



**STANDARD TERMS FOR ALL SUPPLIERS CONTRACTED BY CSM NORTH AMERICA, LLC
AND ITS UNITED STATES GROUP COMPANIES**

The supply of all goods and/or Services (which shall include all materials and deliverables) by the Supplier to CSM North America, LLC and/or its affiliated companies (collectively “CSM”) is subject to these Standard Terms.

All orders for goods and/or Services will only be authorized if they are made in writing on the official CSM Order Form, Purchase Order and/or Statement of Work (collectively “SOW”). Both the Supplier and CSM will be required to sign the SOW and in so doing, the Supplier automatically accepts these Standard Terms (“Agreement”).

CSM operates as a group of individual businesses transacting separate lines of business. The rights and obligations of CSM as a party to a SOW, and its liability to the Supplier do not extend beyond the specific CSM agency specified in the SOW, except to the extent any other group business is explicitly and separately identified in the SOW as having rights and obligations in relation to the Supplier.

1. DEFINITIONS

1.1 The following terms used in this Agreement shall have the following meanings:

- 1.1.1 “Confidential Information” means all Deliverables and CSM Content, including all information disclosed by or on behalf of a party or otherwise acquired by a party which is clearly marked as confidential or notified in writing to the receiving party as being confidential or by its nature is reasonably deemed to be confidential including, but not limited to, all business, financial, commercial, technical, operational, organizational, legal, management and marketing information marked as confidential or notified in writing to the receiving party as confidential. Neither party will acquire any right, license, title, or interest whatsoever, including any proprietary right, in any Confidential Information of the other party.
- 1.1.2 “Deliverable” means all copyrightable, trademarkable or patentable material, including any document, writing, report, software, drawing, design, artwork, photography, illustration, software, source file, source code, creative concept, social media concept, idea or other tangible development work, and any other design asset, work product, invention, improvement, development and discovery made, conceived or reduced to practice by Supplier, whether individually or in collaboration with others, which relate in any manner to CSM's business, CSM's clients or to the Services provided hereunder.
- 1.1.3 “Indemnified Parties” means CSM North America, LLC, its parent companies, subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns.
- 1.1.4 “CSM Content” means all CSM provided material, including copyrights, trademarks, service marks, software, code, creative concepts, social media concepts, ideas, campaigns, methodology, copyrighted texts or graphic designs, symbols, logos, copy, artwork, emblems, decals, designs, colors, likenesses or other visual representations, or any other intellectual property of CSM and/or CSM's clients.
- 1.1.5 “Protected Marks” means any trademarks, trade names, logos, designs or similar graphics which CSM may advise the Supplier is protected or which the Supplier should reasonably know is protected (including CSM and its client's marks, names and logos).
- 1.1.6 “Services” means the professional services to be provided to CSM by Supplier to fulfill the Deliverables and projects set forth in a SOW.

2. STATEMENT OF WORKS AND ACCEPTANCE

- 2.1 Nothing in this Agreement creates any obligation or requirement on the part of CSM to engage Supplier to provide goods or Services. Supplier understands that if Supplier is engaged or contracted by CSM to provide goods or Services, such engagement shall be on an individual project basis, with the details of each project to be separately worked out and set forth in a SOW issued by CSM. The terms of this Agreement apply to each SOW entered into with Supplier (regardless of whether such SOW references this Agreement).
- 2.2 The Services and Deliverables for any work to be performed by Supplier will be set forth in a SOW and Supplier will not commence any work for CSM until CSM has authorized Supplier to start work by the parties entering into a SOW.
- 2.3 If CSM wishes to change a SOW, Supplier will promptly submit to CSM a summary including a statement of any additional charges and any adjustments to the SOW resulting from the proposed change (“Change Notice”). On CSM's written approval of the Change Notice, the SOW will be deemed updated and the Change Notice subject to the terms of this Agreement.
- 2.4 Following receipt of Deliverable(s) from Supplier, CSM shall provide Supplier with either (a) written approval of the Deliverable(s), or (b) a written list of changes that must be made to the Deliverable(s) before CSM can approve them. Supplier shall not charge CSM in respect of the time spent modifying a Deliverable so that it conforms to the SOW.



3. FINANCIAL

- 3.1 In consideration for the Services to be provided by Supplier under any SOW, CSM will pay to Supplier the mutually agreed upon fees as set forth in any SOW. All work will be billed by Supplier according to the SOW, and CSM will make payment to Supplier the later of forty-five (45) days after receipt of the Supplier's valid invoice or thirty (30) days after receipt by CSM of the funds from the relevant client on whose behalf CSM may be purchasing the Supplier's goods and/or Services (subject always to the receipt of the Supplier's valid invoice).
- 3.2 CSM shall have the right, upon reasonable notice, to audit the Supplier's accounts to review and verify the Supplier's compliance with the provisions of this Agreement and verify that the charges (and any proposed or actual variations to them in accordance with this Agreement) have been accurately and properly calculated and applied by the Supplier.
- 3.3 The Supplier shall disclose to CSM any cash, volume or similar discount available to the Supplier in the provision of the Services and CSM shall have the right to benefit from any such cash, volume or similar discount (as may be applicable). Further, the Supplier shall not mark up any costs included as part of the charges in the provision of its Services.
- 3.4 Unless agreed otherwise, all payments to Supplier shall be made in United States Dollars.
- 3.5 Additional fees must be agreed in writing by an authorized representative of CSM before CSM will be obligated to pay Supplier for any such additional fees.
- 3.6 CSM may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by CSM to the Supplier under a SOW.
- 3.7 CSM may withhold payment of the charges if the Supplier is in breach of any of the terms of this Agreement, including any deadlines or KPIs.

4. PROVISION OF SERVICES AND INSURANCE

- 4.1 The Supplier warrants that it will:
 - 4.1.1 provide the goods and/or Services with the relevant industry standard of skill and care in accordance with generally recognized commercial practices and standards commensurate with a skilled and experienced supplier of the same or similar goods and/or Services;
 - 4.1.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
 - 4.1.3 ensure that the Services conform in all respects and at all times with any specification and/or description for the Services agreed by the parties and comply with all applicable legislation;
 - 4.1.4 make its representatives available to CSM at mutually acceptable times and locations to keep CSM fully informed of the progress of the Services being provided and provide CSM with regular status updates as may be reasonably requested by CSM;
 - 4.1.5 meet any agreed performance dates and provide the Services in accordance with any agreed KPIs; and
 - 4.1.6 abide by and comply with any service level agreements and/or security requirements placed upon CSM by its current or prospective clients. CSM will ensure that Supplier is aware of any service level agreements and/or security requirements required of CSM by its current or prospective clients and Supplier agrees to abide by such requirements and sign any agreement as necessary to comply therewith.
- 4.2 If CSM becomes aware of any discrepancy, error or deficiency in the Services, it shall notify the Supplier immediately. If any discrepancy, error or deficiency in the Services is discovered during the term, the Supplier shall, without delay and at its own cost, rectify such discrepancy, error or deficiency or re-perform such Services.
- 4.3 The Supplier shall:
 - 4.3.1 not seek to solicit, endeavor to entice away, canvass for business or otherwise interfere with CSM's existing or proposed business or custom with any person, firm or company who at any time during this Agreement is or was a customer, client, supplier or contractor of CSM; and
 - 4.3.2 during the term of this Agreement and for 1 year thereafter, not solicit, interfere with, employ, engage, retain, endeavor to induce or entice away from employment, engagement or retention (any such action a "Solicitation"), or recommend to any individual, partnership, company or corporation, the Solicitation of any person that is an employee, agent, consultant, or independent contractor of CSM. For the avoidance of doubt, a Solicitation will not include the retention or hiring of any individual through an open application process.
- 4.4 Supplier shall maintain, at Supplier's sole cost, insurance coverage in amounts not less than and on the terms set forth in SCHEDULE 1 attached hereto and made a part hereof.



- 4.5 Supplier shall only be allowed to retain third party contractors ("Contractors") to furnish Services to CSM in connection with the performance of its obligations under this Agreement and any SOW with the *prior written consent* in each instance of CSM, and if consent is given, the Contractor may then permit such Contractors to have access to Confidential Information, but only to the extent and insofar as reasonably required in connection with the performance of Supplier's obligations under this Agreement. All such Contractors are required by Supplier to execute a written agreement complying with the terms and conditions of this Agreement. CSM, upon request, may review such agreements at any time before or after execution by such Contractors to ensure compliance with this Agreement.
- 4.6 The Supplier remains responsible at all times for its personnel and for any persons appointed by it or associated with it to provide the goods and/or Services and shall ensure that its personnel have all the necessary permits, licenses, skills and experience to provide the Services. For the purposes of this Agreement, a person associated with the Supplier includes any subcontractor of the Supplier which must have been approved in advance in writing by CSM.
- 4.7 Supplier shall, as an independent contractor, pay, and shall procure that its Contractors shall pay, all applicable federal, state or other taxes and agrees to indemnify and hold harmless the Indemnified Parties from any and all liability in any way arising out of Supplier's and/or its Contractors' failure to pay taxes as required and when due. Supplier will not be entitled to any of the benefits that CSM may make available to its employees. Because Supplier is an independent contractor, CSM will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, obtain worker's compensation insurance on Supplier's behalf, nor cover Supplier under CSM's worker's compensation insurance.

5. TIME FOR PERFORMANCE

- 5.1 Time is of the essence in the performance of any SOW by the Supplier.
- 5.2 In the event of failure by the Supplier to meet agreed timeframes, CSM has the right either itself or through engaging a third party, to take such steps as CSM considers necessary to ensure the performance of that part of the Services or the Supplier's other obligations under this Agreement or a SOW which the Supplier is unable to perform. CSM has the right to charge the Supplier the full costs of so doing.

6. TERMINATION

- 6.1 This Agreement shall apply to each SOW entered into between CSM and Supplier regardless of whether such SOW references this Agreement.
- 6.2 CSM may terminate this Agreement and/or any SOW and cancel Supplier's Services hereunder at any time without cause and without further obligation to Supplier, except CSM shall pay the Supplier all costs for goods and/or Services rendered to the satisfaction of CSM up to the point of termination, but shall not be liable to the Supplier for any further costs, losses or damages under any circumstances.
- 6.3 CSM may terminate this Agreement and/or any SOW immediately if the Supplier is in breach of this Agreement and/or a SOW and has failed (in the case of a breach capable of being remedied) to remedy the breach within five (5) business days of a written request to do so.
- 6.4 Supplier may terminate this Agreement and/or any SOW immediately by written notice to CSM if CSM commits any material breach of this Agreement and/or a SOW which is not capable of remedy or, if remediable, is not remedied within five (5) business days of receipt of written notice requiring the default to be remedied.
- 6.5 The termination of the Agreement for any reason shall not affect those provisions expressly or implicitly having effect after termination.
- 6.6 The rights to terminate this Agreement and/or a SOW shall be without prejudice to any other right or remedy of a party in respect of the breach concerned (if any) or any other breach.
- 6.7 On termination of this Agreement, the Supplier shall immediately deliver to CSM all goods and/or Services whether or not complete at such point in time. If Supplier is in breach of this Agreement, notwithstanding clause 6.2 above, no further payments shall be made to the Supplier and Supplier shall refund any pre-paid fees to CSM.

7. INTELLECTUAL PROPERTY RIGHTS, TITLE AND RISK

- 7.1 Except as otherwise stated in clause 7.3 below, all Deliverables will be the sole property of CSM, and consequently Supplier will provide to CSM all materials or information related to the Deliverables simultaneously with the delivery of the work themselves. If any Deliverable is committed to a tangible medium of expression, it will be a "work made for hire" as defined in the 1976 Copyright Act (17 USCA 101) and CSM shall be the sole owner of such work upon creation. To the extent that any Deliverable is not a "work made for hire," Supplier hereby irrevocably and unconditionally assigns to CSM all of Supplier's right, title and interest in and to such Deliverable, and agrees to execute any documents that in the reasonable discretion and judgment of CSM, may be necessary to further carry out the assignment or to protect CSM's rights in that Deliverable. Supplier hereby acknowledges that Supplier has no right, title nor interest to CSM Content.
- 7.2 CSM and CSM's clients are the owner of all right, title and interest in and to their respective marks. Supplier shall obtain from each employee or Contractor who makes or has made any contribution to the Deliverables, a written agreement,



assigning to CSM all rights (except for the rights owned by Supplier in accordance with clause 7.3) in or to any Deliverable performed by such party while providing the Services and all results and proceeds thereof throughout the world. Upon CSM's request, Supplier will furnish CSM with copies of all such agreements secured by Supplier pursuant to this clause.

- 7.3 Other than to the extent permitted within this Agreement, nothing in this clause 7 shall assign to CSM any intellectual property rights in pre-existing Supplier works, software or any other Supplier product which is of general applicability and is of a non-project specific nature ("Supplier IP"). Supplier shall retain all right, title and interest in any Supplier IP, and prior to entering a SOW, the parties will mutually agree on if any Supplier IP is incorporated into any Deliverable or project. Supplier agrees to grant and hereby grants to CSM and CSM's clients, as applicable in each instance, a non-exclusive, royalty free, perpetual and worldwide right and license, with the right to sublicense and authorize the granting of sublicenses, to use, sell, assign, creative derivative works of, repurpose, reproduce and/or otherwise dispose of all or any part of the Supplier IP for the exploitation of the Deliverable and project, but Supplier retains all rights to reproduce, use, and sublicense the Supplier IP to third parties as well.
- 7.4 Where physical goods are being supplied, risk shall pass to CSM only when an authorized representative of CSM has signed to accept delivery of such goods.

8. PROHIBITED PUBLICITY ACTIVITIES

- 8.1 The Supplier agrees that it shall not:
- 8.1.1 use any marks or any trademarks, trade names or logos which cause confusion with the Protected Marks;
 - 8.1.2 undertake any form of ambush marketing which means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any of the Protected Marks or any of the activities covered by this Agreement;
 - 8.1.3 cause to be done, or permit anyone reasonably within the Supplier's control to do, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks;
 - 8.1.4 represent, directly or indirectly, that any product or service provided has been endorsed or approved by CSM (or its client) or the event or activity for which the goods and/or service is being provided;
 - 8.1.5 use the Deliverables (or any part or element thereof), take or publish any photographs or make any other graphical or other reproduction, or use any Protected Mark, or refer to CSM or any of CSM's clients as part of or in connection with any promotional, advertising or marketing tools or materials for Supplier (including Supplier's creative reel or portfolio) or another entity without prior written approval of CSM; or
 - 8.1.6 publish or issue any statement (factual or otherwise) about the Supplier's provision of goods and/or Services to CSM (or its client).

9. COMPLIANCE WITH REGULATORY REQUIREMENTS

- 9.1 The Supplier shall fully comply, and shall procure that its associates comply with:
- 9.1.1 all applicable federal, state and local laws, rules, regulations, ordinances and statutes, or other legislative or administrative action of a governmental body, including economic or trade sanctions, in the course of Supplier's performance under this Agreement;
 - 9.1.2 the UK Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
 - 9.1.3 any trade, export controls, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced in the state(s) in which the party is registered, established or in which it otherwise conducts activities;
 - 9.1.4 all "Data Protection Laws and Regulations", defined as all laws and regulations of the United States, the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data, including the GDPR. "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and
 - 9.1.5 the Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking,
- (collectively the "**Relevant Requirements**").



- 9.2 The Supplier shall have in place adequate procedures designed to prevent its associates from engaging in any activity, practice or conduct which would infringe any of the Relevant Requirements. The Supplier shall provide such supporting evidence of such procedures as CSM may reasonably request.
- 9.3 The Supplier shall indemnify CSM against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, CSM as a result of any breach of this clause 9 by the Supplier or any breach of provisions equivalent to this clause in any subcontract by any subcontractor of the Supplier.
- 9.4 For the purposes of this clause 9, a person associated with a party includes any directors, employees, agents, representatives, or permitted Contractors of that party.
- 9.5 CSM may terminate this Agreement by written notice with immediate effect in the event that the Supplier breaches, or is investigated for a breach of, any of the provisions of this clause 9.
- 9.6 CSM's Data Processing Exhibit (DP Exhibit), which is attached hereto as SCHEDULE 2, is hereby incorporated into this Agreement by reference. Annex 2 of the DP Exhibit, "Description of the Processing/Transfer", will be attached to any applicable SOW and incorporated into the DP Exhibit upon signature of the SOW. The parties will update Annex 2 as necessary by written agreement.

10. WARRANTY, REPRESENTATIONS, LIABILITY AND INDEMNITY

- 10.1 For a period of ninety (90) days from the date of acceptance of the final Deliverable under a SOW (the "Warranty Period"), Supplier represents and warrants that all Deliverables will substantially conform to the specifications set forth in the SOW. Supplier agrees to use reasonable efforts to correct all non-conformities reported by CSM during the Warranty Period within a reasonable period at its sole expense.
- 10.2 Supplier hereby represents and warrants: (a) that it has the full capacity, power, right and authority required to enter into this Agreement and to fulfill its obligations hereunder, (b) it has sufficient staff and resources to perform this Agreement, (c) it is duly organized, validly existing and in good standing under the laws of the territory or state of its incorporation or organization, (d) the persons executing this Agreement on behalf of Supplier is duly authorized to execute and deliver this Agreement on behalf of Supplier and that this Agreement is a valid and binding instrument, and (e) there are no other agreements to which Supplier is a party or is bound, or orders, judgments or decrees to which each is subject, that conflict with this Agreement or with Supplier's ability to perform its obligations under this Agreement.
- 10.3 Supplier represents and warrants that it is the owner of all right, title and interest in the Supplier IP and that none of the Supplier IP nor Deliverables will: (a) violate the proprietary rights of any third party or (b) be libelous, obscene, or constitute fraud, misrepresentation, an unlawful business practice or unfair competition. Supplier further represents and warrants that all materials, information and Deliverables provided by Supplier to CSM under this Agreement are either exclusively owned or properly licensed by Supplier or are in the public domain or Supplier has obtained all required assignments of rights, releases and consents from third parties, that the use thereof by CSM or its clients, their respective employees, contractors, agents or representatives do not and will not infringe any intellectual property rights, privacy rights, or any other proprietary rights, of any third party, and that Supplier will indemnify and hold the Indemnified Parties harmless from all liabilities and claims for damages and/or suits in the event of any challenges to those rights.
- 10.4 CSM represents and warrants that it is the exclusive owner or authorized licensee of CSM Content, and the use of CSM Content will: a) not violate the proprietary rights of any third party, and b) will not be libelous, obscene, or constitute fraud, misrepresentation, an unlawful business practice or unfair competition.
- 10.5 Supplier shall indemnify, protect, defend, and hold harmless the Indemnified Parties from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, reasonable attorney's fees, court costs, and other legal expenses, arising from or connected with (a) Supplier's or its Contractors' negligence or willful misconduct, or (b) the acts and omissions of Supplier and Supplier's employees, Contractors, and agents in the performance of the Services or in furtherance of the purposes of this Agreement, (c) any alleged or actual breach of Supplier's obligations, representations or warranties made under this Agreement, or (d) any claim that any materials or information provided by Supplier, or any part thereof, infringes or misappropriates any intellectual property right of a third party.
- 10.6 Supplier represents and warrants that it will be responsible for and bear all risk of loss for all CSM Content, CSM clients' property or Confidential Information which is in Supplier's or its Contractors' possession or control and will indemnify CSM for any loss or damage to CSM Content, CSM clients' property and Confidential Information.
- 10.7 IN NO EVENT WILL CSM BE LIABLE TO SUPPLIER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT (OR LOSS OF DATA) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.8 EXCEPT AS STATED IN CLAUSE 10.9, THE AGGREGATE LIABILITY OF CSM TO THE SUPPLIER WITH RESPECT TO ALL CLAIMS UNDER OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DAMAGES NOT EXCEEDING THE TOTAL AMOUNT OF FEES AND COSTS PAID OR PAYABLE BY CSM TO THE SUPPLIER UNDER THIS



AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE OF ANY CLAIM OR SERIES OF CONNECTED CLAIMS.

- 10.9 Nothing in the Agreement shall limit the liability of either party for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
- 10.10 CSM's rights/remedies under this Agreement are in addition to its rights/remedies implied by statute and common law.
- 10.11 CSM shall not be responsible for any guests attending an event to which the Services relate, and CSM shall not assume any liability for any loss, injury (including death) or damage: (i) caused by the guests; or (ii) to the guests or their property, unless the same arises as a result of CSM's negligence.
- 10.12 The Supplier warrants that:
 - 10.12.1 in carrying on its business, it abides by all relevant and applicable laws and regulations, including the Relevant Requirements, and neither the Supplier, nor any controlled or controlling person nor official of the Supplier, is subject to any such sanctions, or will receive any significant benefit in money or otherwise from the work being done for CSM;
 - 10.12.2 it is not, nor any beneficial owners, director or any other person who has powers of representation, decision or control over the Supplier is not identified on any restricted party list issued by a national government or international organization as subject to any sanction or embargo, including without limitation, any such list maintained by the authorities of the state(s) in which the Supplier is registered, established or in which it otherwise conducts activities;
 - 10.12.3 it shall not have, currently or in the future, any relationship or association with, nor owe any duty to, any person (including to CSM), the existence or non-disclosure of which (i) could affect adversely or prejudice Supplier's ability to honor Supplier's warranties or perform Supplier's obligations under this Agreement, or (ii) could affect adversely or prejudice CSM's rights, or (iii) could harm CSM's reputation or bring CSM or the Indemnified Parties into disrepute;
 - 10.12.4 it has disclosed to CSM any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or CSM's good name, reputation, or public image; and
 - 10.12.5 it has in place systems for preventing, auditing and investigating fraudulent, corrupt or illegal activities, security breaches or similar situations and is not aware of any such situation currently existing.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any Confidential Information except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's Confidential Information:
 - 11.2.1 to its employees, officers, Contractors, representatives and/or advisers or those that have a need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or relating to this Agreement. Each party shall ensure that its employees, officers, Contractors, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 11; and
 - 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided such disclosure is kept to a minimum, where possible.
- 11.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or relating to this Agreement.
- 11.4 At any time, and upon the written request of CSM, Supplier shall (a) return to CSM all copies (in whatever media) of CSM Confidential Information and any analyses, compilations, summaries, studies, or other documents prepared by Supplier or its employees, Contractors or representatives based, in whole or in part, on CSM Confidential Information, and (b) remove from Supplier's computer systems any CSM Confidential Information. An appropriate representative of Supplier shall certify in writing to CSM that no CSM Confidential Information (including copies, summaries, analyses, studies, or other documents based upon the same) remains in the possession of Supplier or its Contractors or representatives and that CSM Confidential Information has been removed from Supplier's and its Contractors' computer systems.

12. FORCE MAJEURE

- 12.1 If either party is prevented or delayed by Force Majeure from the performance of any of its obligations under this Agreement (the "**Defaulting Party**"), then the Defaulting Party shall not be liable to the other party for delay or non-performance of its obligations under the Agreement so affected and such delay or non-performance shall not constitute a breach of the Agreement. "**Force Majeure**" shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including any strike, lockout or other industrial action, any



civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance, any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster. If any event or circumstances prevent the Supplier from performing its obligations under this Agreement and/or a SOW for a continuous period of more than fifteen (15) business days, CSM may terminate this Agreement and/or such SOW immediately by giving written notice to the Supplier. The Supplier shall be required to mitigate the effects of any Force Majeure event.

13. GENERAL

- 13.1 The parties are independent contractors and nothing contained in this Agreement will be construed to create, expressly or by implication, an employment relationship, joint venture, principal and agent relationship, partnership or other association between Supplier and CSM, and neither party has, expressly or by implication, the right to represent itself as having any authority to make contracts in the name of or binding on the other, or to obligate or bind the other in any manner whatsoever.
- 13.2 This Agreement, or any provision thereof, may be amended or modified only with the written consent of CSM, signed by an authorized representative, and expressly stating the parties' intent to amend this Agreement. CSM shall have the right to amend this Agreement at any time and without prior notice and will inform the Supplier in writing when such a change has been made.
- 13.3 If any provision or any part of any provision of this Agreement is found invalid or unenforceable, then such provision or part of such provision will be curtailed or restricted only to the extent necessary to bring the remainder of the Agreement within legal requirements and will not invalidate or in any way affect the enforceability of the remainder of this Agreement.
- 13.4 All notices between the parties with respect to the Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) 48 hours after sending if sent by first class post or recorded delivery; or (iii) on sending if sent by email, provided that in each case: (a) the notice is sent to the address of the addressee in this Agreement (or such other address as the addressee may from time to time have notified for the purpose of this clause); and (b) in relation to notices served on CSM, a copy of such notice is also sent by email to: jason.bonikowske@csm.com.
- 13.5 This Agreement will not be subcontracted, assigned, delegated or otherwise transferred by Supplier unless Supplier first obtains the prior written consent of CSM. CSM may assign any or all of its rights and duties under this Agreement at any time without the consent of Supplier.
- 13.6 Any phrase in this Agreement introduced by the term "include", "including", "in particular" or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 13.7 This Agreement and any SOW entered into by the parties constitutes the entire agreement between the parties with reference to the provision of goods/supply of Services by Supplier and supersedes all prior discussions and agreements between the parties either written or oral.
- 13.8 Because of the unique nature of the CSM Content and Confidential Information, Supplier acknowledges and agrees that any disclosure or use of CSM Content or Confidential Information other than for the sole benefit of CSM in violation of Supplier's obligations under this Agreement would be wrongful and would cause irreparable injury to CSM. Furthermore, each party acknowledges that a breach by the other party of any confidentiality or intellectual property rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy will be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.
- 13.9 This Agreement and any disputes relating in any way to this Agreement and/or a SOW will be construed and interpreted in accordance with and governed by the procedural and substantive laws of the State of Indiana, without reference to Indiana's conflicts of laws principles or the conflicts of laws principles of any other jurisdiction. With respect to this Agreement and any suit, action or other proceeding arising from or relating to this Agreement, each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Indiana, and any courts of appeal there from, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.
- 13.10 The covenants, conditions and obligations in this Agreement which, by their terms or nature, extend beyond the termination or expiration of this Agreement will survive termination or expiration until fully performed.
- 13.11 Waiver of any provision in this Agreement will not be deemed a waiver of any other provision in this Agreement. Neither a course of conduct, nor any waiver by any party to this Agreement with respect to a default or breach of any provision of this Agreement by the other party will operate or be construed as a waiver of any subsequent default or breach, or as a modification of this Agreement.



SCHEDULE 1

Insurance Requirements

Supplier must carry and maintain, at Supplier's expense, the types and amounts of insurance coverage under the COI Requirements List below.

Depending on what "Class" (A, B or C) Supplier falls into, this will mandate what insurance limits/coverage are required from Supplier.

Class A

- Staging
- Audio Visual or Lighting
- Tenting
- Fabricator/builder
- Truss system or Scaffolding
- Fencing
- Security
- EMT/EMS
- Simulator, go-cart or outside show car Suppliers
- Transportation agencies
- Cloud application Supplier / software Supplier
- Professional Services Supplier

Class B

- Staffing Agencies
- Independent Contractors
- Waste Management
- Trailers
- Food & Beverage (incl. liquor pouring)
- Signage

Class C

- Entertainment (DJ's, emcee, etc.)
- Décor (florists, furniture, etc.)

COI Requirements List:

A. Certificate Holder: CSM North America, LLC and its affiliates
10960 Bennett Parkway
Zionsville, IN 46077

B. Required Liability Limits and Coverage:

1. IF SUPPLIER IS IN CLASS A, THE FOLLOWING IS REQUIRED:

i. **Commercial General Liability:** Supplier will obtain and maintain Commercial General Liability insurance covering all operations by or on behalf of the Supplier on an occurrence basis, including premises-operations, property damage, product/completed operations, contractual liability, personal and advertising injury, independent contractor liability, and liability assumed under an insured contract. Such insurance will have these minimum limits:

1. \$5,000,000 personal injury and advertising injury per occurrence
2. \$5,000,000 products and completed operations aggregate
3. \$5,000,000 bodily injury/property damage per occurrence
4. \$5,000,000 general aggregate

(Limits may be a combination of Primary and Umbrella/Excess Policies)

ii. **Automobile Liability:** If an automobile is used by Supplier in connection with its performance under this Agreement, Supplier will obtain and maintain Business Auto Liability covering liability arising out of any auto (including owned, non-owned and hired autos). Such insurance will have these minimum limits:

1. \$5,000,000 combined single limit (each accident)
2. \$5,000,000 general aggregate

iii. **Property Insurance:** Supplier will obtain and maintain Property Insurance upon all tools, material and equipment (owned, borrowed or leased by Supplier or its employees or contractors) to the full replacement value thereof during the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy, including coverage for property and equipment of others in the care, custody, and control of Supplier. Supplier agrees to waive its right of subrogation against the Indemnified Parties. Failure of the Supplier to secure and maintain adequate coverage shall not obligate the Indemnified Parties for any losses.

iv. **Workers Compensation and Employers' Liability:**

1. Workers Compensation Statutory Limits
2. Employer's Liability:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 aggregate policy limit for bodily injury by disease



- v. **Professional Liability (Errors and Omissions):** In the event that Supplier is required to perform professional licensed services or as otherwise required by CSM, Supplier will obtain and maintain Professional Liability insurance as follows:
1. Technology and Internet Professional Liability Coverage (also known as Errors & Omissions Coverage) with a limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate with retroactive date prior to start of services.
2. IF SUPPLIER IS IN CLASS B, THE FOLLOWING IS REQUIRED:
- i. **Commercial General Liability:** Supplier will obtain and maintain Commercial General Liability insurance covering all operations by or on behalf of the Supplier on an occurrence basis, including premises-operations, property damage, product/completed operations, contractual liability, personal and advertising injury, independent contractor liability, and liability assumed under an insured contract. Such insurance will have these minimum limits:
 1. \$2,000,000 personal injury and advertising injury per occurrence
 2. \$2,000,000 products and completed operations aggregate
 3. \$2,000,000 bodily injury/property damage per occurrence
 4. \$2,000,000 general aggregate
 5. \$1,000,000 Liquor Liability Limit (*when applicable*)

(Limits may be a combination of Primary and Umbrella/Excess Policies)
 - ii. **Automobile Liability:** If an automobile is used by Supplier in connection with its performance under this Agreement, Supplier will obtain and maintain Business Auto Liability covering liability arising out of any auto (including owned, non-owned and hired autos). Such insurance will have these minimum limits:
 1. \$2,000,000 combined single limit (each accident)
 2. \$2,000,000 general aggregate
 - iii. **Property Insurance:** Supplier will obtain and maintain Property Insurance upon all tools, material and equipment (owned, borrowed or leased by Supplier or its employees or contractors) to the full replacement value thereof during the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy, including coverage for property and equipment of others in the care, custody, and control of Supplier. Supplier agrees to waive its right of subrogation against the Indemnified Parties. Failure of the Supplier to secure and maintain adequate coverage shall not obligate the Indemnified Parties for any losses.
 - iv. **Workers Compensation and Employers' Liability:**
 1. Workers Compensation Statutory Limits
 2. Employer's Liability:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 aggregate policy limit for bodily injury by disease
3. IF SUPPLIER IS IN CLASS C, THE FOLLOWING IS REQUIRED:
- i. **Commercial General Liability:** Supplier will obtain and maintain Commercial General Liability insurance covering all operations by or on behalf of the Supplier on an occurrence basis, including premises-operations, property damage, product/completed operations, contractual liability, personal and advertising injury, independent contractor liability, and liability assumed under an insured contract. Such insurance will have these minimum limits:
 1. \$1,000,000 personal injury and advertising injury per occurrence
 2. \$1,000,000 products and completed operations aggregate
 3. \$1,000,000 bodily injury/property damage per occurrence
 4. \$1,000,000 general aggregate

(Limits may be a combination of Primary and Umbrella/Excess Policies)



- ii. **Automobile Liability:** If an automobile is used by Supplier in connection with its performance under this Agreement, Supplier will obtain and maintain Business Auto Liability covering liability arising out of any auto (including owned, non-owned and hired autos). Such insurance will have these minimum limits:
 - 1. \$1,000,000 combined single limit (each accident)
 - 2. \$1,000,000 general aggregate
- iii. **Property Insurance:** Supplier will obtain and maintain Property Insurance upon all tools, material and equipment (owned, borrowed or leased by Supplier or its employees or contractors) to the full replacement value thereof during the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy, including coverage for property and equipment of others in the care, custody, and control of Supplier. Supplier agrees to waive its right of subrogation against the Indemnified Parties. Failure of the Supplier to secure and maintain adequate coverage shall not obligate the Indemnified Parties for any losses.
- iv. **Workers Compensation and Employers' Liability:**
 - 1. Workers Compensation Statutory Limits
 - 2. Employer's Liability:
 - a. \$50,000 each accident for bodily injury by accident
 - b. \$500,000 each employee for bodily injury by disease
 - c. \$500,000 aggregate policy limit for bodily injury by disease

C. Description of Operations/locations/vehicles/exclusions added by endorsement/special provisions:

- 1. CSM shall have the right to require the Supplier to increase its level of insurance, or to procure additional insurance (in each instance at the Supplier's own expense), if in CSM's reasonable opinion it deems the Supplier's insurance to be inadequate.
- 2. All insurance furnished hereunder by Supplier shall be in full force and effect at all times during the term of this Agreement. All required insurance will be placed with carriers licensed to do business in the state or venue in which the Services are being performed and having an A.M. Best rating of at least A- VII or better.
- 3. If any of the insurance requirements above are available only on a claims-made basis, then the dates of coverage (including the retroactive date) and the time period within which any claim can be filed shall continue during the term and for a period of one year thereafter, and Supplier shall not permit any gaps in coverage to occur.
- 4. Upon execution of this Agreement, and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Supplier will furnish CSM with a certificate of insurance evidencing the required insurance coverages and limits, and naming CSM North America, LLC, its clients, and each of their parent companies, subsidiaries and affiliates, and each of their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (the "Indemnified Parties") as additional insureds with respect to the required insurance coverages, other than the workers' compensation and employer's liability, and Errors & Omissions policies. Notwithstanding the minimum limits of insurance coverage specified above, additional insured status shall be for the full limits of Supplier's insurance coverage, including but not limited to, any excess insurance coverage purchased by the Supplier.
- 5. Supplier shall have all its insurers waive their subrogation rights against the Indemnified Parties, and ensure that its policies contain a severability of interest clause or appropriate endorsement stating that the exclusions in said policies apply to each insured. Supplier's insurance shall be primary and non-contributory coverage to any insurance of the Indemnified Parties. The foregoing requirements shall be noted on the certificate of insurance. The certificate of insurance will also provide that no referenced insurance policy will be cancelable or subject to reduction of coverage or other modification except after 30 days prior written notice to CSM.
- 6. The above stipulated limits of insurance coverage shall not be construed as a limitation of any liability to the Indemnified Parties, and failure to request evidence of this insurance shall not be construed as a waiver of Supplier's obligation to provide the insurance coverage specified.



SCHEDULE 2

CSM DATA PROCESSING EXHIBIT

This Data Processing Exhibit ("Exhibit") forms part of the agreement between CSM North America, LLC, for itself and on behalf of its Affiliates ("CSM"), and Supplier (hereinafter referred to as the "Agreement"), under which the Supplier agrees to provide CSM with certain services (the "Services") as described in Annex 2.

The purpose of this Exhibit is to assist CSM and the Supplier to meet their obligations under Data Protection Laws when providing or allowing access to Personal Data.

In consideration of the mutual promises set out in this Exhibit, CSM and the Supplier agree as follows:

1. Definitions.

- (a) "Data Controller" means a person who either alone or jointly in common with one or more other persons determines the purpose and means of processing of Personal Data, or such other person or designation for such person having equivalent or corresponding status and/or obligations under any applicable Data Protection Law.
- (b) "Data Processor" means a person who processes Personal Data on behalf of one or more Data Controllers, or such other person or designation for such person having equivalent or corresponding status and/or obligations under any applicable Data Protection Law.
- (c) "Joint Controller Transfer Clauses" means the Standard Contractual Clauses for the transfer of Personal Data from the EEA to non-EEA countries approved by EC Commission Decision of December 27, 2004, as currently set out at: https://ec.europa.eu/info/law/law-topic/data-protection_en.
- (d) "Controller-to-Processor Transfer Clauses" means the Standard Contractual Clauses for the transfer of Personal Data from the EEA to Data Processors established in non-EEA countries that do not provide an adequate level of data protection approved by EC Commission Decision of February 5, 2010, as currently set out at: https://ec.europa.eu/info/law/law-topic/data-protection_en.
- (e) "Data Protection Laws" means any applicable law or regulation concerning data protection and cybersecurity that governs the processing of Personal Data under the Agreement, including the GDPR.
- (f) "Data Subject" means (a) an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an email address, location data, an online or other unique identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; or (b) such other natural or legal person or designation for such person having equivalent or corresponding status under any applicable Data Protection Law.
- (g) "EEA" means the European Economic Area plus Switzerland and, if the UK ceases to be part of the EEA, the UK.
- (h) "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, any successor thereto, and any other law relating to the data protection or privacy of individuals that applies in the US and/or EEA.
- (i) "Personal Data" shall mean information relating to a Data Subject.
- (j) "process/"processing" means any operation or set of operations performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as 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.
- (k) "Processing Locations" means the locations in which the Supplier is permitted to process the Personal Data, as specified in Annex 2.
- (l) "Regulator" means the data protection supervisory authority which has jurisdiction over CSM's and/or Supplier's processing of Personal Data.
- (m) "Subprocessor" means any processor engaged by the Supplier or by any other Subprocessor of the Supplier, which agrees to receive from the Supplier, or from any other Subprocessor of the Supplier, Personal Data, exclusively with the intention for processing activities to be carried out on behalf of CSM and in accordance with its instructions, the terms of the Agreement, the Exhibit and the terms of the written subcontract.
- (n) "Transfer Clauses" means the Joint Controller Transfer Clauses and the Controller-to-Processor Transfer Clauses.



2. Interpretation.

- (a) The Annexes form part of this Exhibit and a reference to an Annex is, unless stated otherwise, a reference to an annex to this Exhibit.
- (b) A reference to a statute or statutory provision includes a reference to any subordinate legislation and is a reference to:
 - (i) that statute, statutory provision or subordinate legislation as modified, consolidated, superseded, re-enacted, re-numbered, or replaced (whether with or without modification) from time to time after the date of this Exhibit); and
 - (ii) any statute, statutory provision or subordinate legislation which it consolidates, supersedes, re-enacts or replaces (whether with or without modification).
- (c) References to the singular include the plural and vice versa.
- (d) Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- (e) All capitalized terms that are not expressly defined in this Exhibit will have the meanings given to them in the Agreement.

3. Obligations of the Parties.

- (a) Annex 1(A) will apply where CSM and the Supplier are Joint Controllers.
- (b) Annex 1(B) will apply where:
 - (i) CSM is a Data Controller and the Supplier is a Data Processor, or
 - (ii) CSM is acting as a Data Processor on behalf of a third-party Data Controller and Supplier is a Subprocessor.
- (c) The parties shall always comply with their respective obligations under applicable laws.

4. Security.

- (a) The Supplier acknowledges that adequate data security is a material condition of the Agreement.
- (b) The Supplier agrees that it has implemented and will maintain appropriate technical, physical and organizational measures (including imposing appropriate confidentiality provisions on its employees, agents and subcontractors) to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and, in particular, where the processing involves the transmission of data over a network, against all other unlawful forms of processing. Having regard to the state of the art and cost of their implementation, the Supplier agrees that such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of Personal Data to be protected and will at a minimum include:
 - (i) those measures described in the Agreement or any applicable data privacy or protection policy of CSM; and
 - (ii) any other mandatory technical, physical or organizational measures that a Data Controller or Data Processor is required to take under the Data Protection Laws from time to time, where applicable to the processing operations to be performed by the Supplier.

5. Security Breaches.

- (a) The Supplier shall:
 - (i) notify CSM within 24 hours after becoming aware of any actual or suspected security incident, unauthorized access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of Personal Data processed by Supplier or a Subprocessor ("Security Breach"); and
 - (ii) upon discovery of any Security Breach, immediately act to prevent any further Security Breach, provide CSM with details of the Security Breach and the details of the measures taken to address the Security Breach, provide a point of contact who will keep CSM up-to-date with respect to all details concerning the Security Breach, and provide CSM with full and prompt cooperation and assistance in relation to any notifications that CSM is required to make as a result of the Security Breach.
- (b) The Supplier shall not make any notification to a data protection authority or Data Subject in respect of any Security Breach unless expressly authorized by CSM in writing to do so or unless otherwise required by law.

6. International Transfers of Personal Data.

- (a) If, in the performance of Services, Personal Data that is subject to the GDPR is transferred to a Supplier outside the



EEA, the parties will comply with the additional obligations/warranties set out in Annex 1(C).

- (b) If, at any time the Data Protection Laws require any further steps to be taken in order to permit the transfer of Personal Data to the Supplier as envisioned under the Agreement (including in relation to data export restrictions under applicable Data Protection Laws), then the Supplier will take all steps reasonably required by CSM (including, where necessary, entering into contractual clauses with CSM) to ensure that the transfer of the Personal Data meets the requirements of Data Protection Laws.
- (c) The parties' signature to this Exhibit, or the Agreement or SOW which incorporates this Exhibit, shall be considered as signature to the Transfer Clauses.
- (d) Supplier and CSM agree that CSM's Affiliates, to the extent that they are Data Controllers of Personal Data being processed by the Supplier on the Data Controller's behalf in connection with the provision of Services under the Agreement, shall have discretion and be fully entitled to agree (and be treated as if they have agreed) to the Transfer Clauses directly with Supplier. CSM (on behalf of each of the relevant Affiliates) shall be fully entitled to enforce Transfer Clauses against Supplier and its Subprocessors if a direct enforcement right is not available under Data Protection Law.
- (e) If the Transfer Clauses are amended, replaced or repealed by the European Commission or under Data Protection Laws, the parties shall work together in good faith to enter into any updated version of the Transfer Clauses or negotiate in good faith a solution to enable a transfer of Personal Data to be conducted in compliance with Data Protection Laws.

7. Liability and Insurance.

- (a) Notwithstanding any provision limiting or excluding the Supplier's liability under the Agreement, the Supplier's liability in respect of its obligations under this Exhibit shall be unlimited.
- (b) The Supplier shall maintain insurance coverage (and specifically cyber liability insurance) that is adequate to cover its liabilities to CSM and/or Data Subjects under this Exhibit and ensure that Supplier's coverage does not exclude fraud or human error.

8. Indemnity. The Supplier agrees to hold harmless, indemnify and keep indemnified and defend at its own expense CSM against all costs, claims, damages or expenses incurred by CSM or for which CSM may become liable related to: (i) any failure by the Supplier or its Subprocessors, employees or agents to comply with any of its obligations under this Exhibit; or (ii) any Security Breach.

9. Term and Termination of the Services.

- (a) The parties agree that Personal Data will be processed by the Supplier for the duration of the Services under the Agreement unless otherwise instructed by CSM (e.g., to comply with Data Protection Laws or CSM data retention policies).
- (b) The parties agree that upon termination of the Services in so far as they relate to Personal Data, or upon CSM's written request, the Supplier and all Subprocessors shall immediately cease processing Personal Data and at the choice of CSM, promptly return all Personal Data and the copies, notes or extracts thereof to CSM, or securely destroy all Personal Data and certify to CSM in writing that it or they have done so, *provided that* where the processing is subject to any Data Protection Laws that requires the Supplier or Subprocessor to store all or part of the Personal Data, or, in all other cases, the Supplier is required to retain Personal Data to comply with tax or legal obligations to which it is subject, the Supplier warrants that it will guarantee the confidentiality of Personal Data, and will guarantee the return and/or destruction of the Personal Data as requested by CSM when the legal obligation to which the Supplier is subject expires.

10. Miscellaneous.

- (a) The Supplier has appointed the individual identified in Annex 2 to support CSM in monitoring compliance with this Exhibit.
- (b) In the event of inconsistencies between the provisions of this Exhibit and other agreements between the parties, the provisions of this Exhibit shall prevail regarding the parties' data protection obligations relating to Personal Data. In cases of doubt, this Exhibit shall prevail where it cannot be clearly established whether a clause relates to a party's data protection obligations.
- (c) Should any provision or condition of this Exhibit be held or declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this Exhibit shall remain valid. Such an invalidity, unlawfulness or unenforceability shall have no effect on the other provisions and conditions of this Exhibit to the maximum extent permitted by law. The provision or condition affected shall be construed either: (a) to be amended in such a way that ensures its validity, lawfulness and enforceability while preserving the parties' intentions, or if that is not possible, (ii) as if the invalid, unlawful or unenforceable part had never been contained in this Exhibit.
- (d) Any amendments to this Exhibit shall be in writing duly signed by authorized representatives of the parties hereto.



ANNEX 1(A)

WHERE BOTH PARTIES ARE DATA CONTROLLERS (JOINT DATA CONTROLLERS)

1. CSM agrees and warrants that the processing of Personal Data has been carried out in accordance with Data Protection Laws applicable to CSM in respect of the Personal Data.
2. The Supplier agrees and warrants that:
 - 2.1 it has no reason to believe that the legislation applicable to it prevents it from fulfilling its obligations under this Exhibit; and that in the event of a change in that legislation which is likely to have a substantial adverse effect on the guarantees provided by this Exhibit, it will promptly notify the change to CSM;
 - 2.2 unless the parties have agreed otherwise in writing, it will process the Personal Data solely for performing its obligations under the Agreement or any other purpose expressly permitted in the Agreement and in accordance with applicable Data Protection Laws;
 - 2.3 it will not process Personal Data in a manner that is incompatible with the Data Protection Laws applicable to a Data Controller;
 - 2.4 it will deal promptly with all reasonable inquiries from CSM or a Data Subject relating to the Personal Data, including requests for access or correction of Personal Data and information about the Supplier's practices, procedures and complaints process;
 - 2.5 it will comply with CSM's privacy notice available at www.csm.com;
 - 2.6 it will not transfer Personal Data to any location other than the Processing Location(s), unless the parties agree in writing to change or add a new Processing Location;
 - 2.7 it has in place procedures so that any third party it authorizes to have access to Personal Data, including Subprocessors, will respect and maintain the confidentiality and security of the Personal Data and that any person acting under the authority of the Supplier, including a Subprocessor, shall be obligated to process Personal Data only on instructions from the Supplier; and
 - 2.8 where required under Data Protection Laws, it will provide prior notice to CSM before authorizing any third party to have access to the Personal Data and/or ensure that such third party enters an agreement with CSM containing undertakings to protect the Personal Data.



ANNEX 1(B)

WHERE (1) CSM IS A DATA CONTROLLER AND THE SUPPLIER IS A DATA PROCESSOR

OR

(2) CSM IS A DATA PROCESSOR AND THE SUPPLIER IS A SUBPROCESSOR

1. The parties acknowledge and agree that to provide the Services, Supplier may process Personal Data. Annex 2 of this Exhibit, "Description of the Processing/Transfer", will be attached to any applicable SOW, which will set out the subject matter of the Data Processing, the purpose of the Data Processing, the type of Personal Data being processed, the categories of Data Subjects, etc.
2. Each party acknowledges and agrees that it has certain rights and obligations under the Data Protection Laws. Supplier shall, at its own expense (except where otherwise expressly stated in this clause) and without prejudice to its other rights or obligations, in respect of its processing of such Personal Data:
 - 2.1 process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of this Exhibit and in accordance with CSM's written instructions from time to time and Supplier shall not process or permit the processing of the Personal Data for any other purpose. If Supplier is ever unsure as to the parameters of the instructions issued by CSM and/or believes that CSM's instructions may conflict with the requirements of Data Protection Laws, Supplier shall immediately notify CSM for clarification and where requested provide reasonable details in support of any assertion that CSM's instructions may be unlawful'
 - 2.2 only make copies of the Personal Data to the extent reasonably necessary (which may include back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and/or testing of the data);
 - 2.3 not extract, re-utilize, use, exploit, redistribute, re-disseminate, copy or store the Personal Data other than as permitted hereunder;
 - 2.4 comply with its obligations under Data Protection Laws, and the provisions of CSM's IT and data security policies as notified to Supplier from time to time;
 - 2.5 only permit access to Personal Data to those Supplier personnel who require such access in order to carry out their roles in the performance of Supplier's obligations and ensure the reliability of all personnel and Subprocessors who have access to the Personal Data and shall in particular ensure that any person authorized to process Personal Data in connection with the Services are subject to a duty of confidentiality that at a minimum is equal to the duty of confidentiality imposed on Supplier under the Agreement or this Exhibit;
 - 2.6 not do anything or omit to do anything that may put CSM (or any member of CSM's group) in breach of its obligations under Data Protection Laws and take such steps as CSM may reasonably request from time to time to enable CSM to comply with Data Protection Laws;
 - 2.7 provide CSM with full co-operation and assistance in relation to CSM's obligations and rights under Data Protection Laws including providing CSM and Regulators (as applicable) with all information and assistance necessary to investigate Security Breaches, carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Laws and assisting CSM by appropriate technical and organizational measures in responding to, and complying with, Data Subject requests. Supplier shall immediately comply with any request from CSM requiring Supplier, at Supplier's cost, to amend, transfer or delete the Personal Data, either during or after the term;
 - 2.8 having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to Personal Data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage of the Personal Data; and b) the nature of the Personal Data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Laws and be of a standard no less than the standards compliant with good industry practice for the protection of Personal Data;



- 2.9 at its own expense, without undue delay (and in any event within 24 hours of becoming aware) notify CSM in writing, and provide such co-operation, assistance and information as CSM may reasonably require if Supplier:
- (a) receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's (or any member of CSM's group) compliance with Data Protection Laws;
 - (b) becomes aware of any Security Breach. In the event of a Security Breach which constitutes a breach under this Exhibit, the Agreement and/or Data Protection Laws by the Supplier, CSM shall be entitled to: A) issue a press release or public statement identifying Supplier and/or stating that the Security Breach has arisen as a result of Supplier; and/or B) require Supplier to issue a public statement taking responsibility for the Security Breach, the content, channels and timing of which shall be approved in advance by CSM;
- 2.10 keep at its normal place of business a written record of data processing carried out in the course of the Services and of its compliance with its obligations set out in this Exhibit ("**Records**"), including requiring its approved Subprocessors to do the same, and provide CSM with all Records (including Records from its approved Subprocessors) upon request;
- (a) permit CSM, its third-party representatives or a Regulator or its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause by Supplier, access to inspect, and take copies of, the Records and any other information held at Supplier's and/or Subprocessors' premises or on Supplier's and/or Subprocessors' systems relating to this Exhibit, for the purpose of auditing Supplier's compliance with its obligations under this Exhibit. Supplier shall at its own cost give all necessary assistance to the conduct of such audits;
 - (b) not engage any Subprocessor to process Personal Data (or otherwise sub-contract or outsource the processing of any Personal Data to a third party) without the prior written consent of CSM acting in its sole discretion. Where CSM authorizes Supplier to appoint a Subprocessor, such authorization is conditional on Supplier:
 - (i) entering into a written contract with the Subprocessor that:
 - (1) is on terms that are the same as those set out in this Exhibit and in the Agreement;
 - (2) provides sufficient guarantees to implement appropriate technical and organization measures in compliance with the Data Protection Laws; and
 - (3) terminates automatically on termination or expiry of the Agreement for any reason;
 - (ii) remaining liable for all acts or omissions of the Subprocessors as if they were acts or omissions of Supplier;
- As of the date hereof, Supplier uses the Subprocessors set out in Annex 2 for the activities set out in any applicable SOW in connection with the provision of the Services;
- (c) return or destroy (as directed in writing by CSM) all Personal Data it has in its possession and immediately delete existing copies unless applicable Data Protection Laws require storage of the Personal Data. If CSM elects for destruction rather than return of the Personal Data, Supplier shall as soon as reasonably practicable ensure that all Personal Data is destroyed and deleted from Supplier systems and provide written confirmation of compliance with this clause within 14 days of request;
 - (d) only permit Personal Data to be processed in locations expressly approved in writing by CSM, including those locations set out Annex 2 for the activities set out in any applicable SOW in connection with the provision of the Services; and



- (e) if in the EEA, only transfer the Personal Data to a territory outside of the EEA with CSM's prior written consent and where that territory does not have a finding of adequacy by the European Commission, shall ensure, unless another lawful mechanism is agreed in writing by the parties, that prior to such transfer it executes or procures that the relevant third party executes the applicable Transfer Clauses and shall ensure that it complies and procures that the relevant third party complies with its relevant obligations under the Transfer Clauses or such other lawful mechanism as may be agreed by the parties. The parties agree that if the Transfer Clauses or other transfer mechanism agreed by the parties ceases to exist or are no longer considered to be lawful method of transferring personal data outside of the EEA, Supplier shall cease or procure that the relevant third party cease the processing of such Personal Data until such time as Supplier has in accordance with CSM's instructions entered into an alternative mechanism to enable the Personal Data to be transferred outside of the EEA in a compliant manner;

2.11 Supplier shall protect and indemnify CSM on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by CSM arising out of the Supplier's breach of its obligations in this Exhibit ("**Claims**"). Each party acknowledges that Claims include any claim or action brought by a Data Subject arising from Supplier's breach of its obligations under this Exhibit.



ANNEX 1(C)

INTERNATIONAL DATA TRANSFERS THAT ARE SUBJECT TO THE GDPR

1. If, in the performance of the Services, Personal Data that is processed in the EEA is transferred to a Supplier or a Subprocessor established outside the EEA, the Parties will comply with the additional obligations and warranties set out in the following provisions:
 - (a) Where:
 - (i) CSM is the Data Controller of the Personal Data to be exported and the Supplier is also to be a Data Controller in respect of that Personal Data then the Parties shall comply with the terms of the Joint Controller Transfer Clauses whereby CSM will be regarded as the Data Exporter and the Supplier will be regarded as the Data Importer;
 - (ii) CSM is the Data Controller of Personal Data to be exported and the Supplier is to be a Data Processor in respect of that Personal Data, or CSM is a Data Processor acting under the authority of a third-party Data Controller and the Supplier is a Subprocessor, then the Parties shall comply with the terms of the Controller-to-Processor Transfer Clauses whereby CSM will be regarded as the Data Exporter and the Supplier will be regarded as the Data Importer; or
 - (iii) CSM is a Data Processor acting on behalf of a third-party Data Controller and the Supplier is a Subprocessor, and the agreement with the Data Controller incorporates Binding Corporate Rules, the Supplier agrees to take any additional steps that may be reasonably required by CSM to ensure that the transfer of Personal Data meets the requirements of the Data Controller or terms of the Binding Corporate Rules.
 - (b) The Supplier will not export Personal Data from the EEA pursuant to this Exhibit without the prior written permission of CSM.
 - (c) The Joint Controller Transfer Clauses and the Controller-to-Processor Transfer Clauses may be varied or terminated only as specifically set out in the Joint Controller Transfer Clauses and the Controller-to-Processor Transfer Clauses respectively.
 - (d) In the event of inconsistencies between the provisions of the Transfer Clauses and this Exhibit or other agreements between the parties, the applicable Transfer Clauses shall take precedence. The terms of this Exhibit shall not vary the Transfer Clauses in any way. The Party's signature to this Exhibit, or the Agreement or SOW which incorporates this Exhibit, shall be considered as signature to the Transfer Clauses.
 - (e) The Supplier agrees to observe the terms of the Transfer Clauses without modification.
 - (f) If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Transfer Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required.



Annex 2

Description of Processing/Transfer

The provisions of this Annex 2 are contained in each SOW and need to be completed by Supplier and signed.

1. Data Exporter (Data Controller)

CSM North America, LLC and its subsidiary companies

2. Data Importer (Data Processor)

Supplier Name:

3. Data Subjects/Data Owners

List the categories of Data Subjects/Data Owners. For example, include whether the Data Subjects/Owners are CSM employees or contractors, CSM's customer's employees, contractors, end users, etc.

4. Countries of Origin of the Personal Data Processed

Please indicate the countries of origin of the Personal Data you process on CSM's behalf: (1) US only; (2) EU only; (3); Non-EU international data (e.g., Personal Data from Asia, Latin America, Canada, Russia, Ukraine, Africa and Middle East); or (4) US and other international data.

5. Processing operations

The Personal Data transferred will be subject to the following basic processing activities (please specify):

6. Purposes of processing/transfer

E.g., Supplier may be required to access, receive, generate, store or otherwise process personal data in order to provide the Services. Note if the Supplier is not required to process personal data for every element of the Services, suggest breaking it down to the parts of the Services where it is required to process personal data – e.g. provision of IT support, invoicing process etc.

7. Categories of Personal Data

The Personal Data to be processed/transferred concerns the following categories of Personal Data:

Please place an "X" by any data categories that apply:	Personal Data	Description
	Name	
	Home address	
	Work address	
	Home phone number	
	Mobile phone number	
	Home email address	
	Business email address	
	Driver's License Number	
	Social Security Number	
	Passport Information	
	IP address/device identifier	
	Bank account information	
	Other (please specify)	



8. Processing Locations

Please list the specific geographic location(s) where processing takes place, including all locations where Personal Data may be processed. Specific addresses are not necessary; relevant cities and countries are sufficient.

9. Recipients and Subprocessors

A. *The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:*

B. *Please list all current Subprocessors that are processing Personal Data related to the Services Supplier is providing to CSM:*

Name	Services	Location	Data Transfer Mechanism (if applicable)
Set out name and registered address of Subprocessors	Set out services to be provided by Subprocessors	Include location	To the extent personal data is being transferred outside the EEA, include details of lawful mechanism, e.g. standard model clauses, privacy shield certification, binding corporate rules

10. Special categories of data (including sensitive data) (if applicable)

Please list any special categories of data, including sensitive data that you process. Sensitive data includes data related to gender, location, biometrics, genetics, health, race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation, and data related to criminal offences.

11. Description of the technical and organizational security measures implemented by the data importer

List any other security measures that are in place to protect Personal Data under the Agreement. To the extent personal data is being transferred outside the EEA., include details of lawful mechanism, e.g. standard model clauses, privacy shield certification, binding corporate rules.

12. Additional useful information

Please provide any other important information you may have regarding the processing and storage of Personal Data such as the length of time Personal Data is retained in the performance of the Services, how it is stored, and how it is destroyed upon termination of the Services or when it is no longer needed for the purposes for which it was collected.

13. Contact points for data protection enquiries/persons appointed to monitor compliance with this Exhibit

CSM:

Supplier:

The parties may agree in writing to amend the Description of Processing/Transfer, as detailed in this Annex 2, from time to time.