

PROPEL STANDARD TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS

1. In these terms and conditions, the following words have the following meanings:
 - 1.1.1. **"Assessment"**: any of the questionnaires or tests made available by the Company or the Client to a Candidate further to this Contract;
 - 1.1.2. **"Assessment Data"**: any data relating to the Candidate (including Personal Data and Special Categories of Personal Data) collected through the Candidate's use of the Products or Assessments which is not Research Data;
 - 1.1.3. **"Candidate"**: any respondent to any Assessment;
 - 1.1.4. **"Client"**: the person(s), firm or company who purchases the Products and/or Services from the Company or is otherwise given access to the Company's Products and/or Services;
 - 1.1.5. **"Company"**: the entity that invoices the Client; either:
 - Propel FZ LLC - Registered in the Emirate of Fujairah, UAE. Registered office: Unit 104, Aspect Tower, Business Bay, Dubai, UAE
 - Propel International Consultancy - Registered in the Emirate of Dubai, UAE. Registered office: Unit 104, Aspect Tower, Business Bay, Dubai, UAE
 - Propel International, LLC - Registered in the state of Delaware, USA. Registered office: 616 Corporate Way, Suite 2-5900, Valley Cottage, NY, 10989, USA
 - Propel Talent (UK) Ltd - Registered in England & Wales, UK.. Registered office: Suite 1400, 20-22 Wenlock Rd, London, England, N1 7GU, UK
 - Propel International (NZ) Limited – Registered in New Zealand. Registered office: 6 Mitchelson Street, Ellerslie, Auckland, 1051, NZ
 - Propel HR Consulting SL – Registered in Spain. Registered office: Avda Alberto Alcocer 10 Planta 3, Puerta B, 28016 Madrid, Spain
 - 1.1.6. **"Contract"**: these terms and conditions of supply of goods and services including all appendices attached hereto and any signed Order Scoping Forms if accepted by the Company;
 - 1.1.7. **"Data Protection Laws"**: the General Data Protection Regulation (Regulation (EU) 2016/679), all national implementation laws in respect of the same, and any other laws and regulations relating to data protection or the privacy of individuals that are applicable to the processing of Personal Data under the Contract;
 - 1.1.8. **"Delivery Point"**: the place where delivery of the Products and/or Services is to take place under clause 5;
 - 1.1.9. **"Identification Data"**: any data relating to the Candidate collected during the Client's use of the Products, or collected by the Company during the Client's use of the Products, used to identify a Candidate, and may include the Candidate's name, email address and other contact details;
 - 1.1.10. **"Intellectual Property Rights"**: copyright, rights to inventions, related rights, trademarks, service marks, trade, business, domain names, patents, rights in trade dress or get-up rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, algorithms, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extension of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
 - 1.1.11. **"Propel Talent Portal"**: the Company's online Assessment system;
 - 1.1.12. **"Order"**: a request or order for the supply of the Products and/or Services placed by the Client with the Company;
 - 1.1.13. **"Order Scoping Form"**: the Company's model contract form;

- 1.1.14. **"Output"**: any reports the Company produces and provides to the Client: (i) about Candidates; or (ii) further to any consultancy Services undertaken by the Company;
- 1.1.15. **"Personal Data"**: shall have the meaning ascribed to it in the Data Protection Laws;
- 1.1.16. **"Privacy Policy"**: the privacy policy displayed on the Website;
- 1.1.17. **"Products"**: any products or systems supplied to the Client by the Company (including any part or parts of them);
- 1.1.18. **"Research Data"**: any optional bBiographical Data, Personal Data, Special Categories of Personal Data, and other data, including Equality and Diversity Data such as gender, age and cultural background provided by the Candidate or Client;
- 1.1.19. **"Special Categories of Personal Data"**: shall have the meaning ascribed to it in the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.1.20. **"Services"**: any services provided to the Client pursuant to a Contract including without limitation: i) the provision of access to or links to Products; ii) and/or training courses to be supplied to the Client by the Company (including any part or parts thereof); and/or iii) other Consultancy Projects (as defined in Appendix);
- 1.1.21. **"Taxes"**: any sales, use, consumption, value added, withholding or similar tax whether chargeable in the United Kingdom or by a jurisdiction or taxing authority outside of the United Kingdom;
- 1.1.22. **"Third party vendor"**: Any assessment provider which is not affiliated to the Company
- 1.1.23. **"Website"**: www.propel-international.com

2. Headings will not affect the construction of this Contract. Use of the words include, including, in particular, or any similar expression are illustrative and do not limit the sense of the words following those terms. The singular tense of a defined term also includes the plural.
3. The additional terms and conditions set out in the appendices to this Contract shall also apply according to the type of Service being provided to the Client.
4. If there is any conflict or inconsistency between a term in the Order Scoping Form and a term in any of its appendices, the term in the Order Scoping Form shall take precedence.

2. CONDITIONS

1. This Contract sets out the complete and exclusive agreement between the Company and the Client in respect of the matters referred to in it and supersedes and excludes any previous agreement and/or representations between the parties, whether oral or written unless the Company and the Client enter into a separate agreement in respect of the Products and Services, and such agreement has been duly signed by an authorized signatory of the Company.

3. ORDER ACCEPTANCES

1. No Order placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Products and/or Services to the Client, on which date the Contract comes into existence.
2. The Client is responsible for ensuring that any purchase orders or other internal requirements of the Client are processed prior to placing an order with the Company, including setting up Assessments on The Propel Talent Portal made available to the Client. The Company may require

evidence that such requirements have been fulfilled prior to accepting an Order.

4. DESCRIPTION

1. The descriptions of the Products and/or Services are set out in the Company's statement of work, quotation, Order Scoping Form, brochure, Website or other applicable literature. All drawings, descriptive matter, specifications and advertising issued by the Company are published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. Such literature shall not form part of this Contract.

5. DELIVERY

1. The Company shall deliver the Products and/or Services to/at the location set out in the Order at any time after the Company notifies the Client that the Products and/or Services are ready.
2. Any dates quoted for delivery of the Products and/or Services are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Products and/or Services that is caused by an event beyond its control ("Force Majeure event") or the Client's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products and/or Services.
3. In the event that the Products and/or Services are not delivered within the quoted dates for delivery or to the agreed standard, the Client must inform the Company of the non-delivery of the Product and/or Services within seven days of the quoted delivery date.

6. FEES

1. Unless otherwise agreed by the Company in writing, the fee for the Products and/or Services shall be those set out in the Company's current price list, valid as at the date of Order, which is available on request from the Company.
2. The fee for the Products and/or Services shall be exclusive of any costs or charges relating to postage, packaging, insurance, transport, travelling expenses and/or any applicable import and/or export duties, which shall be paid for by the Client.
3. Any fees or rates quoted or estimated are exclusive of any applicable Taxes. The Client shall pay the Company the net contract amount.
4. Travel and subsistence expenses are charged in addition.
5. In the case of multi-year contract, the Company reserves the right to adjust fees related to third party vendors to reflect any increase in price of such vendors.

7. PAYMENT

1. The Company, at its absolute discretion, may require a Client to pay at the time Orders are accepted by the Company.
2. Unless otherwise agreed, invoices shall be paid within 30 days of invoice date ("Invoice Due Date"). In the event that invoices are not paid within

that time, the Company is entitled to charge a late payment fee of the lesser of 1% per month or the maximum allowed by law.

3. All sums due under this Agreement shall be paid by the Client in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If the Client deducts an amount in respect of taxes that the client is obliged to withhold by law, that amount shall remain payable by the Client to the Company until the Client has provided evidence to the Company that the Client has paid the amount of the withholding to the respective Taxation or other Government authority.
4. The Company shall be entitled to withhold, without any liabilities, delivery of any Products and/or suspend any of the Services if the Client fails to pay to the Company any sum due under this Contract by the Invoice Due Date.

8. CLIENT'S OBLIGATIONS

1. The Client represents, warrants and undertakes that it shall:
 - 8.1.1. ensure only those users it has authorised have access to The Propel Talent Portal;
 - 8.1.2. 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 Product and/or Services (as applicable) in any form or media or by any means, except as permitted in accordance with the Contract;
 - 8.1.3. administer and use the Products and/or any Services (including any related materials), in compliance with all relevant laws, procedures or guidelines applicable in the jurisdiction in which the Assessment is being administered;
 - 8.1.4. comply with applicable law with respect to the Contract; and
 - 8.1.5. enter into the Contract as a business customer and is not a consumer for the purposes of any consumer protection regulation.
2. The Company will rely on the documentation and information provided by the Client or its representatives and does not take responsibility for verifying the accuracy or completeness of it.
3. The Client may rely only upon the final work product and not on any drafts or oral statements made by the Company in the course of performing the Services.

9. THE COMPANY'S OBLIGATIONS

1. The Company shall provide the Services in a professional manner with reasonable skill and care. The Company will assign to the project team members or staff with adequate education, training and experience to perform the tasks assigned to them.
2. The Company does not provide any legal advice.

10. LIMITATION OF LIABILITY

1. The aggregate liability, taken together, of the Company, its affiliates and our and their respective employees, directors, officers, agents and subcontractors ("Related Persons") arising from or in any way connected with the Products, the Services or any claim under this Contract whether in contract, tort (including, without limitation, negligence and misrepresentation), or for breach of statutory duty or otherwise (all of

these being what we call "Theories of Law"), shall not exceed in aggregate the total fees paid (plus fees payable) to the Company during the twelve months immediately preceding the claim giving rise to such damages.

2. Subject to clause 10.3, in no event shall the Company or any of its Related Persons be liable under any Theories of Law under or in connection with, or arising out of, this Contract, with respect to any: (i) loss of income; (ii) loss of actual or anticipated profits; (iii) loss of business; (iv) loss of revenue or the use of money; (v) loss of contracts; (vi) loss of anticipated savings; or (vii) any indirect or consequential loss (all these categories being referred to herein as "Special Losses"). This exclusion of liability for Special Losses applies regardless of whether any of them are foreseeable, known, foreseen or otherwise contemplated, unless otherwise agreed in writing between the Parties. In addition, the particular Special Losses in that list (i) to (vii) inclusively apply whether such Special Losses are direct, indirect, consequential or otherwise.
3. In the rare circumstances where the only damages that can be suffered under this Contract are Special Losses, then clause 10.2 shall not have effect but, in that case, the limitation in clause 10.1 shall apply to such Special Losses.
4. Without limiting anything else in this clause, where we or any of the Related Persons are jointly liable to you with another third party under or in any way connected with this Contract, any Products or any Services, we and the Related Persons shall, to the extent permitted by law, only be liable to you for those losses that correspond directly with our or our Related Persons' proportionate share of responsibility for the losses in question, whether or not such other third party is made a party to the same proceedings as us or any related proceedings and whether or not such party satisfies (or is able to satisfy) any judgment against it.
5. Nothing in this Contract shall exclude or limit the liability of the Company or its Related Persons: (i) for death or personal injury resulting from the negligence of the Company or the Related Persons; (ii) for fraudulent acts or omissions of the Company or the Related Person; or (iii) to the extent that the law does not permit the same to be excluded or limited.
6. The Company shall not be liable in case of interruption of service, either temporary or definitive, from any third-party assessment provider to the Company. The Company commits to inform the Client of such interruption as soon as it gets knowledge of the interruption.

11. WARRANTY DISCLAIMER

1. The Company makes no warranties of any kind concerning the Products and the Services and disclaims the implied warranties of merchantability and fitness for a particular purpose. The Company does not warrant that the web-based electronic Assessment Services will operate without interruption or that it is free from errors.
2. In particular, the Company gives no warranties and shall not be liable to either the Client or any third parties as to the appropriateness of the Products and/or Services including but not limited to the completeness or accuracy of any computer scored reports. The Company excludes all liability for any disparate impact or disparate treatment and sexual or racial discrimination by the Client in connection with the use of any Products and/or Services provided by the Company.

12. INTELLECTUAL PROPERTY AND LIMITED LICENSE

1. The Client shall retain ownership of all material provided to the Company by the Client or its representatives and the intellectual property rights in that material.
2. The Company shall own all Intellectual Property Rights arising out of or in connection with the Contract (including any Intellectual Property Rights subsisting in the Identification Data, Assessment Data, Research Data and any other data created or collected in connection with the Contract and/or material produced by the Company in connection with the Contract and the Output). The Company shall retain the intellectual property rights in any materials provided by the Company to the Client and the skills, know-how and methodologies used or acquired during the course of providing any of the Services.
3. Subject to payment by the Client of all sums due under the Contract, the Company hereby grants to the Client a perpetual, revocable, worldwide, royalty-free, non-exclusive, license to use the Output and any Products for the Client's own internal human resource management purposes. The Services, including the Products and any material provided during the performance of the Services, are provided solely for the intended purpose and may not be referenced or distributed to any other party without the Company's prior written consent.
4. The Company grants to the Client a limited, non-exclusive, non-transferable right to access The Propel Talent Portal commencing on the date that The Propel Talent Portal is first made available to the Client and continuing during the agreed term and any agreed extensions thereto. The Client shall not permit any other party to use The Propel Talent Portal and the Client shall not use The Propel Talent Portal on behalf of any other party. The Client shall not permit any third party to, (a) decipher or decompile The Propel Talent Portal or develop or derive source code for The Propel Talent Portal; (b) develop passwords or other mechanisms that enable The Propel Talent Portal for any use or periods of time not covered by this Contract or (c) disassemble, decompile, reverse engineer, transmit, or hack into The Propel Talent Portal in any form or by any means.

13. CONFIDENTIALITY

1. Each Party (the "recipient") shall protect all confidential information which the other Party (the "discloser") provides to it (whether orally, in writing or in any other form) using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information shall not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient shall, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. The Recipient shall only disclose the Confidential Information to those of its and its affiliates' employees, agents and subcontractors who need to know it for the purpose of discharging the Recipient's obligations under the Contract, and shall ensure that such employees, agents and subcontractors are bound by confidentiality obligations equivalent to those contained in this clause.

2. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

14. DATA PROTECTION

1. The Company shall use Personal Data relating to Candidates (whether such information is provided directly by Candidates or by the Client) in the manner and for the purposes detailed in the Privacy Policy.
2. The Company warrants that it has made all necessary registrations where required, in accordance with the Data Protection Laws.
3. Subject to clauses 14.5 and 14.6 below, in respect of any Assessment Data and Identification Data (to the extent that it constitutes Personal Data) that is processed in connection with the Contract, the parties agree that they shall each be data controllers for the purposes of the Data Protection Laws and each party shall comply with its respective obligations under the Data Protection Laws and shall only process such data in connection with the Contract.
4. The parties acknowledge and agree that the Company will act as a processor in respect of the Assessment Data and Identification Data for the purposes of the Data Protection Laws.
5. The Client will ensure that any and all decisions about the Candidates based on their Assessment results are made in a manner that complies with the Data Protection Laws and all other applicable laws.
6. The Client warrants that:
 - a) all fair processing notices have been given to any Candidates and explicit consents obtained (as applicable) in accordance with the Data Protection Laws, and/or any local applicable data laws to which the Client is subject, for the Client to provide any Identification Data to the Company and for the Company to process such Identification Data for the purpose of providing the Products and/or Services; and
 - b) it will provide or make available to all Candidates a copy of the Company's Privacy Policy prior to undertaking Assessments.
7. The Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct losses, all interest, penalties and legal costs [calculated on a full indemnity basis] and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the Client's breach of this clause and/or the Data Protection Laws to which the Client is subject to.

15. TERMINATION OF CONTRACT

1. Either party may terminate this Contract immediately in the event that the other party: (a) is in material breach of any of its obligations under this Contract and either the breach is: (i) not capable of remedy; or (ii) capable of remedy but the other party has failed to remedy the breach within 30 days of being given written notice asking for it to be remedied; (b) does not act in accordance with the ethical guidelines; or (c) if the other party suspends payment of its debts or experiences any other insolvency or bankruptcy-type event.

2. Either party may terminate this Contract at any time for convenience by giving not less than three months' written notice to the other party, except where the Contract is subject to an agreed minimum term or agreed subscription term, the effective date of such termination shall be on the date of the expiry of such agreed minimum term or agreed subscription term.
3. On termination of the Contract for any reason:
 - c) the Company shall not be under any obligation to supply any further Products or Services under any such Contract and the Client shall pay for the Product delivered and Services rendered up to the effective date of any such termination, and for expenses incurred;
 - d) the Client shall return any materials for which the Company owns the Intellectual Property Rights and which have not been fully paid for. Until the materials have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and
 - e) any provisions contained in the Contract that would be reasonably intended to apply after termination will do so.

16. GENERAL

1. If any provision (or part of any provision) of the Contract is found by any court or tribunal to be void or unenforceable, that provision or part of the provision shall be deleted, and the validity and enforceability of the other provisions shall continue in full force. If any invalid or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum changes to make it valid, enforceable and legal.
2. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
3. Nothing in the Contract shall be deemed or construed to constitute a party or its employees, as the agent, partner, joint venture or legal representative of the other party for any reason whatsoever. Neither party is granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other party or to bind the other party in any manner whatsoever.
4. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
5. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
6. A person who is not a party to the Contract shall not have any rights under or in connection with it.
7. The Company accepts no responsibility for any consequences arising from any third party relying on the Services. The Client shall reimburse the Company for all costs (including reasonable legal fees) that are incurred in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the Services provided by the Company.

8. The Client shall not assign, novate, transfer, charge or subcontract the Contract or any part of it without the prior written consent of the Company except in the case of a corporate restructuring that does not result in a change of control of the Client. The Company may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract.
9. All communications between the parties about this Contract must be in writing and delivered by hand; sent by first class post or international courier services or sent by email to the respective address, or email address as notified to each other in writing.
10. The Company reserves the right to defer the date of delivery or payment or to immediately terminate the Contract if it is prevented from performing its obligations under the Contract due to any Force Majeure event.
11. Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the parties.
12. This Contract and any dispute or claim arising out of or in relation to it is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts. The Company shall also be entitled to bring a complaint in the courts at the Client's place of business.
13. Translations of the Contract into languages other than English may be provided for information and convenience. For the definitive and binding version, please refer to the English language version, which shall prevail in the case of any discrepancies between it and the translated versions.

Appendix 1 - Additional Terms and Conditions Applicable to Consultancy Services

- 1.1. Consultancy Projects:
 - 1.1.1. **"Consultancy Projects"**: are defined as assignments undertaken by the Company or its agents and sub-contractors on behalf of the Client in relation to the Assessments.
 - 1.1.2. Consultancy Projects will only commence following agreement with the Client of a clear written specification or proposal.
- 1.2. Fees and Cancellation:
 - 1.2.1. A "Consultant Day" is a maximum of eight hours between the hours of 9.00am and 6.00pm unless otherwise agreed in writing between the parties. If evening, weekend or public holiday work is involved and/or if the Consultancy Project involves work abroad, higher rates will apply as agreed in writing.
 - 1.2.2. Travelling time within the consultant's country of origin will not incur an additional charge. Travel time outside the country of origin will be charged at 50% of the prevailing Consultant Day rate.
 - 1.2.3. Fees for any Consultancy Projects supplied by the Company will be invoiced to the Client at the prevailing sales price.
 - 1.2.4. Unless otherwise agreed in writing between the parties, 100% of the total fees for the Consultancy Project will be invoiced upon signing the Order Scoping Form.
 - 1.2.5. Charges for cancellation or postponement before the commencement of a Consultancy Project are as follows:
 - within 10 working day of the commencement of the Consultancy Project: 100% of the agreed fee.
 - within 11 to 15 working days before the commencement of the Consultancy Project: 50% of the agreed fee
 - within 16 to 20 working days before the commencement of the Consultancy Project: 25% of the agreed fee.
 - Earlier than 20 working days before the commencement of the Consultancy Project: no fee.
 - 1.2.6. If the Client requests any change to the Consultancy Project, the Company will make reasonable efforts to meet the request. If these changes result in extra time being required, this will be charged at the prevailing rate per Consultant Day.
 - 1.2.7. Expenses incurred in the course of undertaking the project, including but not limited to travel, accommodation, subsistence and courier costs, will be charged in addition to the fees charged by the Company for the Consultancy Project.
- 1.3. Access:
 - 1.3.1. The Client will give the Consultant such access to their offices, personnel and to client information as the Consultant may require in the performance of the assignment. Any increase in time spent as a result of the Consultant's reasonable access being denied will result in an increase in the project cost.
 - 1.3.2. The Client will ensure that the Consultant has sufficient working space and facilities and will secure and keep safe all of the Consultant's and the Company's property.