

FORTIS RECRUITMENT LTD AND SOMA HEALTH (SOMA LIFE) MARKET RESEARCH TERMS AND CONDITIONS

FORTIS RECRUITMENT



SOMA LIFE



Effective from August 2023

1) Introduction. These General Market Research Terms and Conditions (referred to as the "Terms") form an agreement by and between an individual natural person, you (the "Participant", "you") and Fortis Recruitment Ltd, a private limited company incorporated and existing under the laws of United Kingdom, with its registered office at 30 Westgate, Otley, England, LS21 3AS, Company ID 09145934 under which you may participate from time to time in a Fortis Recruitment Ltd product or market research, survey, interview, usability study, diary study, focus group or any other market research activity ("Market and User Research"). You must be at least 18 years of age in order to participate in any Market and User Research.

2) Terms. Your participation in any Market and User Research is governed by these Terms. You accept and agree to these Terms by: (i) accepting an invitation from FortisRecruitment Ltd or an authorised third party to participate in Market and User Research; (ii) signing up to participate in a Market and User Research activity; or (iii) signing up to the Fortis Recruitment Ltd Insights Lab, irrespective of whether you take any of these steps on a webpage, social media account or email. You can end your participation in a Market and User Research, and/or withdraw from these Terms, at any time by sending an email to insights@fortis-vets.com or by unsubscribing to

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all Fortis Recruitment email communications though if you have subscribed to participate in a group you will need to email us your withdrawal consent so we are fully aware you are no longer a participant

3) Additional Terms. You understand that we may present you with additional terms and conditions, policies and/or instructions in connection with a particular Market and User Research activity or method, including on the Fortis Recruitment website or SomaLife website or on any SomaHealth social media account. If you do not agree with these additional terms and conditions, policies and/or instructions, you must not participate in the particular Market and User Research activity.

4) Email contact. In order to participate in a Market and User Research, you must provide us with an email address that you regularly check and to which we can send important information about the Market and User Research activity, including legal notices. In these Terms, we will refer to this email address as your "Contact Email".

5) Participating in Market and User Research. You understand that the Market and User Research you are participating in may involve gathering of information and feedback from Participants about Fortis Recruitment Ltd and/or its competitors' products and services, the Health and Wellness sector in general. Fortis Recruitment Ltd may use various methods of Market and User Research, or a combination of such methods, and the below list is not comprehensive:

a) An Interview that may consist of one or several interviews, responding to specific groups of questions, and conducted either by means of the telephone, in person, or through an online interface.

b) A Survey that may consist of answering questionnaires, survey forms, or other forms of providing feedback to Fortis Recruitment Ltd about WORK / LIFE BALANCE related topics, the inner workings of the Veterinary industry, employment related circumstances, user preferences, attitudes, and/or any other topics relating to work / life balance and veterinary industry functions. It is conducted either by means of remote electronic communication, in person or through an online interface.

c) A Diary Study that may consist of keeping a diary, journal or notes of a Participant's interactions relevant to the focus group, any significant incidents or problems during the use, or other aspects of their ways of working. The diary may be accompanied by screenshots or other supporting evidence and is provided to Fortis Recruitment Ltd for evaluation and assessment. Fortis Recruitment Ltd usually conducts a follow-up Interview with the Participant that has kept a diary study

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6) Fortis Recruitment Ltd coordinates various Market and User Research activities through the 'SOMAHEALTH and SOMALIFE network'. By signing up to Fortis Recruitment Ltds Focus Groups, you agree that we can send you invitations to various Market and User Research related activities, process the personal data you provide (see below) and your responses to Market and User Research activities. SOMA HEALTH is created and operated by Fortis Recruitment Ltd for the purposes of the Market Research & Analytics Team for internal purposes. This means that we do not sell or otherwise transact with the information you provide to Fortis Recruitment Ltd. However, certain functionality in the SOMA LIFE Insights Lab is supported by third-party service providers; however we would never provide your information to them (see below) without your explicit consent .

7) Rewards. Fortis Recruitment Ltd may, but is not required, to offer you, if a natural person, with a single compensatory reward for selected properly completed Market and User Research activity ("Reward"). Mainly for Interviews or Usability Studies, Fortis Recruitment Ltd may offer to hold Raffles or offer discount rewards for randomly selected Participants in order to incentivise higher number of Participants. If a Reward is offered, the type and amount of the Reward will be announced to You via email, on the SOMALIFE website or in the specific description of the Market and User Research activity. Fortis Recruitment Ltd group employees, contractors, and their close relatives may not be eligible for a Reward. The Reward is the sole and exclusive compensation available to the Participant and therefore the Participant is not entitled to any other remuneration or reimbursement, including for possible expenses, or otherwise in relation to the Market and User Research. The Participant needs not to accept and utilise the Reward should they not wish, in which case it would be offered to another participant in their place.

8) In-Person Market and User Research. In case a Market and User Research is conducted in person, a Fortis Recruitment Ltd representative and a Participant shall mutually agree in advance on a time and place where the Market and User Research will take place. Upon prior mutual agreement, Fortis Recruitment Ltd may directly arrange and pay for the Participant's accommodation, travel, and/or other reasonable and substantiated expenses, if required for conducting the Market and User Research.

9) Personal Data. The Participant acknowledges that Fortis Recruitment Ltd may need to collect and further process the following personal data from You in order for the Participant to take part in a Market and User Research: (i) Contact details: first name, surname, email address; (ii) for Interviews and Usability Studies: phone number, picture or an audio-video recording of You and your voice; individual

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responses to our questions (iii) for Usability Studies: screenshots or video footage. If the Participant is eligible for a Reward, Fortis Recruitment may need Your (iv) real name, email and phone number. Your personal data will only be processed for the purposes of carrying out the Market and User Research, the Market and User Research assessment, sending of messages by Fortis Recruitment Ltd and SomaLife concerning the Market and User Research and the assessment interviews performed by Fortis Recruitment Ltd, and if the Participant is entitled to a Reward, to deliver the Reward to the Participant (digital rewards only so would be via email electronically). Participant data will be stored in the Fortis Recruitment Ltd database for two years from the last time you have been invited to participate in a Market and User Research activity, following this term all responses will be anonymised.

10) Privacy Policy. The personal data you provide to Fortis Recruitment Ltd will be processed in accordance with the Fortis Recruitment Ltd's Privacy Policy. By accepting these Terms, you agree to the Fortis Recruitment Ltd's Privacy Policy, which is part of these Terms. You may terminate your participation in a Market and User Research and withdraw from these Terms at any time by sending an email notice to insights@fortis-vets.com. You can opt out from receiving informative messages and invitations for a Market and User Research by sending a request to insights@fortis-vets.com or withhold your consent with subscription to the SomaLife Insights Lab through Fortis Recruitment Ltd where an option to 'Unsubscribe from all Fortis Recruitment Ltd communications' exists.

11) Data Access. The Participant understands that Fortis Recruitment Ltd may process the Participant's personal data, or any feedback that the Participant has provided to Fortis Recruitment Ltd, in cooperation with the associated companies of Fortis Recruitment Ltd inside the UK and EU solely for the purposes of carrying out the Market and User Research, including delivery of a Reward (if any). For the purposes of these Terms, associated companies are companies controlled by, controlling, or under common control with Fortis Recruitment Lts such as SomaLife and Fortis Vets. Fortis Recruitment Ltd and its associated companies act as joint data controllers, who are jointly responsible for compliance with applicable data protection legislation. Fortis Recruitment Ltd is primarily responsible for exercising the rights of data subjects and providing information about data processing. Fortis Recruitment Ltd will anonymise all the Participant's personal data following year two that the Market and User Research is concluded.

12) Records. The Participant, by participating in a Market and User Research, in particular for Interviews or Usability Studies, grants consent to Fortis Recruitment Ltd (in accordance with articles on protection of human personality under the Act no.

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89/2012 Coll., Civil Code, as later amended) to create an image of their likeness, video, and/or audio record concerning the Participant, or its expressions of a personal nature (jointly referred to as the "Picture") if such picture should be required for any marketing brochures or creative content so as to not use your actual identity.. Such Picture will be used only for Fortis Recruitment Ltd's' internal purposes in accordance with carrying out the Market and User Research or Market and User Research assessment. The Participant shall not request any fees and remuneration for such Picture and expressly relinquishes any such fees and remuneration. The Participant hereby agrees that Fortis Recruitment Ltd shall have right, title, and interest over the Picture or any other intellectual property created under these Terms in connection with a Market and User Research concerning the Participant. The Participant shall at no point of time make any claim in relation to any intellectual property right(s) derived out of the Terms.

13) Third-party Software. The Participant understands that installation of any third-party software components on their personal computer is solely within their responsibility and authority. Fortis Recruitment Ltd takes no responsibility and will accept no liability for the performance of any third-party software tools.

14) Confidentiality. Any information provided to the Participant, whether directly or to which access is gained, during or as a result of the Market and User Research shall be kept confidential by the Participant. The Participant shall not engage in the dissemination or publication of any such confidential information as this might subject Fortis Recruitment Ltd to damage or be detrimental to Fortis Recruitment Ltd's goodwill. For this reason, Fortis Recruitment Ltd may refuse to provide You with a recording of an Interview or a Usability Study. Likewise any information provided to Fortis Recruitment Ltd from the participant shall be kept confidential at all times even after the participant has concluded their activities with Fortis Recruitment Ltd

15) Indemnification. The Participant agrees to defend, indemnify and hold Fortis Recruitment Ltd, its employees, directors, officers, agents, and their successors and assigns harmless from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to us or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of the Participant's obligations under these Terms or arising out of the Participant's violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of

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privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the termination of the Terms.

16) Materials. In the event any documents, instructions, discs or other media, lists, guides, aids, plans, software, and other materials, items and recorded information are provided to the Participant in relation to the Market and User Research ("Materials"), the Participant shall return all such materials to Fortis Recruitment Ltd within seven (7) days or delete all such Materials at the request of Fortis Recruitment Ltd or upon Market and User Research completion as the case may be.

17) Changes. Fortis Recruitment Ltd reserves the right to change these Terms, including the terms for any Reward, at any time without notice. The effective version of the Terms will be provided to You by email in the invitation for a Market and User Research, published on the Fortis Recruitment Ltd website or in the description of a Market and User Research.

18) Participation. Fortis Recruitment Ltd reserves the right to exclude any Participant from any Market and User Research activity at any time for any reason and terminate these Terms with immediate effect upon delivery of an email to such Participant.

19) MRS Code of Conduct. Fortis Recruitment Ltd proudly commits itself to the updated August 2023 code of conduct for Market, Opinion and Social Market Research and Data Analytics. Fortis Recruitment Ltd adheres to the professional standards instructed and presented by MRS and we aim to commit ourselves to absolute codes of ethical practice and standards throughout all our professional engagements.

20) Governing law. The Terms and the relationship between You and Fortis Recruitment Ltd in connection with Your participation in a Market and User Research are governed by the laws of the United Kingdom. All disputes arising from the Terms or in connection with a Market and User Research dispute will be resolved by the applicable courts of the United Kingdom

21) Independent Relationship. The relationship between Fortis Recruitment Ltd and a Participant is independent in nature and the Participant shall not claim to be a partner, employee, agent, or joint venture partner of or with Fortis Recruitment Ltd, nor claim any benefits available to the personnel of Fortis Recruitment Ltd under / before any law or forum.

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22) Severability. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed to be superseded by the valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect. Unless otherwise specified herein, these Terms constitute the entire terms between the Participant and Fortis Recruitment Ltd and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Participant and Fortis Recruitment Ltd with respect to the Market and User Research. Our failure to act with respect to a breach by the Participant or others does not waive our right to act with respect to subsequent or similar breaches.

Last Updated January 3rd 2024