

Subscription Agreement for Customers

Executives Place Ltd., a company registered in England under company number 7100165 with its registered office at Churchill House, 137-139 Brent Street, London NW4 4DJ, United Kingdom and trading as Ezekia (“**Ezekia**”) provides a service that allows Customers to access candidate information from the Not Actively Looking website (www.notactivelylooking.com) (“**the Candidate Website**”) and to communicate with executives concerning career opportunities. The Ezekia Platform (www.ezekia.com) (“**the Website**”) allows the Customer to store contact details and other information relating to contacts and candidates identified by the Customer, and also includes software tools to enable the Customer to manage business development activity and executive search assignments.

This Subscription Agreement sets out the terms and conditions that govern the use of the Website by individual Customers. By clicking “Subscribe”, the Customer is entering into a legally binding agreement with Ezekia incorporating these terms and conditions. If you do not agree to be bound by these terms and conditions, please stop using the Website immediately.

1. Definitions and Interpretation

1.1 In this Subscription Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
"Candidate"	means (i) any individual executive who has registered via the Not Actively Looking website for the purpose of sharing their professional profile with selected Customers, and whose details appears in the General Database part of the Platform; and (ii) any other individual executive whose contact details are stored by the Customer using the Private Database part of the Platform;
"Candidate Data"	means data of any kind provided by a Candidate (including for the avoidance of doubt any personal data relating to the Candidate or any other person);
"Client"	means any individual whose contact details are stored by the Customer using the Private Database part of the Platform, and whose organisation is an actual or potential client for the Customer’s services;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Subscription Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such), and includes all Personal Data to which the Customer obtains access using the Platform;
"Customer"	Individual or company who is counterpart to this Agreement;

"Fees"	means any and all sums due from the Customer to Ezekia under this Subscription Agreement, as specified in Schedule 2 (Fees);
"General Database"	has the meaning set out in Schedule 1 (Services);
"Personal Data"	has the meaning set out in the UK Data Protection Act 2018 and the General Data Protection Regulation;
"Private Database"	has the meaning set out in Schedule 1 (Services);
"Services"	means the services to be provided by Ezekia under this Subscription Agreement, as described in Schedule 1 (Services); and
"Software Tools"	means the software tools for the Customer to use, as described in Schedule 1 (Services).

- 1.2 Unless the context otherwise requires, each reference in this Subscription Agreement to:
- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "this Subscription Agreement" is a reference to this Subscription Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Subscription Agreement;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Subscription Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Subscription Agreement.
- 1.3 The headings used in this Subscription Agreement are for convenience only and shall have no effect upon its interpretation.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2 Provision of the Services

In consideration of the mutual covenants and obligations set out in this Subscription Agreement, Ezekia agrees to provide the Services to the Customer in accordance with Schedule 1 (Services).

3 Fees and Payment

The Customer shall pay the Fees (if any) to Ezekia in accordance with Schedule 2 (Fees).

4 Intellectual Property Rights

- 4.1 All text, graphics, logos, icons, images, audio clips, video clips, software (whether object code or source code), page layout, data compilations and any other forms of information capable of being stored in a computer, that appear on or form part of the Candidate Website or Website (“**Website Content**”) are the property of Executives Place Ltd, or its affiliates or third party licensors.
- 4.2 Where the Website indicates that the intellectual property rights in any part of the Website Content are owned by a third party (“**Third Party Content**”), the Customer must abide by any additional terms and conditions shown on the Website concerning the use of such Third Party Content.

5 General obligations of the Customer

- 5.1 The Customer represents, warrants and undertakes as follows:
- 5.1.1 that it will carry out the obligations stated in Schedule 1 (Services) as being responsibilities of the Customer, as well as its other obligations under this Subscription Agreement;
 - 5.1.2 that it will comply with all applicable laws and regulations (including all applicable laws relating to data protection and privacy) with respect to its use of the Services and its other activities under this Subscription Agreement;
 - 5.1.3 that in relation to any Personal Data that falls within the categories of Customer Candidate Personal Data or Customer Client Personal Data (in each case as more particularly described in Section 3 of Schedule 3), the Customer will ensure that the relevant data subjects have been informed of, and have given their consent to, the use, processing, and transfer of their Personal Data in connection with the Services, or that it is otherwise lawfully processed by the Customer, in each case as required by applicable data protection and privacy law, in order that Ezekia may lawfully use, process and transfer the personal data in accordance with this Subscription Agreement on the Customer’s behalf;
 - 5.1.4 that to the extent that the Services enable or assist the Customer to access the website content of third parties via third-party websites, it does so solely at its own risk, and that the Customer will comply with the relevant third party's website terms and conditions and privacy policy prior to using the Services in connection with the relevant third- party website; and
 - 5.1.5 that in its use of the Services and the performance of this Subscription Agreement, it will not infringe, and not do anything that causes Ezekia to infringe, the intellectual property rights of any third party.
- 5.2 The Customer shall defend, indemnify and hold harmless Ezekia against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any breach by the Customer of this Subscription Agreement (including without limitation the obligations set out in Clause 5.1 above), provided that:

- 5.2.1 the Customer is given prompt notice of any such claim;
- 5.2.2 Ezekia provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the request and expense of the Customer; and
- 5.2.3 the Customer is given sole authority to defend or settle the claim.

The Customer shall take out insurance sufficient to cover any payment that may be required under this indemnity, and produce such evidence of cover as Ezekia may reasonably require from time to time.

- 5.3 In the event that Ezekia requires the decision, approval, consent or any other communication from the Customer in order to continue with the provision of the Services or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.

6 Disclaimers

- 6.1 The Platform and the Service are provided “as is”, and Ezekia makes no representation and gives no warranty:
 - 6.1.1 that they will meet the Customer’s requirements;
 - 6.1.2 that they will be of satisfactory quality or fit for a particular purpose;
 - 6.1.3 that they will be compatible with the Customer’s own computer systems;
 - 6.1.4 that their use will be uninterrupted or error-free;
 - 6.1.5 that the information they contain will be accurate or up to date; or
 - 6.1.6 that the Customer’s use of them will generate any specific results;and all such express or implied warranties are hereby excluded to the fullest extent permitted by law.
- 6.2 Ezekia makes no representation and gives no warranty in relation to or on behalf of Candidates, including without limitation the quality or accuracy of the Candidate Data.
- 6.3 No part of the Website is intended to constitute advice and should not be relied upon when making any decisions or taking any action of any kind.
- 6.4 Whilst Ezekia uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, Ezekia accepts no liability for damage or loss caused by any security breach, error or malwares including but limited to any form of cyber-attack or hacking. The Customer is responsible for its own internet security and that of its computer systems.
- 6.5 Ezekia accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state- mandated censorship.

7 Limitation of Liability

- 7.1 Neither party limits its liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.
- 7.2 Subject to Clause 7.1, Ezekia will not be liable to the Customer for any indirect, special or consequential loss or damage.
- 7.3 Subject to Clauses 7.1 and 7.2, the aggregate liability of Ezekia to the Customer in respect of the subject-matter of this Subscription Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of (a) £100 (one hundred pounds) and (b) the equivalent of 1 month's Fees.

8 Confidentiality

- 8.1 Each Party undertakes that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Subscription Agreement and for 2 years after its termination:
 - 8.1.1 keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Subscription Agreement; and
 - 8.1.4 ensure that none of its directors, officers, employees, agents, sub- contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.3 above.
- 8.2 Either Party may:
 - 8.2.1 disclose any Confidential Information (other than Personal Data, the use and disclosure of which is subject to Schedule 3 (Data Protection Obligations)) to:
 - 8.2.1.1 any sub-contractor or supplier of that Party;
 - 8.2.1.2 any governmental or other authority or regulatory body; or
 - 8.2.1.3 any employee or officer of that Party or of any of the above persons, parties or bodies; and
 - 8.2.2 use any such Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Subscription Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 8.3 The provisions of this Clause 8 shall continue in force in accordance with their terms, notwithstanding the termination of this Subscription Agreement for any reason.

9 Data Protection

The parties undertake to comply with the requirements set out in Schedule 3 (Data Protection Obligations) with regard to the use of any Personal Data to which they have access in the course of providing or using the Services.

10 Force Majeure

No Party to this Subscription Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

11 Term and Termination

- 11.1 This Subscription Agreement shall come into force upon acceptance by the Customer via the Website and shall continue until terminated subject to the provisions of this Clause 11.
- 11.2 Either Party shall have the right, to terminate this Subscription Agreement by giving not less than 30 days written notice to the other Party at any time.
- 11.3 Either Party may immediately terminate this Subscription Agreement by giving written notice to the other Party if:
 - 11.3.1 any sum owing to that Party by the other Party under any of the provisions of this Subscription Agreement is not paid within 5 Business Days of the due date for payment;
 - 11.3.2 the other Party commits any other breach of any of the provisions of this Subscription Agreement and, if the breach is capable of remedy, fails to remedy it within 3 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 11.3.3 a receiver is appointed, of any of the property or assets of that other Party;
 - 11.3.4 the other Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 11.3.5 the other Party, has a bankruptcy order made against it or, goes into liquidation;
 - 11.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party; or
 - 11.3.7 that other Party ceases, or threatens to cease, to carry on business.
- 11.4 The rights to terminate this Subscription Agreement given by this Clause 11 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12 Effects of Termination

- 12.1 Upon the termination of this Subscription Agreement for any reason:
 - 12.1.1 any sum owing by either Party to the other under any of the provisions of this Subscription Agreement shall become immediately due and payable;
 - 12.1.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Subscription Agreement shall remain in full force

and effect (including for the avoidance of doubt the provisions of Clause 9 and Schedule 3 (Data Protection Obligations));

12.1.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Subscription Agreement which existed at or before the date of termination;

12.1.4 The Customer shall immediately cease to use, either directly or indirectly, any Intellectual Property Rights of Ezekia or its third party licensors.

12.2 Except as provided in elsewhere in this Clause 12, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other after expiry or termination of this Subscription Agreement.

13 No Waiver

No failure or delay by either Party in exercising any of its rights under this Subscription Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Subscription Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14 Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Subscription Agreement or any other agreement at any time.

15 Assignment and Sub-Contracting

15.1 Neither Party may assign any of its obligations under this Subscription Agreement without the written consent of the other Party, such consent not to be unreasonably withheld.

15.2 Ezekia shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other group member or sub-contractor shall, for the purposes of this Subscription Agreement, be deemed to be an act or omission of Ezekia.

16 Publicity

The Customer agrees that Ezekia may use the Customer's name and logo on the Website, and otherwise to publicise the fact that the Customer is a subscriber to Ezekia.

17 Relationship of the Parties

Nothing in this Subscription Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Subscription Agreement.

18 Non-Solicitation

Neither Party shall, for so long as this Subscription Agreement remains in force and for a period of 1 year after its expiry or termination, employ or contract the services of any person who is or was

employed or otherwise engaged by the other Party at any time in relation to this Subscription Agreement.

19 Third Party Rights

- 19.1 No part of this Subscription Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Subscription Agreement.
- 19.2 Subject to Clause 15 (Assignment and Sub-contracting), this Subscription Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

20 Notices

All notices or other communications relating to the subject-matter of this Subscription Agreement shall be given:

- 20.1 in the case of communications from the Customer to Ezekia, by email to info@ezekia.com; and
- 20.2 in the case of communications from Ezekia to the Customer, by email to the email address provided by the Customer at the time of registration.

Such notice will be deemed received the day of sending if the email is received in full on a Business Day (meaning between the hours of 0900 to 1700), and on the next Business Day if the email is sent on a weekend or public holiday.

21 Variation

- 21.1 Ezekia reserves the right (a) to modify the terms and conditions of this Subscription Agreement, and (b) to modify the Services, at any time and for any reason.
- 21.2 Ezekia shall be obliged to provide notice of any such modification, using any of the following means (in the sole discretion of Ezekia):
- 21.2.1 by sending an email notifying the Customer of the modification; and/or
- 21.2.2 by putting a message on the Website (for example, by means of a pop-up or message bar).
- 21.3 If the Customer objects to any such modification, the Customer is free to terminate this Subscription Agreement by giving notice under Clause 11. By continuing to use the Platform or the Services after Ezekia has given effect to the relevant changes, the Customer will be deemed to have accepted the updated terms and conditions or the Services, as so modified.

22 Entire Agreement

- 22.1 This Subscription Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

22.2 Each Party acknowledges that, in entering into this Subscription Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Subscription Agreement, and all conditions,

23 Law and Jurisdiction

This Subscription Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties hereby irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

Specification of Services

1. Service Overview

1.1 Ezekia provides the following services under this Subscription Agreement:

- 1.1.1 Access to the database of professional profiles that are self-managed by Candidates who have registered with the Ezekia website for the purposes of sharing their professional profile with selected Customers (the “**General Database**”), as described in more detail in Section 2;
- 1.1.2 Use of capacity on the Ezekia platform for the purposes of storage by the Customer of professional profiles relating to their own Candidate and Client contacts (the “**Private Database**”), as described in more detail in Section 3; and
- 1.1.3 Use of Software Tools to help the Customer manage its work, as described in more detail in Section 4.

2 Access to and use of the General Database

- 2.1 Candidates who have registered with the Not Actively Looking website can add or update their profile to include recent employment history, other CV data (e.g. key achievements), personal details and other relevant information. Candidates can amend or update that profile information at any time. The profile information is stored in the General Database part of the confidential online platform managed by Not Actively Looking, and can be viewed only by Customers with whom the Candidate has specifically chosen to connect.
- 2.2 Candidates are required to indicate their marketing preferences by stating what kinds of communications they are willing to receive from Customers. These fall into three categories:
 - 2.2.1 **Opportunity communications.** By ticking this box, the Candidate is indicating that they are willing to be emailed or called by the Customer to find out (a) whether they would be interested in a particular role themselves, and (b) if not, whether they can suggest other possible candidates for the particular role (e.g. ex-colleagues or industry contacts).
 - 2.2.2 **Network communications.** By ticking this box, the Candidate is indicating that they are willing to be emailed or called by the Customer (a) to find out whether they can suggest other possible candidates for a particular role (e.g. ex-colleagues or industry contacts), (b) to comment on a particular person who is an active candidate, and/or (c) to assist the Customer in building its knowledge and contacts in a particular area (e.g. industry sector).
 - 2.2.3 **General marketing communications.** By ticking this box, the Candidate is indicating that they are willing to be emailed or called by the Customer by way of general marketing communications (e.g. Christmas cards or invitations to industry events).

These preferences will be visible to the Customer, and the Customer must not email or telephone Candidates in the General Database except in accordance with the marketing preferences that they have indicated.

- 2.3 All Customers using the Website must create a firm profile on the Ezekia Platform so that Candidates wishing to connect with appropriate Customers can identify the areas of specialism or expertise of a particular firm.
- 2.4 Ezekia will provide the Customer with access to the General Database to search for potential candidates, and to retrieve relevant data relating to individual Candidates who have connected to the Customer.
- 2.5 Candidates who have chosen to connect with the Customer will be visible to the Customer.
- 2.6 Candidates who have not yet connected with the Customer will appear as anonymous profiles in any search results. Candidates who appear in this way can be invited to connect with the Customer.
- 2.7 The Customer can add notes, tags and/or attachments to a particular Candidate's record. These notes, tags and attachments are only visible to the Customer that adds them, and not to other Customers.
- 2.8 The Customer can message Candidates through the Ezekia Platform. This facility is available whether or not the relevant Candidate has connected with the Customer.
- 2.9 The Customer can take a "snapshot" of its General Database connections at any time, and download this information.

3 Access to and use of the Private Database

- 3.1 The Customer can use the Website to compile and manage a 'private' database of its own executive contacts. This private database will be visible only to the individual Customer, and not to other users of the Platform.
- 3.2 The Customer can upload or transfer records to the Private Database, either as a single record or in bulk.
- 3.3 Individual records can be created by the Customer, even where there is no CV or resume linked to the record.
- 3.4 The Customer is responsible for managing any personal data provided by executives (whether their own contacts or contacts made using the General Database) or uploaded by the Customer in a manner which is fully consistent with data privacy regulations.
- 3.5 If the Customer decides to move the information stored in the Private Database from Ezekia to another platform, then Ezekia will delete the relevant profile information.
- 3.6 The Customer can take a "snapshot" of its Private Database connections at any time, and download this information.

4 Access to and use of Software Tools

- 4.1 Ezekia will make available to the Customer an integrated suite of tools to support the Customer's client activity, which may be added to or altered from time to time, but which include the following modules:
 - 4.1.1 the Search module, described in more detail in Section 4.2;
 - 4.1.2 the Assignment Manager module, described in more detail in Section 4.3;

- 4.1.3 the Client Manager module, described in more detail in Section 4.4; and
- 4.1.4 the Business Development Manager module, described in more detail in Section 4.5.
- 4.2 The Search module enables the Customer to search the General Database and the Private Database in order to identify Candidates with whom they are connected, or with whom they wish to connect by sending an invitation.
- 4.3 The Assignment Manager module enables the Customer to create and manage executive search assignments. It allows the Customer to create a client record, specify tasks relating to the assignment, link executives (potential candidates) to the assignment record, and to manage all aspects of the assignment from set up through to completion.
- 4.4 The Client Manager module enables the Customer to identify all activity relating to a client including a record of all past and current assignments (via Assignment Manager).
- 4.5 The Business Development Manager module allows the Customer to track business development activity (calls, meetings, etc.) with potential clients.
- 4.6 Ezekia uses Machine Learning tools to predict contact email addresses for potential contacts by using the email address format of existing contact information in the Database. The Customer can access these email addresses unless it opts out of this service.

SCHEDULE 2

Fees

Schedule 2 will be sent to you in a separate addendum.

In the addendum, we will specify the costs.

SCHEDULE 3

Data Protection Obligations

1. Introduction

- 1.1 In this Schedule, the expressions “Personal Data”, “Data Subject”, “Process”, “Controller” and “Processor” have the meanings assigned in the General Data Protection Regulation (“GDPR”).
- 1.2 The parties’ respective obligations with regard to Personal Data contained in Candidate profiles in the General Database are set out in Section 2 of this Schedule.
- 1.3 The parties’ respective obligations with regard to Personal Data contained in Candidate profiles and Client contact information in the Private Database are set out in Section 3 of this Schedule.
- 1.4 The following particulars of the processing of Personal Data by each party under this Subscription Agreement are set out in Appendix 1 to this Schedule:
 - 1.4.1 the subject-matter and duration of the processing;
 - 1.4.2 the nature and purpose of the processing; and
 - 1.4.3 the type of Personal Data and categories of Data Subject.
- 1.5 The obligations and rights of each party with regard to Personal Data held in the Website are set out in Sections 2 and 3 below.
- 1.6 Ezekia is based in the UK, stores data in the UK and EU. Ezekia transfers data to sub-processors in the UK based on the data protection adequacy of the UK, or if that adequacy is discontinued, such transfer will be based on standard contractual clauses or another lawful mechanism in accordance with GDPR Chapter V and UK DPA 2018.

2 Personal Data in the General Database

- 2.1 The following provisions apply to any Personal Data provided by individual Candidates and uploaded to their profiles in the General Database (“NAL Candidate Personal Data”).
- 2.2 The Customer acknowledges that Candidates may allow the Customer to view their Personal Data as part of the Service, but that it may not be used for any other purpose.
- 2.3 The Customer acknowledges that once it has downloaded, copied or otherwise processed NAL Candidate Personal Data in any way, the Customer itself will become Controller in respect of that NAL Candidate Personal Data, and must treat it in all respects in accordance with the General Data Protection Regulation and any other applicable laws relating to data protection and privacy. These include, for example:
 - 2.3.1 notifying the relevant Data Subject of their rights under the GDPR;
 - 2.3.2 ensuring that any person authorised by the Customer to Process the relevant Personal Data are bound by appropriate obligations of confidentiality; and
 - 2.3.3 implementing appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the Processing.

- 2.4 The Customer acknowledges that if the Candidate makes a subject access request in relation to any NAL Candidate Personal Data that the Customer holds, then it must disclose not only the NAL Candidate Personal Data itself but may also be required to disclose any notes or comments regarding the Candidate created by the Customer according to applicable law, and in accordance with the timescales described in the General Data Protection Regulation.
- 2.5 The Customer undertakes to notify (i) the Candidate and (ii) Ezekia immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to, breach or destruction of NAL Candidate Personal Data.

3 Personal Data in the Private Database

- 3.1 The following provisions apply to any Personal Data contained within the Candidate profiles in the Private Database (“Customer Candidate Personal Data”), and Client information in the Private Database (“Customer Client Personal Data”).
- 3.2 The parties acknowledge that the Customer is the Controller, and Ezekia is the Processor, in respect of any Customer Candidate Personal Data and Customer Client Personal Data.
- 3.3 As Processor, Ezekia undertakes:
- 3.3.1 to process the Customer Candidate Personal Data and Customer Client Personal Data only in accordance with the documented instructions of the Customer as set out in this Subscription Agreement, unless otherwise required by any European Union or Member State law to which Ezekia is subject (in which case Ezekia shall inform the Customer of that legal requirement before undertaking such processing, unless providing such information is itself prohibited by law);
 - 3.3.2 to ensure that any person authorised by Ezekia to Process the Customer Candidate Personal Data and Customer Client Personal Data is bound by appropriate obligations of confidentiality;
 - 3.3.3 to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the Processing of Customer Candidate Personal Data and Customer Client Personal Data;
 - 3.3.4 to use reasonable endeavours to assist the Customer to fulfil its obligations under the GDPR with regard to requests for the exercise of Data Subject rights, insofar as the request relates to Customer Candidate Personal Data or Customer Client Personal Data;
 - 3.3.5 to use reasonable endeavours to assist the Customer to fulfil its obligations under the GDPR with regard to the security of any processing of Customer Candidate Personal Data or Customer Client Personal Data, the notification of personal data breaches, and the conduct of data protection impact assessments;
 - 3.3.6 to delete the Customer Candidate Personal Data and Customer Client Personal Data on termination of the Subscription Agreement, unless retention is required by any European Union or Member State law; and
 - 3.3.7 to make available to the Customer all information necessary to demonstrate compliance with the above requirements, to permit the Customer to undertake audits (including inspections) conducted by the Customer itself or by a third party auditor

appointed by the Customer, and to provide reasonable assistance with such audits PROVIDED THAT (a) such audits may not be conducted more than once in any twelve month period, (b) the costs of the audit shall be borne by the Customer, (c) Ezekia may refuse audit access to any third party auditor that Ezekia reasonably regards as an actual or potential competitor, and (d) the auditor shall sign up to such confidentiality undertakings as Ezekia reasonably requires, in order to preserve the confidentiality of Ezekia's business systems and processes, security arrangements, and the Personal Data of any Candidate or Client.

- 3.4 As Controller, the Customer hereby gives its general written authorisation to Ezekia to process data in accordance with these terms, and to engage sub-processors. Details of Ezekia sub-processors will be available upon request by email .
- 3.5 Ezekia acknowledges that, with respect to the Customer Candidate Personal Data and Customer Client Personal Data, nothing in this Subscription Agreement shall relieve Ezekia from its own obligations as a Processor under the GDPR.
- 3.6 If Ezekia informs the Customer that an Executive has made a lawful data subject request in relation to any Customer Candidate Personal Data or Customer Client Personal Data, and the Customer either (a) fails to make prompt disclosure to the relevant Data Subject, or to take other steps required by the request or (b) fails to respond to Ezekia to indicate that the matter is being dealt with, in each case within 30 days of being so informed, then Ezekia may itself disclose, erase, correct, transfer or otherwise take action as required to lawfully comply, with the data subject request.

APPENDIX 1

Processing Information

Part A: NAL Candidate Personal Data

1. Subject-matter and duration of the Processing

The context for the Processing of NAL Candidate Personal Data is the provision by Ezekia of Services to individual Candidates who have signed up to the Ezekia platform. Ezekia stores their profiles in the General Database, and makes their Personal Data available only to Customers that the Candidate has specifically selected to have access.

The NAL Candidate Personal Data will be processed for as long as the relevant Candidate continues to be a member of the Ezekia service. Candidates are free to withdraw their membership at any time, in which case their profiles will cease to appear on the General Database or to be visible to the Customer via the Website.

2. Nature and purpose of the Processing

The nature and purpose of the Processing of NAL Candidate Personal Data are to allow Candidates to store and update their CV and other professional information, and for those professional profiles to be made available to Customers selected by the individual Candidates and to improve Ezekia services to all Clients.

3. Types of Personal Data and categories of Data Subject

The NAL Candidate Personal Data may consist of any or all of the following types of Personal Data, and any additional types of Personal Data forming part of the NAL Candidate Personal Data as uploaded to the Platform by the individual Candidate:

- Personal information (including name and contact details)
- Career history and achievements
- Financial details (including current salary, bonuses or other compensation, and future expectations)
- Education history and details
- Visual images, personal appearance and behaviour

Ezekia may additionally Process Personal Data relating to the following categories of Data Subject, and any additional types of Data Subject who subscribe to the Ezekia service and upload their Personal Data to the Platform:

- Executives engaged in an active job search
- Executives not engaged in an active job search, but who may wish to do so in the future

Part B: Customer Candidate Personal Data

4. Subject-matter and duration of the Processing

The context for the Processing of Customer Candidate Personal Data is the provision by Ezekia of the Services under the Subscription Agreement, and specifically the access and use of the Private Database described in Section 3 of Schedule 1 (Service Description). This involves performance of data storage and processing on behalf of the Customer in relation to the profiles of Candidates who are the Customer's own contacts.

The Customer Candidate Personal Data will be processed for as long as the Subscription Agreement remains in force. The Customer can delete Customer Candidate Personal Data from the Private Database at any time.

5. Nature and purpose of the Processing

The nature and purpose of the Processing of Customer Candidate Personal Data to be carried out by Ezekia on behalf of the Customer are as set out in Section 3 of Schedule 1 (Service Description), and may include any or all of the following purposes, and any additional or different purposes:

- to enable the Customer to store records relating to its own candidates in a secure manner; and
- to enable the Customer to search and update those records from time to time using tools provided by Ezekia.

6. Types of Personal Data and categories of Data Subject

Ezekia may Process any or all of the following types of Personal Data, and any additional types of Personal Data forming part of the Customer Candidate Personal Data as uploaded to the Platform by the Customer:

- Personal information (including name and contact details)
- Career history and achievements
- Financial details (including current salary, bonuses or other compensation, and future expectations)
- Education history and details
- Visual images, personal appearance and behaviour

Ezekia may Process Personal Data relating to the following categories of Data Subject, and any additional types of Data Subject whose Personal Data forms part of the Customer Candidate Personal Data as uploaded to the Platform by the Customer:

- Existing candidates
- Historical candidates
- Prospective candidates

Part C: Customer Client Personal Data

7. Subject-matter and duration of the Processing

The context for the Processing of Customer Client Personal Data is the provision by Ezekia of the Services under the Subscription Agreement. This involves performance of data storage and processing on behalf of the Customer in relation to the profiles of Clients who are the Customer's contacts for management and business development purposes.

The Customer Client Personal Data will be processed for as long as the Subscription Agreement remains in force. The Customer can delete Customer Client Personal Data from the Private Database at any time.

8. Nature and purpose of the Processing

The nature and purpose of the Processing of Customer Client Personal Data to be carried out by Ezekia on behalf of the Customer are as set out in Section 3 of Schedule 1 (Service Description), and may include any or all of the following purposes, and any additional or different purposes:

- to enable the Customer to store records relating to its Clients in a secure manner;
- to enable Ezekia to predict corporate email addresses of potential contacts in Client companies, based on existing Client email addresses in the Database to improve service for all Ezekia Clients; and
- to enable the Customer to search and update those records from time to time, and to manage its business, using tools provided by Ezekia.

9. Types of Personal Data and categories of Data Subject

Ezekia may Process any or all of the following types of Personal Data, and any additional types of Personal Data forming part of the Customer Client Personal Data as uploaded to the Platform by the Customer:

- Personal information (including name and contact details)
- Job title
- Past and present employers
- Past, current and potential assignments to be conducted on behalf of the Client
- Visual images, personal appearance and behaviour

Ezekia may Process Personal Data relating to the following categories of Data Subject, and any additional types of Data Subject whose Personal Data forms part of the Customer Client Personal Data as uploaded to the Platform by the Customer:

- Existing Clients
- Historical Clients
- Prospective Clients

Clients can, at any time, choose to opt-out of the service enabling email address prediction from Client contact information. In doing so, Ezekia will not process the Client's email address for this purpose and the Client will not be able to access this part of the service.