

This **CUSTOMER DATA INTRA GROUP AGREEMENT** ("**Agreement**") is made on 20th April 2023

Between:

- (1) **SHL Global Management Limited** a private limited company, whose registration number is 11172367, existing under the laws of England and Wales with registered office address The Pavilion, 1 Atwell Place, Thames Ditton, Surrey KT7 ONE, United Kingdom ("**Parent Company**"); and
 - (2) **THOSE ENTITIES IDENTIFIED IN Schedule 1** (each a "**Data Exporter**" and together the "**Data Exporters**"); and
 - (3) **THOSE ENTITIES IDENTIFIED IN Schedule 2** (each a "**Data Importer**" and together the "**Data Importers**"),
- (each a "**party**" and together the "**parties**").

1 INTRODUCTION

- A The parties are all members of the same group of companies (as defined below, **SHL**).
- B The parties wish to be able to transfer Personal Data between them. The transfer of Personal Data by each Data Exporter to a Data Importer may be subject to data privacy laws in the European Economic Area and/or UK.
- C The Personal Data will consist of data relating to: (i) candidates, assessments and test results collected or generated during the use of the parties' selection and employee development assessment products and services; (ii) employees of clients collected via SHL websites, assessment platforms, and other client products or services; or (iii) survey responses or other information submitted to any party by a candidate, or client.
- D The parties wish to ensure, where transfers take place from the Data Exporters to the Data Importers, that adequate safeguards are in place with respect to the protection of the privacy of individuals in order to facilitate compliance with applicable data protection laws, including Articles 44 and 46 of 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, and repealing Directive 95/46/EC ("**GDPR**") and UK Data Protection Law.
- E This Agreement incorporates the Standard Contractual Clauses and the UK Addendum, which set out the terms that apply in relation to international transfers of Personal Data to locations outside the EEA, Switzerland and the UK.
- F The purpose of this Agreement is to ensure that each Data Exporter that processes and transfers personal information, and each Data Importer that receives and processes personal information, complies with relevant data protection and data privacy law requirements and that the data security provisions between each party and its clients are flowed down to the Sub-Processors.
- G To avoid the need for each Data Exporter to enter into a separate agreement with each Data Importer, this Agreement constitutes a multilateral agreement that binds all parties upon the respective execution. This is a freestanding Agreement that does not incorporate commercial business terms between the parties.
- H The parties acknowledge that the existence of this Agreement does not avoid the need to take other steps to justify intra group transfers in respect of personal data where necessary under national laws or regulation.

2 INTERPRETATION

2.1 In this Agreement:

Accession Agreement has the meaning given to it in Clause 3.2 of this Agreement.

Affiliate means any entity that is a branch, subsidiary or associated company of Parent Company or a branch of a subsidiary or associated company of Parent Company from time to time.

Commencement Date means the date of this Agreement.

Controller to Controller SCCs means the EEA Controller to Controller SCCs and the UK Controller to Controller SCCs (as applicable).

Data Protection Law means the following (each as applicable):

- (a) EEA Data Protection Law; and
 - (b) UK Data Protection Law; and
 - (c) any other applicable data privacy or data protection laws or regulations; and
 - (d) any associated binding judgments of any competent tribunal, regulatory body, or court of law;
- each as applicable and as amended, supplemented, substituted or replaced from time to time.

EEA Controller to Controller SCCs means the relevant module of the Standard Contractual Clauses, for the transfer of Personal Data from a Data Exporter acting as a Controller to a Data Importer acting as a Controller, which is approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021. The references to the relevant articles, which together form the EEA Controller to Controller SCCs are set out in Schedule 4.

EEA Controller to Processor SCCs means the relevant module of the Standard Contractual Clauses, for the transfer of Personal Data from a Data Exporter acting as a Controller to a Data Importer acting as a Processor, which is approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021. The references to the relevant articles, which together form the EEA Controller to Processor SCCs are set out in Schedule 5.

EEA Processor to Processor SCCs means the relevant module of the Standard Contractual Clauses, for the transfer of Personal Data from a Data Exporter acting as a Processor to a Data Importer acting as a Processor, which is approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021. The references to the relevant articles, which together form the EEA Processor to Processor SCCs are set out in Schedule 6.

EEA Data Protection Law means GDPR (and any laws of Member States of the EEA implementing or supplementing the GDPR).

EEA means the European Economic Area which is constituted, at the date of this Agreement, by the 27 member states of the EU together with Norway, Liechtenstein and Iceland.

Restricted Intra Group Transfer means an intra group transfer of Personal Data which, subject to the paragraph below, is:

- a) from a Data Exporter subject to GDPR which is only permitted in accordance with EEA Data Protection Law if a Transfer Solution is applicable to that transfer ("**EEA Restricted Intra Group Transfer**"); and/or
- b) from a Data Exporter subject to UK Data Protection Law which is only permitted in accordance with UK Data Protection Law if a Transfer Solution is applicable to that transfer ("**UK Restricted Intra Group Transfer**"); and/or

- c) from a Data Exporter subject to Data Protection Law applicable in Switzerland which is only permitted under that law if a Transfer Solution is applicable to that transfer ("**Swiss Restricted Intra Group Transfer**");

Transfers of Personal Data will not be considered a Restricted Intra Group Transfer where:

- a) the jurisdiction to which the Personal Data is transferred has been approved by the European Commission pursuant to Article 25(6) of the EC Directive 95/46 or Article 45 of the GDPR or, as applicable, an equivalent provision under UK Data Protection Law or Swiss Data Protection Law, as ensuring an adequate level of protection for the processing of personal data (an "**Adequate Country**"); or
- b) the transfer falls within the terms of a derogation as set out in Article 49 of the GDPR or the UK GDPR (as applicable).

Standard Contractual Clauses means the EEA Controller to Controller SCCs, EEA Controller to Processor SCCs, EEA Processor to Processor SCCs, UK Controller to Controller SCCs, UK Controller to Processor SCCs and UK Processor to Processor SCCs (as applicable).

Transfer Solution means the Standard Contractual Clauses and/or any other means of transferring Personal Data under the Data Protection Law applicable to a relevant transfer of Personal Data that has the effect of permitting that transfer in accordance with such Data Protection Laws.

UK Addendum means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers as approved pursuant to Section 119A of the Data Protection Act 2018 as may be supplemented, modified or replaced from time to time.

UK Controller to Controller SCCs means the UK Addendum and the EEA Controller to Controller SCCs and which is amended and incorporated into this Agreement by Schedule 4.

UK Controller to Processor SCCs means the UK Addendum and the EEA Controller to Processor SCCs and which is amended and incorporated into this Agreement by Schedule 5.

UK Data Protection Law means UK GDPR and the UK Data Protection Act 2018.

UK GDPR has the meaning set out in the UK Data Protection Act 2018.

UK Processor to Processor SCCs means the UK Addendum and EEA Processor to Processor SCCs and which is amended and incorporated into this Agreement by Schedule 6.

In addition to the terms defined in Clause 2.1, for the purposes of this Agreement, the terms **Personal Data**, **Controller**, **Processor**, **Processing**, **Data Subject**, **Member State** and **Supervisory Authority**, shall have the meanings ascribed to them under Data Protection Law.

2.2 Except where otherwise stated, a reference in the main body of this Agreement to a Clause or Schedule is to a clause or schedule of or to this Agreement.

2.3 In the main body of this Agreement, reference to any gender includes the others and a reference to the singular includes the plural and vice versa.

2.4 The headings in the main body of this Agreement do not affect its interpretation.

- 2.5 References to legislation include any statute, regulation or order as amended extended, re-enacted or replaced from time to time.

3 ADHERENCE OF THE PARTIES TO THIS AGREEMENT

- 3.1 By execution of this Agreement, the Parent Company is bound by this Agreement vis-à-vis each Affiliate who is party to this Agreement and each Affiliate is bound by this Agreement vis-à-vis the Parent Company and each other Affiliate who is party to this Agreement.
- 3.2 Each party agrees that any Affiliate not listed at Schedule 1 or Schedule 2 on the Commencement Date (including any Affiliate not in existence at, or an entity which becomes an Affiliate after, the Commencement Date) may become a party to the Agreement and any applicable Transfer Solution by entering into a separate accession agreement with the Parent Company substantially in the form set out in Schedule 8 ("**Accession Agreement**") and each existing Party agrees that the Parent Company may enter into such Accession Agreement for and on its behalf. This Agreement and the applicable Transfer Solution(s) become effective between the Parent Company and each Affiliate which is a party to this Agreement on the one hand and the Affiliate which becomes a party to this Agreement by executing the respective accession agreement on the other hand from the date of signature of the accession agreement. The Parent Company shall, if it deems it necessary, inform the existing parties of any such accessions.
- 3.3 On execution of this Agreement, and at any time during the term of the Agreement, the Parent Company may, and all other parties, shall hereby agree to amend any Transfer Solution if required to update it to reflect Data Protection Law and/or Annexes of the Standard Contractual Clause to make changes to the data transfers described therein and to include the descriptions of additional data transfers. When doing so, Parent Company will, if it deems it necessary, provide to all parties a notice in writing of amendment. If an Affiliate opposes the amendment for a justified reason it may terminate the Agreement as set out in Clause 8.3 or object to the amendment, respectively by providing at least 60 days' notice to the Parent Company. In the latter case, the amendment of the Standard Contractual Clauses shall have no effect as regards the relationship between this Affiliate and any other party to this Agreement.
- 3.4 For the avoidance of doubt, save as expressly set out in this Agreement, the rights and obligations of the parties under the provisions of this Agreement other than Clause 7 remain applicable even where a Processing activity undertaken by a Party does not involve a Restricted Transfer.
- 3.5 Without prejudice, at any time during the term of the Agreement, any party may request and all other parties are hereby deemed to agree to any amendments of the Agreement which are necessary for compliance with Data Protection Law.
- 3.6 The Affiliates agree to the terms of this Agreement in consideration of the sum of £10 paid by Parent Company to each Affiliate receipt of which is hereby acknowledged.

4 LAWFUL PROCESSING

- 4.1 Each party shall ensure that it Processes the Personal Data disclosed under this Agreement fairly and lawfully in accordance with Data Protection Law and each Data Exporter warrants to each Data Importer in relation to any Personal Data disclosed to them that such disclosure is justified by a lawful basis under applicable Data Protection Law.

5 JOINT CONTROLLERSHIP

- 5.1 The parties agree that for the purposes of their processing of the Personal Data in connection with this Agreement and to the extent that each of them are processing the Personal Data in its capacity as a Controller, where they separately determine the purposes and means of the processing, they shall be separate Data Controllers.
- 5.2 Without prejudice to Clause 5.1, where the Data Importer and the Data Exporter jointly determine the purposes and means of any processing that they undertake, they shall be joint controllers as defined under Data Protection Law. The parties shall also enter into a joint controller agreement in the form of Schedule 9 in relation to each type of processing where the Data Importer and Data Exporter act as joint controllers setting out the responsibilities of each Party. Save as may otherwise be agreed in writing between the Data Exporter and Data Importer, and unless and to the extent otherwise determined by Data Protection Law, the Data Exporter shall be responsible for compliance with all applicable rights of Data Subjects under Data Protection Law, including but not limited to providing the information referred to in Articles 13 and 14 of GDPR. The Data Exporter and Data Importer will direct enquiries from data subjects, on receipt, to the Data Exporter's nominated contact point for this Agreement, which is set out in Schedule 1, or such other point of contact as agreed in writing between them.

PROCESSOR OBLIGATIONS

- 6 With respect to Processing of Personal Data where a Data Importer is acting as Processor in its Processing of
- 6.1 Personal Data received from a Data Exporter, the Data Importer will comply with the obligations set out in Schedule 11 (Processing Obligations). The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of Data Subjects are set out in Schedule 3 and Schedule 4 of this Agreement.

INTERNATIONAL TRANSFERS

- 7 Where a Restricted Intra Group Transfer is made, the parties shall have comply with the provisions of Clauses 7.2 and 7.3 (as applicable) other than to the extent an alternative Transfer Solution applies in respect of the relevant Restricted Intra Group Transfer.
- 7.1
- Where an EEA Restricted Intra Group Transfer or Swiss Restricted Intra Group Transfer is made, the parties shall:
- 7.2
- 7.2.1 to the extent that each of the Data Exporter and Data Importer is processing the Personal Data in its capacity as a Controller, comply with the EEA Controller to Controller SCCs (which are hereby incorporated into this Agreement as amended by Schedule 1);
- 7.2.2 to the extent that the Data Exporter is processing the Personal Data in its capacity as a Controller and the Data Importer is processing the Personal Data in its capacity as a Processor, comply with the EEA Controller to Processor SCCs (which are hereby incorporated into this Agreement as amended by Schedule 1); and
- 7.2.3 to the extent that each of the Data Exporter and Data Importer is processing the Personal Data in its capacity as a Processor, comply with the EEA Processor to Processor SCCs (which are hereby incorporated into this Agreement as amended by Schedule 1).
- 7.3 Where a UK Restricted Intra Group Transfer is made, the parties shall:

- 7.3.1 to the extent that each of the Data Exporter and the Data Importer is processing the Personal Data in its capacity as a Controller, comply with the UK Controller to Controller SCCs (which are hereby incorporated into this Agreement as amended by Schedule 3);
- 7.3.2 to the extent that the Data Exporter is processing the Personal Data in its capacity as a Controller and the Data Importer is processing the Personal Data in its capacity as a Processor, comply with the UK Controller to Processor SCCs (which are hereby incorporated into this Agreement as amended by Schedule 3); and
- 7.3.3 to the extent that each of the Data Exporter and the Data Importer is processing the Personal Data in its capacity as a Processor, comply with the UK Processor to Processor SCCs (which are hereby incorporated into this Agreement as amended by Schedule 3).
- 7.4 Each party's respective roles under each applicable Standard Contractual Clauses are set out in Schedule 1 and Schedule 2. The information and processing details that the parties are required to include in each respective Standard Contractual Clauses are set out in Schedule 3, Schedule 4, Schedule 5 Schedule 6, Schedule 7 and Schedule 8.
- 7.5 Without prejudice, each party that acts as a Data Importer under this Agreement (**Data Importer A**) also agrees with each Data Importer that discloses to Data Recipient A any party Personal Data it has itself received from a Data Exporter (**Data Importer B**) that it shall comply with the terms of this Agreement and with the terms of any relevant Transfer Solution that was applicable to the disclosure of that Personal Data to Data Recipient B by the relevant Data Exporter (irrespective of whether Data Importer A is processing such Personal Data in its capacity as a Controller or Processor).
- 7.6 Where any replacement of, or amendment to, a Transfer Solution is approved by the competent authority/ies (including the European Commission or a Supervisory Authority or UK Government Department) (**New Solution**), the New Solution will be deemed to replace the applicable Transfer Solution under this Agreement from the date on which the Parent Company issues notice to the other parties and shall be deemed to take effect and be binding on the parties from the date of such notice. In the event reasonably required by a Data Exporter or Data Importer or where required by Data Protection Law or on request by a Superiority Authority or other governmental body, the Data Exporter and Data Importer shall enter into signed copies of the Transfer Solution or New Solution with details of processing as set out in, or substantially similar to, those set out in the applicable Standard Contractual Clauses.

8 TERMINATION

- 8.1 This Agreement shall commence on the Commencement Date and shall continue in force in relation to each Affiliate until it is terminated in accordance with Clause 8.2 and 8.3 in respect of that Affiliate. This Agreement shall remain in force in respect to any remaining parties pursuant to this Clause 8.1. Upon termination of this Agreement in respect to all parties under Clause 8.2, this Agreement shall terminate.
- 8.2 The Parent Company may suspend or terminate this Agreement in whole or in part in respect of any or all of the Affiliates, with or without prior notice to the relevant Affiliate(s).
- 8.3 Any Data Exporter or Data Importer to this Agreement may suspend or terminate this Agreement at any time (in respect of its own participation in the Agreement only) by providing at least 60 days notice to the Parent Company.
- 8.4 Where a party suspends or terminates this Agreement under this Clause 8, the Parent Company shall provide notice of such party's suspension or termination to all other parties.

- 8.5 Where the Parent Company exercises their rights under Clause 8.2 or any other party exercises its rights under Clause 8.3, no suspension or termination shall affect the obligations of the Parent Company or the Affiliates under a Transfer Solution in respect of a Restricted Intra Group Transfer prior to the suspension or termination.

9 GOVERNING LAW

- 9.1 Subject to Clause 9.2 this Agreement shall be governed by and construed in accordance with the law of England. The parties agree to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising out of or in connection with this Agreement.
- 9.2 The governing law and jurisdiction in respect of the Standard Contractual Clauses shall be as set out in Schedule 1. Where this Agreement is referred to in this context of particular processing (for example, with regard to the terms and effect of a Transfer Solution within its scope) the governing law in relation to that Transfer Solution shall be the law of the country where the Data Exporter is established.

10 NOTICE

- 10.1 A notice under this Agreement may be validly served in writing by post, or by email to the registered office of the Parent Company or the relevant Affiliate with a copy to the relevant person named in Schedule 1 or Schedule 2 (as applicable) by email or by post at the email or postal address there specified. Each such notice shall be deemed served if sent by email on the day of sending if a business day, or if by post 2 business days after posting, or if by international airmail 5 business days after posting. In this Clause 10, reference to business days shall mean any day excluding weekends and public holidays in the jurisdiction to which the relevant notice has been sent.

11 GENERAL

- 11.1 This Agreement, together with all schedules hereto (each of which is incorporated herein by this reference) sets out the entire agreement between the parties and supersedes any previous agreement between them in relation to the subject matter of this Agreement.
- 11.2 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.3 If at any time any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction in relation to any party, that shall, so long as the commercial purpose of this Agreement is still capable of performance, not in any way affect or impair:
- 11.3.1 the validity, legality or enforceability in that jurisdiction and in relation to that party of any other provision of this Agreement; or
- 11.3.2 the validity, legality or enforceability under the law of any other jurisdiction or in relation to any other party of that or any other provision of this Agreement.
- 11.4 No provision of this Agreement creates a partnership between any of the parties or makes a party the agent of another party for any other purpose save as expressly set out in this Agreement. A party has no authority or power to bind, contract in the name of, or create a liability for another party in any way or for any purpose by virtue of this Agreement save as expressly set out in this Agreement.
- 11.5 A party may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under this Agreement without having first obtained the express consent of the

Parent Company. The Parent Company may assign, novate or otherwise transfer its rights and obligations under this Agreement by giving notice to the other parties.

- 11.6 Save as expressly set out in this Agreement (including its schedules), for the purposes of the Contracts (Rights of Third parties) Act 1999, this Agreement is not intended to, and does not, give any person who is not a party any rights to enforce any provisions contained in it and any other provision of this Agreement which expressly provides for enforcement by a third party shall be enforceable in accordance with its express terms.
- 11.7 This Agreement may be executed in any number of counterparts, each of which when signed shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement.
- 11.8 In the event of translation of this Agreement into a language other than English and there being a conflict between the translation and the English version, the English language version shall prevail.

[SIGNATURES AT THE END OF THE AGREEMENT]

Schedule 1 - DATA EXPORTERS

The following Affiliates act as Data Exporters under and in relation to this Agreement: Affiliate Name	Affiliate DP Registration Number	Affiliate Registered Address(es)	Contact Point for Data Protection Enquiries	Name and contact details (email and postal address) for notices
SHL Global Management Limited (Parent Company)	Z9730387	The Pavilion 1 Atwell Place Thames Ditton Surrey KT7 ONE United Kingdom	dpo@shl.com	Legal Department SHL Global Management Limited The Pavilion 1 Atwell Place Thames Ditton Surrey KT7 ONE United Kingdom With a copy to legal@shl.com
SHL AG		Zurigo Branch Splungenstrasse 6 8002 Zurich	dpo@shl.com	Legal Department SHL AG C/O Seal Consulting SA Zurigo Branch Splungenstrasse 6 8002 Zurich
SHL Belgium SA		Da Vincilaan 2 bus, 203 1930 Zaventem, Belgium	dpo@shl.com	Legal Department SHL Belgium SA Da Vincilaan 2, Bus 203, 1930, Zaventem, Belgium With a copy to legal@shl.com
SHL Finland, SHL Product Ltd: n Suomen sivuliike [SHL Finland, a Finnish branch of SHL Product Ltd]		SHL Finland, branch of SHL Product Ltd, c/o Scandinavian Trust OY, Frederikinkatu 61 A, 00100 Helsinki, Finland	dpo@shl.com	Legal Department SHL Finland, branch of SHL Product Ltd, c/o Scandinavian Trust OY, Frederikinkatu 61 A, 00100 Helsinki, Finland With a copy to legal@shl.com
SHL France SAS		Office GR-107 C/O WeWork 7 Rue De Madrid Paris Ile-de-France 75008 France	dpo@shl.com	Legal Department SHL France SAS Office GR-107 C/O WeWork 7 Rue De Madrid, Paris Ile-de-France, 75008 France With a copy to legal@shl.com
SHL Group Limited	Z9730387	The Pavilion 1 Atwell Place Thames Ditton Surrey KT7 ONE United Kingdom	dpo@shl.com	Legal Department SHL Group Limited The Pavilion Atwell Place Thames Ditton Surrey KT7 ONE With a copy to legal@shl.com

SHL Group Denmark, filial af SHL Product Ltd, UK [SHL Group Denmark, branch of SHL Product Ltd UK]		SHL Group Denmark C/O Scandinavian Trust ApS Hammerensgade 1, 2. 1267 København K Danmark	dpo@shl.com	SHL Group Denmark C/O Scandinavian Trust ApS Hammerensgade 1, 2. 1267 København K Danmark With a copy to legal@shl.com
SHL Group Sverige, filial till SHL Product Ltd UK [SHL Group Sweden, branch of SHL Product Ltd UK]		SHL Group Sverige C/O Scandinavian Trust AB Birger Jarlsgatan 12, 114 34 Stockholm Sweden	dpo@shl.com	SHL Group Sverige C/O Scandinavian Trust AB Birger Jarlsgatan 12, 114 34 Stockholm Sweden With a copy to legal@shl.com
SHL Italy Srl "unipersonale"		via Boezio n.6 00193 Rome	dpo@shl.com	Legal Department SHL Italy Srl "unipersonale via Boezio n.6 00193 – Rome With a copy to legal@shl.com
SHL Nederland BV		Office 905, 9th Floor Central Park, Stadsplateau 29, Utrecht 3521	dpo@shl.com	Legal Department SHL Nederland BV Office 905, 9th Floor Central Park, Stadsplateau 29, Utrecht 3521 With a copy to legal@shl.com
SHL Norge A/S		SHL Norge A/S C/O Scandinavian Trust Fridtjof Nansens Plass 4 0160 Oslo Norway	dpo@shl.com	Legal Department SHL Norge A/S C/O Scandinavian Trust Fridtjof Nansens Plass 4 0160 Oslo Norway With a copy to legal@shl.com
SHL Product Limited	Z9730387	The Pavilion 1 Atwell Place Thames Ditton Surrey KT7 ONE United Kingdom	dpo@shl.com	Legal Department SHL Group Limited The Pavilion, 1 Atwell Place Thames Ditton Surrey KT7 ONE, United Kingdom With a copy to legal@shl.com
SHL Saville & Holdsworth (Deutschland) GmbH		Speicherstraße 59 60327 Frankfurt am Main Germany	dpo@shl.com	Legal Department SHL Saville & Holdsworth (Deutschland) GmbH Speicherstraße 59 60327 Frankfurt am Main Germany With a copy to legal@shl.com

Schedule 2 – Data Importers

The Parent Company and the following Affiliates act as Data Importers under and in relation to this Agreement:

Affiliate Name	Affiliate Registered Address	Contact Point for Data Protection Inquiries	Name and contact details (email and postal address) for notices)
SHL Australia Pty Limited	Level 2, 99 Elizabeth Street Sydney NSW 2000 Australia	dpo@shl.com	Legal Department SHL Australia Pty Limited Level 2, 99 Elizabeth Street Sydney NSW 2000 Australia with a copy to legal@shl.com
SHL Canada Inc.	Suite 6000, 1 First Canadian Place, 100 King Street West, Toronto, ON M5X 1E2	dpo@shl.com	Legal Department SHL Canada Inc. C/O DLA Piper Suite 6000, First Canadian Place, 100 King Street West, Toronto, ON M5X 1E2 with a copy to legal@shl.com
SHL China Ltd	Unit 307-308 3/F 233 Taicang Road Huangpu District Shanghai Postal Code :200020 China	dpo@shl.com	Legal Department SHL China Ltd Unit 307-308 3/F 233 Taicang Road Huangpu District Shanghai Postal Code :200020 China with a copy to legal@shl.com
SHL Hong Kong Limited	16th Floor 111 Leighton Road Causeway Bay Hong Kong	dpo@shl.com	Legal Department SHL Hong Kong Limited 16th Floor 111 Leighton Road Causeway Bay Hong Kong with a copy to legal@shl.com
SHL (India) Private Limited	Seventh Floor, Godrej BKC, Bandra East Mumbai City Mumbai Maharashtra 400051 India	dpo@shl.com	Legal Department SHL (India) Private Limited Seventh Floor, Godrej BKC, Bandra East, Mumbai City Mumbai, Maharashtra 400051 India with a copy to legal@shl.com

SHL Saudi Arabia LLC	Suite 1405, 28th Floor Kingdom Centre PO Box 230888 Riyadh 11321 Saudi Arabia	dpo@shl.com	Legal Department SHL Saudi Arabia Suite 1405, 28th Floor Kingdom Centre PO Box 230888 Riyadh 11321 Saudi Arabia with a copy to legal@shl.com
SHL Saville & Holdsworth (Proprietary) Limited	Ground Floor, Block D Southdowns Office Park Cnr of John Vorster Road and Karee Road Iren Ext 54 Centurion 0157 South Africa	dpo@shl.com	Legal Department SHL Saville & Holdsworth (Proprietary) Limited Ground Floor, Block D Southdowns Office Park Cnr of John Vorster Road and Karee Road Iren Ext 54 Centurion 0157 South Africa with a copy to legal@shl.com
SHL Singapore Pte. Limited	Level 5 Marina One East Tower 7 Straits View 018936 Singapore	dpo@shl.com	Legal Department SHL Singapore Pte. Limited Level 5 Marina One East Tower 7 Straits View 018936 Singapore with a copy to legal@shl.com
SHL Middle East and Africa FZ LLC	Dubai Knowledge Village Block 2A Suite G46 P.O. Box 500715 Dubai United Arab Emirates	dpo@shl.com	Legal Department SHL Middle East and Africa FZ LLC Dubai Knowledge Village Block 2A Suite G46 P.O. Box 500715 Dubai United Arab Emirates with a copy to legal@shl.com
SHL New Zealand Limited	Level 10, The Auckland Club Tower 34 Shortland Street Auckland New Zealand	dpo@shl.com	Legal Department SHL New Zealand Limited Level 10, The Auckland Club Tower 34 Shortland Street, Auckland, New Zealand with a copy to legal@shl.com
SHL Philippines Inc.	Unit 12, 24 th Floor, BGC Corporate Center, 30 th Street Corner, 11 th Avenue, Bonifacio Global City Taguig, Metro Manila, 1634, Philippines	dpo@shl.com	Legal Department SHL Philippines Inc. Unit 12, 24 th Floor, BGC Corporate Center, 30 th Street Corner, 11 th Avenue, Bonifacio Global City Taguig, Metro Manila, 1634, Philippines With a copy to legal@shl.com
SHL Product Limited Abu Dhabi Branch	Office 185 Al Hashem Marble Building Musaffah M39 Abu Dhabi	dpo@shl.com	Legal Department SHL Product Limited – Abu Dhabi Branch Office 185 Al Hashem Marble Building Musaffah M39 Abu Dhabi with a copy to legal@shl.com

SHL US LLC	111 Washington Avenue Suite 500, Minneapolis, MN 55401, USA	dpo@shl.com	Legal Department SHL US LLC 111 Washington Avenue Suite 500, Minneapolis, MN 55401, USA With a copy to legal@shl.com
Beijing Aspiring Minds Information Consulting Co Limited	Room 606, Floor 5 Building 1 No.93, Jianguo Road Chaoyang District Beijing China	dpo@shl.com	Legal Department Beijing Aspiring Minds Information Consulting Co. Ltd Room 606, Floor 5, Building 1 No.92 Jianguo Road, Chaoyang District, Beijing China with a copy to legal@shl.com
Aspiring Minds Assessment Private Limited	24 Pusa Road 1st Floor New Delhi, 110005 India	dpo@shl.com	Legal Department Aspiring Minds Assessment Private Limited 24 Pusa Road 1st Floor New Delhi, 110005 India with a copy to legal@shl.com
Aspiring Minds FZ-LLC	Exclusive Desk No. 32 Ground Floor, Building: 16 Dubai Internet City United Arab Emirates	dpo@shl.com	Legal Department Aspiring Minds FZ-LLC Exclusive Desk No. 32 Ground Floor, Building: 16 Dubai Internet City United Arab Emirates with a copy to legal@shl.com
Aspiring Minds, Inc.	1811 Silerside Road Wilmington City New Castle County 19810-4345 United States	dpo@shl.com	Legal Department Aspiring Minds, Inc. 1811 Silerside Road Wilmington City New Castle County 19810-4345 United States With a copy to legal@shl.com

Schedule 1 Standard Contractual Clauses

1 EEA Standard Contractual Clauses

	EEA Controller to Controller SCCs	EEA Controller to Processor SCCs	EEA Processor to Processor SCCs
References to the relevant articles, which together form the relevant Standard Contractual Clauses	Clause 1; Clause 2; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; Clause 8 Module One; Clause 10 Module One; Clause 11(a); Clause 11 Module One; Clause 12 Module One; Clause 13 Module One; Clause 14 Module One; Clause 15 Module One; Clause 16 Module One; Clause 17 Module One; Clause 18 Module One; including any relevant appendices. Where any of these clauses provide for an optional provision, the parties' choices with respect to such optional provisions are set out below.	Clause 1; Clause 2; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; Clause 8 Module Two; Clause 9 Module Two; Clause 10 Module Two; Clause 11(a); Clause 11 Module Two; Clause 12 Module Two; Clause 13 Module Two; Clause 14 Module Two; Clause 15 Module Two; Clause 16 Module Two; Clause 17 Module Two; Clause 18 Module Two; including any relevant appendices. Where any of these clauses provide for an optional provision, the parties' choices with respect to such optional provisions are set out below.	Clause 1; Clause 2; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; Clause 8 Module Three; Clause 9 Module Three; Clause 10 Module Three; Clause 11(a); Clause 11 Module Three; Clause 12 Module Three; Clause 13 Module Three; Clause 14 Module Three; Clause 15 Module Three; Clause 16 Module Three; Clause 17 Module Three; Clause 18 Module Three; including any relevant appendices. Where any of these clauses provide for an optional provision, the parties' choices with respect to such optional provisions are set out below
Optional Clause 7 (Docking Clause)	The parties agree that Clause 7 shall apply.	The parties agree that Clause 7 shall apply.	The parties agree that Clause 7 shall apply.
Clause 9 (a) options (use of sub processors)	N/A	Option 2: General Written Authorisation the parties specify the time period as follows: 30 days	Option 2: General Written Authorisation the parties specify the time period as follows: 30 days
Optional Clause 11(a) (Redress)	The optional clause under Clause 11 (a) shall not apply.	The optional clause under Clause 11 (a) shall not apply.	The optional clause under Clause 11 (a) shall not apply.
Optional Clause 13(a) (competent	The competent Supervisory Authority shall be the competent Supervisory	The competent Supervisory Authority shall be the competent Supervisory	The competent Supervisory Authority shall be the competent Supervisory

supervisory authority)	Authority that has supervision over the relevant Data Exporter in accordance with Clause 13.	Authority that has supervision over the relevant Data Exporter in accordance with Clause 13.	Authority that has supervision over the relevant Data Exporter in accordance with Clause 13.
Optional Clause 17	For the purposes of Clause 17 of the EEA Controller to Controller SCCs, the parties agree to select Option 1 of Clause 17.	For the purposes of Clause 17 of the EEA Controller to Controller SCCs, the parties agree to select Option 1 of Clause 17.	For the purposes of Clause 17 of the EEA Controller to Controller SCCs, the parties agree to select Option 1 of Clause 17.
Clause 17 (Governing Law): for the purposes of Clause 17 the parties agree that the governing law shall be as follows.	Netherlands	Netherlands	Netherlands
Clause 18 (Courts): for the purposes of Clause 18 paragraph (b) the parties agree that any dispute shall be resolved by:	the courts of the Netherlands	the courts of the Netherlands	the courts of the Netherlands
Annex 1A: List of parties	As set out in Schedule 1 and Schedule 2.	As set out in Schedule 1 and Schedule 2.	As set out in Schedule 1 and Schedule 2.
Annex 1B: Description of Transfer	As set out in Schedule 2	As set out in Schedule 3	As set out in Schedule 4
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data	As set out in Schedule 5	As set out in Schedule 5	As set out in Schedule 5
Annex III: List of Sub processors	N/A	As set out in Schedule 6	As set out in Schedule 6

2 UK STANDARD CONTRACTUAL CLAUSES

	UK Controller to Controller SCCs	UK Controller to Processor SCCs	UK Processor to Processor SCCs
References to the relevant articles, which together form the relevant Standard Contractual Clauses	Clause 1; Clause 2; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; Clause 8 Module One; Clause 10 Module One; Clause 11(a); Clause 11 Module One; Clause 12 Module One; Clause 13 Module One; Clause 14 Module One; Clause 15 Module One; Clause 16 Module One; Clause 17 Module One; Clause 18 Module One; including any relevant appendices. Where any of these clauses provide for an optional provision, the parties' choices with respect to such optional provisions are set out below.	Clause 1; Clause 2; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; Clause 8 Module Two; Clause 9 Module Two; Clause 10 Module Two; Clause 11(a); Clause 11 Module Two; Clause 12 Module Two; Clause 13 Module Two; Clause 14 Module Two; Clause 15 Module Two; Clause 16 Module Two; Clause 17 Module Two; Clause 18 Module Two; including any relevant appendices. Where any of these clauses provide for an optional provision, the parties' choices with respect to such optional provisions are set out below.	Clause 1; Clause 2; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; Clause 8 Module Three; Clause 9 Module Three; Clause 10 Module Three; Clause 11(a); Clause 11 Module Three; Clause 12 Module Three; Clause 13 Module Three; Clause 14 Module Three; Clause 15 Module Three; Clause 16 Module Three; Clause 17 Module Three; Clause 18 Module Three; including any relevant appendices. Where any of these clauses provide for an optional provision, the parties' choices with respect to such optional provisions are set out below
Optional Clause 7 (Docking Clause)	The parties agree that Clause 7 shall apply.	The parties agree that Clause 7 shall apply.	The parties agree that Clause 7 shall apply.
Clause 9 (a) options (use of sub processors)	N/A	Option 2: General Written Authorisation the parties specify the time period as follows: 30 days	Option 2: General Written Authorisation the parties specify the time period as follows: 30 days
Optional Clause 11(a) (Redress)	The optional clause under Clause 11 (a) shall not apply.	The optional clause under Clause 11 (a) shall not apply.	The optional clause under Clause 11 (a) shall not apply.
Optional Clause 13(a) (competent supervisory authority)	The competent Supervisory Authority shall be the Information Commissioner's Office.	The competent Supervisory Authority shall be the Information Commissioner's Office.	The competent Supervisory Authority shall be the Information Commissioner's Office.

Annex 1A: List of parties	As set out in Schedule 1 and Schedule 2.	As set out in Schedule 1 and Schedule 2.	As set out in Schedule 1 and Schedule 2.
Annex 1B: Description of Transfer	As set out in Schedule 2	As set out in Schedule 3	As set out in Schedule 4
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data	As set out in Schedule 5	As set out in Schedule 5	As set out in Schedule 5
Annex III: List of sub processors	N/A	As set out in Schedule 6	As set out in Schedule 6
Which parties may end the UK Addendum as set out in Section 19 of the UK Addendum	As set out at Clause 8 of the Agreement.	As set out at Clause 8 of the Agreement.	As set out at Clause 8 of the Agreement.

Schedule 2 Controller to Controller SCCs Description of the Data Transfers

Data transfer	1	2
Categories of Data Subjects	Present and prospective employees of clients who have instructed the Data Exporter or an Affiliate to provide selection and employee development assessment products and services (" candidates ")	Employees of clients of and suppliers to all parties and other third parties (" business contacts ")
Purposes of Processing	<p>Carry out benchmarking to ensure that assessments remain fair, objective and prevent unfair discrimination;</p> <p>Develop and improve the services and assessments; and</p> <p>Create aggregate benchmark measurements against industry recognised differences for different groups, jobs and industries ("Benchmark Data") to be used for the above purposes.</p>	<p>Facilitating smooth running of the business through communication with clients</p> <p>Creating, maintaining, and building upon client and supplier relationships;</p> <p>Business planning;</p> <p>To fulfil a transaction initiated by a business contact;</p> <p>To fulfil a transaction initiated by a party such as the purchase of supplies or equipment;</p> <p>Keeping accounts and financial records;</p> <p>Sending administrative information such as notices related to product, service, or policy changes; and</p> <p>Preventing, detecting, mitigating, and investigating fraudulent or illegal activity.</p>
Nature of the Processing	<p>Collecting and combining the candidate data, assessment data, result data with optional research data and subsequently anonymising the dataset.</p> <p>Collecting Technical Information and Country of Residence</p>	Communicating with business contacts, processing, and recording of data to provide SHL talent assessment and talent management products and services

	Information	
Categories of Personal Data	<ul style="list-style-type: none"> • Personal details (surname, first name, middle initial etc.); • Contact details (address, telephone number, email address, facsimile number etc.); • Nationality; • Date of birth; Gender; • Job title/occupation; • Appraisal details or other information provided by the client; • Education and training details; • Employment details; • Assessment data (inputs and outputs from test); • Results from assessment; • Survey responses; • Audio and video recording; • Other non-sensitive personal data submitted via SHL websites. • Technical Information including browser types, operating systems and data/time stamps • Country of Residence Information 	<ul style="list-style-type: none"> • Personal details including name, office address, work telephone numbers and work email addresses, position title, level, function, and area of interest, and employer details such as organisation name, industry; • Financial details; • Services provided or purchased; • Testimonials; • Communications with business contacts; • Image capturing, such as photos taken at events, videos, and CCTV footage; • Information provided from publicly available sources; and • Any other personal information our business contacts provide in correspondence with us.
Sensitive data transferred (if applicable) and applied restrictions or safeguards	Not Applicable	Criminal offences.
Frequency of the transfer	<i>[Transfers shall be made on a continuous basis]</i>	<i>[Transfers shall be made on a continuous basis]</i>

Schedule 3 Controller to Processor Description of the Data Transfers

Data transfer	1	2
Categories of Data Subjects	<p>Present and prospective employees of clients who have instructed the Data Exporter or an Affiliate to provide selection and employee development assessment products and services</p> <p>Present employees of clients whose personal data is collected via SHL websites or other SHL programs or services;</p> <p>Clients and present and prospective employees or clients who have asked the Data Exporter or an Affiliate of the Data Exporter to collect survey responses or other information on their behalf (“candidates”)</p>	<p>Employees of clients of and suppliers to all parties and other third parties (“business contacts”)</p>
Purposes of Processing	<p>Data analysis and reporting;</p> <p>Providing web hosting and development services for all web systems used by the clients of the Data Exporter;</p> <p>Providing IT infrastructure and network services and support; and</p> <p>Providing back up and disaster recovery services.</p>	<p>Managing communications and client relationship management systems</p> <p>Fulfilling transactions initiated by business contacts or initiated by a party;</p> <p>Keeping accounts and financial records;</p> <p>Sending administrative information such as notices related to product, service, or policy changes; and</p> <p>Preventing, detecting, mitigating, and investigating fraudulent or illegal activity.</p>
Nature of the Processing	<p>For the purpose of SHL to provide SHL talent assessment, talent management products and services to Data Controller</p>	<p>For the purpose of SHL to provide SHL talent assessment, talent management products and services to Data Controller</p>

Categories of Personal Data	Personal details (surname, first name, middle initial etc.); Contact details (address, telephone number, email address, facsimile number etc.); Nationality; Date of birth; Gender; Job title/occupation; Appraisal details or other information provided by the client; Education and training details; Employment details; Assessment data (inputs and outputs from test); Results from assessment; Survey responses; Audio and video recording; Other non-sensitive personal data submitted via SHL websites.	Personal details including name, office address, work telephone numbers and work email addresses, position title, level, function, and area of interest, and employer details such as organisation name, industry; Financial details; Services provided or purchased; Testimonials; Communications with business contacts; Image capturing, such as photos taken at events, videos, and CCTV footage; Information provided from publicly available sources; and Any other personal information our business contacts provide in correspondence with us.
Sensitive data transferred (if applicable) and applied restrictions or safeguards	Still, periodic and/or moving image/video capture. ID card image capture Geolocation tag IP Address	Criminal offences.
Frequency of the transfer	<i>[Transfers shall be made on a continuous basis]</i>	<i>[Transfers shall be made on a continuous basis]</i>
Duration of the Processing	Term of the Agreement.	Term of the Agreement.
Subject matter of processing	As set out in Purpose of Processing row above.	As set out in Purpose of Processing row above.

Schedule 4 Processor to Processor Description of the Data Transfers

Data transfer	1	2
Categories of Data Subjects	Data Controller's employees	Data Controller's prospective employees.
Purposes of Processing	SHL affiliates to provide support and maintenance to the SHL online assessment platforms	SHL affiliates to provide support and maintenance to the SHL online assessment platforms
Nature of the Processing	For SHL to provide SHL talent assessment, talent management products and services to Data Controller	[For the purpose of SHL to provide SHL talent assessment, talent management products and services to Data Controller
Categories of Personal Data	Name, Email Address, Gender, Language, Data Exporter ID, employee demographic information, responses to assessments or survey, audio recordings, visual images and any other data requested by the Data Controller	Name, Email Address, Gender, Language, Data Exporter ID, employee demographic information, responses to assessments or survey, audio recordings, visual images and any other data requested by the Data Controller
Sensitive data transferred (if applicable) and applied restrictions or safeguards	<i>Not Applicable</i>	<i>Not Applicable</i>
Frequency of the transfer	<i>[Transfers shall be made on a continuous basis]</i>	<i>[Transfers shall be made on a continuous basis]</i>
Duration of the Processing	Term of the Agreement.	Term of the Agreement.
Subject matter of processing	As set out in Purposes of Processing row above.	As set out in Purposes of Processing row above.

Schedule 5 Technical and organisational security measures

Please see the “Information Security at SHL” Security & Compliance | SHL (as modified from time to time).

Description of the technical and organisational security measures implemented by the processor(s) to ensure an appropriate level of security, considering the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons.

- **Measures of pseudonymization and encryption of personal data**

Data importer operates under the principles of data minimization, processing only those categories of personal information required for the delivery of its products and services. All data is encrypted by Data importer to industry leading standards when at rest (256-bit AES) and in transit (TLS 1.2). Data utilized in major third party suppliers such as AWS (for hosting) and Microsoft (email and productivity) is encrypted with keys maintained by Data importer so as to render the data inaccessible to the third party.

- **Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and service.**

Data importer proactively manages, maintains, and measures the confidentiality, integrity, and availability of all systems and services used in the processing of data through ISO accredited management systems. Data importer’s integrated management system (IMS) incorporates information security (ISMS), data protection (PIMS), and business continuity (BCMS) to provide effective protection of data and assurance to its clients and stakeholders. Data importer holds ISO accreditations in these three key areas, meaning they are subject to regular internal and external assessment for suitability, discovery and management of risks, and continuous improvement.

- **Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.**

Data importer operates a business continuity and disaster recovery plan which is subject to ongoing testing and verification to ensure its suitability. The use of multiple data hosting sites in geographically disparate locations provides effective disaster recovery and service continuity in the event of an incident or outage. Data importer systems run weekly full backups with incremental daily backups which are encrypted and then transferred securely within the relevant AWS region. Backups are stored for 45 days before being deleted from S3 buckets.

- **Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing.**

As part of its ISO-accredited integrated management system, Data importer conducts an internal audit program to measure the effectiveness of its policies, procedures, and controls. Re-certification against ISO standards and other assurance initiatives provides external verification of the effectiveness of the IMS. Regular vulnerability testing is conducted across all internal systems and externally facing platforms to identify weaknesses and opportunities for improvement. This is supported by assessment against the OWASP Top Ten security risks, and annual external penetration testing of systems and web applications by a CREST-accredited supplier.

- **Measures for user identification and authorization**

All Data importer employees are assigned unique user IDs and login credentials to ensure proper identification and accountability of all users. Access is provisioned based on least privilege and role-based access control, validated by monthly review and audit of user system access lists. Authorization of access to Data importer systems is provided through multi-factor authentication and single sign-on services. Data importer utilizes Zscaler Private Access to provide secure zero trust access to users of its applications.

- **Measures for the protection of data during transmission**

Data importer utilizes TLS 1.2 for email services to provide encryption of data in transit. The transfer of any files containing personal information is facilitated through approved secure link services, password protection, and/or the encryption of data files to 256-bit AES.

- **Measures for the protection of data during storage**

Data at rest is subject to 256-bit AES encryption, utilizing keys operated entirely by Data importer to ensure no third-party access to data. Stored data is provisioned to staff utilizing role-based access control, with full system and OS logs to verify and hold accountable users to their actions. All Data importer endpoints are subject to full-disk encryption, utilize host-based intrusion prevention systems, and prevent the use of physical storage media by default.

- **Measures for ensuring physical security of locations at which personal data are processed.**

Data importer monitors access to its facilities using Closed-Circuit Television (CCTV) cameras, security personnel, automated access control systems (e.g., badge-activated door locks), and other available control mechanisms dependent on site. All employees and approved third party individuals are issued ID/security badges in order to gain entry to Data importer facilities, which dependent on role provide access to specific areas within a locale. AWS and other third-party suppliers processing personal data are required to provide contractual agreement to and evidence of similar physical levels of protection provided by security controls and logging of access.

- **Measures for ensuring events logging.**

Data importer utilizes Rapid7's InsightIDR for incident detection and response, authentication monitoring, and endpoint visibility. InsightIDR is a Software as a Service (SaaS) tool that collects data from existing network security tools, authentication logs, and endpoint devices, aggregating the data at an on-premises centralized Collector. Logs are stored for all systems through InsightIDR for a period of 12 months from the point of collection

- **Measures for ensuring system configuration, including default configuration.**

Through the use of centralized tools (InTune and ManageEngine), Data importer is able to implement and enforce the use of default configurations for end points. This includes the restriction of software to named and managed assets, web filtering, and ensuring the use of security tools. Updates and patching are managed through these systems to provide protection against vulnerabilities. The logging and monitoring of end points, along with the visibility of installed software packages and versions, ensures the consistent use of secure system configurations across the Data importer userbase.

- **Measures for internal IT and IT security governance and management**

Data importer's integrated management system provides visibility and control of business practices relating to information technology, information security, business continuity, and data protection. This is achieved through comprehensive use of compliance documentation, audit, risk management and treatment, improvement identification and tracking, and externally assessed accreditations. Further governance is achieved through quarterly management review meetings by the Compliance Board to ensure that the integrated management system remains suitable, adequate and effective, and meets the requirements of the organization. The Compliance Board consists of leaders across the organization, including the group managing director, and heads of IT, legal, and HR.

- **Measures for certification/assurance of processes and products**

To provide validation and assurance of the security of Data importer's products and services, the organization holds a number of external certifications in the areas of information security and data protection. These include:

- ISO 20000 – Service Management System
- ISO 22301 – Business Continuity Management System
- ISO 27001 – Information Security Management System

- ISO 27701 – Privacy Information Management
 - ISO 27018 – Protection of personally identifiable information (PII) in public clouds acting as PII processor.
 - Cloud Security Alliance (CSA)
 - Security Trust Assurance and Risk (STAR) Security Program
 - Cyber Security Essentials
 - All AWS regions utilized for data hosting are both ISO 27001 and SSAE 16/SOC 2 Type II certified.
- **Measures for ensuring data minimization.**

Data importer's products and services follow the principles of privacy-by-default and privacy-by design throughout their development and use lifecycles. A key part of this is ensuring only those categories of personal information are processed as required to ensure the provision of products and services. Data importer ensures it understands and utilizes only those data categories that are essential for purpose through the use of internal assessments such as PIAs and DPIAs across project lifecycles, and a pod system which sees a member of the information security team embedded in all projects from conception to delivery. As Data importer acts as a data processor for its clients, it advises controllers and works with them closely during onboarding to ensure that data minimization is configured and enforced throughout the use of its systems.
- **Measures for ensuring data quality.**

Data importer operates and measures through audits against its Data Retention Policy to ensure that personal data is deleted or anonymized at the end of its lifecycle or retention period. Where Data importer is operating as a data controller, it works with clients to establish and implement appropriate retention periods for personal data across projects and categories of personal information.
- **Measures for ensuring limited data retention.**

Data importer operates under the principles of data minimization, processing only those categories of personal information required for the delivery of its products and services.
- **Measures for ensuring accountability.**

Through the use of staff awareness education and compliance training, Data importer ensures that its employees understand their responsibilities around information security and data protection, and accountability for their actions. This is underpinned through the use of role-based access controls, confidentiality agreements, staff disciplinary processes, and full system logs.
- **Measures for allowing data portability and ensuring erasure**

Formal processes for data deletions and subject access requests are documented and shared with clients in order to facilitate the delivery of data subjects' rights. These are managed and tracked through a formal ticketing system with approvals, to ensure accurate and timely delivery.
- **For transfers to (sub-) processors, the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller.**

We ensure that detailed, organizational, technical, and supplementary measures exist at Sub-processor to be able to provide assistance to the Data exporter. Documented Information Security, Data Protection Policy, Other policies, and procedures are in place. Well documented encryption and DR process to keep data safe at transit or rest. Robust physical security and remote – working processes in place. Good system for incident logging, and a robust process and systems for data logging. Measures for data minimization, data quality, data retention, accountability, portability, and erasure

Schedule 6 Sub-processors

Name	Address	Contact person's name, position and contact details	Subject matter, nature and description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised)	Duration of processing	Technical and Organisational Measures to be taken by the sub-processor to be able to provide assistance to the exporter / importer
Amazon Web Services (AWS)	366 Upper Richmond Rd West, London SW14	AWS Compliance Reports Support - Amazon Web Services	Hosting of SHL systems	Continuous	As defined in Schedule 7
Microsoft	One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. Telephone: +353 1 706 3117	Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. Telephone: +353 1 706 3117.	Emails to and from SHL	Continuous	As defined in Schedule 7
Vonage	15 Bonhill St, Fl 3, London EC2A 4DN	privacy@vonage.com	Phone system used for SHL Customer	Continuous	As defined in Schedule 7
Qualtrics	6Th Floor, Aviation House, 125 Kingsway, London WC2B 6NH	legal@qualtrics-research.com	Customer satisfaction survey data	Continuous	As defined in Schedule 7
Zoom	55 Almaden Blvd 6th	privacy@zoom.us	Video conferencing platform	Continuous	As defined in Schedule 7

	FL, San Jose 95113				
Google Firebase	1600 Amphitheatre Parkway Mountain View, CA 94043 United States	dpo-google@google.com	Provision of text chat and file sharing in video interviews	Continuous	As defined in Schedule 7
Azure	One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. Telephone: +353 1 706 3117	Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. Telephone: +353 1 706 3117.	Transcription of dialogue from video interviews (only audio sent to Azure)	Continuous	As defined in Schedule 7
Nylas	944 Market St, San Francisco 94102	support@nylas.com	Tool for interview scheduling within SHL platforms	Continuous	As defined in Schedule 7
Twilio	101 Spear St, San Francisco, CA 94105	privacy@twilio.com	Screenshare functionality for video interviewing	Continuous	As defined in Schedule 7

Each party shall, at the direction of the Parent Company, a) provide all information to the Parent Company regarding the Sub-processors that they appoint to process Personal Data; and b) document and provide to the Parent Company a record of such Sub-processors ("**Sub-processor Records**"), which record shall document the name, address, contact person name and contact person details of each of their Sub-processors. Each party shall provide any additional information on Sub-processors if and when requested by the Parent Company.

The Parent Company shall be responsible for maintaining Sub-processor Records for all parties and shall make Sub-processor Records available to each party to the extent necessary to comply with Data Protection Law or as reasonably necessary to support the operations of the SHL Group.

Schedule 7 Form of Joint Controller Agreement

This JOINT CONTROLLER AGREEMENT is effective as of [date] between

(1) [Data Exporter], a company registered under the laws of [insert relevant jurisdiction] with its principal place of business at [insert address] (**Data Exporter**); and

(2) [Data Importer], a company registered under the laws of [insert relevant jurisdiction] with its principal place of business at [insert address] (**Data Importer**),

(each a **party** and together the **parties**).

INTRODUCTION

- A Reference is made to the Intra Group Agreement effective as of [date], made between the parties and certain of their affiliates, concerning the transfer of Personal Data from the Data Exporter to the Data Importer (**Intra Group Agreement**). The Data Exporter became party to that agreement on [date], and the Data Importer became party to that agreement on [date].
- B The parties are joint Controllers as regards the processing of that Personal Data set out below.
- C Pursuant to Article 26 of the GDPR (and the equivalent provisions of the UK Data Protection Law), the parties wish to record their agreement as their respective responsibilities for compliance with the obligations under the GDPR and UK Data Protection Law.

THE PARTIES AGREE AS FOLLOWS:

- 1 Where the context so permits, terms defined in the Intra Group Agreement shall bear the same meanings in this agreement.
- 2 This agreement is entered into pursuant to clause 5.1 of the Intra Group Agreement.
- 3 The parties are joint Controllers of the processing operations mentioned in the table below, as regards the respective types of Personal Data mentioned in the table below. The parties agree that the relevant party identified in the table below shall be responsible for compliance with the respective obligations under the GDPR and UK Data Protection Law (as applicable) as regards such processing of Personal Data.

Personal Data	Processing operations	Transparency Obligations (GDPR Articles 13 and 14)	Data Subject Rights (GDPR Articles 15 and 22)	Other, e.g. minimisation, security, retention
[Insert Personal Data processed in the context of joint controllership activity]	[Insert any joint controllership activity]	[Data Exporter][Data Importer]	[Data Exporter][Data Importer]	[Data Exporter][Data Importer]

4 The point of contact for the responsible party under paragraph 3 above is:

Name:

Position:

Telephone number(s):

Email:

Address:

5 Clause 9 (Governing Law) of the Intra Group Agreement applies to this agreement as if here set out.

This agreement is entered into between the parties on the date above written.

Signed by [name of signatory]

authorised for [Data Exporter]

Signed by [name of signatory]

authorised for [Data Importer]

Schedule 8 Form of Accession Agreement

Accession agreement

This **ACCESSION AGREEMENT** is made effective [date]

between

- (1) **SHL Global Management Limited** a private limited company, whose registration number is 11172367, existing under the laws of England and Wales with registered office address The Pavilion, 1 Atwell Place, Thames Ditton, Surrey KT7 ONE, United Kingdom ("**Parent Company**"); and
- (2) [insert name of Affiliate], registered in [insert relevant jurisdiction] whose registered office is at [insert address] (**Acceding Party**),

each a **party** and together the **parties**.

INTRODUCTION

- (A) Reference is made to the Intra Group Agreement dated [date] concerning the transfer of Personal Data from the Data Exporter to a Data Importer (**Principal Agreement**).
- (B) The Data Exporters and Data Importers are listed under Schedule 1 and Schedule 2 of the Principal Agreement, respectively.
- (C) Under Clause 3.5 of the Principal Agreement, any entity that is an Affiliate or becomes an Affiliate not already listed as a Data Exporter or Data Importer at Schedule 1 and Schedule 2, respectively, may become a party to the Principal Agreement and any applicable Transfer Solution through entering into a separate Accession Agreement with the Parent Company.

THE PARTIES AGREE AS FOLLOWS:

- 1. Unless otherwise stated, terms defined in the Principal Agreement shall bear the same meanings in this Accession Agreement.
- 2. This Accession Agreement is entered into pursuant to Clause 3.5 of the Principal Agreement.
- 3. The parties wish for the Acceding Party to become [a Data Exporter] OR [a Data Importer] OR [both a Data Exporter and Data Importer] to the Principal Agreement and the applicable Transfer Solution(s).
- 4. The details set out below are, as of the date of execution of this Accession Agreement, deemed to be included in Schedule 1, Schedule 2 and Schedule 7 of the Principal Agreement.

SCHEDULE 1 – DATA EXPORTERS

Affiliate Name	Affiliate Registered Address	Contact Point for Data Protection Inquiries	Name and contact details (email and postal address) for notices)
[to be completed]	[to be completed]	[to be completed]	[to be completed]

SCHEDULE 2 – DATA IMPORTERS

Affiliate Name	Affiliate Registered Address	Contact Point for Data Protection Inquiries	Name and contact details (email and postal address) for notices)
[to be completed]	[to be completed]	[to be completed]	[to be completed]

SCHEDULE 8 – SUB-PROCESSORS

Name	Address	Contact person's name, position and contact details	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised)	Technical and Organisational Measures to be taken by the sub- processor to be able to provide assistance to the exporter / importer
[to be completed]	[to be completed]	[to be completed]	[to be completed]	[to be completed]
[to be completed]	[to be completed]	[to be completed]	[to be completed]	[to be completed]
[to be completed]	[to be completed]	[to be completed]	[to be completed]	[to be completed]

- The details set out in Schedule 4, 5 and 6 (Description of Processing) of the Principal Agreement shall continue to apply in the context of the data disclosures that fall within the scope of the Accession Agreement.
- Without prejudice to Clause 9.2 of the Principal Agreement, this Accession Agreement shall be governed by and construed in accordance with the law of England. The parties agree to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising out of or in connection with this Accession Agreement.

The parties below hereby enter into this Accession Agreement by signature of their duly authorised representatives:

Signed for and on behalf of Parent Company,



Name: Andrew Bradshaw

Title: Director and CEO

Date: 20 April 2023

Signed for and on behalf of [Acceding Party]

Name:

Title:

Date:

Schedule 9 PROCESSOR OBLIGATIONS

1 Definitions

1.1 For the purposes of this Schedule, the following terms shall have the following meanings:

Applicable Law means in respect of Personal Data subject to: (a) UK Data Protection Law, all applicable laws, regulations, regulatory requirements and codes of practice in the UK; (b) Swiss Data Protection Law, all applicable laws, regulations, regulatory requirements and codes of practice in Switzerland; and (c) EEA GDPR, all applicable laws, regulations, regulatory requirements and codes of practice, each as amended and in force from time to time;

Data Exporter Affiliate means any entity which owns or controls, is owned or controlled by or is under common control or ownership with the Data Exporter (where "control" is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of an entity, whether through ownership of voting securities, by contract or otherwise);

Exporter Data means all Personal Data in whatever form or medium which is:

- (a) disclosed, supplied, or in respect of which access is granted, to the Data Importer (or to any Other Processor) whether by, or on behalf of, Data Exporter; or
- (b) produced or generated by or on behalf of the Data Importer (or any Other Processor) on Data Exporter's instructions;

Data Breach means any event that results, or may result in, any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Exporter Data transmitted, stored or otherwise processed;

Other Competent Authority means any competent authority which issues guidance, codes, directions or decisions in respect of Data Protection Law other than a Supervisory Authority including:

- (c) the Working Party on the Protection of Individuals with regard to the Processing of Personal Data established by Article 29 of European Data Protection Directive; and
- (d) the European Data Protection Board established by Article 68 of GDPR;

Other Processor has the meaning given in Paragraph 2.2.12 of this Schedule;

Services means the services to be provided by or on behalf of the Data Importer to the Data Exporter under relevant contractual arrangements;

Data Importer Affiliate means any entity which owns or controls or is owned or controlled by or is under common control or ownership with the Data Importer (where "control" is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of an entity, whether through the ownership of voting securities, by contract or otherwise);

Third Country shall mean: (a) for Personal Data subject to GDPR, a country other than a Member State of the EEA; (b) for Personal Data subject to Swiss Data Protection Law, a country other than Switzerland; and (c) for Personal Data subject to UK GDPR, a country other than the UK.

2 Processing of Exporter Data

- 2.1 For the purposes of this Schedule and the Data Importer's processing of Exporter Data, the Data Importer (and each Other Processor) shall be a processor and shall not act as a controller.
- 2.2 The Data Importer, acting as processor, shall (and shall procure that each Other Processor shall):
- 2.2.1 **Law:** only process the Exporter Data in compliance with Data Protection Law;
- 2.2.2 **Instructions:** only process the Exporter Data:
- (a) on the documented instructions of Data Exporter, (which Data Importer shall keep a record of), including with regard to transfers of personal data to a Third Country or international organisation, as such instructions are:
 - (i) set out in this Schedule or the relevant agreement; or
 - (ii) agreed in writing between the parties; or
 - (iii) given by Data Exporter in writing (in respect of responsibilities within the scope of the Services); or
 - (b) as required by Applicable Law provided that the Data Importer first informs Data Exporter in writing of that legal requirement before processing unless that law prohibits this on important grounds of public interest,
- 2.2.3 **Purposes:** not process Exporter Data for any purpose other than as permitted under Paragraph 2.2.2 (*Instructions*) of this Schedule;
- 2.2.4 **Requests:** comply with any reasonable request from Data Exporter requiring the Data Importer (or, as relevant, the Other Processor) to amend, transfer or delete the Exporter Data as soon as possible;
- 2.2.5 **Security:**
- 2.2.6 take all reasonable steps to ensure the reliability of any personnel who may have access to, or are authorised to process, Exporter Data and ensure such personnel do not process the Exporter Data except as permitted under Paragraph 2.2.2 (*Instructions*). This includes the obligation to ensure that such personnel have committed themselves to appropriate obligations of confidentiality or are under appropriate statutory obligations of confidentiality, only have access required to provide the Services and at all times act in compliance with Data Protection Law and the obligations of this Schedule;
- 2.2.7 implement and maintain all appropriate technical and organisational measures to ensure physical, organisational and logical security of the Exporter Data as required by Data Protection Law and which shall include protection against a Data Breach.
- 2.2.8 ensure that the above technical and organisational measures provide best practice security in respect of the processing of the Exporter Data and are compliant at all times with Data Exporter's applicable IT security policies as notified to the Data Importer;

- 2.2.9 provide all reasonable assistance to Data Exporter so it can demonstrate compliance with, Article 32 (**Security of Processing**) of GDPR and UK GDPR (or equivalent requirement of other Data Protection Law); and
- 2.2.10 provide, on Data Exporter's request, a written description of the technical and organisational measures employed by the Data Importer for processing of Exporter Data (within timescales reasonably required by Data Exporter).
- 2.2.11 **Data Subject Rights:** assist Data Exporter by establishing and maintaining appropriate technical and organisational measures for the fulfilment of Data Exporter's obligation to respond to requests for exercising of data subject rights (including access requests) set out in Chapter III of GDPR and UK GDPR (**Rights of the data subject**) or other Data Protection Law;

2.2.12 Other Processors:

- (a) Data Exporter provides its general written authorisation for the Data Importer to engage another processor in relation to the Services and transfer or disclose any Exporter Data to any such processor, sub-contractor or other party (including any Data Importer Affiliates) ("**Other Processor**") provided;
 - (i) The Data Importer shall inform Data Exporter in writing of any intended changes concerning the addition or replacement of any Other Processor at least 30 days in advance;
 - (ii) if Data Exporter objects to any intended changes concerning the addition or replacement of any Other Processor notified to Data Exporter in accordance with Paragraph (i), not engage, or cease to engage, the Other Processor in relation to the Services and shall not transfer or disclose any Exporter Data to such Other Processor;
 - (iii) carry out adequate due diligence to ensure that each Other Processor approved by Data Exporter under this Paragraph (*Other Processors*) are capable of providing a level of protection for the Exporter Data required by this Schedule;
 - (iv) enter into a written agreement with each Other Processor approved by Data Exporter under this Paragraph (*Other Processors*) containing obligations on such Other Processor which are equivalent to, and no less onerous than, those set out in this Schedule. Data Importer shall remain fully liable to Data Exporter for the performance of that Other Processor's obligations;

2.2.13 International Transfers:

- (a) only transfer or disclose Exporter Data to a country, or international organisation, located outside the UK, EEA or Switzerland in accordance with the Standard Contractual Clauses or otherwise in compliance with Data Protection Law;

2.2.14 Audit:

- (a) permit Data Exporter, or a third-party auditor acting under Data Exporter's direction, to conduct, data protection and/or security audits, including inspections, concerning the Data Importer's data protection and security procedures relating to the processing of Exporter Data, its compliance with this Schedule and Data Protection Law. Data Exporter may, in its sole discretion, require the Data Importer to make available all information, access to premises, systems and personnel necessary to demonstrate evidence of the Data Importer's compliance with these procedures, this Schedule and Data Protection Law in lieu of, or in addition to, conducting such an audit, including inspections;

- (b) permit any Supervisory Authority and/or its appointed auditors corresponding access and assistance; and
- (c) immediately inform the Data Exporter if the Data Importer considers an instruction from Data Exporter to be in violation of Data Protection Law.

2.2.15 Data Breach:

- (a) provide all reasonable assistance to Data Exporter in relation to any Data Breach relating to the Services (including in relation to Article 33 (**Notification of personal data breach**) and Article 34 (**Communication of a personal data breach**) of GDPR if applicable). In particular, the Data Importer shall, without undue delay after it or its Other Processor becoming aware of a Data Breach, provide the Data Exporter with as much detail relating to the Data Breach as are available to Data Importer at the time of such notification, including the following:
 - (i) details of the nature of the Data Breach;
 - (ii) the nature of the personal data affected, including the categories and number of data subjects and personal data records concerned;
 - (iii) the name and contact details of the Data Importer's Data Protection Officer or relevant contact point;
 - (iv) the Data Importer's opinion as to the possible consequences of the Data Breach; and
 - (v) the measures taken to, or proposed to be taken, to address the Data Breach and mitigate its possible effects.
- (b) provide Data Exporter with regular updates on the Data Breach and the information reasonably requested under (a) as Data Importer becomes aware of it or as requested by Data Exporter;
- (c) maintain a log of Data Breaches including facts, effects and remedial action taken;

2.2.16 DPIA:

- (a) notify Data Exporter prior to adopting any new type of processing in respect of Exporter Data (including the use of new technology or processes);
- (b) at Data Exporter's reasonable request at any time, participate in, and provide all reasonable assistance with, a data protection impact assessment or prior consultation (including under Article 35 (**Data protection impact assessment**) and Article 36 (**Prior consultation**) of GDPR) in respect of the existing and any new type of processing proposed, in accordance with Data Protection Law, including in order to assess the probability and seriousness of the risks inherent in the processing of Exporter Data, taking into account its nature, scope, context, purposes and level of risk;

2.2.17 Termination: on expiry or termination of the relevant processing for whatever reason:

- (a) cease all use of the Exporter Data and shall, at Data Exporter's election, destroy all Exporter Data and/or transfer all Exporter Data to Data Exporter or a nominated third party (in a format and a method defined by Data Exporter) unless Applicable Law requires storage of the Exporter Data; and

- (b) Procure that an appropriate senior manager confirms such destruction or deletion in writing to Data Exporter.

2.2.18 Processor Obligations: comply with its own obligations under Data Protection Law at all times including maintenance of records of processing as required by Article 30 (**Records of processing activities**) as applicable to the Exporter Data;

2.2.19 Complaints:

- (a) inform the Data Exporter promptly of any enquiry, complaint, notice or other communication it receives from any Supervisory Authority, other organisation or any individual (e.g. data subject), relating to Exporter Data or Data Exporter's (or any Data Exporter Affiliate's) compliance with Data Protection Law (e.g. data subject rights) or to the Data Importer or any Other Processor's compliance with Data Protection Law. The Data Importer shall provide all necessary assistance to Data Exporter to enable it or the relevant Data Exporter Affiliate to respond to such enquiries, complaints, notices or other communications and to comply with Data Protection Law. For the avoidance of doubt, the Data Importer shall not respond to any such enquiry, complaint, notice or other communication without the prior written consent of Data Exporter unless required by mandatory provisions of Applicable Law; and
- (b) notify Data Exporter promptly if it becomes aware of any requirement that it must disclose Exporter Data to a third party, regulator or under applicable law (save to the extent this is expressly prohibited by Applicable Law) and cooperate with Data Exporter regarding action it may reasonably take to challenge such disclosure and, in any event, disclose no more Exporter Data than is reasonably necessary to respond to the required disclosure.

2.2.20 Co-operation: provide such assistance and co-operation as Data Exporter reasonably requests to enable it to comply with obligations imposed on it under Data Protection Law.

ENTERED INTO AS AN AGREEMENT:

The above signature on behalf of the Data Importers and Data Exporters also serve as initials required under

SHL Global Management Limited

By:



Name: Andrew Bradshaw

Title: Director

Date: 20/04/2023

SHL AG

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Australia Pty Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Belgium SA

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Canada Inc.

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL China Ltd

By:



Name: Michael Edmondson

Title: Director

Date: 20/04/2023

SHL Hong Kong Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Group Denmark, filial af SHL Product Ltd,

UK

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Finland, SHL Product Ltd:n Suomen

sivuliike

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL France SAS

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Group Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Group Sverige, filial till SHL Product Ltd

UK

By:



Name: Michael Edmondson

Title: Director of Parent Company

Date: 20/04/2023

SHL (India) Private Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Italy Srl "unipersonale"

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Middle East and Africa FZ LLC

By:



Name: Michael Edmondson

Title: Director

Date: 20/04/2023

SHL Nederland BV

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL New Zealand Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Norge A/S

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Product Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Product Limited Abu Dhabi Branch

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Philippines Inc.

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Saudi Arabia LLC

By:



Name: Michael Edmondson

Title: Director

Date: 20/04/2023

SHL Saville & Holdsworth (Proprietary) Ltd

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL Singapore Pte. Limited

By:



Name: Emmy Hackett

Title: Director

Date: 20/04/2023

SHL US LLC



Name: Emmy Hackett

Title: Manager

Date: 20/04/2023

By:

**Beijing Aspiring Minds Information Consulting Co.
Limited**



By:

Name: Michael Edmondson

Title: Director

Date: 20/04/2023