PRIVILEGED AND CONFIDENTIAL

Fluent Data Collection Informed Consent

1. **Purpose.** We are pleased to invite your child to participate in a user research study (“Study”) conducted by Fluent, LLC (“Fluent” or “We”). The purpose of the Study is to assist Fluent and its client to research, develop, design, build, and improve its current and future products and services (“Purpose”). The study involves testing a product or feature that is currently in development; and will help the Fluent team and its client better understand the needs of its users.
2. **Participation.** By allowing your child to participate in the Study you confirm: (a) you are the parent or guardian of the below listed minor child, (b) you are over eighteen (18) years old; and (b) your child’s participation in the Study will not violate any agreement with a third party or create a conflict of interest. Your child’s participation in this Study is completely voluntary. You or your child may choose to withdraw at any time during the Study without any penalty. Your child may also decline to answer any particular question they do not wish to answer for any reason. The researchers also have the right to end the Study at any time.
3. **Incentives.** To thank you and your child for your time and effort in participating in the Study, you will receive the incentive described in the screener form. The incentive provided for the Study is not compensation, and you will not receive any compensation for your child’s participation in this Study.
4. **Audio/Video/Photography.** This study involves collecting audio, video, or photographs.
	1. **Risks.** We are not aware of any physical or emotional risks associated with participation in the Study. However, you or your child may feel uncomfortable or embarrassed while being photographed or filmed.
	2. **Consent.** With your consent, we may capture your child’s face, voice, physical features, mannerisms, likeness, and interactions through photography, screen recording, and audio/video recording during the Study session, for the Purpose. We may ask your child to remotely share their device screen with the researchers to observe their interaction with the product or app.
5. **Study Data Use and Retention.** We and our client may retain, use, or share Study data that does not personally identify you and your child for any purpose and without limitation. We may retain your and your child’s personal information in the Study data as long as it is necessary for the Purpose. Any personal information in the Study data that could identify you or your child such as your or your child’s name, email, video or demographic data may be shared internally for the Purpose.
6. **Personally Identifiable Information.** With your consent, we may collect and process

your and your child’s personally identifiable information in accordance with this agreement and Fluent Privacy Policy. For example, we may ask for your or your child’s name, email address, phone number and other information that may identify you or your child for the

purpose of scheduling the interview or other reasons related to this research study.

1. **Sensitive Personally Identifiable Information.** With your consent, we may collect and process sensitive personally identifiable information such as information pertaining to your and your child’s age, race or other demographic information, in accordance with this agreement and Fluent Privacy Policy.
2. **Data Transfer.** You consent to Fluent processing Study data outside the country or region where the data is originally collected or where you are located, including in countries where you may have fewer rights in respect of your information than you do in your country of residence.
3. **Data Storage and Protection.** We respect your privacy and the privacy of your child, and use a variety of measures to protect personal identifying information from unauthorized access and disclosure in accordance with Fluent Privacy Policy.
4. **Sharing with Third Parties.** Fluent and its client may want to share the Study data with certain third parties such as its contractors who agree to meet our standards for protecting Study data and who have a need to access the Study data in furtherance of the Purpose.
5. **Fluent Confidential Information.** This agreement and any information provided to you by Fluent and its client during the Study are confidential (the “Confidential Information”). You agree to (i) use Confidential Information only for participation in the Study, (ii) take reasonable degree of care to prevent any unauthorized use or disclosure of Confidential Information, and (iii) not photograph, record, or share any Confidential Information with anyone. Your duty to protect Fluent’s and its client’s Confidential Information expires five years from disclosure.
6. **Questions/Requests for Deletion.** If you have questions or wish to have your or your child’s personal data contained in the Study data deleted, please email us at info@fluentresearch.com. Study data that contains or is linked to your or your child’s personal information will be deleted as soon as reasonably practicable, unless otherwise prohibited by applicable legislation or legal process. Fluent may, in its sole discretion, retain Study data that does not personally identify you for a longer duration or for any future study.
7. **Feedback**. In the course of your child’s participation in the Study, your child may provide comments, feedback, ideas, reports, suggestions, data, or other information to Fluent relating to its client’s products and services (collectively “Feedback”). For clarity, Feedback is separate from and not part of the Study data. Fluent and its client may use any Feedback without restriction to develop and improve current or future products and services. You agree that you will not disclose to Fluent any third-party information that you are otherwise obligated to maintain as confidential. Fluent has no obligation to use your child’s Feedback.
8. **General Provisions.** Unless applicable law requires otherwise: (a) this agreement is governed by the laws of the State of New York, excluding its conflict-of-laws principles. Any amendments must be in writing. Failure to enforce any of the provisions of this agreement will not constitute a waiver. This agreement does not create any agency or partnership relationship. If any term (or part of a term) of this agreement is invalid, illegal or unenforceable, the rest of the agreement will remain in effect. This section will survive any

termination of this agreement. You can contact your local data protection authority if you have concerns regarding your rights under local law*.*

**Signature of Parent or Legal Guardian**

I represent that I am the parent or legal guardian of my child listed below, and have the full power and authority to effect this agreement, including the power and authority to grant all rights to my child’s participation, Study data and Feedback. My questions have been answered to my satisfaction, and I agree to allow my child to participate in the Study.

Agreed and accepted by:

Full Name of Parent or Guardian: Ekta Gupta

Signature of Parent or Guardian:

Full Name of child participating in the Study: Shashwat Gupta

Email Address: shashwatgupta444@gmail.com

Date: