



EVEREST GROUP'S TERMS AND CONDITIONS OF PURCHASE

Parties agree as follows:

This document is Everest Group's Terms and Conditions of Purchase (the "Everest Group Terms of Purchase").

AN AGREEMENT ON THE EVEREST GROUP TERMS OF PURCHASE IS FORMED BY AND BETWEEN EVEREST GROUP AND SUPPLIER UPON (1) EVEREST GROUP'S AND SUPPLIER'S HANDWRITTEN OR ELECTRONIC SIGNATURE ON AN ORDER (2) SUPPLIER'S CLICK-BOX OR CLICK-WRAP ACCEPTANCE OF THE EVEREST GROUP TERMS OF PURCHASE (3) SUPPLIER'S ACCEPTANCE OF A PURCHASE ORDER (4) SUPPLIER'S COMMENCEMENT OF PERFORMANCE, OR (5) ANY OTHER ASSENT OR AGREEMENT OF SUPPLIER, WHICHEVER OCCURS FIRST.

THE INDIVIDUAL ACCEPTING THE EVEREST GROUP TERMS OF PURCHASE REPRESENTS AND WARRANTS TO HAVING THE AUTHORITY TO BIND SUPPLIER TO THE EVEREST GROUP TERMS OF PURCHASE. EVEREST GROUP IS REASONABLY RELYING UPON THIS REPRESENTATION AND WARRANTY.

NO OTHER DOCUMENT PROVIDED BY SUPPLIER OR OFFER TO SELL MADE BY SUPPLIER, INCLUDING, WITHOUT LIMITATION, ANY QUOTE, PROPOSAL, PURCHASE ORDER ACKNOWLEDGEMENT, CONFIRMATION, BROWSE-WRAP, CLICK-WRAP, CLICK-BOX ACCEPTANCE, END-USER LICENSE, OR ANY OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED BY SUPPLIER, OR WITH ANY SUPPLIER MATERIALS OR OFFER, WILL LEGALLY BIND EVEREST GROUP OR BECOME APART OF THE AGREEMENT BETWEEN EVEREST GROUP AND SUPPLIER.

ANY TERMS ADDITIONAL OR DIFFERENT TO THE EVEREST GROUP TERMS OF PURCHASE ARE HEREBY EXPRESSLY REJECTED AND NOT ACCEPTED BY EVEREST GROUP. EVEREST GROUP'S ACCEPTANCE OF ANY OFFER TO SELL BY SUPPLIER IS EXPRESSLY CONDITIONED UPON SUPPLIER'S ASSENT TO THE EVEREST GROUP TERMS OF PURCHASE AND EXPRESSLY LIMITED TO THE EVEREST GROUP TERMS OF PURCHASE. THE EVEREST GROUP TERMS OF PURCHASE MAY ONLY BE AMENDED OR MODIFIED AFTER NEGOTIATION AND A WRITTEN AGREEMENT IS SIGNED BY THE AUTHORIZED REPRESENTATIVES OF EACH PARTY HERETO. THE EVEREST GROUP TERMS OF PURCHASE ARE AN INTEGRAL ELEMENT OF THE AGREEMENT BETWEEN EVEREST GROUP AND SUPPLIER.

Everest Group's authorized representatives are listed and available at <https://www.everestgrp.com/general-authority-matrix>, and such is hereby incorporated by reference as if fully reproduced herein. Everest Group and Supplier may be referred to individually as a "Party", or collectively as the "Parties".

1. DEFINITIONS

a. **Confidential Information:** is (i) any non-public and not generally known to the industry information or documentation of Disclosing Party, its Affiliates, or of a third party who has entrusted such to Disclosing Party or its Affiliates in confidence, that is (ii) disclosed, obtained, or accessed in connection with the Order (whether in written, oral, electronic, tangible or intangible, or any other, form, and whether marked confidential or not). Confidential Information, includes, without limitation, information or documentation related to tax information, financial information, sales information, marketing information, operational information, product information, security information, legal information, customer information, vendor information, contractor information, supplier information, strategies, negotiations, potential negotiations, transactions, potential transactions, software products, computer programs, pricing, costs, margins, business plans, sensitive business information that could be used to gain a competitive advantage, and any such other information or documentation that due to the circumstances of disclosure or the nature of the information or documentation would reasonably be considered confidential or proprietary.

- b. **Disclosing Party:** Party hereto (including through its Representatives) disclosing information or documentation hereunder.
- c. **Receiving Party:** Party hereto receiving information or documentation hereunder.
- d. **Affiliate(s):** An entity controlled by, under common control with, or controlling, directly or indirectly, including through one or more intermediaries, another entity. "Control" means owning 50% or more of the voting securities or has the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership or by contract.
- e. **Representatives:** any employee, partner, contractor, agent, attorney, Affiliate, Affiliate employee, director, officer, or advisor.
- f. **Intellectual Property and Materials:** Any and all forms, documents, reports, frameworks, structures, methods, processes, techniques, know-how, code, computer software including source code and object code, information, data, information sets, data sets, databases, notes, art, graphics, designs, ideas, creations, developments, works of authorship, business plans, inventions, discoveries, improvements, modifications, specifications, products, and any other similar intellectual property or material that may exist.
- g. **Deliverable:** the product, good, or service delivered by Supplier in relation to an Order.
- h. **Supplier:** the entity or entities, or individual or persons, selling Everest Group a product, good, or service as stated in the Order.
- i. **Order:** Supplier's sale or agreement to sell certain products, goods, or services. "Order" may be used interchangeably with "Statement of Work" or "SOW".
- j. **Everest Group:** Everest Group consists of Everest Global, Inc. (Everest US), Everest Outsourcing Canada Co. (Everest Canada), Everest Group Consulting Limited (Everest UK), and Everest Business Advisory India Private Limited (Everest India). The applicable contracting Everest Group entity/entities is the entity or entities stated in the Order.
- k. **Personal Data:** see the definition in the Supplier Data Protection Addendum, available at www.everestgrp.com/buy-side-DPA. Personal Data is Confidential Information.

2. ENGAGEMENT

Subject to the Everest Group Terms of Purchase and the Order, Everest Group is engaging Supplier as an independent contractor or vendor to perform on a non-exclusive basis, and Supplier hereby agrees to perform and/or deliver the Deliverable in accordance with the Order, and such other activities as may reasonably be requested by Everest Group.

3. PRICE; INVOICING; PAYMENT

- a. The price for performance and the Deliverables as stated in the Order is the complete and final price. There will be no attempts made for additional charges of any kind. The price for performance and Deliverables, include, without limitation, all activities required to perform and deliver the Deliverables.
- b. Everest Group will not be responsible for any taxes related to the Order, except for sales and/or consumption taxes that are specifically stated in the Order as a separate line item and in the related invoice. If these taxes are not listed on the Order and the invoice, then Supplier will bear responsibility for those taxes.
- c. Unless otherwise specified by Everest Group, Supplier will invoice Everest Group for performance and the Deliverables provided only after performance is complete and the Deliverables are received by Everest Group. Final payment will not be made until performance and the Deliverables meet the requirements as specified in the Order. Unless otherwise specified by Everest Group on the applicable Order, payment terms shall be net ninety (90) days after Everest Group's receipt of a proper invoice submitted in accordance with Everest Group instruction. In any event, Supplier must submit a proper invoice within six (6) months of completing performance and providing the Deliverable. Everest Group may set off any amount owing from Supplier to Everest Group or any Everest Group entity against any amount payable by Everest Group. Everest Group may withhold payment of any invoiced amounts that it disputes in good faith and Parties will work in good faith to resolve any such billing disputes. Such withholding of payment during any dispute will not be the basis for the claim of an Everest Group breach hereunder. Additionally, any such billing disputes will not be cause for Supplier's nonperformance and/or non-delivery. Payment by Everest Group will not result in a waiver of any rights or constitute acceptance of performance or a Deliverable.

4. DELIVERY; CANCELLATION; INSPECTION; ACCEPTANCE

- a. Supplier is responsible, as applicable, for packaging, loading, shipping, and otherwise delivering the Deliverable in accordance with any specifications, methods, and requirements as set forth by Everest Group. If no such specifications, methods, or requirements are so specified, Supplier is responsible for ensuring delivery of the Deliverable in a manner which is sufficient to ensure use for the intended purpose and prevent damage and loss to the Deliverable. Unless otherwise specifically provided for in the Order, as applicable, Supplier is responsible for freight and delivery to the destination specified on the applicable Order Form. In the event Everest Group agrees to pay for freight and delivery, the amount for such must be stated separately and conspicuously on the Order and any related invoice. Under no circumstances will Supplier include in such charges, or will Everest Group bear, additional or charges including, but not limited to, fuel surcharges, energy surcharges, or seasonal surcharges, whether originated by Supplier or on behalf of any third party. Time is of the essence for performance and the Deliverables and Supplier will strictly comply with the timelines, delivery date, or delivery schedule, if any, specified by Everest Group. If at any time it appears that Supplier will not meet such timelines, delivery dates or schedules, Supplier will promptly notify Everest Group in writing of reasons for, and the estimated duration of, the delay. If requested by Everest Group, Supplier will expedite and/or take other actions as necessary to avoid or minimize delay to the maximum extent possible, and any added cost is Supplier's responsibility.
- b. Supplier bears all risks of loss and damage to the Deliverable until acceptance by Everest Group. Supplier bears the same risks with respect to any Deliverable (i) rejected by Everest Group or (2) as to which Everest Group has revoked its acceptance, in each case, from the time of such rejection or revocation. All performance and Deliverables will be subject to final review, inspection, and acceptance by Everest Group, notwithstanding any payment or initial inspections. Acceptance does not mean waiver of any remedy, nor does it equate to a declaration as to fit or usability. Acceptance, in this context, means performance and/or the Deliverable appears to be compliant and fit for its intended purpose. In the event of a rejection or revocation of acceptance, Everest Group shall give Supplier written notification of the deficiency or non-conformance and direction to Supplier to promptly (and in any event within thirty (30) days): (i) repair, replace, or re-perform the deficiencies or non-conformances, (ii) cease all Supplier activities in relation thereto, and/or (iii) refund to Everest Group all fees paid by Everest Group under the Order and anything that is dependent on such. This is not an exclusive remedy, and all other remedies in contract or at law, equity, or otherwise remain available to Everest Group.
- c. In addition to its other remedies, Everest Group reserves the right to immediately cancel all or any part of an Order for late delivery or breach of terms by Supplier.
- d. Supplier acknowledges and agrees that Everest Group may provide Supplier with a written request for changes to the Order. Everest Group and Supplier will review all such requests to determine the effect and any equitable adjustment in pricing, if any. Parties may agree to such changes in writing.

5. CONFIDENTIAL INFORMATION

- a. Provided such is demonstrated through reliable documentation, the obligations of confidentiality will not apply if the information or documentation is:
- i. already publicly known or becomes publicly known due in no part to the Supplier's fault;
 - ii. obtained by Supplier from a third party without Supplier having any obligation to keep said information or documentation confidential, provided, the third party had the legal right to make such a disclosure;
 - iii. already known to Supplier prior to this agreement or contemplation thereof and without any obligations of confidentiality; or
 - iv. independently developed by Supplier without using any of the Confidential Information.
- b. If Supplier is required to disclose Confidential Information due to any court order, government agency demand, subpoena, or any other similar legal requirement, Supplier will, to the extent legally permissible, provide Everest Group with prompt written notice so that Everest Group may seek a protective order or other confidentiality protection. Supplier will cooperate with related requests from Everest Group. Furthermore, Supplier will only produce the minimum of what is required by law in the discretion of its legal counsel.
- c. Supplier will treat Confidential Information in strict confidence and protect Confidential Information from unauthorized use or disclosure using the same degree of care it uses to protect its own confidential and/or proprietary information, but in any event will use at least a reasonable degree of care to protect Confidential Information. Supplier will use at least reasonable and industry standard administrative, physical, and security measures. Supplier may only disclose Confidential Information to its Representatives who have a need-to-know for the execution of the Order. Supplier is responsible for any breach of confidentiality committed by its

Representatives. Supplier will ensure its Representatives enter into agreements with confidentiality restrictions at least as restrictive as the obligations hereunder.

d. Upon the request of Everest Group or at the expiration or termination of this agreement, Supplier will return (or certify destruction) all Confidential Information and any copies thereof.

e. Regardless of termination or expiration, all Confidential Information will remain confidential for a period of ten (10) years from the date of disclosure, except for trade secrets, which will remain confidential for so long as they are trade secrets.

6. DATA PRIVACY

Supplier agrees to and will comply with the Supplier Data Protection Addendum (the "DPA"), available at www.everestgrp.com/buy-side-DPA. The DPA is hereby incorporated by reference as if fully reproduced herein. Supplier will comply with all applicable data protection laws and regulations.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Supplier represents, warrants, and covenants the following:

a. all performance and Deliverables will (i) be free and clear of any security interest, lien, claims, or other encumbrance; (ii) be fit for the purpose intended; (iii) be free from defects in design, workmanship, and materials; (iv) be of the kind, quantity, and quality described in, and conform with, the requirements as specified by Everest Group; (v) reflect the highest standards of professional knowledge and judgment; (vi) be designed and constructed to be safe and without risk to human health; (vii) (if related to software) be the most current release generally available to third parties at the time of delivery; (viii) comply with all other requirements of Everest Group; and (ix) (if related to software) not contain any (1) "back door", "time bomb", "drop dead" or other software routine designed to disable the software automatically with the passage of time or under the positive control of any person or (2) virus, "Trojan horse," "worm" or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm the software, hardware or data, or to perform any other similar actions;

b. Supplier has the capability, experience, and resources to perform and provide the Deliverable;

c. Supplier has all rights and authority necessary to perform to the standards and obligations hereunder;

d. Supplier's actions or omissions hereunder will not (i) breach any contract, (ii) infringe upon the intellectual property rights of any third party, or (iii) misappropriate the intellectual property of any third party;

e. Supplier will fully comply with all applicable international, national, state, provincial, and local laws, rules, orders, and regulations;

f. Supplier is responsible for all acts and omissions of any of its contractors or subcontractors as if Supplier was the contractor or subcontractor.;

g. Supplier has and will continue to ensure that none of (i) its owners, (ii) its contractors, subcontractors, or delegates, and (iii) the individuals or entities that own intellectual property used by Supplier, are identified on the Specially Designated Nationals and Blocked Persons List, Consolidated Sanctions List, or other similar list maintained by OFAC, or is otherwise a person or entity with whom a citizen or entity of the United States is prohibited from engaging in this or any transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order;

h. Supplier has not and will not directly or indirectly offer or pay, or authorize such offer or payment of, any money or anything of value in an effort to influence any government official (as defined under applicable law) or any other person in order for Everest Group or Supplier to improperly obtain or retain business, or to gain an improper business advantage;

i. The execution, delivery, and performance hereunder by Supplier does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound. Supplier is not currently a party to, and will not enter into, any agreements, oral or written, that are inconsistent with its obligations hereunder;

j. Supplier is validly existing and in good standing under the laws of the jurisdiction of its organization and anywhere else it does business, and Supplier has the power and authority to enter into this agreement;

k. There is no action, suit or proceeding, at law or in equity, before or by any court, arbitration, or governmental authority, pending or, to the best of Supplier's knowledge, threatened against Supplier, wherein an unfavorable decision, ruling, or filing would materially adversely impact the performance by Supplier of its

obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely impact the enforceability of the rights and obligations hereunder. Should such change, Supplier will immediately notify Everest Group in writing.

1. Supplier acknowledges that Everest Group may work with other suppliers, vendors, contractors, etc. from time to time and such work may relate to Supplier's Deliverable(s) or performance. Supplier will cooperate with Everest Group, and any other party Everest Group names, from time to time in relation thereto.

8. INTELLECTUAL PROPERTY

a. Intellectual Property and Materials, and Deliverables, created, made, developed, discovered, derived, improved, modified, provided, and/or delivered in connection with the Order (the "Works") will be owned exclusively by Everest Group. Supplier agrees to and does hereby irrevocably transfer and assign to Everest Group all rights, title, and interests in and to all such Works. Furthermore, to the extent lawfully permitted under U.S. copyright law, all Works constitute "works made for hire".

b. Supplier irrevocably and forever waives, and agrees to never assert, (i) any applicable moral rights (including, without limitation, rights to claim authorship, prevent modification, withdrawal publication or distribution, or any other such right existing now or in the future) which have or may in the future accrue and (ii) any other residual rights and benefits which may now or in the future exist or come into existence. Supplier agrees that it is receiving equitable compensation under the Order in exchange.

c. Supplier will immediately notify Everest Group of any Works and ensure Everest Group is provided the Works immediately. Supplier will not keep any copies of the Works after performance is complete, and the Works will be Everest Group Confidential Information.

d. Supplier, prior to performance, will execute appropriate agreements (e.g., without limitation, confidentiality and assignment agreements with employees) to ensure it complies with these provisions.

e. Notwithstanding the foregoing, Supplier will retain its intellectual property which existed prior to this agreement or is independent to this agreement ("Supplier IP"). To the extent Supplier IP is provided along with, embedded, or incorporated in the Works, Supplier hereby grants to Everest Group a non-exclusive, transferable, sublicensable, irrevocable, perpetual, universal and worldwide, fully paid-up, royalty-free license to use such as if Everest Group owned all rights, title, and interests in such Supplier IP. For the avoidance of doubt, any and all derivatives and exploitations of such by Everest Group, its sublicensees, or its transferees, including any money made, is solely Everest Group's property and for Everest Group's benefit, or its sublicensee's or transferee's, as the case may be.

f. In the event of any claims of misappropriation or infringement of intellectual property or intellectual property rights in connection with performance hereunder, Supplier will, in Everest Group's discretion, (i) remove and replace the alleged misappropriated or infringing materials and procure substantially similar materials, fit for the particular purpose, to substitute for the alleged misappropriating or infringing materials and such will not be subject to any claims of misappropriation or infringement, (ii) re-perform or modify such that there will not be any claims of misappropriation or infringement, or (iii) remove the alleged misappropriated or infringing materials, refund Everest Group in full, and reimburse Everest Group for all damages and costs related to obtaining non-misappropriating and non-infringing materials. This is not an exclusive remedy, and all other remedies in contract or at law, equity, or otherwise remain available.

g. Supplier will acknowledge, execute, deliver, do, or cause to be done any and all things requested by Everest Group to ensure Supplier receives and/or realizes the benefit it has bargained for hereunder or otherwise fulfill the intent hereunder, including, without limitation, completing or executing any documentation, affidavit, assignment, declaration, or oath.

9. INDEMNIFICATION

a. Supplier will defend, indemnify, and hold harmless Everest Group and its Affiliates, and the directors, officers, employees, agents, representatives, successors, and assigns of Everest Group and its Affiliates (each an "Indemnified Party"), whether acting in the course of their employment or otherwise, from and against any and all loss, cost, expense, damage, claim, demand, action, proceeding, suit, or liability (including reasonable attorney and professional fees and costs) related to Supplier's negligence, willful misconduct, or breach of contract, warranty, representation, or covenant.

b. Notice or lack thereof will not impact the duty to defend or the recovery of litigation expenses incurred before an indemnification tender. An Indemnified Party will have the right to participate in the selection of counsel, and Supplier will not enter into any settlement agreement that contains any admission of liability on the part of an Indemnified Party. Furthermore, Supplier will keep the Indemnified Party fully informed concerning the status of any litigation, negotiations, or settlements. Each Indemnified Party will also be entitled, at its own expense, to participate in any such litigation, negotiations, and settlements with counsel of its own choosing. This section will not be construed to limit or exclude any other claims or remedies at law or in equity that an Indemnified Party may assert.

10. INSURANCE

a. Supplier will obtain and keep reasonable insurance to cover risks associated with performing and delivering under the Order. The insurance must be from carriers that have a minimum rating of A.M. Best's A-, financial size category VII.

b. The minimum limits (expressed in USD) and types of insurance coverage include:

- (i) Comprehensive General Liability: \$1,000,000 each occurrence and \$2,000,000 general aggregate;
- (ii) Comprehensive Automobile Liability (including, without limitation, coverage for bodily injury and property damages for all vehicles used in connection with performance and delivery): \$1,000,000 combined single limit;
- (iii) Professional liability/Errors and Omissions (including, without limitation, coverage for third party proprietary rights infringement e.g. copyright, trademark, etc., wrongful disclosure of confidential information, business interruption for Everest Group or any third party, and any acts, omissions, or errors by Supplier in performance hereunder): \$5,000,000 per claim and aggregate;
- (iv) Privacy and Cybersecurity liability (including, without limitation, coverage for costs arising from data destruction, hacking or intentional breaches, crisis management activity, data breaches, unauthorized access, denial of service attacks, breach of privacy, and/or the failure to protect from disclosure personally identifiable information, payment card information, or health information, identity theft monitoring, disclosure of any third party's proprietary information including, without limitation, trade secrets, and, liability for interruption of Everest Group's or any third party's business including, without limitation, claims for loss of use and loss of profits, and legal claims for security breach, privacy violations, and notification costs): \$5,000,000 per claim and aggregate;
- (v) Statutory Workers' Compensation and/or Employer's Liability as required by state or country law.

c. Supplier will deliver to Everest Group proof of the insurance coverages and additional insurance endorsements on request. Supplier will promptly buy additional coverage as requested by Everest Group. Supplier will name Everest Group, its Affiliates, and the respective directors, officers, and employees as additional insureds. For each policy, the retroactive coverage date will be no later than the effective date of the applicable Order and Supplier will maintain active policy coverage or an extended reporting period providing coverage for claims first made and reported to the insurer within 36 months after the Order terminates or expires. Supplier hereby waives all rights of recovery from Everest Group or its Affiliates with respect to any claims, liabilities, loss, damages, and costs, which are covered by the insurance required hereunder. Additionally, Supplier's insurance provider(s) must waive all rights of subrogation with respect to any claims, liabilities, loss, damages, and costs, which are covered by the required insurance hereunder and that the insurance required hereunder will be primary insurance to any other insurance available to Everest Group and its Affiliates and that any insurance of Everest Group or its Affiliates will be excess to and not contribute with Supplier's insurance. Insurance required hereunder will not exclude the actions of any subcontractor that Supplier may utilize under this agreement. Without the explicit written consent of Everest Group, Supplier's deductible per occurrence will not exceed USD \$100,000. The amount of minimum coverage required hereunder will not limit Supplier's obligations; for the avoidance of doubt, such is not an exclusive remedy, and all other remedies in contract or at law, equity, or otherwise remain available. Any and all deductibles for insurance policies will be assumed by, for the account of, and at Supplier's sole risk. Notice of any policy cancellation or material change must be given to Everest Group promptly.

11. LIMITATION OF LIABILITIES

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVEREST GROUP BE LIABLE TO SUPPLIER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE BUSINESS BETWEEN THE PARTIES, REGARDLESS OF CAUSE, EVEN IF A PARTY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EVEREST GROUP'S LIABILITY TO SUPPLIER EXCEED THE AMOUNTS PAID BY EVEREST GROUP UNDER THE ORDER AT ISSUE.

12. TERM AND TERMINATION

- a. The term will be as dictated by the Order. If the Order does not dictate the term, then the term will last the duration of time necessary to complete performance and provide the Deliverable.
- b. Everest Group may terminate this agreement, in whole or in part, in its sole discretion: (i) upon fifteen (15) days prior written notice to Supplier for any reason; (ii) immediately upon written notice to Supplier if Everest Group believes Supplier breached the agreement; or (iii) immediately upon written notice to Supplier if Supplier becomes insolvent or otherwise makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. Upon receiving notice, Supplier will cease performance as soon as commercially practicable, unless directed otherwise by Everest Group in writing.
- c. Upon termination or expiration of this agreement: (i) Supplier will promptly provide all Deliverables and Works to Everest Group, if not done already, and whether complete, in progress, or otherwise; (ii) Supplier will invoice Everest Group for all outstanding fees for services satisfactorily delivered through and including the date of any such termination or expiration; and (iii) Supplier will comply with its obligations hereunder.
- d. All rights, interests, and obligations which by their nature should survive beyond the term or expiration will survive the termination or expiration of the agreement and will remain in full force and effect. For the avoidance of doubt, and without limitation, this includes Sections 5-11 and 14.

13. AUDIT AND QUESTIONNAIRES

- a. Supplier will provide (and will cause each contractor or subcontractor to provide) to Everest Group or its representatives, including its external auditors and to any governmental authority, access at all reasonable times and after reasonable notice (except in the case of an audit by a governmental authority) to any facility of Supplier (and each Supplier contractor or subcontractor), Supplier personnel, and to data and records, in each case relating to the Deliverable and Supplier's performance, for the purposes of:
 - (i) performing audits and inspections to verify the integrity and security of data and information and to examine the systems that process, store, support and transmit data and information;
 - (ii) observing Supplier's performance of its obligations under this agreement; and
 - (iii) enabling Everest Group to comply with all applicable laws.
- b. Supplier will cooperate with Everest Group's representatives for these purposes, and will promptly correct, at no expense to Everest Group, any deficiencies noted during the audits/inspections. Supplier agrees to maintain its books and records relating to performance and the Deliverables for a period of seven (7) years from the date of completion or such longer period as may be required by applicable law.
- c. Supplier acknowledges and agrees that Everest Group will have the right to request that Supplier complete any forms, questionnaires, or the like (or any successor process), and that Supplier will cooperate with such request and in the remediation of any identified weaknesses that reasonably may impact the privacy, confidentiality, security or integrity of Confidential Information.
- d. Parties agree to bear their own costs and expenses in performance hereof, except as otherwise stated in this agreement.

14. MISCELLANEOUS

- a. Supplier will not use Everest Group's name, trademarks, or logo without its explicit written consent. This includes, without limitation, Supplier will not issue any press release or other publicity materials or make any

presentation with respect to the existence of this agreement or that Everest Group is a customer. This restriction will not, however, apply to the extent that any such disclosures are required by applicable law, provided, Everest Group is provided prompt notice and an explanation prior to the disclosure, to extent such is permitted by law.

b. If applicable, the UN Convention for the International Sale of Goods is hereby waived and does not apply. The agreement will be governed and construed in accordance with the laws as outlined below in this Section 14(b), without regard to conflict of laws principles. The exclusive jurisdiction and forum for all claims and lawsuits, including all extra-contractual claims (for example, common law (such as a tort), statutory, or equitable claims), is the jurisdiction and forum as outlined below in this Section 14(b).

If the Everest Group contracting entity is:	Then the Governing Law is:	And the exclusive jurisdiction and forum is (including their appeals courts):
(i) Everest Global, Inc. or (ii) a combination of Everest Group entities	State of Texas and the federal laws of the United States	Dallas County, Texas
Everest Business Advisory India Private Limited	India	Delhi, India
Everest Group Consulting Limited	England and Wales	England and Wales
Everest Outsourcing Canada Co.	Canada	Toronto, ON, Canada

Each party hereby waives any objection it may have, now or in the future, to jurisdiction or venue, including, without limitation, *forum non conveniens*, and parties hereby consent to the personal jurisdiction and forum selection of said courts.

c. Everest Group is engaging Supplier only for the purposes and to the extent set forth in this agreement and, accordingly, this agreement and the actions hereunder will not create or constitute a teaming agreement, partnership, or joint venture, and Supplier is not an agent, employee, or representative of Everest Group. Supplier is and will remain an independent contractor/vendor. Neither Everest Group nor Supplier will have any right or authority to make or undertake any promise, warranty, or representation, to execute any contract, or otherwise assume any obligation or responsibility in the name of or on behalf of the other party. Neither Everest Group nor Supplier will be deemed a joint employer of the other's employees.

e. Supplier will not assign or delegate any rights or obligations without the explicit written consent of Everest Group, including, without limitation, Supplier may not utilize a contractor or subcontractor without the express written consent of Everest Group. All non-compliant assignments and delegations are null and void.

f. Supplier has entered into agreements, or will enter into such agreements, as the case may be, with all its employees, contractors, subcontractors, experts, and others, with materially similar obligations at least as restrictive herein to ensure Everest Group receives the benefit of what it has bargained for hereunder and that the intent of these provisions are accomplished.

g. Neither party will be liable for any failure to perform or any delays in performance, and no party will be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as such failure or delay is due to causes outside of their reasonable control such as acts of God, natural disasters, flood, severe storm, earthquake, civil disturbance, lockout, riot, pandemic, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes (each a "Force Majeure Event"). In the event of a Force Majeure Event, the Party prevented from or delayed in performing will promptly give notice to the other Party and will use commercially reasonable efforts to avoid or minimize the delay. The Party impacted by the other Party's delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this agreement.

h. If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this agreement to be unenforceable in a final non-appealable order, such unenforceable provision will be stricken, and the remainder of this agreement will not be impacted thereby. In such an event, the Parties will in good faith attempt to replace any unenforceable provision of this agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

i. No waiver of any right, interest, or obligation can occur except in writing from an authorized representative of Everest Group.

j. Everest Group may require Supplier or Supplier personnel to undergo background checks to Everest Group's specifications, and at Supplier's cost. Supplier will provide, or ensure Everest Group is provided, all completed forms, information, and documentation necessary to execute a sufficient and lawful background check.

k. Supplier and its personnel will comply with Everest Group's Supplier Code of Conduct, available at, www.everestgrp.com/supplier-code-of-conduct, as updated from time to time. Such is hereby incorporated by reference as if fully reproduced herein.

l. Supplier will have a written Business Continuity Plan ("BCP") and business continuity management system that (1) ensures sufficient performance and delivery to Everest Group in the event of a business interruption, including any disruption resulting from a Force Majeure Event; (2) identifies and protects critical dependencies; (3) complies with laws; and (4) is consistent with current business continuity standards (e.g., ISO22301). Supplier will immediately notify Everest Group in the event of a potential disruption to critical dependencies.

m. Everest Group will have the right to review and approve the qualifications of all Supplier personnel assigned to perform under this agreement. Everest Group will also have the right to designate at any time that any such Supplier personnel will be removed and replaced with respect to the performance of any activities associated with this agreement.

n. Parties agree that these terms are written and executed in English, and all communications under or in connection with these terms will be in English. Any translation into any other language will not be the official version, and in the event of any conflict between the English version and the translated version, the English version will govern and control.

o. The Everest Group Terms of Purchase (and the documents it incorporates) and the Order constitutes the entire agreement between the parties with respect to the related subject matter herein and it supersedes, cancels, and terminates all prior oral or written agreements, understandings, arrangements, negotiations, communications and/or representations between them with respect to the subject matter herein. In the event of a conflict or inconsistency, the order of precedence will be the (1) DPA, (2) Everest Group Terms of Purchase, (3) Supplier Code of Conduct, and (4) Order.

p. The effective date will be as stated in the Order. If not stated therein, the effective date will be the date of last signature on the Order or, if the Order is an unsigned purchase order, the date of the purchase order.

q. Parties acknowledge that this agreement was fully negotiated between them with the opportunity to confer with counsel; accordingly, no provision hereunder will be interpreted against any Party because it or its legal representatives drafted such provision.

r. The rights and remedies of Everest Group hereunder are cumulative and the use of any right or remedy will not preclude or waive Everest Group's right to use all or any other rights or remedies.

s. The agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same document. Signatures by hand or electronic signatures constitute the explicit and valid acceptance thereof (for electronic signatures, for example, through DocuSign, PandaDoc, AdobeSign, etc.). Facsimile, digitally scanned, or other similar copies of signatures will be valid and binding as originals. Delivery of an executed copy by facsimile, email, or other reliable electronic means is as effective for all purposes as a physical delivery of an original.

CONTRACTOR ORDER ADDENDUM

If Supplier is signing a Contractor Order, then the following provisions apply:

1. If Supplier is an individual, or a single employee business, then Section 10(b) is deleted and replaced with the following:

The minimum limits (expressed in USD) and types of insurance coverage include:

- (i) Professional liability/Errors and Omissions (including, without limitation, coverage for third party proprietary rights infringement e.g. copyright, trademark, etc., wrongful disclosure of confidential information, business interruption for Everest Group or any third party, and any acts, omissions, or errors by Supplier in performance hereunder): \$1,000,000 per claim and aggregate
- (ii) Statutory Workers' Compensation and/or Employer's Liability as required by state or country law.

2. Contractors of Everest Group will timely complete required training as prescribed by Everest Group, and will review and comply with Everest Group policies, as applicable and as updated from time to time, present on the Everest Group intranet, "MyHub", Legal page.

3. If Supplier is a company that provides contractors, then Everest Group may terminate a contractor's engagement with Everest Group at any time on notice and, upon request, Supplier will promptly provide alternative contractors.

ORDER FOR RECRUITMENT SERVICES (PLACEMENT FEE BASED) ADDENDUM

If Supplier is signing an Order for Recruitment Services (Placement Fee Based), then the following provisions apply:

Supplier agrees and covenants, during the term of this agreement and for a period of two (2) years thereafter, that it will not solicit, recruit, or induce (i) any Everest Group (or Affiliate) employee or independent contractor to become an employee or independent contractor of Supplier or of another party (ii) any Everest Group (or Affiliate) employee to terminate employment with Everest Group (or its Affiliate, as the case may be) or (iii) any Everest Group (or Affiliate) independent contractor to terminate an agreement with or reduce the scope of an agreement with Everest Group (or its Affiliate, as the case may be).