Terms and Conditions of Business

These Terms and Conditions of Business, and if applicable the relevant SoW which incorporates them (the "**Contract**"), govern the provision and use of the Supplier's Services and Products. Additional or alternative provisions may apply for certain purchases and, if applicable, are set out in the applicable SoW or as otherwise set out in writing and signed by both parties.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Terms and Conditions of Business:

1.1 Definitions

Affiliate	as to a Party, any business entity that, directly or indirectly, controls, is under common control with, or is controlled by, this Party. For purposes of this definition, "control", "controls", "controlled by" and "under common control with" means the power to direct the management and policies of the business entity, whether through ownership of voting shares or securities, by contract, or otherwise.
Assessment	assessment or questionnaire completed by the Participant via the Services.
Assessment Tools	the online assessment tools and exercises hosted on the Supplier's or its Affiliates' online assessment platform to be provided to the Customer under the Contract.
Credits	(if applicable) means the units of measure with monetary value, as specified in the SoW, which entitle the Customer to issue invitations for Participants to complete an Assessment using the Services and/or to generate a report. Unless specified otherwise in the SoW, Credits are valid for a period of twelve (12) months from the date of issue.
Customer	the entity or person purchasing Services from the Supplier pursuant to the Contract, as specified in the SoW.
Customer Materials	any content, materials and information provided by the Customer to the Supplier, including but not limited to Customer's name, logo any assessment content, training materials or other information provided by the Customer for use as part of the Services.
Deliverables	the reports and recommendations produced by the Supplier specifically for the Customer in connection with the provision of Services as set out in the SoW.
Expenses	expenses incurred by the Supplier in the performance of the Services including, as applicable, travel time, travel costs, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials additional to those supplied as part of the Services.
Fees	means the fees payable by the Customer in accordance with the terms of the Contract for the relevant Products, Assessment Tools and/or Services, as set out in the SoW.
Force Majeure Event	has the meaning given to it in clause 12.
Integrator	means an applicant tracking or other third party service provider which can provide access to the SaaS by integration or inter-connectivity with its own platform.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Participant	an individual, authorised by Customer, who seeks to register, registers for, commences, completes or otherwise participates in any Assessment, test, survey, questionnaire or the Services.
Products	means the tangible products ordered by and to be delivered to the Customer under the Contract pursuant to a SoW or other written order.
Registered User	means an individual nominated by the Customer who is registered to purchase, administer and/or use all or some of the SaaS or Supplier Materials.
Restricted Tools	Assessment Tools and/or Services, specified by the Supplier, that require training before the Customer is permitted to use them.
Services	any and all training courses, training services, individual or leadership development services, SaaS, subscription, assessment centres, feedback services, consulting services, professional services and any other services provided under the Contract pursuant to a SoW.
SaaS or Software as a Service	the Supplier's Assessment Tools which are licensed to the Customer.
Software	means (if applicable) all instructions and code used to operate the SaaS or the Integrator service, whether object or source code.
Statement of Work or SoW	the statement of work or engagement letter or any other document into which these Terms and Conditions of Business are incorporated, executed by the Supplier and the Customer setting forth the specific Assessment Tools, Products, Services and Deliverables to be provided by the Supplier to the Customer pursuant to the terms of the Contract.
Supplier	means the Supplier specified in the SoW.
Supplier Materials	all materials, equipment, documents of the Supplier and all works created by or on behalf of the Supplier including but not limited to catalogues, brochures, business simulation exercises, workshop and training course materials and exercises, tests, questionnaires, training materials, manuals, procedures, proposals, presentations and including customised works, surveys, information documents, text graphics and software, whether written or in the form of a video or software programme or in any other medium.
Term	means the period of the Contract for which it shall remain in force as determined by clause 11.1.
Territory	means, subject to clause 5.2 below, the geographical locations in which the Customer and/or it's Users will use the Services as may be specified in the SoW.
Trained User	an individual nominated by the Customer who has successfully completed training provided by Supplier in the use of the Restricted Tools and SaaS.
Training Course	The training course to be provided by the Supplier to the Customer in accordance with the terms of this Contract as set out in the SoW.
Users	means Registered Users and/or Trained Users.

I.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

I.3 A reference to a party includes its personal representatives, successors and permitted assigns.

I.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular; and a reference to one gender shall include a reference to the other genders.

I.5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.6 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.7 A reference to **writing** or **written** includes email unless expressly stated otherwise.

1.8 If there is any conflict between these Terms and Conditions of Business and the SoW, the terms in the SoW shall prevail.

2. BASIS OF CONTRACT

2.1 In consideration for payment of the relevant Fees for the Services and Products by the Customer to the Supplier, the Supplier shall provide the Services and Products specified in the SoW for use in the Territory in accordance with the Contract in all material respects and for the duration specified in clause 11.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained on the Supplier's website and/or in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. The Supplier will use reasonable care to ensure that such information is correct however they shall not form part of the Contract or have any contractual force. The Supplier shall have no liability to the Customer for any losses (except those which cannot, by law be limited or excluded) which are caused by the Customer's use of any such information.

2.3 These Terms and Conditions of Business apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including but not limited to any terms attached to a purchase order), or which are implied by trade, custom, practice or course of dealing.

2.4 The Supplier, acting reasonably, reserves the right to amend or alter the Services in such a way that it does not adversely impact the Customer's use of the Services in order to: (i) maintain or enhance the quality or delivery of the Services to its customers; (ii) maintain or enhance the cost efficiency or performance of the Services; and/or (iii) comply with applicable law or other requirements. The Supplier shall notify the Customer of any changes which will materially affect the function of the Services as soon as reasonably practicable after it becomes aware that any such changes are required.

2.5 The Supplier may directly or indirectly, and by use of any other lawful means, suspend, terminate or otherwise deny access to or use of all or any part of the Services by the Customer, any employee, Participant, User, or any other person without incurring any obligation or liability if:

2.5.1 the Supplier receives a judicial or other official request or order, subpoena or request from a law enforcement authority that expressly or by reasonable implication requires the Supplier to do so; or

2.5.2 the Supplier reasonably believes, in its sole discretion, that:

2.5.2.1 the Customer or User has failed to comply with, any material term of this Contract, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Contract or in any manner that does not comply with any material instruction or requirement of this Contract or the applicable SoW;

2.5.2.2 the Customer or User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or

2.5.3 this Contract expires or is terminated.

2.6 Clause 2.5 does not limit any of Supplier's other rights or remedies, whether at law, in equity or under this Contract.

3. SERVICES

3.1 Training Courses

3.1.1 Where applicable, Supplier will award a qualification for the relevant completed training course and any associated post-training course work upon payment of the relevant Fees in full. Customer's use of Restricted Tools is conditional upon qualification being awarded to its Trained User(s).

3.1.3 Cancellation or rescheduling of training courses is subject to the terms specified in the SoW.

3.2 **Software as a Service (SaaS)**

If the Customer purchases SaaS or online services under the Contract, the following terms shall apply.

3.2.1. Supplier shall deliver the SaaS, accessible online via secure login. Supplier will host or procure the hosting of the SaaS platform.

3.2.2 The recommended IT environment for use of the SaaS is available here.

3.2.3. Subject to the Customer paying the Fees for the SaaS licences in accordance with the SoW the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, with the right to grant the sub-licences specified in clause 3.3.4 below, to permit Users to use the SaaS for a period of twelve months from the date of the applicable SoW solely for the Customer's internal HR related business operations for the selection and/or assessment and/or development of Participants on the terms set out in the Contract.

3.2.4. The Customer, solely via a User, may use the SaaS in the Territory specified in the SoW, if applicable, and may grant temporary use and a temporary sub-licence of the SaaS on a one-time only basis to Participants whether located inside or outside the Territory, strictly for the purpose of completing Assessment by means of the SaaS, after which their access to the SaaS will cease and the said sub-licence will automatically terminate.

3.2.5. Access to the SaaS is subject to any limitations on the number and/or identity of Users as set out in the SoW. If the Customer exceeds the applicable limits, Supplier may reduce the Customer's usage so that it conforms to the limit or suspend or terminate the Customer's access to the SaaS. The Supplier reserves the right to make a charge for excess usage in accordance with the Fees applicable to such services from time to time.

3.2.6. A User's access credentials may not be shared with any other individual, and access credentials may not be reassigned to a new individual replacing one who no longer requires access to the SaaS.

3.2.7. The Supplier will provide technical support to deal with queries from Customer Users as specified in the Statement of Work.

3.2.8. The SaaS shall be available 99% of the time each month, with the sole exception of scheduled maintenance periods.

3.2.9 Supplier will monitor the SaaS to ensure system stability, resilience and performance.

3.2.10 Updates to generic functionality will be implemented from time to time at no extra cost on a scheduled basis. Optional enhancements may be offered from time to time at additional cost.

3.2.11 Supplier shall not be required to (a) update the SaaS except as specified in this Contract; (b) provide any new version of any Assessment Tool (c) update any customised or tailored assessment content or other element of the SaaS even if generic assessment content or other elements may be updated or (d) remedy any defect or other technical fault to the Customer's software or infrastructure or that of any Integrator or other third party or lack of access to the communications network.

3.2.12 Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, beyond the point of connection with Supplier's own networks and systems and the Customer acknowledges that the SaaS may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.2.13 Unless specifically stated otherwise in the SoW or the Data Agreement, the Supplier has and will retain sole control of the operation, provision, maintenance and management of the SaaS and the information technology infrastructure used by or on behalf of the Supplier in performing the SaaS, including without limitation, all computers, software, hardware, databases, electronic systems and networks. Such control shall include without limitation the location where the Services are performed and any upgrades, updates, corrections to repairs to the SaaS or Services.

3.3 **Integration**

3.3.1 Subject to prior agreement between Supplier and Customer which shall include the method of interface and appropriate set up and other costs, Supplier has the facilities to provide Customers with integration to the SaaS with the Customer's platform directly, or via an Integrator.

3.3.2 Both parties shall co-operate fully with a view to enabling integration between the Supplier platform and the Customer's or Integrator's interface and will respond promptly to all reasonable requests for information as to progress against any agreed integration milestones;

3.3.3 If the Customer is accessing the SaaS via an Integrator, the Customer acknowledges and agrees that:

(i) Supplier does not control the operation of the Integrator platform, system or software;

(ii) the terms and conditions relating to use of the Integrator services are subject to an agreement between the Customer and the Integrator;

(iii) the Supplier shall co-operate fully and the Customer shall procure that the Integrator co-operates fully with a view to enabling integration between the SaaS and the Integrator and responds promptly to all reasonable requests for information as to progress against any agreed integration milestones;

(iv) the Customer shall be solely responsible to the Supplier to procure the Integrator's agreement, acceptance and conformance with the relevant obligations in this Agreement, including the obligations in this clause 3.3. The Customer shall be liable for any damages or losses to the Supplier resulting from the Integrator's actions or omissions.;

(v) it shall not, and shall procure that the Integrator shall not rent, lease, lend, sell, sub-licence, assign, distribute, publish, transfer or otherwise make available any part of any Software of Supplier except as expressly provided in this Contract; and

(vi) the Integrator is not a Processor or sub Processor of Personal Data on behalf of Supplier or any of its Affiliates. The terms Personal Data, Processor and sub Processor shall have the meanings given to them in the Data Agreement.

3.3.4 Supplier may change or replace the interface or method of integration once every 12 (twelve) months but undertakes to maintain the existing method for a period of six (6) months from the change or substitution.

3.3.5 The Customer agrees that Supplier shall not be responsible for security beyond the point of integration or inter-connectivity or for loss or degradation of SaaS caused by any change in the interface of the Customer or the Integrator;

3.3.6 The Customer shall not, and shall procure that any Integrator shall not, interfere with or disrupt the Supplier's integration API or the servers or networks providing the API or reverse engineer or attempt to extract the source code from the Supplier's integration API or related Software except as permitted by law;

3.3.7 Where appropriate, the Supplier may set and enforce limits on the Customer's use of the Supplier API (e.g. limiting the number of API requests). If the Customer would like to use any API beyond these limits, the Customer must first obtain written consent from the Supplier. The Supplier will endeavour to accommodate such requests but may decline or its acceptance may be conditional upon the Customer's agreement to any additional terms and/or charges for that use.

3.3.8 The Supplier and the Customer shall, and the Customer shall procure that the Integrator shall, use all reasonable technical, security and organisational endeavours, according to good industry practice, to ensure that its system is free and clear of any virus, spyware and other malware and secure from accidental, unauthorised or unlawful access to, processing, destruction loss, damage or disclosure of confidential information or personal data.

3.3.9 On termination of the Contract, the Customer shall cease using the integration to the Supplier API and the Supplier shall have the right to remove live and test access credentials to prevent any further access.

3.4 **Tailored Assessment Content**

The Supplier may provide the Customer, by prior agreement, with customised or tailored assessment content subject to any associated costs as may be agreed between the parties, or the reasonable costs of Supplier based on its standard applicable daily rates. Customer shall at its own cost provide such Customer Materials as it requires to be used as part of the Services and will obtain, maintain and grant to Supplier all licences to use such Customer Materials to perform the Services for the Customer. To the extent the Services are modified or adapted at the request of the Customer and such modification or adaptation request is agreed by Supplier, such modification or adaptation will be done solely in reliance on information provided by the Customer and the Customer acknowledges that it is responsible for ensuring that any such materials

correspond with appropriate job criteria and otherwise meet its requirements and that they have not been validated by Supplier.

4. **DELIVERY OF PRODUCTS**

4.1 The Supplier shall deliver the Products to the location set out in the SoW or such other location as agreed between the parties.

4.2 The risk in the Products shall pass to the Customer on completion of delivery.

4.3 Title to the Products shall not pass to the Customer until the Supplier receives payment in full for the Products.

5. **CUSTOMER OBLIGATIONS**

5.1 The Customer shall:

5.1.1 before signing the SoW, ensure that the terms of the SoW are complete, accurate and adequate for the purposes the Customer intends to use the Services and Products;

5.1.2 co-operate with the Supplier in a timely manner in all matters relating to the Services;

5.1.3 provide the Supplier with the Customer Materials and such information and other materials as the Supplier may reasonably require in order to provide the Services, and ensure that such information is complete and accurate in all material respects;

5.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Customer's use of the Services;

5.1.5 use the Services and Products in accordance with any user manual or training and instructions provided by the Supplier;

5.1.6 use the Services and Products in accordance with all applicable labour, employment, data protection, privacy and other laws, and comply with all applicable laws and regulations. The Customer will not use the Services or Products as the sole course for any decision relating to any Participant including with respect to selection, recruitment, assessment or development for any hiring, termination, employment status or work opportunity;

5.1.7 ensure compliance by its personnel including Users and Participants of the relevant terms of the Contract; and

5.1.8 not permit any third party to access or use the Services or any part thereof except as expressly permitted by the Contract.

5.2 The United States Department of the Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions imposed by the United States against foreign countries. The OFAC may also designate persons and entities (including persons and entities in the United States) as Specially Designated Nationals. The OFAC prohibits certain transactions with embargoed countries or Specially Designated Nationals and PSI strictly adheres to the OFAC sanction activities and such other sanctions as mandated by the United States. An example of such sanctions can be found at https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx. Customer represents and warrants to Supplier that (i) none of the Participants or Users are on the Specially Designated National List maintained by the OFAC; and (ii) neither Customer nor any client, sub-contractor or agent of Customer, shall engage Supplier to provide any Services to an embargoed country or Specially Designated National in contravention with United States law.

5.3 Supplier Services and Products may not be branded as Customer's own services or products. The Customer shall not resell or distribute the Supplier Services or Products. Customer may only use the Services and Products as permitted by the Contract.

5.4 The Customer hereby permits the Supplier and its Affiliates to use the Customer's name and logo for inclusion in its internal and external customer lists which may be published on Supplier or its Affiliates websites, displayed in Supplier or its Affiliates premises or discussed verbally with Supplier's or its Affiliates' other customers from time to time;

5.5 The Supplier shall not be responsible or liable for any prevention, hinderance or delay to the Services or delivery of the Products or any costs or losses sustained or incurred by the Customer that is caused by any act or omission by the Customer,

or failure by the Customer to perform any relevant obligation ("**Customer Default**"). The Supplier shall have the right to suspend provision of the Services or delivery of the Products until the Customer Remedies the Customer Default.

5.6 For the purposes of clarity and without limiting the generality of the obligations in clause 5.1, except as expressly provided in this Contract, the Customer shall not, and shall not allow any of its employees, Participants, Users, personnel or contractors or any other third party to:

5.6.1 copy, modify or create derivative works or improvements of the Products, Services, Deliverables or Supplier Materials;

5.6.2 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any part of the Products, Services, Deliverables or Supplier Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

5.6.3 reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of any software provided in connection with the Services, in whole or in part;

5.6.4 attempt to bypass or breach any security device or protection used by the Services;

5.6.5 input, upload, transmit or otherwise provide to or through the Services, or any software provided pursuant to the SoW any information or materials that are unlawful or injurious, or contain, transmit or activate any viruses or other harmful code;

5.6.6 damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Deliverables, or Supplier Materials or Supplier's provision of services to any third party, in whole or in part;

5.6.7 remove, delete, alter or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Products, Services, Deliverables, or Supplier Materials, including any copy thereof;

5.6.8 access or use the Products, Services, Deliverables, or Supplier Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property or other right of the Supplier, or of any third party, or that violates any applicable law; or

5.6.9 access or use the Products, Services, Deliverables, or Supplier Materials for purposes of competitive analysis of the Services, Deliverables, or Supplier Materials, the development, provision or use of competing software, services or products, or any other purpose that is to the Supplier's detriment or commercial disadvantage.

5.7 If the Customer becomes aware of any actual or threatened activity prohibited by clause 5.2 and/or 5.6, the Customer shall, and shall cause its employees to, as soon as is reasonably possible:

5.7.1 take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services, Deliverables, and/or Supplier Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and

5.7.2 notify the Supplier of any such actual or threatened activity.

6. FEES, EXPENSES, INVOICING AND CANCELLATION

6.1 The Fees for the Services shall be as set out in the SoW or, if no Fee is quoted, the Supplier's standard list price as at the date of the SoW shall apply.

6.2 Fees shall, where applicable, be exclusive of all costs and charges of packaging, insurance, and transport, which shall be invoiced to the Customer.

6.3 Where the Supplier's daily fee rates apply, these are calculated on the basis of a seven and a half hour (7.5) day from 9.00 am to 5.30 pm (with an hour for lunch) on working days;

6.4 If the relevant Services are required outside of working days or for longer than seven and a half (7.5) hours per day ("**Out of Hours Services**"), the Supplier will notify the Customer of any additional charges for Out of Hours Services in writing. If the

Customer wishes to accept the additional charges, the parties will agree the same in writing. Unless and until such agreement has been made in writing, the Supplier will be under no obligation to provide any Out of Hours Services.

6.5 The Supplier reserves the right to:

6.5.1 increase the Fees for the Services by giving notice to the Customer at any time before provision of the same, to reflect any increase in the cost of the Services that is due to (a) any factor beyond the control of the Supplier; (b) any request by the Customer to change the delivery date(s), quantities or types of Services ordered, or any other terms of the SoW; or (c) any delay caused by any instructions of the Customer in respect of the Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Services.

6.5.2 in relation to SaaS, increase the Fees annually upon not less than ninety (90) days' notice to the Customer by email or such other method of notification as the parties may agree. Such variations shall take effect on the anniversary of the Commencement Date.

6.6 The Customer shall pay Expenses reasonably incurred by the Supplier in connection with the Services. The rates chargeable for travel time in connection with performance of the Services will be set out in the relevant SoW. If applicable, travel and subsistence are invoiced at cost, except car travel which will be charged at the rate specified in the SoW.

6.7 The Supplier will invoice the Customer for Fees as set out in the SoW. .

6.8 The Customer shall pay each invoice within thirty (30) days of the date of the invoice in full and in cleared funds to a bank account nominated in writing by the Supplier without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.9 All amounts payable by the Customer under the Contract are exclusive of any amounts, where applicable, in respect of value added tax chargeable from time to time (**VAT**). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.10 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's rights and remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.10 will accrue daily at 9% a year above the respective base rate of the European Central Bank .

6.11 **Rescheduling and Cancellation**

The terms relating to rescheduling or cancellation of the Services and/or delivery of Products are as set out in the applicable SoW.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 All Intellectual Property Rights in, or arising out of or in connection with the Services, Products, Supplier Materials and any Software (including any customised or tailored version of the foregoing) (other than Intellectual Property Rights in the Customer Materials) shall be owned by the Supplier or its licensors or suppliers.

7.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, non-exclusive, royalty-free licence to use the Deliverables (excluding the Customer Materials) for receiving and using the Services in relation to its HR related business purposes. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 7.2 except as permitted by the Contract.

7.3 Customer grants to Supplier a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt and aggregate anonymized Assessment data in any and all media for the purposes of monitoring, validation, statistical, benchmarking, product development, historical and management purposes.

7.4 Subject to the limits on liability set out in Clause 10.5.5, the Supplier agrees to indemnify and defend the Customer and Users (each, an "**Indemnified Party**"), from and against any direct loss, damage, and expense, including reasonable legal fees and expenses, incurred by the Indemnified Party as a result of any proven third party claim ("**Claim**"), for actual infringement of any Intellectual Property Rights arising out of the use of the Services or Products supplied to the Indemnified Party by the Supplier. This indemnification obligation is provisional on the Indemnified Party: (i) providing the Supplier with prompt written notice of any Claim; or upon reasonable suspicion of a Claim; (ii) cooperating with Supplier's reasonable request for information or other assistance; (iii) granting control of the defence and settlement of the Claim to the Supplier; and (iv) not

settling or making any offer to settle the Claim or make any admission of guilt or fault without first obtaining Supplier's prior written approval.

7.5 Clause 7.4 shall not apply in so far as the infringement arises in whole or in part due to: (i) Customer's use of the Services in breach of the Contract; (ii) Customer's use of the Services in combination with any products, services, or information not provided by Supplier or its Affiliates; or (iii) Customer's utilisation of the Services in a manner not contemplated by this Contract, in each case, whether or not with Supplier's or its Affiliates' consent.

7.6 In the event that any Services become or are reasonably likely to become the subject of an infringement claim then the Supplier, at its discretion will: (i) obtain the right for the Customer to continue using the affected Services; (ii) replace or modify the relevant Services so it becomes non-infringing; or (iii) terminate the applicable SoW by written notice to the Customer and will require the Customer to cease use of relevant Services and provide a refund of any fees prepaid to the Supplier for the affected Services.

7.7 Customer shall defend, indemnify, and hold Supplier, and its subsidiaries, affiliates, employees, officers, directors and contractors harmless against all liabilities, claims, demands, suits (and any costs, reasonable attorney fees, expert fees, judgments and settlement amounts associated therewith) that arise out of or in connection with: (a) any claim by a third party that the Supplier's use of any Customer Materials infringes any Intellectual Property Rights; and (b) any third party claim as a result of the Customer's use of the Services or Products in breach of the Contract. In connection with any such claims, the Supplier agrees to provide the Customer (i) prompt notice in writing of such claim (but late notice shall not void Customer's obligations in this Clause); (ii) sole control over the defence and settlement thereof; and (iii) reasonable cooperation from the Supplier, as applicable, at Customer's expense in response to a Customer request for assistance. However, Customer may not settle or compromise any claim, make any admission of facts that expose Supplier to any liability, require Supplier to take or cease to take any action, or other claims that are not covered by this indemnification without Supplier's written approval (not to be unreasonably withheld).

8. DATA PROTECTION

The Processing of any Personal Data pursuant to the Contract shall be subject to the terms of Schedule A hereto or such other data agreement as agreed between the parties (the "Data Agreement").

9. CONFIDENTIALITY

9.1 "Confidential Information" means all information, in whatever form, furnished by one party or its Affiliates (the "Disclosing Party") to the other party or its Affiliates or Users (the "Receiving Party") orally or in writing and identified as confidential or proprietary at the time of disclosure, or that by its nature should reasonably be assumed to be confidential or proprietary, including, but not limited to: Supplier Materials, Customer Materials, business information, pricing, policies, information concerning employees, customers, and/or vendors, research, development, know-how, designs, opportunities, trade secrets, and methods and procedures.

9.2 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose any Confidential Information of the other party except as permitted by clause 9.3.

9.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:

9.3.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9 and the Receiving Party shall remain responsible for any breach of this clause 9 by anyone with whom it shares the Disclosing Party's Confidential Information; and

9.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, the Receiving Party, so long as legally permissible, promptly notifies the Disclosing Party of such order.

9.4 The Receiving Party shall maintain the Confidential Information using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in any case no less than a reasonable degree of care.

9.5 This clause 9 shall not apply to Confidential Information that:

9.5.1 is publicly known at the time of its disclosure or becomes publicly known after its disclosure other than by breach hereof by the Receiving Party;

9.5.2 is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party;

9.5.3 was already known to the Receiving Party at the time of disclosure as demonstrated by the reasonable written evidence of the Receiving Party; or

9.5.4 is generated by the Receiving Party independently without use of or reliance on the Disclosing Party's Confidential Information.

9.6 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

10. **LIMITED WARRANTY AND LIMITATION OF LIABILITY**

10.1 The Supplier will provide the Services and Products in a workmanlike manner using reasonable care and skill and suitably experienced or qualified personnel.

10.2 The Customer acknowledges that if the results of the Services are dependent upon the responses of the Participants, the Supplier makes no representation or warranty as to the accuracy or completeness of the data collected from Participants or consequently any assessment generated in connection with the Services or through the use or operation of the Services.

10.3 Subject to clauses 3 and 10.2 above, in the event that the Customer establishes to the reasonable satisfaction of the Supplier within ninety (90) days of the performance of the affected Services that the Services are defective or not delivered with due care and attention, the Supplier shall, at no additional expense to the Customer and as the exclusive remedy for such breach, re-perform the affected Services.

10.4 Nothing in the Contract limits or excludes any liability of either party for:

10.4.1 death or personal injury caused by negligence;

10.4.2 gross negligence or willful misconduct;

10.4.3 fraud or fraudulent misrepresentation; or,

10.4.4 any other liability which, by law, cannot be excluded or limited.

10.5 Subject to clause 10.4, the Supplier's total aggregate liability to the Customer arising out of or in connection with the Contract (including, for the avoidance of doubt, the applicable SoW) whether arising in contract, tort (including negligence) under indemnity or otherwise, shall not exceed the greater of the total fees payable by the Customer to Supplier during a twelve month period immediately prior to the date on which the liability arises or the sum of EUR 30 000 (thirty thousand euros).

10.6 Subject to clause 10.4, neither the Supplier or the Customer shall be liable for any indirect, consequential, incidental, special, exemplary or punitive losses and/or damages, including any legal expenses or for any direct or indirect, in each case, loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss, alteration, destruction, loss of use or corruption of software, or loss of or damage to goodwill, in each case arising out of or in connection with the Contract, even if they had been notified of the possibility of such losses or damages.

10.7 Except as expressly provided in clause 10.1, the Supplier and its licensors make no warranties, whether express or implied, regarding or relating to any materials provided to Customer, or Supplier's Products, Services, Deliverables or software hereunder. Software, Products and Services are provided on an "as is" basis. Any condition, representation, or warranty that might otherwise be implied or incorporated within these terms by reason of statute or common law or otherwise, including any express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of any third party rights, is hereby expressly excluded to the fullest extent permitted by law. The Supplier does not warrant or represent that the Services will meet Customer's or any user's requirements or needs, that use of the Services will be uninterrupted or error free or that any defects in the services will be or can be corrected.

10.8 The Customer acknowledges that Supplier does not control the flow of data to or from the internet. Although the Supplier will use commercially reasonable efforts to take the action that it deems appropriate to remedy and/or avoid disruptions to the availability of the Services, if applicable, the Supplier cannot guarantee that disruptions or other events causing the unavailability of the Services will not occur. Accordingly, the Supplier disclaims any and all liability resulting from or related to such events to the extent such events are not caused by the Supplier.

10.9 Without limiting the generality of the foregoing clause 10.8, the Supplier will have no liability to the Customer for any losses the Customer suffers resulting directly or indirectly from: (i) failures of performance on the part of any Integrator or other third party or internet service provider; (ii) failure of Customer's equipment or those of Participants, Users or third parties (excluding any third party engaged by the Supplier); or (iii) Supplier's provision of scheduled system upgrades or maintenance specified in clause 3.

10.10 This clause 10 shall survive termination of the Contract.

11. TERM AND TERMINATION

11.1 Except as otherwise set in the SoW the Contract shall remain in force until the later of (i) the duration of the Services or delivery of the Products specified in the SoW, or (ii) the duration of any SaaS specified in the SoW, subject to 11.2 below, after which time it shall automatically terminate.

11.2 In relation to SaaS, except as specified otherwise in the Statement of Work the Contract shall remain in force for a period of twelve months from the later date of signature of the SoW and shall renew automatically on the same terms for successive twelve month periods (each a "Renewal Term") unless either party gives notice in writing to the other to terminate, delivered at least 60 days prior to the end of the Term or Renewal Term.

11.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.3.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so. For the avoidance of doubt, non-payment of Fees in accordance with the terms of this Contract shall constitute a material breach;

11.3.2 the other party commits a material breach of its obligations which cannot be remedied;

11.3.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

11.3.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.3.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.4 On termination or expiration of the Contract or the SoW:

11.4.1 the Supplier will invoice the Customer for Fees and expenses in relation to the Services delivered to the date of termination or expiration and any applicable cancellation charges and the Customer shall pay such invoices as set out in clause 6.

11.4.2 the Customer shall immediately cease use of the Services and Deliverables, as applicable and promptly return all of the Supplier Materials and any Deliverables which are owned by the Supplier.

11.4.3 the requirements with regard to the processing of personal data shall be implemented as set out in the Data Agreement.

11.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12. FORCE MAJEURE

Except with respect to payment obligations under the Contract, notwithstanding anything to the contrary contained in these Terms and Conditions of Business a party shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder as a result of any circumstance that is beyond the reasonable control of such party (the "Nonperforming Party") whether directly or indirectly, including without limitation, epidemic, pandemic, fire, flood, action of

the elements, governmental order, acts of war or terrorism, acts of God, riot or civil commotion (each a "Force Majeure Event") it being understood and agreed that the Nonperforming Party shall be temporarily excused from its inability to perform its obligations hereunder but only for the duration of the Force Majeure Event. The Nonperforming Party shall, as soon as reasonably practicable, provide written notice of the occurrence of such Force Majeure Event to the other party.

13. **GENERAL**

13.1 **Notices.** All notices and demands of any kind which either Party may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by internationally recognized express mail courier or by email to the respective (email) address of Supplier and Customer set forth in the SoW or to other addresses as the Parties may specify in writing. Notices shall be deemed to have been given upon delivery.

13.2 **Survival.** It is mutually agreed by the Parties that any and all obligations arising under clauses 1, 5.1, 5.2, 5.7, 7.1, 7.2, 7.3, 9 and 10 shall survive any termination or expiration of this Agreement.

13.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

13.6 **Entire agreement**.

13.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.6.2 Each party acknowledges that in entering into the Contract it does not rely onany statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract and that it will not be able to invoke any legal remedies in relation to them.

13.6.3 Each party agrees that it has no right to culpable or negligent deception based on any statement in the Contract.

13.6.4 Nothing in this clause shall limit or exclude any liability for fraud.

13.7 **Third party rights.** The Contract does not give rise to any rights to any person that is not a party to the Contract to enforce any term of the Contract.

13.8 **Variation.** Except as set out in these Terms and Conditions of Business, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

13.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are subject to and will be interpreted according to the law of the Federal Republic of Germany.

13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of the Federal Republic of Germany have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or its creation.

Schedule A: DATA PROCESSING AGREEMENT

Supplier provides talent management services, such as online assessments, feedback sessions and training courses to the Customer, the details of which are set out in the agreement between the Supplier and the Customer (the "**Agreement**") to which this Data Processing Agreement (the "**DPA**") is attached. Pursuant to the Services and Products provided under the Agreement, the Parties anticipate that Supplier as processor will process Personal Data on behalf of Customer, the data controller for such Personal Data. To the extent that the provision of such Services involves the processing of Personal Data, the Parties have agreed to the provisions set out in this DPA for the purposes of ensuring compliance with the applicable Data Protection Laws (as defined below).

1. The Parties have agreed as follows:

1. DEFINITIONS

1.1 Terms such as "(sub)process/(sub)processing", "data subject", "data processor, "data controller", "data protection impact assessment", "appropriate technical and organisational measures", "recipient" shall have the same meaning ascribed to them in the Data Protection Laws;

1.2 "**Authorized Subprocessors**" means (a) those Subprocessors set out at Annex 3 below(*Authorised Subprocessors*); and (b) any additional Subprocessors consented to in writing by Customer in accordance with section 5.1;

1.3 "**Data Protection Laws**" means in relation to any Personal Data which is Processed in the performance of the Agreement, the General Data Protection Regulation (EU) 2016/679 ("**EU GDPR**"), the UK Data Protection Act 2018 ("UK GDPR"), the EU e-Privacy Directive (Directive 2002/58/EC) and all laws implementing or supplementing the same and any other applicable data protection or privacy laws as notified by the Customer to the Supplier;

1.4 "**Delete**" means to erase, wipe, delete or anonymise Personal Data so that it is no longer identifiable. "Deleted" and "Deletion" shall be construed accordingly;

1.5 "**EEA**" means the European Economic Area;

1.6 "**Parties**" means all signatories to the Agreement;

1.7 "**Personal Data**" means the data described in Annex 1 (*Details of Processing of Personal Data*) and any other personal data, as that term is defined in Data Protection Laws, processed by Supplier or any Subprocessor on behalf of Customer;

1.8 "**Personal Data Breach**" means any actual loss, unauthorized or unlawful processing, destruction, damage, alteration, or unauthorized disclosure of, or access to Personal Data that compromises the availability, authenticity, integrity and/or confidentiality of Personal Data.

1.9 "**Research Purposes**" means monitoring, validation, statistical and benchmarking purposes;

1.10 "**Restricted Transfer**" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

1.11 "**Services**" means talent management services, such as online assessments, feedback sessions and training courses supplied to the Customer by Supplier in connection with the Agreement.

1.12 "**Standard Contractual Clauses**" or "SCCs" means (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council ("EU SCCs"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs"); ; or any set of clauses approved by the European Commission which amends, replaces or supersedes these;

1.13 "**Subprocessor**" means any data processor (including any third party and any affiliated company) appointed by Supplier to process personal data on behalf of Customer; and

1.14 "**Supervisory Authority**" means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.

2. PROCESSING OF THE PERSONAL DATA

2.1 For the purposes of GDPR, the Customer is the controller and the Supplier is the processor of Personal Data processed by the Supplier in relation to the Agreement.

2.2 Supplier shall process the Personal Data relating to the categories of data subjects for the purposes set forth in this DPA, which are enumerated in Annex 1 (*Details of Processing of Personal Data*) to this DPA. Supplier shall not process, transfer, modify, amend or alter the Personal Data, or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with Customer's documented instructions (whether in the Agreement or otherwise) except as otherwise required by applicable EU law to which Supplier is subject, in which case Supplier shall, to the extent permitted by such law, inform Customer of that legal requirement before processing that Personal Data.

2.3 Supplier shall maintain a record of the processing activities carried out on behalf of Customer in accordance with Article 30 of the GDPR.

2.4 For the purposes set out in section 2.1. above, Customer hereby instructs Supplier to transfer Personal Data to the recipients in the countries listed at Annex 3 (*Authorised Transfers of Personal Data*) provided that Supplier shall comply with section 5 (*Subprocessing*) and 11 (*International Transfers of Personal Data*).

2.5 Unless instructed otherwise by the Customer, and subject to compliance with Article 89 of GDPR, the Supplier may process and retain de-identified Personal Data for Research Purposes.

3. SUPPLIER PERSONNEL

3.1 Supplier shall ensure that persons authorised by the Supplier to process the Personal Data have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

4. SECURITY

4.1 Supplier shall implement appropriate technical and organisational measures designed to ensure a level of security of the Personal Data appropriate to the risk and in accordance with Article 32 of the GDPR. Supplier shall assess and evaluate the effectiveness of such measures, as needed, and shall update as applicable, in accordance with Article 32 of the GDPR.

5. SUBPROCESSING

5.1 As at the date of the Agreement, Customer hereby authorises Supplier to engage those Subprocessors set out at Annex 3..

5.2 Supplier shall update the list of Authorised Subprocessors by providing notice to Customer at https://www.talogy.com/en/legal/sub-processors/. Customer shall be deemed to have consented to such additional or changed Subprocessor if Customer does not object within thirty (30) calendar days of the date of such notice.

5.3 With respect to each Subprocessor, Supplier shall (i) provide Customer with details of the processing to be undertaken by each Subprocessor; and (ii) include terms in the contract between Supplier and the Subprocessor that are equivalent to those set out in this DPA.

6. DATA SUBJECT NOTIFICATION AND RIGHTS

6.1 The Customer shall be responsible for communicating with and providing any information to the data subject as required by the Data Protection Laws.

6.2 Supplier shall notify Customer within ten (10) calendar days if it receives a data subject access request, including requests by a data subject to exercise rights in chapter III GDPR, and shall provide full details of that request.

6.3 Supplier shall fully co-operate as requested by Customer to enable Customer to comply with any exercise of rights by a data subject under chapter III GDPR regarding Personal Data.

7. INCIDENT MANAGEMENT

7.1 Supplier shall notify Customer without undue delay, and in any case within forty-eight (48) hours, upon becoming aware of a Personal Data breach. Such notification shall, to the extent known within the notification window: (i) describe the

nature of the personal data breach, including, where possible, the categories and approximate number of affected data subjects, and the categories and approximate number of personal data records concerned; (ii) the name and contact details of a contact person at Supplier who can provide additional information; (iii) describe, to the extent known, the likely consequences of such personal data breach; and (iv) describe proposed mitigation efforts, as applicable. The Supplier shall promptly take all necessary and advisable corrective actions and shall cooperate fully with the Customer in all reasonable and lawful efforts to prevent, mitigate or rectify such Personal Data breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

8.1 Supplier shall provide reasonable assistance to Customer with any data protection impact assessments that are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of Customer or any of its affiliates that are required under Article 36 GDPR, in each case in relation to processing of Personal Data by Supplier on behalf of Customer and taking into account the nature of the processing and information available to Supplier.

9. RETENTION PERIOD AND DELETION OR RETURN OF CUSTOMER PERSONAL DATA

9.1 Where the Customer has access to the Supplier's online assessment tools, the Customer shall Delete Personal Data when it is no longer required.

9.2 Where the Customer does not have such access, the Customer will direct the Supplier in writing to Delete or return the Personal Data to the Customer: (i) either on termination of the Agreement; or (ii) when the Customer no longer requires the Supplier to retain the Personal Data. For the avoidance of doubt, the Customer shall be responsible on instructing the Supplier in writing on the retention period of the Personal Data.

9.3 On receiving the notification at clause 9.2, Supplier shall promptly, and in any event within thirty (30) days of such notification, unless required by applicable EU law, to Delete all copies of Personal Data processed by Supplier or any Authorised Subprocessor.

10. AUDIT RIGHTS

10.1 Supplier shall make available to Customer on request all information necessary to demonstrate compliance with Data Protection Laws and this DPA. At the cost and expense of the Customer and not more than once a year, Customer may carry out audits or inspections by Customer or another auditor mandated by Customer of any premises where the processing of Personal Data takes place. Subject to Supplier's confidentiality obligations and to the extent it does not include any commercially sensitive information of Supplier, Supplier shall permit Customer or another auditor mandated by Customer to inspect, audit and copy any relevant records, processes and systems in order that Customer may satisfy itself that Supplier is in compliance with the Data Protection Laws and this DPA. Customer and Supplier shall agree to the scope and timing of any audit in advance. Any audit shall not disrupt Supplier's ability to provide services to any other customer of Supplier.

10.2 Alternatively, Supplier may satisfy its obligations under this Clause 10 (Audit Rights) and any similar obligations under the Standard Contractual Clauses or other Data Protection Laws by completing privacy or security questionnaire(s) and providing relevant security and privacy documentation, including presenting a summary copy of its third-party certified ISO 27001 certification report(s) to Customer, which reports shall be subject to the confidentiality provisions of the Agreement.

11. INTERNATIONAL TRANSFERS OF CUSTOMER PERSONAL DATA

11.1 Unless authorised in writing by Customer in advance, Supplier shall not process the Personal Data nor permit any Authorised Subprocessor to process the Personal Data in a country outside of the EEA without an adequate level of protection as defined in Data Protection Laws other than in respect of those recipients in such countries listed at Annex 3 (*Authorised Transfers of Personal Data*).

11.2 To the extent that the Supplier engages any Subprocessor to process Personal Data on behalf of Customer in a country that has not received a finding of adequacy by the European Commission, Supplier shall enter into an agreement in accordance with the Standard Contractual Clauses with such Subprocessor. Supplier's Affiliates (as defined in the Agreement) have entered into an intra group data transfer agreement committing to compliance with the GDPR as set out in the Standard Contractual Clauses and shall process and store Personal Data in third countries, which may include the United States.

11.3 Where applicable, the Supplier and Customer agree to follow and abide by the provisions of the SCCs in addition to the provisions of this DPA, and for the purposes of the Standard Contractual Clauses, the Customer is the "data exporter" and

the Supplier is the "data importer". In the event of any conflict or inconsistency between any of the terms of this DPA and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail over the provisions of this DPA.

11.4 Restricted Transfer. For any Restricted Transfer between Customer and Supplier, the Restricted Transfer shall be subject to the appropriate Standard Contractual Clauses as follows:

11.4.1 In relation to Personal Data protected by the EU GDPR, the EU SCCs at https://op.europa.eu/en/publication-detail/-/publication/55862dbf-c72b-11eb-a925-01aa75ed71a1, which are incorporated herein by reference, and completed as follows:

i. Module 2 (Controller to Processor) will apply where Customer is controller of Personal Data and Supplier is a processor of Personal Data
ii. in Clause 7, the optional docking clause will apply;
iii. in Clause 9, Option 2 will apply, and the time period for notice of subprocessor changes shall be thirty (30) days;
iv. In Clause 11, the optional language will not apply;
v. In Clause 17, Option 1 will apply and the EU SCCs will be governed by Irish law;
vi. In Clause 18(b), disputes shall be resolved before the courts of Ireland;
vii. Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this DPA; and
viii. Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 2 to this DPA.

11.5 In relation to Personal Data protected by the UK GDPR:

11.5.1 The Parties shall complete the UK Addendum to the SCCs, issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 ("UK Addendum") (incorporated herein by reference), and the EU SCCs as set forth above in subsection 11.4.1 shall apply to transfers of Personal Data. The UK Addendum shall be deemed executed between the transferring Customer and Supplier, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of Personal Data.

12. MISCELLANEOUS

12.1 In the event of conflict between this DPA and the Agreement or any other agreement, the terms of this DPA will prevail.

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

A. List of Parties

Controller(s) / Data exporter(s):

1.	Name:	The Customer identified in the Agreement.
	Address:	The address of the Customer identified in the Agreement.
	Contact person's name, position and contact details:	Customer's account owner email address or the email address(es) for which Customer elects to receive legal communications.
	Activities relevant to the data transferred under this DPA:	The provision of the Services as specified in the Agreement.
	Role (controller/processor)	Controller

Processor(s) / Data importer(s):

1.	Name:	Talogy
	Address:	Talogy address
	Contact person's name, position and contact details:	Raj Rathour, DPO, dpo@talogy.com
	Activities relevant to the data transferred under this DPA:	Services provided to the Customer as specified in the Agreement.
	Role (controller/processor)	Processor

B. Description of Transfer

Categories of data subjects whose Personal Data is transferred may include:	Participants, which may include Customer's employees, prospective employees, and other individuals at the direction of the Customer.
Categories of Personal Data transferred may include:	The types of personal data that Talogy may process in order to provide its Services include, at minimum: • name, • email address, • scoring, ranking, and assessment data; and • psychometric test respondent data Additionally, the following categories of personal data may be processed, if/as configured by the Customer: • address; • gender; • date of birth; • nationality; • education; • job function; • management responsibility; • organisation sector; • organisation industry; • telephone number; • payment card information; • Photo ID; • any other information as requested by the Customer for the purposes of the Data Importer providing its services; and • any other information generated from such personal information as a result of Talogy providing its services.
Sensitive data transferred (if applicable) and safeguards:	Not applicable.
The frequency of the transfer:	Continuous for the duration of the Services.
Nature of the processing:	As required to perform the Services, and may include but is not limited to: organization, structuring, storage, adaptation or alteration, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure and destruction.
Purposes of the data transfer and further processing:	To provide the Services as stated in an Agreement and as otherwise to process Personal Data for the purpose of provide talent management services, such as online assessments, feedback sessions and training courses at the request of Customer, as detailed in the Agreement.
The period for which the Personal Data will be retained:	The Personal Data shall only be held for the length of Services contracted by or otherwise requested by Customer except as otherwise required by Data Protection Laws or applicable EU law.
For transfers to (sub-)processors, also specify subject matter, nature, and duration of the processing:	The subprocessors and subject matter and nature of processing are available at: https://www.talogy.com/en/legal/sub-processors/ The duration of processing for all subprocessors is continuous for the duration of the Agreement.

ANNEX 2: Technical and Organizational Measures

Area	Practices
Organization of Information Security	**Security Ownership**. Talogy has designated a person responsible for coordinating and monitoring Cybersecurity. **Security Roles and Responsibilities**. Talogy personnel with access to Customer Personall Data are subject to confidentiality obligations. **Data Protection Office**: Talogy has appointed a Data Protection Officer.

Asset Management	**Asset Inventory**. Talogy maintains an inventory of all media on which Customer Personal Data is stored. Access to the inventories of such media is restricted to Talogy personnel authorized in writing to have such access.
Human Resources Security	**Security Training**. Talogy informs its personnel about relevant security procedures and their respective roles **Data Protection Training:** Talogy issues all staff with data protection training modules on induction and refresher training every year. Training modules cover data protection principles, data subject access request, data breach and keeping data secure.
Physical and Environment Security	**Physical Access to Facilities**. Talogy limits access to facilities where information systems that process Customer Data are located, to identified authorized individuals. **Protection from Disruptions**. Talogy uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference. **Component Disposal**. Talogy uses industry standard processes to delete Customer Personal Data when it is no longer needed.
Communications and Operations Management	**Operational Policy**. Talogy maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Personal Data. **Data Recovery**: Talogy ensures off-site backups of customer data are maintained. **Malicious Software**. Talogy has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Personal Data, including malicious software originating from public networks. **Data Beyond Boundaries.** Talogy encrypts Customer Data that is transmitted over public networks. **Event Logging**. Talogy logs access and use of information systems containing Customer Personal Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy**. Talogy maintains a record of security privileges of individuals having access to Customer Personal Data. **Access Authorization** Talogy maintains and updates a record of personnel authorized to access Talogy systems that contain Customer Personal Data. **Least Privilege** Technical support personnel are only permitted to have access to Customer Personal Data when needed. Talogy restricts access to Customer Data to only those individuals who require such access to perform their job function. **Authentication** Talogy uses industry standard practices to identify and authenticate users who attempt to access information systems. Where authentication mechanisms are based on passwords, Talogy requires that the passwords are renewed regularly.
Information Security Incident Management	**Incident Response Process** Talogy has a management team and process for information security incidents as set forth in its detailed Information Security Incident Response Policy. Talogy provides notification of a security incident in compliance with appropriate laws, or regulations.
Data Protection	Talogy encrypts data during transmission and at rest. Talogy monitors data protection compliance and regularly tests the effectiveness of the measures in place. Talogy tests staff adherence to data protection and information governance policies and procedures.
Business Continuity Management	Talogy maintains emergency and contingency plans for the facilities in which Talogy information systems that process Customer Personal Data are located.

	Talogy has a disaster recovery plan in place for the restoration of critical processes and operations of the Hosted Service at the hosting location from which the Hosted Service is provided.

Talogy Supplemental Measures

Area	Practices
Technical	The personal data is processed using strong encryption during transmission. Talogy has not purposefully created or changed its business processes in a manner that facilitates access to personal data or systems by third parties.
Contractual	Talogy monitors changes to local law and will inform the data exporter of any changes that will impact the maintenance of an 'essentially equivalent level of data protection' for the personal data transferred. Talogy has a process in place to assess local laws.
Organizational	Talogy has a set of internal policies relating to requests from law enforcement agencies for access to personal data. Talogy provides a training program for all staff on procedures and processes for dealing with law enforcement agencies for requests to access personal data. Talogy has contracted appointed a Data Protection Officer who is consulted on all high risk transfers. Talogy has implemented data access and confidentiality policies which include regular review and audits.

ANNEX 3: Talogy Authorized Subprocessors

In providing the Services, Supplier engages those Subprocessors set out at https://www.talogy.com/en/legal/sub-processors/
Note that not all listed vendors are involved in every Supplier product or service. Customers must select the applicable product or service from the list to see relevant Subprocessors.