

INTERNATIONAL MASTER AGREEMENT FOR DATA DELIVERY SERVICES

GLOBAL DATA SERVICES

This International Master Agreement for Data Delivery Services (the "Agreement") is entered into and made effective as of [19/08], 2026 (the "Effective Date"), by and between:

THE CLIENT: Innovior Research LLC (Global Survey), a company incorporated under the laws of [Florida], with its registered office at [4700 Millenia Boulevard Suite 175 PMB 94397, Orlando, FL 32839 USA] (hereinafter referred to as the "Client"); and

THE SERVICE PROVIDER: [BIG WAVES SURVEY INTERNATIONAL LIMITED] a company incorporated under the laws of the United Kingdom, with its registered office at [60 Malone Rd, Woodley, 855, United Kingdom, RG5 3NJ] (hereinafter referred to as the "Provider").

The Client and the Provider may collectively be referred to as the "Parties" and individually as a "Party."

1. SCOPE OF DATA DELIVERY & BUSINESS NATURE

1.1 Data Delivery Services: The Provider shall perform data cleansing, system stress testing, algorithm training, simulated data sample generation, and real-world field sampling services for the Client, and deliver data samples (the "Delivered Samples") in accordance with the specific project requirements and parameters provided by the Client from time to time.

1.2 Nature of Data: Both Parties acknowledge and agree that the Delivered Samples shall consist of a hybrid data architecture, comprising:

(a) **Synthetic Data:** Entirely simulated, synthetic, and fictional profiles, behavioral matrices, and survey responses generated via the Provider's environment simulation technologies; and

(b) **Real-world Samples:** Authentic, empirical data samples harvested via lawful field sampling, offline interviews, or consumer polling conducted by the Provider's operational teams within the People's Republic of China (PRC).

1.3 Data Privacy, Anonymization & Regulatory Compliance:

(a) For all Real-world Samples collected within the PRC, the Provider warrants and covenants that it shall strictly comply with applicable local data protection and privacy laws (including but not limited to the PRC Personal Information Protection Law, "PIPL").

(b) The Provider guarantees that all delivered Real-world Samples shall undergo rigorous **anonymization and irreversible de-identification processes** prior to any cross-border transmission. The Delivered Samples transferred to the Client shall contain **zero Personally Identifiable Information (Non-PII)**, rendering it technically impossible for the Client or any third party to link, trace, or re-identify the data back to any specific, living natural person in the PRC.

1.4 Anti-Bot & Human Execution Warranty: The Provider expressly warrants and guarantees that all Services, data entries, and field sampling shall be performed and executed exclusively by **human operators and field personnel (Human-in-the-Loop)**. The Provider strictly prohibits and covenants not to utilize any automated bots, malicious scraping scripts, emulator tools, or click-farm automation technologies ("Click Farm Tools") in the execution of the Services.

国际数据交付服务主协议

全球数据服务

本《数据交付服务国际总协议》（以下简称“本协议”）由以下各方于 2026 年[19/08]日（以下简称“生效日期”）订立并生效：

客户：Innovior Research LLC（Global Survey），一家根据[佛罗里达州]法律成立的公司，其注册地址为[4700 Millenia Boulevard Suite 175 PMB 94397, Orlando, FL 32839 USA]（以下简称“客户”）；以及

服务提供商：[BIG waves survey international limited]——一家根据英国法律注册成立的公司，其注册地址为 [60 Malone Rd, Woodley, 855, United Kingdom, RG5 3NJ]（以下简称“该公司”）。

服务提供商“）。

客户与服务提供方可统称为“各方”，亦可分别称为“一方”。

1. 数据交付范围与业务性质

1.1 数据交付服务：服务提供商应为客户开展数据清洗、系统压力测试、算法训练、模拟数据样本生成及实际现场采样服务，并根据客户不时提供的具体项目要求及参数交付数据样本（以下简称“交付样本”）。

1.2 数据性质：双方特此确认并同意，所交付的样品应采用混合型数据架构，该架构包含：

(a) **合成数据：**通过服务提供商的环境模拟技术生成的、完全模拟的、合成的及虚构的用户画像、行为矩阵及调查问卷回复；

(b) **实际样本：**通过服务提供商在中华人民共和国（PRC）境内由其运营团队开展的合法现场抽样、线下访谈或消费者问卷调查所采集的真实、实证数据样本。

1.3 数据隐私、匿名化与法规合规性：

(a) 对于在中国大陆境内采集的所有实际样本，服务提供商特此保证并承诺，将严格遵守适用的当地数据保护与隐私保护法律法规（包括但不限于《中华人民共和国个人信息保护法》（简称“PIPL”））。

(b) 供应商保证，所有交付的实际样本在进行任何跨境传输之前，均须经过严格的**匿名化及不可逆去标识化处理**。交付给客户的样本中不得含有**任何个人可识别信息（Non-PII）**，从而在技术上使客户或任何第三方无法将这些数据与中华人民共和国境内任何特定、在世的自然人进行关联、追溯或重新识别。

1.4 防机器人与人工执行保障：服务提供商特此明确保证并承诺，所有服务、数据录入及现场采样均应由**人工操作员及现场人员（人机协同模式）**独立执行。服务提供商严格禁止并在协议中承诺，在执行相关服务时不得使用任何自动化机器人、恶意抓取脚本、模拟器工具或点击农场自动化技术（统称为“点击农场工具”）。

2. GLOBAL OFFSHORE OPERATIONS & PRC DELIVERY CENTER

2.1 Explicit Disclosure of PRC Operation & Human Teams: The Client explicitly acknowledges, understands, and consents that the Provider (as a UK corporate entity) conducts its core infrastructure, global data operations, synthetic data generation, and local field sampling through its established **Internal Traffic Operation Center and field networks located within the People's Republic of China (PRC)**. The Client recognizes and authorizes that the Provider's internal employees, data specialists, and localized field teams based in the PRC will execute, process, and deliver the Services under this Agreement.

2.2 Network, Environment & Sampling Simulation: To meet the Client's system compatibility and global geo-routing requirements, the Provider is authorized to utilize its proprietary technical architecture from its PRC operation center, including but not limited to secure dedicated leased lines (arranged via compliance-approved telecommunication carriers) and designated regional proxy nodes (e.g., US, UK, or other required global nodes), to securely transmit the anonymized hybrid data samples. Such technical and operational measures are recognized and agreed by both Parties as standard operational procedures for international environment simulation and **shall not be construed as a contract breach, misrepresentation, or any form of commercial fraud**.

3. DATA QUALITY & DEFECTIVE DATA DEFINITION

3.1 QA Benchmarks: The Client shall provide the Provider with clear, objective, and predefined technical metrics for data acceptance prior to the launch of each project batch. These metrics may include, but are not limited to, Length of Interview (LOI) minimum thresholds, trap question consistency, and open-ended text structural integrity.

3.2 Definition of Defective Data (Human Operator/Field Error): Both Parties agree that if any delivered data unit fails to meet the predefined QA Benchmarks due to human operator/field error, negligence, or poor delivery quality (including but not limited to: unintentional straight-lining, speeding slightly below the LOI threshold, illogical open-ended text, or skipped validation checkpoints by the employee), such specific units shall be classified as **"Defective Units"** and subject to the Client's standard verification logs.

3.3 Risk Disclaimer: The Client acknowledges and agrees that simulated data samples delivered under this Agreement are not equivalent to real-world research results, and the Client shall independently assume and bear all commercial risks arising from its use thereof.

4. CONFIDENTIALITY & DATA SECURITY

4.1 Confidential Information: Each Party agrees to maintain the strict confidentiality of all proprietary or confidential information received from the other Party, including but not limited to client lists, technical specifications, routing logic, and pricing.

4.2 Security Measures: The Provider shall implement commercially reasonable administrative and technical measures to protect the project specifications, field instructions, and anonymized datasets from unauthorized access or leakage across its global operation centers.

5. TERM AND TERMINATION

5.1 Term: This Agreement shall commence on the Effective Date and shall remain in full force and effect for an initial period of one (1) year, unless terminated earlier in accordance with this Section. It

2. 全球离岸业务与中国交付中心

2.1 中华人民共和国境内运营及人员团队的明确披露：客户明确承认、理解并同意，服务提供商（作为一家英国法人实体）通过其设立于中华人民共和国（PRC）境内的**内部流量运营中心及现场网络**开展其核心基础设施运营、全球数据运营、合成数据生成及本地现场采样等工作。客户认可并授权服务提供商驻中华人民共和国境内的内部员工、数据专家及本地现场团队执行、处理并交付本协议项下的服务。

2.2 网络、环境与采样仿真：为满足客户对系统兼容性 & 全球地理路由规划的要求，服务提供商获授权利用其位于中国内地的运营中心所采用的专有技术架构（包括但不限于通过经合规审查的电信运营商安排的安全专用租用线路，以及指定的区域代理节点——例如美国、英国或其他所需的全球节点）来安全传输匿名化混合数据样本。上述技术与运营措施已得到双方认可并同意作为开展国际环境仿真项目的标准操作程序，**不应被解释为构成合同违约、虚假陈述或任何形式的商业欺诈。**

3. 数据质量与缺陷数据定义

3.1 QA 基准测试：客户应在每个项目批次启动前，向服务提供商提供清晰、客观且预先定义的数据验收技术指标。这些指标可包括但不限于：访谈时长（Loi）最低阈值、陷阱问题一致性以及开放式文本结构完整性。

3.2 缺陷数据（人工操作员/现场操作失误）的定义：双方同意，若任何交付的数据单元因人工操作员/现场操作失误、疏忽或交付质量不佳（包括但不限于：无意的直线化处理、速度略低于 Loi 阈值、不合逻辑的开放式文本或员工跳过验证检查点）而未能满足预定义的 QA 基准，则该特定数据单元应归类为“**缺陷单元**”，并纳入客户的标准验证日志中。

3.3 风险声明：客户特此确认并同意，根据本协议提供的模拟数据样本并不等同于实际研究结果；因此，客户应独立承担因使用这些数据样本而产生的所有商业风险。

4. 保密性与数据安全

4.1 保密信息：各方同意对从另一方处接收的所有专有或保密信息予以严格保密，包括但不限于客户名单、技术规格书、路由逻辑及定价信息。

4.2 安全措施：服务提供商应采取符合商业惯例的行政与技术措施，以保护项目规范、现场操作指南及匿名化数据集免受其全球运营中心内的未经授权访问或数据泄露。

5. 合同与终止

5.1 术语：本协议自生效日起生效，初始有效期为一年（1年），除非根据本条约定提前终止；除非

shall automatically renew for successive one-year terms unless either Party provides a thirty (30) days' written notice of non-renewal.

5.2 Termination for Convenience: Either Party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other Party.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law: This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to conflict of law principles.

6.2 Dispute Resolution: Any dispute arising from this Agreement shall first be resolved through friendly consultations between the Parties. If no settlement is reached within thirty (30) days, the dispute shall be referred to and finally resolved by the exclusive jurisdiction of the courts of England and Wales.

7. MISCELLANEOUS

7.1 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or drafts.

IN WITNESS WHEREOF, the Parties hereto have executed this International Master Agreement for Data Delivery Services as of the Effective Date.

For and on behalf of THE CLIENT: Innovior Research LLC (Global Survey)

Authorized Signature: _____
Name: Mayank Bhanushali
Title: Founder and Managing Director
Date: 08/18/2026

For and on behalf of THE SERVICE PROVIDER:

Authorized Signature: BIG WAVES SURVEY
INTERNATIONAL LIMITED
Name: Menglei Zhao
Title: C EO
Date: 2026/08/19

任何一方提前三十（30）天以书面形式通知不续签，本协议应自动展期，每次展期期限为一年。

5.2 方便终止：任何一方均可无需理由地终止本协议，只需向另一方发出提前三十（30）天的书面通知即可。

6. 适用法律与争议解决

6.1 管辖法律：本协议以及因本协议产生或与之相关的任何争议或索赔，均应受英格兰及威尔士的法律管辖并依照该等法律进行解释，且不适用法律冲突原则。

6.2 争议解决：本协议项下产生的任何争议应首先通过双方友好协商方式解决；若三十（30）日内未能达成和解，则该等争议应提交英格兰及威尔士法院，并由该等法院行使专属管辖权进行最终裁决。

7. 其他

7.1 分离有效性：若本协议中的任何条款被认定为无效或不可执行，其余条款仍应全部有效且具有法律效力。

7.2 全文协议：本协议构成双方就本协议所涉事项达成的完整合意，取代所有先前的讨论、谈判或草稿。

为证明本协议之效力，各方已于生效日期签署本《数据交付服务国际主协议》。

代表客户： Innovior Research LLC（全球调查）

授权签名： _____ 姓名： Mayank Bhanushali

_____ 标题： 创始人兼总经理

日期： 08/18/2026

为服务提供商及其代表：

授权签名： BIG Waves 调查

国际有限公司

姓名： Henglei Zhao

标题： C EO

日期： 2026/08/1 9

INTERNATIONAL MASTER AGREEMENT FOR DATA DELIVERY SERVICES

GLOBAL DATA SERVICES

This International Master Agreement for Data Delivery Services (the "Agreement") is entered into and made effective as of [19/08], 2026 (the "Effective Date"), by and between:

THE CLIENT: [CATALYSE RESEARCH LLC], a company incorporated under the laws of [United States], with its registered office at [4530 S ORANGE BLOSSOM TRAIL # 758, Orlando, FL 32839, USA.] (hereinafter referred to as the "Client"); and

THE SERVICE PROVIDER: [BIG WAVES SURVEY INTERNATIONAL LIMITED] a company incorporated under the laws of the United Kingdom, with its registered office at [60 Malone Rd, Woodley, 855, United Kingdom, RG5 3NJ] (hereinafter referred to as the "Provider").

The Client and the Provider may collectively be referred to as the "Parties" and individually as a "Party."

1. SCOPE OF DATA DELIVERY & BUSINESS NATURE

1.1 Data Delivery Services: The Provider shall perform data cleansing, system stress testing, algorithm training, simulated data sample generation, and real-world field sampling services for the Client, and deliver data samples (the "Delivered Samples") in accordance with the specific project requirements and parameters provided by the Client from time to time.

1.2 Nature of Data: Both Parties acknowledge and agree that the Delivered Samples shall consist of a hybrid data architecture, comprising:

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客户：[Catalyse Research LLC]，一家根据[美国]法律成立的公司，其注册地址为[4530 S Orange Blossom Trail #758, Orlando, FL 32839, USA.]（以下简称“客户”）；

服务提供商：[BIG waves survey international limited]——一家根据英国法律注册成立的公司，其注册地址为 [60 Malone Rd, Woodley, 855, United Kingdom, RG5 3NJ]（以下简称“该公司”）。
提供商”）。

客户与服务提供方可统称为“各方”，亦可分别称为“一方”。

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通过供应商的环境模拟技术生成的调查问卷回复；

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2. 全球离岸业务与中国交付中心

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2.2 网络、环境与采样仿真：为满足客户对系统兼容性 & 全球地理路由规划的要求，服务提供商获授权利用其位于中国内地的运营中心所采用的专有技术架构（包括但不限于通过经合规审查的电信运营商安排的安全专用租用线路，以及指定的区域代理节点——例如美国、英国或其他所需的全球节点）来安全传输匿名化混合数据样本。上述技术与运营措施已得到双方认可并同意作为开展国际环境仿真项目的标准操作程序，**不应被解释为构成合同违约、虚假陈述或任何形式的商业欺诈。**

3. 数据质量与缺陷数据定义

3.1 QA 基准测试：客户应在每个项目批次启动前，向服务提供商提供清晰、客观且预先定义的数据验收技术指标。这些指标可包括但不限于：访谈时长（Loi）最低阈值、陷阱问题一致性以及开放式文本结构完整性。

3.2 缺陷数据（人工操作员/现场操作失误）的定义：双方同意，若任何交付的数据单元因人工操作员/现场操作失误、疏忽或交付质量不佳（包括但不限于：无意的直线化处理、速度略低于 Loi 阈值、不合逻辑的开放式文本或员工跳过验证检查点）而未能满足预定义的 QA 基准，则该特定数据单元应归类为“**缺陷单元**”，并纳入客户的标准验证日志中。

3.3 风险声明：客户特此确认并同意，根据本协议提供的模拟数据样本并不等同于实际研究结果；因此，客户应独立承担因使用这些数据样本而产生的所有商业风险。

4. 保密性与数据安全

4.1 保密信息：各方同意对从另一方处接收的所有专有或保密信息予以严格保密，包括但不限于客户名单、技术规格书、路由逻辑及定价信息。

4.2 安全措施：服务提供商应采取符合商业惯例的行政与技术措施，以保护项目规范、现场操作指南及匿名化数据集免受其全球运营中心内的未经授权访问或数据泄露。

5. 合同与终止

5.1 术语：本协议自生效日起生效，初始有效期为一年（1年），除非根据本条约定提前终止；除非

shall automatically renew for successive one-year terms unless either Party provides a thirty (30) days' written notice of non-renewal.

5.2 Termination for Convenience: Either Party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other Party.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law: This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to conflict of law principles.

6.2 Dispute Resolution: Any dispute arising from this Agreement shall first be resolved through friendly consultations between the Parties. If no settlement is reached within thirty (30) days, the dispute shall be referred to and finally resolved by the exclusive jurisdiction of the courts of England and Wales.

7. MISCELLANEOUS

7.1 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or drafts.

IN WITNESS WHEREOF, the Parties hereto have executed this International Master Agreement for Data Delivery Services as of the Effective Date.

For and on behalf of THE CLIENT:

Authorized Signature: Catalyse Research LLC

Name: Sandeep Singh

Title: CEO

Date: 2026/08/19

sandeep singh

For and on behalf of THE SERVICE PROVIDER:

Authorized Signature: BIG WAVES SURVEY

INTERNATIONAL LIMITED

Name: Menglei Zhao

Title: CEO

Date: 2026/08/19

任何一方提前三十（30）天以书面形式通知不续签，本协议应自动展期，每次展期期限为一年。

5.2 方便终止：任何一方均可无需理由地终止本协议，只需向另一方发出提前三十（30）天的书面通知即可。

6. 适用法律与争议解决

6.1 管辖法律：本协议以及因本协议产生或与之相关的任何争议或索赔，均应受英格兰及威尔士的法律管辖并依照该等法律进行解释，且不适用法律冲突原则。

6.2 争议解决：本协议项下产生的任何争议应首先通过双方友好协商方式解决；若三十（30）日内未能达成和解，则该等争议应提交英格兰及威尔士法院，并由该等法院行使专属管辖权进行最终裁决。

7. 其他

7.1 分离有效性：若本协议中的任何条款被认定为无效或不可执行，其余条款仍应全部有效且具有法律效力。

7.2 全文协议：本协议构成双方就本协议所涉事项达成的完整合意，取代所有先前的讨论、谈判或草稿。

为证明本协议之效力，各方已于生效日期签署本《数据交付服务国际主协议》。

为并代表客户：

授权签名：Catalyse Research LLC 姓名：Sandeep

p Singh

sandeep singh

标题：首席执行官

日期：2026年8月19日

为服务提供商及其代表：

授权签名：BIG Waves Survey International Limited

姓名：Menglei Zhao

标题：首席执行官

日期：2026/08/19

Master Service Agreement (Partners)

This Master Services Agreement (this "Agreement") is entered into as of [[Effective Date]] 8/29/2024 (the "Effective Date").

BETWEEN:

Global Survey (India), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at B Wing 1215/16/17, Sun Westbank, Ahmedabad-380009 Gujarat, India, (the "**Company**"), through its Authorised signatory, Mayank Bhanushali, Managing Director, (the "First Party").

AND:

[_____] **BIG WAVES SURVEY INTERNATIONAL LIMITED**], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at [15 Queensway, Haverhill, United Kingdom, CB9 9AR], through its [Authorised signatory: Barbara Lopez _____], (the "**Data Collection company**", "**Service Provider**").

WHEREAS, the first party is working in the field of Data Management Services and has the skills, qualifications, and expertise required to perform the services.

WHEREAS the first party have many affiliate companies based in India and abroad for the purpose of Data processing and data collection, namely **Innovior Market Research LLP (India)**, **Innovior Research Limited (United Kingdom)** 582 Honeypot Lane, Stanmore, Middlesex, HA7 1JS, United Kingdom, **Innovior Market Research LLC (USA)** 5764 N Orange Blossom Trl PMB 94397, Orlando, FL 32810 USA and Global Survey (India) B Wing 1215/16/17, Sun Westbank, Ahmedabad-380009 Gujarat

WHEREAS, each party is duly authorized and capable of entering into an agreement for providing the Data Management Services to the consumers/clients. **Hereby both the parties collectively refer as partners for this Agreement.**

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INTRODUCTION

- 1) The "Service Provider" is engaged in the business of collecting all kinds of medical and health data.
- 2) The Service provider also deliver data related services including but not limited to raw data collection, data protection services, etc. with respect to any industry that the client belongs to including healthcare, automotive, finance, transport and logistics etc.
- 3) The Company is in the business of Data Collection, Data Processing, ("**Business**")

主服务协议（合作伙伴）

这个日期]] 2024年8月29日 (“生效日期”) 。

介于：

Global Survey (India)，一家根据《2013年公司法》合法成立并注册的公司，其主要营业地点位于印度古吉拉特邦艾哈迈达巴德（邮编：380009），Sun Westbank, B Wing 1215/16/17，（以下简称“**该公司**”），通过其授权签字人、总经理 Mayank Bhanushali（以下简称“**第三方**”）进行交易。

3

[_____] 大浪浪涌调查国际有限公司, 一家根据《2013年公司法》合法成立并注册的公司, 其主要营业地点位于 [15 Queensway, Haverhill, 英国, CB9 9AR _____], 由其[授权签署人: Barbara Lopez) 签署 _____], (以下简称“数据收集公司”或“服务提供商”)。

而第一方从事数据管理服务领域，具备提供相关服务所需的技能、资质及专业知识。

第一方在印度及海外设有众多子公司，用于数据处理与数据收集，具体包括：**Innovior Market Research LLP**（印度）；**Innovior Research Limited（英国）**（地址：英国米德尔塞克斯郡斯坦莫尔，Honeypot Lane 582号，邮编 HA7 1JS）；**Innovior Market Research LLC（美国）**（地址：美国佛罗里达州奥兰多市 N Orange Blossom Trl 5764号，PMB 94397，邮编 FL 32810）；以及 Global Survey（印度）（地址：印度古吉拉特邦艾哈迈达巴德市 Sun Westbank, B Wing 1215/16/17, 邮编 380009）。

此外，各方均已获得合法授权，并具备与消费者/客户签订提供数据管理服务协议的民事行为能力。由此，双方在本协议中统称为“合作方”。

鉴于双方已履行本协议所载的各项相互承诺与约定，且本协议所涉其他良好且具有价值的对价已获确认且数额充分，双方特此达成如下协议：

1. 引言

- 1) “服务提供商”从事各类医疗与健康数据的采集业务。
- 2) 服务提供商还提供各类数据相关服务，包括但不限于原始数据采集、数据保护服务等，适用于客户所处的任何行业，如医疗健康、汽车、金融、交通运输及物流等。
- 3) 该公司主要从事数据采集与数据处理业务（“业务”）。

- 4) The Service Provider represented to the Company that they have the requisite experience, infrastructure and resources to plan, supervise and implement marketing strategies and campaigns for its clients and in connection thereto has offered to provide the Company the Services (*as defined hereunder*), in accordance with the terms of this Agreement.
- 5) The Company has thus, based on the representations of the Service Provider, agreed to appoint the Service Provider for the provision of the Services on a non-exclusive basis during the term of this Agreement
- 6) The Parties seek to implement this data collection and processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulations in India, USA and Europe (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

1. DEFINITIONS:

Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning: "Agreement" means this Data Processing Agreement and all associated Schedules.

- a. "Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data, personal information, or personally identifiable information under applicable Data Protection Laws.
- b. "CCPA" means the California Consumer Privacy Act of 2018, California Civil Code Sec. 1798.100 et seq.
- c. "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- d. "Data Protection Laws" means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws (GDPR), the CCPA and the data protection and privacy laws of Australia and Singapore; in each case as amended, repealed, consolidated, or replaced from time to time.
- e. "DPA" means this Data Processing Agreement and all associated Schedules.
- f. "Data Subject" means the individual to whom Personal Data relates.
- g. "Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.
- h. "European Data" means Personal Data that is subject to the protection of European Data Protection Laws.

- 4) 服务提供商向公司声明，其拥有必要的经验、基础设施及资源，可为公司客户规划、监督及实施营销策略与营销活动；基于此，服务提供商已承诺根据本协议的条款向公司提供相关服务（如下文所定义）。
- 5) 因此，基于服务提供商的陈述，公司同意在本协议有效期内聘请该服务提供商以非排他性方式提供相关服务。
- 6) 双方旨在实施本数据收集与处理协议；该协议符合当前数据处理相关法律框架的要求，亦符合印度、美国及欧盟（EU）于2016年4月27日颁布的《关于保护自然人在个人数据处理活动中的权益以及关于个人数据自由流动的欧盟条例》（第2016/679号）的规定；该条例废止了第95/46/EC号指令（《通用数据保护条例》）。

1. 定义：

除非本协议另有定义，本协议中使用的大写术语及表述应具有下列含义：“协议”指本《数据处理协议》及所有相关附表。

- a. “个人数据”指任何与已识别或可识别的自然人相关的信息，且该等信息包含在客户数据中，并根据适用的数据保护法律，受到与个人数据、个人信息或个人可识别信息相同的保护。
- b. “CCPA”指《2018年加利福尼亚州消费者隐私保护法》（《加利福尼亚州民法典》第1798.100条及后续条款）。
- c. “数据控制者”指单独或与他人共同决定个人数据处理目的及方式的自然人、法人、公共机构、代理机构或其他主体。
- d. “数据保护法”指所有适用于全球范围内、与数据保护及隐私相关的、适用于在本协议项下担任相关个人数据处理方的各方的立法，包括但不限于欧洲数据保护法（GDPR）、《通用数据保护条例》（CCPA）以及澳大利亚和新加坡的数据保护与隐私法；上述各项法律均视具体情况经不时修订、废止、合并或替代。
- e. “DPA”指本《数据处理协议》及其所有相关附件。
- f. “数据主体”指与个人数据相关的自然人。
- g. “欧洲”指欧盟、欧洲经济区及/或其成员国、瑞士以及英国。
- h. “欧洲数据”指受《欧洲数据保护法》保护的个人信息。

- i. “European Data Protection Laws” means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.
- j. “GDPR” means EU General Data Protection Regulation 2016/679.
- k. “Instructions” means the written, documented instructions issued by a Data Controller to a Data Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).
- l. “Personal Data” means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.
- m. “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by us and/or our Sub-Processors in connection with the provision of the Subscription Services.
“Personal Data Breach” will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- n. “Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure of Personal Data. The terms “Process”, “Processes” and “Processed” will be construed accordingly.
- o. “Services” means the products, training and assessment services the Company provides.
- p. **The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.**

- i. “《欧洲数据保护法》”系指适用于欧洲地区的数据保护法律，包括：(i) 欧洲议会与欧盟理事会关于保护自然人在个人数据处理活动中的权益以及保障此类数据自由流动的第 2016/679 号条例（《通用数据保护条例》）（简称“GDPR”）；(ii) 涉及电子通信领域个人数据处理及隐私保护的第 2002/58/EC 号指令；(iii) 上述第 (i) 项及第 (ii) 项所涉法律在各成员国境内的具体实施情况；或 (iv) 对于英国而言，因英国退出欧盟而取代或在本国法律中转化《GDPR》或其他任何涉及数据与隐私的法律的适用性本国立法；以及 (v) 1992 年 6 月 19 日颁布的《瑞士联邦数据保护法》及其实施细则；上述各项法律均可能经过修订、废止或替换。
- j. “GDPR”指《欧盟通用数据保护条例》（2016/679号）。
- k. “指令”指数据控制者向数据处理者发出的书面、成文的指令，该等指令指示数据处理者针对个人数据（包括但不限于去个人化、封锁、删除或提供个人数据）采取特定或一般性行动。
- l. “个人数据”系指任何与已识别或可识别的自然人相关的信息；该等信息包含于客户数据中，且根据适用的数据保护法律，受到与个人数据、个人信息或个人可识别信息相同的保护。
- m. “个人数据泄露”是指因安全防护措施失效，导致由我方及/或我方子承包商在提供订阅服务过程中传输、存储或以其他方式处理的个人数据发生意外或非法销毁、丢失、篡改、未经授权的披露或访问的情形。

“个人数据泄露”不包括未对个人数据安全构成威胁的失败尝试或活动，例如失败的登录尝试、ping攻击、端口扫描、拒绝服务攻击以及其他针对防火墙或网络系统的网络攻击。
- n. “处理”系指对个人数据所进行的任何单项或多项操作，包括对个人数据的收集、记录、组织、结构化、存储、改编或修改、检索、查阅、使用、通过传输、传播或以其他方式提供、对齐或合并、限制或删除个人数据。术语“处理”、“处理行为”及“经处理”应作相应解释。
- o. “服务”指公司提供的产品、培训及评估服务。
- p. “Commission”、“Controller”、“Data Subject”、“Member State”、“Personal Data”、“Personal Data Breach”、“Processing”及“Supervisory Authority”等术语，其含义与《通用数据保护条例》（GDPR）中的含义相同；其对应术语亦应作相应解释。