

Privacy Policy

Effective Date: December 12, 2023

Enkaare L.L.C., its subsidiaries and affiliates (“**Enkaare**”, “**we**”, “**our**”, and/or “**us**”) are committed to upholding the privacy rights of individuals (“**you**”, “**Users**”). Enkaare provides this Privacy Policy (“**Privacy Policy**”) to let you know our policies and procedures regarding the collection, use and disclosure Personal Information from Users of our website <http://www.enkaare.com> (the “**Site**”), and any other related websites, features, applications, widgets or online services that are owned or controlled by Enkaare and that post a link to or incorporate the terms of this Privacy Policy (together with the Site, the “**Services**”), as well as any information Enkaare collects offline in connection with the Services and through other means such as our events, sales and marketing activities. If you are a California resident, our [California Resident Privacy Notice](#) provides more information about your California privacy rights and explains how you can exercise those rights.

This Privacy Policy applies to the activities for which Enkaare is a “data controller” which means that Enkaare decides why and how Personal Information is processed. This Privacy Policy also explains the collection, use, purpose, and sharing of Personally Identifiable Information related to Enkaare’s providing of services to Enkaare Clients. When we process Personal Information on behalf of Enkaare Clients, Enkaare Clients determine “why” and “how” the Personal Information is processed. To learn more about the processing of your Personal Information in this context, please refer to their respective privacy policies.

Enkaare does not require you to register or provide Personal Information to visit our Site. By accessing our Site or using our Services, you agree to this Privacy Policy in addition to any other agreements we might have with you.

Definitions

“**Enkaare Client**” means any customer that has entered into an agreement with Enkaare to use Enkaare’s Services.

“**Enkaare Talent**” means any authorized member of the Enkaare Talent Network who has agreed to the [Talent Network Terms & Conditions](#).

“**PII**”, “**Personally Identifiable Information**”, and/or “**Personal Information**” means any information which may identify an individual, directly or indirectly or, if you are located in the European Economic Area (“**EEA**”) or United Kingdom (“**UK**”) any information relating to an identified or identifiable individual. Examples of PII include, but are not limited to, first and last name, home address, billing address or other physical address, email address, telephone number, etc. PII does not include information which is anonymized, and other information which is excluded from the scope of applicable privacy and data protection laws.

QUICK LINKS:

We recommend that you read this Privacy Policy to ensure you are fully informed. However, if you only want to access a particular section of this Privacy Policy, then you can click on the relevant link below to jump to that section.

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1. PERSONAL INFORMATION WE COLLECT

We may collect a variety of Personal Information from or about you or your devices from various sources, as described below.

A. Personal Information You Voluntarily Provide to Enkaare

Registration and Profile Information. You may choose to sign up for an account on our Services, including to join the Enkaare Talent Network. Upon your signup to the Enkaare Talent Network, we may ask you for your name, email address, phone number, country location, English proficiency, primary skill, years of working experience, years of experience with primary skill, information included in your resume, and name of a person who referred you.

Communications. If you contact us directly, we may receive additional Personal Information about you. For example, if you contact us for technical support, we may receive your name, email address, phone number, the contents of your message, attachments that you may send to us, and other Personal Information you choose to provide. If you subscribe to our newsletter, we will collect Personal Information such as your email address. When we send you emails, we may

track whether you open them to learn how to deliver a better experience and improve our Services.

Hire Talent Through Enkaare. You may choose to use our Services to access pre-vetted talent if you are interested in hiring through Enkaare. Upon submitting your request form, we may ask you for your name, company name, job title, work email, company URL, phone number, employee range, your current role and country.

Additional Services. If you make use of our Site to register for certain services, including to download e-books, attend virtual events or webinars, or submit a testimony to be published on our Services, we may ask you to provide your name, company name, job title, (work) email address, phone number, employee range, primary skill, years of experience in framework and country.

Enkaare Skills Sharing Community. If you choose to submit your interest in joining the Enkaare Skills Sharing, we may ask you for your name, email address, country, seniority level, most proficient framework, professional years of experience in framework, top 5 tech skills, top 5 tech tools, and resume.

Become a Partner. If you are interested in becoming our Partner, we may ask to submit your name, company name, work email address, phone number, and your current role.

Careers. If you decide that you wish to apply for a job with Enkaare, we may ask you to submit your name, email address, phone number, location (city), your resume, cover letter, the name of the Enkaare employee who referred you, the number of years of experience relevant for the job profile, desired compensation range, the information on how you learned about the job offer, and other relevant information. We will collect the information you choose to provide on your resume and in your cover letter, such as your education and employment experience. You may choose to voluntarily provide information on your gender, race/ethnicity, veteran status, and disability status. If you apply for a job with us through a third-party platform (such as LinkedIn), we will collect the Personal Information you make available to us through such third-party platform.

If you do not provide your Personal Information when requested, you may not be able to use our Services if that Personal Information is necessary to provide our Services or if we are legally required to collect it. For example, while Users visiting our Site do not have a statutory obligation to provide us with any Personal Information, Enkaare Talent may have a contractual obligation (pursuant to the Talent Network Terms & Conditions) to do so. Where required by applicable law, we indicate whether and why you must provide us with your Personal Information, as well as the consequences of failing to do so. If you have any questions regarding whether the provision of Personal Information is mandatory and the consequences for withholding such information, please contact our Privacy Officer using the contact information provided in section “Contact Us” below.

B. Personal Information We Collect When You Use Our Services

Like other companies with online services, we receive technical information when you use our Site or access certain Services. We use these technologies to analyze how people use the Site Services and to improve how our Site and Services function.

Location Information. When you use our Services, we may approximate your geographic region and Internet Service Provider based on your internet protocol (IP) address.

Device Information. We receive information about the device and software you use to access our Services, including IP address, web browser type, and operating system version.

Usage Information. To help us understand how you use our Services and to help us improve them, we automatically receive information about your interactions with our Services, like log files, performance logs, diagnostic reports, the pages or other content you view, mouse movements, the searches you conduct, your comments, any content you post, and the dates and times, and duration of your visits.

Talent Assessments. Enkaare runs a rigorous Talent assessment and vetting process. During the assessment and vetting process you may be asked to permit Enkaare to verify information about you via image and/or video, and this verification will be recorded for internal review purposes only. All images and videos sourced during the vetting process will be stored in accordance with Enkaare's Data Security And Protection Policy. You reserve the right to refuse to be recorded and/or have your image captured. In the event you choose not to have your image captured and/or recorded, Enkaare reserves the right to discontinue the vetting process.

Information from Cookies and Similar Technologies. We and third-party partners collect information using cookies, pixel tags, or similar technologies (collectively "**Cookies**"). Our third-party partners, such as analytics and advertising partners, may use these technologies to collect information about your online activities over time and across different services. Cookies are small files of letters and numbers that we store on your browser or the hard drive of your computer. We may use both session Cookies and persistent Cookies. A session Cookie disappears after you close your browser. A persistent Cookie remains after you close your browser and may be used by your browser on subsequent visits to our Services. For more information, including disclosures related to the active cookies on our Site, please see our Cookie Notice.

C. Personal Information We Receive from Third Parties.

Social Sign-In. We may collect Personal Information about you when you log in to our Services via third-party services (such as Google). This information may include your social media user id, email address, full names and profile picture.

Third-Party Services. You may also post photos, comments, or reviews on our pages available through third-party platforms, including Facebook, LinkedIn, Twitter, and Instagram. If you do so, we and other users on those third-party platforms may be able to view the Personal Information you make available through these third-party platforms.

Professional social media link/identifier. If you include a professional social media link/identifier or your personal website in your job application with us, we may retrieve information about your professional social media / online presence from such sites.

Partners. We may receive additional Personal Information about you from third parties (such as partners that provide publicly available demographic information about you), affiliate partners, or marketing partners and combine it with other Personal Information we have about you.

Enkaare Clients. We also may receive PII from Enkaare Clients to perform services for them. Any PII used for such purposes will be limited to access by only those who require it given their job function at Enkaare, and except as otherwise provided herein, we only share the PII back with our respective Clients. Enkaare does not retain, use, or disclose any Personal Information collected on behalf of our Clients for any purpose (including any commercial purpose) other than the specific purpose of performing the services as specified in the applicable Master Services Agreement with the Client.

2. HOW WE USE THE PERSONAL INFORMATION WE COLLECT

We use the Personal Information we collect:

- To provide, maintain, improve, and enhance our Services.
- To communicate with you, provide you with updates and other information relating to our Services, provide information that you request, respond to comments and questions, and otherwise provide customer service and support.
- For marketing purposes, such as developing and providing promotional and advertising materials that may be useful, relevant, valuable, or otherwise of interest to you, to market events, promotions, competitions, webinars, reports, our services, news, or relevant industry updates.
- To personalize your experience on our Services such as presenting tailored content.
- To conduct research to understand and analyze how you use our Services and develop new products, services, and features.
- To process job applications.
- To process your submissions, including to become our talent, client or partner, join the Enkaare Skills Sharing Community, to download e-books, or attend webinars or events.
- To find and prevent fraud and respond to trust and safety issues that may arise.
- For compliance purposes, including enforcing our legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency.
- To enforce and comply with the law, including to conduct an investigation, to protect the property and rights of Enkaare or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity.
- For other purposes for which we provide specific notice at the time the Personal Information is collected.

Legal Bases for Processing European Personal Information

If you are located in the European Economic Area or the United Kingdom, we only process your Personal Information when we have a valid “legal basis,” including as set forth below.

- **Consent.** You have consented to the use of your Personal Information. For example, we may process your Personal Information to send you marketing communications or to use Cookies where you have consented to such use.
- **Contractual Necessity.** We need your Personal Information to provide you with our Services. For example, we may need to process your Personal Information to respond to your inquiries or requests.
- **Compliance with a Legal Obligation.** We have a legal obligation to use your Personal Information. For example, we may process your Personal Information to comply with tax and accounting obligations.
- **Legitimate Interests.** We or a third party have a legitimate interest in using your Personal Information. Specifically, we have a legitimate interest in using your Personal Information for product development and internal analytics purposes, and otherwise to improve the safety, security, and performance of our Services. We only rely on our or a third party’s legitimate interests to process your Personal Information when these interests are not overridden by your rights and interests.

3. HOW WE SHARE THE PERSONAL INFORMATION WE COLLECT

Affiliates. We may share your Personal Information with our affiliates for any of the purposes described in this Privacy Policy.

Vendors, Affiliate Partners and Service Providers. We may share any Personal Information we receive with vendors, affiliate partners and service providers retained in connection with the provision of our Services. Enkaare actively engages third-party resources, applications, and websites. These services provided by third parties are established to enhance user experience, provide ease of navigation through Enkaare’s sites, and to promote access to information. Enkaare may provide PII of Users to only those of its personnel and third-party vendors that (1) need to know such information to process it on Enkaare’s behalf or to provide services as described above, and (2) have agreed in writing not to disclose it to any other parties without Enkaare’s consent. Some of those employees, contractors, vendors, affiliate partners and affiliated organizations may be located outside of your home country; by using the Site and/or Services, you consent to the transfer of information to such individuals and organizations to accomplish these purposes.

Marketing. Enkaare does not buy or sell PII for its business practices or for commercial purposes unless we have your permission. From time to time, Enkaare may engage in joint marketing events with select business partners. If you register for a joint webinar or specifically express an interest in a jointly offered product, promotion or service, we may share relevant PII with those partner(s). Where you have given your consent to do so, these business partners may send you marketing communications about their own products and services.

Sweepstakes, Contests, and Promotions: We may offer sweepstakes, contests, and other promotions (any, a “Promotion”) that may require registration. By participating in a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness, or other indicia of persona in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, your Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion’s official rules, such as on a winner’s list.

Social Networks and Other Online Services. Please note that Enkaare does not control, moderate, or endorse any comments or opinions provided by visitors on third-party websites. The use and creation of official Enkaare accounts may cause PII to become available or accessible to Enkaare. Such information may become available to Enkaare when a user provides, submits, communicates, links, posts, or associates information with designated Enkaare accounts on social media (e.g., by using “hashtags”, “liking”, “friending”, “tweeting”, commenting on any content or media on our designated accounts). At times, Enkaare, through its personnel, employees, officers, directors, agents, and assignees, may respond publicly to content or media made available through “share,” “retweet,” “friend,” “follow,” or similar activities, or respond publicly on content made on designated and official Enkaare accounts. Enkaare may disseminate any of such information or PII to law enforcement officials, as required by law or court order.

Analytics Partners. We use analytics services such as Google Analytics, Fullstory, Hubspot Analytics, Pendo, Segment Analytics, Marketo and Mouseflow to collect and process certain analytics data. These services may also collect information about your use of other websites, apps, and online resources. You can learn more about Google’s practices by visiting <https://www.google.com/policies/privacy/partners/>. To help us understand how you use our Services and to help us improve them, we automatically receive Personal Information about your interactions with our Services, like the pages or other content you view, the searches you conduct, purchases you make, your comments, any content you post, and the dates and times of your visits.

Advertising Partners. We work with third-party advertising partners such as Adwords to show you ads that we think may interest you. Some of our advertising partners are members of the Network Advertising Initiative (<http://optout.networkadvertising.org/?c=1#!/>) or the Digital Advertising Alliance (<http://optout.aboutads.info/?c=2&lang=EN>). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt-out of receiving web-based personalized ads from member companies. You can access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt-out of personalized ads in mobile apps.

As Required by Law and Similar Disclosures. We may access, preserve, and disclose your Personal Information if we believe doing so is required or appropriate to: (a) comply with law enforcement requests and legal process, such as a court order or subpoena; (b) respond to your requests; or (c) protect your, our, or others’ rights, property, or safety. This includes exchanging

information with other companies and organizations, including law enforcement agencies, for the purposes of fraud protection and to prevent cyber or other suspected or alleged crime. For the avoidance of doubt, the disclosure of your Personal Information may occur if you post any objectionable content on or through the Services.

Merger, Sale, or Other Asset Transfers. We may disclose your Personal Information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company, or we sell, liquidate, or transfer all or a portion of our assets.

With Your Consent. We may also disclose your Personal Information with your permission.

4. INTERNATIONAL DATA TRANSFERS

We may transfer your Personal Information to the United States and other jurisdictions that may not be deemed to provide the same level of data protection as your home country. If you are located in the EEA, we will comply with applicable EEA data protection law when transferring your Personal Information outside of the EEA. We may transfer your Personal Information to countries that have been found to provide adequate protection by the EU Commission, use contractual protections for the transfer of Personal Information, transfer to recipients who have adopted Binding Corporate Rules, or rely on an appropriate legal derogation.

For more information about how we transfer outside of the EEA and the UK, or to obtain a copy of the contractual safeguards we use for such transfers, you may contact us using the contact details as indicated in the “Contact Us” section below.

5. YOUR CHOICES & RIGHTS

Marketing Communications. You have the right to object if we are processing your PII for direct marketing purposes. You can unsubscribe from Enkaare’s own marketing emails at any time by clicking the “unsubscribe” link they contain or by accessing the Email Preferences Center. Depending on which jurisdiction you are in, we may be required to give you an option to “opt-in” and we will always provide you with an option to “opt-out” with each marketing communication. Even if you opt-out of receiving promotional messages from us, you will continue to receive administrative messages from us.

Individuals also can choose whether their PII is (1) to be disclosed to a third party or (2) to be used for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual.

In accordance with applicable law, you may have the right to:

- **Access Personal Information.** You may request confirmation of whether we are processing your Personal Information and obtain a copy of the categories of Personal Information we may have collected on your behalf.

- **Request Correction.** You may request correction of your Personal Information where it is inaccurate, incomplete, or outdated. For Enkaare Talent, you may update your Personal Information within your Enkaare accounts by logging in and updating your profile.
- **Request Deletion (“Opt Out”) or Withdraw Consent.** You may request to remove your PII from our records. Note that if your Personal Information is deleted, you may no longer access or be able to use certain Services, and any account you have with us may become deactivated.

If you wish to access, correct, amend, or delete PII you have provided directly to us, please contact our Privacy Officer at privacy@enkaare.com. For deletion/opt-out requests, please include the subject line “OPT OUT”. We will respond to requests within thirty (30) days. If we require more time, we will inform you of the reason and extension period for a response in writing.

If you wish to access, correct, amend, or delete PII you have provided to our Clients, please contact those Enkaare Clients directly. Alternatively, you may contact our Privacy Officer at privacy@enkaare.com and we will pass your request along to the applicable Enkaare Client.

When any Client requests Enkaare to remove any Client data that Enkaare may have on its systems, Enkaare will respond as soon as practicably as possible, and no more than forty-five (45) days after such receipt from our Client. If you wish to no longer have your PII used or disclosed by our Clients, or by us in connection with our work for our Clients, please contact the Client that you interact with directly. Alternatively, you may contact our Privacy Officer at privacy@enkaare.com and we will pass your request along to our Clients.

How to Block Cookies. You can block Cookies by setting your internet browser to block some or all Cookies. You can withdraw your consent at any time by deleting placed Cookies and disabling Cookies in your browser, or as explained below. You can change your browser settings to block or notify you when you receive a Cookie, delete Cookies, or browse our Services using your browser’s anonymous usage setting. Please refer to your browser instructions or help screen to learn more about how to adjust or modify your browser settings. If you do not agree to our use of Cookies or similar technologies which store information on your device, you should change your browser settings accordingly. If you use your browser settings to block all Cookies (including essential Cookies) you may not be able to access all or parts of our Services, and some features of our Website may not function properly.

California Privacy Rights. If you are a California resident, you can review our [California Resident Privacy Notice](#) for information about your privacy rights and choices under California law.

Your European Privacy Rights. If you are located in the EEA or the United Kingdom, you have the rights described below:

- When we process your Personal Information based on your consent, you have the right to withdraw your consent at any time and free of charge. We will apply your choice going forward and this will not affect the lawfulness of the processing before you withdrew your consent.

- You may request access to and information about the Personal Information we maintain about you, update, and correct inaccuracies in your Personal Information, restrict or object to the processing of your Personal Information, have your Personal Information anonymized or deleted, as appropriate, or exercise your right to data portability to easily transfer your Personal Information to another company. Please note that there are exceptions and limitations to each of these rights.
- If you would like to exercise these rights, please contact us as specified in the “Contact Us” section below. Before fulfilling your request, we may ask you to provide reasonable information to verify your identity. Applicable law may allow or require us to refuse your request to exercise a right with respect to your Personal Information, or we may have destroyed, erased, or made your Personal Information anonymous in accordance with our record retention obligations and practices. If we refuse your request to exercise a right, we will inform you of the reasons why, subject to any legal or regulatory restrictions.
- You also have the right to lodge a complaint with the data protection authority of your habitual residence, your place of work or the place of an alleged infringement.

6. SECURITY

Enkaare uses reasonable efforts to protect the security, confidentiality, and integrity of information or data collected by us.

However, as no website, service, mobile application, database, or system is completely secure or “hacker proof,” we can make no guarantees as to the security or privacy of your Personal Information. You are responsible for taking reasonable steps to protect your Personal Information against unauthorized disclosure or misuse.

7. LINKS TO EXTERNAL SITES

Our Services may contain links to websites created and maintained by other public or private organizations that we do not own or operate. We provide these links as a service to our Users. Please note that when you follow a link to an external site, you will be leaving Enkaare’s Services and are subject to the privacy and security policies of the site to which you are visiting. Enkaare is not responsible for the security and privacy practices of these third parties or the content of such external sites.

8. RETENTION

We take measures to delete your Personal Information or keep it in a form that does not permit identifying you when your Personal Information is no longer necessary for the purposes for which we process it unless we are required by law to keep your Personal Information for a longer period. When determining the specific retention period, we consider various factors, such as the type of service provided to you, the nature and length of our relationship with you, and mandatory retention periods provided by law and the statute of limitations.

9. CHILDREN’S PRIVACY

We do not knowingly collect, maintain, or use Personal Information from children under 16 years of age (“**Minors**”), and no parts of our Services are directed at children. If you learn that a Minor has provided us with Personal Information in violation of this Privacy Policy, please alert us at privacy@enkaare.com.

10. CONTACT US

Enkaare is the controller or entity responsible for the processing of your Personal Information pursuant to this Privacy Policy. We welcome feedback from all our Users and if you have any question regarding this Privacy Policy or the use of your Personal Information, please contact us. You can email our privacy officer at privacy@enkaare.com or you can send mail to us at:

Enkaare L.L.C.

Attn: Privacy Officer

5019 Roland Avenue. Ste 2

Baltimore, MD 21210

United States

If you are located in the EEA, you can email our EU representative at enkaare@dpr.eu.com or you can send mail to us at:

DPR Group

31 Chemin de Moontfleury
Versoix, GE 1290
Switzerland

11. CHANGES TO OUR PRIVACY POLICY

Enkaare may amend this Privacy Policy at any time by posting a new version to our Site. It is your responsibility to review this Privacy Policy periodically as your continued use of the Site and the Services represents your agreement with the then-current Privacy Policy.

Data Processing Agreement

Last Updated: 09/01/2022

his Data Processing Agreement (“**DPA**”) forms part of the Enkaare Agreement (including any associated Order Form, Statement of Work, or Master Service Agreement entered into therewith)

by and between Client and Enkaare (the “**Agreement**”). All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement.

1. Definitions

1. “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Processor**”, and “**Supervisory Authority**” will have the meanings given to them in the GDPR.
2. “**Data Protection Laws**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (“**GDPR**”), and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), their national implementations in the European Economic Area (“**EEA**”), and all other data protection laws of the EEA including laws of the European Union (“**EU**”), the United Kingdom (“**UK**”) and Switzerland, each as applicable, and as may be amended or replaced from time to time.
3. “**Data Subject Rights**” means all rights granted to Data Subjects by Data Protection Laws, including the right to information, access, rectification, erasure, restriction, portability, objection, the right to withdraw consent, and the right not to be subject to automated individual decision-making.
4. “**International Data Transfer**” means any transfer of Client Personal Data from the EEA, UK or Switzerland to an international organization or to a country outside of the EEA, UK, or Switzerland, and includes any onward disclosure of Client Personal Data to another recipient within that country, as well as any onward transfer of Client Personal Data from the international organization or the country outside of the EEA, UK, or Switzerland to another country outside of the EEA, UK, or Switzerland.
5. “**Client Personal Data**” means any Personal Data that is subject to Data Protection Laws, for which Client or Third-Party Controller is the Controller, and which is Processed by Enkaare to provide the Services to Client.
6. “**Personnel**” means any natural person acting under the authority of Enkaare.
7. “**Sensitive Data**” means any type of Personal Data that is designated as a sensitive or special category of Personal Data or otherwise subject to additional restrictions under Data Protection Laws.
8. “**Standard Contractual Clauses**” or “**SCCs**” mean the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31-61), as amended or replaced from time to time.
9. “**Sub-processor**” means a Processor engaged by another Processor to carry out Processing on behalf of a Controller.
10. “**Third-Party Controller**” means a Controller for which Client is a Processor.
11. “**UK Addendum**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022), available at <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>.

2. Scope and Applicability

1. The DPA applies to Processing of Client Personal Data by Enkaare to provide the Services.
2. The subject matter, nature, and purpose of the Processing, the types of Client Personal Data and categories of Data Subjects are set out in **Appendix I** and the Agreement.
3. Client is a Controller and appoints Enkaare as a Processor on behalf of Client. Client is responsible for compliance with the requirements of Data Protection Laws applicable to Controllers.
4. To the extent Client is a Processor on behalf of a Third-Party Controller, Client engages Enkaare as a Sub-processor to Process Client Personal Data on behalf of that Third-Party Controller. When Client is acting on behalf of Third-Party Controller(s), then Client: (i) is the single point of contact for Enkaare; (ii) must obtain all necessary authorizations from such Third-Party Controller(s); (iii) undertakes to issue all instructions and exercise all rights on behalf of such Third-Party Controller(s); and (iv) is responsible for compliance with the requirements of Data Protection Laws applicable to Processors.
5. Client acknowledges that Enkaare may Process Personal Data relating to the operation, support, or use of the Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, and product development. Enkaare is the Controller for such Processing and will Process such data in accordance with Data Protection Laws

3. Duration of this DPA

1. This DPA is effective for as long as Enkaare Processes Client Personal Data on behalf of Client.

4. Collecting, Processing and Sub processing of Client Personal Data

1. *Client Data Collection and Processing*
2. Client will comply with its obligations under the Data Protection Laws in respect of its collecting and processing of Client Personal Data and any processing instructions it issues to Enkaare. Client represents that it has all rights, consents, and authorizations necessary for Enkaare to process Client Personal Data pursuant to Data Protection Laws and the Agreement.
3. Client authorizes Enkaare, in providing the Services, to Process Client Personal Data in accordance with applicable laws.
4. Upon notice in writing to Client, Enkaare may terminate the Agreement if Enkaare has determined, or has reason to believe, that Client is not in compliance with Data Protection Laws as a Controller or Processor.
5. *Enkaare Data Processing*
6. Enkaare will comply with its obligations as a Processor under applicable Data Protection Laws and will process Client Personal Data to provide Services and in accordance with Client's documented instructions. Client's instructions are documented in this DPA and the Agreement. Client agrees that this DPA is its complete and final agreement with Enkaare in relation to the Processing or sub-processing of Client Personal Data.
7. Enkaare will comply with documented instructions of Client related to Processing Client Personal Data. Unless prohibited by applicable law, Enkaare will inform Client if

Enkaare is subject to a legal obligation that requires Enkaare to Process Client Personal Data in contravention of Client's documented instructions.

8. Client may reasonably issue additional instructions as necessary to comply with Data Protection Laws. Enkaare may charge a reasonable fee to comply with any additional instructions.
9. Upon notice in writing, Client may terminate the Agreement if Enkaare declines to follow Client's reasonable instructions that are outside the scope of, or changed from, those given or agreed to in this DPA, to the extent such instructions are necessary to enable Enkaare to comply with Data Protection Laws.
10. *Sub-processing*
11. Client hereby authorizes Enkaare to engage Sub-processors, including its subsidiaries. A list of Enkaare's current Sub-processors is available upon request to privacy@enkaare.com. Subject to any applicable disclaimers or limitations of liability, Enkaare remains responsible for the acts, errors, or omissions of its sub-processors to the extent applicable to Enkaare's obligations under this DPA.
12. Enkaare will enter into a written agreement with Sub-processors which imposes the same obligations as required by Data Protection Laws.
13. Enkaare will inform Client prior to any intended change to Sub-processors. Client may object to the addition of a Sub-processor based on reasonable grounds relating to a potential or actual violation of Data Protection Laws by providing written notice detailing the grounds of such objection within thirty (30) days following Enkaare's notification of the intended change. Client and Enkaare will work together in good faith to address Client's objection. If Enkaare chooses to retain the Sub-processor, Enkaare will inform Client at least thirty (30) days before authorizing the Sub-processor to Process Client Personal Data, and Client may immediately discontinue using the relevant parts of the Services, and may terminate the relevant parts of the Services within thirty (30) days.

5. Technical and Organizational Security Measures

1. *Measures by Enkaare*
2. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, prior to the commencement of any processing, Enkaare shall implement, establish and maintain commercially reasonable technical and organizational security measures. Enkaare shall present and document such technical and organizational security measures for review by Client. Such technical and organizational security measures shall become the foundation of the Services and are subject to technical progress and development. Enkaare may, from time to time, modify such technical and organizational security measures, so long as such measures do not materially reduce the protection afforded to Client Personal Data, and are reasonably documented.
3. *Measures by Client*
4. Client is responsible for using and configuring the Services to enable Client to comply with Data Protection Laws, including implementing Client's own appropriate and adequate technical and organizational measures. Client shall provide Enkaare with a copy of such measures and notify Enkaare in writing of any modifications. If Enkaare Developers use Client devices, laptops, or computers, Client shall present and document

all technical and organizational security measure for review by Enkaare. Such technical and organizational security measures shall become the foundation of the Services and are subject to technical progress and development. Client may, from time to time, modify such technical and organizational security measures, so long as such measures are not reduced, and are appropriately documented.

5. *Personnel*

6. Enkaare will take steps to ensure that all Personnel authorized Enkaare to Process Client Personal Data are subject to an obligation of confidentiality.

7. *Prohibited Data*

8. Client acknowledges and agrees that the Agreement may prohibit the submission of certain types of Personal Data (such as financial or health information). Client represents and warrants that neither Client nor any entity acting for or on behalf of Client will submit to Enkaare any Client Personal Data which is regulated under the Health Insurance Portability and Accountability Act without a separate Business Associate Agreement. In such events, Enkaare will take reasonable and appropriate steps to notify Client of its receipt of any prohibited data.

6. Notification and Assistance

1. Enkaare will notify Client without undue delay after Enkaare becomes aware of a Personal Data Breach involving Client Personal Data.
2. Enkaare will provide information relating to the Personal Data Breach as reasonably requested by Client to the extent such information is available to Enkaare. Enkaare will use reasonable efforts to assist Client in mitigating, where commercially reasonable and technically feasible, the adverse effects of a Personal Data Breach.
3. Taking into account the nature of the Processing, and the information available to Enkaare, Enkaare will assist Client, including, as appropriate, by implementing technical and organizational measures, with the fulfilment of Client's own obligations under Data Protection Laws to: (i) comply with requests to exercise Data Subject Rights; (ii) conduct data protection impact assessments and prior consultations with Supervisory Authorities; and (iii) notify a Personal Data Breach. Enkaare may charge a reasonable fee to Client for support services rendered in connection with this Section 7, which are not included in the description of the Services, and which are not attributable to failures on the part of Enkaare. If such support services reveal the failure of Enkaare to materially comply with its obligations under applicable Data Protection Laws or as otherwise set forth in this DPA, Enkaare and Client shall each bear their own costs related to assistance.
4. Enkaare's notification of or response to a Personal Data Breach pursuant to this Section 7 will not be construed as an acknowledgement by Enkaare of any fault or liability with respect to the such Personal Data Breach.

7. Deletion or Return

1. Pursuant to the Agreement, Enkaare will delete or return Client Personal Data that in its possession and control as set forth in the Agreement except to the extent Enkaare is required by law to retain any Client Personal Data. Client may request return of Client Personal Data up to thirty (30) days after termination of the Agreement. Unless required or permitted by applicable law, Enkaare will delete all remaining copies of Client

Personal Data within thirty (30) days after returning Client Personal Data to Client.
Enkaare will notify Client prior to deletion.

8. Cooperation, Supervision and Audit

1. *Request for Data Protection*
2. Upon notice from data subjects or data protection authorities (including requests from individuals seeking to exercise their rights under Data Protection Laws) to the extent regarding the Processing of Client Personal Data by Enkaare pursuant to the Agreement, Enkaare will forward such requests to Client. Unless legally required to do so, Enkaare will not respond to such communication without Client's authorization. If Enkaare is required to respond to any request, Enkaare will notify Client and provide Client with a copy of the request, unless legally prohibited from doing so.
3. *Client Requests*
4. Enkaare will cooperate with Client, at Client's sole cost and expense, to respond to any requests from individuals or data protection authorities relating to the processing of Client Personal Data under this DPA to the extent that Client may be unable to access relevant Client Personal Data.
5. Enkaare shall inform Client if Enkaare believes any instruction or request violates Data Protection Laws.
6. Client shall document immediately any oral instructions in text form.
7. *Audit Requests*
8. Enkaare audits its Technical and Organizational Security Measures against data protection and information security standards on a regular basis. Such audits are conducted by Enkaare's internal team or a designated third party as engaged by Enkaare. Upon written request and subject to the confidentiality provisions of the Agreement, Enkaare will make available to Client all information necessary to demonstrate compliance with the obligations of this DPA and allow for and contribute to audits, including inspections, as mandated by a Supervisory Authority or reasonably requested by Client and performed by an independent auditor as agreed upon by Client and Enkaare.
9. Enkaare may request audits of Client's Technical and Organizational Security Methods to ensure compliance with this DPA. Client will make available to Enkaare a summary of the most recent audit report and any other document reasonably required by Enkaare.
10. Either party requesting such audit information does so at their sole expense, and agrees to remunerate the other party of any costs associated with such audit requests.
11. Client's request for an audit will not require Enkaare either to disclose to Client or its third-party auditor, or to allow Client or its third-party auditor to access:
12. Any data of any other client of Enkaare;
13. Enkaare's internal accounting or financial information;
14. Any trade secrets of Enkaare or any client of Enkaare;
15. Any information that, in Enkaare's reasonable opinion, could (i) compromise the security of Enkaare systems or premises; or (ii) cause Enkaare to breach its obligation under applicable law or its security and/or privacy obligations to any client or any third party;
or
16. Any information that Client or its third-party auditor seeks to access for any reason other than the good faith fulfillment of Client's obligation under Data Protection Laws.

9. International Data Transfers

1. Enkaare may transfer and process Client Personal Data as requested by Client in other locations around the world where Enkaare and its Sub-processors maintain operations as necessary to provide Services.
2. Client hereby authorizes Enkaare to perform International Data Transfers:
3. to any country subject to a valid adequacy decision of the EU Commission or the competent authorities, as appropriate;
4. to the extent authorized by Supervisory Authorities or by the competent authority on the basis of an organization's binding corporate rules;
5. to any data importer with whom Enkaare has entered into SCCs.
6. By signing this DPA, Client and Enkaare hereby agree to include the provisions of module two (Controller to Processor) and, to the extent Client is a Processor on behalf of a Third-Party Controller, module three (Processor to Sub-processor) of the Standard Contractual Clauses, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Client ; the "data importer" is Enkaare; the optional docking clause in Clause 7 is implemented; Clause 9(a) option 2 is implemented and the time period therein is specified as thirty (30) days; the optional redress clause in Clause 11(a) is struck; Clause 17 option 1 is implemented and the governing law is the law of Belgium; the courts in Clause 18(b) are the Courts of Belgium; Annexes I and II to the SCCs are Appendixes I and II to this DPA respectively.
7. By signing this DPA, Client and Enkaare conclude the UK Addendum, which applies to International Data Transfers out of the UK in addition to the Standard Contractual Clauses, and which is hereby incorporated, and Part 1 of the UK Addendum is completed as follows: (i) in Table 1, the "Exporter" is Client and the "Importer" is Enkaare, their details and signatures are set forth in the Agreement; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the Standard Contractual Clauses referred to in **section 10.3** of this DPA; (iii) in Table 3, "Annex 1A" and "Annex 1B" to the "Approved EU SCCs" is **Appendix I** to this DPA and "Annex II" to the "Approved EU SCCs" is **Appendix II** to this DPA; and (iv) in Table 4, both the "Importer" and the "Exporter" can terminate the UK Addendum.
8. If Enkaare's compliance with Data Protection Laws applicable to International Data Transfers is affected by circumstances outside of Enkaare's control, including if a legal instrument for International Data Transfers is invalidated, amended, or replaced, then Client and Enkaare will work together in good faith to reasonably resolve such non-compliance. In the event that additional, replacement or alternative SCCs are approved by the Supervisory Authorities or the new version of UK Addendum is approved, Enkaare reserves the right to amend the Agreement and this DPA by adding to or replacing, the SCCs or UK Addendum that form part of it at the date of signature in order to ensure continued compliance with Data Protection Laws.

10. Notifications

1. Client will send all notifications, requests, and instructions under this DPA to Enkaare via email to: legal@enkaare.com.
2. Enkaare will send all notifications under this DPA to Client's contact indicated in the Agreement.

11. Limitations of Liability

1. To the extent permitted by applicable law, where Enkaare has paid compensation, damages, or fines, Enkaare is entitled to claim back from Client that part of the compensation, damages, or fines, corresponding to Client's part of responsibility for the compensation, damages or fines.
2. Parties agree that the total combined liability limit (including indemnifications of any kind) to one another shall be set as provided under the terms of the Agreement as executed between the Parties.

12. Miscellaneous

1. Enkaare may modify the terms of this DPA as provided in the Agreement. Enkaare will notify Client of any such changes and effectiveness of such changes in accordance with this DPA or the Agreement. Changes to this DPA include, but are not limited to, the following circumstances:
2. If required or ordered to do so by any supervisory, judicial, governmental, or regulatory entity.
3. As required to implement or adhere to standard contractual clauses, various codes of conducts, policies, rules, procedures and any other mechanisms as required under Data Protection Laws.
4. In the event of a conflict between the Agreement and this DPA with respect to the subject matter of this DPA, the terms of this DPA shall control to the extent of such conflict.
5. If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA, and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

APPENDIX I

DESCRIPTION OF THE TRANSFER

A. LIST OF PARTIES

Data exporter:

- Name: Client
- Contact person's name, position and contact details
- Activities relevant to the data transferred under these Clauses: Providing the Services as described in the Agreement.
- Role (controller/processor): Controller, or Processor on behalf of Third-Party Controller

Data importer:

- Name: Enkaare L.L.C.
- Address: 5019 Roland Avenue, Ste 2, Baltimore, MD 21210
- Contact privacy@enkaare.com

- Activities relevant to the data transferred under these Clauses: Providing the Services as described in the Agreement.
- Role (controller/processor): Processor on behalf of data exporter, or Sub-processor on behalf of Third-Party Controller

B. DESCRIPTION OF TRANSFER

Categories of Data Subjects whose Personal Data is transferred:

Data subjects include Clients and the individuals about whom data is provided to Enkaare via the Services by (or at the direction of) Client.

Categories of Personal Data transferred:

Data relating to Clients or other individuals provided to Enkaare via the Services, by (or at the direction of) Clients. The personal data transferred may include: name, username, password, email address, telephone and fax number, title and other business information, general information about interest in and use of Enkaare's services, and demographic information.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures. Sensitive data is pseudonymized.

- None anticipated.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):

- On a continuous basis during the duration of the Services.

Nature of the processing:

- The Personal Data will be processed and transferred as described in the Agreement.

Purpose(s) of the data transfer and further processing:

- The Personal Data will be transferred and further processed for the provision of the Services as described in the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

- Personal Data will be retained for as long as necessary taking into account the purpose of the Processing, and in compliance with applicable laws, including laws on the statute of limitations and Data Protection Law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

- *For the subject matter and nature of the Processing, reference is made to the Agreement and this DPA. The Processing will take place for the duration of the Agreement.*

C. COMPETENT SUPERVISORY AUTHORITY

Pursuant to Clause 13, the supervisory authority of the EEA country where (i) Client is established; or where (ii) the EU representative of Client is established; or where (iii) the data subjects whose personal data are transferred under the SCCs in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.

APPENDIX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

1. *Confidentiality*
2. Electronic Access Control
3. No unauthorized use of the Data Processing and Data Storage Systems, e.g.: (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media
4. Internal Access Control (permissions for user rights of access to and amendment of data)
5. No unauthorized Reading, Copying, Changes or Deletions of Data within the system as approvals are managed centrally, e.g., rights authorization concept, need-based rights of access, logging of system access events
6. Isolation Control
7. The isolated Processing of Personal Data, which is collected for differing purposes, e.g., multiple Client support, sandboxing;
8. Employee Control
9. Employees are bound by written confidentiality agreements
10. Employees receive training on data privacy and data security
11. Pseudonymisation (Article 32 Paragraph 1 Point a GDPR; Article 25 Paragraph 1 GDPR)
12. The processing of Personal Data in such a method/way, that the data cannot be associated with a specific Data Subject without the assistance of additional Information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures.
13. *Integrity*
14. Data Transfer Control
15. No unauthorized Reading, Copying, Changes or Deletions of Data with electronic transfer or transport, e.g.: Encryption, Virtual Private Networks (VPN), electronic signature;
16. Data Entry Control
17. Verification, whether and by whom personal data is entered into a Data Processing System, is changed or deleted, e.g.: Logging, Document Management
18. Job Control
19. Enkaare's employees and contractors may only process Client and personal data strictly in accordance with the Agreement's obligations and Client instructions.
20. *Availability and Resilience*

21. Availability Control
22. Prevention of accidental or willful destruction or loss, e.g.: Backup Strategy (online/offline; on-site/off-site), Uninterruptible Power Supply (UPS), virus protection, firewall, reporting procedures and contingency planning
23. Rapid Recovery
24. *Procedures for Regular Testing, Assessment and Evaluation*
25. Data Protection Management
26. Incident Response Management;
27. Data Protection by Design and Default (Article 25 Paragraph 2 GDPR)
28. Order or Contract Control
29. No third-party data processing as per Article 28 GDPR without corresponding instructions from Client, e.g.: clear and unambiguous contractual arrangements, formalized order management, strict controls, duty of pre-evaluation, supervisory follow-up check.

1.

Information related to the California Data Processing Agreement can be found here:

CCPA

Last Updated: 09/01/2022

This California Data Processing Addendum (the “**Addendum**”) forms an addendum to part of the Enkaare Agreement (including any associated Order Form, Statement of Work, or Master Service Agreement entered into there with, the “**Agreement**”), executed between the entity that executed the Agreement (“**Client**”) and Enkaare L.L.C. (“**Enkaare**”) (each a “**Party**”; collectively the “**Parties**”), and is in furtherance of obligations under the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“**CCPA**”),

Definitions

Capitalized terms used in this Addendum are defined in this section or the section of the Agreement they were first used. All capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement. For the purposes of this Addendum—

- “**Business**,” “**Business Purpose**,” “**Collect**,” “**Consumer**,” “**Deidentified**,” “**Sale**,” “**Sell**,” “**Services**,” “**Service Provider**,” and “**Personal Information**” have the meaning given to them in the CCPA.
- “**Client Personal Information**” means Personal Information provided by the Client to, or which is Collected on behalf of Client by, Enkaare to provide Services to Client pursuant to the Agreement or to perform a Business Purpose.

Roles and Scope

- This Addendum applies only to the Collection, retention, use, disclosure, and Sale of Client Personal Information.
- The Parties acknowledge and agree that Client is a Business and appoints Enkaare as a Service Provider to process Client Personal Information on behalf of Client.
- The Parties adopt this Addendum for so long as Enkaare maintains Personal Information on behalf of Client.

Restrictions on Processing

Except as otherwise permitted by the CCPA, Enkaare is prohibited from (i) retaining, using, or disclosing Client Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement for Client, as set out in this Addendum and (ii) further Collecting, Selling, or using Client Personal Information except as necessary to perform the Services.

Consumer Rights

Enkaare shall provide commercially reasonable assistance to Client for the fulfillment of Client's obligations to respond to CCPA-related Consumer rights requests regarding Client Personal Information.

Indemnification

To the extent that the Agreement requires Enkaare to Collect, use, retain, disclose, or reidentify any Client Personal Information as directed by Client, Client shall be solely liable and shall hold harmless and indemnify Enkaare for any damages or reasonable costs, including attorneys' fees and interest, arising from or related to the Collection, use, retention, disclosure, or reidentification of such Client Personal Information by Enkaare as directed by Client.

Sale of Information

The Parties acknowledge and agree that the exchange of Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.

Miscellaneous

- Enkaare may modify the terms of this Addendum as provided in the Agreement. Enkaare will notify Client of any such changes and effectiveness of such changes in accordance with this Addendum or the Agreement.
- Any conflicts between the Agreement and this Addendum, the terms of this Addendum shall prevail.
- If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this Addendum, and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

Modern Slavery Statement

Enkaare has a zero-tolerance approach to any form of modern slavery in its business and supply chains. Modern slavery encompasses slavery, servitude, human trafficking, and forced labor. We are committed to acting ethically and with integrity and transparency in all business dealings and reject any form of modern slavery or human trafficking taking place within our business or our supply chain.

This statement covers the following entities within the Enkaare group (collectively, “Enkaare”):

- Enkaare L.L.C.
- Enkaare Kenya Limited

Our Business

Enkaare is a global remote talent marketplace that connects talent across the world with opportunities globally across various technology verticals, including: Software Development, Design, Cloud, Data, and Product Management, but also within other industries and departments and expanding. Enkaare provides clients with vetted software engineers, through a matching and assessment process, Business Analysts, Project Managers, Product Managers and Designers etc within tech verticals that includes client interviews and assessments of the soft and technical skills of talent. Enkaare supports talent through onboarding and working with clients. Enkaare offers a wide range of services and products to meet client and talent needs, including job placements, assessments, payroll services, and value-added services for the Enkaare talent community with our partners such as insurance, education, and financial services offerings. Enkaare is a fully distributed, remote operation. (We are awaiting certification for Enkaare Healthcare)

Our Supply Chains

Although identifying, recruiting and onboarding engineering talent is our main focus, we also procure goods and services generally required for the smooth operation of any international business – including IT services and software. Our supply chains also include professional services from our lawyers, accountants, consultants and other advisors.

Enkaare is mindful that, particularly across certain parts of the globe, it operates in locations where the prevalence of modern slavery and human trafficking abuses are statistically higher than average. To date, Enkaare is pleased to confirm that no such abuses have been identified in its business or supply chains in any Enkaare location.

Policies to Prevent Modern Slavery and Human Trafficking

Given the nature of its business, Enkaare has comparatively limited procurement activities (talent acquisition aside). Nevertheless, the company takes a robust approach to determine which suppliers it contracts with and is not prepared to maintain business relations with any supplier found to have committed, or been involved with, modern slavery, human trafficking, or forced labor abuses. Our opposition to modern slavery and human trafficking is codified in our Employee Handbook, which also provides for incident reporting, and reflects our commitment to

acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to eliminate, as far as possible, the risk of modern slavery and human trafficking taking place anywhere in our business or supply chains.

By way of example, steps we have taken to help ensure modern slavery and human trafficking are not taking place in our business or supply chain include:

1. Global Procurement Policy

We have a comprehensive procurement policy in place to regulate how we deal with our global suppliers in a well-managed, fair and ethical manner. This incorporates a strict employee code of conduct and whistleblowing procedure so that any malpractice can swiftly be dealt with and resolved. It also provides for an organized tracking system of vendors and periodic audits of vendor and procurement procedures to ensure compliance.

2. Vendor Code of Conduct

Our suppliers are contractually obligated to comply with our vendor code of conduct. This code requires compliance with local employment laws and diversity practices and expressly prohibits child labor, discriminatory treatment of workers, and other forms of modern slavery and forced labor or involuntary servitude.

3. Adult Hiring Policy

Our adult hiring policy expressly prohibits the use of child labor, forced labor, and the exploitation of children in our global operations. Notwithstanding any local laws permitting employment at a lower age, Enkaare does not hire employees below the age of 18. Our compliance, audit, and legal teams are involved in ensuring this process works and will monitor it regularly, adapting as necessary to the changing needs of our business.

Training

To ensure a high level of understanding of the risks of modern slavery and human trafficking in our business and in our supply chains, where appropriate, we will be asking our vendors to provide training to their staff and suppliers.

Looking Forward

Given the global shift to remote, distributed work, Enkaare will prioritize our efforts to ensure that all our suppliers provide safe working conditions for their workers, particularly in labor service supply chains.

Enkaare's compliance plan for 2023/24 includes a commitment to provide an online compliance module for ethical sourcing training, including steps to prevent modern slavery, for all staff and contractors providing services to Enkaare or Enkaare clients. The module will be mandatory for all personnel and will further embed Enkaare's efforts to prevent modern slavery and human trafficking within our global company culture.

Approval

This statement constitutes Enkaare's modern slavery and human trafficking statement for the financial year ending December 31, 2021, as approved by the Enkaare L.L.C. Board of Directors ("Board") on behalf of the Enkaare group on February 8, 2022.

Signed on behalf of Enkaare L.L.C. by:

Karanja Gacuca

Director, Enkaare L.L.C. for and on behalf of itself and the Enkaare group

Terms of Use

These terms of use are entered into by and between You and Enkaare L.L.C. ("**Company**," "**we**," or "**us**"). The following terms and conditions ("**Terms of Use**") govern your access to and use of Enkaare.com, including any content, functionality and services offered on or through Enkaare.com or any of its Platforms (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://enkaare.com/privacy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. Be advised to use a strong password that is unique and private to you only. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. When using a public wifi you can improve your security by using a personal VPN or using a private browser window if you are on a public computer.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes, other than as contemplated by your contractual agreement or relationship with Enkaare, any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

Enkaare, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions and Feedback

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

To the extent that you provide Enkaare with any comments, suggestions or other feedback regarding Enkaare's products, services, or website as a whole (collective, the **"Feedback"**), you will be deemed to have granted Enkaare an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Enkaare is under no obligation to implement any Feedback it may receive from you.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions or Feedback posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions or Feedback for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution or Feedback that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution or Feedback violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

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If you believe that any User Contributions violate your copyright, please contact legal@enkaare.com. It is the policy of the Company to terminate the user accounts of repeat infringers.

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Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.

- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

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If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, in each case located in the City of Baltimore, Baltimore City County, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy, constitute the sole and entire agreement between you and Enkaare L.L.C. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

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