from such an extension. The Supplier must obtain the Client's written consent for an extension of the delivery period, for payment of additional costs, and for all other issues connected with the delay.



4. Goods

- a. Specifications.** The Goods shall be supplied by the Supplier in accordance with the requirements and specifications of the Work Order. The Supplier warrants that the Goods are free from defects and will remain fit for the purpose for which the Client wishes to deploy them, as far as this purpose can be known to the Supplier. The Supplier further warrants and shall procure and produce evidence that the Goods are delivered at the agreed time and place in the agreed quantities.
- b. Instructions.** The Supplier shall properly and in good time inform and instruct the Client in writing of any special use or treatment regarding the Goods, required for or beneficial to (i) the safety, health and environment of the Client, its employees or other persons concerned and/or (ii) the integrity, quality, functioning and lifetime of the Goods.
- c. Transfer of ownership.** The ownership of the Goods shall transfer to the Client upon delivery of the Goods to the Client at the delivery point as stated in the Work Order. However, in case a Work Order requires the Client to pay in advance or by instalments, the Supplier shall label the relevant goods and/or semi-finished goods as the property of the Client, and shall identifiably store them until the time of delivery. Supplier shall transfer ownership of the labelled goods in this manner to the Client to the extent of the Client's payments. The risk of such goods shall nevertheless remain with the Supplier until the time of delivery.
- d. Packaging.** Goods shall be delivered in adequate packaging commensurate with the required mode of transportation, handling and storage of the Goods. The costs of packaging and of returning packaging materials to the Supplier shall be included in the prices stated in the Work Order. The Supplier shall use environmentally friendly packaging for the Goods whenever possible. The Supplier shall be obligated to take back, at a time to be determined by the Client, the transport and packaging materials for the Goods at the Supplier's risk and expense, unless the Client and Supplier agree otherwise in the Order. The Supplier shall ensure minimal use of non-reusable packaging materials.

5. Performance

- a. Assurance.** The Supplier will notify the Client of any upheld complaints or notices served as a result of investigations, legal proceedings or infringement of any legislation in the last 3 years together with details of any remedial action/changes to procedures to prevent recurrence.
- b. Compliance with Client Supplier Policy.** The Supplier warrants, and on behalf of any Sub-supplier, that the Services or Goods are supplied in compliance with the Firefish Group Supplier Policy ("Supplier Policy"). The Supplier shall demonstrate its compliance and compliance of any Sub-supplier with this Supplier Policy at the Client's request.
- c. Inspection.** The Supplier shall ensure that the Client or a third party authorized by the Client, for the Client's own assurance, has the opportunity to inspect the Services or Goods and compliance with the Supplier Policy at a time and/or place with reasonable notice. Performance or non-performance of any such inspection does not relieve Supplier of any obligation or liability under the Work Order.
- d. Acceptance.** If the Services or Goods are not performed or supplied in a way that adequately meets the specifications, the Client may, at no cost to the Client, choose between:
 - having the non-conformity or omission corrected by the Supplier;
 - re-supply of the Services or Goods by the Supplier;
 - having the Supplier replace the Services or Goods with equivalent Services or Goods, in conformity with the specifications of the Order;
 - cancellation of the Work Order in whole or in part and return of the deliverables against re-payment;
 - all of the above without prejudice to the Client's rights to claim damages.

Go-ahead of the Services or Goods does not imply acceptance of the Services or Goods in question by the Client.



6. Assigning and subcontracting

The Supplier shall not have the right to assign or subcontract the Order, in whole or in part, to any third party without the Client's prior written consent. If the Client consents to any assignment or subcontract, such consent shall not relieve the Supplier of its obligation to fulfil the Work Order.

7. General

- a. General liability and indemnification.** The Supplier shall be liable to the Client for any and all actual damage, loss, (personal) injury (including death), expense, cost, fine, penalty, claim, including reasonable legal fees and litigation costs, suffered or incurred by or brought against the Client, resulting from or connected with the Work Order, its performance and the deployment of the Services by the Client, its affiliates or any third party. The Supplier shall indemnify the Client against all claims of third parties in connection with damage arising from or in connection with the performance of the Work Order.
- b. Insurance.** The Supplier shall take out and maintain the insurance policies, including but not limited to public liability insurance, employers liability insurance, and professional insurance, which in the Client's reasonable judgement is appropriate to cover the risks resulting from or connected with the Work Order and its performance. At the request of the Client, the Supplier will provide the necessary insurance certificates evidencing the Supplier's coverage, and keep the Client informed of any changes. The Supplier shall ensure that any and all Sub-suppliers also meet these insurance requirements. The onus is on the Supplier to ensure they are aware of any specific insurance requirements connected with a Work Order.
- c. Intellectual property rights.** The Supplier shall indemnify the Client against all claims of third parties relating to (alleged) infringement of intellectual property rights to Services supplied by the Supplier to the Client. The Supplier shall hold the Client entirely harmless from any damage that the Client may incur as a result of such claims. The Supplier shall not be entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of the Client, unless prior written consent has been obtained from the Client.
- d. Ownership of developed work.** All intellectual property rights and know-how relating to Services developed by the Supplier or its Sub-supplier(s) under the Work Order for the benefit of the Client shall be exclusively owned by the Client, and the Supplier shall, where necessary, fully assign and transfer these intellectual property rights and know-how to the Client. The Supplier shall ensure that the same obligations for the benefit of the Client apply to each of its Sub-suppliers. The Supplier expressly warrants that the supply of the shall not result in or give rise to any infringement or misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data or license. The Client shall not be required to obtain any consents, licenses or similar from any third party for the supply of the Services. The Supplier shall assign to the Client all rights of use necessary to use the Services and at the Client's first request shall assign to the Client all intellectual property rights created in the performance of the Work Order.
- e. Confidentiality.** All information, including but not limited to specifications, business information, drawings, designs, data or other documentation, disclosed to or developed by the Supplier or its Sub-supplier(s) in the context of the Work Order, (i) shall remain respectively become the property of the Client, (ii) shall be treated as confidential information, (iii) shall not be used for any other purpose than for the performance of the Work Order, and (iv) shall only be communicated and distributed to those employees of the Supplier or its Sub-supplier(s) who need to be informed. At the Client's request the Supplier shall sign a separate agreement on confidentiality and non-use of the information. After termination of a Work Order, resulting from whatever cause, any case files or other documents drawn up or obtained by the Supplier in the performance of the Order shall promptly be handed over to the Client or will be destroyed at the Client's request.
- f. Data Protection.** The Parties agree to the terms of the Data Processing Addendum Agreement which is appended to these Terms and Conditions, and forms part of them.
- g. External publication.** The Supplier shall not be entitled to mention the Work Order to third parties or to refer to the Work Order in external communications or publications without the prior written consent of the Client.
- h. Force Majeure.** Neither party shall be liable towards the other party for any failure to fulfil any term or condition of the Order, if and insofar as fulfilment thereof has been delayed, interfered with or



prevented by any event beyond the control of the party concerned, and if and insofar the cause was not or should not be for its risk, provided that the party in question is not already in default of those obligations under the Order which are being delayed, interfered with or prevented. The mere fact of late supply of materials, labour or utilities to the Supplier or its Sub-supplier(s) shall not be deemed force majeure. If a situation of force majeure continues for more than 30 calendar days, the Client shall be entitled to terminate or cancel the Order in part or in full by written notice.

- i. Severability.** If any provision of these Terms and Conditions or of the Work Order should be or become ineffective or invalid for whatever reason, the other provisions shall remain in full force. The Parties agree to replace the ineffective or invalid provision(s) by (an) effective and valid provision(s) which achieves as closely as possible the purpose intended by the ineffective or invalid provision(s).
- j. Waiver.** Failure by either party to require strict performance by the other party of any obligation under these Terms and Conditions or under the Work Order shall in no way affect its right thereafter to enforce in full any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless it is irrevocable, made in writing, and makes reference to the specific right being waived.
- k. Anti-Bribery and Corruption.**
 - a) The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010
 - b) The Supplier shall indemnify and keep the Client indemnified against any loss, damages or costs incurred by the Client in the event the Supplier breaches any obligation under this integrity clause; and
 - c) Breach of the abovementioned provisions will entitle the Client to terminate the Order (and any and all other agreements as the case may be) with immediate effect, without prejudice to any other rights the Client might have; and
 - d) The Client may audit and check any and all such records as are necessary in order to monitor compliance with this clause at any time during performance of the Order and during 6 years after completion of the Order.
- l. Survival.** Expiry, termination or cancellation of the Work Order for whatever reason shall not affect any right and/or obligation which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality and data protection obligations, intellectual property rights and rights and/or obligations accrued under the Order.
- m. Parties' relationship.** The conclusion of the Work Order shall not be interpreted to create any legal relationship between the Parties other than that of Supplier and Client, and shall in no way be construed as an employment contract, a contract of agency, or a partnership or joint venture between the Parties.

8. Governing laws and disputes

- a. Governance.** This agreement shall be governed and construed in accordance with the laws of England and Wales.
- b. Disputes.** Disputes arising from this Agreement are to be settled by arbitration. The arbitrator is to be nominated at the request of either party by the President or Vice President of the Chartered Institute of Arbitrators of England and the arbitration is to be conducted in accordance with the Arbitration Acts of 1996 as from time to time amended. Reference to arbitration under this clause does not prejudice a party's right to proceed to court for interim or conservatory measures, or for enforcement of an adjudicator's decisions. The arbitration shall be held in London, England.



DATA PROCESSING ADDENDUM AGREEMENT BETWEEN FIREFISH AND SUPPLIER

(a) **This Data Processing Addendum Agreement forms part of the Terms and Conditions between the Client and the Supplier as those terms are defined in the Terms and Conditions.**

DEFINITIONS

The following definitions apply in this Addendum Agreement:

- "Data Protection Legislation"** means:
 - (i) from the date of this agreement until 24 May 2018, the European Data Protection Directive (95/46/EC) and any national implementing laws, regulation and secondary legislation; and (ii) on and from 25 May 2018, the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation (the **"GDPR"**), in each case as such law(s) may be replaced, supplemented, substituted or amended from time to time; and
 - (ii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) or, on and from the date on which it becomes effective, the proposed Regulation on Privacy and Electronic Communications;

- "Personal Data"** has the meaning provided in the GDPR;

- "Regulator"** means any regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) to whose rules, regulations or guidance any Party (or any assets, resources or business of such Party) is, from time to time, subject or submits, or which otherwise relate to the Services;

- "Reportable Breach"** means any unauthorised or unlawful processing, disclosure of, or access to, Personal Data provided by the Client and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of such Personal Data which is likely to result in a risk to the rights and freedoms of any identified or identifiable individuals to whom the Personal Data relates;

- "Services"** means the services provided or to be provided by the Supplier to the Client pursuant to the relevant Work Order;

- "Supplier Personnel"** means all or any of: (i) directors, officers, employees and/or agents of the Supplier; (ii) the directors, officers, employees and/or agents of the Supplier's sub-contractors; and (iii) any other individuals engaged by or on



behalf of the Supplier or any of its sub-contractors in the performance of any part of the Supplier's obligations under this Agreement;

“Terms and Conditions”

means the Firefish Group Supplier General Terms and Conditions, to which this Data Processing Addendum Agreement is appended, which govern the agreement between the Client and the Supplier

1. DATA PROTECTION

1.1 Terms and expressions used in this Schedule and not defined in this Addendum Agreement have the meanings assigned to them in Data Protection Legislation or the Terms and Conditions, as applicable.

1.2 The Schedule at the back of this Addendum Agreement sets out the scope, nature and purpose of processing by the Supplier, in performing its obligations under this Addendum Agreement, and the duration of that processing, the applicable types of Personal Data and categories of data subject.

1.3 To the extent it acts as a data processor in the provision of the Services, the Supplier will:

(a) process the Personal Data in compliance with its obligations under the Data Protection Legislation;

Security & Compliance with Instructions

(b) take and maintain the appropriate technical and organisational measures to ensure the security of the Personal Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Personal Data (including using reasonable commercial endeavours to protect Personal Data from virus infection or third party intervention);

(c) ensure that the Supplier Personnel who access the Personal Data are under an obligation to handle the Personal Data in accordance with the obligations regarding confidentiality of information in accordance with the Terms and Conditions;

(d) process the Personal Data only: (i) as reasonably necessary for the performance of the Supplier's obligations, and exercise of its rights, in accordance with Terms and Conditions and the relevant Work Order, which the Client agrees sets out the Client's complete, documented instructions regarding the processing of Personal Data; or (ii) as required by any Data Protection Law to which the Supplier is subject. Further, the Supplier shall notify Client in case the Supplier is of the opinion that an instruction of Client is not in compliance with Data Protection Legislation (in which case the Parties shall discuss the situation, the Supplier shall not be required to follow the relevant instruction);



Supplier Co-operation

- (e) provide to Client, at Client's cost, such information, co-operation and assistance as Client may, from time to time, require to enable Client to comply with its obligations under the Data Protection Legislation in respect of any Personal Data, but only to the extent the Supplier is reasonably able to do so taking into account the nature of the processing of the Personal Data undertaken in providing the Services and the information the Supplier has in its possession and control;
- (f) permit the Client at any time upon five (5) days' notice, to be given in writing, to have access to the appropriate part of Supplier's premises (where appropriate), systems, equipment, and other materials and data processing facilities to enable the Client (or its designated representative) to inspect or audit the same for the purposes of monitoring compliance with Supplier's obligations under this Addendum Agreement;
- (g) assist Client, by appropriate technical and organisational measures, for the fulfilment of Client's obligation to respond to requests for the exercise of data subject rights (including access requests) set out in the Data Protection Legislation, to the extent possible for the Supplier to do so, taking into account the nature of the processing of the Personal Data undertaken in providing the Services and without requiring the Supplier to incur any additional costs in providing such measures;
- (h) notify Client in writing, as soon as reasonably practicable, if it:
 - (i) receives from a data subject a communication relating to, request for, or notice of, the exercise of that person's rights under, the Data Protection Legislation in relation to the Data, where Supplier is not a data controller in respect of that Personal Data; or
 - (ii) receives any complaint, request, notice or communication which relates directly or indirectly to the processing of the Personal Data by the Supplier on behalf of Client or to either Party's compliance with the Data Protection Legislation (save to the extent that such notification is prohibited by the relevant Data Protection Legislation),

and, in each case, provide a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice to the extent known to the Supplier;

Data Breach & Deletion or Return of Data

- (i) notify Client, as soon as reasonably practicable and in any event, within 24 hours of becoming aware, of a Reportable Breach and provide, together with such notification, such details of the nature of Personal Data affected, the categories and number of data subjects concerned and approximate volume of Personal Data records affected, to the extent known to the Supplier at such time;



- (j) promptly, and at the option of Client, return (if feasible) to Client or delete or destroy all of the Personal Data and all materials containing any copies of the Personal Data held by the Supplier on behalf of Client following the termination or expiry of the Supplier's by with the Client, other than to the extent that its retention is required by Data Protection Law to which the Supplier is subject.

Sub-contracting & Cross-border Transfers

1.4 Client agrees the Supplier may disclose Personal Data to any third party to which the Supplier is permitted to sub-contract any element of the Services (a Sub-processor) to the extent such disclosure is necessary for such third party's provision of that element of the Services and provided that:

- (a) the Supplier will have a written agreement in place with that Sub-processor which imposes obligations on the Sub-processor no less onerous than those set out in this Addendum Agreement;
- (b) the Supplier will remain liable for the performance of such obligations by such third party with regards to the performance of the Services and the processing of Personal Data.

1.5 The Supplier will not transfer any Personal Data to a country or international organisation located outside the European Economic Area unless it ensures that it complies with the obligations set out in Data Protection Legislation regarding the transfer of Personal Data to third countries or international organisations, including, for example, the use of Standard Contractual Clauses, or the transfer of Personal Data to entities in the United States of America which are certified under the EU-US Privacy Shield.

1.6 **Joint Data Controllers**

In the event that the Supplier and the Client are acting as a Joint Data Controllers in respect of Personal Data or other Personal Data processed by either party in the provision of the Services, both parties acknowledge that they must comply, and must procure that their agents or sub-contractors (including its their affiliates) shall comply, with applicable Data Protection Legislation.

1.7 Supplier agrees that it will (in addition to, and without affecting, any other rights or remedies that Client may have whether under statute, common law or otherwise) indemnify and hold harmless Client, on demand from and against all claims, liabilities, costs, expenses, loss or damage incurred by Client (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) arising directly or indirectly from a breach of this Addendum Agreement by Supplier or enforcement of any rights under it.



1.8 **Client's Obligations.**

Client will:

- (a) ensure that Client will comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of Personal Data to the Supplier in connection with this Agreement, including that its processing of Personal Data using the Services is lawful and is undertaken in accordance with the principles relating to the processing of Personal Data set out in Data Protection Legislation;
- (b) ensure there is no prohibition or restriction in place which would prevent or restrict Client from disclosing or transferring the Personal Data to the Supplier, or that would prevent or restrict the Supplier disclosing or transferring the Personal Data to the Sub-processors;
- (c) not process any Personal Data using the Services, or permit the Supplier to process any Personal Data, in breach or contravention of any order issued to, or limitation of processing imposed on, Client by any Regulator;
- (d) provide the Supplier with such co-operation and information as the Supplier may reasonably request from time to time to permit the Supplier and/or any Sub-processor comply with its obligations under Data Protection Legislation; and
- (e) not name the Supplier (or any Sub-processor) or otherwise refer to the Supplier (or any Sub-processor) in any communication to any Regulator or any data subject relating to any Reportable Breach or any other (alleged) breach of security leading to the accidental or unlawful processing without the Supplier's prior written approval of the content of such communication (other than such content that does not relate or impact on the Supplier).

1.9 **General**

- (a) In the event of any conflict between the terms of this Data Processing Addendum Agreement and the terms and Conditions or any other agreement between the parties, the terms of this Data Processing Addendum Agreement shall prevail.
- (b) The parties agree this Data Processing Addendum Agreement supersedes any other agreements or provisions in place between the parties in relation to personal data protection and security.
- (c) This Data Processing Addendum Agreement shall be governed by and constructed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts in the event of any conflict in relation to this Data Processing Addendum Agreement or its subject matter.



Appendix 1 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. **Processing by the Supplier:** To provide services related to market research recruitment, fieldwork, analysis and reporting.
2. **Scope & Nature:** See description of Services in applicable Work Order.
3. **Purpose of processing:** Market research services
4. **Duration of the processing:** Until termination of Supplier's engagement with the Client and such reasonable time following such termination to allow for data deletion from systems where applicable.
5. **Data subjects:** Market research participants
6. **Types and/or categories of personal data:**
 - Name and contact details (phone and email)
 - Age, gender and location
 - Address, if any research is to be conducted in a home
 - Bank details for incentives paid via BACS
 - Audio recordings, video footage and films
 - Other types of personal data will be specified on confirmation of each Work Order.

Sensitive personal data should not be processed unless specified and necessary to provide the Services.