

## Prospect Global Limited Standard Terms of Service

### 1. General Terms

- 1.1. Prospect Global Limited. ("Prospect Global") provides a range of advertising products and services (the Services) to businesses.
- 1.2. Prospect Global Limited trades as "**Sopro**", "**SoPro**", "**sopro.io**" and "**http://sopro.io**".
- 1.3. Any person or business in receipt of products or services is, for the purpose of this agreement, "**the Client**".
- 1.4. The Service Order (the "**SO**") should be read in conjunction with these terms and sets forth the Services being purchased by the Client, the Fees for the Services, the Duration of the Services and any additional Terms of Service. Any relationship between Prospect Global and the Client, including provision of the Services, shall be governed by these terms (**Terms of Service**) and the conditions stated in the SO.
- 1.5. All SOs are subject to acceptance by Prospect Global Ltd in its sole discretion. The SO, the Terms of Service and any documents or links referenced in the SO are sometimes referred to collectively as the "**Agreement**".

### 2. The Services

- 2.1. Prospect Global agrees to make its best efforts to ensure the Services are delivered in accordance with this Agreement.
- 2.2. The Services include, but are not limited to, provision of any or all of the following:
  - 2.2.1. **B2B Advertising Consultancy Services** refers to the provision of non-specific advertising services and support.
  - 2.2.2. **Prospect Engagement** refers to the communication of information to a subject entity.
  - 2.2.3. **Business Prospecting** refers to business lead generation and prospect engagement.
  - 2.2.4. **Exclusions**. Prospect Global will exclude specific keyword terms from the campaign configuration as required by the client.
  - 2.2.5. **Prospect Targeting** refers to the process of identifying users meeting specific demographic, circumstantial, geographic or general profile requirements.
  - 2.2.6. **Scheduling** refers to the delivery of the Services in line with an agreed daily, or weekly chronological plan.
  - 2.2.7. **Tracking and Reporting**. Prospect Global provide a range of tracking and reporting tools designed to support the ongoing optimisation of the Services.

### 3. Duration of the Services

- 3.1. With respect to the Services, upon receipt of a SO signed by the Client which is accepted and countersigned by Prospect Global, Prospect Global will initiate the process of setting up the Services.
- 3.2. The duration of the Services shall run from the Service Start Date until the Service End Date, as set forth in the SO, unless earlier terminated by the parties under Section 6.
  - 3.2.1. In the event no Service End Date is specified in the SO the agreement will continue until terminated by either party under Section 6.
- 3.3. The Service Start Date refers to the actual commencement date of the Services.
- 3.4. The Client acknowledges that Prospect Global may take up to ten (10) business days to review and prepare the Services (or longer for non-standard requirements or if Prospect Global experiences technical difficulties with the Client's requirements) and may require further input from the Client before the Services commence.
- 3.5. Prospect Global will use its best commercial efforts to commence provision of the services on the Service Start Date.

### 4. Fees

- 4.1. Subject to the delivery of the Services, the Client agrees to pay, in accordance with Section 5, the Fees (together 'the Fees'), where applicable, as set forth in the SO.
- 4.2. The Fees set forth in the SO may include any or all of the following:
  - 4.2.1. **The Campaign Setup Fee** is a one-off fee set forth in the SO which covers consultancy services, data analytics, planning and campaign configuration work required prior to commencement of the services.
  - 4.2.2. **The Campaign Delivery Fee** is a one-off fee set forth in the SO for the operational delivery of the service client under the Services.
  - 4.2.3. **The Campaign Management Fee** is a fixed monthly fee set forth in the SO which covers the administration, management, performance optimisation and reporting of the Services.
  - 4.2.4. **The Tracking Services Fee** is a monthly fee set forth in the SO. The fee may be fixed or variable and covers any required user tracking technology linked to the Services.
  - 4.2.5. **Other Fees**. From time to time additional service Fees may be agreed between the parties and set forth in the SO.
- 4.3. Prospect Global reserves the right to change any of the foregoing Fees upon one months prior written notice to the Client, provided that such changes will not take effect until a new SO incorporating the amended Fees has been executed by the Client and delivered to Prospect Global.

### 5. Payment Terms

- 5.1. Once the SO has been accepted by Prospect Global, The Client will be responsible for payment in full of all Fees set forth therein. All payments due hereunder are in Pounds Sterling and are exclusive of any sales, use or similar applicable taxes, which shall be the sole responsibility of the Client.
- 5.2. **Notification of Fees**. Prospect Global will issue a monthly invoice to the Client setting forth all Fees payable for the Services.
- 5.3. **Method of Payment**. The Client agrees to pay all amounts payable under this Agreement by Electronic Funds Transfer (EFT).
- 5.4. **Timing**. The Client acknowledges and understands that all amounts payable must be paid monthly in arrears, and that, in addition to the Client being in breach of its contractual obligations, the Services may be paused or terminated if timely payment is not made.

### 6. Term and Termination

- 6.1. **Term**. The term of the Agreement shall be set forth in the SO and adjusted under the terms of Section 3.
- 6.2. **Notice of Termination** may be given by either party.

- 6.3. Notice of Termination must (a) be provided in writing; and (b) include the date of termination; and (c) be provided a minimum of thirty-one (31) Business Days prior to the date of termination. Business days shall mean any weekday Monday to Friday (inclusive), but excluding Saturday and Sunday, that is not a public or bank holiday
- 6.4. **Termination by either Party for Cause.** Either Party may terminate this Agreement without notice to the other Party if there is a material breach of the other Party's obligations hereunder and such breach has not been materially cured by the conclusion of the Notice Period.
- 6.5. **Campaign Pauses.** The Client may request a pause in the Services. However, it shall be in Prospect Global's sole discretion to determine if a Campaign pause is appropriate. If a Campaign is paused for more than 30 days, the Client will have to pay an additional Campaign Set-Up Fee to restart the Services.
- 6.6. **Refunds.** The Client understands and agrees that it will not be entitled to any refunds of amounts already paid to Prospect Global, unless either the Client terminates under Section 6.4.
- 6.7. **Collection of Amounts Owed.** Any amounts not paid by the Client when due shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). The Client agrees to pay all costs of collection (including solicitors' Fees and all other legal and collection expenses) incurred by Prospect Global in connection with its enforcement of its rights to payment under the Agreement provided that such Payment is not a payment which is disputed by the Client (a "Disputed Payment") and/or that the Client's non-payment of any amount due under this Agreement is not as a result of a breach of the Agreement by Prospect Global.
- 6.8. **Effect of Termination; Survival.** The Client understands and acknowledges that due to the nature of the Internet, certain information regarding the Client posted on the Internet as part of the Advertising Services, including, for instance, the Local Profile, may continue to be available on the Internet. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) shall so survive. Without limiting the generality of the foregoing, in the event of any termination, the Client shall remain liable for any amounts due to Prospect Global as of the effective date of termination unless as stated in accordance with clause 6.7 above.

## **7. Privacy Considerations**

- 7.1. The Client shall post and comply with a privacy policy on all online properties associated with the Services at all times. The privacy policy shall comply with all applicable laws and shall not contain any terms that are inconsistent with, or would otherwise restrict Prospect Global from performing its obligations hereunder. In addition, to the extent that the Client's websites collect personally identifiable information, the Client's privacy policy must permit the transmission of such information to Prospect Global to the extent required to execute the Services. Online properties are defined as websites.

## **8. Data Protection, GDPR and General Compliance**

### **8.1. Nature of Processing**

Both parties acknowledge

8.1.1. The Client shall be the Data Controller.

8.1.2. Prospect Global shall operate as a data processor for the Client.

### **8.2. Purpose of Processing**

The data processing shall be limited to the use of Data to conduct marketing activity on behalf of the Client.

### **8.3. Subject Matter**

Prospect Global may store public business information together with Personally Identifiable Information (PII) as required to conduct targeted marketing communications on behalf of the Client.

### **8.4. Duration of Processing**

Data will be stored for an appropriate period with a default maximum storage duration being 2 years post-use.

Removal of specific or all data, may be requested at any time by written request from the Client.

### **8.5. Type of Personal Data**

Personal Data processed will include Name, Email, Job Title, Employer and other basic information pertaining to an individual's professional status.

### **8.6. Categories of Data Subject**

Data subjects shall be business professionals.

Data categories shall not include racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, health related data or data concerning a natural person's sex life or sexual orientation.

### **8.7. The obligations and rights of the controller**

Irrespective of any specific processing activities carried out by Prospect Global, the Data Controller retains all rights and obligations as set out by the General Data Protection Regulations (GDPR) and Prospect Global accepts no liability for events relating to a client failing to meet their compliance obligations.

### **8.8. Written Instruction to Process**

As set out by law, a processor must only act on the written instructions of the controller (unless required by law to act without such instructions). The Client recognises and acknowledges the Service Order as appropriate written instruction. The Client warrants that its instructions to process data shall at all times be in accordance with, and shall not cause Prospect Global to be in breach of, applicable law;

### **8.8. Duty of Confidence**

As the processor, Prospect Global warrants that all individuals involved in processing the data are subject to a duty of confidence

#### **8.10. Security Measures**

Each party will maintain appropriate technological and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;

#### **8.11. Permission to Appoint a Sub Processor**

As set out by law, a processor may only engage a sub-processor with the prior consent of the data controller and a written contract supporting the engagement. The Client acknowledges the Service Order as appropriate written instruction that Prospect Global may in providing the Services periodically engage third parties to process personal data. Prospect Global warrants that any such third-party data processor or "sub-processor" shall be required in contract to comply in all respects with the provisions of the GDPR.

#### **8.12. Subject Access**

Prospect Global warrants that it will assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR

#### **8.13. Controller obligations**

Prospect Global warrants that it will assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.

#### **8.14. Deletion**

Prospect Global will delete all personal data, either as requested or at a time appropriate to the context of its use. I.e. on Termination of the contract.

#### **8.15. Right to Audit**

Prospect Global will submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

#### **8.16. Indemnity and Limitation of Liability**

Nothing within this contract relieves either party of their own direct responsibilities and liabilities under the GDPR. Both the Client and Prospect Global are obligated by law to adhere to the GDPR and other regulatory frameworks governing provision of the Services. Unless otherwise agreed in writing, neither party shall indemnify or bear any specific liability to the other party, for any reason, including legal or compliance failures occurring during the term of the agreement.

#### **8.17. Additional Warranties**

In accordance with Article 28.3 of the GDPR Prospect Global warrants that it will

- 8.17.1. only act on the written instructions of the controller (Article 28);
- 8.17.2. not use a sub-processor without the prior written authorisation of the controller (Article 28.2);
- 8.17.3. co-operate with supervisory authorities (such as the ICO) in accordance with Article 31;
- 8.17.4. ensure the security of its processing in accordance with Article 32;
- 8.17.5. keep records of its processing activities in accordance with Article 30.2;
- 8.17.6. notify any personal data breaches to the controller in accordance with Article 33;
- 8.17.7. employ a data protection officer if required in accordance with Article 37; and
- 8.17.8. appoint (in writing) a representative within the European Union if required in accordance with Article 27.

#### **8.18. Awareness and Consequence**

Prospect Global confirms awareness of the UK ICOs statements on the GDPR, stating a processor should be aware that

- 8.18.1. it may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR;
- 8.18.2. if it fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR;
- 8.18.3. if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR; and
- 8.18.4. if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR.

### **9. Licenses**

9.1. During the Term of the Agreement, The Client hereby grants to Prospect Global and the Publishers a non-exclusive, royalty free, worldwide license to use, copy, modify (as permitted herein), publicly perform, display, broadcast and transmit information pertaining to the Client, to the extent necessary for Prospect Global to perform the Services. In addition, unless otherwise confirmed in writing, the Client agrees that Prospect Global may, during the Campaign Period and thereafter, include The Client's name (including any trade name, trademark, service mark and logo) on Prospect Global's customer list, and in its marketing materials, sales presentations and the Prospect Global online properties. Online properties are defined as websites.

### **10. The Client Representations, Warranties and Covenants**

10.1. The Client is solely responsible for any liability arising out of or relating to its online properties, any content provided by The Client hereunder and any material to which users can access through such content ("Linked Content").

### **11. Confidentiality**

11.1. Except as may be required by applicable law, The Client shall not disclose the contents of this Agreement to any third party (other than its employees and representatives who are made aware of and agree to this restriction) without Prospect Global's prior written consent.

11.2. No party may issue a press release concerning the existence or terms of this Agreement without the prior written consent of the other party.

11.3. The Client may not without prior written consent, at any time disclose to third parties other than the Client's professional advisors or as may be required by law, governmental or other competent authority, or by a court of

competent jurisdiction, any information concerning Prospect Global's business, operations, staff, products, services or pricing. Written consent not to be unreasonably withheld.

## **12. Limitations of Liability**

- 12.1. **No consequential damages.** To the maximum extent permitted by applicable law, neither party shall be liable for damages for interrupted communications, loss of use, lost business, lost goodwill, lost data or lost profits, or for any indirect or consequential damages (even if such party was advised of the possibility of any of the foregoing), arising out of or in connection with this agreement. The foregoing exclusion of liability will not apply to (i) to either party's confidentiality obligations and (ii) either party's negligence or wilful misconduct.
- 12.2. **Limitation on damages.** To the maximum extent permitted by applicable law, under no circumstances shall either parties cumulative, aggregate liability to the other or any third party exceed the amounts received by the liable party with respect to services rendered under this agreement.

## **13. Miscellaneous**

- 13.1. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of England and Wales. The Client agrees to submit to jurisdiction in England and Wales and further agrees that any cause of action arising under this Agreement must be brought exclusively in the English courts.
- 13.2. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 13.3. **Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.
- 13.4. **Force Majeure.** Neither party shall have any liability for any failure or delay (other than with respect to payment obligations) resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the reasonable control of such party.