

GENERATIVE AI POLICY – USE OF THIRD PARTY TOOLS

1 About this policy

- 1.1 Miroma recognises that generative artificial intelligence (AI) tools and products offer potential efficiencies for certain day-to-day tasks and the creation of content.
- 1.2 We encourage the informed and responsible use of approved AI tools (as defined in paragraph 6.1 below) by our staff in carrying out certain business activities, both internal and for client work. This policy sets out how we use generative AI tools safely, responsibly and effectively across the Miroma Group, respecting confidentiality and third party rights. It exists to support good decisions and avoid avoidable risk – not to stifle innovation. Used properly, AI helps us compete with scale without becoming bureaucratic, and gives us an edge in delivering more value, faster, to more clients.
- 1.3 This policy does not form part of any contract of employment or contract to provide services, and may be amended at any time.

2 Who does this policy apply to?

- 2.1 This policy covers anybody who works for us, so all employees, officers, consultants, contractors, interns, casual workers and agency workers (collectively referred to in this policy as **staff**).

3 Scope of the policy

- 3.1 This policy applies to any use by any staff of third-party generative AI tools for business purposes. This policy does not apply to AI tools that Miroma may develop internally for its own use or for use by or distribution to third parties.
- 3.2 This policy does not seek to regulate how staff use generative AI in a purely private capacity, provided that that use has no bearing on Miroma or any of its group companies or its activities, equipment or systems and provided that no company materials, information or data is input into generative AI as part of such private use.
- 3.3 This policy is intended to ensure that staff understand the rules governing their use of approved AI tools in relation to their work for Miroma. It is designed to help you use these tools responsibly, so as to minimise the risks set out in paragraph 5 below.
- 3.4 Your use of approved AI tools in the workplace must be limited to use for business-related purposes and must, at all times, be in accordance with Miroma's policies and [Guidelines for Use of Generative AI Tools](#).
- 3.5 This policy supplements and should be read in conjunction with our other policies and procedures in force from time to time, including without limitation our:
 - 3.5.1 Equal Opportunities, Diversity and Inclusion Policy.
 - 3.5.2 Disciplinary Procedure.
 - 3.5.3 Group Data Protection Policy.
 - 3.5.4 IT Security Policy.

3.5.5 Acceptable Usage Policy.

- 3.6 We will review and update this policy regularly to take account of evolving uses and understanding of generative AI.

4 Generative AI

- 4.1 In this policy, 'generative artificial intelligence' or 'generative AI' means AI systems or models, such as ChatGPT and Dall-e, that are capable of creating new content or new media (based on the data that they have been trained on) when given an instruction or input prompt by the user. The difference between generative AI and other AI technologies is that generative AI creates or generates 'net-new' outputs, which could be text, graphics, music etc. Generative AI analyses the data that it has been trained on (using machine learning algorithms) and so creates something entirely new or draws a conclusion based on the instruction, information or training that it has been given and its analysis, mimicking human creativity and intelligence.

5 Risks of Generative AI

- 5.1 Generative AI has the potential to provide efficiencies in the way that we work but also introduces new legal and commercial risks that Miroma wishes to mitigate. Use of generative AI that is not in accordance with this policy may amount to the following:

- 5.1.1 breach of data protection laws;
- 5.1.2 breach of legal and/or regulatory requirements or guidance governing the development, deployment or use of generative AI;
- 5.1.3 misuse of confidential information belonging to a Miroma Group company or to its clients and/or suppliers;
- 5.1.4 the generation of false or inaccurate information leading to legal liability and/or damage to the reputation of the user, Miroma and/or its clients and/or its suppliers;
- 5.1.5 breach of intellectual property rights; and/or
- 5.1.6 Miroma's ability to protect works created using generative AI tools may be jeopardised.

To mitigate these risks, generative AI must be used responsibly, and in compliance with this policy, Miroma's [Guidelines For Use of Generative AI Tools](#) and Miroma's other applicable policies.

6 Approved use of generative AI tools

- 6.1 We sanction access only to the generative AI applications listed [here](#) (referred to as **approved AI tools**). This list may be updated at any time by us. It is your responsibility to check, in advance of using generative AI for business purposes, that your chosen application is one of the approved AI tools.

Using generative AI to assist with internal company operations

- 6.2 Approved AI tools may be used for internal business purposes and in accordance with the [Guidelines For Use of Generative AI Tools](#) (including, for example, drafting internal documents,

producing presentations, idea generation, summarisation, speech to text generation). The approved AI tools list includes the purposes for which each tool may be used.

Using generative AI in client deliverables

- 6.3 Before using approved AI tools for client deliverables or inputting any client material into any approved AI tools, please check with Legal who will be able to assess whether there are any restrictions in the applicable client contract.
- 6.4 Use of approved AI tools for the purposes of generating creative content for client advertising or marketing communications work (for example, to create copy, images, audio or other AI-based media, developing a website or app, newsletters, emails, designs) should be approved in advance by your departmental head or client lead. In each case, the use must be agreed in advance with the relevant client and set out in a written scope of work (or similar document), signed by authorised signatories for each party. Please refer to Legal for assistance with any contractual terms. Use of approved AI tools for client work should be in accordance with the [Guidelines For Use of Generative AI Tools](#).
- 6.5 Use of generative AI tools which are not listed as approved such as Midjourney or ChatGPT must not be used for final client deliverables and outputs. These have not been reviewed and approved by Miroma as offering sufficient protection or safeguards around accuracy, bias detection, intellectual property rights, confidentiality, security and other pertinent risks. However, tools such as Midjourney may be used during early-stage ideation, provided this is done responsibly, with the correct oversight and strictly in line with the [Guidelines For Use of Generative AI Tools](#) (see Tools Not on Approved List section).

Requests to add tools

- 6.6 If you would like a tool to be added to the approved list, your request should be made to the AI Strategy Team by filling in the [AI Tool Request Form](#) on the Miroma Brand Hub. The AI Strategy Team will review your request. You must obtain approval from the AI Strategy Team before proceeding with the planned use of the AI tool. Please be aware that, while the AI and Legal Teams work quickly to procure requested systems, these are subject to standard legal and procurement due diligence that may take time.

7 Transparency

- 7.1 Where outputs of approved AI tools are made public or disclosed to clients or third parties, you should clearly cite in the work produced that output has been created using, or with the assistance of, generative AI, for example as a footnote, by providing the name of the tool and any sources used as prompts (e.g. "image generated using Dall.E, prompt: a swing on a tree in a meadow in an impressionist style).

8 Breaches of this policy

- 8.1 Breach of this policy may, where appropriate, result in disciplinary action up to and including dismissal or termination of your employment or engagement with us. Please refer to Miroma's or your employer's disciplinary procedure. Where disciplinary action is appropriate, it may be taken whether the breach is committed during or outside normal hours of work and whether use of generative AI is on an individual's own device or one of our devices, and whether at home, in the office or from another remote working location. If you are not an employee, breach of this policy may result in termination of the Company's contract with you with immediate effect.

- 8.2 You are required to co-operate with any investigation into suspected breach of this policy. This may involve providing us with access to any generative AI application (whether or not this is an approved AI tool) and any relevant passwords and login details.