

GREAT PLACE TO WORK® INSTITUTE, INC. PRODUCT AND SERVICES AGREEMENT

This **PRODUCTS AND SERVICES AGREEMENT** (this “**Agreement**”) is incorporated by reference into the GPTW Order Form or GPTW Statement of Work (collectively, the “**Principal Agreement**”) between: (i) GPTW acting on its own behalf and as agent for each GPTW Affiliate; and (ii) Company acting on its own behalf and possibly as agent for each Company Affiliate. GPTW and **Company** are each a “**Party**” and, collectively, the “**Parties**” to this Agreement.

WHEREAS, GPTW provides products and services assessing workplace culture, performance, certification, and accreditation to assist companies and organizations in evaluating and improving their workplaces; and

WHEREAS, Company wishes to engage GPTW to perform the Services (defined below) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized terms not defined in this Section 1 have the meaning ascribed to them where used in the Agreement.

1.1 “**Affiliate**” means GPTW wholly-owned and majority-owned subsidiaries and Great Place to Work Institute, Inc. licensees with no ownership interest by GPTW.

1.2 “**Aggregate Data**” means (a) the Company-specific information, data, and content contained in any report(s) delivered by GPTW to Company pursuant to this Agreement; and (b) any other aggregated data that is derived from the Raw Data and that is delivered by GPTW to Company pursuant to this Agreement. For the avoidance of doubt, Aggregate Data does not include any Raw Data or Company Data.

1.3 “**Assessment**” means any assessment conducted by GPTW as part of the Services pursuant to which GPTW uses its tools and methodologies to assess and measure work place culture (including, but not limited to, use of Trust Index Survey, Culture Audit, Culture Brief, Trust Model and Methodology).

1.4 “**Company Affiliate**” means Company wholly-owned and majority-owned subsidiaries.

1.5 “**Company Data**” means Company’s proprietary data and information that Company provides to GPTW so that GPTW may, as part of the Services, conduct an Assessment (e.g., demographic and corporate information necessary to distribute the Survey to participants (such

as email address, employee ID, and other personally identifying information) and the data provided by Company to GPTW for the Culture Audit or Culture Brief). For the avoidance of doubt, Company Data does not include either Aggregate Data or Raw Data.

1.6 **“Company Personal Data”** means any Personal Data Processed by a Processor on behalf of Company pursuant to or in connection with the Principal Agreement.

1.7 **“Consent”** of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

1.8 **“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

1.9 **“Data”** means the Raw Data and the Aggregate Data.

1.10 **“Data Protection Laws”** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.11 **“Fees”** means the fees to be paid by Company to GPTW as set forth in this Agreement, including in the applicable Principal Agreement.

1.12 **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

1.13 **“GPTW Intellectual Property”** means (a) all copyrightable works owned by GPTW (including without limitation books, articles, brochures, Surveys, Trust Index Surveys, Culture Audits, Culture Briefs, Trust Model and Methodology, the form and structure of reports, and other materials, tools and methodologies), whether or not the copyrights in such works have been registered in the U.S. or any other jurisdiction; (b) all confidential information and material belonging to GPTW; (c) all GPTW names, service marks, icons, and logos; (d) all GPTW Materials; (e) the Data; (f) the Services; and (g) the Software.

1.14 **“GPTW Materials”** means all techniques, algorithms and methods or rights thereto owned by, or licensed to, GPTW during the term of this Agreement and employed by GPTW in connection with the Services provided to Company.

1.15 **“Initial Term”** has the meaning set forth in Section 9.1.

1.16 **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.17 **“Late Payments”** has the meaning set forth in Section 3.2

1.18 **“Personal Data”** means any information relating to an identified or identifiable natural person (‘Data Subject’); 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. For purposes of this Agreement, Personal Data excludes information provided by an individual directly to GPTW so long as GPTW was not collecting such information on behalf of Company or in furtherance of completing transactions as required pursuant to this Agreement.

1.19 **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

1.20 **“Pre-existing IPR”** has the meaning set forth in Section 5.1.

1.21 **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. The nature and purpose as well as the subject matter and duration of the Processing of the Company Personal Data is to collect Company employee survey data for processing and archiving scientific and historical research purposes and statistical purposes assessing workplace culture, performance, and accreditation to assist organizations in evaluating and improving their workplaces.

1.22 **“Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller

1.23 **“Raw Data”** means the confidential and anonymous responses received by GPTW from Company and Company’s employees in connection with, among other things, the Trust Index Survey(s) and/or Culture Audit(s), Culture Brief(s), focus groups, and one-to-one interviews administered by GPTW pursuant to this Agreement. For the avoidance of doubt, Raw Data does not include any Aggregate Data or Company Data.

1.24 **“Software”** means any software owned or licensed by GPTW and used by GPTW to provide the Services.

1.25 **“Services”** means the services that GPTW will perform for Company as described in the applicable Principal Agreement.

1.26 **“Subprocessor”** means any person (including any third party and any GPTW Affiliate, but excluding an employee of GPTW or any of its sub-contractors) appointed by or on behalf of GPTW or any GPTW Affiliate to Process Company Personal Data on behalf of Company in connection with the Principal Agreement.

1.27 “**Supervisory Authority**” means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR.

1.28 “**Survey**” means the web-based Company employee engagement survey consisting of GPTW's standard survey questions and additional questions as requested by Company.

1.29 “**Term**” has the meaning set forth in Section 9.1

2. COMPANY OBLIGATIONS

2.1 Cooperation and Assistance. As a condition to GPTW’s performance hereunder, Company will at all times: (a) provide GPTW with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by GPTW in order to provide the Services, including, but not limited to, providing Company Data; (b) provide such personnel assistance, as may be reasonably requested by GPTW from time to time; and (c) comply with its obligations under this Agreement.

2.2 Telecommunications and Internet Services. Company acknowledges and agrees that Company’s and Company’s users’ use of the Assessment portion of the Services is dependent upon access to telecommunications and Internet services. Company and Company’s users will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Assessment portion of the Services, including, without limitation, all costs, fees, expenses, and taxes of any kind related to the foregoing.

3. FEES

3.1 Fees. In consideration for GPTW performing the Services, Company will pay to GPTW the Fees in the amounts and in accordance with the terms set forth in the Statement of Work.

3.2 Invoices and Payment.

(a) Company will pay to GPTW the full amount of Fees set forth in an invoice within thirty (30) days of the invoice date. GPTW reserves the right to cease performance of the Services to Company if payments are not made on time in accordance with the requirements of this Section 3.2 and the applicable terms of the Principal Agreement (“**Late Payments**”). Late Payments will incur an additional interest charge applied to the outstanding overdue balance at a total rate of 1.25% per month, calculated from the due date and compounded monthly on an actual/365-day basis.

(b) GPTW will email invoices to the primary Company contact specified in the Principal Agreement. Further invoice requirements with respect to payment due dates are specified in the Principal Agreement. Payment remittance options will be set forth in the invoice and will include payment by check or wire, or payment online.

3.3 Credits for Future Services. If at any time GPTW issues a credit for future services to Company, Company must use the credits within twelve (12) months of the credit being issued.

4. OWNERSHIP AND USE OF DATA

4.1 Company Data.

(a) As between GPTW and Company, the Company Data, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of Company or its licensors.

(b) GPTW will use Company Data solely to perform the Services and in a manner that is compatible with the purposes for which such Company Data is furnished to GPTW or subsequently authorized to be used, and GPTW will ensure that any Personal Information included in Company Data is properly maintained and protected in accordance with Section 7.

4.2 Aggregate Data and Raw Data.

(a) As between GPTW and Company, the Raw Data and the Aggregate Data, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of GPTW.

(b) The Raw Data will not be provided to Company by GPTW to protect the confidentiality of Company respondents. Company may use Aggregate Data solely as described in Section 5.3.

(c) GPTW intends to use the Aggregate Data solely for the purposes of GPTW, including without limitation for benchmarking, creation of best practices, statistical analysis, and other R&D purposes. GPTW will not share Aggregate Data with any third parties without receiving prior written permission from Company.

(d) To protect the confidentiality of Company respondents, GPTW will not report on Assessment results in which fewer than five (5) people in a Company demographic group have responded.

5. TREATMENT OF INTELLECTUAL PROPERTY

5.1 Notwithstanding any provision of this Agreement to the contrary, (a) all Intellectual Property Rights belonging to a Party, sub-contractor or third party prior to the Effective Date, or created other than in connection with GPTW's provision of the Services ("**Pre-existing IPR**") will remain with, and vested in, that Party, sub-contractor or third party (as applicable) and will not be assigned hereunder, and (b) all Intellectual Property Rights in all enhancements and modifications to, or derivative works of, any Pre-existing IPR made by either Party will be with, and vest in, the owner of the relevant Pre-existing IPR.

5.2 As between GPTW and Company, the GPTW Intellectual Property, and all Intellectual Property Rights therein or relating thereto (except for limited rights granted to Company and Company's users herein), are and will remain the exclusive property of GPTW or its licensors. Company is not acquiring any rights to any GPTW Intellectual Property. Any use of GPTW

Intellectual Property other than as expressly described in this Agreement requires prior written approval from GPTW.

5.3 Without GPTW's prior written approval, which may be withheld in GPTW's sole discretion, Company will not use or re-use any GPTW Intellectual Property in any manner other than pursuant to its receipt of the Services during the Term (including in any surveying conducted either in-house or with another vendor outside of the scope of this Agreement). Reports provided by GPTW to Company may be distributed internally by Company, but any external distribution requires prior written approval from GPTW which will not be unreasonably withheld.

5.4 Each Party will not infringe or misappropriate the Intellectual Property Rights of the other Party or of any third party while performing its obligations under this Agreement.

5.5 Company acknowledges and agrees that GPTW Intellectual Property is the valuable property of GPTW. Company will safeguard and protect GPTW Intellectual Property that it receives. Company will not alter or modify or permit others to alter or modify GPTW Intellectual Property without the prior written approval of GPTW. As examples only, and in no way as any limitation of this provision, no text may be revised nor may any mark or logo be altered, distorted or modified in any way.

5.6 In the event Company becomes aware of any infringement or unauthorized use of GPTW Intellectual Property by Company, its personnel or by any third party, Company will immediately notify GPTW of such infringement or unauthorized use. If such infringement or unauthorized use is by Company or its personnel, Company immediately will cease such infringement or unauthorized use; if such infringement or unauthorized use is by a third party, Company will cooperate with GPTW in causing the third party to cease such infringement or unauthorized use.

6. CONFIDENTIALITY

6.1 All information provided by Company to GPTW or otherwise obtained by GPTW as a receiving Party relating to the business or operations of Company or its clients or any person, firm, company or organization associated with Company, will be treated by GPTW as confidential, and GPTW will not disclose the same to third parties without the prior written consent of Company. The Parties acknowledge and agree that the confidential information of Company does not include the Raw Data and the Aggregate Data, which will be confidential information of GPTW.

6.2 In the event that Company as a receiving Party has access to any confidential information and/or material belonging to GPTW (including GPTW Intellectual Property), whether such access is intended or inadvertent, then Company will treat such information and/or material as confidential and will not disclose such information and/or material to third parties without the prior written consent of GPTW.

6.3 The confidentiality provisions set forth herein will not apply to confidential information which (a) is in or enters the public domain other than by acts or omissions of the receiving Party,

(b) is obtained by the receiving Party from a third party who obtained it lawfully without obligation of confidentiality, (c) is or has been independently generated by the receiving Party as evidenced in written documents, or (d) is properly disclosed by the receiving Party pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulated body that requires the disclosure of confidential information or material belonging to the other Party, provided that the receiving Party will before disclosure notify the other Party, unless such notice is prohibited, so that steps may be taken to attempt to quash or limit any disclosure.

6.4 The foregoing obligations as to confidentiality will apply retrospectively, from the point of first contact between Company and GPTW regarding the Services and will remain in full force and effect notwithstanding any termination of this Agreement.

7. DATA SECURITY

7.1 GPTW represents and warrants that during the Term it complies with Service Organization Controls (SOC) Report 1 and 2 under the Statement on Standards for Attestation Engagements (SSAE) 18 standard as well as with the International Organization for Standardization (ISO) 27001:2013 and ISO 9001:2015 standards and the National Institute of Standards and Technology (NIST 2015) cybersecurity framework. GPTW also complies with the Payment Card Industry Data Security Standard (PCI DSS) if applicable. GPTW considers third party security/financial audits confidential and does not release them to any company. There are several reasons for this policy. First, the audits are static in time and may not cover the entire term of the company's engagement. Second, the audits provide no legal protection to a company. Third, a company having possession of these audits places itself at serious risk for no benefit, e.g. should there be a GPTW security breach, any company in possession of these audits would be a primary litigation target and would have to prove that company's possession of the audits did not cause the GPTW breach. Instead, GPTW provides the highest standard of legal protection by warranting to the company that during the entire term of the engagement GPTW will comply with the above industry standards.

7.2 GPTW maintains a full-time Chief Data Protection Officer (CDPO) and staff to ensure compliance with these industry standards. The CDPO reports directly to the CEO of GPTW.

8. DATA PRIVACY

8.1 GPTW will use commercially reasonable efforts consistent with industry standards to collect, transmit, store, protect and maintain the Data and Company Data obtained through the Services. GPTW represents and warrants that during the Term it complies with the European Union (EU) 2016 General Data Protection Regulation (GDPR) and any Data Protection Laws. GPTW is also certified under the US/EU and US/CH Privacy Shield. GPTW collects Data for processing and archiving scientific and historical research purposes and statistical purposes assessing workplace culture, performance, and accreditation to assist organizations in evaluating and improving their workplaces. This exact language is found in Article 89 of the GDPR. The types and categories of Company Personal Data to be processed is found in the demographic section and Trust Index questions of the survey.

8.2 In connection with the Services, GPTW may receive, process and store Personal Data in Canada or other jurisdictions. Personal Information received by GPTW will be protected by GPTW as described in the Section above. In the event that consent of any individual is required to be obtained before transfer of Personal Information to GPTW, Company is responsible for obtaining the consent of any affected individual. Said consent needs to be freely given, specific, informed, unambiguous and given by a statement or clear affirmative action.

8.3 As advised in the GDPR, GPTW maintains a full-time Chief Data Protection Officer (CDPO) and staff to ensure compliance with all Data Protection Laws. The CDPO reports directly to the CEO of GPTW. GPTW also employs full-time Certified Information Privacy Practitioner (CIPP) and staff who is certified under by the International Association of Privacy Professionals at www.iapp.org whose credentials are accredited by the American National Standards Institute (ANSI) under the International Organization for Standardization (ISO) standard 17024:2012.

8.4 Data Subject's Rights. Taking into account the nature of the Processing, GPTW and each GPTW Affiliate shall assist Company to respond to requests to exercise Data Subject rights under any Data Protection Laws. GPTW shall promptly notify Company if any Processor receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data. GPTW shall ensure that the Processor does not respond to that request except on the documented instructions of Company or as required by any Data Protection Law to which the Processor is subject, in which case GPTW shall to the extent permitted by any Data Protection Law inform Company of that legal requirement before Processor responds to the request. The nature and purpose as well as the subject matter and duration of the Processing of the Company Personal Data is to collect Company employee survey data for processing and archiving scientific and historical research purposes and statistical purposes assessing workplace culture, performance, and accreditation to assist organizations in evaluating and improving their workplaces. The types and categories of Company Personal Data to be processed is found in the demographic section and Trust Index questions of the survey.

8.5 Rights to Audits, Inspections, Data Protection Impact Assessments, and Prior Consultations. GPTW and each GPTW Affiliate shall make available to Company on request all information necessary to contribute to audits, inspections, data protection impact assessments, and prior consultations by Company in relation to the Processing of the Company Personal Data by the Processor to meet the requirements of any Data Protection Law. GPTW shall immediately inform Company if, in its opinion, an instruction pursuant to this Section infringes any Data Protection Law. Company undertaking an audit, inspection, data protection impact assessment, or prior consultation under this Section shall give GPTW or the relevant GPTW Affiliate reasonable notice and shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing any damage, injury or disruption to the Processor's premises, equipment, personnel and business while Company's personnel are on those premises in the course of such an audit, inspection, data protection impact assessment, or prior consultation. A Processor need not give access to its premises pursuant to this Section: (i) to any individual unless he or she produces reasonable evidence of identity and authority; (ii) outside normal business hours at those premises; or (iii) for the purposes of more than one audit, inspection, data impact assessment, or prior consultation in respect of each Processor in any

calendar year, except if Company is so required by a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country.

8.6 Remuneration and Costs. The Company shall remunerate GPTW based on time and costs spent to perform the obligations under this Section based on GPTW's CDPO and CIPP hourly rates of \$650/hour and the hourly rates of other GPTW personnel as needed. GPTW is also entitled to remuneration for any time and material used to adapt and change the Processing activities in order to comply with any changes to the Company's instruction, including implementation costs and additional costs required to deliver obligations under the Principal Agreement due to the change in instruction. GPTW shall invoice Company for a deposit to be paid in advance of performing the work in this Section requiring remuneration and/or costs.

8.7 Deletion of Company Personal Data. GPTW will delete Company Personal Data after Processing is complete.

8.8 Subprocessors. GPTW may contract with one or more Subprocessors under the same terms provided in this Agreement. GPTW shall give Company prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. Within five (5) business days after the receipt of that notice, Company may notify GPTW in writing of any objections (on reasonable grounds) to the proposed appointment.

8.9 Personal Data Breach. GPTW shall notify Company without undue delay and in no case more than 72 hours upon a Processor becoming aware of a Personal Data Breach affecting Company Personal Data. Company shall be provided with sufficient information to allow Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. GPTW shall co-operate with Company and take such reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. TERM AND TERMINATION

9.1 Term. This Agreement will commence on the Effective Date and will continue for the period stated in the Principal Agreements, (the "Initial Term"), unless terminated earlier as provided in this Agreement. This Agreement will automatically renew for subsequent periods as provided in the Principal Agreement, unless either Party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then-current renewal period, as applicable. The Initial Term and any renewal periods are collectively, (the "Term").

9.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; provided that the cure period for any default with respect to Company's payment of Fees will be five (5) business days.

9.3 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Company's and Company's users' right to access and use the Services (and any GPTW Intellectual Property) will immediately terminate, Company and its users will

immediately cease all use of the Services (and any GPTW Intellectual Property) except for the Aggregate Data received in reports which may continue to be used internally at the Company , and each Party will return and make no further use of any confidential information, materials, or other items (and all copies thereof) belonging to the other Party no later than ten (10) days after the effective date of the expiration or termination of this Agreement.

9.4 Survival. The rights and obligations of GPTW and Company contained in Sections 3 (Fees), 4 (Ownership), 5 (Intellectual Property), 6 (Confidentiality), 7 (Data Protection), 8 (Data Privacy), 10 (Indemnification), 11 (Limitation of Liability), and 12 (General) will survive any expiration or termination of this Agreement.

10. INDEMNIFICATION

10.1 A Party will release, defend, hold harmless and indemnify the other Party and its employees, officers, directors, shareholders, agents, representatives, successors and assigns, from and against any and all third party claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from or pertaining to (a) any negligent or wrongful act or omission of, or violation of law by, the Party, or any of its employees, officers, directors, representatives or affiliates; or (b) a breach of any warranty or agreement made by the Party herein.

10.2 The indemnified Party will promptly notify the indemnifying Party of any claim subject to indemnification, tender to the indemnifying Party control over the defense and settlement of the claim and render reasonable assistance to the indemnifying Party with respect to such defense and settlement.

11. LIMITATION OF LIABILITY

11.1 If Company should become entitled to claim damages from GPTW for any reason in connection with this Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), GPTW will be liable only for the amount of Company's actual direct damages up to the amount that Company paid GPTW for the Services that are the subject of the claim. In no event will GPTW's aggregate liability to Company for all claims arising under or relating to this Agreement exceed the amount of twelve (12) months' worth of Fees paid by Company to GPTW under this Agreement. These limits are the maximum liability for which GPTW is responsible.

11.2 In no event will GPTW be liable for: (a) any damages arising out of or related to the failure of Company or its affiliates or personnel to perform their responsibilities; and/or (b) any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if either Party has been advised of the possibility of such damages. GPTW will not be held responsible if it either delays performance or fails to perform under this Agreement because of any cause beyond its reasonable control.

11.3 The limitations of liability contained in Sections 11.1 and 11.2 shall not apply to liabilities arising from: (a) a Party's gross negligence, fraud, or misrepresentation; (b) a Party's indemnity obligations; or (c) claims covered by a Party's insurance.

12. GENERAL

12.1 Waiver. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder in any one or more instances or to insist on strict compliance with the performance of this Agreement or to take advantage of any respective rights will operate as a waiver thereof or the relinquishment of such rights in other instances but the same will continue and remain in full force and effect nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

12.2 Assignment. This Agreement may not be voluntarily or by operation of law assigned or transferred in whole or part, or in any other manner transferred by GPTW without the prior written consent of Company, but GPTW may use subcontractors in assisting GPTW in providing the Services; provided that subcontractors sign an agreement with GPTW with at least terms as limiting as those in this Agreement. Any attempt to assign or transfer this Agreement other than in conformance with this Section will be of no effect and considered null and void.

12.3 Independent Contractor.

(a) GPTW is an independent contractor and nothing herein will be construed to the contrary. GPTW will not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of Company, or bind Company in any manner or thing whatsoever without Company's written consent. GPTW will use GPTW's own tools and instruments in providing the Services. GPTW will supply all necessary labor to render Services under this Agreement and may use subcontractors in doing so. GPTW will be solely responsible for the direction and control of GPTW's agents, employees, representatives and subcontractors, including decisions regarding hiring, firing, supervision, assignment and the setting of wages and working conditions. Company will neither have nor exercise disciplinary control or authority over GPTW or GPTW's agents, employees, representatives or subcontractors.

(b) No agent, employee, representative or subcontractor of GPTW will be or be deemed to be the employee, agent, representative or subcontractor of Company. None of the employer-paid benefits provided by Company to its own employees, including but not limited to workers' compensation insurance and unemployment insurance, are available from Company to GPTW or to GPTW's employees, agents, representatives or subcontractors. GPTW agrees to provide workers' compensation insurance for any person utilized by GPTW to perform services under this Agreement and to pay all applicable social security taxes, unemployment compensation taxes, income taxes and other employer taxes and contributions required by any federal, state or local law with respect to GPTW or to persons utilized by GPTW to perform services under this Agreement.

12.4 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

12.5 Amendments. Once executed, this Agreement, and any attachments to this Agreement, may be modified only through the execution of a written instrument signed by the Parties.

12.6 Use of Names/Logo. Company may request permission for the use of the GPTW logo, and in doing so, should request to fill out and complete the “Use of Great Place to Work® Institute Materials Consent Agreement” (the “GPTW Material Consent Form”) downloadable at <http://www.greatplacetowork.ca/images/documents/GPTW-Material-Consent-Form.docx>. Company understands that it is subject to all rules and guidelines set forth in the GPTW Material Consent Form, the GPTW Intellectual Property Usage Policy at <http://www.greatplacetowork.ca/images/documents/Intellectual-Property-Usage-Policy-06-2019.pdf>, the GPTW Brand Identity Policy at <http://www.greatplacetowork.ca/images/documents/Brand-Identity-Policy-06-2019.pdf> and the GPTW Brand Usage Guide at <https://www.greatplacetowork.ca/images/documents/GPTW-Brand-Guidelines-06-2019.pdf> which govern the usage of the Great Place To Work LOGO®. GPTW may include Company’s name on a client list, unless notified otherwise.

12.7 Legal Fees. If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing Party will be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

12.8 Insurance. GPTW will provide, pay for, and maintain in full force and effect during the term of the Agreement the insurance outlined herein covering GPTW’s activities, and anyone directly or indirectly engaged by GPTW. GPTW will carry the following insurance coverages during the Term of this Agreement: (i) workers’ compensation insurance in the statutory amount and employer liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 annual aggregate; (ii) and errors and omissions (professional liability) insurance for the Services rendered hereunder in the minimum amount of Five Million (\$5,000,000) dollars per occurrence and in the annual aggregate; (iii) general liability insurance written on an occurrence basis in the minimum amount of One Million (\$1,000,000) dollars per occurrence and Two Million (\$2,000,000) dollars in the annual aggregate; and (iv) cyber liability insurance including coverage for network privacy liability with minimum limits of One Million (\$1,000,000) dollars per occurrence and in the annual aggregate.

12.9 Force Majeure. Neither Party will be liable, and its performance will be excused, for any delays resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war, sabotage, terrorism, acts

of aggression or other violence provided such Party will have used its commercially reasonable efforts to mitigate its effects and has given prompt written notice to the other Party. The time for the performance will be extended for the period of delay or inability to perform due to such occurrences up to a period of thirty (30) business days at which time the Party unaffected by the Force Majeure event may immediately terminate this Agreement.

12.10 Successors and Assigns. This Agreement and all of the terms and conditions hereof will be binding upon and inure to the benefit of GPTW and Company and their respective successors, transferees, permitted assignees or legal representatives. Any terms of this Agreement containing a reference to GPTW or Company will apply with equal effect to any such successor, permitted assignee, transferee or legal representative of the Party in question.

12.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one document.

12.12 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

12.13 Disputes. If any dispute or disagreement arises between the Parties with respect to the interpretation of any provision of this Agreement, the performance of either Party under this Agreement, or any other matter that is in dispute between the Parties related to this Agreement, then, upon the written request of either Party, the Parties will meet for the purpose of resolving such dispute. The Parties agree to discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto. If such efforts are not successful then the Parties shall submit any dispute arising from or related to this Agreement to binding arbitration by a single arbitrator in accordance with the rules of the laws of the Province of Ontario and federal laws applicable therein. If it is necessary to enforce or interpret this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled. This Agreement, and all matters collateral thereto, shall be governed by the laws of the Province of Ontario and federal laws applicable to contracts entered into and to be performed entirely therein, without regard to any choice of law or conflict of law rules. Notwithstanding the foregoing, either Party will be free at any point to pursue injunctive relief if a Party's Intellectual Property is being violated by the other Party or its affiliates. For any litigation which may otherwise arise with respect this Agreement, the parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens and any objections as to laying of venue) of the laws of the Province of Ontario, in connection with any action, suit or proceeding arising out of or relating to this Agreement and the subject matter of this Agreement, whether in contract, tort (including negligence), or any other form of action. **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT.**

12.14 Remedies. The rights and remedies herein provided will be cumulative and no one of them will be exclusive of any other and will be in addition to any other remedies available at law or in equity.

12.15 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party (other than as described in Section 10). Only the Parties to this Agreement may enforce it.

12.16 Entire Agreement. This Agreement and the Principal Agreement constitutes the entire understanding between the Parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement.

March 1, 2019