



INTERNAL

Firefish Ltd. Terms & Conditions

The following terms and conditions (the “Terms and Conditions”) apply to all contracts between Firefish Ltd, The Numbers Lab@Firefish Ltd and The Pineapple Lounge Ltd (each the “Company,” “we,” or “our” as applicable) and [INSERT CLIENT ENTITY NAME] with a place of business at [INSERT ADDRESS] (“you” or “your”). Acceptance of the research or project proposal (“Proposal”) and commissioning of the project will be taken as acceptance of these Terms and Conditions, unless otherwise agreed in writing before commencing the project. In addition, by accepting these Terms and Conditions, you hereby engage Company to provide the services (the “Services”) and related deliverables (the “Deliverables”) described in the Proposal which is made a part of and governed by these Terms and Conditions. If there is a discrepancy between these Terms and Conditions and the Proposal, then the Proposal will take precedence.

Fees & Invoicing

1. The full (100%) amount of all fees set forth in the Proposal will be invoiced on commissioning the project. Outstanding costs (including, without limitation, under Sections 4, 10, 11, 13, 15, 16 and 23) will be invoiced on completion of the project.
2. The Company’s fees exclude all taxes, levies, or duties imposed by taxing authorities, including for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for payment of all Taxes applicable to the use of the Services (except for taxes on Company’s income).
3. The Company reserves the right to charge and you shall reimburse Company for supplementary expenses such as hotel, travel and subsistence costs that are not covered in the initial cost.
4. Payment of each invoice is due from you within 30 days of the invoice date and you will be responsible for interest on all sums outstanding thereafter at a rate of 4% per month or the maximum rate allowable by applicable law calculated on a daily basis payable from the invoice date until the date of payment of the outstanding amount in full. If you fail to pay the fees invoiced by Company when due, in addition to any other rights or remedies available to Company, Company shall have the right to suspend performance upon five (5) days’ notice, written or otherwise, to you; such performance not to be reinitiated until you have paid all such overdue amounts.
5. The Company reserves the right to adjust costs as a result of extreme currency volatility. Company’s costs are based on the prevailing exchange rate which is included in the Proposal. If the rate moves more than +/- 3% between project commission and payment date Company will adjust its invoices accordingly. Fees must be paid in sterling or US dollar unless otherwise agreed at the time the project is commissioned. For payments made in a currency other than sterling, US dollar or Euro an administrative charge may be made.
6. Any quotation for a project made by the Company will remain valid for two months, subject to clause 5.
7. The Company reserves the right to adjust the fees and the date of completion of the project in the event that the Proposal is altered after the project is commissioned.

Confirmation, cancellation, postponement & termination

8. The Company requires written confirmation to commence a project. Once the project has been confirmed, cancellation or postponement charges will apply.
9. For cancellation of qualitative projects, charges will be 100% of all costs incurred by the Company, plus a portion of the consultancy fees, the portion chargeable being dependent on when notice of the cancellation is received, as follows:

Received more than 7 working days before fieldwork is scheduled to commence - 25% of the consultancy fee

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Received between 4 and 7 working days before fieldwork is scheduled to commence - 50% of the consultancy fee

Received between 1 and 3 working days before fieldwork is scheduled to commence - 75% of the consultancy fee

Received the day fieldwork is scheduled to commence or thereafter - 100% of the consultancy fee

10. For qualitative projects postponement will be charged as follows:

If the project is rescheduled and takes place within four weeks of the date fieldwork was originally scheduled to commence, this will be treated as a postponement. In this instance, any costs incurred where the work cannot be repurposed will be charged, but a credit will be applied against the project cost for a quarter of the consultancy fee cancellation charge levied.

Any postponement more than four weeks from the original start date will be treated as a cancellation.

11. For quantitative projects, cancellation charges will be calculated on a case by case basis and will be dependent on the volume of work already completed. Any postponement more than four weeks from the original start date will be treated as a cancellation.
12. You or Company may terminate this agreement at any time by written notice to the other if the other goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over all or part of its business. Further, you or Company may terminate this agreement or any Proposal in the event of a material breach by the other party which is not cured, or for which a cure has not commenced, within thirty (30) days from receipt of written notice thereof by the breaching party.

Cost assumptions

13. The fees quoted are estimated according to specific project requirements, the agreed timescale and any assumptions detailed in the Proposal. If the timescale, project objectives or requirements or research approach or the assumptions on which the quote is based change in any way, the Company reserves the right to review the agreed fee and charge for any additional work that has resulted from changes.
14. The Company accepts no responsibility or liability for delays or disruptions to the performance of any of its obligations under this agreement that may be caused by, or arise, or become materially more difficult or more expensive to perform, as a result of, weather, transport difficulties, industrial action or labour dispute, Acts of God, terror attacks, war, malicious acts of third parties, travel bans or restrictions, epidemics or pandemics (or the residual effects of same), quarantine restrictions, changes of law or actions taken by any government or public authority, the decision by the UK to leave the EU, or any other circumstances beyond the Company's reasonable control.
15. The fees include one verbal presentation and an electronic copy of documentation. We reserve the right to charge for additional presentations and the production of additional documents.
16. The cost of stimulus material or colour copies of stimulus material will be charged plus a handling fee of 10% at our discretion.

Working practice

17. For projects commissioned from the UK., the Company observes the Code of Conduct of the Market Research Society and qualitative recruitment best practice outlined by the Association of Qualitative Research. For projects commissioned from the U.S., the Company observes the Code of Standards of the Insights Association. Copies can be found on the websites at www.mrs.org.uk, www.aqr.org.uk and www.insightsassociation.org.

18. The contact details of people who take part in projects (“participants”) are confidential information and shall not to be revealed to you or any third party. Attempts to directly contact or market to research participants is not permitted unless expressly agreed by the participant/participants.
19. We gain research participants’ permission to use recordings, footage or material that contains Personal Data (as defined in the Data Processing Addendum Agreement) for research purposes and internal business uses only, not for use by you in external promotions or in the public domain unless has been expressly agreed with Company and consented to by participants.
20. You will supply at your expense, all agreed documents or other materials, and all necessary data or other information relating to the project (and ensure the accuracy of the same), within sufficient time to enable Company to carry out the project in accordance with the Proposal.
21. Any changes or additions to the project must be agreed in writing by Company.
22. Upon commencement of the project, you will be responsible for the insurance of any product samples or stimulus material used in the research against accidental loss or damage, until the date of their disposal or return to you in accordance with this term. The Company may dispose of all materials supplied by you after six months following completion of a project, unless you request their return, at your expense, in writing.

Copyright, Confidentiality, Disclaimers, Liability

23. The copyright and all other intellectual property rights whatsoever in any work specifically produced by Company for you during the project (“Work Product”) including (without limitation) the Deliverables, our Proposal, debrief documentation and any other materials specifically developed for you shall belong to you upon full payment of all amounts due to Company. Notwithstanding anything to the contrary, the Company retains all right, title, and interest in and to its own methods of work, working papers, proprietary research tools, computer programmes, software, methodologies, skills, experience, expertise, databases, specialised database applications, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts, and know-how of Company, and any associated or related information maintained by the Company in any form, that existed before the commencement of the Services hereunder or are used or developed in the general conduct of Company’s business (“Company Materials”). Company hereby grants you a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this agreement), irrevocable, fully paid, royalty-free license to use the Company Materials to the extent they are included in, and as necessary to use and exploit internally, the Work Product and solely as incorporated in such Work Product. All materials and intellectual property (e.g. third party licensed information) owned by third parties shall remain the sole and exclusive property of such third parties, and you agree to use such third party materials consistent with applicable license terms.
24. You warrant that any material or information supplied by you and its use by Company, will not infringe the copyright or other intellectual property rights of any third party, and you will indemnify Company against any loss, damages, costs, expenses or other claims arising from any claim of infringement.
25. We undertake to keep confidential and not disclose to any other person (except in the proper performance of duties) either during or after the termination of this contract any information whatsoever relating to your business or any trade secrets or make use of the same in any manner which might be prejudicial to your interests. Without limiting the foregoing, Company shall be entitled to name you in a representative listing of its clients.
26. You undertake to keep confidential and not disclose to any other person either during or after the termination of this contract any information whatsoever relating to our business, any proposals, methodologies and debrief documentation or other information supplied by Company during or before the project or make use of the same in any manner which might be prejudicial to our interests.
27. The findings from the Company’s research may only be published, used or quoted elsewhere, 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.

28. Except as expressly set forth herein, neither party makes any warranties, express or implied, statutory or otherwise, with respect to this agreement and the Services to be provided hereunder. You recognize that the figures contained in the Deliverables produced hereunder are estimates derived from sample surveys and, as such, may be subject to statistical error. In the case of predictive techniques, you accept that any subsequent change in market conditions on which the assumptions are based, or to the test product or service itself, could impact the initial performance predictions including possible invalidation of the results. Study findings and other Deliverables are prepared for your internal use only, and Company hereby disclaims any liability for any use or reliance of the study findings or Deliverables by third parties.
29. In no event shall Company be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, including, but not limited to, loss of profits or revenue, loss of data, or loss of business opportunity, even if such damages are foreseeable and whether or not it has been advised of the possibility thereof. Further, in no event will Company have any liability for the use of the results of the project by you. Company's maximum aggregate liability shall not exceed the total amount paid by you to Company under these Terms and Conditions during the twelve (12) month period prior to the first date the liability arose. The parties acknowledge that all of the limitations set forth in this Section 29 are integral to the fees agreed upon by the parties in connection with Company's agreement with you, and that were Company to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Each party shall, however, exercise commercially reasonable efforts to mitigate any damages to the other party.

General

30. You also agree to the terms of the Data Processing Addendum Agreement which is appended to the Terms and Conditions, and forms part of them.
31. When projects are commissioned in the U.K. then English law governs the agreement between us and you agree to submit to the exclusive jurisdiction of the English courts.
32. When projects are commissioned in the U.S., the law of the State of New York will govern the agreement between Company and you, and the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in New York County in the State of New York.
33. These Terms and Conditions, together with the Data Processing Addendum Agreement, the Proposal and Proposal confirmation, constitute the entire agreement between us, supersede any previous agreements or understandings and all other terms, express or implied by statute or otherwise are excluded to the fullest extent permitted by law. This agreement and the rights hereunder are not transferable or assignable by either party without prior written consent of the non-assigning party; provided, however, that this agreement may be assigned by either party to a person or entity who acquires substantially all of such party's assets, stock or business by sale, merger, consolidation or otherwise.
34. Unless otherwise specified, any amendment, supplement or modification of any provision of the agreement shall be effective only if it is made or given in writing and signed by both parties.
35. A notice required to be served on you or Company under this agreement shall be in writing addressed to the other at its registered office or principal place of business or such other address as may have been notified to the party giving notice pursuant to this term.
36. No failure or delay by Company to exercise any of its rights under the agreement shall be deemed to be a waiver of that right, and no waiver of any breach of the agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.
37. If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of these terms and the remainder of the provision in question shall not be affected.



INTERNAL

- 38. Each party shall be and act as an independent contractor and not as a partner, joint venturer or agent of the other in such party's performance hereunder.
- 39. You agree that during the term of our agreement with you 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 Company's personnel 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, Company will suffer irreparable harm and that it will be entitled to seek injunctive or other equitable relief without prejudice to any of its other rights and remedies.

On behalf of Company

On behalf of the Client, [enter Client company and registered address]:

Signature:

Signature:

Name:

Name:

Job Title:

Job Title:

Date:

Date:

DATA PROCESSING ADDENDUM AGREEMENT BETWEEN COMPANY AND CLIENT

This Data Processing Addendum Agreement (“Addendum Agreement”) forms part of the Terms and Conditions between Firefish, The Numbers Lab and The Pineapple Lounge (each the “Company”, as applicable), and each of their clients (the “Client” for the purpose of this Addendum Agreement) and shall be deemed accepted upon acceptance of the research proposal (“Proposal”) and commissioning of the project and shall be deemed incorporated into those Terms and Conditions (together with the Addendum Agreement, the “Agreement”).

DEFINITIONS

The following definitions apply in this Addendum Agreement:

“Client Personal Data” means Personal Data provided by the Client to the Company for the purpose of receiving the services set out in the applicable Proposal;

“Company Personnel” means all or any of: (i) directors, officers, employees and/or agents of the Company; (ii) the directors, officers, employees and/or agents of the Company’s sub-contractors; and (iii) any other individuals engaged by or on behalf of the Company or any of its sub-contractors in the performance of any part of the Company’s obligations under the 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;
- (ii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC); and
- (iii) 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;

“Joint Controller Agreement” means the Company’s Joint Controller Agreement, [found here](#)

“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;
“Proposal”	means the proposal document provided by the Company to the Client setting out details of the Services, as agreed to by the Client;
“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, Client Personal Data provided by the Client and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of such Client Personal Data which is likely to result in a risk to the rights and freedoms of any identified or identifiable individuals to whom the Client Personal Data relates;
“Services”	means the services provided or to be provided by the Company to the Client pursuant to the relevant Proposal;
“Standard Contractual Clauses” or “SCCs”	means the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to GDPR approved by EC 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 .
“UK Standard Contractual Clauses” or “UK SCCs”	means the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to 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 or any replacement standard contractual clauses or international data transfer agreement approved by the UK Information Commissioner’s Office.

1. DATA PROTECTION

- 1.1 Terms and expressions used but that are not defined in this Addendum Agreement have the meanings assigned to them in Data Protection Legislation.
- 1.2 Appendix 1 at the back of this Addendum Agreement sets out the scope, nature and purpose of processing by the Company, 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 Company will:

- (a) process the Client 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 Client Personal Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Client Personal Data;
- (c) ensure that the Company Personnel who access the Client Personal Data are under an obligation to handle the Client Personal Data in accordance with the obligations regarding confidentiality of information in accordance with the Terms and Conditions;
- (d) process the Client Personal Data only: (i) as reasonably necessary for the performance of the Company's obligations, and exercise of its rights, in accordance with Terms and Conditions and the relevant Proposal, 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 Legislation to which the Company is subject. Further, the Company shall notify Client in case the Company 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 Company shall not be required to follow the relevant instruction);

Company 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 Client Personal Data, but only to the extent the Company is reasonably able to do so taking into account the nature of the processing of the Client Personal Data undertaken in providing the Services and the information the Company has in its possession and control;

- (f) 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 Company to do so, taking into account the nature of the processing of the Client Personal Data undertaken in providing the Services and without requiring the Company to incur any additional costs in providing such measures;
- (g) upon request from Client, make available to Client or a Regulator as required, all information reasonably required to demonstrate compliance with this Addendum Agreement, and permit, at an agreed time on no less than ten (10) days' written notice, an audit of the processing activities covered by this Addendum Agreement, such audit to be undertaken by Client, a third-party auditor instructed by the Client or a Regulator as required. Such audits shall take place during the Company's normal business hours, shall not unreasonably interfere with the Company's day-to-day operations and shall be performed at the Client's cost;
- (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 Company 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 Company 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 Company;

Data Breach & Deletion or Return of Data

- (i) notify Client, without undue delay upon becoming aware, of a Reportable Breach and provide, together with such notification, such details of the nature of Client Personal Data affected, the categories and number of data subjects concerned and approximate volume of Client Personal Data records affected, to the extent known to the Company at such time;
- (j) promptly, and at the option of Client, return (if feasible) to Client or delete or destroy all of the Client Personal Data and all materials containing any copies of the Client Personal Data held by the Company on behalf of Client following the termination or expiry of the Company's applicable Services with the Client, other than to the extent that its retention is required by any Data Protection Legislation to which the Company is subject.

- Sub-contracting & Cross-border Transfers**
- 1.4 Client agrees the Company may disclose Client Personal Data to any third party to which the Company 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 the Company will have an 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 and the Company will remain liable for the performance of such obligations by such third party with regards to the processing of Client Personal Data.
- 1.5 The Company will not transfer any Client Personal Data to a country or international organisation located outside the country of origin of that Client 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 Client 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 2. 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 Client 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 Company shall implement agreed additional safeguards in respect of the relevant Personal Data.

1.9 **Joint Data Controllers**

The Parties agree that in the event that the Company and the Client are acting as Joint Data Controllers in respect of Client Personal Data or other Personal Data processed by either party in the provision of the Services they will enter into the Joint Controller Agreement. In addition, both parties acknowledge that they must comply, and must procure that their agents and/or sub-contractors shall comply, with applicable Data Protection Legislation.

1.10 **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 Client Personal Data to the Company in connection with this Agreement, including that its processing of Client Personal Data using the Services is lawful and is undertaken in accordance with the principles relating to the processing of Client 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 Client Personal Data to the Company, or that would prevent or restrict the Company disclosing or transferring the Client Personal Data to the Sub-processors;
- (c) not process any Client Personal Data using the Services, or permit the Company to process any Client Personal Data, in breach or contravention of any order issued to, or limitation of processing imposed on, Client by any Regulator;
- (d) provide the Company with such co-operation and information as the Company may reasonably request from time to time to permit the Company and/or any Sub-processor to comply with its obligations under Data Protection Legislation; and

1.11 **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 Company:** To undertake research recruitment, fieldwork and analysis. To create research findings and associated deliverables as set out in each Proposal
2. **Scope & Nature:** See description of Services in applicable Proposal
3. **Purpose of processing:** Market research services as per the Service description
4. **Duration of the processing:** Until termination of Company'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 not listed here will be agreed on commission of each Proposal
 - 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

All types of personal data will be processed on the strict basis that consent has been gained
7. **Supervisory Authority:** the supervisory authority of the country of the exporter of the personal data
8. **Sub-processors:** sub-processors are appointed on a project-by-project basis

Appendix 2 – STANDARD CONTRACTUAL CLAUSES: ADDITIONAL TERMS

- For the purposes of any transfers made in accordance with Clause 1.6 of the Data Processing Addendum Agreement:
- Where the Client is a Controller and a data exporter of the Personal Data and the Company 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
- Where the Client is a Processor (acting on behalf of a Controller) and a data exporter of the Personal Data and the Company 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.
- 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;
- The relevant provisions of the Standard Contractual Clauses are hereby incorporated by reference and are an integral part of this Addendum Agreement;
- Docking Clause. The option under clause 7 shall not apply;
- 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 thirty (30) days unless otherwise agreed in writing between the parties;
- Redress. The option under clause 11 shall not apply;
- Governing Law. The governing law for the purposes of clause 17 shall be the law governing the Terms & Conditions;
- Choice of forum and jurisdiction. The courts under clause 18 shall be those designated in the Terms & Conditions;
- Annexes. In Annex I, the details of the parties are as set out in the Terms and Conditions. The remaining information in Annex I and Annex II is as set out in Appendix 1 to this Addendum Agreement.

Standard Contractual Clauses – Additional terms for Processor-to-Processor transfers;

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