TERMS AND CONDITIONS

CONFIDENTIALITY AND NON-DISCLOSURE PROPOSAL TRAINING DOCUMENT

The information in this document is confidential to SGS and cannot be reproduced or redistributed in any way or form without prior written consent from SGS. Any terms and conditions in this document are valid for 60 days after proposal submission to the customer.

The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that might be inferred from this document. Every reasonable attempt has been made to ensure that the information contained within this Proposal document is current and properly sets forth the requirements as have been determined to date.

The parties are under no obligation to acquire or provide any services to the other. This document describes the parties' tentative plans and if any point is unclear it is the other party's responsibility to ascertain the true facts and considerations to enable a response to this Proposal in a timely manner.

This Proposal shall only be shared with the customer employees and in the event we are not chosen and in the absence of fully executed Non-Disclosure Agreement documentation we expect all documents related to this bid to be destroyed or returned to SGS in their entirety.

SHOULD THE CUSTOMER AND SGS AGREE TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF THE SERVICES, THE PARTIES SHALL MUTUALLY AGREE UPON AND SIGN THE TRAINING PROPOSAL DOCUMENT.

TERMS AND CONDITIONS

These Training Service Terms and Conditions ("Terms") govern the supply of training courses on site or on line ("Training") by SGS Société Générale de Surveillance SA or any of its affiliated companies or their agents ("SGS") using SGS course materials ("SGS Course Materials") at specified locations and times agreed with customer for delivery to Customer or to Customer's designated attendees ("Customer").

1. Order and acceptance

1.1 Any order form placed by Customer and accepted by SGS will be subject to these Terms. Customer's Training Proposal agreement shall include at a minimum proposed scheduled date, location and name of the requested training course. All Training Proposal documents are binding on final completion and signature of verification Training shall commence on the dates specified by SGS in its confirmation.

1.2 SGS will provide an outline of the proposed course content to the Customer. The Customer is responsible for notifying SGS of any changes required to the proposed content, which may incur additional cost. All information on price, technical and other data stated in SGS website, advertisements, and illustrated matter is to be considered approximate. Such information is only binding to the extent expressly stated in SGS' confirmation.

2. Scope of services

2.1 SGS will provide the Training described in the applicable Training Proposal in accordance with these Terms.

2.2 The use of any online learning platform is subject to SGS` Terms of Use applicable to the relevant on line platform.

2.2 SGS will issue participation certificates to the Customer or attendees having attended the whole Training after the end of the Training and send them to the Customer or each individual attendee as agreed. For eLearning, certificates will be made automatically available through SGS Academy LMS (for the learner to download) once they have completed the training.

2.3 SGS reserves the right to refuse or limit any services for Training if the Customer fails to satisfy the requirements for a Training course prior to the start of the course. In such cases no refund or cancellation fee will be paid.

2.4 SGS may remove an attendee from a course, where, in the opinion of the trainer, which shall be final, the attendee is behaving unreasonably or does not comply with all applicable health and safety legislation and codes of practice.

3. Price and payment

3.1 Unless otherwise set forth by SGS in writing, prices are valid at the dates of SGS' Training Proposal Document All Orders Forms are subject to an offer binding period of 12 months. The price shall include the training material provided during the Training.

3.2 All payments must be received within 30 days of the SGS Invoice. No discounts are given for early payment. If the customer fails to make the payment on the due date then, without prejudice to any other remedy available, SGS shall be entitled to: Cancel or suspend the service (including in case of eLearning, deactivating access to the courses)

Non payment of agreed costs will incur interest at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received. Any other additional charge or expenses (meals and drinks) as specified in SGS' confirmation shall be due upon completion of the Training and payable within thirty (30) days of SGS' invoice .

3.3. All applicable local sales or taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. The Price and all other charges quoted to the Client for the provision of Services are exclusive of any Value Added Tax, for which the Client shall also be liable SGS shall add to its invoice(s) at the appropriate rate.

4. Cancellation and Postponement

4.1. Any cancellation or postponement of Training shall be made in writing. If the Customer wishes to cancel a Training course, transfer to a later scheduled course or change the agreed timeline as agreed in the Proposal Document the following fees shall be due or will be deducted from payments already received. NO fees will be due if a substitute attendee is identified and the course continues to be delivered as agreed.

Days' notice of cancellation / transfer prior to the commencement of the Training Services % of Charges to pay,

30 working days plus	No charge
29-15 working days	50%
14 working days or less	100 %

4.2 Cancellation or program changes by SGS unless otherwise specified or agreed in writing by SGS, shall commence on the date specified by SGS in the Training Proposal Document. SGS will use reasonable efforts to give notice of any cancellation of any course or any necessary alteration in the program, as the case may be.

If the course cannot be rescheduled, Customer may be entitled to a refund of any fee paid in respect of the cancelled Training but shall not otherwise be entitled to any compensation, costs, travel expenses, losses or damages arising from such cancellation, unless caused by SGS' intention or gross negligence.

5. Intellectual property and Confidentiality

5.1 All SGS Course Materials, including documentation, technical data, subject matter expertise provided to the Customer, provided for use throughout the Training are the copyrighted works of SGS or the original content provider and shall be held in confidence. Unless otherwise set forth in the order or SGS' confirmation and upon payment of all sums due, SGS grants the Customer a non-exclusive, non-transferable license to use internally a single copy of the Course Material for the sole benefit of each Attendee attending the Training.

5.2 SGS will defend or settle any claim against the Customer regarding the SGS Training, to the effect that SGS knowingly infringed a copyright, trade secret or trademark in the country where such Training is delivered; provided that the Customer promptly notifies SGS in writing of the claim, and the Customer cooperates with SGS in, and grants SGS the sole control of, the defense or settlement.

6. Warranty

6.1 SGS warrants that in carrying out the Training it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

Except as expressly represented otherwise, and to the extent not prohibited by law, all Training, including any documentation, publications, and other information provided by or on behalf of SGS or its suppliers to Customer or Attendee are issued, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. SGS expressly disclaims all liability for anything done or omitted in reliance upon the Training. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED by SGS AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY SGS SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

6.2 In the case of eLlearning:

6.2.1 SGS shall use all reasonable efforts to ensure the LMS operates in a reliable manner and on a 24/7 basis during the term of the rights of use of the Course but the Customer acknowledges no guarantee can be given as to the operation and availability of the internet;

6.2.2 the Customer shall notify SGS within 24 hours of discovering any technical malfunction;

6.2.3 if SGS needs to interrupt the service to carry out any corrective maintenance works, it shall take all steps reasonably necessary to remedy the malfunction within 24 hours. If the service remains unavailable for more than 24 hours SGS shall extend the Participant's period of access to the Course for a period equal to the length of the period on non-availability and the Customer acknowledges and agrees that this shall be its sole remedy for non-availability of the Course;

6.2.4 where maintenance of the LMS is required, SGS may temporarily interrupt access to the Course and, provided that SGS uses reasonable endeavours to limit the interruption time and gives prior notice to the Customer, it shall not be liable to the Customer for any such interruptions;

6.2.5 SGS does not warrant the uninterrupted and error-free operation of the Courses;

6.2.6 any claim in respect of an Anomaly or Non-Compliance must be notified to SGS within 8 days of the date of delivery of the access keys to the Course. The Customer shall be responsible for proving the Anomaly or Non-Compliance. Only SGS is authorised to rectify any Anomaly or Non-Compliance and the Customer shall not attempt to do so itself or engage a third party to do so; and

6.2.7 SGS shall not be responsible for any Anomaly attributable to: any change to the Course made by the Customer without the prior written consent of SGS; programmes not supplied by SGS; processing which is not in compliance with the documentation available or any breach of the Agreement by the Customer.

7. Limitation of liability

7.1 Nothing in these Terms shall exclude or limit SGS' liability to the Client for death or personal injury to the Customer's or the attendees' property or for fraud or any other matter resulting from SGS' negligence or fraudulent misrepresentation.

7.2 Subject to Clause 7.1, SGS' total liability shall not exceed the fees paid or due by Customer.

7.3 SGS shall not be liable for topicality, correctness and completeness of the training material provided and the Training arranged. SGS shall especially not be liable to the Customer in contract, tort, law or otherwise howsoever and whatever the cause thereof, (i) for any loss of profit, hire, business contracts, revenues or anticipated savings, or (ii) for damage to the Customer's reputation or goodwill, or (iii) for any loss resulting from

any claim made by any third party, or (iv) for any special, indirect or consequential loss or damage of any nature whatsoever.

8. Force majeure

Neither party shall be responsible for any failure or delay in performance of its obligations under these Terms (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of licence (other than as a result of any act or omission of SGS) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, illness, death or resignation of personnel or any other cause beyond its reasonable control.

9. Data Protection

SGS is committed to protecting the privacy and information of its Customers according to SGS Privacy Policy which is available at http://www.sgs.com/privacy.htm.

Where SGS is using or processing Personal Data for Customer, SGS warrants to the Customer that it will only use the Personal Data according to the exclusive instructions of the Customer and for the sole purpose of carrying out its obligations hereunder. SGS further warrants that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Client, and further, that it has in all respects complied with its obligations under all applicable data privacy laws including the General Data Protection Regulation (EU) 2016/679 ("GDPR"). SGS and Customer undertake to execute a Data Processing Agreement by which their respective rights and obligations as data controller and processor will be defined. Unless otherwise agreed, SGS Data Processing Agreement shall be separately executed and be part of these Terms.

Customer shall further ensure and hereby warrants and represents that it is entitled to transfer the personal data to SGS so that SGS may lawfully use, process and transfer the Personal Data in accordance with these General Conditions. Customer shall ensure that relevant data subjects have been informed or have given their consent to such use, processing and transfer as required by all applicable data privacy laws.

10. Termination

SGS may terminate this agreement immediately by written notice to you if:

(a) The Customer commits a material or persistent breach of this agreement which the Customer fails to rectify (if it can be so rectified) within fourteen (14) days after SGS have sent Customer written notice requiring you to rectify such breach; or

(b) A petition for a bankruptcy order to be made against the Customer has been presented to a court; or

(c) The Customer is a company and becomes insolvent or unable to pay its debts, or the Customer enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), or a resolution for the Customer winding-up is passed, or the Customer has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, or it makes any composition or arrangement with your creditors or it takes or suffers any similar action in consequence of its debts.

11.2 Upon termination for any reason:

(a) All rights granted to the Customer under this agreement will cease;

(b) The Customer must terminate all activities authorised by this agreement;

(c) The Customer must immediately pay to SGS all amounts due to it under this agreement; and

(d) The Customer must immediately delete or remove the Training Materials or Documentation from all computer equipment in its possession, and immediately destroy or return to SGS (at our option) all copies of the Training Materials and Documentation then in its possession, custody or control and, in the case of destruction, SGS will require a certificate to confirm that the Customer has destroyed the Training Materials and Documentation.

11. HEALTH & SAFETY

If SGS is attending the Customer's premises to provide Training Services, then prior to SGS attending your premises The Customer will provide all relevant health and safety information SGS may request from time to time (including but not limited to evidence of full insurance cover for public liability).

If at any time while attending the Customer's premises SGS personnel have reason to believe that the Customer is not complying with any relevant health and safety regulation or that the safety of SGS personnel is at risk in any way, then SGS personnel may terminate the attendance and SGS shall report to the Customer in writing the reasons for such termination. In such event, SGS shall not be liable to the Customer for any refund of fees paid for such aborted Training Services.

12. NON-SOLICITATION

The Customer shall not during the term of this Agreement and for 6 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Training Services.

13. Disputes

Unless specifically agreed otherwise, all disputes arising out or in connection with these General Conditions or the Training Proposal Document shall be governed by the laws of England and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in London and be conducted in the English language

14. Data Processing agreement

This is a Data Processing Agreement ("DPA") between SGS Société Générale de Surveillance SA, a limited liability company organized under the laws of Switzerland, with its registered office at 1 Place des Alpes, 1201 Geneva (collectively "SGS" or "Data Processor") and [insert client name], a company organized under the laws of [insert country], with offices at [insert address] ("Client" or "Data Controller") (SGS and Client shall be known as the "Parties").

The Parties do business pursuant to which the Processor provides services to Client (collectively, the "Services"), regulated or not by specific written agreements (the "Agreement") that may entail the Processing of Personal Data (as defined below).

The European General Data Protection Regulation ("GDPR") imposes specific obligation on Client with regard to its vendor relationships. The GDPR requires companies to conduct appropriate due diligence on processors and to have contracts containing specific provisions relating to data protection.

The Parties are required to comply with all applicable laws. This DPA documents the data protection requirements imposed upon the parties by the GDPR. This DPA is hereby incorporated by reference into any and all Agreements in order to demonstrate the Parties' compliance with the GDPR. In the absence of any Agreements, this DPA shall stand alone as an agreement between the Parties.

For purposes of this DPA, "GDPR" means Regulation (EU) 2016/679, the General Data Protection Regulation, together with any addition implementing legislation, rules or regulations that are issued by applicable supervisory authorities. Words and phrases in this DPA shall, to the greatest extent possible, have the meanings given to them in Article 4 of the GDPR. In particular:

- Controller, Processing and Processor have the meanings given to them in the DP Law;
- Data Subject means an individual who is the subject of personal data;
- DP Law means: (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR); and (ii) any other laws, regulations and secondary legislation enacted from time to time in the EEA and in the UK, irrespective of whether GDPR continues to have direct effect in the UK post Brexit, relating to data protection, the use of information relating to individuals, the information rights of individuals and/or the processing of Personal Data;
- Personal Data has the meaning given to it in the DP Law, so far as it relates to the personal data, or any part of such personal data, of which SGS is the Processor acting on Client's behalf and in relation to which Client is the Controller.

1. SGS and Client shall each comply with the DP Law as it applies to Personal Data processed under the Agreement. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the DP Law.

2. Client s solely responsible for determining and maintaining the lawful basis for the Processing of Personal Data by SGS under the Agreement and ensuring that the instructions Client provides to SGS and the Processing of the Personal Data by SGS comply with the DP law.

3. A description of the Data Processing carried out by SGS under the Agreement is set out in Table 1.

4. If applicable, the Client shall promptly communicate to SGS the name and the contact details of its data protection officer and representative appointed according with articles 27 and 37 of the GDPR and any change of these information.

5.In respect of the Personal Data processed by SGS as a Data Processor acting on Client's behalf under this Agreement, SGS shall:

(a) Process the Personal Data only on Client's written instructions, unless required by law to process it differently (in which case it shall, if permitted by such law, promptly notify Client of that requirement before processing);

(b) Process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of carrying out its obligations under this Agreement; ensure that it has in place appropriate technical and organizational measures to protect against unauthorized, unlawful or accidental processing, including accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, such measures in each case to be appropriate to the likelihood and severity of harm to Data Subjects that might result from the unauthorized, unlawful or accidental processing, having regard to the state of technological development and the cost of implementing any measures;

(c) Ensure the security of the processing, in accordance with the requirements of the DP Law;

(d) Ensure that persons engaged in the Processing of Personal Data are bound by legally binding confidentiality obligations;

(e) Keep a record of the Processing it carries out, and ensure the same is accurate;

(f) At Client's costs, comply promptly with any lawful request from Client requesting access to the Personal Data to the extent the same is necessary to allow Client to fulfil Client's own obligations under the DP Law, including Client's obligations arising in respect of a request from a Data Subject, unless however Client has the ability to carry out that action on the Personal Data on Client's own or that such Personal Data is not accessible to Client directly;

(g) Notify Client promptly if it receives any complaint, notice or communication (whether from a Data Subject, competent supervisory authority or otherwise) relating to the Processing, the Personal Data or to either party's compliance with the DP Law as it relates to this Agreement, and provide Client with reasonable co-operation, information and other assistance in relation to any such complaint, notice or communication;

(h) Notify Client promptly if, in its opinion, an instruction from Client infringes any DP Law (provided always that Client acknowledges that Client remain solely responsible for obtaining independent legal advice regarding the legality of Client's instructions) or SGS is subject to legal requirements that would make it unlawful or otherwise impossible for SGS to act according to Client's instructions or to comply with DP Law;

(i) Be generally and previously entitled to have the Personal Data processed by other SGS Affiliates and other subprocessors, which list will be made available to Client if requested. The appointment of the subprocessor must be in compliance with the relevant DP Laws, including from a transfer standpoint outside of the EEA;

(j) Ensure in each case that prior to the Processing of any Personal Data by any sub-processor, terms equivalent to the terms set out in this Section are included in a written contract between SGS and any sub-processor engaged in the Processing of the Personal Data;

(k) Only transfer the personal data outside of the European Economic Area (EAA) if (i) this is justified for business purposes; (ii) safeguards exist to ensure that Personal Data will continue to be protected at a

minimum with the same level of protection required in the jurisdiction of origin, and (iii) all the relevant DP Law requirements on transfers of personal data to third countries or international organizations are fulfilled. For the purposes of this agreement, both parties agree that SGS is entitled to use standard data protection clauses, according with the provision of Art. 46 of the GDPR, for transferring personal data to non EU sub processsors,

(l) Inform Client promptly if a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed under this Agreement has occurred;

(m) Inform Client promptly if it receives a request from a Data Subject for the exercise of the rights related to that person's Personal Data and shall:

i. promptly provide Client with reasonable co-operation and assistance in relation to such request; and

ii. not disclose the Personal Data to any Data Subject (or to any third party) other than at Client's request or as otherwise required under the Agreement;

(n) At Client's costs, provide reasonable assistance to Client in responding to requests from Data Subjects and in assisting Client to comply with Client's obligations under DP Law with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators (a. 32 to 36 of the GDPR), taking into account the nature of the Processing and the information available to the Data Processor;

(o) After the end of the provision of the Services, SGS shall delete, at the Client's written request, all Personal Data processed on behalf of the Client, except where necessary to retain such Personal Data strictly for the purposes of compliance with local or international laws;

(p) Subject to the requirements of commercial and client confidentiality, make available to Client such information as is reasonably required to demonstrate compliance in accordance with the requirements with this Annex by providing to Client a copy of SGS most recent Information security policies and audit report security control for the Services.

Annex Table 1 – Description of the processing

Subject matter of the processing:

The Processing of Personal Data to the extent necessary for the provision of the Services by SGS to Customer.

Nature of the processing:

Such processing as is necessary to enable SGS to comply with its obligations and exercise its rights under the Agreement, including collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Purpose of the Processing:

The performance of SGS's obligations and exercise of its rights under the Agreement, including the performance of functions required or requested by Client for Client's compliance with Client's statutory and/or contractual obligations.

Personal Data types:

Personal Data provided to SGS by or on Client's behalf, including personal data provided directly to SGS by a Data Subject or third party: (i) on Client's instruction or request; or (ii) on the request of SGS where SGS has been authorized to make such request by Client or is legally required to make such request. The Personal Data processed under the Agreement may include, amongst others (depending on the scope of Services provided): name, home address, correspondence address, date of birth, gender, nationality, shareholder reference number, employee number, employee payroll ID, national insurance or other national identity number, passport number, email address, telephone number, fax number, bank account details, power of attorney details.

Categories of Data Subjects:

Personal data related to individuals associated with Client (including, amongst others, Client's past, current, and future shareholders, directors, officers, employees, agents, suppliers, contractors, and their representatives).

Duration of the processing:

All the time necessary to the performance of the Services and of the other contractual and/or regulatory obligations imposed on SGS.