



PUBLIC

Firefish Ltd 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 Ltd company which includes Firefish, The Numbers Lab and The Pineapple Lounge

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

Sub-contractor means any sub-contracted person, legal entity or company other than Client/Client employees engaged by Supplier for the supply of the Services or part of the Services and/or any sub-processing of Personal Data (as Personal Data is defined in the Data Processing Addendum Agreement)

Supplier means the person, legal entity or company identified as the Supplier of the Services

Supplier Policy means the Firefish Ltd Supplier Policy which is applicable to all suppliers providing goods or services to Firefish Ltd. from time to time, a copy of which is available at https://firefish.ltd.uk/wp-content/uploads/2022/03/Firefish-Group-Supplier-Policy-V4_Feb-2022.pdf

Work Order means the project or task confirmation including details of Services, 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 by Supplier to Client. Subject to explicit written agreement between the Client and the Supplier to the contrary, these Terms and Conditions take precedence over any Supplier general terms and conditions. Irrespective of whether bespoke terms have been agreed between the Client and the Supplier, compliance with the Supplier Policy applies at all times.

1. Work Order

- a. Confirmation.** A Work Order will be issued by the Client in writing by e-mail, fax or as is otherwise the usual manner of between the Client and the Supplier. The Client will not be liable for payment of invoices related to Services provided by the Supplier unless and until a Work Order has been issued in writing in relation to the Services concerned.
- b. Conflicts.** If the provisions of a Work Order conflict with the provisions of these Terms and Conditions, then the provisions of that Work Order will take precedence in relation to the Services to be supplied in accordance with that Work Order.
- c. Changes.** Client reserves the right to request changes in, deductions from and additions to the scope of Services under a Work Order. In the event such changes, deductions and/or additions result in a material change in the price or scope of the Services stated in the Work Order, Parties shall negotiate in good faith reasonable amendments to the Work Order, which will be further accepted by the Client in writing.
- d. Termination of Work Order.** Each Work Order will form a separate contractual agreement between the Supplier and the Client on the terms contained in the Work Order and in these Terms and Conditions. Each Work Order will be separately terminable by either party in accordance with these Terms and Conditions.

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2. Prices and Payment Terms

- a. Prices.** The Supplier shall perform the Services in exchange for the fees as set out in the applicable Work Order. Unless expressly stated otherwise, fees (and currency) stated in the Work Order are (i) on a fixed-fee basis, (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, labour and any other deliverables.
- b. Billing.** Unless otherwise agreed in advance, the Supplier shall submit an invoice for the full amount within four weeks of completion of the Services. The Supplier shall submit a single invoice to the Client by email to the following address: accounts@firefish.ltd.uk
Invoices must include the Client contact who commissioned the Work Order with the Supplier and the relevant specification/project number as set out on the relevant Work Order.
- c. Payment.** Unless agreed otherwise, the Client shall pay the amount invoiced by the Supplier for the supplied Services by bank transfer within sixty (60) calendar days following the date of 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, in accordance with best practice in the Supplier's industry, profession or trade, and (iii) using materials and tools free of any encumbrances. The Services shall be provided for such hours and at such places as are necessary for the proper performance of the Services.
- b. Supplier personnel.** Subject to the below, the Supplier shall use such personnel as it deems appropriate for the provision of the Services provided that, at all times they are appropriately skilled and qualified. If requested by the Client, the Supplier shall use any specific personnel stated in the relevant Work Order to provide the Services. If specified staff are used, the Supplier shall use its reasonable efforts not to change them in the course of any given Work Order. If specified staff do have to be replaced, the Supplier will promptly notify the Client and provide the Client with details of any proposed replacement staff. The Client shall have the right to refuse the use of certain replacement staff upon reasonable grounds. Supplier may not engage sub-contractors, consultants or other personnel who are not employees of the Supplier in the provision of the Services without the Client's prior written consent. Supplier shall ensure that all personnel involved in the provision of the Services are subject to obligations regarding confidentiality and data protection no less stringent than those set out in these Terms and Conditions.
- 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 and/or systems and personnel 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 working on the Client premises and/or systems.
- 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 that will delay delivery.
- e. Licenses.** The Supplier shall ensure that it obtains and maintains all consents, licenses and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in any Work Order or these Terms and Conditions. In the provision of the Services, the Supplier will comply at all times with all applicable laws, statutes, regulations and codes from time to time in force; and the mandatory policies of the Client as notified to the Supplier from time to time.

4. Performance

- a. **Compliance with Client Supplier Policy.** The Supplier warrants that the Services are supplied in compliance with the Supplier Policy. The Supplier shall demonstrate its compliance and compliance of any Sub-contractor (to the extent their use is permitted in accordance with clause 3.b) with the Supplier Policy at the Client's request.
- b. **Inspection.** The Supplier shall ensure that the Client or a third party authorised by the Client, for the Client's own assurance, is provided with appropriate access and information for the purpose of auditing the Supplier's compliance with applicable Work Orders, these Terms and Conditions and the Supplier Policy at a mutually agreed time and/or place upon reasonable prior written notice. Any waiver of a right to audit does not relieve the Supplier of any obligation or liability under any Work Order or these Terms and Conditions.
- c. **Acceptance.** The Client shall have a reasonable time from the delivery of the Services or any specific deliverable (as per a relevant Work Order) to evaluate the Services (or deliverables). If the Services are not performed or supplied in a way that adequately meets the specifications as set out in the applicable Work Order, the Client shall notify the Supplier in writing setting out details of the non-compliance and may, at no cost to the Client, require the Supplier to:
 - (i) allow the Supplier to continue to modify or amend the Services or applicable deliverable or correct its deficiencies within a further agreed period; or
 - (ii) reject the Services or deliverable as not being in conformity with the Work Order, in which case the Client shall be entitled to terminate the Work Order with immediate effect by written notice to the Supplier and the provisions of clause 5 will apply.

5. Termination

- a. The Client may terminate any Work Order or these Terms & Conditions by giving to the Supplier not less than 30 days' notice at any time. Termination of these Terms and Conditions shall automatically result in termination of all ongoing Work Orders.
- b. The Client may terminate this Agreement upon written notice with immediate effect if:
 - (i) the Supplier commits a material breach of any term of a Work Order or these Terms and Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;
 - (ii) the Supplier carries out any act or omission which is, in the Client's reasonable opinion, materially prejudicial to the Client's interests.
- c. The Client may terminate a Work Order:
 - (i) Upon written notice with immediate effect if the Client's end-client to which applicable deliverables or the Services are to be provided terminates its contract with the Client; or
 - (ii) At any time upon thirty (30) days written notice for convenience.
- d. Termination of a Work Order shall not affect the continuation of these Terms and Conditions or any other Work Order.
- e. The Client or the Supplier may terminate these Terms and Conditions (and all outstanding Work Orders) if:
 - (i) the other Party becomes or is deemed insolvent;
 - (ii) any distress or execution is levied on any of the other's property or assets;
 - (iii) the other makes or offers to make any arrangement or composition with creditors;
 - (iv) any resolution or petition to wind up the other's business (other than for the purpose of amalgamation or reconstruction) is passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets is appointed or a petition presented for the appointment of an administrator; or
 - (v) the other is subject to any proceedings which are equivalent or substantially similar to any of the proceedings under sub-clause (a), (b), (c) or (d) under any applicable jurisdiction.

- f. Termination of a Work Order or these Terms and Conditions shall not affect any other right or remedy available to the Parties. Where these Terms and Conditions are terminated by the Client in accordance with clause 5.b or 5e, or where a Work Order is terminated by the Client in accordance with clause 5.c, if the Client has pre-paid any fees with respect to these Terms and Conditions or any Work Order, such pre-payment shall be immediately repayable by the Supplier and recoverable as a debt by the Client.
- g. Termination of these Terms and Conditions will not affect any accrued rights or liabilities which the either Party may have by the time termination takes effect.
- h. On termination of work begun pursuant to a Work Order, the Supplier shall within a reasonable time deliver up any deliverables (or portions of deliverables) produced pursuant to that Work Order and within 14 days invoice the Client for any outstanding sums due and payable under the Work Order in respect of such deliverables (or portions of deliverables) up to the date of such termination. The Supplier shall, if so requested by the Client, provide all assistance reasonably required by the Client to facilitate the smooth transition of the Services to the Client or any replacement supplier appointed by it.

6. Assigning and subcontracting

The Supplier shall not have the right to assign or subcontract the Work 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 any of its obligations with respect to any Work Order or otherwise under these Terms and Conditions.

7. General

- a. **Warranties.** The Supplier warrants that the Services will be provided: (a) with reasonable diligence, care and skill and in accordance with good industry practice; and (b) by means of appropriately experienced, qualified and skilled personnel. The Supplier further warrants that: (a) it has full power and authority to carry out its obligations under these Terms and Conditions; (b) the Services and any deliverables shall be provided in accordance with all applicable laws; (c) any deliverables shall meet the Client's requirements as set out in any Work Order in all material respects; (d) in relation to any deliverables: (i) except in relation to software, each deliverable will be free from any material inaccuracy of which the Supplier should reasonably have been aware at the time the relevant deliverable was supplied to the Client; and (ii) in relation to any software, each item of software will: (A) for a period of 24 months from delivery, be free from any defect which has a materially adverse effect on its use or operation; (B) be free from all known viruses and the Supplier has used all reasonable endeavours to check for the most commonly known viruses prior to delivery; (C) comply with any relevant term of these Terms and Conditions; and (D) comply in all material respects with any requirements relating to it which are reflected in the relevant Work Order or are agreed in writing by the Client and the Supplier prior to the development of the software concerned.
- b. **General liability and indemnification.** The Supplier shall be liable to and shall indemnify the Client for any and all actual damage, loss, 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, the Supplier's performance or non-performance of the Services 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. The Supplier's liability: (a) for death or personal injury caused by its negligence or the negligence of its employees or agents; (b) for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (c) for fraud or fraudulent misrepresentation; (d) for claims relating to third party IP rights, confidentiality or data protection, is not excluded or limited by these Terms and Conditions, even if any other term of these Terms and Conditions would otherwise suggest that this might be the case. Subject to the foregoing, the Supplier shall not be liable (whether for breach of contract, negligence or for any other reason) for any theoretical loss, including but not limited to any loss of profits, sales, revenue or other indirect or consequential loss.

- c. Liability Cap.** Subject to clause 7.b, the Supplier's total aggregate liability under each Work Order and in relation to anything which the Supplier may have done or not done in connection with these Terms and Conditions or the Work Order concerned (and whether the liability arises because of breach of contract, tort (including negligence) or for any other reason) shall be limited to £5, 000, 000 (five million pounds sterling) The rights of the Client under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by common law.
- d. Insurance.** The Supplier shall take out and maintain the insurance policies, including but not limited to public liability insurance, employer's liability insurance, and professional insurance, which is appropriate to cover the risks resulting from or connected with performance or the Services and the Supplier's obligations pursuant to any Work Order or these Terms and Conditions. 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 all Sub-contractors (to the extent herein permitted) also meet these insurance requirements.
- e. Intellectual property rights.** The Supplier shall indemnify the Client against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses arising out of or in connect with any 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. This clause will survive termination of the Terms and Conditions or any Work Order.
- f. Ownership of developed work.** Save for any pre-existing intellectual property rights of Supplier, all intellectual property rights and know-how relating to Services developed by the Supplier or any permitted sub-contractors under a 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 permitted sub-contractors. The Supplier expressly warrants that the supply of the Services 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. To the extent that the use of any material (including any software) any intellectual property rights which are owned by the Supplier or licensed to the Supplier by a third party, is embedded in or forms part of, or is otherwise necessary for the use of, any material or deliverables (including any software) produced by the Supplier in the course of providing Services under this Agreement , the Client will have a fully paid-up, non-exclusive, non-terminable, world-wide, royalty-free, sub-licensable and transferable licence to use, copy or modify, or to allow others to use, copy or modify, the material concerned for the purpose of using such material or deliverables, including the right to allow its end-clients to use the materials, for any purpose.
- g. Confidentiality.** All information, including but not limited to specifications, business information, drawings, designs, data or other documentation, disclosed to or developed by the Client, Supplier or its Sub-contractor (s) in the context of the Work Order, (i) shall remain respectively the property of the disclosing party, (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 recipient who need to be informed. At the disclosing party's request, the recipient shall sign a separate agreement on confidentiality and non-use of the information. After termination of a Work Order, resulting from whatever cause, any 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.

- h. Data Protection.** Where the Services involve any processing of Personal Data, 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.
- i. 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.
- j. 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.
- k. 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).
- l. 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.
- m. 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.



PUBLIC

On behalf of Firefish Ltd:

On behalf of the Recipient:

Signature:

Signature:

Jude Legg

Name:

Head of Legal & Privacy

Job Title:

Company:

Date:

DATA PROCESSING ADDENDUM AGREEMENT BETWEEN CLIENT AND SUPPLIER

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. For the avoidance of doubt, the terms of this Data Processing Agreement apply to all data processing which may take place in any jurisdiction anywhere in the world, and which may relate to the data subjects located anywhere in the world.

DEFINITIONS

The following definitions apply in this Addendum Agreement:

- “Controller”** means the party who determines the purposes and means of processing Personal Data;
- “Data Protection Legislation”** means all laws, rules, and regulations relating to the processing of Personal Data if and as applicable to a party’s performance under the Agreement, including without limitation:
- (i) the UK General Data Protection Regulation which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) (the “UK GDPR”)
 - (ii) the General Data Protection Regulation (EU) 2016/679 (the “GDPR”) and any national implementing laws, regulation(s) and secondary legislation in each case as such law(s) may be replaced, supplemented, substituted or amended from time to time; and
 - (iii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
 - (iv) Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501 et seq;
- “Data Subject”** means the identified or identifiable natural person who is the subject of Personal Data;
- “Personal Data”** means any information relating to an identified or identifiable living individual. An identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
- “Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

- “Processor”** means a party who processes Personal Data on behalf of a Controller;
- “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;
- “Standard Contractual Clauses” or “SCCs”** means (i) the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to GDPR approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj;
- "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 Ltd. Supplier General Terms and Conditions, to which this Data Processing Addendum Agreement is appended, which govern the agreement between the Client and the Supplier;
- “UK Standard Contractual Clauses” or “UK SCCs”** means the Standard Contractual Clauses for the transfer of Personal Data to third countries approved by EC implementing Decision (EU)2010/87, as currently set out at [https:// eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:039:0005:0018:EN:PDF](https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:039:0005:0018:EN:PDF) or any replacement standard contractual clauses or international data transfer agreement approved by the UK Information Commissioner’s Office;

“Work Order” means the project or task confirmation including details of Services, scope, timescales, deliverables, costs, special instructions and any other relevant details issued by Client

1. DATA PROTECTION

- 1.1 Terms and expressions used but 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 Appendix 1, 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, the Sub-processors the Supplier will use 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. In the event of any inconsistency or conflict between the Data Protection Legislation 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;

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 and, if required, meet any data security schedule and/or instructions provided by the Client which will form part of this Addendum Agreement, including but not limited to the Firefish Ltd Data Security Schedule (Appendix 2) at the back of this Addendum Agreement;
- (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 and agree, 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 a mutually agreed time upon five (5) business days' notice, to be given in writing, to have access to the appropriate part of Supplier's premises, 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 securely 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 Work Order 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 Supplier may only disclose Personal Data to any third party with the prior written consent of the Client in accordance with the Client's Terms & Conditions and only to the extent such disclosure is necessary for such Sub-processor'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 both 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 country of origin of that Personal Data 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.
- 1.6 **International transfers of Personal Data which is subject to the GDPR ("EEA Personal Data")**. In the absence of another lawful transfer mechanism, the SCCs will apply to any EEA Personal Data that is transferred from the EEA either directly or via onward transfer, to any country or recipient outside the EEA that is not recognized by the European Commission as providing an adequate level of protection for personal data. For such transfers the SCCs will be deemed entered into and incorporated into this Data Processing Amendment Agreement by this reference, subject to the additional terms set out in Appendix 3. In the event of any conflict or inconsistency between the body of this Data Processing Amendment Agreement and the SCCs, the SCCs shall prevail.
- 1.7 **International transfers of Personal Data which is subject to the UK GDPR ("UK Personal Data")**. In the absence of another lawful transfer mechanism, the UK SCCs will apply to any UK Personal Data that is transferred from the UK either directly or via onward transfer, to any country or recipient outside the UK that is not recognized by the UK as providing an adequate level of protection for personal data. For such transfers the UK SCCs will be deemed entered into and incorporated into this Data Processing Amendment Agreement by this reference. In the event of any conflict or inconsistency between the body of this Data Processing Amendment Agreement and the UK SCCs, the UK SCCs shall prevail.

1.8 To the extent that the SCCs, UK SCCs or any other lawful transfer mechanism do not provide adequate protection for the transferred EEA Personal Data or UK Personal Data (e.g. due to conflict with mandatory laws to which the data importer may be subject or due to extensive surveillance practices of authorities in the country to which the Personal Data is transferred), the Client and the Supplier shall implement agreed additional safeguards prior to the transfer of the relevant Personal Data.

1.9 If the Supplier becomes unable to comply with the SCCs or UK SCCs (as applicable) as required under Clauses 1.6 and 1.7, or any agreed additional safeguards pursuant to Clause 1.8, then the relevant Personal Data will be processed and used exclusively within the territory of an EEA state or the UK as applicable. The Supplier shall promptly notify the Client of any inability to comply with the SCCs, UK SCCS or additional agreed safeguards.

1.10 **Joint Data Controllers**

In the event that the Supplier and the Client are acting as 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 and/or sub-contractors shall comply, with applicable Data Protection Legislation. For the avoidance of doubt, in circumstances where the Supplier is acting as Joint Data Controller, in addition to such obligations which may apply to it as a Joint Data Controller, each provision set out in this Addendum Agreement will continue to apply.

1.11 **Indemnity**

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.

1.12 **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).

1.13 **General**

- (f) 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.
- (g) 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.
- (h) 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 in line with client retention policy
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
 - 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) should only be processed if specified and necessary to provide the Services.

All types of personal data should only be processed on the strict basis that consent has been gained
7. **Competent Supervisory Authority:** the Supervisory Authority of the country of the data exporter.
8. **List of Sub-Processors:** [Supplier to list]

Appendix 2 – Firefish Ltd Data Security Schedule

The following sets out the required information security standards for Firefish Ltd. Suppliers.

1. EDUCATION, AWARENESS AND TRAINING

- 1.1 The Supplier must ensure that they have sufficient knowledge and/or training has been received and understood, covering the following topics:
- a) the nature of confidential data and Personal Data;
 - b) supplier responsibilities in handling confidential data and Personal Data in both digital and physical form including transmission, storage and destruction;
 - c) proper methods for protecting confidential data and Personal Data including the use of a password policy;
 - d) computer security concerns including but not limited to web / email threats and malware; wireless network security best practices and safe file deletion and;
 - e) where applicable, workplace security including building access, reporting of incidents and similar issues.
- 1.2 Confirmation of Security Awareness Training
- a) supplier to confirm on request that training has been completed and where applicable confirm for each member of Supplier Personnel engaged in the provision of Services; and
 - b) evidence of training can be made available to the Client upon request.

2. ENCRYPTION

2.1. Encryption and Password Management

The Supplier shall ensure that passwords are managed securely at all times in accordance with good industry practice and shall ensure that Client confidential data and Personal Data are protected against unauthorised access or destruction.

2.2. Protection of Data

The Supplier shall (and shall procure that its Sub-contractors shall) in accordance with good industry practice, encrypt data stored on all digital or electronic portable storage devices (including computer laptops, PDAs, CDs, diskettes, portable drives, magnetic tapes and other similar devices).

3. ASSET MANAGEMENT

3.1. Back-Up and Archival Media

All back-up and archival media containing Client confidential data or, or other data used to provide the Services, must be contained in secure, environmentally-controlled storage areas owned, operated, or contracted for by the Supplier.

3.2. Disposal of Redundant Equipment and Media

The Supplier shall ensure that all redundant computer equipment and media shall be disposed of securely, including the secure erasure of all data contained on any such computer equipment and media prior to disposal such that the information cannot be retrieved.

3.3 Disposal of Hard Copy Material

The Supplier shall possess adequate equipment or hold a license with a certified waste disposal firm to ensure that all hard copy material is disposed of securely when no longer needed.

4. ACCESS CONTROL

4.1. Authentication

- (a) the Supplier will ensure that unauthorised access to Systems is prevented;
- (b) the Supplier will have defined, monitored and well understood procedures in place to prevent unauthorised disclosure, theft, mis-use or modification of information; and
- (c) the Supplier shall ensure for themselves and where applicable that all Supplier Personnel having access to the Supplier System are authenticated by using user IDs and passwords or by strong authentication.

4.2. Password Management

- (a) passwords must be required for all accounts and generated, used, enforced and changed on a periodic basis in line with good industry practice;
- (b) the Supplier will ensure that passwords are set and communicated using a secure procedure;
- (c) the Supplier shall ensure the following password management controls:
 - (i) authentication mechanisms must ensure that they cannot be bypassed to gain unauthorised access to systems;
 - (ii) authentication data such as passwords must not be stored in a form that allows the authentication data to be recovered in readable or decipherable form; and
 - (iii) passwords must be complex, use a combination of character classes and be a set minimum length in line with good industry practice.

4.3. User Access Control

- (a) all Accounts must be used by a sole, identifiable individual, unless the Client approves in writing the use of shared or generic accounts to access the Systems. Where the Client approves such use the Supplier will ensure that there is a record of all users of that generic or shared account; and
- (b) the Supplier will ensure that all users with privileges or additional rights to systems are specifically identifiable.

4.4. Shared Environment

If the Supplier provides the Services to the Client from a location that is shared with one or more third parties, the Supplier shall develop and implement processes to restrict physical and computer system access in any such shared environment. Such access shall be restricted to that portion of the shared environment dedicated to the Services only to Supplier's employees, subcontractors or agents engaged in performing services relating to the Services.

5. MALWARE PROTECTION

5.1. Virus Protection

- (a) the Supplier shall establish and maintain up-to-date protection against Malicious Code;
- (b) the Supplier shall protect against transferring Malicious Code to the Client systems, the Client customers and other third parties using the Client Systems using current industry standard methods; and
- (c) where updates cannot be applied to a system, the Supplier must deploy appropriate security countermeasures to protect the vulnerable systems.

6. CHANGE AND PATCH MANAGEMENT

6.1. Patch Management

- (a) the Supplier shall develop and maintain a patch management strategy that is supported by management controls and supported by patch management procedures; and
- (b) security patches and other relevant security vulnerability updates shall be implemented when available and approved, unless this introduces higher business risks. Supplier systems that for any reason cannot be updated should have security measures installed to protect the vulnerable system.

7. PHYSICAL SECURITY CONTROL

7.1. Security Risk Assessments

The Supplier shall conduct regular reviews of its physical security environment. These reviews must be performed and submitted to the Client upon request when a security incident has occurred; or when there has been a material change to the Services.

7.2. Sites and Asset Security

- (a) the Supplier shall ensure that all mobile equipment related to the provision of the Services are protected from unauthorised access, loss or harm in accordance with good industry practice; and
- (b) the Supplier shall ensure that they have and use a lockable area for all hard copy Client data and that no other person other than the Supplier or Supplier personnel has access to this area.

7.3. Access Control

The Supplier shall ensure that access control is in place to ensure only authorised personnel are permitted to enter the Supplier sites and that access is limited to areas required for that individual's role. The Supplier shall ensure that critical entry points and doors to restricted areas are access controlled.

8. BUSINESS CONTINUITY

- 8.1 The Supplier will ensure that they have arrangements in place in order to continue to provide Services in case of business interruption/disaster.

9. ASSURANCE

- 9.1 the Supplier will provide assurance in any format requested by the Client that it is meeting the requirements of this Schedule; and
- 9.2 the Supplier will notify the Client of any substantive changes to its business circumstances, policies or procedures that may affect its ability to perform their obligations as set out in this Schedule.

Appendix 3 – Standard Contractual Clauses: Additional Terms

1. For the purposes of any transfers made in accordance with Clause 1.6 of the Data Processing Addendum Agreement:
 - (a) Where the Client is a Controller and a data exporter of the Personal Data and the Supplier is a Processor and data importer, the parties shall comply with the terms of the Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent that they reference Module Two (Controller to Processor), subject to the terms of Section 2 below; and/or
 - (b) Where the Client is a Processor (acting on behalf of a Controller) and a data exporter of the Personal Data and the Supplier is a Processor and data importer, the parties shall comply with the terms of the Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent that they reference Module Three (Processor to Processor), subject to the terms of Sections 2 and 3 below.
2. Standard Contractual Clauses – Operative Provisions and Additional terms. For the purposes of this Section 2 and Section 3 below only, all further reference to “clauses” are references to the relevant sections of the Standard Contractual Clauses;
 - (a) The relevant provisions of the Standard Contractual Clauses are hereby incorporated by reference and are an integral part of this Data Processing Addendum Agreement;
 - (b) Docking Clause. The option under clause 7 shall not apply;
 - (c) General Authorisation for use of Sub-processors. Option 2 under clause 9 shall apply. The time period for prior notice of sub-processor changes will be sixty (60) days;
 - (d) Redress. The option under clause 9 shall not apply;
 - (e) Governing Law. The governing law for the purposes of clause 17 shall be the law governing the Terms and Conditions;
 - (f) Choice of forum and jurisdiction. The courts under clause 18 shall be those designated below in the Terms and Conditions;
 - (g) Annexes. In Annex I, the details of the parties are as set out in this Addendum Agreement. The remaining information in Annex I and Annex II is as set out in Appendix 1 to this Data Processing Addendum Agreement.
3. Standard Contractual Clauses – Additional terms for Processor-to-Processor transfers;

- (a) Instructions and notifications. For the purposes of clause 8.1(a), the Client hereby informs the Supplier that it acts as Processor under the instructions of the relevant Controller in respect of the Personal Data.
- 4. The Parties agree that the data subjects whose Personal Data is processed by the Supplier under this Agreement are third-party beneficiaries under the Standard Contractual Clauses.
- 5. Conflict. In the event of any conflict or inconsistency between the body of this Amendment Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.