

# PRACTITIONER AGREEMENT

Updated May 8, 2024

This Practitioner Agreement (“**Agreement**”) is entered as of the date it is accepted (the “Effective Date”) and is by and between Conscious Leadership, LLC (“**Leadership Circle**” or “**LC**”), and any person or entity that completes the registration process to become a Leadership Circle Practitioner as defined herein and selects “I AGREE” to accept the terms of this Agreement (the “**Practitioner**”), each referred to herein as a “Party” and collectively as the “Parties.” The defined terms within this Agreement shall have the meaning assigned to them in Exhibit B attached to this Agreement.

This Agreement will also apply to any wholly-owned subsidiary of LC. Wholly-owned subsidiaries of LC include but are not limited to: Leadership Circle, LLC; Full Circle Group North America, LLC; Evolving Conscious Leadership Ltd Pty; Full Circle Group Asia Pacific Pty Ltd; The Leadership Circle Asia Pacific Pty Ltd; The Leadership Circle SL; and Leadership Circle Shanghai Consultancy Co., Ltd.

## PREAMBLE

Certification in the Leadership Circle Profile (“LCP”) serves to equip qualified Practitioners with the tools and knowledge needed to effectively support their clients and employees who will participate in the 360° assessment process. Through LCP certification, we provide access to a suite of related material, models, service content, products, and framework—powerful resources for leadership development and assessment.

Certification ensures Practitioners can interpret and apply our methodology accurately and with confidence. We want to ensure that our methodology is used in a way that brings about meaningful and positive results for participants. Through our certification process, we verify the intricacies of the LCP are understood and that the Certified Practitioners have the skills to apply the LCP methodology in a manner that aligns with our principles and goals. This safeguards the quality of our methodology's implementation and enhances the overall experience for the leaders and organizations we serve.

Ultimately, our commitment to certification underscores our dedication to the success of all practitioners in utilizing the model and tools effectively with the individuals and organizations they serve. We aim for nothing less than transformative leadership development experiences that drive lasting impact.

The following agreement is written in the spirit of establishing clear expectations for your ongoing use of the Leadership Circle Profile as a Certified Practitioner. Leadership Circle holds relationships with Certified Practitioners with great care and strive to offer Certified Practitioners:

- access to the latest LC models, content and frameworks
- a reliable and secure assessment management platform
- world-class customer support for your clients
- support for complex or unusual LCP-related client requests

As a Certified Practitioner, our goal is that you are able to confidently and competently use the LCP assessment and related collateral with your clients. The following agreement is intended to both foster and govern such use using mutually agreeable terms, respecting ownership wholly maintained by Leadership Circle.

## RECITALS

WHEREAS, LC creates and distributes learning and development methodologies, assessments, materials and software, and provides consulting, coaching, workshops, and related services; and

WHEREAS, pursuant to the terms and conditions of this Agreement, LC desires to recognize Practitioner as an independent contractor and consultant to distribute, provide, and support such methodologies, assessments, materials, software, and services; and

WHEREAS, Practitioner desires to distribute, represent, sell, provide, and support such methodologies, assessments, materials, software, and services with its Clients;

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

### 1) TITLE AND OWNERSHIP

**A) Grant to Practitioner.** LC hereby grants to Practitioner, in accordance with the terms and conditions set forth in this Agreement as well as the License Agreement attached as Exhibit A, a revocable, nonexclusive, non-transferable, limited license to use the Deliverables solely for the training of the number of employees or contractors of either Practitioner or Practitioner's Customers corresponding to the number of Client Deliverables purchased. Practitioner shall take all actions to ensure that Practitioner's Customers and Clients understand that they are subject to the restrictions of the license granted to Practitioner hereunder and must comply with such restrictions. No ownership of Intellectual Property rights to the Deliverables are granted to Practitioner or their Clients and Customers. Practitioner agrees to the following provisions relating specifically to this grant:

- a) Practitioner may sub-license Deliverables to Customers as detailed in this Agreement only; no other sub-license may be granted. It is advised by LC that Practitioner agrees to obtain a signed license agreement in order to sublicense Deliverables to Customers in accordance with this Agreement.

- b) In consideration of this grant, Practitioner agrees to make payments as described in this Agreement.

**B) Practitioner hereby acknowledges and agrees that:**

- a) the Deliverables and all supporting documentation are only licensed to Practitioner for use under the terms of this Agreement.
- b) all LC Deliverables, including but not limited to models, content and frameworks shared during the certification experience as part of (1) selling and/or (2) delivering an LCP-related Coaching session represent the Intellectual Property owned by LC. Certain limitations govern the use of said Deliverables, and/or the creation of derivative or related Deliverables. These include, but are not limited to:
  - (i) Practitioner has access to LC-created Deliverables that Practitioner may use in Practitioner's business development activities as outlined in the Leadership Circle Marketing Guidelines.
  - (ii) Unless specifically sanctioned in the aforementioned guide, Practitioner does not have the right to create derivative works, content or documentation that refers to a LC Deliverable without specific written permission from LC and, if derivative works are approved, they shall become the Intellectual Property of LC.
    - (a) Derivative works include but are not limited to translations, adaptations of any kind, customizations, industry or market segment versions, use of any portions or components of the Deliverables alone or in other products, and any other modifications to or use of material contained in the Deliverables.
    - (b) If Practitioner's usage will fall outside the use cases described in the Leadership Circle Marketing Guidelines, formal written approval is required from LC. Questions about appropriate use of LC Intellectual Property and Deliverables and/or requests for written approval may be submitted to [channel@leadershipcircle.com](mailto:channel@leadershipcircle.com). Request submission is not a guarantee of approval.
- c) LC's ownership of Deliverables must be clearly attributed in writing wherever used.
- d) Any reference in this Agreement or any other documents or communications between the Parties to sell, resell, sale, resale, purchase, buy or similar terms as applied to any Deliverable shall refer to the license described herein or the authorization or right to access or use the Deliverable, and will not purport to grant any copyright or other intellectual property right in or to the Deliverables.
- e) If Practitioner fails to follow and maintain the standards and practices outlined in this Agreement then Practitioner may be subject to disciplinary action, including but not limited to forfeiture of certification, revocation of the license granted hereunder and/or legal action.

## **2) PRACTITIONER OBLIGATIONS**

**A) Representation.** Practitioner acknowledges and agrees that its actions and inactions with Prospects and Customers, and its ongoing Customer support and service affect the reputation and business of LC and Practitioner agrees to conduct its business in a manner that reflects favorably on LC. Continued material Customer complaints or dissatisfaction with Practitioner activities will be considered a breach of this Agreement.

- a) Practitioner represents, warrants, and covenants to LC that all advertising and marketing materials and communications that are developed and distributed by Practitioner relating to LC and Deliverables will be accurate and truthful in all respects.
- b) Practitioner will not represent or imply that it is LC or part of LC or acting in any relationship other than as an independent contractor certified by LC. Nothing in this Agreement shall be construed to make Practitioner an employee of LC. Practitioner further agrees that nothing in this Agreement gives Practitioner the right to bind LC to any obligation.

**B) Deliverable Integrity.** Practitioner shall ensure that the integrity of the Deliverables is retained and that all Deliverables designed to be used in combination are included in each Customer implementation.

- a) Practitioner shall not license or apply to be licensed any Deliverables or variants thereof, models, frameworks, ideas, concepts, products, brands, trademarks, copyrights, domain names, patent, copyright, trade dress, industrial design and trade names that could be reasonably conflated with Intellectual Property of LC.
- b) **Leadership Circle Profile: Appropriate Use, Confidentiality and Ownership**
  - (i) Individual LCPs are for confidential, professional developmental purposes of individual Clients and are NOT to be used in personnel decisions, including entry into internal selection succession pools, hiring, firing decisions, etc.
  - (ii) Practitioner understands that the LCP and Feedback Report created for a Client belong to that Client and not to the Customer which employs the Client. The LCP and Feedback Report may not be shared with the Customer or anyone else by Practitioner without the express written permission of the specific Client.

**C) LC Certification**

- a) To become a Certified Practitioner, a Coach will be required to satisfactorily complete the then-current certification process as prescribed by LC. LC reserves the sole right to determine and modify the requirements for such a process and satisfactory completion.
- b) A Certified Practitioner is authorized to debrief an LCP or *Leadership Circle Profile Manager Edition* [LCP ME] one at a time. A Certified Practitioner may facilitate “orientation debriefs,” group debriefs and other group programs for building context and exploring results, but the Certified Practitioner must be sure not to divulge individual LCP results (see Section 2.B.b.i-ii of this Agreement).
  - (i) Standard certification includes no entitlement to instruct or certify others to conduct LC debriefs.

- (ii) A Practitioner who has received LC's Collective Leadership Assessment certification may debrief respective group participants in a group setting, according to the dictates of that certification.
- c) **Use of Coaches.** Practitioner shall not appoint, hire, or otherwise engage any person to coach and/or deliver LC Deliverables who is not a Certified Practitioner. Likewise, Practitioner shall not authorize or encourage a Customer to appoint, hire, or otherwise engage any person to coach and/or deliver LC Deliverables who is not a Certified Practitioner.
- d) **Certification Maintenance.**
  - (i) To ensure the ideal Client experience, it is imperative that Practitioner has a working knowledge of the latest LC Deliverables. As such, LC may implement minimum standards of coaching engagement to maintain an active LC certification.
  - (ii) **INCOMPLETE CERTIFICATION.**
    - (a) Some certification candidates complete the facilitated certification course but not the post-course work. In the event Practitioner does not finish the LC certification requirements within three months of completing the facilitated certification sessions, at LC's sole discretion Practitioner may be required to complete additional training to receive a certification credential.
    - (b) After 12 months of incompleteness, Practitioner will forfeit the certification credential and will be required to recertify. Completion of all requirements is solely the responsibility of Practitioner.
- D) Third Party Infringement.** Practitioner shall notify LC promptly of any infringement of any other Intellectual Property or other proprietary rights relating to any Deliverables. LC may, in its sole discretion, take or not take any action it believes is appropriate in connection with any such infringement. If LC elects to take any such action, Practitioner agrees to reasonably cooperate, at no expense to Practitioner, in connection therewith. If LC initiates and prosecutes any action with respect to infringement of any Intellectual Property or other proprietary rights relating to any Deliverables, LC shall be entitled to retain all amounts (including court costs and attorneys' fees) awarded by way of judgment, settlement, or compromise with respect thereto.
- E) Insurance.** LC encourages Practitioner to maintain sufficient insurance for general liability, cyber liability, and professional liability; LC may upon notice require Practitioner to carry insurance and name LC as an additional insured.
- F) Marketing, Selling, and Servicing Prospects and Customers.** If applicable and except as specified elsewhere in this Agreement or as otherwise agreed in writing with LC, Practitioner acknowledges and agrees that it is solely responsible for the marketing, selling, and contracting of its Prospects and Customers with respect to all Deliverables. This responsibility will be performed in accordance with the terms and conditions of this Agreement and includes, but is not limited to, the following:



- a) **Marketing and Selling.** Practitioner is primarily responsible for its own efforts in marketing and selling the Deliverables. Any sales or marketing resources, training, or support from LC are elective and at the sole discretion of LC.
- b) **Customer Support.** Practitioner is wholly responsible for providing all pre-sale and post-sale implementation support for Deliverables. This includes but is not limited to Customer/Client training, demonstrations, registrations, software configuration and administration, implementation planning, and communications. Except where specifically contracted any customer support offered by LC will be considered additive to this agreement and may incur additional fees.
- c) **Customer Contracting, Invoicing, and Collection.** Practitioner is solely responsible for contracting with Customer, invoicing Customer for all Deliverables, and collecting invoiced amounts from Customer. All Practitioner agreements and contracts with Customers will be in accordance with the terms and conditions of this Agreement. Practitioner is solely responsible to ensure Practitioner's client agreement provides the terms and conditions necessary to provide adequate legal protections in his/her legal jurisdiction.
- d) **Production and Delivery of Deliverables.** All multi-rater or self-rater surveys will be ordered from LC, in accordance with then-current ordering procedures as specified from time to time by LC.
  - (i) **LCP Reports.** If printed copies of completed survey reports are required, it is the responsibility of Practitioner to have such reports printed and bound to meet LC quality specifications and to have them delivered to the respective Customer or Client as the case may be. All costs for printing and delivery are to be borne by Practitioner.
    - (a) Only Practitioner is authorized to order LC Deliverables.
    - (b) Practitioner may delegate ordering responsibilities to Support Personnel, provided that Support Personnel is subject to the same obligations, duties, and limitations found in this Agreement.
    - (c) Any actions taken by Practitioner's Support Personnel will be deemed completed by the Practitioner.
    - (d) Practitioner (and Practitioner's Support Personnel, if applicable) will be provided with a unique login to LC Project Center and are only authorized to place orders under their unique login. Any order placed using another user's login information is considered a security breach and will be treated accordingly.
    - (e) Any Support Personnel must be engaged via a written contract in compliance with Exhibit C, the Data Processing Agreement.
  - (ii) **Materials sourcing.**
    - (a) Practitioner may provide the authorized Deliverables as received via LC's online assessment management platform. This option is included in the standard participant fee.

- (b) Any LC Deliverables produced or printed by Practitioner will be of the same quality and physical configuration as those produced by LC and will contain the LC trademarks and credits. Any variance must be approved in writing by LC.
- (c) Practitioner will obtain a copy of the LCP Interpretation Manual by either printing the PDF document version provided by LC or by purchasing the LCP Interpretation Manual from LC at the then current rate. Practitioner will be responsible for all related shipping fees.

**G) Data Security and Data Privacy.**

- a) Practitioner agrees to maintain industry standard data security, including complying with any laws that may govern the use of personal data. Practitioner further agrees and understands that Practitioner may be required to enter additional agreements as deemed necessary by LC as part of this compliance.
- b) Practitioner agrees to be bound by the Data Processing Agreement (“DPA”) attached to this Agreement as Exhibit C.
  - (i) The terms of Exhibit C may be modified from time to time, as required by changing data security and privacy practices and legal requirements.
  - (ii) Practitioner agrees to notify LC if at any time it becomes unable to perform its duties under Exhibit C or a subsequent version of the Data Processing Agreement.
- c) Practitioner understands that, if it cannot fulfill or fails to fulfill the requirements of this or a subsequent DPA, it may be grounds for the termination of this Agreement. Practitioner further understands that if it fails to sign or agree to any other additional requirements or documents related to privacy that LC requires of Practitioner that LC may terminate this Agreement.
- d) **Consent for Disclosure of Certification Status:** Practitioner gives consent to LC that in the event a third party inquires about the Practitioner's certification status with LC, LC is authorized to confirm and share such certification status with the requestor. This consent is given freely and without reservation by the Practitioner as part of this Agreement.

**3) LC OBLIGATIONS**

**A) Marketing Support.**

- a) LC authorizes Practitioner to use the LC Intellectual Property in a manner and in a media approved in writing by LC, provided that all such use of LC Intellectual Property shall identify LC as the sole owner and creator of all Deliverables and Intellectual Property associated therewith.
- b) Once Practitioner receives a certificate of completion from LC, then LC authorizes Practitioner to represent that it is a "Leadership Circle Practitioner" or "Leadership Circle Certified Practitioner" or "Leadership Circle Certified Coach" in a manner

approved in writing by LC. Such representation may only be used in connection with the marketing and distribution of Deliverables.

- c) LC will make available to Practitioner electronic copies of LC Deliverables, marketing collateral and promotional materials that LC generally makes available to its LC Representatives. Practitioner may reproduce these materials as reasonably required, but only in connection with those promotional, advertising, sales, and marketing activities relating to Deliverables and LC. Printed materials may be available for a fee. Price quotes for printed materials may be requested by emailing [channel@leadershipcircle.com](mailto:channel@leadershipcircle.com).
- d) LC may, at any time, modify its requirements limiting or controlling how LC's Intellectual Property is used and Practitioner will comply with any such modification to a style guide, intellectual property use policy or any other use policy, as may be determined by LC in its sole discretion.

**B) Sales Training and Sales Call Support.**

- a) If applicable and from time to time, LC will provide sales and delivery training to Practitioner at times, in locations, and in a manner suitable to both Parties. These training opportunities may include both/either complimentary and/or paid options.
- b) LC may make LC Staff available to respond to Practitioner requests for support of Practitioner events, promotional activities, and selling activities. Such assistance may be by telephone, online, or in person, as agreed by the Parties. If the Parties agree that the assistance requested will take a significant amount of LC Staff time, the Parties will agree on an appropriate fee for the services of LC Staff to be provided. Practitioner will pay all reasonable travel and related expenses of LC Staff if travel is required and approved by Practitioner.

**4) ACCOUNT PROTECTIONS (If Applicable)**

**A) Named Buying Point Rights.** Where multiple authorized LC representatives might pursue business with a common Prospect, LC may grant to LC or Practitioner certain exclusive marketing and selling rights ("Named Buying Point Rights") for such Customer ("Named Buying Point"). These Named Buying Point Rights will be related to a specific Customer, business unit, or individual(s) within an organization and such grants, modifications, terminations, and other similar actions must be in writing and/or formally approved in LC's Client Management System and can be made or terminated at any time at the sole discretion of LC and in a process to be defined solely by LC. Both Parties agree to the following initial Named Buying Point Rights:

- a) LC will:
  - (i) not knowingly attempt to market or sell to Practitioner's Named Buying Points.
  - (ii) upon discovery of overlapping specific business development (sales) activity, notify the Practitioner with the Named Buying Point rights and either:
    - (a) refer and assign leads or inquiries from Practitioner's Named Buying Points to Practitioner, or
    - (b) work with Practitioner to distinguish and further define the breadth and scope of the intended Named Buying Point.



- (i) Example: if CompanyX is a Named Buying Point for Practitioner, and LC receives a viable lead with CompanyX that is unrelated to the LC-related opportunity being managed by Practitioner, the Named Buying Point Rights may be refined to limit the breadth of protections to a specific individual, business unit, Geographic Territory, etc.
- b) Practitioner will:
  - (i) not knowingly market or sell to LC's or another practitioner's Named Buying Points.
  - (ii) upon discovery of overlapping specific business development (sales) activity:
    - (a) withdraw positioning of LC Deliverables with the Prospect, or
    - (b) notify LC and/or the LC Coach with the Named Buying Point Rights. LC will either:
      - (i) maintain and enforce the Named Buying Point Right assignment and refer and assign leads or inquiries to the LC Coach with the Named Buying Point Rights, or
      - (ii) if LC deems an opportunity to be sufficiently differentiated, LC may elect to formally distinguish and further define the breadth and scope of the initial Named Buying Point and create additional Named Buying Point(s) to ensure appropriate coverage and protections for parallel opportunities on behalf of Practitioner, LC, an/or LC Coaches.
  - (iii) request and secure Named Buying Point Rights from LC prior to offering LC Deliverables to Prospects (or its employees) where protections are essential. This both ensures a Prospect is not already an existing Named Buying Point for LC or another LC Coach and allows opportunity for differentiation, if necessary.
- B) Both Parties agree to the following additional rights and obligations:**
  - a) Because of the complexity associated with defining and managing Named Buying Points, if any Party knowingly or unknowingly violates the Named Buying Point Rights granted to LC or Practitioner, LC at its sole discretion may elect to TAKE or NOT TO TAKE action to protect the Practitioner's existing Named Buying Point Rights.
  - b) To maintain Named Buying Point Rights for a given Customer, Practitioner must demonstrate an active presence, momentum, and opportunity with the Named Buying Point, to LC's sole judgment and satisfaction.
  - c) Practitioner agrees to provide and maintain an updated sales forecast for all Named Buying Points in a format(s) to be determined by LC. LC agrees to provide reasonable notice of such formats to Practitioner.
- 5) LC'S RIGHT TO CHANGE DELIVERABLES.** LC has the right to modify, add, or discontinue Deliverables at any time with 30 days' notice to Practitioner.

## **6) FEES, PRICING, AND PAYMENTS**

### **A) Fees:**

- a) Practitioner will pay a Deliverables fee to LC on all Deliverables provided by LC for use by Practitioner's Customers or for internal use by Practitioner Support Personnel.
  - (i) At times, LC may elect to waive certain Deliverables fees related to internal training to Practitioner Support Personnel, with prior approval.
- b) **Pricing.**
  - (i) Eligible Deliverables charges are outlined in the LC Global Price List. Pricing may be updated by LC solely at its discretion and at any time. The most recent version of the LC Global Price List may be requested from [channel@leadershipcircle.com](mailto:channel@leadershipcircle.com).
  - (ii) **Pricing Exceptions.**
    - (a) **Discounts.** Practitioner may be eligible for special discounts based on sales volume, geographic location of Customers and Clients, certification level, activity level, or other performance-based achievement. Practitioner may inquire about eligibility by sending a request to [channel@leadershipcircle.com](mailto:channel@leadershipcircle.com).
    - (b) **Special Pricing.** Other than the discounts outlined in 6.A.b.ii.a, any pricing that otherwise deviates from that found in the LC Global Price List must be formalized in a Special Pricing Agreement ("SPA"). Any pricing offers extended outside of a formally executed SPA, including but not limited to verbal or email communications, are specifically inadequate and invalid without a corresponding signed SPA.
    - (c) **Regional Pricing.** At its sole discretion, LC may establish regional or country-specific pricing, in USD or another currency, to adapt and respond to underlying economic conditions of a specific LC region. By default, regional pricing is determined by Practitioner's registered address ("Default Region"); if no address is provided, the pricing detailed in the LC Global Price list prevails.
      - (i) **Exceptions to Regional Pricing.** If Practitioner purchases LC products for a Client outside of Practitioner's Default Region (an "Outside Region") and such Outside Region has pricing that is more favorable (i.e., more discounted) than the pricing of the Default Region, LC may make an exception as to such pricing if at least two of the following three activities occur in the same Outside Region: (a) selling and marketing, (b) contracting, invoicing, and payment, or (c) deliver of the Product or Services. If any sale does not meet at least two of the factors set forth in subsections (a)-(c) above, then the pricing will be Default Region pricing. Any Practitioner-requested exceptions must be approved in writing and may be requested by sending an email to [channel@leadershipcircle.com](mailto:channel@leadershipcircle.com).
    - (iii) If Practitioner purchases LC products for a Client outside of Practitioner's Default Region and such Outside Region has pricing that is less favorable (i.e., less discounted) than the pricing of the Default Region, LC may require invoicing

be adjusted to reflect the Client's regional pricing. This helps ensure market pricing integrity and avoids extending regional discounts outside the intended region. If applicable, Practitioner may unilaterally establish the prices at which it sells Deliverables to its Customers. However, if Practitioner's Customer pricing consistently falls below suggested retail pricing (i.e., is at or near wholesale pricing), Practitioner may lose eligibility for future Pricing Exceptions (as outlined in Section 6 of this agreement).

- (iv) Practitioner will pay for any shipping and handling fees (including but not limited to shipping fees, duties, levies, and taxes) related to requests from Practitioner (or Practitioner's Customers) and shipped by LC.

## **B) Payments and Payment Terms.**

- a) **Currency.** Unless otherwise specified, all prices and payments described in this Agreement shall be interpreted as being in United States Dollars ("USD").
- b) **Invoicing.**
  - (i) At LC's option, LC will either invoice Practitioner:
    - (a) at the time LCP reports and associated Deliverables are requested (i.e., payment-on-demand, or prepay); all pre-purchased assessments must be used within 12 months of purchase, or
    - (b) at the time the LCP reports and associated Deliverables are generated. This option may only be available for selected cohorts/projects.
  - (ii) for Production and delivery fees upon shipment of Deliverables.
  - (iii) for any other purchases or fees not described above, upon delivery.
  - (iv) If Customer requests LC Deliverables by way of a separate agreement with LC, the invoicing terms of that agreement shall prevail as long as Practitioner ensures the projects are set up under the corresponding account.
- c) Payment terms on invoices between the Parties will be Net 30. Any payment made that is more than ten (10) days past the payment terms date ("Late Payment") shall be subject to a finance charge of 1.5% per month or the maximum rate allowed by law, whichever is less, until paid in full.
- d) The failure of Practitioner to pay to LC any amounts due within thirty (30) days after notification of a Late Payment shall constitute a material breach of this Agreement, which shall entitle LC, in its sole discretion and in addition to any other remedies and rights, to terminate this Agreement.
- e) LC shall not be responsible for any taxes, duties, tariffs, fees, holdbacks, or similar costs ("Importation Fees") assessed upon the purchase, importation, or sale by Practitioner of the Deliverables, or upon the remittance of payments owed to LC. The amounts payable by Practitioner to LC shall not be offset by Importation Fees. In the event a government or other lawful agency requires the payment or offset of Importation Fees, Practitioner will reimburse such amounts to LC within 30 days.

## **7) TERM OF AGREEMENT AND TERMINATION**

- A)** Term. This Agreement shall be effective as of the Effective Date and shall have an initial term of approximately 12 months, continuing through the close of business on the last day of the twelfth month. Upon expiration of such term this Agreement shall automatically renew unless either Party notifies the other of its intention to not renew the Agreement. The initial term and any renewal term shall be collectively referred to as the "Term".
- B)** Should either Party commit a material breach of its obligations hereunder or should any of the representations of either Party in this Agreement prove to be untrue in any material respect, the other Party may, at its option, terminate this Agreement, by providing thirty (30) days written notice of termination which will identify and describe the basis for such termination. If, prior to the expiration of the thirty (30) day period, the defaulting Party cures such default, termination shall not take place.
- C)** Either Party hereto may, at its option and without notice, terminate this Agreement, effective immediately, should the other Party hereto: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated voluntarily bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such Party's property or providing for the liquidation of such Party's property or business affairs.
- D)** Termination of this Agreement shall not relieve either Party of the obligations incurred hereunder pursuant to Sections 9, 10, 11, 12, and 13 hereof, which sections shall survive termination.
- E)** If a termination occurs that is not the result of a breach by Practitioner or a decision by Practitioner to voluntarily terminate the Agreement in accordance with this Section, Practitioner may continue to support and provide Services past termination with respect to any Customer projects where Deliverables have been sold to a Customer under a written agreement concluded prior to termination and which are in the process of being implemented. Practitioner's right to continue such support ends once the Deliverables sold prior to termination have been delivered and implemented. Sub-licenses granted to Customers for the Deliverables will survive termination of this Agreement.
- F)** Notwithstanding anything to the contrary in this Agreement, LC may terminate this Agreement at any time without cause by giving thirty (30) days written notice to Practitioner.

## 8) RELATIONSHIP OF PARTIES

- A) In all operations hereunder, each Party shall be an independent contractor, shall conduct its business at its own cost and expense, and shall have no authority to make any agreements, representations, or warranties on behalf of the other Party. Nothing in this Agreement shall be construed as creating a partnership, franchise, or joint venture between the Parties or making either Party an agent or employee of the other, and neither Party shall hold itself out as such.
- B) Neither Party shall have the right to obligate or bind the other to any obligation in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

## 9) CONFIDENTIALITY

- A) The Parties hereby acknowledge and agree that during the Term of this Agreement, either Party may acquire Confidential Information from the other. Each recipient agrees to refrain from disclosing the other Party's Confidential Information following termination of the Agreement in a manner equal to the maintenance of its own Confidential Information. Confidential Information includes:
  - a) Information concerning either Party's business, including this Agreement and any appendices, exhibits, or modifications thereto, cost information, profits, sales information, accounting and unpublished financial information, supplier lists and supplier information, Customer lists, and Customer information;
  - b) Technical information concerning proprietary Deliverables and research, including data and specifications, diagrams, flow charts, drawings, survey and assessment results, processes, inventions, research projects, videos and video scripts, multimedia design, and development processes;
  - c) Any and all versions of proprietary software including source code, object code, design, architecture, courseware, hardware, firmware, and documentation;
  - d) Information submitted by Customers, suppliers, employees, contractors or consultants for study, evaluation or use;
  - e) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the disclosing Party's business.
- B) Notwithstanding the foregoing or anything to the contrary within this Agreement, LC may use Practitioner's Customer data as submitted through LC's assessments in aggregated and anonymized form for research and norm calculation.

## 10) REPRESENTATIONS AND LIMITATION OF LIABILITY AND INDEMNIFICATIONS

- A) **LC's Indemnity.** If notified promptly in writing of any action against Practitioner, LC agrees to indemnify, reimburse, defend, and hold Practitioner harmless (including reasonable attorneys' fees and costs, disbursements, and expenses incurred by Practitioner), from any claim, demand or judgment made, asserted, or obtained against Practitioner in connection with:



- a) LC's material breach of this Agreement
- b) LC's negligence or willful misconduct
- c) LC's infringement of any intellectual property right. LC's foregoing indemnification obligations with respect to infringement claims shall not apply to the extent applicable infringement claim is attributable to (a) Practitioner's use of applicable Deliverables in violation of the provisions of the Agreement; or (b) any modifications or alterations of applicable Deliverables by Practitioner or its designees not authorized by LC or its designees.

**B) Practitioner's Indemnity.** If notified promptly in writing of any action against LC, Practitioner agrees to indemnify, reimburse, defend, and hold LC harmless (including reasonable attorneys' fees and costs, disbursements, and expenses incurred by LC), from any claim, demand or judgment made, asserted, or obtained against LC in connection with:

- a) Practitioner's material breach of this Agreement
- b) Practitioner's negligence or willful misconduct
- c) Practitioner's infringement of any intellectual property right
- d) Practitioner's grant of a warranty, right, or other benefit to any Customer that exceeds the limited warranty, rights, and benefits set forth in this Agreement.

**C)** In the event Practitioner's Customers or Clients violate any provisions related to this Agreement, Practitioner agrees to indemnify and reimburse LC its costs (including reasonable attorneys' fees and costs, disbursements, and expenses incurred by LC) to protect its rights, prevent Customer from violating such provisions, and recover any damages incurred.

## **11) DISCLAIMERS, LIMITATION OF LIABILITY, AND WARRANTIES**

**A) Disclaimer.** WITH RESPECT TO THE DELIVERABLES DESCRIBED IN THIS AGREEMENT, LC MAKES NO WARRANTIES, REPRESENTATIONS OR PROMISES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. LC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LC SPECIFICALLY DOES NOT WARRANT THAT THE INFORMATION AND MATERIAL CONTAINED IN DELIVERABLES OR USE OF THE DELIVERABLES WILL MEET PRACTITIONER'S OR CUSTOMERS' REQUIREMENTS, OR THAT THE DELIVERY OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE DELIVERABLES WILL BE CORRECTED. FURTHERMORE, LC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF DELIVERABLES IN TERMS OF INDIVIDUAL OR ORGANIZATIONAL EFFICIENCY, PROFITABILITY, PRODUCTIVITY, CORRECTNESS, ACCURACY, RELIABILITY, SAFETY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LC, ITS AUTHORIZED REPRESENTATIVES, OR PRACTITIONER SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

**B) Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE DELIVERABLES GIVING RISE TO THE CLAIM OR LIABILITY. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF (EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS PARAGRAPH) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH. THIS PARAGRAPH DOES NOT APPLY TO AND DOES NOT LIMIT ANY LIABILITY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, OR FOR ANY UNAUTHORIZED OR UNLICENSED USE, COPYING OR DISTRIBUTION OF ANY DELIVERABLES, OR FOR BREACH OF CONFIDENTIALITY, OR FOR FAILURE TO MAKE PAYMENTS REQUIRED BY THIS AGREEMENT.

## **12) GENERAL PROVISIONS**

- A) Assignment and Successors.** This Agreement is not assignable or transferable, except in connection with any reorganization, consolidation, acquisition, sale, merger of either Party, or the acquisition of substantially all of either Party's assets. Notification of any such assignment must be made in writing by the assigning Party to the non-assigning Party at least 30 days prior to such assignment.
- B) Language.** All notices to be given under this Agreement will be in English. All documents delivered to Practitioner or LC pursuant to this Agreement will be in English, or if not in English, will be accompanied by a certified English translation. If there is any inconsistency between the English version of this Agreement and any version in any other language, the English version will prevail.
- C) Governing Law and Forum.** This Agreement shall be governed by the laws of the state of Utah without giving effect to conflict or choice of law principles. Any controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be submitted to the following procedure:
- a) direct negotiation in a settlement conference to be scheduled as soon as possible after the dispute arises;
  - b) if no resolution is reached within sixty (60) days of the settlement conference, the Parties will submit the dispute to mediation in Utah under the Rules of the Additional

Facility or under the UNCITRAL Arbitration Rules, by request of either of the Parties to the dispute, as parties subject to the United Nation Convention on the Recognition and Enforcement of Foreign Arbitral Awards, effectuated in New York, 10 June, 1958 (New York Convention);

- c) if no settlement is reached within sixty (60) days of the start of mediation, either Party may seek legal redress exclusively in the federal district or state district court sitting in Salt Lake County, Utah. The Parties agree and submit to such exclusive jurisdiction and venue; and
- d) If either Party files a lawsuit under this contract, the prevailing Party shall recover its expenses (including reasonable attorneys' fees) incurred in said action, including any appeal.

**D) Force Majeure.** Except for obligations to make payment, neither Party shall be deemed in breach of this Agreement for any failure to perform an obligation where such failure is caused by an Act of God, labor dispute or shortage, any disruption in or failure of communications, or any other circumstances or cause beyond the control of that Party.


**E) Waiver and Severability.** The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right of the Party to thereafter enforce that or any other provision. In the event that any provision of this Agreement is held to be invalid, unenforceable or illegal, the provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**F) Entire Agreement.** This Agreement: (i) represents the entire agreement between the Parties relating to the subject matter of this Agreement, (ii) supersedes all prior purchase orders, agreements, understandings, representations, and warranties applicable to the subject matter of this Agreement, and (iii) may only be amended, canceled, or rescinded by a writing signed by both Parties.

**G) Notices.** Any notice under this Agreement will be in writing and delivered in person, or by electronic transmission (email, e-signature app, or fax), courier, certified mail or registered mail. Notices will be sent to Practitioner at Practitioner's last address provided to LC and Practitioner will send notices, if any, to LC at the following address:

Leadership Circle  
Attn: Channel Partnerships  
channel@leadershipcircle.com  
132 East 14075 South, Suite 400  
Draper, Utah, USA 84020

**13) Authority to Enter into this Agreement.** Each Party warrants that it has the right and authority to enter into this Agreement, that it is under no liability, restriction, or prohibition with respect to such rights and authority, and that this Agreement does not conflict with any other contract or agreement to which it is a party. The person(s) or entity(-ies) entering



this Agreement represent that they are duly authorized to accept this Agreement for and on behalf of the Party whom they represent in this Agreement.

[CONTINUED ON NEXT PAGE]

EXHIBIT A  
LICENSE AGREEMENT

1. GRANT OF LICENSE AND RIGHTS.

LC hereby grants to Practitioner, in accordance with the terms and conditions of this Agreement, a revocable, nonexclusive, non-transferable limited license to use the Deliverables solely for the training of the number of employees or contractors of either Practitioner or Practitioner's Customers corresponding to the number of Client Deliverables purchased. Practitioner shall take all actions to ensure that Practitioner's Customers and Clients understand that they are subject to the restrictions of the license granted to Practitioner hereunder and must comply with such restrictions. No Intellectual Property rights to the Deliverables are granted to Practitioner or their Clients and Customers.

2. LICENSE RESTRICTIONS.

(a) Practitioner agrees that LC (and/or its third-party licensors) exclusively owns all copyright, title, trademarks and all other related rights and interests in and to the Deliverables, including but not limited to, designs, models, methodologies, curricula, materials, exercises, products, tools, instruments, and translations, and all other LC materials, property, and revisions thereof provided to Practitioner. Practitioner shall do nothing inconsistent with such ownership.

(b) Practitioner further agrees that it will not claim ownership rights to the Deliverables, or any derivative, compilation, sequel or series thereof, or related Intellectual Property owned by or used by LC. Practitioner agrees that nothing in this Agreement shall give Practitioner any right, title, or interest in the Deliverables other than the right to use the same in accordance with this Agreement.

(c) Practitioner shall not have any right, title or interest in the Deliverables except as expressly set forth in this Agreement.

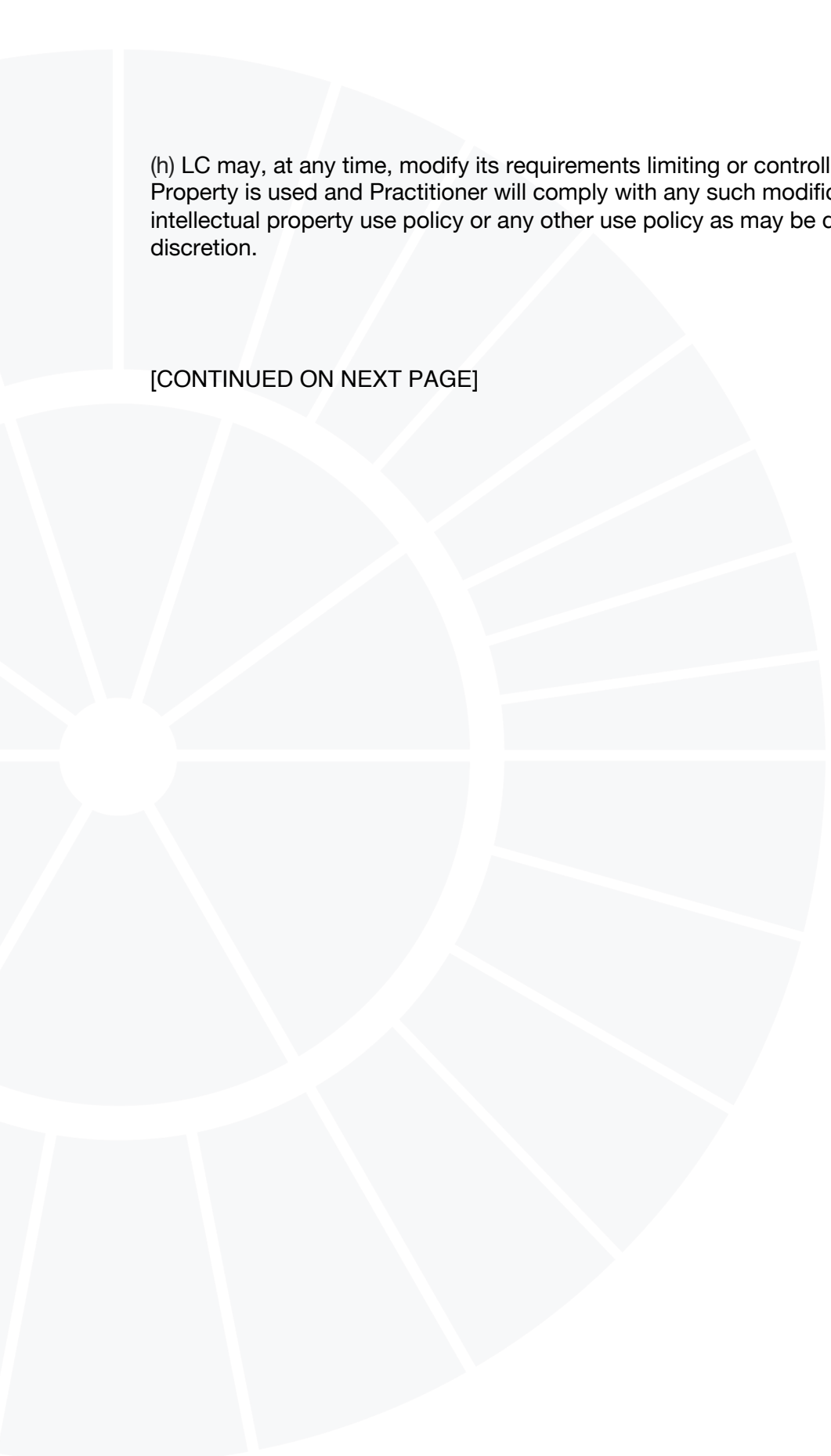
(d) Except as provided under this Agreement, Practitioner shall not sell, license, market, copy, modify, alter, supplement, reproduce, translate, or create derivative work(s) of the Deliverables or the ideas or concepts of the Deliverables without the prior written consent of LC.

(e) The unauthorized use or distribution of the Deliverables, or any part thereof, is a violation of Intellectual Property Rights and illegal and may subject the user to substantial legal and monetary damages. Practitioner will be liable for any damage resulting from any violation of the License, including any infringement of copyrights or other proprietary rights.

(f) Practitioner will not remove, obscure or modify any copyright or other ownership or proprietary rights notices included in the Deliverables. Practitioner will not re-brand the Deliverables or any part thereof. The Deliverables shall bear, at all times, the copyright and other ownership or proprietary rights notices of LC (and/or its third-party licensors).

(g) This License does not allow Practitioner to grant any sub-licenses of any kind with respect to the Deliverables, nor shall this license be assigned or transferred by Practitioner.





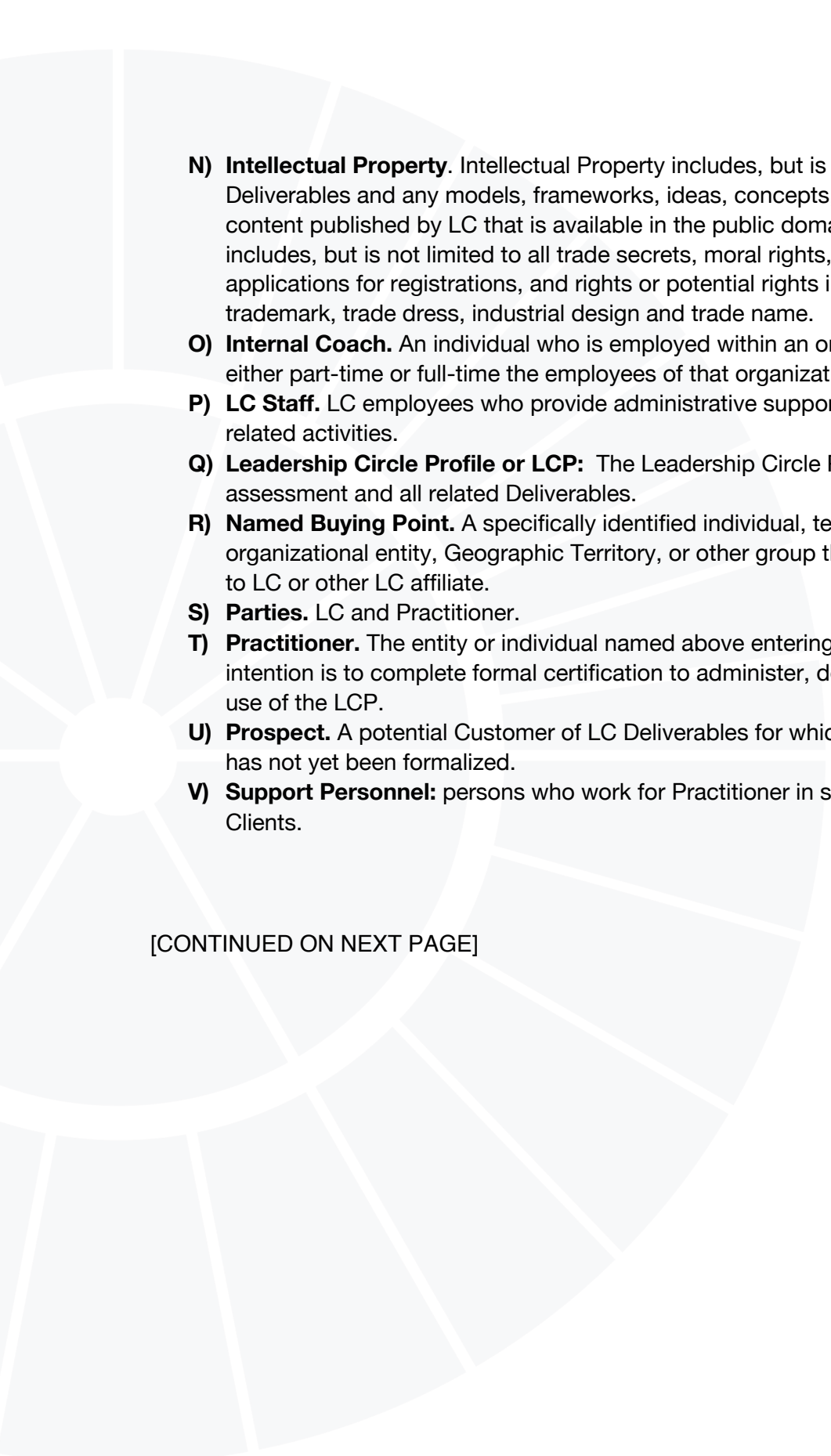
(h) LC may, at any time, modify its requirements limiting or controlling how LC's Intellectual Property is used and Practitioner will comply with any such modification to a style guide, intellectual property use policy or any other use policy as may be determined by LC in its sole discretion.

[CONTINUED ON NEXT PAGE]

## EXHIBIT B

### DEFINITIONS

- 14) Definitions.** In the event these defined terms are used in any attachment the Agreement, the defined term shall have the same meaning as reflected in the following list.
- A) Agreement.** This Practitioner Agreement.
  - B) Certified Practitioner.** Practitioner who has completed the LC certification process as further detailed in this Agreement.
  - C) Client.** The individual, leader, team/group or team/group of leaders being coached, the Coach being mentored or supervised, or the Coach or the student Coach being trained.
  - D) Coach.** An individual engaged in helping others identify areas for professional improvement and strategies for development.
  - E) Coaching.** Partnering with Clients in a process to maximize their personal and professional potential.
  - F) Coaching Agreement.** Formal written agreement entered into between Practitioner and Customer that details the Deliverables and Coaching that will be provided to Customer by Practitioner.
  - G) Coaching Relationship.** A relationship that is established by the Practitioner and the Client(s)/Sponsor(s) under a Coaching Agreement that defines the responsibilities and expectations of each party.
  - H) Confidential Information.** Defined herein.
  - I) Conflict of Interest.** A situation in which a Practitioner is involved in multiple interests where serving one interest could work against or be in conflict with another. This could be financial, personal or otherwise.
  - J) Customer.** The entity (including its representatives) paying for and/or arranging or defining the coaching Deliverables to be provided (i.e., typically the organization for which the Client is an employee).
  - K) Deliverables.** Deliverables are the Products and Services (defined below) furnished under this Agreement including existing and custom Products, including, but not limited to: (a) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings, books), whether printed in hard copy or maintained on electronic media (b) Software, (c) data, modules, components, and d) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code) ("Products"). Services are defined as any delivery of learning and development content, including consulting, Coaching, workshop facilitation, and related services required to implement and use the Products.
  - L) Evaluator.** LC survey rater which is someone who provides feedback to a Leader through the LCP survey.
  - M) Geographic Territories.** Physical locations in the world where Practitioner is authorized to market, sell, and deliver LC Deliverables.

- 
- N) Intellectual Property.** Intellectual Property includes, but is not limited to, all Deliverables and any models, frameworks, ideas, concepts, products, including any content published by LC that is available in the public domain. Intellectual Property also includes, but is not limited to all trade secrets, moral rights, goodwill, registrations or applications for registrations, and rights or potential rights in any patent, copyright, trademark, trade dress, industrial design and trade name.
- O) Internal Coach.** An individual who is employed within an organization and Coaches either part-time or full-time the employees of that organization.
- P) LC Staff.** LC employees who provide administrative support to the Practitioner's LP-related activities.
- Q) Leadership Circle Profile or LCP:** The Leadership Circle Profile™ 360° leadership assessment and all related Deliverables.
- R) Named Buying Point.** A specifically identified individual, team, business unit, organizational entity, Geographic Territory, or other group that is specifically assigned to LC or other LC affiliate.
- S) Parties.** LC and Practitioner.
- T) Practitioner.** The entity or individual named above entering into this agreement whose intention is to complete formal certification to administer, debrief, and coach a Client's use of the LCP.
- U) Prospect.** A potential Customer of LC Deliverables for which a Coaching Agreement for has not yet been formalized.
- V) Support Personnel:** persons who work for Practitioner in support of Practitioner's Clients.

[CONTINUED ON NEXT PAGE]

## EXHIBIT C

### DATA PROCESSING AGREEMENT

The additional data processing terms in this data processing agreement (“DPA”) are agreed upon by and between **Conscious Leadership, LLC** (“Leadership Circle” or “LC”) and **Practitioner**. LC and Practitioner are hereinafter collectively referred to as “**Parties**” or individually as a “**Party**.”

WHEREAS, the Parties have entered into a Practitioner Agreement (the “**Agreement**”); and

WHEREAS, in the course of providing the Services to LC pursuant to the Agreement, LC may disclose Personal Data to Practitioner; and

WHEREAS, to ensure adequate safeguards with respect to the Processing of Personal Data, the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises and covenants set forth below, LC and Practitioner hereby agree as follows:

#### 1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

- (a) “**Applicable Data Protection Laws**” means all applicable laws, regulations, regulatory guidance, or requirements in any jurisdiction relating to data protection, privacy, or confidentiality of Personal Data including but not limited to (a) the GDPR together with any transposing, implementing or supplemental legislation, and (b) the CCPA.
- (b) “**Business**” means a sole proprietorship, partnership, limited liability company, corporation, association, or other legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners, that Processes the Personal Data of Data Subjects, or on the behalf of which such information is collected and that alone, or jointly with others, determines the purposes and means of the processing of a Data Subject’s Personal Data. For the avoidance of doubt, LC is a Business.
- (c) “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.
- (d) “**Contractor**” means a party to whom a Business makes available a Data Subject’s Personal Data for a Business Purpose pursuant to a written contract with the Business, provided that the contract prohibits the Contractor from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services specified in the contract or as otherwise permitted by the CCPA. The terms “Business Purpose” and “Commercial Purpose” have the same meaning as those terms as defined by the CCPA. For the avoidance of doubt, Practitioner is a Contractor.

- (e) **“Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.
- (f) **“Data Breach”** means a breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to Personal Data transmitted, stored, or otherwise Processed for the purposes of providing the Services.
- (g) **“Data Protection Authority”** means any representative or agent of a government entity or agency who has the authority to enforce Applicable Data Protection Laws.
- (h) **“Data Subject”** means a natural person to whom Personal Data relates.
- (i) **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (j) **“Personal Data”** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or with a particular household. 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.
- (k) **“Process,” “Processing,” “Processed”** shall mean any operation or set of operations which is performed upon Personal Data by the Parties or in connection with and for the purposes of the provision of the Services, whether or not accomplished by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction; and as defined by Applicable Data Protection Laws.
- (l) **“Services”** means the provision of the services to be provided by the Practitioner pursuant to the Agreement.

## **2. Processing of Personal Data**

- 2.1 **Roles of the Parties.** The Parties are Controllers. The subject matter, duration, purpose of the Processing, and the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1.
- 2.2 **Practitioner’s Obligations.** LC’s instructions for the Processing of Personal Data shall comply with Applicable Data Protection Laws.
- 2.3 **LC’s Obligations.** LC will ensure that all Personal Data is accurate and up to date at the time of transfer of Personal Data to Practitioner and will provide a secure mechanism for the transfer of Personal Data between LC and Practitioner.
- 2.4 **Joint Obligations.** All Personal Data Processed by the Parties pursuant to the Agreement is Confidential Information and the Parties will Process Confidential Information only in accordance with documented instructions set forth in Schedule 1 or as otherwise provided by the other Party in writing. The Parties shall adhere to all Applicable Data Protection Laws about Processing Personal Data. Where a Party believes that compliance with any instructions by the other Party would result in a violation of any Applicable Data Protection Laws, the Party shall notify the other



Party thereof in writing without delay. The Parties shall make available to each other all information necessary to demonstrate their compliance with their obligations under this DPA.

- (a) Assistance Requirements. The Parties shall assist each other with the following: compliance with Applicable Data Protection Laws when required by Applicable Data Protection Laws; Data Breach notification (to Data Subjects and Data Protection Authorities), notifications to, or inquiries from a Data Protection Authority; notifications to, and inquiries from, Data Subjects; and LC's obligation to carry out data protection impact assessments and prior consultations with a Data Protection Authority.

### **3. Notification Obligations**

3.1 Notification Obligations. In relation to the Personal Data Processed under this DPA, the Parties shall immediately notify each other, in writing, of the following:

- (a) A Data Subject's request to exercise their privacy rights such as accessing, rectifying, erasing, transporting, objecting to, or restricting their Personal Data;
- (b) Any request or complaint received from a Party, its employees, or LC's clients;
- (c) Any question, complaint, investigation, or other inquiry from a Data Protection Authority;
- (d) Any request for disclosure of Personal Data; and
- (e) Where the Personal Data becomes subject to search a seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while being Processed.

### **4. Confidentiality**

4.1 Confidential Information. All information pursuant to the Agreement and all information defined as confidential by the Agreement is Confidential Information.

4.2 Personnel. The Parties shall ensure that their personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. The Parties shall ensure that such confidentiality obligations survive the termination of the Parties' respective employment relationships with such individuals.

4.3 Limitation of Access. The Parties shall ensure that access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

### **5. Security and Documentation**

5.1 Protection of Personal Data. The Parties shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss, alteration, damage, unauthorized disclosure of, or access to, Personal Data), confidentiality, and integrity of Personal Data.

5.2 Documentation. The Parties shall be able to demonstrate compliance with their obligations under this DPA and shall be able to make such documentation available to a Data Protection Authority upon request.

### **6. Termination and Storage Limitation**

- 6.1 Termination. This DPA shall terminate automatically upon the later of (a) the termination or expiry of the Agreement or (b) a Party's deletion or return of Personal Data. A Party shall further be entitled to terminate this DPA for cause if the other Party is, in the sole opinion of such Party, in a material or persistent breach of this DPA which, in the case of a breach capable of remedy, shall not have been remedied within ten (10) days from the date of receipt by the other Party of a notice from a Party identifying the breach and requesting its remedy.
- 6.2 Storage Limitation. Practitioner shall retain Personal Data no longer than necessary for the purpose(s) for which it is Processed under Schedule 1.

## **7. CCPA**

- 7.1 CCPA Certification. Practitioner certifies that Practitioner can comply with the privacy requirements set out for Contractors under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended from time to time, and its implementing regulations ("CCPA").
- 7.2 Practitioner CCPA Obligations. Practitioner is acting solely as a Contractor with respect to Personal Data. Practitioner agrees that it:
- (a) shall not sell or share Personal Data provided by LC;
  - (b) shall not collect, retain, use, disclose or otherwise Process Personal Data outside of the direct business relationship between Practitioner and LC or for any purpose (including a commercial purpose) other than for the specific purpose of performing the services, obligations, or actions for the benefit of LC as specified in the Agreement and this DPA;
  - (c) shall comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Data (e.g., the CCPA);
  - (d) shall promptly refer to LC any requests with respect to Personal Data received from individuals, including requests to access, delete, or change Personal Data and Practitioner shall cooperate with and assist LC in responding to and fulfilling such requests;
  - (e) shall not combine Personal Data provided by LC with Personal Data that it receives from other sources;
  - (f) shall allow LC to take reasonable measures to review Practitioner's compliance with the requirements under the CCPA;
  - (g) shall allow LC to take steps to remediate unauthorized use of Personal Data;
  - (h) shall enter into agreements at least as restrictive as this CCPA section with entities, engaged by Practitioner, that help Process Personal Data provided by LC to Practitioner;
  - (i) and shall notify LC if Practitioner decides it can no longer meet its obligations under the CCPA.

## **8. Mechanisms for International Transfers**

- 8.1 Transfers Outside of the EU/UK/Switzerland to a Country with an Adequacy Decision. LC shall rely on an adequacy decision to transfer Personal Data when such adequacy decision has been granted under Applicable Data Protection Laws. For the avoidance of

doubt, if LC is certified under the Data Privacy Framework Program, granted by the Commission Implementing Decision of 10.7.2023 on the Adequate Level of Protection of Personal Data Under the EU-US Data Privacy Framework (“DPF”), the UK Extension to the EU-U.S. DPF (“UK DPF”), or the Swiss-U.S. Data Privacy Framework (“Swiss-U.S. DPF”), the DPF, UK DPF, or Swiss-U.S. DPF shall apply and supersede the applicable transfer mechanism(s) set forth in Section 8.2 of this DPA as a valid transfer mechanism to Personal Data transferred to the United States.

**8.2 Transfers Outside of the EU/UK/Switzerland to a Country without an Adequacy Decision.**

In the course of the provision of Services under the DPA, it may be necessary for LC to transfer Personal Data from the European Union, the European Economic Area and/or their member states, Switzerland, or the United Kingdom, to Practitioner in a country that does not have an adequacy decision or is not located in the European Economic Area.

- (a) In relation to Personal Data that is subject to the GDPR (i) Practitioner will be deemed the "data importer" and LC is the "data exporter"; (ii) the Module One terms shall apply where LC is a Controller and where Practitioner is a separate Controller; (iii) in Clause 7, the optional docking clause shall be deleted; (iv) in Clause 11, the optional language shall be deleted; (v) in Clause 17, Option 1 shall apply and the Standard Contractual Clauses shall be governed by the member state of Spain; (vi) in Clause 18(b), disputes shall be resolved before the courts of Spain; (vii) Annex I and Annex II shall be deemed completed with the information set out in Schedule 1 of this DPA respectively; and (viii) if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA) the Standard Contractual Clauses shall prevail to the extent of such conflict. For this section, the Standard Contractual Clauses from the Commission Implementing Decision (EU) 2021/914 are incorporated by reference and available here: [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en).
- (b) In relation to Personal Data that is subject to UK Data Protection Laws, the International Data Transfer Agreement (“IDTA”) shall apply with the following modifications: (i) the contact information about the parties to the Agreement is the contact information for the IDTA; (ii) LC is the data exporter and Practitioner is the data importer; (iii) the laws that govern the IDTA and the location where legal claims can be made is England and Wales; (iv) the UK GDPR applies to the data importer’s processing of transferred data; (v) the Parties do not use the additional security or commercial clauses from the IDTA; and (vi) the information in this DPA and Schedule 1 can be used for Tables 1-4. For this section, the Standard Contractual Clauses from the Information Commissioner’s Office are incorporated by reference and available here: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/>.
- (c) In relation to Personal Data that is subject to the Swiss DPA, the Standard Contractual Clauses referenced in Section 8.2(a) shall apply with the following modifications: (i)

references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to "EU", "Union" and "Member State law" shall be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" shall be replaced with the "the Swiss Federal Data Protection and Information Commissioner " and the "relevant courts in Switzerland".

**8.3 Alternative Data Transfer Mechanisms.** The Parties acknowledge that the laws, rules and regulations relating to international data transfers are rapidly evolving. In the event that LC adopts another mechanism authorized by applicable laws, rules or regulations to transfer Personal Data (each an "Alternative Data Transfer Mechanism"), the Parties agree to work together in good faith to implement any amendments to this DPA necessary to implement the Alternative Data Transfer Mechanism.

## **9. Miscellaneous Provisions**

**9.1 Amendments.** This DPA may not be amended or supplemented, nor shall any of its provisions be deemed to be waived or otherwise modified, except through a writing duly executed by authorized representatives of both Parties.

**9.2 Governing Law.** This DPA shall be governed by the governing law set forth in the Agreement.

[CONTINUED ON NEXT PAGE]

## **SCHEDULE 1**

### **Description of the Processing**

#### **Contact Information**

LC: Leadership Circle, LLC

Address: 132 East 14075 South Suite 400, Draper, UT 84020

Representative/DPO/Privacy Office Email: [legal@leadershipcircle.com](mailto:legal@leadershipcircle.com)

Practitioner Name: as previously provided by Practitioner to LC

Address: as previously provided by Practitioner to LC

Representative/CPO/Privacy Office Email: as previously provided by Practitioner to LC

#### **Subject-Matter**

The subject-matter of the Processing:

*The subject-matter of the Processing is outlined more completely in the Agreement between the Parties.*

#### **Duration**

Duration of the Processing:

*As set forth in the Agreement between the Parties.*

#### **Extent, Type and Purpose of the Processing**

The extent, type and purpose of the Processing is as follows:

*As set forth in the Agreement between the Parties.*

#### **Frequency of Transfer**

*Continuous*

#### **Data Subjects**

Personal Data Processing may relate to the following categories of Data Subjects:

*Employees (and contractors, if applicable) of LC's clients.*





### **Categories of Data**

The Personal Data Processed may concern the following categories of data:

***Contact information, e.g., names, titles, business or personal email, etc.***

### **Technical and Organizational Measures (TOMs) to Secure Data**

The Parties shall keep technical and organizational measures to secure information in accordance with Applicable Data Protection Laws.