

SHL Terms and Conditions

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

1. Purchase and Fees

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

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

1.3 Invoicing. Unless otherwise stated in an Order, Fees are payable by Company within thirty (30) days of the date of invoice. If any portion of an invoice is disputed, Company will pay the undisputed amounts in full and the parties will reconcile the disputed amount in good faith as soon as possible. Late payments: (i) will bear interest at a rate of 1.5% per month, or the maximum rate allowed by law; and/or (ii) may result in the withholding or suspension of Products and/or Services.

1.4 Taxes. Fees are exclusive of applicable taxes, levies, and duties. Company shall pay all sales, use, duties, and other taxes including, without limitation, Value Added Taxes (VAT) or Goods and Services Taxes (GST) that are lawfully imposed (and for which no exemption is available). If SHL pays any such taxes on behalf of Company, then Company shall reimburse SHL for such payments. If Company is required to withhold and pay tax on any amount payable to SHL under the Order, Company will deliver to SHL the original tax receipt or other proof of payment. Upon request, each party shall provide reasonable support and shall execute and deliver any documents that the other party deems necessary or desirable in connection with any exemption or reduction of, or the contestation of or the defence against, any taxes.

2. Ownership and Intellectual Property

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

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

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

2.4 Research Data and Benchmarking. Notwithstanding anything in the Agreement to the contrary, Company authorizes SHL Group to use Company Property for purposes of assessment validation, research and development and creating or updating Benchmarks (collectively “**Research Data**”). SHL Group will only use, aggregate and present Research Data and Benchmarks in an anonymous form that does not include (directly or by inference) any information identifying Company or any individual as the source of such data. SHL Group are bound by ethical guidelines and data protection laws in the use of all data. Access to Research Data will be restricted to only individuals directly involved in research and/or development supporting or related to SHL products and/or services. “**Benchmarks**” mean aggregated data received, collected, analysed, and maintained by SHL Group to improve its Products and/or Services. Benchmarks may be derived from public information, Assessment responses, survey data and best practices information that SHL Group receive from their clients. Benchmarks are always presented in an aggregated and anonymized form that does not identify a particular individual or company.

3. Data Protection

3.1 Compliance. Both parties shall at all times comply with all applicable laws and regulations and this Agreement including the [Data Processing Schedule](#) related to the collection, processing, use and storage of Personal Data.

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

3.3 Data Processing. Company is the Data Controller of Personal Data. SHL or its Affiliates shall act as the Data Processor with respect to the Personal Data. As Data Processor, SHL shall: (i) process Personal Data in accordance with Company’s reasonable instructions or otherwise as permitted under these Terms; and (ii) implement appropriate administrative, technical, and physical security controls to protect Personal Data from unauthorized access, use, or disclosure, unauthorized modification, or unlawful destruction or accidental loss. SHL Group shall cooperate with any Company request for Personal Data provided by or through Company to SHL Group, provided that such request does not violate the agreed data protection terms.

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

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

4. Indemnification

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

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

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

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

5. Limitations of Liability

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

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

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

or attempt to limit or exclude liability. In all such cases a party's liability shall be limited to the greatest extent allowed by applicable law.

6. Confidential Information

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

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

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

6.3 Confidential Information excludes information: (i) known by the Receiving Party prior to disclosure; (ii) made publicly available other than as a result of disclosure by the Receiving Party in breach of these Terms; (iii) disclosed to the Receiving Party on a non-confidential basis from a third party the Receiving Party reasonably believes is not prohibited from disclosing such information; (iv) developed by the Receiving Party independently; or (v) required to be disclosed by law, regulation or court order provided that, the Receiving Party: (a) if permitted, gives prompt notice to the Disclosing Party so it may contest such order; and (b) only discloses the minimum amount of Confidential Information necessary to comply with such order.

7. Termination

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

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

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

8. Consulting Services

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

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

9. WARRANTIES

9.1 SHL Warranties. SHL represents and warrants that: (i) the Products will materially conform to SHL's standard specifications describing such Products; and (ii) SHL will perform the Services in good faith with reasonable care and skill in accordance with good industry practice and in a professional manner. During the Order Term, if Company reasonably demonstrates that the

Products and/or the Services are in breach of the foregoing warranties, SHL will: (a) repair or make good such defect at no charge to Company; (b) replace such Products and/or re-perform such Services; or (c) issue a credit to Company for a pro-rata portion of the Fees paid for the affected Products and/or Services as appropriate.

9.2 Guidance. Products and Services guide Company as to the suitability and aptitude of Candidates as part of an overall recruitment or development process. The Output represents SHL's professional opinions based on information provided to SHL by, or on behalf of Company, its agents and Candidates, together with any applicable assessment responses. The Output must not be relied upon as statements of fact or as the sole basis for any employment related decisions. SHL does not recruit or select candidates and is not operating as a recruitment agency. SHL is not responsible for the acts or omissions of the Company, including but not limited to: (i) Company's selection or modification of Assessments without SHL's specific written recommendation; and/or (ii) Company's use of Assessments, interpretation of the Output or resulting decisions. Company is not entitled to receive any raw data, including item-level responses, collected as part of the Products or Services. Company agrees that compliance with any applicable employment or applicant records retention requirement, or any applicable governmental authority or regulatory body of any country is Company's responsibility.

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

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

10. General

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

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

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

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

The parties acknowledge that this Agreement has not been entered into in part or whole in reliance on any warranty, statement, promise or representation by the other party, except as set out in the Agreement. Except in the event of a transfer of all or substantially all its assets, neither party will assign or transfer its rights or responsibilities under the Agreement to any third party without the other party's prior written consent, provided that SHL may assign or transfer its rights and obligations to any SHL Group Affiliate provided that SHL will remain responsible for SHL's obligations under the Agreement.

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

SHL Products and Services Schedule

This Schedule applies to access to and use of certain SHL Products and Services provided to Company under an Order. This Schedule is part of the Agreement, except as expressly modified by an Order. If an Order has terms inconsistent with this Schedule, the Order takes precedence. Defined terms in this Schedule have the meaning described in the Terms or as defined herein.

1. Product Specific Terms

A. SHL Platform

1. **Software as a Service.** Company may order access to the online Assessment Services (“**Platform**”) either as a “**Subscription**” or by purchasing “**Units**” (as defined below). The configuration may include online delivery of Assessments to Candidates, assessing Candidate results and making the resulting Candidate reports available to Company through the Platform. SHL will not materially decrease the functionality of the Platform during the Order Term.
2. “**Subscription**”. A Subscription provides Company with access to the Platform for the Order Term, subject to any limitations stated in the Order. If Company exceeds a specified limitation in the Order, SHL reserves the right to charge any additional use at its then applicable standard rates (“**Standard Rate**”) and will be invoiced to Company prior to the end of the Order Term and payable per the Agreement.
3. “**Units**” means the unit of measure specified in an Order used to calculate consumption of Assessments.
 - (a) SHL will deduct Units from Company’s account when Company runs an Assessment report or a Candidate initiates an online Assessment. Units will: (i) be used in chronological order from the purchase date; and (ii) expire after one year from the date of availability and be automatically deleted from Company’s account. Upon Unit or Order expiry or termination (other than termination by Company for cause), any Units remaining on Company’s account will expire and no Fees will be refunded.
 - (b) Unless Company enters into a new Order for additional Units or a Subscription, once Company exceeds the number of Units purchased, SHL will invoice Company on an on-going basis monthly in arrears at the Standard Rate.
 - (c) If Company purchases Units on an “In-Arrears” or “In-Advance” basis, SHL will invoice Company in arrears based on Company’s actual use of Units at the Standard Rate or as otherwise agreed in an Order.
4. **Platform Users.** If Company’s license to the Platform is limited to a specific number of users, Company will nominate individuals (“**User**”) who will be responsible for the proper use of the Platform. SHL grants Company a non-exclusive, royalty-free, revocable, non-transferable and non-assignable license for each User to use the Platform. Each User’s Platform credentials are confidential and exclusive in nature and may not be shared. Company must promptly notify SHL of any unauthorized access to or use of the Platform.
5. **Support, Maintenance and Upgrades.** SHL provides Company with SHL support services (“**Support Services**”) for administrators at no additional cost in accordance with the then-current SHL Support Services Agreement published at <https://www.shl.com/en/documents/support-services/> (“**Support Policy**”). Support Services are not available to Company’s customers or Candidates. Additional charges may apply for any such requests directed to SHL by Company. SHL will use all commercially reasonable efforts to have the Platform available except for (a) scheduled maintenance periods (published online with at least 30 days prior notice) or (b) unscheduled maintenance required to address system issues, in which case, SHL will provide as much notice as reasonably possible. SHL periodically conducts system upgrades to the Platform and are generally provided at no additional cost to Company. The maintenance schedule, published in the Support Policy, includes dates for Platform upgrades and routine maintenance.
6. **Assessment Response Confidentiality.** Neither party will breach any promises of confidentiality made to any Candidate. SHL will not provide any data, including assessment responses, to Company or any third parties in violation of confidentiality notices presented to Candidates.

B. SHL Managed Services and On-Line Purchase

Company may purchase Services for the outsourced administration of Assessments which may include administration and project management services at various levels for Assessments or projects as specified in an Order (“**Managed Services**”).

- (a) **Non-refundable Charges.** Orders for Managed Services or SHL On-Line purchases, may not be modified:
 - i. personality and judgement tests (including SHL OPQ™, CCSQ, SHL MQ™, WSQ, Scenarios); or
 - ii. ability, competency, sifting and all other tests (including SHL Verify™, pd360, MFS, DSI, Quicksift); or
 - iii. project management.

SHL grants Company a limited right to transfer the non-refundable Assessments without modifications (such as language or the resulting report) for (a) Unused tests listed in (a)(i) above to a substitute Candidate; (b) or Unused tests listed in (a)(ii) above if the Assessments were not purchased as a standalone product to a substitute Candidate.

C. Miscellaneous Test Usage

1 Universal Competency Framework (“UCF”)

License: Company may purchase a “**Content License**” for UCF to profile a job and to recruit, develop or conduct other talent management activities for its own internal business use and not for resale. The Content License is a non-exclusive, non-transferable, revocable and conditional license to: (a) adapt, modify the original UCF content (e.g. the UCF labels or explanatory words) (“**UCF Content**”) to create derivative works; (b) use, copy, print UCF Content or its derivatives including

placing such content on SHL's system or third party systems which Company uses, or incorporating such content into Company's training or other materials; and (iii) publish non-substantial elements of UCF Content within job advertisements.

The Content License is subject to the following:

(a) SHL Group or its licensors remain the sole owner of all Intellectual Property Rights and derivative UCF Content. Company hereby assigns all rights to such derivative UCF Content to SHL Group and SHL grants Company a non-exclusive right to use such derivative content in accordance with the Agreement; and

(b) Publication of the UCF content or derivatives will be accompanied by one of the following copyright notices:

1. "© 2004-[add present year] SHL and/or its affiliates. All rights reserved." (for any standard, unchanged UCF Content), or
2. "derived from the SHL UCF, © 2004-[add present year] SHL and/or its affiliates. All rights reserved."

SHL has no liability or responsibility for any derivative UCF content Company creates without SHL's guidance or for Company's use of UCF Content or its derivatives with any non-SHL test. If Assessments use UCF Content in a report or Output, SHL grants a license only to that UCF Content for use within such report or Output and for no other purpose.

2 Controlled Assessments in the UK, EU and South Africa. Certain Assessments available in the UK, Norway, Switzerland, European Union and South Africa (each a "**Controlled Territory**") are subject to regulatory controls and may only be ordered by a person who has successfully completed SHL's training course and obtained a valid SHL tester license ("**Registered User**") or a Company relying on such Registered User. A Registered User must promptly notify SHL of any change of employer or address. If a Company does not have a Registered User in a Controlled Territory, Company may not use the controlled Assessments and such Assessments must be returned to SHL.

3 Paper and Pencil Tests. Company must provide SHL written notice of non-delivery of Product materials within seven days of the anticipated delivery or within 15 days of the invoice date. SHL's total liability for non-delivery will be limited to promptly replacing the ordered Products and extending the payment period or issuing a credit note against any invoice for such Products. Exchanges of ordered Products, which SHL accepts at its sold discretion, must be requested within 30 days from Product receipt.

4 Leased Product Materials. "**Leased Product**" means SHL printed materials provided to a Company on an annual basis for use but not purchase. Either party may cancel the renewal for Leased Products on 30 days written notice before the expiry of the annual lease period. Leased Products remain SHL Property. For South Africa, the charges for lost or damaged Leased Products are equivalent to 12 months' worth of fees payable for each Leased Product which is lost or damaged.

D. In-Company and Public Training

1. In-Company and Public Training Delivery. SHL may modify the training course syllabus at any time prior to the start of training to facilitate delivery of up-to-date Training Materials. Company may request substitutions of individual training course participants (each a "**Participant**") at any time. If SHL accepts such request, the substitute Participants must successfully complete any pre-course training requirements prior to attendance. SHL will only provide a certificate or other qualification upon full payment of Fees and the Participant's successful completion of the training course. SHL will be the sole arbiter of such successful completion. Company is solely responsible for the conduct of its Participants. Property brought to a training venue is entirely at Company's own risk and SHL excludes all liability for theft or loss of such property, howsoever caused.

2. Training Materials. Materials provided for a training course such as course notes, publications and surveys ("**Training Materials**") are for the exclusive and individual use of Participants. Training Materials may not be reproduced or copied in any way without SHL's prior written approval.

3. Disclaimer. SHL does not guarantee the accuracy of the information or analysis in the Training Materials. SHL does not provide legal, accounting or similar professional services. SHL disclaims liability for any damages, claims or losses arising from or related to any errors or omissions in the Training Materials whether caused by SHL or its sources, or reliance upon any recommendation made by SHL.

E. Video Interviewing Tools

SHL's video interviewing tools enable Company to post its own content. SHL is not responsible for any content that Company or Company's users post which is factually inaccurate, unlawful or offensive. That responsibility remains solely with the Company. Accordingly, Company waives any and all legal rights or remedies it has or may have against SHL with respect to any such content. SHL does not screen content posted by Company or Company's users, but we reserve the right (but not the obligation) in our sole discretion to remove any content that is available via the video interview tool where we have any grounds to suspect non-compliance with these Terms.

2. Reseller Partner License and Usage

Where Company has entered an agreement with SHL to be a SHL Reseller Partner, the licensing provision will be specified within such separate agreement. Other than SHL Reseller Partners, Company may only purchase Products or Services from SHL: to administer to or resell to third parties ("**End Users**") under the following limited circumstances: (A) End Users must be residents of the Territory and use the Products and/or Services only for their internal purpose and not to directly or indirectly develop competing products and/or services; (B) Company shall secure substantially similar terms to the terms of this Agreement with End Users for use of the Products and/or Services and shall not make any representations or warranties other than those provided in this Agreement; (C) Company will retain all branding and copyright statements on the Products and Services; (D) Company will require End Users to grant SHL all the rights stated in this Agreement with respect to data and Intellectual Property Rights; (E)

Company will not represent itself as SHL, a licensed partner, a distributor or an agent of SHL. SHL reserves the right to immediately terminate the Agreement at any time without notice if Company, by itself or with any third party, does, or omits to do, any act that might in any way; (1) breach the terms of this section; or (2) cause irreparable harm to SHL, or (3) violate or potentially violate any applicable laws.

EXHIBIT B

Data Processing Schedule

This Schedule addresses the obligations detailed in the GDPR (defined below) and applies to organisations which are either established in Europe; offer goods and services to individuals in Europe; or who monitor the behaviour of individuals in Europe, using SHL's Services provided to Company under an Order. If an Order has terms inconsistent with this Schedule, this Schedule takes precedence.

Data Protection Legislation means the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and any other applicable law or regulation relating to the processing of personal data and to privacy, and as such legislation shall be amended, revised or replaced from time to time.

A. Data Processing in accordance with Article 28 (Processor) of the GDPR

1. Article 28 (1) – Appropriate technical and organisational measures

This is addressed in Section 3.3 of the Terms as follows:

As the Data Processor, SHL shall: (i) process Personal Data in accordance with Company's reasonable instructions or otherwise as permitted under the Agreement, and (ii) implement appropriate administrative, technical, and physical security controls to protect Personal Data from unauthorized access, use, or disclosure, unauthorized modification, or unlawful destruction or accidental loss. SHL Group shall cooperate with any Company request for Personal Data provided by or through Company to SHL Group, as applicable, provided that such request does not violate the terms of the Agreement.

2. Article 28 (2) – Sub-processor authorisation

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

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

The above provisions are addressed in Section 3.4 and 10.5 of the Terms respectively.

3. Article 28 (3) (a) - Instructions from the controller

SHL shall process the Personal Data only in accordance with the Agreement and Company's reasonable written instructions, unless required otherwise by applicable laws. In which case, SHL shall promptly inform Company of the legal requirement before processing the Personal Data, unless that law prohibits such information on important grounds of public interest.

4. Article 28 (3) (b) - Confidentiality

SHL shall ensure that any personnel authorised to process Personal Data shall be subject to a duty of confidentiality in respect of such Personal Data.

5. Article 28 (3) (c) - Measures required pursuant to Article 32

(a) SHL has and shall maintain an effective information security program that: (i) includes administrative, technical, and physical safeguards; and (ii) has appropriate technical and organisational measures ("Security Program"). The Security Program is adequate to ensure the security and confidentiality of Personal Data and protects against: (1) anticipated threats or hazards to the security or integrity of Personal Data, (2) unauthorised access to or use of Personal Data, (3) unlawful processing or processing otherwise than in accordance with the Agreement, and (4) accidental loss, destruction, damage, alteration or disclosure of Personal Data.

(b) The Security Program shall be appropriate to protect against the harm that may result from unauthorised or unlawful processing, use or disclosure, or accidental loss, destruction or damage to or of Personal Data and the nature of the Personal Data, and shall include (as a minimum): (i) implementing the measures prescribed by Data Protection Legislation, and/or the Agreement; (ii) taking reasonable steps to ensure the reliability of personnel having access to the Personal Data; and (iii) implementing and maintaining reasonable disposal measures and training of personnel accessing Personal Data.

6. Article 28 (3) (d) – Engaging a Sub-processor

SHL shall, except as set out in the Agreement, not subcontract any processing of Company's Personal Data without the Company's prior written consent.

7. Article 28 (3) (e) – Appropriate technical and organizational measures regarding data subject's rights

SHL shall assist Company, to the extent reasonable possible, fulfil Company's obligation to respond to requests relating to the exercise of a Candidate's individual rights, as set out in Chapter III of the GDPR.

8. Article 28 (3) (f) – Compliance with Articles 32 to 36

SHL shall provide such information and assistance, and within timescales, as reasonably requested by Company, to allow Company to comply with its obligations under the applicable Data Protection Legislation. Such assistance may include, assisting Company to comply with its obligations to: (i) ensure Personal Data is processed and stored securely; (ii) inform Candidates about serious Personal Data breaches; (iii) carry out and audit data protection impact assessments; and (iv) consult with the applicable supervisory authority if required, following a data protection impact assessment.

9. Article 28 (3) (g) – Data deletion

SHL shall, upon Company’s written instruction, promptly and securely: (i) return the Personal Data to Company; or (ii) delete the Personal Data (unless its continued storage by SHL is required by applicable law).

10. Article 28 (3) (h) - Audit

(a) SHL will make available all information necessary for Company to demonstrate compliance with the obligations in Article 28 (Processor) of the GDPR. Company agrees that SHL’s then-current ISO 27001 certification will be used to satisfy any audit or inspection requests by or on behalf of Company, and SHL shall make such reports available to Company on request.

(b) SHL shall inform Company immediately if, in SHL’s opinion, any Company issued instruction breaches any provision of the Data Protection Legislation.

B. Liability

1. Liability for breaches of the GDPR

Subject to the Agreement, SHL’s total aggregate liability arising out of its breach of its obligations as a Data Processor under the GDPR will be limited to the amount directly attributed to SHL’s actions or failure to comply with the GDPR in performing the Services. The following shall be considered direct damages recoverable under the Agreement to the extent they result directly from SHL’s breach of the GDPR: (i) any costs and expenses incurred by Company to investigate and repair damage to Personal Data; (ii) any costs incurred by Company in connection with legally-mandated notices; (iii) fines, penalties and interest assessed against Company due to the breach; and (iv) reasonable attorneys’ fees.

C. Processing Summary

1. The Parties agree the following sets out the information required by the GDPR

Subject matter of processing	<i>SHL talent assessment services</i>
Duration of processing	<i>Personal Data will be deleted or returned at the request of and as instructed by Company</i>
Nature and Purpose of processing	<i>The data subject will take the assessment using SHL’s online assessment systems. Assessment responses will be evaluated to produce an assessment report with results, which SHL will provide to Company. SHL may perform surveys or other processing operations at Company’s request. Company will have access to candidate data, including assessment results, and the platform interface</i>
Type of personal data	<i>Name, Email Address, Gender, Language, Company ID, employee demographic information, responses to assessments or surveys, audio recordings, visual images and any other data requested by Company</i>
Categories of data subjects	<i>Company candidates and/or employees</i>