

Dear participant,

The terms set out in this letter (“**Agreement**”) establish the terms upon which You agree to take part in the eBay Council (“**Council**”) with eBay (UK) Limited (“**eBay**”), and are between You and eBay.

In this Agreement the following words and phrases have the following meanings:

- “Associate” in respect of each party, its agents, advisers, employees, officers or directors, and those agents, advisers, employees, officers or directors of its Group Companies;
- “Confidential Information” all information, data and know-how of whatever nature and in whatever form relating to either party, either party’s respective Group Companies and Associates and the Purpose, including (but not limited to) financial, legal, business, commercial, technical, operational, product, asset, network, organisational, management, employee, customer, supplier, investor and proprietary information (such as intellectual property, trade secrets, patents, patent applications, inventions, trademarks, drawings, materials, processes, engineering concepts, designs and specifications, developments, technical information (including CAD data), research, knowledge, technology, inventions, discoveries, improvements and other proprietary, intellectual or industrial property or information and analytical models and results arising from any tests or evaluations carried out pursuant to this Agreement). For the purposes of this definition, Confidential Information may be supplied orally, in writing or in any other form by either party or its respective Group Companies or Associates before or after the date of this Agreement;
- “Disclosing Party” in relation to any particular item of Confidential Information, the party (or its respective Group Company or Associate) which discloses such Confidential Information;
- “Group Company/ies” in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of this body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being as defined in s.1159 of the Companies Act 2006;
- “Purpose” Your participation in the Council with eBay Associates and other participants, with the aim of helping eBay and its Associates better understand the needs of eBayusers;
- “Recipient” in relation to any particular item of Confidential Information, the party (or its respective Group Company or Associate) which receives or otherwise obtains such information;
- “Site” eBay.co.uk, eBay.com, and any other website run by eBay and its Group Companies;
- “us”, “our” and “we” eBay and the other party to this Agreement; and
- “You” and “Your” the participant to whom this letter is addressed.

1. Information Collected

Any information You give eBay, may be used by eBay, eBay's Group Companies, Associates and sub-contractors to make recommendations for improving the user experience on the Site.

2. Term

This Agreement shall be effective from the date You first participate in the Council, or the date of first disclosure, whichever is earlier. The obligations in this Agreement shall expire five years from the date of Your last participation in the Council or the date of last disclosure, whichever is later.

3. Confidentiality

3.1 As part of the Purpose, You acknowledge that You may have access to information that is confidential and valuable to eBay and eBay users. You agree that, as a condition of being allowed to participate in the Council, You shall keep such information confidential in accordance with the terms set out in this Agreement.

3.2 You agree and accept the following:

- a. You shall keep confidential and secret and not disclose to any third party the Confidential Information of the Disclosing Party (or any part thereof) except to Your respective Group Companies or Associates who need to know such information for the Purpose. You shall not use the Confidential Information supplied to you by eBay (or its respective Group Companies or Associates) other than for the Purpose.
- b. You shall ensure that Your respective Group Companies and Associates to whom You disclose Confidential Information are subject to confidentiality restrictions no less protective than those set forth in this Agreement. You shall ensure that Your respective Group Companies and Associates shall:
 - (a) use the Confidential Information only for the Purpose, (b) maintain such Confidential Information in confidence according to the terms of this Agreement, and (c) not disclose the Confidential Information to any person other than another Group Company or Associate with a similar need to know. If You breach this Agreement, You shall notify eBay as soon as possible.
- c. In respect of the eBay's Confidential Information, You shall take no fewer security measures or lesser degree of care than You apply to Your own Confidential Information and shall ensure adequate protection against unauthorised disclosure, copying or use of Confidential Information.
- d. You shall not make nor authorise the making of any copies of the Confidential Information and shall not use in any way nor authorise any third party to use in any way the Confidential Information. You shall ensure adequate protection against unauthorised disclosure, copying or use of Confidential Information.
- e. The restrictions on use and disclosure set out in this Agreement shall not apply to any information that You can reasonably demonstrate:
 - (i) is already in Your possession (as evidenced by Your written records) prior to its disclosure, and the use and disclosure of such information is not subject to any obligation of confidentiality or restriction;
 - (ii) is public knowledge other than as a result of a breach of this Agreement by You or Your Group Companies or Associates;
 - (iii) becomes available to You on a non-confidential basis from a source other than eBay, our respective Group Companies or Associates, provided that such other source is not in breach of a confidentiality obligation towards eBay, our respective Group Companies or Associates;
 - (iv) is separately generated by You, or Your respective Group Companies or Associates who have not had access to the Confidential Information without breach of this Agreement; or
 - (v) is required to be disclosed by any law or order of a court of competent jurisdiction, recognised stock exchange, regulatory authority, governmental department or agency, provided that prior to such disclosure the party required to disclose such Confidential Information shall, to the extent allowed by law (a) consult with the other party as to the proposed form, nature and purpose of the disclosure, and (b) if possible, provide an opportunity to seek confidential treatment of the information prior to disclosure.

- f. You shall upon demand by eBay:
- a) return or, if so requested, destroy and erase from Your computer systems all Confidential Information supplied to You and all copies which are in Your respective possession or under Your respective control or which have been supplied to any of Your Group Companies or Associates;
 - b) destroy or have destroyed all notes, memoranda and other documents or computer files or records prepared by You which contain Confidential Information; and
 - c) promptly provide a certificate signed by an officer of the company certifying that the above has been complied with, if so requested by eBay.
- g. All Confidential Information (including any copies) of the Disclosing Party shall remain the property of the Disclosing Party. No rights or licenses to trademarks, inventions, copyrights, patents or other intellectual property are implied or granted under this Agreement.

4. Consent

You may be asked to be recorded on video and/or audio during the Council. By agreeing to the terms of this Agreement, You authorise eBay and its Group Companies to use Your voice, verbal statements, pictures and videos of You (the "Recordings") for internal eBay purposes. The Recordings may be used in whole or in part, edited or unedited, including in combination with other materials, for the purpose of improving eBay products and services. This includes, without limitation, reviewing and sharing customer responses, insights, and feedback with eBay employees, group companies, service providers and vendors. Except as set forth herein, the Recordings will not be shared with third parties, and will not be used in eBay marketing material without your consent.

5. Indemnity

You shall indemnify eBay and its Group Companies against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by eBay and/or its Associates and/or Group Companies arising out of or in connection with any breach of this Agreement by You.

6. Inadequacy of damages

Each party expressly acknowledges and agrees that damages may not be an adequate remedy for breach of this Agreement and that an aggrieved party is therefore entitled to seek the remedies of injunction, specific performance or other equitable relief, for any threatened or actual breach of this Agreement by the other party, and that no proof of special damages shall be necessary for the enforcement of this Agreement.

7. General

7.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or arrangement between the parties relating to the Purpose of this Agreement. In entering into this Agreement, the parties have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

7.2 For the avoidance of doubt, nothing contained in this Agreement shall be construed as an offer or an agreement to grant either party any rights in or option over the other, or in relation to the Purpose or any other potential transaction. Save in respect of any breach by You of the terms of this Agreement, neither party will at any time for any reason whatsoever be under any obligation to compensate the other for the work undertaken or for any expenses incurred in relation to this Agreement or in connection with any matter arising in relation to it or in connection with any investigations, evaluations or negotiations preliminary to or related to the Purpose.

8. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the English courts. Nothing in this Agreement limits the right of eBay to enforce the other party's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the other party.

By participating in the eBay Council, You provide Your consent to, and agree to abide by, the terms of this Agreement.

Declaration of Consent

By participating in the eBay Council, You grant eBay (UK) Limited, 1 More London Place, London, SE1 2AF, United Kingdom (hereinafter referred to as "**eBay**") permission to create image, sound and video recordings of You via the videoconferencing tool (hereinafter "**recordings**") in the context of the above mentioned Purpose and to use the recordings in whole or in part, edited or unedited, including in combination with other materials, for the purpose of

- Internal purposes of the eBay Council session. The recording of the video conference will not be published.

The processing of the recordings will be carried out as follows:

- The recordings will be shared with Associates at eBay who oversee the topics discussed by the eBay Council.

You understand, that

- You are free to decide whether You want to give this consent or not, and that there are no negative consequences if You decide not to do so;
- eBay will use Your name in connection with the recordings, if this is necessary or customary;
- eBay has no obligation to use Your recordings or Your name;
- eBay will not pay You for granting this consent, the production and/or the further use of the recordings or Your name;
- insofar as Your recordings contain references to Your ethnic origin, religion or health (e.g. skin colour, headgear, glasses), Your consent also refers to these details;
- **You are free to withdraw a given consent at any time, either in whole or in part, for the future (e.g. via the contact form provided under <https://www.ebayinc.com/company/privacy-center/privacy-contact/> or via email to support@ebaycouncil.com) and there are no negative consequences if You decide to do so;**
- if You withdraw Your consent, eBay will not use Your recordings or Your name in the future, unless eBay is entitled or obliged to process the data due to other legal reasons (e.g. because the processing is necessary to execute a contract between You and eBay);
- notwithstanding the foregoing, eBay will store the recordings and Your name as long as this is necessary for the above mentioned purposes or eBay is legally obliged or entitled to do so; and
- You can obtain further information about data protection at eBay in eBay's User Privacy Notice here <https://www.ebay.co.uk/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?id=4260>.