



CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is by and between Talentera Solutions FZ LLC ("Talentera") with principal offices at Twofour54 Building No. 6, 4th floor, 404A, Next to Rotana Complex, Khalifa Park Area, P.O. Box 77811, Abu Dhabi, United Arab Emirates, and **Razan Nedal Husein Zuaier** as **Associate Front End Engineer** ("Consultant") with address at Bushra, Irbid, Jordan, dated **April 07, 2021** ("Effective Date"), sets forth the terms and conditions under which Consultant will provide certain consulting services to Talentera.

1. SCOPE OF SERVICES

- 1.1. Consultant agrees to provide the professional consulting services ("Services") described on separately executed statements of work (the "Statement of Work") as may from time to time be issued hereunder.
- 1.2. Each Statement of Work shall define the specific Services authorized by Talentera, the schedule or term and the applicable rates and charges. All items prepared or required to be delivered under any Statement of Work are collectively referred to herein as the "Deliverables". Each Statement of Work shall be governed by the terms and conditions of this Agreement and in the event of any conflict between this Agreement and a Statement of Work, the provisions of the Statement of Work shall prevail.
- 1.3. Consultant understands and agrees that by executing this Agreement, Talentera is not committing or obligating itself to use the services of the Consultant and that no work or charges are or shall be authorized hereunder unless and until authorized in writing by a Statement of Work signed by both parties.
- 1.4. Consultant shall be free to provide the Services from any location provided that the consultant completes 8 working hours / 5 working days a week and Consultant is not obligated to perform Services at the office of Talentera or any other location. Talentera will provide no training hereunder. Consultant must provide its own equipment hereunder.

2. PRICE AND PAYMENT

- 2.1. Consultant will invoice Talentera monthly by the 30th of the month. All proper invoices which have been timely submitted shall be paid by Talentera no later than the 3rd of the following month.
- 2.2. Unless otherwise specified on a Statement of Work, Consultant shall be reimbursed for all reasonable out-of-pocket expenses, specifically authorized in writing by Talentera, incurred in performance of a given Statement of Work. Reimbursement of such expenses shall be subject to Talentera's then current expense reimbursement policy and Consultant shall provide invoices, receipts and other supporting documentation in writing, as Talentera shall reasonably request for such expenses. Under no circumstances shall reimbursement include travel expenses incurred by Consultant for travel to and from Talentera offices.

3. CONFIDENTIALITY

- 3.1. Consultant agrees to keep confidential all Deliverables and all technical, product, business, financial, and other information regarding the business and software programs of Talentera and/or Talentera's client (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods.
- 3.2. Consultant shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party. Consultant agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights and other intellectual property rights of Talentera and/or an Talentera client and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.
- 3.3. In no event shall Consultant (i) convert Talentera's proprietary software from a machine-readable form into a human-readable form; (ii) disassemble or decompile the software by using special software to translate machine-dependent object code back into an approximation of the original human-readable machine-independent source code; (iii) examine the machine-readable object code that controls the program's operation and by studying the software's behavior in response to a variety of inputs create an approximation of the original source code; or (iv) perform any other activity related to the software that

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could be construed to be reverse engineering. To the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

- 3.4. Upon request of Talentera or upon termination of this Agreement, Consultant shall immediately deliver to Talentera any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control.
- 3.5. Nothing in this Agreement shall be construed as conveying to Consultant any right, title or interests or copyright in or to any Confidential Information of Talentera; or to convey any license as to use, sell, exploit, copy or further develop any such Confidential Information. Talentera or its client shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.
- 3.6. In addition to the confidentiality obligations contained herein, Consultant agrees to the terms and conditions of the Data Processing Addendum executed on even date with this Agreement ("DPA"). The DPA is hereby incorporated by reference.

4. OWNERSHIP

- 4.1. Talentera shall own all right, title and interest relating to the Deliverables and any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with Services or any Confidential Information provided before or after the Effective Date (collectively, "Inventions"). Consultant will promptly disclose and provide all such Inventions to Talentera. All Inventions are "works made for hire" to the extent allowed by law.
- 4.2. In the event any Inventions or Deliverables are not deemed "works made for hire," Consultant hereby irrevocably grants, assigns and transfers all right, title and interest of any kind in the Inventions to Talentera. Consultant shall further assist Talentera to evidence, record and perfect such assignments, and to obtain, maintain, enforce, and defend any rights assigned. Consultant hereby waives any and all moral rights.
- 4.3. It is expressly agreed that notwithstanding any law to the contrary, the rights and obligations contained in this Section, (i) shall be perpetual and shall not be deemed for a fixed period of time; (ii) shall be granted worldwide and not be limited to the territory of origin; and (iii) shall not lapse or revert to the Consultant because of lack of use for any length of time.
- 4.4. If any part of the Services, Deliverables, or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant shall first obtain Talentera's prior written consent and Consultant hereby grants Talentera and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such technology and intellectual property rights as if Talentera were the owner thereof.
- 4.5. Nothing in this Agreement or any Statement of Work will be deemed to grant, by implication, estoppel or otherwise, (i) a license from Talentera to Consultant to make, use, license, or transfer in any way a Deliverable, Service, or any other Talentera product or service; or (ii) a license from Talentera to Consultant regarding any of Talentera's existing or future patents, copyrights or trade secrets. Consultant's obligations and covenants contained herein shall continue in effect after the termination of this Agreement with respect to all and any inventions, discoveries and improvements made, or conceived by it during the term of this Agreement.

- 5. **FACILITIES.** To the extent Consultant has access to or uses the facilities or computer resources of Talentera or Talentera's client, Consultant agrees to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct.
- 6. **RECORDS AND REPORTS.** Consultant shall maintain complete and accurate records of the work performed hereunder, the amounts invoiced and hours worked. Such records shall be in accordance with standard accounting practices and shall include, but not be limited to, time sheets and written receipts for reimbursable expenses.

7. WARRANTIES OF CONSULTANT

- 7.1.** Consultant warrants that all Deliverables shall be the original work product of Consultant and will not be based on, or derived from, the proprietary information or items of a third party and that none of the Deliverables will infringe, misappropriate or violate any copyrights, patents, trade secrets, or other proprietary rights of any person or entity (including, without limitation, Talentera). Consultant shall be solely responsible for ensuring that any materials provided hereunder for use by Talentera pursuant to this Agreement satisfy this requirement and Consultant agrees to hold Talentera harmless from all liability or loss, including debt or expense for attorney's fees to which Talentera is exposed on account of Consultant's failure to perform this duty. If Consultant's work requires a license, Consultant warrants that it has obtained that license and the license is in full force and effect.
- 7.2.** In connection with the Services to be provided and Consultant's obligations under this Agreement, Consultant warrants that it will comply at all times with all applicable anti-bribery, trade embargo and export control laws, rules and regulations. In connection with carrying out its obligations and performing the Services, Consultant warrants that it will not offer, promise or give, directly or indirectly, anything of value to any public official, including employees of public agencies or public companies, in order to obtain or retain business for itself or Talentera or to secure any improper advantage. In addition, Consultant warrants that it will not export or re-export (including any "deemed" export or re-export) any goods, software or technology (including without limitation, technical data), directly or indirectly, without first obtaining all written consents, permits, or authorizations and completing such formalities as may be required by any such laws, rules or regulations.
- 7.3.** Consultant represents and warrants that no Unauthorized Code will be transferred to Talentera through the Services or Deliverables. "Unauthorized Code" means any virus, Trojan horse, worm, spyware (such as, any program that tracks the computer's use in some manner, including downloaded files or usernames and passwords for websites or programs), adware (such as, any program that connects to the Internet and uses the computer to host advertisements and/or possibly transmit advertisements to other computers) or other code, script, or algorithm designed or used to disable, erase, alter, or otherwise harm any computer system, program, database, data, hardware or communications system, or to consume, use, allocate or disrupt any computer resources, in a manner which is malicious or intended to damage or inconvenience.

8. TERMINATION

- 8.1.** This Agreement or any Statement of Work hereunder may be terminated prior to expiration or completion in accordance with the following:
- 8.1.1.** By Consultant if Talentera files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.
- 8.1.2.** By either parties without cause on fifteen (15) days prior written notice.
- 8.1.3.** By either party in the event the other has failed to perform any obligation required to be performed under this Agreement or a Statement of Work and such failure is not corrected within thirty (30) days from receipt of written notice advising of such failure from the other party.

- 9. INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor and that it will perform under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to make Consultant an agent, employee or partner of Talentera. Consultant shall not be entitled to any of the fringe benefits of Talentera and shall have no authority to bind, commit, contract for, or otherwise obligate Talentera in any manner whatsoever. Furthermore, Consultant shall withhold and pay Social Security, income taxes, and other employment taxes on behalf of itself.

- 10. LIMITATION OF LIABILITY.** IN NO EVENT SHALL Talentera BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT Talentera HAS PAID UNDER THE STATEMENT OF WORK WHICH GAVE RISE TO THE CAUSE OF ACTION AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.



11. NONSOLICITATION AND NONCOMPETE

1.1. During the term this Agreement is in effect and for a period of two (2) years thereafter, Consultant agrees not to directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation or business entity of any type, solicit or in any way encourage any current employee or consultant of Talentera or any Talentera affiliate to terminate his or her employment relationship or consulting relationship with Talentera or any Talentera affiliate, or work with any other direct competitor of Talentera which the specified employees or consultants joined or founded. Competitors include, but are not limited to the following job sites (or their subsidiaries or holding companies) operating in the United Arab Emirates: akhtaboot.com, ZenHR, monstergulf.com, gulftalent.com, naukrigulf.com, linkedin.com, mihnati.com, Bloovo.com, rekrute.com, careerslb.com, hirelebanese.com, jobs.com.lb, jobzella.com, careermid-east.com, wuzzuf.com, nabbesh.com, rozee.pk, dubizzle.com, zaynjobs.com, opensooq.com, Indeed, babsaudi.com, gigajob.com, GNcareers.com, bayrozgar.com, arabrec.com, internsme.com, and forasna.com. This clause will be applicable to all those, whose employment or consulting agreement has been terminated for less than six (6) months.

11.1. Consultant acknowledges that Talentera has spent significant time, effort, and money to develop Confidential Information, which Talentera considers vital to its business and goodwill. Consultant also acknowledges that Confidential Information and other valuable and unique benefits may be communicated to or acquired by Consultant in the course of Consultant's relationship with Talentera (whether before or after the date of this Agreement), and Talentera desires to have Consultant's services only if, in doing so, it can protect its Confidential Information and goodwill. In the event Talentera provides Confidential Information and/or such specialized, confidential training to Consultant and in recognition of the value of such Confidential Information and training to Talentera, during Consultant's relationship with Talentera and for a period of twenty-four (24) months following termination of Consultant's relationship with Talentera or any Talentera affiliate, on Consultant's own behalf or as a partner, officer, director, employee, agent, consultant or stockholder, Consultant agrees that Consultant may work in any geographic region; however Consultant will:

11.1.1. Not call on, solicit, attempt to call on, solicit, or take away, or assist any third party to call on, solicit, or take away any of the customers of Talentera or any Talentera affiliate on whom Consultant called or with whom Consultant became acquainted or had any contact with during the term of Consultant's relationship with Talentera or any Talentera affiliate; and

11.1.2. Not engage in any activity using individual consultants that provided Services hereunder, including consulting, employment, or other provision of services, for a competitor of Talentera or any Talentera affiliate which, by reason of the nature and responsibilities of such activity or employment, could result in a violation of the terms and conditions of this Agreement. Specifically, but without unnecessarily limiting the foregoing Consultant shall not directly or indirectly engage in competition with Talentera or any Talentera affiliate by: (i) providing services to or for a competitor of Talentera or any Talentera affiliate which are substantially similar to those provided hereunder; or (ii) providing services which pertain to the use, support, implementation, or training of Talentera's products or services or have any other involvement with Talentera's products or services.

11.1.3. Not at any time for itself or on behalf of any other person, firm, partnership or company (i) design, develop, or assist in the design or development of any products or services competitive to the products or services of Talentera ("Competitive Products"); (ii) directly or indirectly engage in or enter in the engagement of or act as an agent or broker for any Competitive Products of or as an advisor or consultant to any person, firm, partnership or company engaged in or about to become engaged in the distribution or sale of any or all of the Competitive Products; (iii) sell, offer for sale, or solicit the sale of any or all of the Competitive Products to any person, firm, partnership or company, whose identity as a purchaser or potential purchaser of the Competitive Products was learned, or about whom such information was obtained by Company in consequence of its engagement by Talentera; (iv) divulge the identity of, or information about any such purchaser or potential purchaser of the Competitive Products which it learned in consequence of its engagement by Talentera for the purpose of, or with the foreseeable consequence that such purchaser or potential purchaser will be solicited to purchase the Competitive Products from competitors of Talentera; or (v) providing services which pertain to the use, support,



implementation, or training of Talentera's products or services or have any other involvement with Talentera's products or services.

11.2. The covenants contained in this Section shall be deemed to be a series of separate covenants, one for each county or parish in each city of the United Arab Emirates and one for each country and political subdivision of the world. Except for geographic coverage, each such separate covenant shall be identical in terms of the covenants contained herein. If, in any judicial proceeding, the court shall refuse to enforce any of the separate covenants contained in the preceding Sections because the time limit is too long or because they are more extensive than necessary to protect the business and goodwill of Talentera, it is understood and agreed between the parties hereto that for purposes of such proceeding such time limitation and areas of enforcement shall be reformed to the extent necessary to permit enforcement of such covenants.

11.3. Unless otherwise agreed by Talentera in writing, Consultant shall not perform any work that would utilize Talentera Confidential Information, technology that infringes Talentera intellectual property, or would involve an inevitable disclosure of Talentera trade secrets and/or Talentera Confidential Information.

12. GENERAL TERMS AND CONDITIONS

12.1. This Agreement and its Statements of Work and the DPA constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto. Any signed copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.

12.2. Consultant shall not assign or transfer this Agreement or any Statement of Work or subcontract any work required to be performed by it without the prior written consent of Talentera. Any attempt to assign or transfer this Agreement by Consultant shall be void.

12.3. The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

12.4. Consultant agrees to comply with all applicable laws, including United Arab Emirates' import/export laws, regulations, and ordinances relating to its performance under this Agreement.

12.5. The provisions set forth in Sections 3, 4, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall survive termination or expiration of this Agreement and any applicable Statement of Work hereunder.

12.6. Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof.

12.7. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

12.8. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

12.9. Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the business email address as created by Talentera.

12.10. This Agreement shall be governed and interpreted by the internal laws of the United Arab Emirates, without regard to the conflicts of law provisions thereof. Any action or suit related to this Agreement shall be brought in DIFC Courts, United Arab Emirates and each party hereby submits to the exclusive jurisdiction of such courts.



- 12.11.** Consultant agrees to comply with all applicable laws, regulations and ordinances relating to the performance under this Agreement. Consultant shall comply with all then-current export and import laws and regulations of the United Arab Emirates and such other governments as are applicable performing Services hereunder. Consultant hereby certifies that it will not directly or indirectly export, re-export, transship, or transmit the Confidential Information, or any portion thereof, or related information, media, or products in violation of the United Arab Emirates laws and regulations.

The parties hereto agree to the foregoing as evidenced by their signatures below.

Talentera Solutions FZ LLC

CONSULTANT

By:

Signature: 

Name: **Rabea Ataya**

Name: **Razan Nedal Husein Zuaiter**

Title: Owner, Talentera Solutions FZ LLC

Date: 8/4/2021

Date:

Talentera Solutions FZ LLC

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STATEMENT OF WORK #1

This Statement of Work is entered into pursuant to the terms of the Consultant Agreement between Talentera Solutions FZ LLC, ("Talentera") and **Razan Nedal Husein Zuaite** ("Consultant") dated **April 07, 2021** ("Agreement"). The term of this Statement of Work is on **Open Terms** commencing from **April 07, 2021** and ends as described in the Agreement.

Talentera and Consultant agree as follows:

1. General Overview

Consultant shall provide Talentera and its affiliates with the following consulting services:

- Work with Product Manager and Web Designers to implement flexible, maintainable, reusable and professional UI components,
- Convert screen shot provided by Designers to XHTML valid and Tableless CSS-based layouts,
- Manage and create site-wide templates and reusable UI components,
- Identify and address front-end performance issues,
- Define and communicate best practices for front-end engineering,
- Code primarily in TCL, JavaScript, HTML & CSS as per our standards,
- Support software engineers with UI related issues,
- Deliver unmistakable User Interface that achieves cross browser compatibility,
- Evaluate UI and JavaScript libraries,
- Stay abreast with the latest front-end technologies and techniques,
- Apply SEO best practices.

2. Professional Services Fees

Consultant's fees will be calculated on a time and materials basis. Consultant's professional services provided under this Statement of Work shall be billed at **JOD 628/- (Jordanian Dinar Six Hundred Twenty Eight Only) per month**, prorated for partial periods and to be adjusted to **JOD 678/- (Jordanian Dinar Six Hundred Seventy Eight Only) per month** upon successful completion of 3 months.

3. Payment

Consultant shall invoice Talentera for all professional service fees and expenses in accordance with the Agreement.

The foregoing is agreed to by:

Talentera Solutions FZ LLC

CONSULTANT

By:

Signature: 

Name: **Rabea Ataya**

Name: **Razan Nedal Husein Zuaite**

Title: Owner, Talentera Solutions FZ LLC

Date: 8/4/2021

Date:

Talentera Solutions FZ LLC

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DATA PROCESSING ADDENDUM

This Data Processing Addendum is an agreement between **Razan Nedal Husein Zuaiter** ("Consultant") and Talentera Solutions FZ LLC ("Customer") effective on the date of the last signature below, and supplementing the terms of the Consultant Agreement ("Principal Agreement").

Consultant has agreed to provide Services on behalf of the Customer which may involve Personal Data governed by Applicable Laws as part of the Services provided by the Principal Agreement. Any Processing of Customer Personal Data by Consultant is governed by this Data Processing Addendum.

1. Definitions

1.1. In this Data Processing Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1. "Applicable Laws" means (a) European Union or Member State laws with respect to any Customer Personal Data of which Customer or Consultant is subject to, including EU Data Protection Laws; (b) any other applicable Data Protection Laws with respect to Customer Personal Data, including CCPA; and (c) any other applicable laws;

1.1.2. "CCPA" means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended.

1.1.3. "Customer" means the signatory to the Principal Agreement, as well as an entity that it owns or controls, is owned or controlled by or is under common control or ownership with it, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.4. "Customer Personal Data" means any Personal Data of Customer in any form, whether its employees, clients or others;

1.1.5. "Contracted Processor" means Consultant or a Subprocessor;

1.1.6. "Data Processing Agreements" means, individually and collectively, the agreement or agreements for Processing entered into between a Contracted Processor and Subprocessor that subjects the Subprocessor to terms substantially similar to, but not less restrictive than, the obligations imposed by Customer on Consultant under this Data Processing Addendum;

1.1.7. "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country, such as the CCPA;

1.1.8. "Data Subject" shall be as defined in GDPR. For clarity, this term shall include a consumer under the CCPA and other similar terms for individuals as applicable under Data Protection Laws.

1.1.9. "Delete" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed;

1.1.10. "EEA" means the European Economic Area;

1.1.11. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.12. "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.13. "Personal Data" shall be as defined in GDPR. For clarity, this term shall include personal information under the CCPA, and other similar terms as applicable under Data Protection Laws;

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- 1.1.14. "Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed;
 - 1.1.15. "Restricted Transfer" means a transfer of Customer Personal Data to a Contracted Processor; or an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses;
 - 1.1.16. "Sale" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Customer Personal Data by Consultant or a Contracted Processor to another for monetary or other valuable consideration;
 - 1.1.17. "Services" means the services and other activities to be supplied to or carried out by or on behalf of Consultant for Customer pursuant to the Principal Agreement;
 - 1.1.18. "Standard Contractual Clauses" means the contractual clauses set out in European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors and for reference are available at this link: http://ec.europa.eu/justice/data-protection/internationaltransfers/files/clauses_for_personal_data_transfer_processors_c2010-593.doc; and
 - 1.1.19. "Subprocessor" means any third-party entity (excluding an employee) engaged by Consultant or another Contracted Processor to Process Customer Personal Data in connection with the Principal Agreement, or otherwise is provided access to Customer Personal Data by a Contracted Processor.
- 1.2. The terms, "Commission", "Controller", "Member State", "Processing" and "Supervisory Authority" shall have the same definitions as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

- 2.1. Consultant will process Customer Personal Data only in accordance with documented instructions from Customer. Consultant will notify Customer promptly if, in Consultant's opinion, an instruction for Processing of Customer Personal Data may violate Data Protection Laws, and shall thereafter not carry out such instruction for Processing of Customer Personal Data if it may reasonably be construed as violating Data Protection Laws after consultation with Customer. If Applicable Laws require Consultant to process Customer Personal Data in a manner not set forth in Customer's documented instructions, Consultant shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.
- 2.2. Customer instructs Contracted Processors to:
 - 2.2.1. not Process Customer Personal Data other than in accordance with its documented instructions unless required by Applicable Laws to which a Contracted Processor is subject, in which case the Contracted Processor may engage in the required Processing after informing the Customer of that legal requirement;
 - 2.2.2. Process Customer Personal Data in accordance with this Data Processing Addendum, the Principal Agreement, as necessary to maintain or provide the Services, and other documented instructions provided by Customer after the entry into force of this Data Processing Addendum, as well as any documented instructions of a Contracted Processor to a Subprocessor;
 - 2.2.3. transfer Customer Personal Data to any country or territory, as necessary for the provision of the Services and consistent with the Principal Agreement and this Data Processing Addendum.
- 2.3. In no event shall Contracted Processors:
 - 2.3.1. engage in a sale of Customer Personal Data;

- 2.3.2. retain, use, or disclose Customer Personal Data for any purpose other than for the specific purpose of performing the Services in the Principal Agreement or as otherwise permitted by the CCPA, including retaining, using, or disclosing the Customer Personal Data for a commercial purpose other than providing the Services specified in the Principal Agreement; and
 - 2.3.3. retain, use or disclose Customer Personal Data outside of the direct business relationship between Consultant and Customer.
 - 2.4. Consultant shall comply with all Data Protection Laws and shall not act in any manner to cause Customer to violate the Data Protection Laws. Consultant represents and warrants that it has and will maintain adequate measures and processes to comply with the obligations of Data Protection Laws and this Data Processing Addendum.
 - 2.5. Consultant certifies that it understands the requirements of the CCPA and will comply with them as applicable.
 - 3. **Confidentiality:** Consultant shall not access, use or disclose any Customer Personal Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a government body (such as a subpoena or court order). Consultant shall limit access to the Customer Personal Data to only those individuals who need to know or access the Customer Personal Data as necessary to execute Customer's documented instructions. Consultant shall ensure that any employee, agent, or contractor required to access the Customer Personal Data is subject to a binding duty of confidentiality with respect to the Customer Personal Data.
 - 4. **Security:** Consultant shall maintain appropriate technical and organizational measures to ensure a level of security against unauthorized or unlawful Processing and against accidental loss, destruction, damage, theft, alternation or disclosure concerning the Customer Personal Data that meets industry standard practices and the requirements of Applicable Laws.
 - 5. **Data Subject Rights**
 - 5.1. Consultant shall assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of responses to requests to exercise Data Subject rights under the Data Protection Laws.
 - 5.2. Consultant shall promptly notify Customer if it receives a request concerning Customer Personal Data from a Data Subject under any Data Protection Law. Consultant shall not respond or engage in Processing with respect to the request unless (a) instructed by Customer or (b) required by Applicable Laws, in which case Consultant will notify Customer in advance of any response or Processing.
 - 6. **Personal Data Breach or Security Incident**
 - 6.1. Notification. Consultant shall notify Customer immediately, but in no event later than four (4) hours, upon Consultant becoming aware of either a Personal Data Breach involving Customer Personal Data or any evidence suggesting a security incident related in any way to Consultant's Processing or Services for Customer.
 - 6.2. Cooperation. Consultant shall cooperate with Customer and take all steps to investigate, mitigate and remediate any security incident or Personal Data Breach. Consultant shall provide information relating to the Personal Data Breach or security incident to Customer as it becomes known or as is reasonably requested by Customer. Consultant shall not notify or disclose any individual or government entity of a Personal Data Breach or security incident without Customer's express written consent.
 - 7. **Data Protection Impact Assessment and Prior Consultation.** Consultant shall provide reasonable assistance to Customer with any data protection impact assessments or prior consultations relating to the Processing of Customer Personal Data, or other obligations required by Applicable Laws.

8. Restricted Transfers

- 8.1.** Consultant shall not transfer Customer Personal Data except as necessary to provide the Services according to Customer's documented instructions, or as necessary to comply with the law or binding order of a government body.
- 8.2.** Application of Standard Contractual Clauses. The Standard Contractual Clauses shall apply to Restricted Transfers from the EEA, Switzerland or the United Kingdom to any country not recognized as providing an adequate level of protection for personal data, or subsequent onward transfers. Customer and Consultant agree to the Standard Contractual Clauses (without optional clauses) for transfer between a controller and processor, which shall apply to Personal Data provided either directly or via onward transfer to any country or recipient not recognized as providing an adequate level of protection for Personal Data, or not covered by a suitable framework such as the EU-US Privacy Shield. Each party's signature to the Agreement containing this Data Processing Addendum, or this Data Processing Addendum as applicable, shall be considered a signature to the Standard Contractual Clauses. The Appendix 1 and Appendix 2 attached hereto shall serve as the Appendix 1 and Appendix 2 to the Standard Contractual Clauses.
- 8.3.** Privacy Shield. If either Customer or Consultant is a participant in the EU-US Privacy Shield or Swiss-US Privacy Shield, Consultant shall comply with the terms of the Privacy Shield for any applicable transfers or onward transfers.

9. Return or Deletion of Customer Personal Data

- 9.1.** Following the date of cessation of Services involving the Processing of Customer Personal Data (the "Cessation Date"), or at any other point prior upon written notice by Customer, Consultant shall within thirty (30) days, except insofar as Applicable Laws require Consultant to retain such Customer Personal Data, Delete or return, at Customer's instruction, all copies of Customer Personal Data within its possession or control. Consultant shall provide written certification to Customer that Consultant has complied within 30 days of the request.
- 9.2.** Consultant shall retain and Process Customer Personal Data after the Cessation Date only to the extent and for such period as required by this section and the Applicable Laws, and for no other purpose.
- 9.3.** The obligations of this Section 9 shall survive the termination of the Principal Agreement.

10. General Terms

- 10.1.** Governing Law and Jurisdiction. Consultant and Customer hereby agree (a) to the choice of jurisdiction stipulated in the Principal Agreement, if any, with respect to any disputes or claims howsoever arising under this Data Processing Addendum; and (b) this Data Processing Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or state, if any, stipulated in the Principal Agreement, without regard to its conflict of law principles.
- 10.2.** Order of Precedence. In the event of any conflict or inconsistency between this Data Processing Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall control. This Data Processing Addendum is subject to the terms of the Principal Agreement, provided that, in the event of any conflict or inconsistency between this Data Processing Addendum and the Principal Agreement, the Data Processing Addendum shall control.
- 10.3.** Changes. Customer may within thirty (30) days' written notice to Consultant make any reasonable variations to the Standard Contractual Clauses or the Data Processing Addendum necessary to (a) allow Restricted Transfers to be made (or continue to be made) without breach of a particular Data Protection Law; or (b) which are reasonably necessary to address the requirements of any Data Protection Law.
- 10.4.** Severance. Should any provision of this Data Processing Addendum be invalid or unenforceable, then the remainder of this Data Processing Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.



IN WITNESS WHEREOF, this Data Processing Addendum is entered into and becomes a binding part of the Principal Agreement with effect.

[Customer]

Signature _____

Name _____

Title _____

Date Signed _____

[Consultant]

Signature Rafan Zuaiter

Name Razan Nedal Zuaiter

Title Associate Front End Engineer.

Date Signed 8/4/2021

Talentera Solutions FZ LLC

P.O. Box 769855, Abu Dhabi, United Arab Emirates
Tel. No.: +971 2 408 9111 Fax No.: +971 2 631 4269



APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data Exporter:

The data exporter is the entity identified as Customer in the Data Processing Addendum.

Data Importer:

The data importer is Consultant, offering services to the Customer pursuant to the Principal Agreement.

Data Subjects

The personal data transferred concern the following categories of data subjects (please specify):

As directed by the Data Exporter.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Standard categories of data.

Special categories of data (if appropriate)

None.

Processing Operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The Personal Data is processed for the purpose of providing the Services.

Signatures: See signature page



APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer shall be as agreed in the Data Processing Addendum.