



## EVEREST GROUP'S EVENT SPONSORSHIP TERMS

Parties hereby agree as follows:

This document is Everest Group's Event Sponsorship Terms (the "Terms").

AN AGREEMENT ON THESE TERMS IS FORMED BY AND BETWEEN EVEREST GROUP AND SPONSOR UPON (1) EVEREST GROUP'S AND SPONSOR'S HANDWRITTEN OR ELECTRONIC SIGNATURE ON AN ORDER (2) SPONSOR'S CLICK-BOX OR CLICK-WRAP ACCEPTANCE OF THESE TERMS (3) SPONSOR CONSENT TO OR ACKNOWLEDGEMENT OF EVEREST GROUP PERFORMANCE, OR (4) ANY OTHER ASSENT OR AGREEMENT OF SPONSOR, WHICHEVER OCCURS FIRST.

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

NO OTHER DOCUMENT PROVIDED BY SPONSOR OR OFFER TO PURCHASE MADE BY SPONSOR, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER, CONFIRMATION, ACKNOWLEDGEMENT, BROWSE-WRAP, CLICK-WRAP, CLICK-BOX ACCEPTANCE, END-USER LICENSE, OR ANY OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED BY SPONSOR, OR WITH ANY SPONSOR MATERIALS OR OFFER, WILL LEGALLY BIND EVEREST GROUP OR BECOME A PART OF THE AGREEMENT BETWEEN EVEREST GROUP AND SPONSOR. ANY TERMS ADDITIONAL OR DIFFERENT TO THESE TERMS ARE HEREBY EXPRESSLY REJECTED AND NOT ACCEPTED BY EVEREST GROUP. EVEREST GROUP'S ACCEPTANCE OF ANY OFFER TO PURCHASE BY SPONSOR IS EXPRESSLY CONDITIONED UPON SPONSOR'S ASSENT TO THESE TERMS AND EXPRESSLY LIMITED TO THESE TERMS. THESE TERMS MAY ONLY BE AMENDED OR MODIFIED AFTER NEGOTIATION AND A WRITTEN AGREEMENT IS SIGNED BY THE AUTHORIZED REPRESENTATIVES OF EACH PARTY HERETO. THESE TERMS ARE AN INTEGRAL ELEMENT OF THE AGREEMENT BETWEEN EVEREST GROUP AND SPONSOR.

Everest Group's authorized representatives are listed and available at <https://www.everestgrp.com/sell-side-authority-matrix>, and such is hereby incorporated by reference as if fully reproduced herein.

Everest Group and Sponsor 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 disclosed such to Disclosing Party or its Affiliates in confidence, that is (ii) disclosed, obtained, or accessed directly 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, 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 (including through its Representatives) 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 to direct the management and policies of an entity, whether through ownership or by contract.
- e. **Representatives:** any employee, contractor, agent, attorney, Affiliate, Affiliate employee, director, officer, or advisor.
- f. **Sponsor:** the entity or entities (including, without limitation, any legal entity, company, corporation, partnership, joint venture, government, non-profit organization, individual, etc.) sponsoring an Everest Group event as stated in the Order. "Sponsor" may sometimes be referred to as "Customer".
- g. **Order:** Sponsor's purchase or agreement to purchase sponsorship.

- h. Products and/or Services: anything offered by an Everest Group entity or entities, including, without limitation, events, membership, analyst inquiry, report/white paper/viewpoint, renewable product or service, strategy workshop, article, custom research, data cut, sponsored material, presentation, advisory services, event sponsorship, or other research materials or services. “Products and Services” and “Products and/or Services” may be used interchangeably and have the same meaning hereunder
- i. 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.

## **2. Performance**

- a. No Order will create a joint venture, partnership, teaming agreement, or anything similar. Everest Group acts as an independent contractor or vendor only.
- b. Any entity in the Everest Group may be engaged by the contracting Everest Group entity/entities in performance of an Order.
- c. Sponsor may only seek remedy from the applicable contracting Everest Group entity/entities.
- d. Use of contractors and subcontractors by Everest Group may occur.

## **3. Order Changes**

- a. Parties may request a change to the Order by providing a written request. A change will not take effect until and unless accepted in writing and signed by authorized representatives. In any event, each party will in good faith discuss and negotiate the Order change request, including any equitable adjustment in price.

## **4. Payment**

- a. Unless expressly stated differently in the Order, payment is due 60 days from the date of last signature on the Order; however, if the event at hand is to occur less than 60 days from the date of last signature on the Order, then payment is due on signature of the Order.
- b. All prices or fees are gross amounts and exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax (the “Tax”). Sponsor will pay the applicable Tax arising from the purchase.

## **5. Representations and Warranties**

- a. Sponsor represents and warrants that:
  - i. Sponsor will not remove or alter any notice, trademark, copyright, or disclaimer from any Products and/or Services.
  - ii. In relation to this agreement, Sponsor’s (or its Representatives) conduct, action, or inaction will not (A) breach any contract, (B) misappropriate any intellectual property, (C) infringe upon the intellectual property rights of any entity, or (D) violate any law, rule, regulation, order, or the like.
  - iii. Sponsor will immediately notify Everest Group in writing of any breach or threatened breach of this agreement.

## **6. Sponsor Materials**

- a. Sponsor may provide materials (for example, without limitation, reports, documents, presentations, etc.) for the event and/or to event attendees, provided, Everest Group reviews and approves the materials beforehand. Sponsor must submit such materials to Everest Group by the dates and methods provided to Sponsor during the onboarding process. Any materials provided by Sponsor will be used by Everest Group in the fulfillment of the event (on-site presentations, post-event access to materials for attendees, etc.) and Sponsor hereby grants Everest Group an irrevocable, perpetual, worldwide, fully paid-up license to use these materials in relation to the event, including, without limitation, the right to share and display these materials with event attendees.
- b. Everest Group may use Sponsor’s name and logo in relation to the event and marketing the event. Sponsor may request that Everest Group use a specific logo or provide style guidelines.

## **7. Confidentiality**

- a. Receiving Party will keep Confidential Information in strict confidence. Receiving Party will 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 and industry standard physical, technical, and administrative measures to protect Confidential Information.

- b. Receiving Party and/or its Representatives may use Confidential Information in relation to the performance of the Order and Receiving Party may disclose Confidential Information to its Representatives who have a need-to-know for performance of the Order. Receiving Party is responsible for any breach of confidentiality committed by its Representatives. Receiving Party will ensure its Representatives enter into confidentiality agreements with obligations at least as restrictive as the obligations hereunder.
- c. Receiving Party acknowledges that the wrongful disclosure or use of Confidential Information may result in irreparable harm that cannot be calculated or fully compensated by monetary damages. Therefore, the Disclosing Party will, in addition to any other relief, be entitled to seek injunctive relief for any violation of this agreement without having to establish the inadequacy of any other remedy available to it and without the requirement to post or pay any bond.
- d. 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 Receiving Party's fault;
  - ii. obtained by Receiving Party from a third party without Receiving Party 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 Receiving Party before disclosure hereunder or anticipation thereof, and without any obligations of confidentiality;
  - iv. independently developed by Receiving Party without using any of the Confidential Information;
  - v. the Parties agree in writing such is not Confidential Information; or
  - vi. disclosed at the event to event attendees in the discretion of Everest Group.
- e. If Receiving Party is required to disclose Confidential Information due to any court order, government agency demand, subpoena, deposition, interrogatory, or any other similar legal requirement, Receiving Party will, to the extent it is legally permissible, provide Disclosing Party with prompt written notice so that Disclosing Party may seek a protective order or other confidentiality protection. Receiving Party will cooperate with related reasonable requests from Disclosing Party.
- f. Confidential Information will remain confidential for a period of 5 years from the date of disclosure except if it is a trade secret, in which case it will remain confidential for so long as it is a trade secret.

## 8. **Data Protection**

Each party will comply with the Data Protection Addendum (the "DPA") at the end of these Terms.

## 9. **Terms of Use; Everest Group Property; and Feedback**

- a. Anyone who has Access (as defined in the Terms of Use) are subject to and agrees to abide by the Everest Group's Terms of Use, available at [www.everestgrp.com/terms-of-use](http://www.everestgrp.com/terms-of-use).
- b. Everest Group property is protected by U.S. and international law and conventions, including without limitation and as applicable, copyright and trademark law. For example, the Everest Group name and logo is trademarked. In addition to Everest Group®, Peak Matrix® and Pinnacle Model® are also trademarked. This is not an exclusive list of all Everest Group trademarks and this provision may be updated from time to time.
- c. Sponsor may choose to provide Everest Group with feedback or input, whether solicited by Everest Group or not. Feedback or input may include opinion, facts, needs, comments, suggestions, concepts, changes, improvements or modifications, creations, enhancements, or ideas (collectively, the "Feedback"). Feedback is Everest Group confidential information and Everest Group owns all rights, title, and interests in and to Feedback.

## 10. **Event Rules and Indemnification**

- a. Everest Group may, in its sole discretion, limit or deny access to any entity or individual at the event, including, without limitation, for safety or nonpayment. Attendees must be at least 21 years old to attend or participate.
- b. Sponsor and its Representatives may not share badges or credentials with anyone other than to those Everest Group explicitly provides the badges and credentials. All must always wear their badge or credentials during the event.
- c. Certain areas may be limited or restricted, even if an individual has a badge or credentials.
- d. Everest Group prohibits the use of cameras, recording devices, and streaming, including the use of screen recordings or screenshots during events. However, Everest Group may hire providers to document or showcase the event through photo/visual/audio recording devices. Notwithstanding, if specifically negotiated with Sponsor in writing, Everest Group may allow Sponsor to photograph, record, or stream, subject to parameters Everest Group provides Sponsor. Additionally, there may be designated areas where photography, visual, and audio recordings and streams are permitted (and even encouraged) by all attendees and participants. In such a case, Everest Group will provide conspicuous signage. Accordingly, Sponsor, its Representatives, and its content and property may be photographed,

recorded, or streamed while attending or participating in an event, and Sponsor has the authority to and does hereby consent to such and the following: Everest Group may edit and use any photo, recording, or stream it captures for marketing and promotional activities and for any other lawful purpose. Additionally, Everest Group disclaims all liability in relation to Sponsor's use of its own photos, recordings, or streams, as permitted.

- e. Good and professional conduct is expected of all: Everest Group, sponsors, attendees, and participants. Therefore, everyone is expected to be respectful, considerate, and professional in their discourse and actions. Sponsor and its Representatives are responsible for their own belongings and property. If Sponsor or its Representatives notice anything unsafe, immediately notify the event organizers. Sponsor or its Representatives may not spam or post any obscene, objectionable, or inappropriate content. Targeted solicitations or advertisements to event attendees are prohibited unless the event attendee has opted into contact from the Sponsor. General solicitations or advertising or the Sponsor's participation in the event is permissible with Everest Group's written consent to Sponsor.
- f. Violations of these Terms or unacceptable behavior may result in suspension or expulsion from the event without warning or refund. Additionally, prohibitions from future events may occur. This is not an exclusive remedy.
- g. Before events, Everest Group may share with Sponsors the company names and job titles of those attending or participating in the event; however, Everest Group will not share the information of those who exercise their opt-out option.
- h. If an attendee or participant directly engages with Sponsor, including, without limitation, attending a Sponsor session, scanning their badge, accessing content, asking for a meeting, etc., Everest Group may provide Sponsor with their name and contact details. Additionally, Sponsors, with explicit written permission from Everest Group, may conduct its own badge scanning or collection of information at the event e.g. sign-in sheets. In each case, Sponsor agrees to act lawfully and represents and warrants that it has sufficient notices and policies to act lawfully. Everest Group is not responsible for the Sponsor's collection or use of anyone's personally identifiable information. Additionally, PARTICIPANTS OR ATTENDEES MAY CHOOSE NOT TO PROVIDE THEIR INFORMATION TO SPONSORS BY NOT HAVING THEIR BADGE SCANNED BY SPONSORS OR OTHERWISE NOT PROVIDING THEIR INFORMATION DIRECTLY, ATTENDEES AND PARTICIPANTS WILL NOT BE PENALIZED FOR REFUSING TO DIRECTLY PROVIDE SPONSORS WITH THEIR INFORMATION.
- i. Sponsor 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"), 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 Sponsor's or its Representative's violation or breach of data protection or privacy laws or related contractual provisions, breach of contract, breach of representations or warranties hereunder, negligence, gross negligence or willful misconduct. 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 Sponsor will not enter into any settlement agreement that contains any admission of liability on the part of an Indemnified Party. Furthermore, Sponsor 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.

## **11. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVEREST GROUP BE LIABLE TO SPONSOR 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 SALE OR USE OF ITS PRODUCTS AND/OR SERVICES, REGARDLESS OF CAUSE, EVEN IF A PARTY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SPONSOR'S EXCLUSIVE REMEDY IS EVEREST GROUP WILL REPAIR OR REPLACE THE PRODUCT AND/OR SERVICE SO AS TO CURE THE MATERIAL DEFECT OR BREACH. SHOULD SUCH FAIL ITS ESSENTIAL PURPOSE, EVEREST GROUP WILL REFUND TO SPONSOR THE COSTS AND/OR FEES PAID IN RELATION TO THE ORDER AT ISSUE; IN NO EVENT WILL EVEREST GROUP'S LIABILITY TO SPONSOR EXCEED THE AMOUNTS ACTUALLY PAID BY SPONSOR TO EVEREST GROUP UNDER THE ORDER AT ISSUE.

## **12. General Provisions**

- a. *Cancellation.* In limited circumstances, as stated herein or in the Order, Sponsor may cancel the sponsorship on written notice to Everest Group. Sponsor will not cancel the sponsorship within six (6) months of the date on which the event is to occur. If Sponsor cancels the sponsorship within nine (9) months but more than six (6)

months from the date on which the event is to occur, then Sponsor must pay to Everest Group 50% of the total amount that was to be paid under the Order. If Sponsor cancels the sponsorship more than nine (9) months from the date on which the event is to occur, Sponsor must pay to Everest Group 25% of the total amount that was to be paid under the Order.

- b. *Dispute Resolution.* In the event of a dispute between Everest Group and Sponsor, Parties agree in good faith to attempt to resolve the dispute without resorting to litigation. Should a dispute arise, the aggrieved Party will notify the other of its claim in writing and the Parties will in good faith attempt to negotiate a resolution and/or settlement.
- c. *English Language.* 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.
- d. *Severability.* Any provision of this agreement that is held by a body of competent jurisdiction to be prohibited or unenforceable will be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the agreement and the remaining provisions will remain in full force and effect and continue to govern.
- e. *Governing Law, Exclusive Jurisdiction and Forum.* If applicable, the UN Convention for the International Sale of Goods is hereby waived and does not apply. These Terms (and all extra-contractual claims) will be governed and construed in accordance with the laws as outlined below in this Section 12(e), 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 12(e), and includes their appeals courts. Any objections to forum or jurisdiction are hereby waived, including *forum non conveniens*, and Parties hereby consent to the personal jurisdiction and forum selection of said courts.

<b>If the Everest Group contracting entity is:</b>	<b>Then the Governing Law is:</b>	<b>And the exclusive jurisdiction and forum is:</b>
(i) Everest Global, Inc. or (ii) a combination of Everest Group entities	State of Texas and the federal laws of the United States	Collin 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	Nova Scotia, Canada

- f. *Reviewed by Counsel and Plain Language Interpretation.* Each Party acknowledges that this agreement was reviewed and/or negotiated by their legal counsel and agree that all provisions will be interpreted in accordance with its plain language and there will be no inference against a Party because it or its legal counsel was the drafter.
- g. *Sponsor.* Everest Group may publicize, market, and display the fact that Sponsor is a sponsor, including the use of its name and logo for such purpose.
- h. *Entire Agreement and Order of Precedence.* These Terms (and the documents it incorporates or references herein) 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 between the DPA, these Terms, the Terms of Use, or the Order, and any other agreement, then the order of precedence will be the (1) DPA (2) these Terms (3) Terms of Use and (4) Order.
- i. *No Waiver by Everest Group.* No waiver of any right, interest, or obligation can occur except in writing from an authorized representative of Everest Group. The rights, powers, and remedies to Everest Group provided herein are cumulative and are not exclusive of any rights, powers, or remedies provided by law.
- j. *Anti-Assignment and Binding Effect.* The rights, interests, and obligations hereunder will not be assigned or delegated by Sponsor without the prior written consent of Everest Group. Any assignment or delegation without such prior written consent is null and void. The terms of the Parties' agreement inure to and bind each Parties' successors and assigns, heirs, executors, and representatives.
- k. *Force Majeure.* Everest Group, in its sole discretion, may cancel an event and will refund your payment to Everest Group if running the event is unsafe or not practical to perform due to or arising out of forces beyond its reasonable control, including, for instance, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, virus, pandemic, Internet service provider failure or delay, or denial of service attack.
- l. *Independent Research.* Sponsor acknowledges and agrees that Everest Group is an independent research company, and that Everest Group may discuss Sponsor in its research and publications (including use its name

- and logo). The Sponsor relationship does not impact Everest Group's independent research or assessments.
- m. *Allocation of Risk.* Provisions related to limitation of liability, force majeure, and the like are to allocate the risks of the agreement between the Parties. Allocation of risk informed Everest Group's pricing and forms an essential part of this agreement.
  - n. *Further Assurances.* Parties agree to do any and all things to ensure the benefits bargained for and the intent of these Terms are realized, including without limitation signing or executing any additional documentation, agreements, assignments, oaths, or affidavits.
  - o. *Effective Date.* The effective date will be as stated in the Order. If not stated therein, the effective date will be the date of last signature or, if no signature is required, the date Everest Group begins performance.
  - p. *Survival.* All rights, interests, and obligations which by their nature should survive beyond the term or expiration will survive the termination or expiration of these Terms and the Order, and will remain in full force and effect. For the avoidance of doubt, without limitation, this includes the terms of Sections 2, 5- 12.
  - q. *Counterparts, Signature, and Originals and Copies.* 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 e.g. 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.

**DATA PROTECTION ADDENDUM**  
**(controller to controller)**  
**to**  
**Everest Group Event Sponsorship Terms**

This Data Protection Addendum (“Addendum”), dated as of the Effective Date, forms part of the Everest Group Event Sponsorship Terms (the “Terms”) between the Sponsor and the Everest Group. The terms used in this Addendum will have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein will have the meaning given to them in the Terms.

Categories of Personal Data: Name, company, job function / title, email address, mailing address, and similar contact information.

Types of Data Subjects: Registered attendees at Everest Group events

**1. Definitions.** In this Addendum, the following terms will have the meanings set out below:

- a) “Applicable Privacy Laws” means all applicable data protection and privacy laws applicable to the Processing of Personal Data, including, when and where applicable, (a) the EU Data Protection Laws; (b) the UK Data Protection Act 2018; (c) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), (d) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); (e) U.S. state and federal data protection laws, rules, or regulations including without limitation the California Consumer Protection Act of 2018 (“CCPA”); (f) the Personal Information Protection and Electronic Documents Act (“PIPEDA”) and Canadian Anti-Spam Law (“CASL”), (g) Digital Personal Data Protection Act, 2023 (“DPDPA”) and (h) similar laws enacted anywhere in the world addressing the protection or the use, transmission, or other processing of Personal Data, each as amended, modified, and/or supplemented by the guidance or regulatory decisions of any relevant supervisory authority or other data protection regulatory authority (“Regulator”).
- b) “Everest Group Privacy Policy” means the Privacy Notice available at <https://www.everestgrp.com/privacy-notice/>.
- c) “EEA” means the European Economic Area, and unless otherwise indicated, EEA or Member States of the EEA include the United Kingdom following its exit from the European Union.
- d) “EU Data Protection Laws” means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”) and Directive 2002/58/EC (ePrivacy), in each case as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, and any data protection laws substantially amending, replacing or superseding the GDPR following the exit by the United Kingdom from the European Union.
- e) “EU Personal Data” means any Personal Data that is disclosed by one party or its Affiliate (“Discloser”) to the other party or its Affiliate (“Recipient”) in the performance of that party’s rights or obligations under the Terms, to the extent such Personal Data is related to residents of the EEA, or the disclosure of such Personal Data is otherwise subject to EU Data Protection Laws.
- f) “Personal Data” means any information relating to an identified or identifiable natural person (an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person), or as that term (or similar variants, such as “personal information”) may otherwise be defined in Applicable Privacy Laws).
- g) “Restricted Transfer” means a transfer of EU Personal Data from Discloser to Recipient, to a jurisdiction outside of the EEA which is not deemed to have “adequate safeguards” as set forth under GDPR, Art. 45(1) (or any succeeding legislation of the United Kingdom upon its exit from the European Union).
- h) “Standard Contractual Clauses” means (i) the standard contractual clauses for the transfer of personal data to entities established in third countries as set out in Commission Decision C/2021/3972, with selections for Module One (Transfer Controller to Controller), as updated, amended, replaced or superseded from time to time by the European Commission, incorporated by reference, or (ii) in relation to the UK, relevant standard data protection clauses specified in either regulations pursuant to Article 46(2)(c) UK GDPR; or a document issued (and not withdrawn) pursuant to Article 46(2)(d) UK GDPR, or (iii) any other contractual clauses or other mechanism approved by a Supervisory Authority or by Applicable Data Privacy Laws for use in respect of such Restricted Transfer, as updated amended, replaced or superseded from time to time by such Supervisory Authority or Applicable Privacy Laws.
- i) “Supervisory Authority” means (a) an independent public authority which is established by a Member State pursuant to GDPR, Art. 51; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws in the United Kingdom upon its exit from the European Union.
- j) “US Data Protection Laws” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., (as amended by the California Privacy Rights Act of 2020), and any regulations promulgated thereunder, the Colorado Privacy Act, the Connecticut Personal Data Privacy and Online Monitoring Act, the Indiana Consumer Data Protection Act, the Iowa Consumer Data Protection Act, the Montana Consumer Data Privacy Act, the Tennessee Information

Protection Act, the Virginia Consumer Data Protection Act, the Utah Consumer Privacy Act, and in each case, as amended, replaced, or superseded from time to time.

Lower case terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor”, “profiling”, “personal data” (which also includes “Personal Information”), and “data subject” (which also includes “Consumer”) and “Sell” (which includes “Share” under the CCPA) (and similar or related variations of such terms) shall have the meanings ascribed to them in the applicable Data Protection Laws

**2. Parties as Controllers and compliance with Applicable Privacy Laws.** The parties acknowledge that each will act as a separate Controller in relation to the Personal Data which they Process. Each party shall comply with all Applicable Privacy Laws in respect of its Processing of Personal Data and shall ensure that it has a lawful basis for all such Processing, where applicable. Where an affiliate of a party is a Controller or Processor of Client Personal Data under this Agreement, such party shall ensure that its affiliate complies with its obligations under the Applicable Privacy Laws and this Data Protection Addendum as applicable.

Without limiting the foregoing, each party shall refrain from “selling” (as defined by the CCPA at Cal. Civ. Code § 1798.140(t), as it may be amended) or transferring Personal Data other than in compliance with the Applicable Privacy Laws.

**3. Disclosing of Personal Data.** Where acting as a Discloser, each party will:

- a) only disclose the Personal Data for purposes of enhancing business contact information, facilitating joint-marketing efforts and providing qualified leads to Recipient (“Permitted Purposes”)
- b) ensure that a notice has been made available and will continue to be accessible to the relevant Data Subject(s) informing them that their Personal Data will be disclosed to the Recipient or to a category of third party describing the Recipient
- c) ensure that it has obtained any necessary consents or authorizations required to permit the Recipient to freely Process the Personal Data for the Permitted Purposes
- d) not disclose any Special Categories of Personal Data to the Recipient
- e) be responsible for the security of any Personal Data in transmission from the Discloser to the Recipient (or otherwise in the possession of the Discloser)

**4. Processing of Personal Data.** Where acting as a Recipient, each party will:

- a) not Process Personal Data in a way that is incompatible with the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject)
- b) not Process Personal Data for longer than is necessary to carry out the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject)
- c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, have in place appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing, or accidental loss or destruction or damage

**5. Personal Data Breaches.** The Recipient will notify the Discloser without undue delay following any Personal Data Breach involving the Personal Data. Each party will co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.

**6. Further Co-operation and Assistance.** Each party will co-operate with the other, to the extent reasonably requested, in relation to:

- a) any requests from data subjects exercising their rights under European Data Protection Laws or US Data Protection Laws (“Data Subject Requests”)
- b) any other communication from a Data Subject concerning the Processing of their Personal Data
- c) any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with EU Data Protection Laws

**7. Description of Personal Data.** The parties acknowledge that the EU Personal Data (a) may include the categories of personal data specified in the preamble to this Addendum, which do not include any Special Categories of Data (sensitive data); (b) are related to the types of data subjects specified in the preamble to this Addendum, which may include business contacts of former, current and prospective business customers; and (c) are disclosed and transferred for the Permitted Purposes.

**8. Restricted Transfers.** With respect to any Restricted Transfers to Sponsor, the parties hereby enter into the Standard Contractual Clauses, including the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0) and 2021 SCCs, MODULE 1 (Transfer controller to controller) is incorporated by reference into this Addendum as follows:



- a) Everest Group for itself and its relevant Representatives are the “data exporter” and Sponsor and the relevant Sponsor Affiliates are the “data importers”, and Everest Group and Sponsor each have the authority to enter into the Standard Contractual Clauses for themselves and their respective relevant Affiliates.
- b) With respect to the 2021 SCCs, as applicable:
  - i. the optional docking provision in Clause 7 will not apply
  - ii. Option 2 will apply in Clause 9 and the time period set forth in Annex 1 of the DPA is the specified time period
  - iii. the optional language in Clause 11 will not apply
  - iv. regarding Clause 17, the governing law will be Irish law
  - v. regarding Clause 18, disputes will be resolved before the courts of Ireland
- c) With respect to any Standard Contractual Clause including the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0) and 2021 SCCs, MODULE 1 (Transfer controller to controller):

1. **List of Parties** shall be deemed to be prepopulated with the relevant information in Section 7 of this Addendum, and the following contact information:

**Data exporter (s):**

Name: Everest Global Inc.

Address: 700 Central Expy S, Suite 400, Allen, TX 75013.

Contact Person: Data Protection Officer, [privacy@everestgrp.com](mailto:privacy@everestgrp.com), copied to [legal@everestgrp.com](mailto:legal@everestgrp.com),

Attn: Legal Department

Signature and date: defined in Sponsorship Order Form/Agreement

Role (controller/processor): Controller

**Data importer:**

Name: Sponsor entity as set forth in Sponsorship Order Form/Agreement

Address: as set forth in Sponsorship Order Form/Agreement

Contact Person: Sponsor contact information set forth in any Sponsorship Order Form/Agreement

Signature and date: set forth in any Sponsorship Order Form/Agreement.

Role (controller/processor): Controller

2. **Description of Transfer** shall be deemed to be prepopulated with the relevant information in Section 7 of this Addendum, and the following contact information:
  - *The categories of Data Subjects whose Personal Data is transferred:* Registered attendees at Everest Group events.
  - *The categories of Personal Data transferred:* Name, company, job function / title, email address, mailing address, and similar contact information.
  - *Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:* Not applicable unless expressly agreed upon by the Sponsor and Everest Group.
  - *The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):* is described in Sponsorship Order Form/Agreement.
  - *Nature of the Processing:* Described in the Sponsorship Order Form/Agreement.
  - *Purpose(s) of the data transfer and further Processing:* Described in Sponsorship Order Form/Agreement.
  - *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:* For so long as personal data is being used for Permitted Purposes, legitimate business need, or applicable law or regulation.
3. **Technical Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data** shall be deemed to be prepopulated with the following:

Data importer shall implement at least the same degree of technical and organisational measures to protect the personal data as the data importer implements for its other personal data of a like nature, which shall in any case be a degree of technical and organisational measures sufficient to comply with all applicable laws. Such measures shall include appropriate measures for ensuring the ongoing confidentiality, integrity and availability of the personal data; for protecting the personal data during storage and use; for ensuring that the personal data are only used for the permitted purposes specified herein; and for ensuring that the data subjects have the ability to exercise their rights under applicable laws regarding their personal data.

- d) Although Sponsor and Everest Group intend that this Addendum shall be deemed to include the Standard Contractual Clauses as set forth in this Section 8, upon either Party's request, Sponsor and Everest Group shall execute a separate copy of the Standard Contractual Clauses, with such selections as set forth herein.

**9. Governing Law and Jurisdiction.** Without prejudice to clauses 17 and 18 of the Standard Contractual Clauses:

- a) the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
- b) this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.