

APPENDIX

PERSONAL INFORMATION PROCESSING

1. General

- 1.1. This Appendix applies to, and forms an integral part of, any service agreement, service offer, proposal, purchase order, PO, or any agreed-upon instruction between the Parties (the “**Agreement**”) entered into between Leger and the Client that involves the transfer, disclosure, or processing of Personal Information, whether such information is provided by the Client, Leger, or any third party engaged by either Party.
- 1.2. In the event of any conflict between the provisions of this Appendix and those of the Agreement, the provisions of this Appendix shall prevail, but only to the extent of such conflict and solely with respect to the matters expressly covered by this Appendix
- 1.3. The Parties agree to comply with all applicable laws, regulations, and standards governing the protection of Personal Information, including, without limitation, the *Act Respecting the Protection of Personal Information in the Private Sector*, the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”), the *Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Practices that Discourage Reliance on Electronic Means of Carrying Out Commercial Activities* (commonly referred to as Canada’s Anti-Spam Legislation or “CASL”), and any other relevant legislation (collectively, the “**Applicable Laws**”).

2. Definitions

- 2.1. “**Leger Personal Information**” means any personal information relating to respondents recruited by Leger, which Leger has collected or otherwise possessed independently of its relationship with the Client.
- 2.2. “**Project Personal Information**” means any personal information processed by Leger on behalf of the Client under or in connection with the Agreement, including Client Lists, but excluding Leger Personal Information.
- 2.3. “**Respondents Recruited by Leger**” means individuals who participate in market research studies and who are either part of Leger’s respondent panel or have otherwise been recruited by Leger.
- 2.4. “**Client Lists**” means individuals who participate in market research studies and whose contact details or information originate from a computerized list of names and addresses provided by the Client, used by Leger to form the study sample.

- 2.5. **“Full-Service Data Collection”** means the type of service where Leger conducts data collection, hosts the data on behalf of the Client, and may provide other related services.
- 2.6. **“Sample-Only”** means the type of service where Leger provides a panel of respondents, while the Client conducts and hosts the data collection.

3. Processing of Personal Information

- 3.1. This Appendix governs the processing of Project Personal Information by Leger under the Agreement. The categories of data subjects, the types of Project Personal Information to be processed, and the purpose and duration of such processing are described in the Agreement. To the Parties’ knowledge, no sensitive personal information (within the meaning of applicable data protection laws) is transferred under the Agreement. The nature and purpose of the processing of Project Personal Information consist of the provision of Leger’s services, as specified in the Agreement.
- 3.2. For Sample-Only projects, in which Leger does not host any of the collected data, the Client is responsible for the confidentiality and protection of the collected information in accordance with the Applicable Laws and this Appendix.
- 3.3. For Full-Service Data Collection projects, in which Leger collects and hosts data on behalf of the Client, the Client acknowledges and agrees that Leger will not disclose any Personal Information (including, without limitation, the identity of panelists, email addresses, postal codes, telephone numbers, or audio or video recordings) to the Client, nor will it permit the direct collection of Personal Information from Respondents Recruited by Leger, except in specifically described research situations, such as validation or modeling, permitted by and in accordance with the generally recognized professional standards and practices applicable to Leger’s industry, the Applicable Laws, and Leger’s Privacy Policy. The Client expressly acknowledges and agrees that it is not authorized to collect or receive Project Personal Information unless: (i) Leger has provided its prior written consent to such collection or disclosure; and (ii) the respondents have consented to share their Project Personal Information with the Client (or any other designated third party) for specific purposes. Except with Leger’s express authorization, Project Personal Information (e.g., IP addresses) will only be used for fraud detection and incentive payment purposes, and for no other purpose or use, including, without limitation, comparing such Personal Information with other datasets. The Client further agrees that Respondents Recruited by Leger shall not be re-contacted by the

Client or any third party, unless required as part of a pre-existing business relationship between the Client and the respondents. Under no circumstances is the Client permitted to collect or use the email addresses of survey participants, unless otherwise specified in the Agreement or where such addresses are necessary for organizing and conducting focus groups or similar research activities. In such cases, the Client must ensure that email addresses are collected solely for the purpose of facilitating communication related to the specific research activity.

4. Collection of Personal Information

- 4.1. The collection of Project Personal Information must be voluntary and shall not be a condition for qualifying as a full participant or for submitting an application to receive an incentive or reward. The party drafting the survey must: (i) inform survey or study participants in writing that the disclosure of Personal Information is voluntary; (ii) inform participants, as soon as possible, of the Client's intention to collect Personal Information at a later stage of the survey or study; (iii) inform participants of the Client's intention to record the telephone or video interview; (iv) provide respondents with all necessary information regarding the purpose of the Client's collection and/or use of the Personal Information (the "**Authorized Purpose**") so as to enable respondents to give their informed consent to the collection, use, retention, storage, transfer, and/or disclosure of such Personal Information; and (v) notify respondents in writing of the Client's intention to share the Personal Information with any third party.
- 4.2. The provisions of the preceding paragraph, whereby the collection of Project Personal Information must be voluntary (and not a condition for full participation or for receiving an incentive or reward), do not apply to qualitative studies in which participants are filmed or recorded. In such cases, participants must give their explicit consent to the collection of Project Personal Information as a prerequisite to their participation in the study. All other provisions relating to the collection and disclosure of Personal Information under this Agreement remain applicable. For clarity, recordings shall not be shared with the Client unless the respondents have given their explicit consent to the sharing of the recording with the Client (or any other named third party) for the specified Authorized Purpose.

5. Client Lists

- 5.1. Where the sample is drawn from Client Lists, the Client represents and warrants that it complies with Canada's Anti-Spam Legislation ("CASL"), has verified the

Personal Information contained in the Client List, and that the database may be shared with Leger and used for research purposes in accordance with the Applicable Laws. The Client agrees to indemnify and hold harmless Leger from and against any and all claims, suits, demands, fines, actions, proceedings, judgments, penalties, damages, reasonable costs or expenses (including reasonable legal fees and expenses), and any liability of any kind arising from (i) any breach relating to the Client's collection of Personal Information in the Client List; and (ii) the sending of emails to addresses provided by the Client, particularly in cases where an incentive is offered for participation in a research project, it being understood that, where the Client participates in determining the incentive, it is the Client's responsibility to ensure that such incentive does not constitute a solicitation or an excessive means of promoting a product or service.

- 5.2. The Client understands that Leger must comply with its Privacy Policy (available on its website) as well as the survey research industry standards. This commitment extends to situations where Personal Information is provided directly by the Client, such as a Client List. Even in such cases, Leger processes Project Personal Information in accordance with its Privacy Policy, ensuring that respondents' Personal Information is not linked to individual responses without the respondents' explicit consent. Unless respondents have explicitly consented to the sharing of their identifying information and individual responses with the Client (or any other designated third party) for specific purposes, the data collected is shared with the Client in aggregated form, and responses are not attributed to individuals or associated with any Personal Information from the Client List.
- 5.3. Leger uses third-party applications to clean Client Lists, including, but not limited to, email address verification. If an email address is identified by such third-party applications as invalid or unknown, Leger will refrain from sending communications to such email addresses.
- 5.4. Leger represents, warrants, and agrees that Leger and its employees and/or agents shall use the Client Lists solely in connection with the services provided to the Client and for no other purpose, including, without limitation, direct marketing or the sale of any product or service, or in connection with any other project, or for the purpose of creating or updating any panel, database, or list. Leger agrees to take all commercially reasonable measures to ensure that respondents from the Client Lists are not harmed or otherwise adversely affected by the collection, use, retention, storage, transfer, disclosure, and/or disposal of any Personal Information by Leger. Leger will disclose Personal

Information shared by the Client only to its employees, agents, subcontractors, and third parties who (i) need to know and use the Client Lists in connection with the project, and (ii) have been made aware of the requirements, obligations, restrictions, limitations, and prohibitions set forth in this Agreement. Leger shall be responsible for any disclosure and/or use of the Client Lists by its employees/agents/subcontractors/third parties and shall ensure that such parties comply with applicable data protection obligations, standards, and laws, and adhere to the same data protection standards as those set forth in this Agreement.

6. Conditions of Use of Personal Information from Respondents Recruited by Leger

- 6.1. Where Project Personal Information originates from Respondents Recruited by Leger, Leger has an obligation to preserve the integrity, confidentiality, and trust of its panel. Accordingly, the Client represents, warrants, and agrees that the Client and its employees and/or agents shall use the Project Personal Information disclosed by Leger solely for the Authorized Purpose and for no other purpose, including, without limitation, direct marketing or the sale of any product or service, or the influencing or attempting to influence the opinions or decisions of a respondent. The Client acknowledges and agrees that it is not authorized to use the Project Personal Information in connection with any other project, for another project, or for the purpose of creating or updating a panel, database, or list. The Client shall take all commercially reasonable measures to ensure that respondents are not harmed or otherwise adversely affected by the collection, use, retention, storage, transfer, disclosure, and/or disposal of any Project Personal Information by the Client. The Client shall not transfer or disclose any Project Personal Information to any third party without having first obtained Leger's express prior written consent, and the Client shall only disclose Project Personal Information to its employees, agents, subcontractors, and third parties who (i) have a need to know and use the Project Personal Information in connection with the Authorized Purpose; and (ii) have been informed of the requirements, obligations, restrictions, limitations, and prohibitions contained in this Agreement. The Client shall be responsible for any disclosure and/or use of Project Personal Information by its employees, agents, subcontractors, or third parties and shall ensure that such parties comply with applicable data protection obligations, standards, and laws and adhere to the same data protection standards as those set forth in this Agreement. Under no circumstances shall the Client or any third party acting on

the Client's behalf, be authorized to use the Personal Information collected for marketing or sales purposes.

7. Disclosure and Security of Personal Information

- 7.1. If the disclosure or transfer of Project Personal Information is required by any Applicable Law or by a governmental privacy authority, the Client shall, unless prohibited by Applicable Law, notify Leger in writing prior to complying with the disclosure request. The Client must provide such notice to Leger within ten (10) days of receiving the disclosure request, or within a shorter period if necessary to give Leger a reasonable opportunity to object to the disclosure request. If Leger is unable or chooses not to object to the disclosure request, the Client shall comply with all lawful instructions from Leger, limit the nature and scope of the requested disclosure, disclose only the minimum Project Personal Information necessary to comply with Applicable Law, and, at Leger's request, fully cooperate with Leger in opposing the disclosure request to the fullest extent permitted by Applicable Law.
- 7.2. The Client agrees to notify Leger without delay, but no later than five (5) business days, of receiving any request from an individual or governmental privacy authority for access to, amendment of, or correction to Project Personal Information. The Client agrees to comply with all reasonable instructions from Leger to enable Leger to respond to such communications, including deleting Project Personal Information in its possession, and to comply with Applicable Law.
- 7.3. The Client agrees to notify Leger as soon as possible, and within twenty-four (24) hours unless expressly prohibited by Applicable Law, of any request, complaint, inquiry, claim, or notice of investigation or potential non-compliance received from a governmental privacy authority or any other third party relating to the processing of Project Personal Information, and to fully cooperate with Leger in responding to such requests, complaints, inquiries, claims, or notices.
- 7.4. The Client agrees to promptly notify Leger of any breach or attempted breach of any of its obligations relating to the confidentiality of Project Personal Information.
- 7.5. The Client undertakes to implement technical, administrative, and physical access controls that apply the security principles of "segregation of duties" and "least privilege" to prevent unauthorized individuals from accessing Project Personal Information and to ensure that Project Personal Information is accessible only to individuals who have a legitimate need for such access.

- 7.6. The Client undertakes to take all appropriate measures to protect the security, privacy, confidentiality, and integrity of Project Personal Information.
- 7.7. Upon Leger's request, including that of its Privacy Officer, no more than once annually, the Client agrees to submit to any required audit relating to the confidentiality of Project Personal Information, including, without limitation, the performance of audits of its systems, facilities, and processes by Leger or a third party. Such audits may include, without limitation, assessments, penetration testing, self-assessment requests, or any other form of inspection of the Client's technological or physical environment with respect to compliance with the commitments regarding the confidentiality, integrity, availability, and security of Project Personal Information.

8. Retention and Return of Project Personal Information

- 8.1. Upon completion of the Authorized Purpose, the Client shall destroy, delete, and/or erase all documents, records, and/or files, including, without limitation, all originals, copies, and derivative works, whether in paper, electronic, or other form, that contain, reference, or incorporate Project Personal Information. Notwithstanding the foregoing, if Project Personal Information is contained in completed surveys or questionnaires or in a survey data file, upon completion of the Authorized Purpose, the Client shall redact, remove, or otherwise strip the Project Personal Information from the completed surveys or questionnaires or from the survey data file. At Leger's request, the Client shall cause a duly authorized representative to certify in writing that it has complied with the requirements set out in this Section and that no copies of Project Personal Information have been retained. The Client agrees that Leger's failure to request or require such written certification shall not relieve the Client of its obligation to comply with the restrictions, requirements, or obligations set forth herein. Notwithstanding any provision to the contrary herein, the Client is not required to destroy, delete, and/or erase Project Personal Information stored or located in the Client's archival and/or backup systems or devices; however, the Client agrees that all such Project Personal Information:
 - a) shall remain subject to the terms of this Agreement in perpetuity, regardless of the expiration of this Agreement; and
 - b) shall be deleted in accordance with the procedures and processes of the Client's archival and/or backup storage systems.

All restrictions, requirements, and obligations relating to the use, protection, confidentiality, and security of Project Personal Information shall survive the expiration of this Agreement, shall continue in perpetuity, and at no time shall

the Client and/or its employees, subcontractors, and/or agents be authorized to use and/or disclose Project Personal Information except as expressly authorized in writing by Leger.

9. Reciprocity

The provisions of this Agreement relating to the Disclosure and Security of Personal Information and the Retention and Return of Personal Information shall apply equally to Leger in the case of Client Lists. Leger undertakes to comply with these obligations with the same degree of rigor as those imposed on the Client, thereby ensuring the adequate protection of Personal Information originating from Client Lists.

10. Term and Termination

This Annex shall terminate upon the occurrence of the latest of the following events: (i) the termination of the Agreement governing the relationship between the Parties; (ii) the completion by Leger of the services described in the Agreement; (iii) the Client no longer has possession of any Project Personal Information; or (iv) Leger no longer has possession of the Client List.

APPENDIX 1

INSTRUCTIONS REGARDING CONSENT

Before sharing any respondent information with the Client, Leger must obtain explicit consent from respondents for the disclosure of either: (i) the Survey ID, or (ii) any individual-level responses that include personal information (e.g., postal codes). Consent must meet the following requirements:

- **Timing:** Consent should be obtained at the beginning of the survey unless respondents are given the option to refuse the sharing of personal information without being disqualified from participation.
- **Anonymity:** If respondents do not consent, their responses must remain anonymous and analyzed only in aggregate form.
- **Scope:** Identify specifically which categories of personal information will be collected and shared.
- **Transparency:** Inform panellists if their survey responses may be reviewed and analyzed by the Client together with the information linked to their panel account or profile.
- **Purpose:** Clearly explain the purpose for which personal information is being collected, including how and why it will be used.
- **Disclosure of Receiving Party:** Name the Client and any third party with whom the personal information will be shared.