

SHL Terms and Conditions Provided by Talevation

These SHL Terms and Conditions (the “**Terms**”) govern the license and use of SHL Products and Services that are sold through Talevation. These Terms, including the [SHL Products and Services](#), together with any Order, constitute the valid, complete and binding contract between Company and SHL (the “**Agreement**”). If there is any conflict between the Terms and Order, the Order shall prevail for the Products and Services in that Order. All capitalized terms are defined in the Definitions section below.

1. Purchase and Fees

1.1 Order. The Terms govern each Order, unless otherwise agreed in writing. Each Order will contain: (i) the Products and Services purchased by Company; (ii) the Fees and payment schedule; (iii) the Order Term; and (iv) any other transaction-specific terms and conditions. An Order is binding upon the earliest to occur of the date: (a) Company is provided access to and uses the Products and/or Services; (b) Talevation issues a written acknowledgment to Company; or (c) the Order is signed by the parties. Products and Services are deemed accepted upon delivery unless otherwise stated in the Order. For certain Products and/or Services, electronic or phone purchases may be agreed between the parties and will be deemed to be Orders and subject to these Terms. Talevation may offer Company the opportunity to trial new Products or Services (“**Try and Buy Product**”). These Terms will apply to any trial of Try and Buy Products, regardless of any master agreement in place with the Company. In the event Company proceeds to purchase a Try and Buy Product, the relevant terms in place with Company will apply.

1.2 Fees. Company shall pay all Fees as specified in the Order. Unless otherwise stated in the Order: (i) Fees are quoted and payable in United States Dollars; (ii) Fees are based on Products and Services purchased and not actual usage; (iii) except for Company’s termination for cause defined below, all Products and Services are non-cancellable and Fees are non-refundable; and (iv) professional services Fees do not include travel and related expenses and will be charged to Company at cost.

1.3 Invoicing. Fees are payable by Company within Terms Stated on the Quote/Invoice. Late payments may result in the withholding or suspension of Products and/or Services.

1.4 Taxes. Fees are exclusive of applicable taxes. Company shall pay all sales, use, duties, and other taxes including, without limitation that are lawfully imposed (and for which no exemption is available). Upon request, each party shall provide reasonable support and shall execute and deliver any documents that the other party deems necessary or desirable in connection with any exemption or reduction of, or the contestation of or the defense against, any taxes.

2. Ownership and Intellectual Property

2.1 Company Property. Company shall retain exclusive ownership of all rights, title and interest in and to all Company Property.

2.2 Products and/or Services Licenses. Upon full payment of Fees, SHL grants Company: (i) ownership of any Output, which Company may download, copy, distribute, modify and create derivative works of, subject to SHL Group retaining ownership of all underlying SHL Intellectual Property Rights in the Output; (ii) a non-exclusive, non-transferrable, perpetual license to use the SHL Property contained in the Output; and (iii) a non-transferable, non-exclusive license for the Order Term to use the Products and Services in the Territory solely for Company's internal purposes. SHL reserves all rights not expressly granted hereunder.

2.3. SHL Property. Company will not at any time: (i) challenge SHL Group's rights, title and interests in and to the SHL Property or the validity of any SHL Intellectual Property Rights; (ii) take any action or engage in any inaction which would impair or tend to impair the SHL Group Property; or (iii) directly or indirectly develop or assist in developing competing products or services to SHL's.

2.4 Research Data and Benchmarking. Notwithstanding anything in the Agreement to the contrary, Company authorizes SHL Group to use Company Property for purposes of assessment validation, research and development and creating or updating Benchmarks (collectively "**Research Data**"). SHL Group will only use, aggregate and present Research Data and Benchmarks in an anonymous form that does not include (directly or by inference) any information identifying Company or any individual as the source of such data. SHL Group are bound by ethical guidelines and data protection laws in the use of all data. Access to Research Data will be restricted to only individuals directly involved in research and/or development supporting or related to SHL products and/or services.

"**Benchmarks**" mean aggregated data received, collected, analyzed, and maintained by SHL Group to improve its Products and/or Services. Benchmarks may be derived from public information, Assessment responses, survey data and best practices information that SHL Group receive from their clients. Benchmarks are always presented in an aggregated and anonymized form that does not identify a particular individual or company.

3. Data Protection

3.1 Compliance. Both parties shall at all times comply with all applicable laws and regulations and this Agreement related to the collection, processing, use and storage of Personal Data.

3.2 Data Transfer. Company agrees that SHL Group may transfer Personal Data outside the European Economic Area ("**EEA**") to SHL Group facilities or to Third Parties in order to provide Company with the Products or Services. This may include processing Personal Data in countries with data protection laws that do not provide the same level of protection as those in the EEA. SHL Group have entered into an Intragroup Agreement which includes the EU Model Contract Clauses ("**Model Clauses**") for the processing of Personal Data outside the EEA. At Company's request, SHL and relevant Affiliates will enter into Model Clauses as agent on behalf of Company for transferring Personal Data outside the EEA. SHL Group will take appropriate steps to protect Personal Data in accordance with these Terms and all data protection laws applicable to it as the Data Processor.

3.3 Data Processing. Company is the Data Controller of Personal Data. SHL or its Affiliates shall act as the Data Processor with respect to the Personal Data. As Data Processor, SHL shall: (i) process Personal Data in accordance with Company's reasonable instructions or otherwise as permitted under these Terms; and (ii) implement appropriate administrative,

technical, and physical security controls to protect Personal Data from unauthorized access, use, or disclosure, unauthorized modification, or unlawful destruction or accidental loss. SHL Group shall cooperate with any Company request for Personal Data provided by or through Company to SHL Group, provided that such request does not violate the agreed data protection terms.

3.4 Third Parties. SHL Group may disclose Personal Data to Third Parties only if an SHL Group company: (i) is party to a merger, acquisition or divestiture; (ii) contracts with a Third Party to provide certain services on behalf of an SHL Group company; or (iii) is required to disclose Personal Data to comply with any legal obligation. Under (i) and (ii) above, SHL or its applicable Affiliate shall contractually require such Third Party to provide the same level of protection for Personal Data required under these Terms and any applicable data protection laws.

3.5 Data Breach. SHL shall: (i) notify Company of any unauthorized access to or misuse of Personal Data (a "**Data Breach**") within 48 hours after discovery of the Data Breach; and (ii) not notify any Third Parties of the involvement of Company's Personal Data in the Data Breach without Company's prior permission, not to be unreasonably withheld. SHL shall immediately investigate and take appropriate remedial actions to mitigate the effects of the Data Breach in accordance with applicable laws, regulations and industry standards. Upon request, SHL shall provide Company with a summary report of its investigation and remediation activities.

4. Indemnification

4.1 SHL will indemnify and defend Company, its officers, directors, and employees (each, an "**Indemnified Party**") from and against any and all loss, damage, and expense, including reasonable legal fees and expenses, incurred by the Indemnified Party directly and proximately arising from any third party claim, demand, action or proceeding ("**Claim**"), that the SHL Property under an Order directly infringes any third-party Intellectual Property Rights. Indemnification is subject to the Indemnified Party: (i) providing SHL prompt written notice of any Claim; (ii) cooperating with SHL's reasonable request for information or assistance; (iii) granting SHL control of the defense and settlement of the Claim (provided that SHL will not settle a Claim in a manner that imposes any obligation on Company without Company's prior written approval); and (iv) not settling or making any offer to settle the Claim or make any admission of guilt or fault without SHL's prior written approval.

4.2 SHL's indemnification obligation shall not apply to: (i) Company's misuse of SHL Property; (ii) Company's use of SHL Property in combination with any product or information not provided by SHL Group; or (iii) Company's use of SHL Property in a manner not contemplated by the Agreement, in each case, whether or not with SHL's or its Affiliates' consent. The provisions of this section shall also apply to Company's Affiliates.

4.3 If any SHL Property becomes or is reasonably likely to become the subject of a Claim then SHL, at its discretion, will: (i) obtain the right to continue using the affected SHL Property or replace or modify it so it becomes non-infringing; or (ii) terminate the applicable Order by written notice to Company and Company will cease use of SHL Property and SHL will provide a pro-rated refund of the Fees paid to SHL under the affected Order.

4.4 This section constitutes a party's sole and exclusive remedy in connection with any Claim alleging infringement of any Intellectual Property Rights.

5. Limitations of Liability

5.1 Neither party shall be liable for any of the following losses or damages (whether or not foreseen, direct, indirect, foreseeable, known or otherwise): (i) loss of profits, whether actual or anticipated; (ii) loss of revenue; (iii) loss of contracts; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; or (viii) any indirect, special or consequential loss or damage.

5.2 SHL's total aggregate liability arising out of or in connection with the performance or contemplated performance under the applicable Order (whether for tort (including negligence), breach of contract, breach of statutory duty or otherwise) shall in no event exceed the price paid or payable by Company to SHL or its Affiliates under such Order within the 12 month period preceding the event giving rise to Company's claim.

5.3 Nothing contained in the Agreement shall exclude or limit either party's liability for: (i) death or personal injury caused by its or its Affiliate's negligence; (ii) fraud or fraudulent misrepresentation; (iii) any infringement or misappropriation of either party's or a third party's Intellectual Property Rights; or (iv) any other matter for which it would be prohibited by applicable law to limit or exclude or attempt to limit or exclude liability. In all such cases a party's liability shall be limited to the greatest extent allowed by applicable law.

6. Confidential Information

"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 (the **"Receiving Party"**) orally or in writing that is identified as confidential or proprietary at the time of disclosure or that should reasonably be assumed to be confidential or proprietary by its nature, including, but not limited to: business information; pricing; policies; information concerning employees, customers, vendors; research; development; know-how; designs; opportunities; and methods and procedures.

6.1 Receiving Party will: (i) only use or disclose Confidential Information as allowed under this Agreement; (ii) only disclose Confidential Information to its directors, officers, and employees with a need to know such information and who are under a duty of confidentiality; (iii) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; and (iv) maintain the Confidential Information using at least the same degree of care it uses for its own proprietary and confidential information. SHL may disclose Confidential Information to its Affiliates, Third Parties or subcontractors as necessary to provide Products and Services to Company, provided that such Third Parties are bound by confidentiality obligations at least as restrictive as those herein. The Disclosing Party does not make any representations or warranties, express or implied, as to the accuracy or completeness of any Confidential Information.

6.2 Each party's confidentiality obligations shall continue in force and survive the termination or expiration of the Order Term for a period of three (3) years. Confidentiality obligations for any Confidential Information subject to trade secret protection will continue indefinitely.

6.3 Confidential Information excludes information: (i) known by the Receiving Party prior to disclosure; (ii) made publicly available other than as a result of disclosure by the Receiving Party in breach of these Terms; (iii) disclosed to the Receiving Party on a non-confidential basis from a third party the Receiving Party reasonably believes is not prohibited from

disclosing such information; (iv) developed by the Receiving Party independently; or (v) required to be disclosed by law, regulation or court order provided that, the Receiving Party: (a) if permitted, gives prompt notice to the Disclosing Party so it may contest such order; and (b) only discloses the minimum amount of Confidential Information necessary to comply with such order.

7. Termination

7.1 General. Except for termination for cause below, or as otherwise stated in an Order, Company may not terminate the Order and any Fees paid or payable by Company are non-refundable and non-cancellable.

7.2 Termination for Cause. Either party may terminate an Order for cause if the other party: (a) becomes or is likely to become insolvent or enters into administration or bankruptcy; or (b) materially breaches any provision of the Agreement (including Company's failure to timely pay undisputed Fees in full) and: (i) the breach is not capable of cure; or (ii) if capable of being cured, the breach is not cured within thirty (30) days after the breaching party's receipt of notice of breach stating the specific nature of the breach. Such termination will be without prejudice to any rights or remedies either party may have accrued up to the termination date.

7.3 Effect of Termination. Except as otherwise provided in the Agreement, upon expiration of the applicable Order Term, or termination of an Order, or portion thereof: (i) all licenses granted by SHL under the Order or these Terms shall immediately terminate; and (ii) Company shall immediately cease use of the applicable Products and/or Services under the applicable Order. SHL reserves the right to charge Company for any continued use of Products or Services after expiration or termination of an Order.

8. Consulting Services

8.1 Company may purchase Services on a stand-alone basis or together with a Product. Consulting Services Fees may be based on estimated "work days", defined as being a maximum of 8 hours during normal working hours for the location where the Services are performed. Product delivery and Service performance dates in an Order are estimates only and subject to Company's timely completion of its obligations and reasonable assistance to facilitate Service delivery, including, but not limited to, provision of necessary information, personnel and documentation approval. Company's failure to meet its obligations in a timely manner will be at Company's expense and subsequent delivery or performance dates will be adjusted proportionate to the delay. SHL will not be liable if it is not able to deliver the Products or Services due to Company's non-performance. SHL will provide notice of any Company non-performance that materially prevents SHL from performing its obligations, and if not cured within a reasonable time, SHL will be deemed to have delivered the Products or Services in full.

8.2 SHL may incur costs if Company fails to meet its obligations or timelines in an Order or wishes to cancel or postpone Product or Services delivery dates. Fees for cancellation of Services are: (i) 100% of the agreed Fees if cancelled after the Services commence or with less than one week's notice; (ii) 50% if cancelled with less than two weeks' notice; and (iii) 25% with less than three weeks' notice. The parties may enter a change request to modify or

amend an Order and agree on any additional charges.

9. WARRANTIES

9.1 SHL Warranties. SHL represents and warrants that: (i) the Products will materially conform to SHL's standard specifications describing such Products; and (ii) SHL will perform the Services in good faith with reasonable care and skill in accordance with good industry practice and in a professional manner. During the Order Term, if Company reasonably demonstrates that the Products and/or the Services are in breach of the foregoing warranties, SHL will: (a) repair or make good such defect at no charge to Company; (b) replace such Products and/or re-perform such Services; or (c) issue a credit to Company for a pro-rata portion of the Fees paid for the affected Products and/or Services as appropriate.

9.2 Guidance. Products and Services guide Company as to the suitability and aptitude of Candidates as part of an overall recruitment or development process. The Output represents SHL's professional opinions based on information provided to SHL by, or on behalf of Company, its agents and Candidates, together with any applicable assessment responses.

The Output must not be relied upon as statements of fact or as the sole basis for any employment related decisions. SHL does not recruit or select candidates and is not operating as a recruitment agency. SHL is not responsible for the acts or omissions of the Company, including but not limited to: (i) Company's selection or modification of Assessments without SHL's specific written recommendation; and/or (ii) Company's use of Assessments, interpretation of the Output or resulting decisions. Company is not entitled to receive any raw data, including item-level responses, collected as part of the Products or Services. Company agrees that compliance with any applicable employment or applicant records retention requirement, or any applicable governmental authority or regulatory body of any country is Company's responsibility.

9.3 Company Warranties. Company represents and warrants that it: (i) owns or has the right to provide to SHL all Company Property; (ii) will not copy, reproduce, modify or adapt, translate, disassemble or, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products and/or Services in any form or media or by any means, except as permitted under the Agreement; (iii) will not cause confusion, deception or false associations with products and/or services that are not Products and/or Services including without limitation preparing materials that are identical with, or confusingly similar to SHL Property; and (d) will use the Products and Services in compliance with all applicable laws, regulations, procedures and guidelines.

9.4 DISCLAIMER OF WARRANTIES. SHL GROUP PROVIDES THE PRODUCTS, SERVICES AND SHL PROPERTY "**AS IS**" AND DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHL GROUP DOES NOT WARRANT OR GUARANTY THAT COMPANY WILL REALIZE ANY RESULTS THROUGH THE USE OF THE PRODUCTS OR SERVICES. THIS DISCLAIMER IS INTEGRAL TO ESTABLISHING PRICING AND IS AN ESSENTIAL PART OF THESE TERMS. FOR SHL ONLINE SERVICES, SHL DOES NOT WARRANT OR GUARANTY COMPANY'S USE OF SUCH SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, TECHNICAL INACCURACIES, VIRUSES OR OTHER HARMFUL CODE.

10. General

10.1 Marketing. Company permits SHL Group to use Company's name and logo for their internal and external customer lists and other marketing materials. If Company expressly discloses Company Property to SHL for inclusion in marketing materials, for joint development of a case study or other research, SHL Group may attribute such information with Company's name and logo. SHL may use Company's plain text name as required in any public reporting or regulatory documents.

10.2 Compliance with Laws. Each party will comply with all applicable laws of the countries where it operates, including all securities, anti-corruption, and anti-bribery laws (including the US Foreign Corrupt Practices Act and the UK Bribery Act). SHL Group is subject to US sanctions laws. The Products and Services may not be sold or licensed to any "Restricted Party" meaning a party on the U.S. Department of the Treasury Specially Designated Nationals List (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <http://www.bis.doc.gov/index.php/the-denied-persons-list>) or in US sanctioned countries (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>), currently Cuba, Iran, North Korea, Sudan, and Syria. Company (i) will not use, transfer or provide access to the Products and Services to or for the benefit of: (a) any Restricted Party, or (b) any individual or entity from a US sanctioned country; and (ii) is not directly or indirectly owned or controlled by, owning, controlling or named as a Restricted Party. Any breach of this section is a material breach of the Agreement for which there is no cure period.

10.3 Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Delaware, excluding its choice of law principles, and the parties agree to submit to jurisdiction of courts located in the State of Delaware to resolve disputes.

10.4 Miscellaneous. Each party agrees that a breach of the Agreement may result in irreparable harm to the other party for which monetary damages would be an inadequate remedy. In the event of a breach, or threatened breach, of the Agreement, the non-breaching party shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief (including injunctive relief and specific performance) in addition to any other rights and remedies available at law. This Agreement shall not confer any rights or remedies upon any third party, except SHL Global is an express, third party beneficiary of the Agreement, with power to enforce the rights in this Agreement. Nothing in these Terms will create, or be deemed to create, a partnership or joint venture or employment relationship or principal and agent between the parties. Neither party will have any liability to the other if the affected party does not fulfil its obligations due to an event outside the affected party's reasonable control. Notices under this Agreement will be in writing and delivered by registered means providing a receipt to SHL or the Company address in the Order, with a copy to the SHL legal department, to: The Pavilion, 1 Atwell Place, Thames Ditton, Surrey, KT7 0NE, UK. Any provision of the Agreement held to be invalid under the applicable law, will not affect the validity of the remaining terms of the Agreement. Failure to enforce the Agreement does not waive a party's right under the Agreement. The Agreement sets out the entire agreement between the parties and overrides any prior correspondence or representations, and all other terms and conditions, including without limitation, any terms contained in a purchase order or any document supplied by Company to SHL. The parties acknowledge that this Agreement has not been entered into in part or whole in reliance on any warranty, statement, promise or

representation by the other party, except as set out in the Agreement. Except in the event of a transfer of all or substantially all its assets, neither party will assign or transfer its rights or responsibilities under the Agreement to any third party without the other party's prior written consent, provided that SHL may assign or transfer its rights and obligations to any SHL Group Affiliate provided that SHL will remain responsible for SHL's obligations under the Agreement.

10.5 Subcontracting. SHL may use its Affiliates or Qualified Subcontractors to perform Services. Affiliates shall not be considered subcontractors. SHL will at all times remain responsible for its Affiliates and Qualified Subcontractors hereunder.

Definitions

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control"** means the power, directly or indirectly, to direct or affirmatively cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Assessment" means products to assess talent performance and attributes of individuals offered by SHL Group.

"Candidate" means any assessed individual (including a potential or existing employee of an SHL client).

"Company" is an entity that purchases Products or Services from SHL under an Order. If a license is extended to Company's Affiliate(s) under an Order, the term "Company" shall include such Affiliates will be subject to the Agreement.

"Company Property" means any data, information, or other material provided by or on behalf of Company to SHL Group (through software or other data collection activities) or disclosed through surveys, assessments, the Products or Services to SHL Group.

"Configured Deliverables" means where SHL Group creates or provides Services deliverables pursuant to the requirements of an Order. Configured Deliverables are for Company's sole use and not for use by any third party.

"Data Controller" means a person/entity who determines the purposes for which and the manner in which any Personal Data is, or is to be, processed (collected, used, amended, retained, destroyed, etc.).

"Data Processor" means a person/entity (other than an employee of the Data Controller) that processes Personal Data on behalf of the Data Controller.

"Fees" means the fees payable to SHL for the Products or Services purchased pursuant to the applicable Order.

"Intellectual Property Rights" means all patents (including reissues, divisions, continuations, and extensions) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including performance and synchronization rights), unregistered design, or other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions.

"Order" means a written agreement between Company and SHL describing the Products and/or Services Company is purchasing and may be in the form of an order form, a statement of work, a change request, or other similar instrument.

"Order Term" means the period of time set forth in an Order during which: (i) Company has the right to use the purchased Products and/or Services; or (ii) SHL is performing Services in accordance with Company's purchase.

"Output" means the printed/electronic reports produced as part of the Services provided to Company for a Candidate(s) taking an Assessment.

"Personal Data" means any data or information provided by Company to, or collected by SHL Group in the course of providing the Products and/or Services that relates to a living individual who can be identified from that data, but excludes Research Data and/or Benchmarks.

"Product" means the SHL Group products stated in an Order and shall include Configured Deliverables.

"Qualified Subcontractors" means the subcontractors listed at <https://www.shl.com/wp-content/uploads/shl-sub-processors.pdf>, as amended from time to time.

"Services" means the consulting or professional services described in the applicable Order provided by SHL or one of its Affiliates.

"SHL" means the SHL entity that enters into an Order with Company to provide Products and/or Services.

"SHL Global" means SHL Global Management Limited, the ultimate parent company of SHL Group and all Affiliates.

"SHL Group" means SHL, SHL Global, and SHL Affiliates listed at <https://www.shl.com/en/global-offices/registration/>.

"SHL Property" means all of the following without limitation created or owned by SHL Group, or its licensors, whether pre-existing or independently created during the Order Term: (i) all websites, software, tools, URLs and links, universal competency frameworks, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network-design, know how, technology and source code and all portions, subsets or derivatives thereof, any improvements, modifications, upgrades or other changes thereto; and any and all derivative works; and (ii) all Intellectual Property Rights therein.

"Territory" means the territory defined in the Order or if left blank then the Territory is the country where Company is registered.

"Third Party" means any person or entity other than Company, SHL Group, the Data Controller or the Data Processor or other person authorized to process data for the Data Controller.