

SCHEDULE 1 - DEFINITIONS

1. DEFINITIONS

1.1 Unless the context requires otherwise, the following definitions and rules of interpretation apply in this agreement:

"Applicable Laws" means all applicable laws, statutes, regulation and codes from time to time in force;

"Background IP" means any Intellectual Property Rights belonging to a party at the date of this agreement or which arise, are acquired by or are licensed to a party during the term of this agreement independently of the performance or receipt of any Services under this agreement;

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Business Hours" means 9am to 5pm (London time) on a Business Day;

"Charges" means the sums payable for the Services as set out in the Order Form;

"Commencement Date" means the date set out at the beginning of this agreement;

"Client's Equipment" means any equipment, including tools, systems, cabling or facilities, provided by the Client which is used directly or indirectly in the supply of the Services including any such items specified in the Order Form;

"Client Materials" means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to RB in connection with the Services, including the items provided pursuant to clause 3.1(c);

"Confidential Information" means in relation to this agreement and the Services all confidential information (however recorded, preserved or disclosed) disclosed by a party to the other party in the course of negotiating, performing or receiving Services under this agreement including any information that would be regarded as confidential by a reasonable business person relating to:

- (a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the party disclosing the information;
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the party disclosing the information; and
- (c) any information or analysis derived from Confidential Information;

"Disclosing Party" means the party disclosing Confidential Information to the Receiving Party;

"Force Majeure Event" has the meaning given to that term in clause 12.1;

"Foreground IP" means any Intellectual Property Rights that arise, or which are created, devised or developed in the course of performing or receiving Services under this agreement;

"Insolvent" means an event where any one of the following occurs in relation to a party:

- (a) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent

restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets;

- (b) an event similar or analogous to those listed in (a) above occurs under the law of any jurisdiction of a party; or
- (c) a party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order Form" means a completed order form in the form set out in the schedule entitled "Order Form" a copy of which can be found at Appendix 1.

"RB's Equipment" means any equipment, including tools, systems, cabling or facilities, provided by RB to the Client and used directly or indirectly in the supply of the Services, including any such items specified in the Order Form but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client;

"Receiving Party" means the party receiving the Confidential Information from the Disclosing Party;

"Services" means the services set out in the Order Form;

"Special Conditions" means additional terms and conditions agreed by the parties and set out in the Order Form; and

"VAT" means value added tax or any equivalent tax chargeable in the UK or elsewhere.

2. INTERPRETATION

2.1 Unless the context requires otherwise, words in the singular shall include the plural and vice versa, and a reference to a gender shall include all genders.

2.2 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

SCHEDULE 2 – DATA PROTECTION

1. DEFINITIONS

1.1 Unless the context requires otherwise, the following definitions and rules of interpretation apply in this agreement:

"Adequate Country" means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR or similar provisions under any other Data Protection Legislation;

"Approved Subprocessor" means each: (i) Existing Subprocessor; and (ii) New Subprocessor;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time relating to Personal Data which apply to a party including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**") and the Data Protection Act 2018;

"Client Personal Data" means any Personal Data processed by RB or any authorised Subprocessor, pursuant to or in connection with this agreement;

"Existing Subprocessor" means each Subprocessor, including coaches and consultants appointed by RB to process Personal Data as at the Commencement Date;

"New Subprocessor" means any Subprocessor, with the exception of consultants and coaches, to which RB wishes to delegate the processing of Personal Data;

"Restricted Country" means a country or territory outside the European Economic Area that is not an Adequate Country;

"Restricted Transfer" means: (i) a transfer of Personal Data from the Client to RB in a Restricted Country; or (ii) an onward transfer of Personal Data from RB to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Legislation without a legal basis therefor under Chapter V of the UK GDPR;

"Standard Contract Clauses" means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission;

"Subprocessor" means any Processor appointed by or on behalf of RB to process Client Personal Data;

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;

1.2 The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**Processor**" shall have the same meaning as in the UK GDPR, and their cognate terms shall be construed accordingly.

2. DATA PROTECTION

2.1 Each party will comply with all applicable requirements of the Data Protection Legislation when processing

Personal Data. This schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. RB shall be the Processor and the Client shall be the Controller in connection with the Client Personal Data processed under this agreement.

2.2 Annex A to this schedule 2 sets out certain information regarding RB's processing of Client Personal Data as required by Article 28(3) of the UK GDPR in connection with the Services.

2.3 Without prejudice to the generality of paragraph 2.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to RB for the duration and purposes of this agreement.

2.4 Without prejudice to the generality of paragraph 2.1, RB shall, in relation to any Client Personal Data processed in connection with the performance by RB of its obligations, as Processor, under this agreement:

(a) process that Client Personal Data only on the documented written instructions of the Client as set out in this agreement unless RB is required by Applicable Laws to otherwise process that Client Personal Data in which case RB shall inform the Client of that legal requirement before such processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR and the Client acknowledges that as Controller it has a responsibility to ensure the appropriateness of such technical and organisational measures given the nature and processing activities to be undertaken by RB;

(c) ensure that all personnel including consultants and coaches who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential;

(d) taking into account the nature of the processing, assist the Client, at the cost of the Client, to respond to requests from Data Subjects exercising Data Subject rights under the Data Protection Legislation;

(e) provide reasonable assistance to the Client, at the cost of the Client, with any data protection impact assessments, and prior consultations with Supervisory Authorities which the Client reasonably considers to be required by Article 35 or 36 of the GDPR or similar provisions under any other Data Protection Legislation, in each case solely in relation to processing of Client

- Personal Data by RB and taking into account the nature of the processing and information available to RB;
- (f) notify the Client without undue delay on becoming aware of a Personal Data Breach providing the Client with sufficient information which allows the Client to meet any obligations to report a Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum:
- (i) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - (ii) communicate the name and contact details of RB's data protection officer or other relevant contact from whom more information may be obtained;
 - (iii) describe the likely consequences of the Personal Data Breach; and
 - (iv) describe the measures taken or proposed to be taken to address the Personal Data Breach;
- (g) at the written request of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of this agreement unless required by Applicable Laws to store the Client Personal Data or to retain the Client Personal Data in accordance with RB's data retention policy;
- (h) provide the Client a copy of RB's most recent audit results undertaken by a third party auditor to demonstrate RB's compliance with its obligations under this schedule 2 and shall make available to the Client all information reasonably requested by the Client, at the cost of the Client, to demonstrate its compliance with the requirements of this schedule 2; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this schedule 2.

2.5 The Client instructs RB (and authorises RB to instruct each Approved Subprocessor) to process Client Personal Data, including to transfer Client Personal Data outside of the European Economic Area and the United Kingdom, as reasonably necessary to provide the Services.

2.6 The Client agrees that, in any communication with Data Subjects or a Supervisory Authority relating to Client Personal Data, it shall:

- (a) act in good faith;
- (b) not misrepresent RB or its Approved Subprocessors; and
- (c) to the extent permitted by the relevant Data Protection Legislation and other Applicable Laws, consult in advance with RB in relation to such communication,

provided always that nothing in this clause 2.6 shall cause or require the Client to miss any response or reporting deadlines specified in the Data Protection Legislation.

2.7 Subprocessors

- (a) RB may continue to use those Existing Subprocessors already engaged by RB as at the Commencement Date.
- (b) RB shall give the Client reasonable prior notice of the appointment of any New Subprocessor. The Client shall raise any reasonable objections to the appointment of the New Subprocessor in writing within ten (10) Business Days of such notice. RB shall take reasonable steps to address any objections raised by the Client and provide the Client with a reasonable written explanation of the steps taken.
- (c) Each New Subprocessor shall become an Approved Subprocessor on the completion of:
 - (i) RB providing notice to the Client as envisaged by clause 2.7(b); and
 - (ii) satisfaction of all of the conditions in clauses 2.7(b) and 2.7(e) below in respect of that New Subprocessor.
- (d) RB shall enter into a written agreement with each Approved Subprocessor, its consultants and coaches which includes terms that offer at least the same level of protection for Client Personal Data as those set out in this schedule 2 and meet the requirements of Article 28 (3) of the UK GDPR.
- (e) If the arrangement with an Approved Subprocessor involves a Restricted Transfer, RB will ensure that one of the safeguards set out in Article 46 of the GDPR has been properly and appropriately implemented and maintained in respect of that Restricted Transfer. Where reliance is placed on the Standard Contract Clauses, the Client hereby appoints RB as its agent for the limited purposes of executing the Standard Contract Clauses.
- (f) RB shall remain fully liable to the Client for any failure by each Approved Subprocessor to fulfil its obligations in relation to the processing of any Client Personal Data.

2.8 Restricted Transfers

- (a) To extent that any processing by RB of Client Personal Data involves a Restricted Transfer, the parties agree that:
 - (i) The Client – as "data exporter"; and
 - (ii) RB – as "data importer", shall enter into the Standard Contract Clauses in respect of that Restricted Transfer and the associated Processing in accordance with clause 2.8(b).
- (b) In respect of any Standard Contract Clauses entered into pursuant to clause 2.8(a):
 - (i) Clause 9 of such Standard Contract Clauses shall be populated as follows: *"The Clauses shall be governed by the law of the Member State in which the data exporter is established"*
 - (ii) Clause 11(3) of such Standard Contract Clauses shall be populated as follows: *"The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established."*
 - (iii) Appendix 1 to such Standard Contract Clauses shall be populated with the

ANNEX A

Details of Processing of Personal Data

This Annex A to schedule 2 includes certain details of the Processing of Client Personal Data as required by Article 28(3) UK GDPR.

Subject matter and duration of the Processing of Client Personal Data

The subject matter and duration of the processing of the Client Personal Data are set out in the Order Form.

The nature and purpose of the Processing of Client Personal Data

The nature and purpose of the processing of the Client Personal Data are set out in the Order Form.

The categories of Data Subject to whom the Client Personal Data relates

Data Subjects will be employees, consultants of and other persons nominated by the Client.

The types of Client Personal Data to be processed

Curriculum vitae and biographies or equivalent, names, job titles, email addresses, phone numbers and in some cases pre-course questionnaires and post-course videos and session notes.

corresponding information set out in Annex A to this schedule 3 and as applicable any additional data processing information set out in the Order Form.

- (iv) Appendix 2 to such Standard Contract Clauses shall be populated as follows:
"The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under schedule 2 of this agreement."

- (c) In respect of any Restricted Transfer between the Client and RB described in clause 2.8(a), the Standard Contract Clauses shall be deemed to come into effect under clause 2.8(a) automatically upon the commencement of the relevant Restricted Transfer provided that clause 2.8(a) shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated processing to take place without breach of Data Protection Legislation (e.g. clause 2.8(a), together with any associated Standard Contract Clauses, will not apply or will cease to apply (as applicable), in the event that the United Kingdom, having ceased to be a member state of the European Union, becomes the subject of an 'adequacy' decision of the European Commission).
- (d) Clause 2.8 shall not apply to a Restricted Transfer unless entry into the Standard Contract Clauses referred to therein is required to allow the relevant Restricted Transfer and the associated processing to take place without breach of Data Protection Legislation.

- 2.9 In the event that there is change in the Data Protection Legislation or a decision from EU authorities or courts in relation to requirements for transfers of Client Personal Data outside of the European Economic Area and the United Kingdom which requires amendments to the provisions of the agreement, and/or the Standard Contract Clauses ("**Change in Law**"), the parties shall work together in good faith to agree on any changes to this Agreement and/or the Standard Contract Clauses that are required in order to comply with the Change in Law.