



Amrop

Leaders For What's Next

CONFIDENTIAL

DATA SHARING AGREEMENT FOR DISCLOSING PERSONAL DATA TO CLIENTS

THIS AGREEMENT is valid on the date of the signing of the general agreement **BETWEEN AMROP AB**, a company established under the laws of Sweden, with Registration Number 556294-4032 and registered address at Blasieholmsgatan 5, 111 48 Stockholm, ("**Amrop**"); and the **CLIENT in question**. Each a "**Party**" and together the "**Parties**".

RECITALS

- A. The Client wishes to appoint Amrop to provide the Client with executive search services and/or leadership consulting services, as such purposes are further detailed in Schedule 3 below. Amrop wishes to accept that appointment.
- B. In the course of this relationship, Relevant Personal Data may flow both ways:
 - Amrop will disclose certain Relevant Personal Data to the Client (for example, Candidate CVs and details; opinions of Sources regarding Candidates or Participants; test results for Participants; etc.); and
 - the Client may disclose certain Relevant Personal Data to Amrop (for example, details of Participants; feedback on Candidates or Participants; feedback on Sources; etc.).
- C. The purpose of this Agreement is to govern the terms on which such Relevant Personal Data are disclosed between the Parties.

1. Definitions

Capitalized terms used in this Agreement shall have the meaning assigned to them in Schedule 1.

2. Purpose

- 2.1 This Agreement sets out the framework for the disclosure of Personal Data between the Parties as Controllers. The Parties agree to only Process Relevant Personal Data, for the Purposes, which are set out in Schedule 3. The Parties shall not Process Relevant Personal Data in a way that is incompatible with the Purposes.



3. Points of contact

3.1 Each Party shall appoint a single point of contact (a “**SPoC**”) who shall be primarily responsible for addressing any issues arising from disclosure of Relevant Personal Data under this Agreement. The SPoCs are:

(a) **Amrop’s SPoC:** Elin Wrammerfors, GDPR Compliance Coordinator at Amrop AB, D +46 (0)8 502 516 42 E elin.wrammerfors@amrop.se

4. Compliance with applicable Data Protection Laws

4.1 Each Party shall at all times comply with, and shall procure that any Processors that it appoints shall at all times comply with, all applicable Data Protection Laws in relation to the Processing of Relevant Personal Data.

5. Categories of Relevant Personal Data

5.1 The categories of Relevant Personal Data that will be disclosed by the Parties under this Agreement are set out in Schedule 2.

5.2 Neither Party shall disclose Sensitive Personal Data to the other Party under this Agreement unless the affected Data Subjects have given their express, prior, freely given, specific, informed and unambiguous consent to the disclosure of the Personal Data by the Disclosing Party to the Receiving Party.

6. Disclosure of Relevant Personal Data

6.1 Subject to the terms of this Agreement, either Party (the “**Disclosing Party**”) may disclose Relevant Personal Data to the other Party (the “**Receiving Party**”) in connection with the Purposes.

7. Data retention

7.1 The Receiving Party shall not retain or otherwise Process Relevant Personal Data received under this Agreement for longer than is necessary to fulfil the Purposes. Each Party is responsible for its own compliance with the requirements of applicable Data Protection Laws with respect to the retention of Personal Data.

7.2 Upon the earliest of:

(a) termination or expiry of this Agreement; or

(b) the Processing of the Relevant Personal Data no longer being necessary in connection with the Purposes,

the Receiving Party shall promptly notify the Disclosing Party of that event. The Receiving Party shall, within fourteen (14) Business Days of the date of such notification, delete or



destroy the affected Relevant Personal Data, or fully anonymise the Relevant Personal Data so that no re-identification is possible.¹

8. Cross-border data transfers

8.1 For the purposes of this Clause 8, “transfers” include, but are not limited to, the following:

- (a) storing Relevant Personal Data on servers outside the EEA;
- (b) subcontracting the Processing of Relevant Personal Data to Processors located outside the EEA; or
- (c) allowing any entity located outside the EEA to access Relevant Personal Data (even if the affected Relevant Personal Data are never “at rest” outside the EEA).

8.2 The Receiving Party shall not disclose or transfer the Relevant Personal Data to any third party located outside the EEA unless it complies with all requirements of applicable Data Protection Laws in respect of each such transfer.

9. Security of Relevant Personal Data

9.1 The Disclosing Party shall only provide Relevant Personal Data to the Receiving Party using suitably secure data transfer methods, as may be agreed between the Parties from time to time.

9.2 Each Party shall implement appropriate technical and organisational security measures in order to prevent unauthorised or unlawful Processing of Relevant Personal Data; and accidental loss or destruction of, or damage to, the Relevant Personal Data.

9.3 It is the responsibility of each Party to ensure that its Personnel are appropriately trained to handle and Process the Relevant Personal Data in accordance with the requirements of this Agreement together with any other applicable national data protection laws and guidance.

10. Confidentiality

10.1 The Client shall maintain the confidentiality of all Relevant Personal Data disclosed to it by Amrop under this Agreement, and shall not disclose such Relevant Personal Data to any third party except in compliance with the provisions of this Agreement.

10.2 The Client shall not, and shall not encourage or permit any other person to, Process any Relevant Personal Data for any purpose that is incompatible with this Agreement.

¹ The purpose of this Clause is to ensure that the Parties do not keep data that they don't need going forward. But the Parties can keep data for which they continue to have a legitimate need:

- If Amrop needs to retain the data for the purposes of its relationship with a Candidate or Participant, that purpose continues for the duration of that relationship and Amrop is entitled to keep the data for the duration of that relationship.
- Equally, if the Client hires the Candidate or Participant then the Client's purpose in processing the Candidate's or Participant's Relevant Personal Data for employment purposes continues for at least the duration of that employment relationship, and the Client can retain the data for that period.



10.3 The Client shall ensure that its Personnel who Process any Relevant Personal Data shall maintain the security and confidentiality of the Relevant Personal Data.

11. Rights of Data Subjects

11.1 Subject to applicable Data Protection Laws, affected Data Subjects may have the following rights under applicable Data Protection Laws:

- (a) the right to request access to, or copies of, their Relevant Personal Data;
- (b) the right to request rectification of any inaccuracies in their Relevant Personal Data;
- (c) the right to request, on legitimate grounds:
 - (i) erasure of their Relevant Personal Data; and
 - (ii) restriction of Processing of their Relevant Personal Data;
- (d) the right to object, on legitimate grounds, to the Processing of their Relevant Personal Data;
- (e) the right to have their Relevant Personal Data transferred to another Controller, to the extent applicable;
- (f) where Relevant Personal Data are processed on the basis of the Data Subject's consent, the right to withdraw that consent; and
- (g) the right to lodge complaints regarding the Processing of their Relevant Personal Data with a Data Protection Authority.

11.2 The Parties' respective SPoCs shall be responsible for maintaining up-to-date records of requests from Data Subjects to exercise any of the rights set out in Clause 11.1, the decisions made in response to those requests, and any information that was exchanged between the Parties. The Parties agree to provide reasonable assistance to one another, to the extent necessary, to enable them to give effect to the lawful rights of Data Subjects.

12. Appointment of Processors

12.1 Neither Party, in its capacity as a Controller of the Relevant Personal Data, shall appoint a Processor to Process any Relevant Personal Data unless:

- (a) such Processor has provided sufficient written guarantees confirming that:
 - (i) it shall only Process the Relevant Personal Data in accordance with the instructions of the Controller; and
 - (ii) it has implemented appropriate technical and organisational security measures to prevent unauthorised or unlawful Processing of Relevant Personal Data and protect against accidental loss or destruction of, or damage to, Relevant Personal Data;

and



- (b) that Party, in its capacity as Controller, has:
 - (i) carried out appropriate due diligence to confirm such Processor's compliance with the guarantees described in Clause 12.1 above; and
 - (ii) put in place an appropriate binding written contract with the Processor, in accordance with the requirements of applicable Data Protection Laws, including all mandatory contractual provisions required by such Data Protection Laws.

13. Term and termination

- 13.1 This Agreement shall commence on the Effective Date, and shall continue in full force and effect until the expiry or termination of the General Agreement executed by the Parties.

14. Effects of Termination

- 14.1 Unless otherwise agreed by the Parties, on termination of this Agreement, the rights and obligations of the Parties under this Agreement shall cease, save for the provisions of Clauses 2.1, 5, 6, 7, 8, 9, 10, 14, 16, 17, 19, 20 and 22 and any antecedent rights or liabilities occurring prior to termination shall survive the termination of this Agreement.

15. Warranties

- 15.1 Each Party warrants and undertakes that it shall:
 - (a) Process the Relevant Personal Data in compliance with all applicable Data Protection Laws; and
 - (b) respond within a reasonable time, and as far as reasonably possible, to enquiries from any relevant Data Protection Authority in relation to the Relevant Personal Data.
- 15.2 The Disclosing Party warrants and undertakes that it shall take all reasonable measures to ensure that the Relevant Personal Data disclosed by it under this Agreement are accurate and materially complete, as far as it is reasonably able to do so.
- 15.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

16. Limitation of liability

- 16.1 Neither Party excludes or limits liability to the other Party for:
 - (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence;
 - (c) a breach of any implied obligations as to title; or
 - (d) any matter for which it would be unlawful for the Parties to exclude liability.



- 16.2 Subject to Clause 16.1, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

17. Third party rights

- 17.1 Except as expressly provided in Clause 10, a person who is not a Party to this Agreement shall not have any rights to enforce any term of this Agreement. All implied rights of enforcement available to any third party are excluded to the maximum extent permitted under applicable law.

18. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by authorised representatives of the Parties.

19. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

20. Entire agreement

- 20.1 This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21. Force majeure

- 21.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.



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22. Governing law and jurisdiction

- 22.1 This Agreement shall be governed by, and construed in accordance with, the laws of Sweden and each Party irrevocably submits to the exclusive jurisdiction of the courts of Sweden.



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Schedule 1 – Definitions

As used in this Agreement in capitalized form, the following terms shall have the following meaning:

“Agreement” means this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.

“appropriate technical and organisational measures” has the meaning given in the GDPR.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business.

“Candidate” means a candidate, or a prospective candidate, for a position with a Client's organisation (including, without limitation, any existing employee of such Client).

“Controller” has the meaning given in the GDPR.

“Data Protection Authority” means a Supervisory Authority, as that term is defined in the GDPR.

“Data Protection Laws” means: (a) the GDPR, Directive 95/46/EC, Directive 2002/58/EC and Directive 2009/136/EC, together with any national implementing laws in any Member State of the European Union; and (b) any equivalent legislation, or legislation dealing with the same subject matter, anywhere in the world; each as applicable to any Group Company and each as amended, repealed, consolidated or replaced from time to time.

“Data Security Breach” means a breach of security leading to the accidental or unlawful Processing of the Relevant Personal Data.

“Data Subject” has the meaning given in the GDPR.

“Disclosing Party” means the Party that discloses Relevant Personal Data to the other Party, or its appointed Processors, under this Agreement.

“EEA” means the European Economic Area.

“GDPR” means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

“Group Company” means any subsidiary or holding company of either Party or a subsidiary of such holding company from time-to-time.

“Leadership Assessment” means any leadership assessment service (including, but not limited to, any management audit, leadership consulting service, coaching, team development, team effectiveness analysis, or succession planning) provided by Amrop



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to the Client for the purposes of assessing the leadership potential of its own Personnel or other individuals selected by the Client;

“Participant” means any individual participating in a non-executive search activity, including Leadership Assessment, coaching, team development, Board assessment, etc..

“Personnel” means any current, former or prospective employee, consultant, temporary worker, intern, other non-permanent employee, contractor, secondee or other personnel.

“Personal Data” has the meaning given in the GDPR.

“Process”, “Processing” or “Processed” each have the meaning given in the GDPR.

“Processor” has the meaning given in the GDPR.

“Purposes” means the purposes set out in Schedule 3.

“Receiving Party” means the Party that receives Relevant Personal Data from the other Party, or its appointed Processors, under this Agreement.

“Relevant Personal Data” means Personal Data that are Processed for the Purposes.

“Sensitive Personal Data” means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health, data concerning a natural person's sex life or sexual orientation, data concerning actual or alleged criminal offences, data relating to proceeding in connection with actual or alleged criminal offences, and national identity numbers.

“Source” means any person that provides any view or opinion regarding the qualities of any Candidate or Participant, for any purpose, including but not limited to the suitability of a Candidate or Participant for a particular role.



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Schedule 2 – Relevant Personal Data to be disclosed between the Parties under this Agreement

Amrop may provide to the Client the following categories of Relevant Personal Data in connection with the Purposes:

- In relation to Candidates and Participants:
 - information in a standard curriculum vitae (e.g., name, address and other contact information including personal telephone numbers and email addresses, educational history, employment history, degree(s) and other qualifications, languages and other skills);
 - age/date of birth;
 - nationality;
 - Government-issued identification information, passport or visa information;
 - job title and role / function;
 - salary and compensation data (including non-salary benefits, bonuses and incentives and other financial information);
 - annual leave information;
 - retirement and pensions information;
 - performance reviews and disciplinary information;
 - views and opinions regarding the suitability of the Candidate or Participant for a particular role within the Client's organisation;
 - social media presence and activity;
 - records of correspondence between Amrop and the Candidate or Participant;
 - comments from third parties regarding a Candidate or Participant;
 - compliance with environmental, health, and safety policies, procedures, standards and guidelines;
 - training and development, and compliance with applicable policies, procedures, standards and guidelines and related investigations;
 - (to the extent permitted or required by applicable law) race / ethnicity, religion, marital status, and family situation; and

- In relation to Participants:
 - [name;
 - results, details and analysis of Leadership Assessments;
 - analysis of Participant performance;
 - comments provided by, and other communications with, Participants;] and

The Client may provide to Amrop the following categories of Relevant Personal Data in connection with the Purposes:

- Details of Candidate or Participant meetings;
- Copies of correspondence with Candidates or Participants;
- Comments and feedback on Candidate or Participant CVs and suitability;
- Feedback from interviews with Candidates or Participants;
- Details of Participants (including superiors and subordinates, to define the off limits, to define the salary range, etc.);
- Details of the Client's systems and operations, corporate structure, organigram, reporting lines, superiors and subordinates; and



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Schedule 3 – Purposes of Processing Personal Data under this Agreement

Subject always to applicable Data Protection Laws, Amrop discloses Relevant Personal Data to the Client for the Client's acknowledged Purposes, as follows:

- receipt of leadership consulting services from Amrop, including Leadership Assessments;
- assessment of Candidates or Participants;
- negotiations with potentially suitable Candidates or Participants;
- employment of suitable Candidates or Participants;
- general business administration;
- compliance with applicable law;
- compliance with internal procedures and accounting requirements;
- cooperation with governmental or regulatory investigations; and

Subject always to applicable Data Protection Laws, the Client discloses Relevant Personal Data to Amrop for Amrop's acknowledged Purposes, as follows:

- provision of leadership consulting services to the Client, including Leadership Assessments;
- provision of executive search services to the Client;
- provision of views and opinions from Sources;
- management of Amrop's own Candidate relationships, including communicating Client feedback to Candidates, where appropriate;
- management of Amrop's own Source relationships, including communicating Client feedback to Sources, where appropriate;
- general business administration;
- compliance with applicable law;
- compliance with internal procedures and accounting requirements;
- cooperation with governmental or regulatory investigations; and