



## TERMS AND CONDITIONS OF QUOTATION, PURCHASE ORDER, AND CONTRACT FOR SERVICES

If Provider has an existing Service Agreement (as defined below) with the Company, then these Terms and Conditions supplement any such Service Agreement. The Service Agreement shall control in the event of any conflict between these Terms and Conditions and such Service Agreement.

### 1. Definitions

- a. "Affiliates" mean, with respect to the Company or Provider, any person or entity (e.g., corporation, LLC, etc.) which directly or indirectly controls, is controlled by, or is under common control with such party.
- b. "Charges" mean all fees, costs, and/or charges payable by Company as full compensation and consideration for the Services performed by Provider.
- c. "Clients" are Company customers needing Services for whom Company acts as an agent when requesting and/or purchasing Services from the Provider.
- d. "Client Directed Provider" means any supplier of Services with whom a Company Client has its own contractual arrangement and of which the Company Client has requested be used specifically for such Client's employees instead of any other supplier or provider of Services. Notwithstanding anything contrary herein, with the exception of the online acceptance or unless specifically stipulated otherwise herein, a Client Directed Provider will be bound by the terms and conditions of its agreement with the Company Client and will look solely to that Client for payment of Charges or any claims arising from or related to its performance of Services. Unless specifically indicated otherwise, for purposes of this Contract, references to Provider shall include a Client-Directed Provider.
- e. "Data Protection Legislation" means all applicable laws, regulations, and directives relating to the processing, transferring, and maintaining Personal Data and privacy. Including without limitation the (i) Massachusetts (201 CMR 17.00) protection of Personal Information from unauthorized use or dissemination; (ii) Electronic Communication Privacy Act; (iii) Gramm-Leach-Bliley Privacy Act; and (iv) the General Data Protection Regulation (2016/679/EU), and as they may be amended from time to time.
- f. "Company" means Sirva Worldwide, Inc. and its Affiliates ("Sirva").
- g. "Confidential Information" means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to this Contract; and (b)(i) is disclosed in writing, electronically, visually, orally or other method and is identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however, disclosed, which would reasonably be considered to be confidential by the receiving party.
- h. "Contract" means the understanding and agreement between the Company and the Provider for the request, purchase, and provision of the Services in accordance with these Terms and Conditions. These Terms and Conditions, together with any proposal, estimate or fee quote, statement of work, or purchase order form the contract between the Company and Provider

for the provision of services contemplated therein, regardless of whether or not a reference to these Terms and Conditions is specifically made.

- i. “Intellectual Property Right(s)” means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like existing rights.
- j. “Personal Data” means data about an identifiable individual that is protected by privacy laws of any country or political and economic union where the individual resides. Examples of personal data include name, gender, religion, financial information, national identifier numbers, health information, online identifiers, and location data.
- k. “Provider” means the person, firm, agency, vendor, supplier, business, or company, and including a Client Directed Provider where and as the case may be, accepting the Company’s Request for a quote, Order, or services that will, by proceeding with the Company’s on-line services and/or submitting a purchase order and completing the on-line process thereby accepts these Terms and Conditions and is legally bound to perform the Services as requested by the Company on behalf of Company’s Clients.
- l. “Purchase Order” or “Order” means an ordering document for the provision of Services in lieu of or resulting from a Request.
- m. “Request” means any one of the following procurement documents or requests: (i) request for proposal, (ii) request for quotation, (iii) request for services, (vi) statement of work, or (v) a purchase order.
- n. “Service Agreement” means an already existing and active contractual agreement executed between Company and Provider.
- o. “Services” global or domestic relocation or destination and moving services and related programs or services described in any request for proposal or quotation and/or any accepted Order or any part thereof.
- p. “Terms and Conditions” means the terms and conditions set out in this document.

## **2. Terms & Conditions**

- a. These Terms and Conditions form the basis of the Contract between the Company and Provider regarding the purchase and provision of Services. They apply, exclude, and supersede any other terms that the Provider may seek to impose or incorporate or which are implied by trade, custom, practice, or course of dealing. They explain the rights, obligations, and responsibilities of both parties in relation to any Services provided by Provider. Company objects to and does not agree to be bound by any changes to these Terms and Conditions, and they supersede any inconsistent terms and conditions in any document or communication from the Provider with the exception of any Service Agreement.
- b. These Terms and Conditions are the only terms under which Company undertakes to do business with Provider. Provider’s actions in continuing to complete the online service Request and/or Order, continuing access to and proceeding to use Company’s online

submission options, or by submitting or accepting a Purchase Order, payment, or partial payment, will be deemed Provider's: (a) acceptance of Company's Request or Order, (b) agreement to provide and perform the Services for the fees quoted or identified in a Request or Order, (c) agreement to honor and maintain all fees fixed for a period of two (2) years unless or as otherwise agreed and indicated in a Request or Order by the Company; (d), (e) agreement to be bound by these Terms and Conditions, and (f) acknowledgment that these Terms and Conditions have been seen, read, understood and accepted by Provider irrespective of whether Provider has signed any note, letter or other document or agreement for Services. These Terms and Conditions also apply when Company uses an Affiliate, a third party, or a sub-contractor to procure, request, or purchase the Services. When Provider proceeds with the online submission and acceptance of Company's request, offer, or purchase of the Services ("Order"), any oral and/or written documents or variations by Provider which may conflict with these Terms and Conditions will not apply, and Company will not be bound by any such documents. By Provider's access to Company's online system, Provider is warranting and representing to Company that Provider is legally entitled to do so and to make use of the information made available via Company's website.

- c. These Terms and Conditions can be varied or amended unilaterally by Company.

### **3. Quotations**

- a. All requests for quotations are subject to confirmation by the Company and can be withdrawn at any time by Company at its sole discretion, regardless of Provider's acceptance. Company may refuse any subsequent Order or acceptance by Provider of any Requests for quotation or Order regardless of the submission method.
- b. All Requests or Orders given or made by the Company are based on the assumption of the validity of the information provided by Clients and/or Provider being fully accurate and correct in all circumstances. The Company maintains the right at any stage to change or re-negotiate any fees, cost agreement, Order, or any other relevant commitment should any information provided by the Provider fail to be fully valid, accurate, and correct or the Client no longer requires Services.
- c. Requests or Orders issued by the Company will only remain valid for the period of time as indicated in the request document, after which the Company reserves the right to re-tender at its discretion.

### **4. Acceptance**

- a. Acceptance of Company's Request or Order by Provider shall be deemed effective immediately upon Provider's online submission accepting Company's Request or Order or commencement of the Services by Provider. Such Acceptance shall be conclusively evidenced by the Provider's performance of the Services or acceptance of any payments from Sirva. Upon Acceptance, the Provider agrees to provide the Services in accordance with Company's Request, and all pricing and fees therein shall be fixed and remain firm for the duration of the period stated in a Request or determined by the Company. Any proposal or alternative document presented by the Provider for additional or different pricing, terms and conditions,

or any attempt by the Provider to vary the Terms and Conditions stated herein is hereby rejected by Company.

- b. Provider's Acceptance shall confirm Provider's acknowledgment that the Request or Order is made by Company as agent on behalf of the Client referenced in the Request or Order, and Client is the actual party responsible for paying the Charges to Provider. Charges will be processed through and paid by the Company in accordance with the terms herein or as may be specified in the Request or Order. Any disputed Charges will be managed through the Company, who is authorized to act on behalf of the Client.

## **5. Performance of Services**

- a. Provider shall provide and perform the Services to or for the Company on behalf of, and as agent for its Clients in accordance with the terms of this Contract, any proposal or quotation Company has made and submitted to the Provider or any Order accepted by Company.
- b. The Provider acknowledges and agrees that, if in providing the Services being requested by Company, Provider uses and provides Company's information and data to a third party, Provider shall be solely responsible and liable to Company for the security, misuse of such information or any violation or breach resulting thereof. For the purposes of this provision, Provider's uses and disclosure shall be based only on the instructions provided by Company in a quotation, an Order, or where, in the reasonable opinion of Company, it is implicit from the circumstances, trade, custom, usage or practice for the provision of Service.
- c. Provider shall provide and perform the Services in strict adherence to any service level performance or quality requirements ("SLA") or other criteria requested by Company and comply with any penalties, credits, or reimbursements imposed for non-performance, incomplete or repeated deficiencies of any kind.
- d. As a condition of performing the Services, if and as may be applicable, Provider agrees to pay Company a referral or membership fee as set forth in the Request or Order. In the event Provider does not submit timely payment of such fee, Company shall, at its sole discretion, deduct or hold back such fee amount from any Charge or invoice payment due to Provider, or set-off such fee amount from any future invoices submitted by Provider for Services. Provider shall not, under any circumstances whatsoever, avoid or refuse to submit such fee when due to Company. Provider's non-payment or late payment of any such fee to Company will be deemed a breach of this Contract by which Company, without waiving any other rights herein or provided by law, may terminate this Contract.

## **6. Failure to Disclose Information**

- a. If any material, technical, commercial or other issue ("the Undisclosed Issue") arises during the course of Provider's performance of Services, of which the Provider was aware or should have been aware prior to entering into the Contract but did not disclose to the Company, the following shall apply:
- b. The Company shall be entitled to halt the performance of Services until it has obtained sufficient information which, in the sole discretion and judgment of the Company, enables

the Provider to resume, and the Company shall incur no liability to the Provider in connection with the resulting delay where such incorrect information has been provided.

- c. The Company maintains the right to re-negotiate the costs and other terms of the Contract to take account of the Undisclosed issue or issues. If the Company and the Provider cannot reach an agreement in such renegotiations, the Company shall be entitled to terminate the Contract, and the Provider shall be liable for all costs and expenses incurred by the Company to the date of such termination.

## **7. Price and Payment**

- a. Company shall pay Provider as full compensation for the Services the fees set out in the Requests or Order if and as applicable, or as otherwise indicated by Company for the provision of the Services (the "Charges").
- b. Provider shall submit invoices as instructed by Company with all such information as requested by Company including without limitation Client and their relocating employees' names, Request or Order numbers if any and all other relevant information to support the provision of Services or that the invoice is to the Client, care of Sirva.
- c. Where the Company has good reason to believe the Provider may default on performance, the Company reserves the right at any time and in its absolute discretion to cancel any Services and withhold payment of any Charges without further obligation or liability until Provider can demonstrate, to Company's satisfaction and discretion, its ability to perform the Services. The Provider agrees to reimburse the Company for any expenses incurred by the Company relating to the provision of Services. The Charges present the total fees to be paid by the Company for the Services pursuant to this Contract.
- d. The Company may, at any time, without limiting any other rights and remedies it may have, set off any amount owing to it by the Provider against any amount payable by the Company to the Provider.
- e. Provider shall invoice Company for the Charges and any Company-approved expenses, if any, upon completion of the Services. The Company will initiate payment on Provider's properly submitted invoices within sixty (60) days after receipt of the invoice. Company has no obligation to pay any Charges (fees or expenses) invoiced for Services which are more than two (2) months after the date of performance or if any required information is determined by Company to be insufficient or missing on the invoice. The Company is not required to pay any disputed charge until after the resolution of the dispute. All fees and expenses shall be invoiced and are payable in the currency reflected in the Request or the Order. Payment by the Company of all or any part of any invoice is without prejudice to any rights or remedies that the Company or any Affiliate may otherwise have against the Provider and does not constitute any acceptance by the Company (or any other Affiliate) as to the performance by the Provider of all, or any part of the Services or its obligations under this Contract.

## **8. Taxes**

The Charges are expressed exclusive of any applicable taxes. Provider shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law. The Provider shall reimburse the Company for all taxes, excise, or other charges which the Company may be required to pay to any government (national, state, or local) upon the performance of the Services, including any Value Added Tax.

## **9. Intellectual Property Rights**

- a. "Intellectual Property" or "IP" includes any and all inventions, whether or not patentable, utility models, trademarks, component designs, ideas, concepts, know-how, knowledge, approaches, techniques, processes, procedures, forms, documentation, service programs, and methodologies and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets, and know-how, in each case whether registered or unregistered and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or models.
- b. All Company IP or any background IP is and will remain the exclusive property of the Company. There are no implied rights or licenses granted as a result of this Contract and, unless expressly granted herein, are reserved by Company. If Provider is permitted to use Company IP, such use is strictly limited to the use in connection with the products and/or services provided by Company and will be subject to any confidentiality, non-use, and non-disclosure provisions set forth herein. The Provider will not be entitled to any right or license to any of the Company's background IP.
- c. Provider agrees and acknowledges that Company retains any and all proprietary rights in concepts, ideas, and inventions that may arise during the provision of Services (including any deliverables provided by Company to the Provider). Furthermore, Provider acknowledges that any Services performed for or on behalf of Company or its Clients contain valuable trade secrets and proprietary information that, in the event of any actual or threatened breach of the terms herein, such breach shall constitute immediate, irreparable harm to Company for which monetary damages would be an inadequate remedy and that injunctive relief is an appropriate remedy breach in addition to whatever remedies the Company might have at law or under this Contract.
- d. The contents of the Company's online system and any external links may be provided for Provider's convenience, but they are beyond Company's control, and no representations are made as to their content or their accuracy and completeness.

## **10. Confidentiality**

- a. Company hereby notifies Provider that any IP and other information provided to Provider pursuant to any Request or Order, statement of work, or any such other document confirming the purchase and sale of Services, shall be treated as confidential. Provider agrees to make no commercial or other use of said information (except in connection with this Contract) and to make no disclosure thereof to anyone either before or after completion of

all Services or this Contract, whichever occurs last, except to those persons requiring such information in connection with the performance of the Services, without having obtained the prior written consent of Company.

- b. Company and Provider shall hold the information it receives in confidence, including the pricing, business processes, Personal Data, or other terms and conditions of this Contract or the information provided for the Services (collectively, “Confidential Information”), and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information and materials of like importance, but in no event may either party use less care than a reasonably prudent business person in a like or similar situation. Neither party shall disclose or permit any third person or entity access to the Confidential Information of the other party without the disclosing party's prior written permission, except for the Company's use, disclosure, transfer, and processing of Provider’s Confidential Information to the Company’s authorized personnel, affiliates, and third party services providers having a need to know for the performance of the Services (“Representatives”), and each party's legal, insurance, and accounting advisors, as appropriate. Provider’s use of Company’s online system and its continued completion and submission of the Order is deemed an acceptance of the terms herein and an authorization by Provider to allow Company the use, disclosure, transfer, and processing of Provider’s Confidential Information, and in particular any Personal Data for the provision of Services.
- c. Any proprietary information concerning the Company, its products, data, documentation, services, or processes which are disclosed to the Provider incident to the performance of the Services shall remain the exclusive property of the Company, and no rights are granted to Provider to produce or have produced any such products or perform any such services or to practice or cause to be practiced any such processes, or reveal, disclose, or publish any such data and documentation. Company's Confidential Information may be used by Provider solely for the performance of the Services for the Company or the Company’s Client on its behalf.

## **11. Changes & Cancellations**

- a. Orders are not subject to change or cancellation by the Provider other than with the prior written consent of the Company.
- b. Provider may not cancel a Service unless Company has requested the cancellation. No cancellation fees will apply to any Company canceled Services unless Provider has fully performed all requested Services prior to the cancellation.
- c. In the event of cancellation or change to an Order by the Provider, the Provider shall accept all completed Services and all Services in process at full price. In addition, the Provider shall reimburse the Company for any loss on materials, supplier engagements, or other items purchased for the purpose of fulfilling the order.

## **12. Warranties, Remedies, and Disclaimers**

- a. Company and Provider represent and warrant that each has the legal power to enter into and perform under this Contract and that each shall comply with all applicable laws in their performance hereunder.
- b. Company does not make any representations, statements, or guarantees (whether express or implied) regarding the availability, suitability, or fitness of the online system for any particular purpose or the accuracy or completeness of any information furnished to Provider.
- c. The Provider warrants that the Services will be performed as indicated or by descriptions furnished by the Company and accepted by the Company and will be performed in a manner consistent with applicable industry standards ordinarily exercised by other companies providing like services under similar circumstances. Provider further warrants, represents, and covenants that: (i) the Services provided and any reports or material produced in relation thereof will not infringe any legal rights (including any Intellectual Property Rights) of any third party; (ii) its performance of the Services constitutes its acceptance of and compliance with the terms within the EU Standard Contractual Clauses as outlined for Module 3 (Processor-to-Processor) transfers and willingness to confirm Provider's acceptance by executing a full Service Agreement including said Standard Contractual Clauses upon request by Company; (iii) The Provider will comply with all applicable Data Protection Legislation; (iv) Provider will make the Services available to Company and its Affiliates on pricing terms and conditions that are at least as favorable as those made available to other companies and customers for substantially equivalent or lower volume purchases; (v) Provider will perform the Services with adequate numbers of appropriately skilled and licensed personnel, with due care and diligence and to such high standard of quality as is to be expected from an expert provider of similar services; and (vi) it will at all times process, provide and receive all date-related data in an accurate and uninterrupted manner, only utilizing hardware or software which does and will at all times process, provide and receive all date-related data in an accurate and uninterrupted manner .
- d. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE COMPANY ONLINE SYSTEM IS PROVIDED "AS REQUESTED," AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATIONS, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OF REGULATORY COMPLIANCE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT.
- e. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATIONS, ATTORNEY'S FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THE FAILURE OF COMPANY TO PERFORM ITS OBLIGATIONS.

### **13. Indemnification**

Provider shall defend, indemnify and hold Company harmless from all loss, damage, and expenses sustained by Company and/or its Affiliates and from all claims, liability, and expense suffered by Company and/or its Affiliates by reason of any damage, infringement of rights (including patent and trademark rights), personal injury or other claim or action brought by Provider or any other person, firm or corporation that results from the purchase, sale, or use of any of the products or services provided, performed or referred to in this Contract. Provider shall specifically indemnify Company against any claims brought by Company's employees, clients, customers, or other third parties, that might arise out of, or relate in any way to, this Contract except for the sole gross negligence or willful misconduct of Company or its employees. The indemnity set forth in this paragraph shall not be limited by any insurance requirements, limitations, or insurance policy of the Provider. Provider shall be liable for the loss of or damage to Company's systems and online applications while Provider is accessing and using them. The obligations set forth in this Section shall survive the expiration or termination of the Contract.

### **14. Limitation and Disclaimer of Liability**

- a. EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, COMPANY (NOR ITS AFFILIATES NOR THEIR SHAREHOLDERS, OR PERSONNEL) WILL BE LIABLE TO THE PROVIDER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING IN CONNECTION WITH AN ORDER, THE CONTRACT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION HEREOF WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY LIABILITY OF THE COMPANY SHALL BE LIMITED TO THE ASSETS OF THE COMPANY AND NOT TO ANY OF THE ASSETS OF ITS AFFILIATES, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR EMPLOYEES.
- b. Company shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect, or consequential), personal injury, or expenses of any nature whatsoever which may be suffered by Provider or any third party (including Provider's employees), as a result of which may be attributable, directly or indirectly, to Provider's access and use of Company's online system, any information contained on the online system, Provider's personal information or material and information transmitted over Company's system or any delays, inaccuracies, errors in or omission of any information, or the transmission thereof or any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

### **15. Dispute Resolution**

- a. The Company and the Provider will use all reasonable endeavors to resolve any dispute which arises in connection with the performance of the Services.
- b. If a dispute cannot be resolved at the operational level, then:

- i. Either party may give written notice to the other setting out the nature and particulars of the matter which is the subject of the dispute.
  - ii. Within 10 days after the notice is received by the addressed party, that party shall formally respond.
  - iii. The notice and the response shall identify a senior manager of the party appointed by the party as a representative to conduct discussions and provide a thorough statement of that party's positions and a full summary of reasons for supporting that position.
  - iv. Within 10 days of receiving that response, the senior managers from both parties shall meet in person at a mutually acceptable place to seek a resolution.
  - v. If no resolution is reached by the expiration of 30 days from the date of the notice of dispute, either party may take such further steps as it considers appropriate to resolve the dispute, including the initiation of court proceedings or final and binding arbitration under section (c) herein.
- c. Any disagreement concerning this Contract, any interpretation or claim of damage, cost, indemnity, or liability concerning or related to this Contract, the Service, or these Terms and Conditions (including the arbitrability hereof) shall be submitted to final and binding arbitration by and under the rules of the American Arbitration Association in Cleveland, Ohio a decision of which shall be final, binding and enforceable by any court of competent jurisdiction. The prevailing parties shall be entitled to an award for reimbursement from the other party for all reasonable attorney's fees, arbitration costs, travel and lodging, and any other reasonable costs associated with the arbitration process. Further, the Company may seek action in the Federal District Court in Cleveland, Ohio, in support of arbitration in the event that the Company raises a claim for breach of confidentiality, nonuse, and/or nondisclosure provisions contained herein.

## **16. Termination**

- a. Should the Provider seek to terminate the Contract, the Provider will be liable for paying to the Company the full amount of all payments due and owing and any other claims made by the Company, the cost of settling any legally justified claims in connection with the necessary termination of any sub-contracts entered into in respect of this Contract or part thereof, and any other associated cost, expense or claim in respect of the canceled Order or Contract.
- b. Either party has the right, without prejudice to its other rights and remedies, to terminate the Contract without liability if the other party commits any material breach of any of its obligations under the Contract which it fails to rectify within 30 days of written notice of that breach (no notice period will apply for a breach of delivery terms) or makes a general arrangement with its creditors; or ceases or threatens to cease to carry on its business or a substantial part of it or is unable to pay its debts within the meaning of the Applicable Law; enters into liquidation whether compulsory or voluntary, except as a solvent company for the purposes of amalgamation or reconstruction; or has an administrator or administrative

receiver of the whole or part of its assets appointed or if any equivalent proceeding under any competent jurisdiction occurs.

### **17. Force Majeure**

Any delay or failure of either party to perform its obligations hereunder will be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) will be given by the affected party to the other party as soon as possible but in any event not later than 5 days after the occurrence of such event.

### **18. Governing Law & Jurisdiction**

These Terms and Conditions are governed by and will be construed in accordance with the laws of the jurisdiction from which the Company's Request or Order originated ("Applicable Law"). Any dispute arising out of or in connection with this Contract or these Terms and Conditions and the legal relationship created by the Contract shall be heard exclusively in such jurisdiction, and each party submits to the exclusive jurisdiction of such courts.

### **19. Notices**

- a. All notices must be written in English and be delivered by registered or certified post and addressed to the party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Contract.
- b. A notice required to be given under this Contract shall not be validly given if sent by e-mail.

### **20. Required Standard Contractual Clause Information**

- a. Where applicable, and in accordance with the terms of clause 12(c) herein, the Provider agrees that Company is a data exporter and the Provider is a data importer under the European Union's Standard Contractual Clauses, and as amended by the EC Implementing Decision on June 4, 2021 ("new SCCs") regardless of their respective locations.
- b. The Provider further confirms and agrees that the following terms shall apply with respect to the Standard Contractual Clauses:
  - i. The Provider and Company agree that the Docking Clause found in Clause 7 shall be excluded.
  - ii. The Provider acknowledges that Company may exercise its right of audit under Clause 8.9 of the Standard Contractual Clauses.

- iii. Option 2 of Clause 9 (general authorization for subprocessors) shall apply with respect to the Company's authorization of the use of subprocessors, and the Provider shall notify the Company in writing of any intended changes to its use of subprocessors at least 30 days in advance of any such change, measured from the date on which the notification is provided.
- iv. Option 1 of Clause 17 of the SCCs shall apply, and the Provider and Company mutually agree that the governing law shall be the law of the Czech Republic.
- v. The Provider and Company agree that any dispute arising from the Standard Contractual Clauses shall be duly resolved by the courts of Prague, Czech Republic, in accordance with the terms of Clause 18.