

## IPSOS PURCHASING TERMS

Valid for Ipsos GmbH and trend.test Gesellschaft für telefonische Datenerhebung mbH (both hereinafter referred to as „Ipsos”)

Version December 1<sup>st</sup> 2024

0. **Contractual Documents.** If a separate agreement is signed between the parties related to the Services covered hereunder, then such agreement shall take precedence over the Ipsos Purchasing Terms set forth herein. Where no separate agreement exists, each Purchase Order placed by Ipsos for goods and/or services/or deliverables covered hereunder (the “**Services**”) is subject to these Ipsos Purchasing Terms (“**Ipsos Purchasing Terms**”, or “**Terms**”, or the “**Agreement**” as referred herein) and the terms of the applicable Purchase Order. No other document, including Vendor’s terms or conditions or any proposals, shall prevail over Ipsos Purchasing Terms. Vendor shall be deemed to have agreed to be bound by such Ipsos Purchasing Terms by accepting the Purchase Order and/or commencing the performance of the Services.

Where either (i) Services may be performed by Vendor in the absence of a Purchase Order, or (ii) a Purchase Order agreed by the parties may not be fully executed, the parties agree that should either of the two foregoing circumstances occur, Ipsos Purchasing Terms shall nevertheless govern the rights and obligations of the parties with respect to the Services provided by Vendor.

The Agreement consists only of: (a) these Ipsos Purchasing Terms; (b) the applicable Purchase Order; and (c) any specifications or other documents expressly referenced in the Purchase Order. Any reference in the Purchase Order to any Vendor’s proposal is solely for the purpose of incorporating the descriptions and specifications of the Services contained in the proposal, and only to the extent that the terms of the Vendor’s proposal do not conflict with the Terms and the descriptions and specifications set out in the Purchase Order. Ipsos’ acceptance of, or payment for, the Services will not constitute Ipsos’ acceptance of any additional or different terms in any Vendor proposal, unless otherwise accepted in writing by Ipsos. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this clause.

Notwithstanding anything to the contrary in the Ipsos Purchasing Terms, Ipsos shall have no obligation to purchase the Services exclusively from Vendor, and Ipsos may use other service providers of its choice for any and all services and/or deliverables identical or similar to the Services and/or Deliverables provided by Vendor under the Agreement and the relevant Purchase Order. Nothing in this Agreement shall be construed to constitute any guarantee or commitment from Ipsos to order any particular amount or volume of Services other than as explicitly set forth in a Purchase Order.

“**Ipsos Affiliates**” means with respect to Ipsos: any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, whether incorporated or not, that the French holding company Ipsos SA, or any of its subsidiaries, directly or indirectly holds 30% or more of the nominal value of the issued share capital or 30% or more of the voting power at General Meeting, and/or either (i) has the power to appoint a majority of directors, or (ii) when by contract or otherwise, can direct or cause the direction, or the management or the activities of such entity/Affiliate from time to time even if Ipsos SA or any of its subsidiaries has a minority interest in that entity.

1. **The Work and Acceptance of the Services.** Ipsos hereby engages Vendor to perform the Services as set forth in the Purchase Order (or any similar document) and incorporated herein. Vendor shall perform the Services pursuant to the specifications set forth in each Purchase Order, in a timely, diligent, and workmanlike manner, and with the highest professional standards of vendors who perform comparable services within or for the market research industry. Vendor will comply with all relevant policies and codes of conduct of Ipsos including Ipsos Supplier Code of Conduct and (ii) the Ipsos end client policies. Time is of the essence in the performance of the Services.

Ipsos will evaluate and either “Accept” or “Reject” the Services in accordance with the specifications listed in the applicable Purchase Order, within thirty (30) days of performance or delivery of such Services to Ipsos. Where Ipsos determines to reject the Services, Ipsos shall provide written notice to Vendor, which shall state the reason by referring to the applicable specification from the Purchase Order to which the Services do not conform. If the Services do not pass inspection because they do not conform to the specifications in the applicable Purchase Order, Vendor shall have the opportunity to cure and re-deliver the non-conforming Services and the evaluation will be repeated until the new Services are accepted by Ipsos or Ipsos elects to terminate the Purchase Order. If Ipsos elects to terminate the Purchase Order, then Vendor will reimburse Ipsos the related fees that Ipsos may have paid in advance without prejudice to any damages Ipsos may ask. Acceptance will occur when the Services have been Accepted in accordance with the provisions of this Section. Any payment of fees by Ipsos to the Vendor does not, under any circumstances, imply Ipsos’ acceptance of the Services or any Work Product to be provided by the Vendor under a Purchase Order.

Vendor warrants to Ipsos that the Services shall comply with the specifications as listed in the relevant Purchase Order for ninety (90) business days after the Acceptance date and shall modify, repair or replace any Service which does not conform with the specifications or any documentation at no additional cost to Ipsos or as an alternative (at Ipsos choice) refund or credit Ipsos the Fees paid for such Services. If Ipsos does not accept or reject a Service within thirty (30) days following receipt of a Service, then Ipsos shall be deemed to have accepted these Services.

2. **Payment.** The fees for the Services shall be as set forth in the Purchase Order. Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. If not agreed otherwise in the Purchase Order, Vendor will invoice Ipsos for the Services as follows: In the case of tracking studies requiring the periodic delivery of data, Vendor will invoice a pro-rated amount of the entire study costs on a monthly or quarterly basis as mutually agreed in the Work Order. In case of no tracking study and unless the billing schedule is set forth in the Work Order, all amounts due under the Work Order will be invoiced upon completion of the project. Ipsos will pay those invoices within sixty (60) days after the completion and Acceptance by Ipsos of the Services and Ipsos receives an invoice that is satisfactory to Ipsos in form and content. Any out-of-pocket expenses incurred as a part of the Services rendered in a Purchase Order must be pre-approved by Ipsos in writing and shall include supporting documents with no mark-up. The invoice(s) for these expenses are to be submitted no more than 30 days after the Service has been rendered and paid in

accordance with the terms and conditions of these Terms. Upon notice to Vendor, Ipsos may withhold payment(s) for any item(s) on Vendor's invoice(s) that Ipsos reasonably disputes. Pending settlement or resolution of the dispute, Ipsos' non-payment of such disputed items shall not per se constitute default by Ipsos and shall not entitle Vendor to suspend, delay or cease its furnishing of the Work product or performance of the Services. All the fees listed in a Purchase Order shall remain unchanged during the Term unless it is changed by Ipsos through a change of the Purchase Order.

In any case, the fees should not increase more than three (3%) for any renewal term.

3. **Term and Termination.** These Terms will commence and end on the dates set forth in the Purchase Order (the "**Term**"), unless earlier terminated as set forth herein. Either party shall have the right to terminate this Agreement, effective immediately, at any time and without prior notice, if the other party fails to cure a breach of this Agreement within thirty (30) days of receiving written notice of such breach by the non-breaching party. Either party may terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; (iv) the other party is liquidated or dissolved.

In addition, Ipsos shall have the right to terminate this Agreement and/or any Purchase Order without cause upon thirty (30) days prior written notice to Vendor. Ipsos may terminate immediately this Agreement in case of Vendor's change of ownership involving an Ipsos' competitive entity.

Notwithstanding anything herein to the contrary, if this Agreement is terminated by Ipsos for reasons that can be attributed to Vendor, Vendor shall refund to Ipsos any prepaid fees for Services that have not actually been delivered as of the effective date of the termination, and Ipsos shall not be liable for any future payments for such terminated Services from thereon.

Termination or non-renewal of a Purchase Order shall not terminate any other Purchase Orders that are in place at the time of such termination or expiration, which shall continue until their completion under these Terms, unless Ipsos notifies in writing to Vendor a termination of a Purchase Order or all Purchase Orders or Services within three (3) business days before the termination date of the relevant Purchase Order.

Upon termination of this Agreement for any reason, Vendor commits to (i) return to Ipsos any document or materials provided by Ipsos within a maximum period of ten (10) days of termination of this Agreement, and (ii) deliver to Ipsos the Work Product regardless of its completion status. Sections 4 to 12, and 16 to 23 shall survive the termination of this Agreement.

The termination and cancellation provisions set out in this Section are not exclusive, and are in addition to, and not in limitation of either party's rights under these Terms or at law and are without prejudice of any damages or service credits that Ipsos may claim.

4. **Representations and Warranties.** Vendor represents and warrants that where the service performed pursuant to this Agreement constitute market, opinion or social research or data analytics, they shall be rendered in accordance with ISO 20252 as well as all generally accepted professional industry standards and practices applicable to the advertising and marketing research industry, including, without limitation, the International Code of

Marketing and Social Research Practice issued by the ICC, ESOMAR and, if required by Ipsos, ADM standards. In addition, the Vendor represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws as well as the German Mindestlohngesetz / Minimum Wage Act (if applicable) and applicable laws relating to corruption and/or bribery and U.S. or non U.S. export control laws and regulations; (ii) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the performance of its Services; (iii) the Services will conform in all material respects to the specifications in the Purchase Order and to any requirements and documentation; (iv) it shall commit to dedicate the necessary human resources to assist Ipsos with the provision and the implementation of the Services and to take all reasonable steps to maintain continuity in relation to its staff dedicated to the performance of the Services; (v) it shall both on its own behalf and on behalf of its personnel and its subcontractors, if any, comply with the procedures, technical procedures and policies in effect at Ipsos premises or sites where the Services will be performed; (vi) it will be solely responsible for the payment of its sub-processors and subcontractors and fully liable for the acts and/or omissions of any and all its sub-processors and subcontractors in the whole supply-chain as if they were Vendor hereunder; (vii) it is and shall remain at all times, owner of its tools, software, or equipment and every component thereof as well as owner of the related intellectual property rights and source codes, or the recipient of a valid license thereto; (viii) it has and will maintain the full power, and authority to grant the intellectual property rights and other rights granted in this Agreement without the further consent of any third party and that there is no restriction or limitation for the Vendor to transfer those intellectual property rights on the Services or the Work Product to Ipsos according to the terms of this Agreement or the relevant Purchase Order; (ix) the Services shall not violate or infringe upon the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party; (x) the tools, software, or equipment and any media used to provide the Services contain no viruses or other destructive programming or computer instructions or technological means intended to disrupt, damage, or interfere with Ipsos' infrastructure as far as this is in Vendor's reasonable technical sphere of control; (xi) no third party software (including free or open-source software) will be included in the Services and in any Work Product without the written consent of Ipsos and Ipsos shall have no obligation to pay any third party any fees, royalties, or other payments for Ipsos' use of any third party software, (xii) it shall not use the name, logos or trademarks of Ipsos or any of Ipsos' end clients in any advertising, marketing or promotional materials, press releases or press conferences without Ipsos' prior written consent and (xiii) it shall procure that any of its subcontractors in the whole supply-chain shall at all times comply with the terms of this Agreement.

5. **Confidentiality.** "Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, tools, techniques, methodologies, processes, lessons learned, models, know-how, algorithms, intellectual property rights, trade secrets, specifications, computer programs and software; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project proposals, personnel, and business relationships, including, without limitation, any information relating to the business or intellectual property of Ipsos' end clients and (iii) any request for proposal or request for information communicated by Ipsos and these Terms.

5.1. Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received

from the other party under this Agreement for any purpose other than to fulfill its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder, and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein or are bound by a similar written agreement containing terms regarding confidentiality that are at least as strict as those set forth herein. For the avoidance of doubt: Subcontractors of Vendor are third parties. Confidential Information shall not be disclosed to subcontractors, unless Ipsos has previously agreed in writing, and provided, that such subcontractors are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as it uses for its own information, but in no event less than a reasonable degree of care. The confidentiality obligations herein shall survive any expiration or termination of this Agreement. Ipsos expressly points out to Vendor that unauthorized disclosure of Confidential Information, in particular professional secrets, social data, bank secrets etc., is punishable by fine or imprisonment.

- 5.2. The obligation of confidentiality, however, shall not apply to information which: (i) is at the time of receipt or dissemination, or thereafter becomes, generally available to the public other than through a breach of this Agreement by the receiving party; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired from the disclosing party; (iii) is acquired or rightfully received without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or applicable law, provided that the receiving party first gives the disclosing party reasonable notice of such court order or law and an opportunity to oppose or attempt to limit such production.
- 5.3. Nothing in this Agreement is intended to grant any rights to Vendor under any patent, copyright, trademark, trade name or other proprietary right of Ipsos, nor shall this Agreement grant Vendor any rights in or to the Confidential Information. Vendor shall not reverse-engineer, decompile, or disassemble any products, prototypes, software or other tangible objects that embody the Confidential Information nor shall Vendor remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from Ipsos.
- 5.4. Upon completion of the Services or the disclosing party's earlier written request, the receiving party shall at disclosing party's option either: (i) return disclosing party's Confidential Information, in whatever form held by the receiving party, or (ii) certify in a writing signed by a duly authorized officer or representative of the receiving party that such Confidential Information, in whatever form held, has been destroyed. Notwithstanding the foregoing, the parties acknowledge that Confidential Information provided in electronic format (e.g. e-mail, but not including any file transfer format) may be copied by the receiving party as part of its normal back-up procedures and as such copies cannot be destroyed or returned to the disclosing party. Each party agrees that it shall a) not access or utilize such copies following receipt of a request to return or destroy Confidential Information from the disclosing party other than for restoration purposes and shall delete any Confidential Information following such restoration and b) the receiving party may retain one copy of the Confidential

Information in its legal archives solely for the purpose of determining its obligations hereunder.

## 6. Personal Data Protection.

Where Ipsos is acting as a controller or processor and Vendor is acting as a processor or sub-processor respectively (as each are defined in the GDPR), Section 6.1 applies. In case Vendor is acting as a controller and Ipsos as a processor, Section 6.2 applies. However, expressions defined in Section 6.1 equally apply to clause 6.2.

### 6.1. Vendor acting as Ipsos' Processor

If Vendor collects, stores or processes any personal data as defined in Article 4 (1) of the EU General Data Protection Regulation 2016/679 ("GDPR") in connection with the Services ("**Personal Data**"), Vendor hereby undertakes to protect and safeguard such Personal Data from unauthorized use or access, loss, destruction, theft or disclosure in a manner that meets or exceeds the "**Technical and Operational Measures (including Security Requirements)**" set forth [in this link](#). Vendor will not keep the Personal Data on any removable device unless that device is protected by being fully encrypted to a minimum standard of 256-bit AES, the use of the device is necessary for the provision of the Services and an audit trail showing upon which removable device(s) the Personal Data are held is maintained.

Vendor shall use, protect and disclose any Personal Data collected, stored, processed or disclosed strictly in accordance with the provisions of this Agreement and the "**Data Protection Legislation**" which includes all applicable law, rules and regulatory requirements in relation to the processing of Personal Data in any relevant country, including, but not limited to the GDPR, any EU member state or all related national laws, **UK data protection laws** (including the UK GDPR) and any other applicable data protection legislation as amended, superseded or replaced from time to time.

Vendor shall always cooperate with Ipsos and assist Ipsos in complying with Data Protection Legislation, notably by supplying to Ipsos any information required by Ipsos to comply with any filing obligations or other formalities (including but not limited to any data protection impact assessments, transfer impact assessments or legitimate interest assessments), or by making available to Ipsos all information necessary to demonstrate its compliance with the obligations of the Agreement. In all cases, Vendor shall not communicate with any regulator without the express consent of Ipsos, unless legally required.

Vendor undertakes to notify Ipsos immediately and in any event no later than twelve (12) hours upon discovery of any actual or suspected breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed ("**Personal Data Breach**"). Vendor shall:

- (i) deliver to Ipsos a written detailed report regarding the nature of the Personal Data Breach, the categories and the approximate number of the Personal Data affected no later than 24 hours after becoming aware of any actual or suspected security breach. Ipsos has the right to request any additional information.
- (ii) proceed forthwith (including as Ipsos may direct), at no cost to Ipsos to: (a) mitigate any adverse impact or other harm to Ipsos and any affected data subjects resulting from such Personal Data Breach; and (b) prevent similar Personal Data Breaches from occurring in the future. The Vendor will keep Ipsos fully informed of all stages of its investigation and all actions taken as a result thereof; and
- (iii) not without the prior agreement of Ipsos communicate with any authority or other external party concerning the Personal Data Breach, other than as may be legally

required.

Vendor undertakes to co-operate with Ipsos to help regain possession (if lost) of such Personal Data and to prevent its further unauthorized use and/or disclosure. Vendor hereby undertakes to immediately notify Ipsos if it has a reasonable belief that it or any other person has contravened, or is likely to contravene, any provision of the Agreement related to Personal Data or Data Protection Legislation.

Vendor shall not retain Personal Data longer than the duration of retention agreed with Ipsos and, in any case, shall not retain those data longer than the authorized duration set forth in the Purchase Order unless if it is required to retain their information to comply with applicable tax/revenue laws or during a dispute resolution procedure, or its obligations to prove consent given. If no duration is set, then the retention duration shall be limited to the duration of the Purchase Order.

Where the Vendor is processing the Personal Data in a country or supra-national region other than that where the Ipsos party is located, the parties agree that the relevant EU standard contractual clauses, as approved by Commission Decision 2021/915, and the UK Addendum (“SCC”) as set out at SCC [Modules 2 & 3](#) are incorporated into this agreement. Where Ipsos is acting as controller and Vendor as processor, Module 2 shall apply. Where Ipsos is acting as processor and Vendor as sub-processor, Module 3 shall apply. The parties undertake to execute and do all such further things as may be necessary to comply with Data Protection Legislation including, but not limited to, the execution between the parties of appropriate other contractual clauses and all subsequent formalities (if any) as required under Data Protection Legislation or the SCC.

Unless applicable Data Protection Legislation allows the transfer or transfer to a sub-processor or to any third party (including for processing, hosting or granting remote access purposes when duly authorized by Ipsos) of Personal Data to a country or supra-national region outside the country or supra-national region where processing under this Agreement has been agreed, Vendor shall not transfer the Personal Data without the prior written consent of Ipsos. If Ipsos grants such written consent to transfer the Personal Data outside such countries or regions, the Vendor (including any relevant recipient of the Personal Data) shall (a) comply with the obligations defined by the Data Protection Legislation by providing an adequate level of protection to any of the Personal Data that is transferred in the countries agreed by Ipsos and providing evidence of the adequate level of protection to Ipsos; (b) comply with any reasonable instructions notified to it by Ipsos and (c) undertake to execute and do all such things as may be necessary to comply with Data Protection Legislation including, but not limited to, the execution between the Parties of appropriate SCC.

Unless it receives Ipsos’ prior written consent, Vendor (i) will not access or use any Ipsos data or Personal Data other than as necessary to facilitate the Services provided hereunder; and (ii) will not give any third-party access to Ipsos data or Personal Data without Ipsos’ prior written consent.

## 6.2. Vendor acting as Controller

If Vendor provides any Personal Data, the parties agree that the “**Technical and Operational Measures (including Security Requirements)**” set forth [in this link](#) and to be applied *mutatis mutandis* constitute appropriate technical and operational measures for the purposes of any applicable Data Protection Legislation. Ipsos will not keep the Personal Data on any removable device unless that device is protected by being fully encrypted to a minimum standard of 256-bit AES, the use of the device is necessary for the provision of the Services and an audit trail showing upon which removable device(s) the Personal Data are held is maintained.

Ipsos shall use, protect and disclose any Personal Data collected, stored, processed or disclosed strictly in accordance with the provisions of this Agreement, any Purchase Order and the Data Protection Legislation.

Ipsos shall always cooperate with Vendor and assist Vendor in complying with Data Protection Legislation, notably by supplying to Vendor any information required by Vendor to comply with any filing obligations or other formalities (including but not limited to any data protection impact assessments, transfer impact assessments or legitimate interest assessments), or by making available to Vendor all information necessary to demonstrate its compliance with the obligations of the Agreement. In all cases, Ipsos shall not communicate with any regulator without the express consent of Vendor, unless legally required.

Ipsos undertakes to notify Vendor immediately and in any event no later than twelve (12) hours upon discovery of any actual or suspected Personal Data Breach. Ipsos shall:

- (i) deliver to Vendor a written detailed report regarding the nature of the Personal Data Breach, the categories and the approximate number of the Personal Data affected no later than 24 hours after becoming aware of any actual or suspected security breach. Vendor has the right to request any additional information;
- (ii) proceed forthwith (including as Vendor may direct), at no cost to Vendor to: (a) mitigate any adverse impact or other harm to Vendor and any affected data subjects resulting from such Personal Data Breach; and (b) prevent similar Personal Data Breaches from occurring in the future. Ipsos will keep Vendor fully informed of all stages of its investigation and all actions taken as a result thereof; and
- (iii) not without the prior agreement of Vendor communicate with any authority or other external party concerning the Personal Data Breach, other than as may be legally required.

Ipsos undertakes to co-operate with Vendor to help regain possession (if lost) of such Personal Data and to prevent its further unauthorized use and/or disclosure. Ipsos hereby undertakes to immediately notify Vendor if it has a reasonable belief that it or any other person has contravened, or is likely to contravene, any provision of the Agreement related to Personal Data or Data Protection Legislation.

Ipsos shall not retain Personal Data longer than the duration of retention agreed with Vendor and, in any case, shall not retain those data longer than the authorized duration set forth in the Purchase Order unless if it is required to retain their information to comply with applicable tax/revenue laws or during a dispute resolution procedure, or its obligations to prove consent given. If no duration is set, then the retention duration shall be limited to the duration of the Purchase Order.

Where Ipsos is processing the Personal Data in a country or supra-national region other than that where the Vendor is located, the parties agree that the SCC as set out at SCC reverse [Modules 2](#) are incorporated into this Agreement and undertake to execute and do all such further things as may be necessary to comply with Data Protection Legislation including, but not limited to, the execution between the parties of appropriate other contractual clauses and all subsequent formalities (if any) as required under Data Protection Legislation or the SCC.

Unless applicable Data Protection Legislation allows the transfer or transfer to a sub-processor or to any third party (including for processing, hosting or granting remote access purposes when duly

authorized by Vendor) of Personal Data to a country or supra-national region outside the country or region where processing under this Agreement has been agreed, Ipsos shall not transfer the Personal Data without the prior written consent of Vendor. If Vendor grants such written consent to transfer the Personal Data outside such countries or supra-national regions, Ipsos (including any relevant recipient of the Personal Data) shall (a) comply with the obligations defined by the Data Protection Legislation by providing an adequate level of protection to any of the Personal Data that is transferred in the countries agreed by Vendor and providing evidence of the adequate level of protection to Vendor; (b) comply with any reasonable instructions notified to it by Vendor and (c) undertake to execute and do all such things as may be necessary to comply with Data Protection Legislation including, but not limited to, the execution between the Parties of SCC.

Unless it receives Vendor's prior written consent, Ipsos (i) will not access or use any Vendor data or Personal Data other than as necessary to facilitate the Services provided hereunder; and (ii) will not give any third-party access to Vendor data or Personal Data without Vendor's prior written consent.

7. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party, its affiliated companies and each of its respective officers, directors, employees and agents from and against all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable attorneys' fees, initiated by or on behalf of third parties to the extent arising out of any acts or omissions of a party or any breach or violation by a party of its representations and warranties or other terms of this Agreement.

#### 8. Limitation of Liability.

a) Neither party shall be liable to the other for lost profits or revenues or other speculative economic loss, including consequential, special, punitive or other similar damages, arising from or related to this Agreement, except with respect to third party indemnification claims (including from Ipsos' end client) as specified above in Section 7, Vendor's gross negligence or fraud or willful misconduct and Vendor's breach of its confidentiality obligations.

b) Ipsos shall not be liable for damages caused by simple negligence, except in the case of injury to life, body, health or essential contractual obligations. Essential contractual obligations are those whose fulfillment characterizes the Agreement and on which the other contractual party may rely. In the event of property damages or financial losses caused by a breach of such essential contractual obligations due to simple negligence, Ipsos shall only be liable for the foreseeable damage typical for the Agreement. The aforementioned limitations of liability shall also apply in favor of the legal representatives, directors, employees, workers and vicarious agents of Ipsos. However, the aforementioned limitations of liability shall not apply to any strict liability prescribed by law or to liability arising from a strict warranty or in the event of intent or gross negligence.

#### 9. Ownership of Work Product.

9.1. Each party will at all times maintain sole and exclusive ownership of their respective intellectual property rights and data. Each party will agree not to reverse assemble, reverse compile, or otherwise translate the other party's intellectual property and software they own except as expressly permitted by the other party in connection with the Services under this Agreement.

9.2. Ipsos shall own all ideas, designs, concepts, materials, reports, data, analyses, inventions, discoveries, improvements, and processes created or developed by Vendor which result from the performance of the Services, including, without limitation,

all deliverables identified in the Purchase Order and all intellectual property rights therein (collectively, the "**Work Product**"). The Work Product shall be considered "works made for hire" in accordance with United States copyright law or any other applicable law. In the event that such works are determined not to constitute "works made for hire" as a matter of law, Vendor hereby irrevocably assigns to Ipsos all of its right, title and interest in and to the Work Product, including, without limitation, all related intellectual property rights and all applications therefor. The price corresponding to such present assignment is included in the fees paid by Ipsos under this Agreement or the relevant Purchase Order. Upon Ipsos' request, Vendor will execute and deliver to Ipsos all documents necessary to perfect Ipsos' right, title and interest in and to the Work Product. To the extent any assignment is not permitted by applicable laws, Vendor, or its employees and approved subcontractors, as applicable, shall grant Ipsos and its Affiliates an exclusive, transferable, sublicensable, perpetual, worldwide, unlimited license in the Work Product in any and all media, whether existing or hereafter developed, including the exclusive right to copy, reprint, rework, multiply, modify and create derivative works of the Work Product. Ipsos shall not pay any separate compensation for such license. Without limiting the generality of the foregoing, if Vendor enhances, modifies or creates derivative works of any Work Product, any such copies, modifications and/or derivative works shall remain the sole and exclusive property of Ipsos.

Notwithstanding the foregoing, Vendor will retain ownership of Vendor's technologies and other intellectual property rights in existence prior to the commencement of Services hereunder or developed independently of the Services hereunder, unless created expressly for the performance of the Services or the benefit of Ipsos. Vendor grants to Ipsos and its Affiliates a non-exclusive, royalty free, perpetual, irrevocable, worldwide license to use and copy any such intellectual property that is incorporated into the Work Product or the Services to the extent necessary to use the Work Product and the Services for Ipsos' business purposes.

- 9.3. Vendor shall not (and shall not allow any third party to) use any artificial intelligence (AI) tools or models without Ipsos' prior express written consent. In any case, Vendor shall not:
- (i) use any Ipsos, or Ipsos' end client data (whether or not aggregated, anonymized or masked) that is provided by Ipsos or for which Vendor has access to, or any prompts Ipsos provide to Vendor or any corresponding outputs, for modeling, customizing, testing, analytics, creation of anonymized statistics, improvement, development of or training any AI tools or models; without Ipsos express written consent, or
  - (ii) share prompts (or other data Ipsos provide to Vendor) or outputs with third parties for any purpose without Ipsos' express written consent, except as required by law.

Vendor shall, in any event, within thirty (30) days of the date of termination of a Purchase Order or expiry of the Services (a) return a copy of all Ipsos data or provide a self-service functionality allowing Ipsos to do the same; and (b) delete all other copies of Ipsos data processed by Vendor or any sub-processors.

- 9.4. As between the parties and to the extent permitted by applicable law, Ipsos owns all prompts and outputs in relation of any permitted use of artificial intelligence models or similar tools by the Vendor.

- 9.5. **Ownership of Vendor Sample Sources.** Ipsos agrees – unless otherwise agreed upon – that Vendor’s respondent community and the identities of the respondents are and shall be solely owned by Vendor and constitute its confidential and proprietary information. Ipsos will never try to identify data subjects, which are only described by ID or numbered list.
10. **Audit.** During the Term and for two (2) years thereafter, Ipsos or its designated representatives may, on reasonable notice and at any reasonable time, audit the Vendor’s records, books, data, Personal Data, management practices and the data security practices of Vendor or of any sub processor or subcontractor of Vendor to ensure compliance with this Agreement. Vendor will make available to Ipsos all necessary information (such as Vendor’s audit reports and the audit reports of its sub-processors/subcontractors, if any) and allow Ipsos, Ipsos’ end clients, a Data Regulator Authority to conduct an audit (including inspections) including an access to Vendor’s (and its sub-processor’s/subcontractors) premises, facilities, equipment, information and records, and to provide such contributions as may be reasonably required by Ipsos to demonstrate and enable Ipsos or any third party or authority to verify Vendor’s and/or its sub-processor’s/subcontractors compliance with the Agreement and the applicable Data Protection Legislation.
11. **Non-Solicitation of Employees:** During the Term and for a period of twelve (12) months thereafter, Vendor will not, either for itself or for a third party, solicit or hire any of Ipsos’ employees or contractors or induce any of them to terminate or breach an employment, contractual or other relationship with Ipsos or to devote less than their full best efforts to the interests of Ipsos provided, however, that Vendor will not be prevented from making general solicitations of employment through newspaper or similar advertisements, or through search firms, provided such solicitations are not directed to Ipsos’ employees.
12. **Non-Solicitation of Clients:** During the Term and for a period of twelve (12) months thereafter, Vendor will not, either for itself or for a third party, directly or indirectly, encourage or assist any person or entity to (i) solicit the business of or directly perform any competing services for actual or prospective clients of Ipsos (x) as to which Vendor performed Services or had direct contact in connection with Vendor’s engagement with Ipsos or (y) as to which Vendor had access to client confidences or client confidential information during the course of Vendor’s relationship with Ipsos or (ii) to encourage or induce any such client to cease doing business with, or reduce the extent of its business dealings with, Ipsos, and Vendor shall refer all opportunities relative to such clients exclusively to Ipsos.
13. **Insurance.** At all times during the course of performing any services for Ipsos, Vendor will maintain insurance from reputable insurers of the types of insurances (including their amounts) listed in [this link](#) . In the event of damage for which the Vendor is responsible, the Vendor shall do everything in its power to ensure that Ipsos (or Ipsos’ client) is compensated for its damage. The Vendor undertakes to assign the claims arising from the respective insured event to Ipsos. Upon the request of Ipsos, Vendor will promptly furnish Ipsos with certificates confirming such insurance coverage.
14. **No Subcontracting or Sub-processing.** Vendor will not engage a subcontractor or a sub-processor and/or transfer Personal Data to any subcontractor or sub-processor without Ipsos’ prior specific consent. To enable Ipsos to provide its consent, Vendor will ensure that it and the sub-processor or the subcontractor will enter into a written contract on terms which provide that the sub-processor or subcontractor has the same *mutatis mutandis* obligations as Vendor as are set out in the Agreement. Vendor shall disclose to Ipsos the whole subcontracting chain (including all the details of each subcontractor or sub-processor and any information requested by Ipsos) when Vendor is authorized by Ipsos to subcontract a portion or the whole Services to a third party.
- Ipsos has the right to require the replacement of Vendor’s personnel or of any subcontractor who is unqualified or presents a security risk and for any lawful or legitimate reason.
15. **Assignment, Transfer and Change of Ownership.**
- (i) This Agreement will be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, provided that Vendor shall not assign or transfer this Agreement without the express prior written consent of Ipsos.
- (ii) Each time there is a foreseeable evolution of the structure of a change of ownership of Vendor, specifically when such change of ownership includes an Ipsos competitive entity, Vendor shall promptly notify Ipsos in priority and in writing of such changes. Ipsos will keep strictly confidential any information provided by Vendor pursuant to this Section.
16. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the country where the Ipsos entity (or Affiliate) who placed the Services under a Purchase Order is located, without reference to its principles of conflict of law (except for the case, where the Ipsos entity (or Affiliate) who placed the Services under a Purchase Order is located in the United States, then this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, USA). For all the disputes arising out of this Agreement or relating to the Services, each party hereto consents exclusively to subject matter and *in personam* jurisdiction and venue of federal or state courts in the country or the State where the Ipsos entity (or Affiliate) who placed the Services under a Purchase Order is located (except for the case, where the Ipsos entity (or Affiliate) who placed the Services under a Purchase Order is located in the United States, each party hereto consents exclusively to subject matter and *in personam* jurisdiction and venue of federal or state courts in New York, USA).
17. **Independent Contractors.** Vendor is an independent contractor of, and not an employee, agent or authorized representative of, Ipsos. No agency, partnership, joint venture, employer-employee relationship, or other business combination between Vendor and Ipsos is intended or created by this Agreement. Vendor will be responsible for payment and/or withholding of all income, social security, unemployment compensation, workers compensation, and other employment-related taxes pertaining to Vendor and its employees, and Ipsos will have no such responsibilities, nor will Ipsos be responsible for any health, life, disability or other benefits for Vendor or its employees. Vendor will have no authority to bind Ipsos to any undertaking or agreement with any third party.
18. **Injunctive Relief.** Vendor acknowledges that, in view of the nature of the business in which Ipsos is engaged, irreparable injury to Ipsos could result should Vendor violate the confidentiality and non-solicitation provisions set forth herein. Vendor therefore agrees that in the event of any actual or threatened violation of those Sections, Ipsos will, in addition to all other rights and remedies available to it, at law or otherwise, be entitled to an immediate injunction to be issued by any court of competent jurisdiction restraining Vendor from committing such violation, together with reimbursement of any costs and attorneys’ fees incurred by Ipsos to enforce this Agreement.
19. **ESG – Climate Action.**

**ESG and climate action.** Vendor acknowledges that Ipsos' intention in the fulfillment of Vendor's obligations under this Section is to minimize its negative impact on climate change and biodiversity, and to reduce its Product Carbon Footprint to help Ipsos to achieve its ESG objectives. Vendor shall comply with Ipsos ESG's objectives as described in [this link](#).

20. **Pharmacovigilance.** Where the Services relate to healthcare and/or pharmaceutical market research, Vendor agrees to comply with the Pharmacovigilance terms set forth in [this link](#).
21. **Entire Agreement - Non-Waiver - Severability.** The Agreement contains the sole and entire agreement between the parties with respect to its subject matter and shall not be modified except by a written instrument signed by Ipsos and Vendor. The non-invoking by one of the parties of a breach of the other party under the terms of this Agreement shall not be construed as waiver in this regard and the relevant party shall not be barred from later invoking of the same breach or any other breach during the Term. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected and those provisions shall remain in full force and effect. If a court or other decision-maker should determine that any provision of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.
22. **Notices:** All notices and other communications under these Terms shall be given in writing to the parties by e-mail or at the addresses appearing in the Purchase Order, or to such other address specified in writing to the notifying party after the date of the Purchase Order and shall be deemed given on the date delivered in person, or on the next business day following delivery by a reputable overnight courier for next day delivery, or if by e-mail with a return receipt requested.
23. **Specific Purchasing Terms for IT Services:** If the Services covered by a Purchase Order are related to a software licenses and any related IT services ("IT Services"), such IT Services shall be governed by the specific terms set forth in [this link](#) ("Specific Purchasing Terms for IT Services") in addition to the Ipsos Purchasing Terms.

**LINKS ATTACHED TO IPSOS PURCHASING TERMS**

**Link 1: Ipsos Supplier Code of Conduct**

**Link 2: Technical and Operational Measures (including Security Requirements)**

**Link 2-A: SCC Module 2**

**Link 2 – B: SCC Module 3**

**Link 2 -C: SCC Module 2 Reverse**

**Link 3: Insurances policies required by the Vendor**

**Link 4: ESG – Climate Action**

**Link 5: Pharmacovigilance – Compliance for Health Industry**

**Link 6: Specific Purchasing Terms for IT Services**