



Terms and Conditions of Purchase (Non-USA)

These Terms and Conditions (hereafter, the "Agreement") govern the purchase, license and use of Richardson Services. "Supplier" or "Richardson" means Richardson Sales Performance UK Limited, a company organized under the laws of England and Wales, with its registered office at 52 New Town, Uckfield, East Sussex, United Kingdom, TN22 5DE, including its affiliates. "Client" means the entity stated on an applicable Statement of Work that purchases Services from Supplier.

1. **Services.** Client wishes to engage Supplier to provide, design and/or develop, and/or implement certain training programs (the "Services"). The parties shall enter into a Statement of Work ("SOW"), and each SOW shall describe: (i) the Services to be provided by Supplier, (ii) the fee schedule for the Services, and (iii) any additional terms that may be applicable to the Services. Unless otherwise stated, all Services and deliverables shall be in English. In the event that any terms set forth in a SOW conflict with the terms contained in this Agreement, the terms of the SOW shall prevail with respect to the subject matter therein. If Supplier provides any Services not covered by a SOW, then those Services shall be governed by the terms of this Agreement.

Affiliated companies of Client shall be considered third party beneficiaries and participating affiliates who may, but are not obligated to, order Services under this Agreement. "Affiliate" is defined as any corporation, partnership, or other business entity which controls or is controlled by, or is under common control, directly or indirectly, with Client or Client's parent company.

2. **Supplier Trainers/Train-the-Trainer.** Supplier shall provide the training resources it deems necessary and appropriate to perform the Services. Client hereby acknowledges that Supplier subcontracts certain development engagements and the delivery of its training to independent third-party consultants who are pre-screened, trained and certified by Supplier to develop content or facilitate Supplier-led instructor training pursuant to the terms of an independent contractor agreement with Supplier.

As more fully set forth in a SOW, Client may request that one or more Client employees be certified to deliver Supplier training to Client employees by satisfying Supplier's Train-the-Trainer requirements ("Client Trainer"). In each instance, a Client Trainer must be a full-time employee of Client and Client Trainer acknowledges that such certification is non-transferable for use outside of Client's organization. Supplier retains the right to monitor the performance of a Client Trainer and may require a Client Trainer to be re-certified, as applicable.

3. **Fees/Payment Terms.** Client shall pay Supplier in accordance with the fee(s) and fee structure as detailed in the applicable SOW (the "Fees"). Client agrees to pay all invoices for Fees and reimbursable expenses, as defined herein, within thirty (30) days of Client's receipt of such invoice in full without offset. Unless otherwise stated, all Fees are due and payable in sterling or pounds. Fees are based on Services and licenses purchased by Client and not on actual usage unless otherwise stated in a SOW. The number of licenses and Services purchased cannot decrease and are to be consumed during the term of the applicable SOW.

In the event that Client disputes any charge(s) on an invoice, Client shall remit payment to Supplier for the undisputed portion of the invoice and the parties will work in good faith to resolve the disputed charges. Undisputed amounts outstanding beyond thirty (30) days will bear interest at a rate of the lower of: (i) 1.5% per month or (ii) the maximum rate permitted by applicable law. If Supplier takes any action to collect any unpaid balance due from Client, and Supplier is awarded any amount or portion of an amount alleged to be due under such action, Supplier is entitled to recover from Client all reasonable costs of collection incurred by Supplier, including reasonable attorneys' fees and litigation expenses. Supplier will invoice Client for such charges, and Client must pay such invoice net thirty (30) days.

Client will reimburse Supplier for all reasonable and actual out-of-pocket expenses that Supplier incurs in connection with its performance of Services hereunder, including but not limited to, printing of any program materials, hotel, meals, coach airfare (business class if duration of a flight is in excess of 5 hours), taxi, telephone charges, and express mail/delivery charges. In making travel arrangements, Supplier agrees to comply with any reasonable travel policies provided in advance to Supplier by Client.

4. **Taxes.** Supplier will include on each invoice applicable federal, state and local sales and use taxes, ad valorem taxes, value added taxes, tariffs and duties that Supplier is legally required to collect from Client as a result of performing the Services under this Agreement ("Taxes"). Client shall be solely responsible for all Taxes excluding, however, income taxes on profits which may be levied against Supplier regardless if such Taxes are included on an invoice or required by law to be included in the Fees. Client shall reimburse Supplier for the amount of such Taxes paid or accrued by Supplier and all Fees shall be exclusive of such Taxes.

Where VAT taxes are applicable, Client must promptly provide to Supplier in writing a valid VAT registration and indicate in which European Union member state VAT applies, confirm that Client is purchasing the Services for private purposes and any other information reasonably requested in connection with Supplier's VAT reporting obligations. Client shall inform Supplier of any change in VAT information previously provided to Supplier as soon as reasonably practicable after any such change. If Client defaults in complying with Client's obligations under this Section 4 and as a result, Supplier incurs any interest or penalties relating to VAT, Client will pay Supplier upon receipt of invoice the amount equal to any interest and penalties.

5. **Purchase Orders.** If Client requires a purchase order for payment of invoices, Client shall provide the applicable purchase order upon execution of the applicable SOW, to allow Supplier to generate and submit an invoice timely. If Client does not provide such purchase order timely, Supplier will invoice according to the terms of this Agreement and the applicable SOW. The parties agree the absence of a purchase order is not a valid basis for Client to delay payment. While services (like workshops or related travel) may be delayed pending receipt of the purchase order, the Client's payment obligations under the Agreement remain unchanged. Notwithstanding the above, any delay in providing the purchase order shall not postpone or otherwise modify Client's payment obligations or extend the payment due date.



6. **Cancellation; Postponement.** If Client must cancel or change the date of a training or consulting session (whether to be held in the classroom, virtually, or other medium), the following terms shall apply:

Terms	Notification Time Period
No charge	More than 40 business days' notice
One-third (1/3) of the rescheduling fee	31 to 40 business days' notice
One-half (1/2) of the rescheduling fee	21 to 30 business days' notice
three-quarter (3/4) of the rescheduling fee	10 to 20 business days' notice
The full rescheduling fee	less than 10 business days' notice

The rescheduling fee shall be equal to five thousand dollars USD (\$5,000) for each session. Client may request that Supplier temporarily reserve certain dates for a planned training program pending confirmation by Client. This temporary "hold" on the specified dates will expire after five business days unless Client communicates directly with Supplier to confirm such dates, at which point the dates will be subject to removal of the hold.

7. **Confidentiality Provisions.** During the term of this Agreement, Supplier and Client may have access to information that the other party considers confidential and/or proprietary, whether such information is communicated orally or in writing. This information may include, but is not limited to, the terms of this Agreement, intellectual property, pre-existing proprietary materials, technical know-how, technical specifications, software code, strategic business plans, systems, financial information, product information, concepts and compilations of data and any other information given from one party to the other (collectively, "Confidential Information").

The confidentiality obligations described herein do not apply to information that is in the public domain; was known to the party prior to its access to the information; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the other party; or that which is created by a party independently of the other party's Confidential Information.

Each party agrees that it shall not disclose or use the Confidential Information of the other party for any purpose outside the scope of this Agreement. The parties agree to protect the confidentiality of the other party's Confidential Information in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event shall either party exercise less than reasonable care. If the receiving party is compelled by law or regulation to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance if the disclosing party wishes to contest the disclosure. If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 7, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. **Proprietary Rights.**

- A. **Ownership.** Supplier owns all right, title and interest in and to Supplier's Confidential Information, Supplier's pre-existing intellectual property (including but not limited to its training programs, materials, processes, methodologies, technologies, software, hosting platforms and any related documentation) and any and all derivatives, modifications and improvements thereof created by either Supplier or Client in the course of performing Services pursuant to this Agreement and any SOW, including all copyrights, trademark rights, trade secret rights, patent rights and other intellectual property rights contained therein (collectively, "Supplier IP"). Client owns all right, title and interest in and to Client's Confidential Information, Client Data, and Client's pre-existing intellectual property as described in this Agreement and including all copyrights, trademark rights, trade secret rights, patent rights and other intellectual property rights contained therein (collectively "Client IP").
- B. **Supplier IP.** Supplier IP includes core training programs, materials, virtual learning content, exercises, role plays, survey content, methodologies, frameworks, research, Supplier Technology (defined below) and processes that have been developed and standardized by Supplier over time. Through its continued investment of substantial amounts of time, resources and capital investments, Supplier has created a suite of core programs that have been developed that are uniquely organized and presented by Supplier in standard, non-customized formats that have been exploited by Supplier customers for their business and/or industries. As a copyright owner, Supplier has the sole and exclusive right to create any derivative works based on Supplier IP or any modifications to Supplier IP. If changes to Supplier's core programs and standard materials is requested by Client, the scope of such tailoring or customization shall be the subject of a separate SOW executed between the parties.

Supplier hereby grants to Client a non-exclusive license for Client employees for whom a license fee has been paid to use Supplier IP for Client's internal business purposes only. Each Client employee may retain and use Supplier IP as a reference tool or job aid for employee's use for normal and typical job-related activities within Client's business. Client may copy an insubstantial part of Supplier's IP for the purpose of limited demonstration or the exclusive purpose of coaching Client employees who have received Supplier training and solely for use within Client's organization. Client agrees to retain and not remove or otherwise alter Supplier's trademark(s) and copyright attribution on all Supplier IP. Client and Client employees shall not reproduce, customize or redesign Supplier IP or make derivative works from them for any purpose, including for the purpose of conducting internal training without Supplier's prior written consent. Client further agrees that it shall not sell, otherwise transfer, use, sublicense or permit the use of any Supplier IP, or any portion



thereof, by any third party without Supplier's prior written consent. Supplier shall retain all right, title, and interest in and to Supplier IP not expressly granted herein.

Supplier reserves the right to suspend or revoke any Service or license granted hereunder for Clients non-payment, breach of the provisions of this Agreement or of an SOW or any Client conduct that may result in a material detrimental impact on Supplier's business.

- C. **Client IP.** In the course of providing the Services under this Agreement, Supplier may incorporate certain Client IP into Supplier IP as necessary in the performance of the Services. Client hereby grants to Supplier a non-exclusive license to use the Client IP solely to perform the Services set forth in the applicable SOW. Unless expressly stated otherwise in the applicable SOW, Supplier shall not use, reproduce for its own use (except with Client's approval in writing), sell, otherwise transfer, use or permit the use of any Client IP other than in connection with the provision of Services. Client shall be responsible for obtaining any and all permissions necessary for Supplier to use Client IP in connection with Supplier's performance of the Services. Client represents that Client has all necessary legal rights to provide the Client IP to Supplier, and that use of the Client IP by Supplier and all other persons and entities as intended by Client and Supplier will not infringe upon any intellectual property rights of any person or entity or any rights of publicity, personality or privacy of any person or entity, or violate any law, statute, ordinance or regulation. Client shall retain all right, title and interest in and to Client IP.
- D. **Client Deliverables.** Certain Services, if purchased by Client, may include materials or output specifically created for or in conjunction with Client that are designed to be used internally across Client's organization or externally with Client's customers, vendors, or third-party partners ("Client Deliverables"). All Client Deliverables shall be specifically identified as such in an applicable SOW. Supplier agrees that the elements of the Client Deliverables created specifically for Client shall be owned by Client, excluding any Supplier IP contained or embodied in the Client Deliverables. Supplier grants Client a perpetual, non-exclusive, royalty-free, worldwide, non-transferable and non-assignable license to use the Supplier IP incorporated into any Client Deliverables in connection with the Client Deliverables, but not independently from such Client Deliverables. For the avoidance of doubt, the license restrictions set forth in this Section for Supplier IP shall apply with respect to any Supplier IP used in the creation of Client Deliverables.
9. **Supplier Technology.** The Services may include and require the use of "Supplier Technology" which is defined to include hosted services, audio/visual information, software, technology, hardware, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical materials or information provided by Supplier, which Supplier makes available to Client pursuant to the terms of this Agreement and the applicable SOW. Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, Supplier Technology and notify Supplier promptly of any such unauthorized use. Client will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Supplier Technology; or modify, translate, or create derivative works of the Supplier Technology. If Client becomes aware of a participant committing the actions in the immediately preceding sentence, Client shall immediately notify Supplier.
- Supplier warrants that: (i) the Supplier Technology will each substantially conform in all material respects to the specifications described in the applicable SOW when the Supplier Technology is used by Client in accordance with any instructions provided by Supplier, and (ii) the functionality of the Supplier Technology will not be materially decreased from that which is available as of the effective date of the licenses to use the Supplier Technology (as further set forth in an SOW). In the event that any Supplier Technology fails to perform in accordance with this warranty, Client shall promptly notify Supplier of such fact, and, as Client's sole and exclusive remedy Supplier shall: (i) repair or replace the failed Supplier Technology to correct any defects in performance without any additional charge to Client, and (ii) extend Client's license term commensurate with any period of outage or other material disruption to Supplier's Technology, if applicable.
10. **Insurance.** A copy of Supplier's insurance coverages is set forth in **Exhibit A**. Upon request from Client, Supplier shall furnish to Client a certificate of insurance designating Client as an additional insured evidencing the coverages set forth in **Exhibit A**.
11. **Survival.** The provisions of this Agreement relating to proprietary rights, confidentiality, indemnification, warranty, limitation of liability, and termination shall survive the expiration or earlier termination of this Agreement, and the expiration or termination of this Agreement shall not relieve the Client of its obligation to pay all sums due and outstanding as of such expiration or termination.
12. **Relationship of the Parties.** Client agrees that Supplier's relationship is that of an independent contractor and that this Agreement shall not be construed as creating a relationship of partners, affiliates, employer-employee, a joint venture or principal-agent between Client and Supplier.
13. **Warranties; Indemnification.** Supplier represents and warrants that the Services shall be performed in a diligent, good and workmanlike manner consistent with the highest professional standards and quality. In the event that a Supplier-led training delivery prevents Client employees from receiving the full benefit of the Services, Supplier will re-perform the deficient session at no cost to Client. In addition, if Client can reasonably demonstrate in writing to Supplier that (i) the Services do not materially conform to the specifications described in the applicable SOW, or (ii) that the Services were not performed in good faith and in a professional manner, then, at its sole option, Supplier will either (a) correct the defect at no charge, (b) replace the affected Services, or (c) re-perform the deficient Services.

Each party hereby represents and warrants that it has the full right, title, or license to use and sublicense Supplier IP, or, in the case of Client, Client IP, and that the other party's use of them as contemplated under this Agreement shall not infringe or misappropriate any right of any person or entity. Each party shall, at its sole expenses defend, indemnify and hold the other party and its officers, agents, directors, employees, independent contractors, consultants, affiliates and licensees harmless from and against any and all liability, losses, claims, costs, damages, demands, penalties, or other expenses (including attorneys' fees and other legal expenses) occasioned by any real or potential claim, demand or action which arises out of the foregoing representation and warranty. Notwithstanding the foregoing, the indemnification obligation in this Section 13 shall not apply to: (a) the use of Supplier Confidential Information or Client Confidential Information, as applicable, in a manner not



contemplated by this Agreement; or (b) Client's use of Supplier Confidential Information in combination with any services, materials, products, or information not provided to Client by Supplier or its Affiliates.

Any indemnification obligation under this Agreement requires that the indemnified Party: (a) provide the indemnifying Party prompt written notice of any claim, or upon reasonable suspicion of a claim; (b) cooperate with the indemnifying Party's reasonable request for information or other assistance (at the indemnifying Party's expense); (c) grant control of the defense and settlement of the claim to the indemnifying Party; and (d) not settle or make any offer to settle the claim or make any admission of guilt or fault without first obtaining the indemnifying Party's prior written approval.

If any materials or Services become or are reasonably likely to become the subject of an infringement claim then Supplier, at its discretion will: (a) obtain the right for Company to continue using the affected materials or Services; (b) replace or modify the affected materials or Services; or (c) terminate the applicable SOW by written notice to Client. If an SOW is terminated under this Section 13, Supplier will refund to Client the amount(s) paid to Supplier prorated for Services or materials that have not yet been delivered or consumed by Client or its employees.

Each party's obligations under this subsection shall survive any expiration or termination of this Agreement. Except as expressly provided herein, Supplier expressly disclaims all warranties, whether express, implied or statutory as to any services rendered or other deliverables in connection with this Agreement, including the warranties of merchantability and fitness for a particular purpose.

14. **Limitation of Liability.** Neither party shall be liable for any special, incidental, consequential, or indirect damages, including without limitation, lost data or profits, however arising, even if it has been advised of the possibility of such damages. In no event shall Supplier's liability for damages exceed the amount paid by Client to Supplier hereunder for the Services from which the claim arose within the twelve (12) month period immediately before the date of the event giving rise to the applicable claim.

In all such cases, a party's liability shall be limited to the greatest extent permitted by applicable law. Other than indirect damages detailed in this Section, nothing shall exclude or limit either party's liability for: (a) death or personal injury caused by its or its Affiliate's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter for which it would be prohibited by applicable law to limit or exclude or attempt to limit or exclude liability.

15. **Non-Solicitation of Personnel.** Neither party will knowingly solicit or hire any employee or third-party consultant of the other party (collectively, "Personnel") for so long as any SOW remains outstanding and for a period of twelve (12) months after completion of the last SOW; provided, however, that nothing will prevent the parties from offering employment to such Personnel who respond to general advertisements in the ordinary course of business.
16. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the completion of the Services in an applicable SOW or otherwise terminated by either party for any or no reason, upon thirty (30) days written notice to the other party. If Client terminates this Agreement or an individual SOW in accordance with this Section, Client will be liable for all fees for Services performed in accordance with the SOW through such date of termination and any Fees which are shown in the SOW as fully earned, non-refundable and/or non-cancellable and any other applicable cancellation fees and/or non-cancellable charges (collectively, the "Termination Fee"). The parties intend the Termination Fee to be liquidated damages constituting compensation, and not a penalty, for any termination by the Client under such clause.

The termination of this Agreement, for any reason, shall automatically, and without further action by Supplier, terminate and extinguish Client's right to continue use of Supplier IP and/or Supplier Technology, including the right to permit a third party to host Supplier IP; provided that, the termination of any SOW shall not terminate this Agreement nor any other non-terminated SOW. Upon election of Supplier, the Client shall either: (i) return (except as otherwise expressly provided herein) all copies thereof (including any copies made for back-up or archival purposes), wherever located, to Supplier or (ii) destroy or cause to be destroyed (including delete from the Client's equipment) all such copies, and in each case, certify to Supplier in writing that it has retained no copies of Supplier IP and has discontinued use of Supplier Technology. Upon request by Client within thirty (30) days of the effective date of termination, Supplier will return Client IP, if applicable, to Client. Notwithstanding the foregoing, it is expressly agreed that nothing in this Section shall preclude a Client employee's continued use of Supplier IP as is specifically granted in Section 8 (B) above or an applicable SOW.

17. **Force Majeure.** Neither party shall be liable to the other party for failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other governmental directives, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, or other similar events (each, a "Force Majeure Event"). In addition, the party claiming the Force Majeure Event (the "Claiming Party") is excused on a day-by-day basis to the extent of the interference, provided that: (a) the Force Majeure Event is beyond the reasonable control of the Claiming Party and without its fault or negligence; (b) the Claiming Party notifies the other party as soon as practicable of the nature and expected duration of the claimed Force Majeure Event; (c) the Force Majeure Event could not have been avoided by reasonable precautions or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means; and (d) the parties explicitly agree that if a workshop Service is initially intended to be delivered in-person (a "Live Commitment") must be rescheduled due to a Force Majeure Event, virtual delivery of that Live Commitment is a commercially reasonable alternative.
18. **Governing Law; Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania exclusive of its choice of law provisions. The courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.



Each party also hereby waives any right to a jury trial in connection with any action or litigation arising out of or related to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

19. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
20. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; such consent not to be unreasonably withheld; provided, however, either party may assign this Agreement to any person, firm or corporation that may acquire or take an assignment of substantially all of such party's assets and business interests provided such purchaser shall assume the obligations of the acquired party hereunder.
21. **Notices.** Notices and other communications by a party shall be deemed given when sent by postage prepaid, certified or registered mail or overnight courier to the other party at the addresses set forth in the preamble of this Agreement or to such other address as either party designate by written notice to the other party. A copy of all notices to Supplier should also be emailed to notices@richardson.com.
22. **Marketing.** Client agrees that Supplier may use its company name and logo as a reference for marketing or promotional purposes on the Supplier website and in other public or private communications, subject to Client's standard trademark usage guidelines as provided to Supplier. Client further agrees to work with Supplier if Supplier wishes to develop a case study based on the Client's experience with Supplier.
23. **Research Data and Benchmarks.** Client authorizes Supplier to use Client information disclosed through training diagnostics, surveys, or assessments, or through software or other data collection activities used to deliver Services or validation of participant records, configuration of Services for Client, research and benchmarking purposes and product development (collectively "Research Data") including creating or updating Benchmarks. "Benchmarks" mean aggregated data received, collected, analyzed, and maintained by Supplier to improve its Services and materials. Benchmarks may be derived from public information, diagnostic responses, survey data and best practices information. Benchmarks are always presented in an aggregated and de-identified form that does not identify a particular individual or company.
24. **Compliance with Laws.** Supplier and Client agree that each party, its employees and subcontractors, shall abide by the terms set forth in **Exhibit B** (Compliance with Laws and Standards), attached hereto and made a part hereof.
25. **Counterparts and Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and may not be modified except in a writing signed by both parties. This Agreement and any SOW govern over conflicting terms in any other document, including purchase orders or customer systems. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and when taken together shall constitute the same Agreement.



Exhibit A

Supplier Insurance

Supplier shall, at its sole cost and expense, procure and maintain continuously throughout the Term of this Agreement the insurance set forth herein. Client shall have the right (but not the obligation) to obtain insurance on behalf of Supplier that Supplier is required to carry hereunder but fails to keep current. A copy of Supplier's certificate of insurance shall be delivered to Client prior to commencing Services.

Commercial General Liability Insurance, including blanket contractual coverage, of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from Supplier's Services.

Workers' Compensation Insurance for statutory limits.

Employer's Liability coverage with limits of not less than \$1,000,000.

Professional Liability Insurance with minimum limits of \$1,000,000 each claim and in the aggregate covering Supplier's negligent acts, errors and omissions.

Network Security and Privacy Liability Insurance of \$1,000,000 per claim.

Cyber Liability Insurance of \$1,000,000 per claim.

The liability insurance policies shall be primary and non-contributory with any other coverage, including any carried by Client or any additional insured as defined in Section 10 of the Agreement, and shall contain a waiver of subrogation in favor of Client and any additional insured.

All policies of insurance procured by Supplier shall be issued by insurance companies with a general policy holder's rating of A or A- and a financial rating of not less than Class VII as rated by A.M. Best Rating Services, Inc. and licensed to do business in the state where the Services are being performed and authorized to issue such policy or policies.

With the exception of Workers' Compensation, Cyber/Network Security Liability and Employer's Liability Insurance Policies and Professional Liability Insurance, each insurance policy described above must provide for Client and its subsidiaries and affiliates to be additional insureds under each such policy.

Furnishing acceptable evidence of required coverage(s) does not relieve Supplier from any liability or obligation for which it is otherwise responsible to Client.



Exhibit B

Compliance with Laws and Standards

Each party represents and warrants that it shall, together with its subcontractors, in activities related to the performance of this Agreement, comply with all applicable laws, rules and regulations pertaining to the Agreement, including, but not limited to, the following:

1. Ethical Conduct and Anti-Bribery and Corruption

Neither party nor its Personnel as defined below will, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; and "Personnel" means Supplier or Client's officers, directors, employees, direct or indirect beneficial owners or shareholders, or any other party acting on behalf of Supplier or Client. Further, neither Supplier nor Client Personnel has taken or will take, directly or indirectly, any action that would cause either party or either party's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Each party agrees to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Agreement, and to make all such books and records available to the duly authorized representatives of the other party as deemed necessary to verify compliance with Anti-Corruption Laws and this Agreement. This provision shall survive any termination of the Agreement.

2. Occupational Safety, Health and Fair Working Environment

Each party shall operate safe and fair working environments in accordance with the local industry standards including rules and regulations pertaining to fair labor standards, child labor, and environmental and occupational safety, which meets or exceeds the requirements of the health and safety laws applicable in the countries in which the parties operate.

3. Privacy, Data Protection and Security

During the course of providing the Services, Supplier and its Affiliates may collect Personal Data from participants as described in Supplier's Privacy Policy (<https://challengerinc.com/legal/privacy-policy/>). "Personal Data" means any information relating to an identified or identifiable individual where such information is contained within information disclosed to Supplier by Client or collected pursuant to a participant's access to the Services and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws (as defined in the Data Processing Agreement). Both Supplier and Client agree to the terms of this linked Data Processing Agreement here (<https://challengerinc.com/legal/data-processing-agreement/>), which are incorporated by reference into this Agreement (the "DPA"). The DPA sets out how Supplier will process Personal Data on Client's behalf in connection with the Services.