



**IMPARTA LIMITED**

and

**THE CLIENT**

**AGREEMENT FOR PROVISION OF SALES TRAINING**

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THIS AGREEMENT is BETWEEN:

- (1) IMPARTA LIMITED incorporated and registered in England and Wales with company number 03370400 whose registered office is at 522-524 Fulham Road, London, SW6 5NR (“Imparta”); and
- (2) Any entity that accesses or uses Imparta’s Services. (“the Client”).

individually referred to as a “party” and collectively as the “parties”.

**By accessing, using, or continuing to use any of the Company’s services, the Client agrees to be bound by the terms and conditions outlined in this Agreement. If the Client does not agree to these terms, the Client must not use the services.**

**This Agreement is effective as of 17 September 2024 (Effective Date). The Company reserves the right to modify or amend these terms at any time, and such changes will be effective immediately upon posting. Continued use of the services after any changes signifies acceptance of the modified terms.**

## BACKGROUND

- (A) Imparta is a provider of training, support and consultancy services.
- (B) Imparta has agreed to provide, and the Client has agreed to take and pay for such services, subject to the terms and conditions of this Agreement.

## AGREED TERMS

### 1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**“AI Service”** any artificial intelligence or machine learning model or tool, including large language model generative tools and other software tools that integrate with AI tools by API or similar means.

**“Authorised Users”** any employee, agent or independent contractor of the Client authorised by the Client to access the Online Services and/or Deliverables, and in respect of whom the Client has paid user access fees (bundled as part of the Fees).

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

**“Confidential Information”** information that is proprietary or confidential (whether or not labelled as such).

**“Client Data”** any data which is disclosed by or on behalf of the Client (including that relating to Authorised Users and that disclosed by any Authorised Users and any participants in the Services) to Imparta (or its subcontractors) pursuant to this Agreement.

**“Client LLM”** any LLM (other than an Imparta LLM) which the Client requests Imparta to employ within i-Coach AI pursuant to clause 9.1.5 (including the Client’s own LLM).

**“Client Platform”** the Client’s proprietary internal learning management system.

**“Closed Access AI Services”** an AI Service which is not an Open Model AI Service.

**“Data Protection Legislation”** (i) to the extent the UK GDPR applies, the law of the United Kingdom (or of a part thereof) which relates to the protection of personal data; and (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Imparta or Client is subject, which relates to the protection of Personal Data.



**“Deliverables”** the learning assets described in the SOW which Imparta has agreed to deliver to the Client and which may (if agreed in the SOW) include learning assets for the Client to upload to, use on, and enable Authorised Users to access via, the Client Platform.

**“Deposit”** the sum equal to 25% of the Fees.

**“DPF”** the EU-U.S. Data Privacy Framework together with the UK extension to it.

**“Effective Date”** the date of signing of this Agreement.

**“EU GDPR”** the General Data Protection Regulation ((EU) 2016/679).

**“EU SCCs”** the European Commission’s standard contractual clauses for the transfer of personal data to third countries (module 4 processor to controller) pursuant to Regulation (EU) 2016/679 as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021, a copy of which is available at <https://imparta.com/standard-contractual-clauses/>.

**“Fees”** the fees payable for the Services pursuant to clause 7.

**“i-Coach AI”** the computer application which Imparta offers for Authorised Users to access, use and interact with, via the i-Coach Learning Platform, which is proprietary to Imparta and which uses certain AI tools to simulate and process human conversation to enable Authorised Users to interact with their digital device as if they were communicating with a real Imparta sales coach.

**“i-Coach Learning Platform”** the i-Coach learning platform delivered via [www.i-coach.com](http://www.i-coach.com) (or such other web address notified by Imparta to the Client from time to time).

**“Imparta LLM”** the LLM which (unless requested otherwise by the Client pursuant to clause 9.1.5) Imparta employs within i-Coach AI from time to time.

**“Imparta Materials”** all materials, equipment, documents and software in any form and other property of Imparta.

**“Inputs”** any inputs made by an Authorised User into i-Coach AI.

**“Internal Business Operations”** means use with Client’s and its Affiliates’ employees, contractors and consultants, but includes ability to use the methods, techniques, training and knowledge gained for reinforcement and coaching activities. The replacement of Imparta workshops or teaching or coaching Imparta Materials to employees or contractors who are not Subscribers is not included in this definition and is not permitted.

**“Intellectual Property Rights”** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Large Language Model”** or **“LLM”** any advanced artificial intelligence system (designed to process and generate human-like text based on vast datasets, trained on diverse textual data and utilize deep learning techniques to understand, predict, and generate text in natural language, and capable of performing various language-related tasks, such as summarization, question-answering, language translation, and text generation), which is employed to enhance user interactions and provide contextually relevant responses.

**“Marks”** the following trademarks (whether registered or unregistered) belonging to Imparta: IMPARTA, IMPARTA.COM, I-COACH, I-COACH.COM, I-COACH AI, THE IMPARTA VIRTUAL SALES ACADEMY, 3D ADVANTAGE, 3D CREATING CLIENT VALUE.

**“Online Services”** eLearning, videos, simulations, quizzes, surveys, tools, assessments and other learning materials (including any online Workshop and i-Coach AI) provided by or on behalf of Imparta through the i-Coach Learning Platform, and all associated documents and materials provided by or on behalf of Imparta.

**“Open Model AI Service”** an AI Service where user-submitted queries and information are either used to train, develop or build such AI Service’s models or to improve the services of the AI Service’s offeror, or otherwise made available to other users of such AI Service, even if on an anonymised basis.

**“Outputs”** any outputs generated by i-Coach AI in response to or in conversation with any Input.

**“Personal Data”** any Client Data which consists of information relating to an identified or identifiable natural living person (a “Data Subject”) and which Imparta processes in connection with this Agreement, in the capacity of a processor on behalf of the Client.

**“Purchase Order”** a document generated by the Client to authorise a purchase of Imparta’s services. The Purchase Order Number identifies the relevant Purchase Order.

**“Restricted Territory”** a country, territory or jurisdiction which is not considered by the EU Commission or the Information Commissioner (as applicable) to offer an adequate level of protection in respect of the processing of personal data pursuant to the Data Protection Legislation.

**“Restricted Transfer”** the transfer of Personal Data from an entity whose processing of personal data under this Agreement is subject to the Data Protection Legislation, to an entity that processes the relevant Personal Data in a Restricted Territory, in respect of which no derogation or exception applies under Data Protection Legislation. A Restricted Transfer includes a transfer of Personal Data from the UK and/or EU to the US where the DPF cannot be used to legitimise the transfer.

**“Services”** the training services and deliverables, including any Online Services, Workshops and Deliverables, to be supplied by or on behalf of Imparta to the Client, as set out in the SOW.

**“Sharing Platform”** any information sharing platform service made available from time to time by means of an electronic communications network, including SharePoint and Microsoft Teams (each of the foregoing being hosted by a Third-Party Processor), email, secure spreadsheets, Zoom and the i-Coach Learning Platform.

**“Software”** any online software applications provided by Imparta as part of the Services.

**“SOW”** the statement of work attached to this Agreement as Annex A and future SOW’s under this agreement.

**“Standard Contractual Clauses or SCCs”** the EU SCCs and the UK SCCs together.

**“Term”** the period from the Effective Date to the Termination Date.

**“Termination Date”** the date of expiry or termination (howsoever caused) of this Agreement.

**“Third Party Processor”** a third-party processor appointed in accordance with clauses 4.6 and 4.7.

**“Trainer”** any individual (who may be located anywhere in the world) engaged from time to time (whether as an employee or contractor) by Imparta or its subcontractors to provide a Workshop or training design services.

**“UK GDPR”** has the meaning given to it in the Data Protection Act 2018.

**“UK SCCs”** the ICO’s International Data Transfer Addendum to the EU SCCs, a copy of which is available at <https://imparta.com/standard-contractual-clauses/>.

**“Workshop”** instructional or coaching classes facilitated by a Trainer, whether delivered face to face or online.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular; and a reference to one gender shall include a reference to the other genders.
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

## **2 Basis of the Agreement**

- 2.1 Each executed SOW forms, from the date of such execution, a separate agreement incorporating by reference this Agreement, as amended in that SOW.
- 2.2 If there is any conflict or ambiguity between the terms of the following documents, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:
  - 2.2.1 the applicable SOW (and any relevant attachments);
  - 2.2.2 this Agreement (and any relevant attachments);
  - 2.2.3 a Client issued purchase order; and
  - 2.2.4 any other document.

## **3 Services and Deliverables**

- 3.1 Imparta will, during the Term:
  - 3.1.1 subject to clause 3.2, on receipt of a valid SOW and Purchase Order number provide the Services to the Client on and subject to the terms of this Agreement; and
  - 3.1.2 subject to clause 6.1.3, use reasonable endeavours to meet the deadlines and milestones set out in the SOW, although Client acknowledges the collaborative nature of the Services and understands that for Imparta to fulfil its obligations under this Agreement, Client must also comply with its obligations under this Agreement.
- 3.2 Imparta reserves the right not to begin work on any Services (or allow any Authorised User to access or use the Online Services) until the Client has provided an appropriate Purchase Order or Purchase Order number and signed SOW(s).
- 3.3 Imparta shall deliver to the Client the Deliverables in such format as is set out in the SOW and in accordance with any timelines provided in the SOW. The Client's use of the Deliverables shall at all times be in accordance with this Agreement.
- 3.4 Imparta grants to the Client a limited, non-transferable, non-exclusive licence for the Term, to make the Deliverables as detailed in the relevant SOW available on the Client Platform in order to allow Authorised Users to access and use the Deliverables via the Client Platform, in each case solely for the Client's Internal Business Operations. The Client acknowledges and agrees that the Deliverables remain Imparta's property at all times, and no Intellectual Property Rights or other ownership rights are granted to the Client as a result of this Agreement, and nothing herein shall operate to assign to the Client any Intellectual Property Rights belonging to Imparta.



- 3.5 The Client may not:
- 3.5.1 sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Deliverables available to any third party or use them to train third parties or have third parties train the Client's employees, save as explicitly permitted pursuant to clause 3.4; and
  - 3.5.2 amend, modify or create derivative versions of the Deliverables.
- 3.6 On expiry or termination of this Agreement for any reason, the Client shall immediately cease use of the Deliverables and remove the Deliverables from the Client Platform if relevant, and (at Imparta's direction) destroy or return the Deliverables to Imparta or delete the same from its systems and shall confirm its compliance with this clause 3.6 by delivering to Imparta a declaration of compliance signed by a director on its behalf.

#### 4 Client Data

- 4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation, and this obligation is in addition to and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 4.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller of the Personal Data and Imparta is the data processor of the Personal Data (where Data Controller and Data Processor have the meanings given in the Data Protection Legislation). Annex B sets out the scope, nature and purpose of processing by Imparta, the duration of the processing and the types of Personal Data and categories of Data Subject (where Data Subject has the meaning given in the Data Protection Legislation).
- 4.3 Without prejudice to the generality of Clause 4.1, the Client will ensure that:
- 4.3.1 it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to Imparta for the duration and purposes of this Agreement and any SOW;
  - 4.3.2 relevant third parties have been informed of, and have given their consent to, the use, processing, and transfer of their Personal Data as envisaged by this Agreement and any SOW and as required by the Data Protection Legislation; and
  - 4.3.3 it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.
- 4.4 Without prejudice to the generality of Clause 4.1, Imparta shall, in relation to any Personal Data it processes in connection with its performance of its obligations under this Agreement:
- 4.4.1 process the Personal Data only in accordance with the terms of this Agreement and any lawful written instructions of the Client from time to time;
  - 4.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;
  - 4.4.3 take reasonable steps to ensure the reliability of any of its personnel (including Trainers) who may have access to the Personal Data, and without limiting the foregoing, shall ensure that in each case, access is strictly limited to those individuals who need to know and/or access the relevant Personal



Data, as strictly necessary for the provision of the Services and that all such personnel (including Trainers) who have access to and/or process the Personal Data are obliged to keep it confidential;

- 4.4.4 assist the Client (at the Client's cost and written request) in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 4.4.5 notify the Client without undue delay on becoming aware of a Personal Data breach;
- 4.4.6 at the Client's written request, delete, anonymise or return Personal Data and copies thereof to the Client upon the expiry or termination of this Agreement unless required by applicable law to store the Personal Data and unless already deleted pursuant to Clause 4.5; and
  - 4.4.7 maintain detailed, accurate and up-to-date written records regarding its processing of the Personal Data as required by the Data Protection Legislation and will ensure that such records are sufficient to enable the Client to verify Imparta's compliance with its obligations under this clause
- 4.5 Upon the expiry of the period of 12 (twelve) months from the date upon which Imparta last issued an invoice to the Client for Services hereunder, Imparta shall delete or anonymise Personal Data which relates to those Services unless:
  - 4.5.1 the Client requests in writing prior to the expiry of that period, that Imparta retain such Personal Data for an additional period; and/or
  - 4.5.2 required by applicable law to store the Personal Data.
- 4.6 Imparta may only authorise a third party (subcontractor) to process the Personal Data under this Agreement if:
  - 4.6.1 (except in respect of those subcontractors referred to in clause 4.7) the Client is provided with an opportunity to object to the appointment of each subcontractor within 20 Business Days after Imparta supplies the Client with full details in writing regarding such subcontractor;
  - 4.6.2 Imparta enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Clause 4, in particular, in relation to requiring appropriate technical and organisational data security measures, and, which terminates automatically on expiry or termination of this Agreement;
  - 4.6.3 as between the Client and Imparta, Imparta shall remain fully liable for the acts and omissions of the subcontractor; and
  - 4.6.4 nothing in this clause 4.6 shall restrict Imparta from engaging Trainers who may access the Personal Data as described in Clause 4.9.
- 4.7 As at the Effective Date, the Client provides its prior approval in respect of those subcontractors set out in Annex D.
- 4.8 Imparta shall not, without the Client's prior written consent, transfer any Personal Data from the:
  - 4.8.1 UK to any country outside of the European Economic Area;

- 4.8.2 European Economic Area to any country outside of the European Economic Area.
- 4.9 Subject to clause 4.10, the Client hereby provides its prior, general authorisation, as reasonably required for Imparta to perform the Services, for Imparta to:
- 4.9.1 transfer Personal Data to those Third Party Processors approved pursuant to clause 4.7 at their respective locations described in Annex D; and
  - 4.9.2 make Personal Data accessible to the Client and to any Trainer in any location, via any Sharing Platform and/or via the i-Coach Learning Platform.
- 4.10 Imparta shall ensure that all transfers of Personal Data made pursuant to clause 4.9, are effected in accordance with Data Protection Legislation.
- 4.11 The parties acknowledge and agree that:
- 4.11.1 in the event that the parties wish to rely on the DPF to legitimise the transfer of Personal Data from Imparta in the UK to the Client in the US, the Client warrants to Imparta that:
    - 4.11.1.1 it shall, during the term of this Agreement, have an active status on the DPF list;
    - 4.11.1.2 the types of Personal Data are covered by the Client's DPF commitments; and
    - 4.11.1.3 it complies in all respects and at all times with the DPF;
  - 4.11.2 to the extent that any transfer of Personal Data from Imparta to the Client is considered a Restricted Transfer, the terms set out in Annex C Restricted Transfer Addendum shall apply; and
  - 4.11.3 Personal Data may be transferred by Imparta to Third Party Processors and in the event of any such transfer being considered a Restricted Transfer, Imparta shall enter into a transfer mechanism with such Third Party Processors to ensure that the Restricted Transfer meets the international transfer requirements applicable under Data Protection Legislation.

## 5 Imparta's Obligations

- 5.1 Imparta will ensure that its trainers, employees, servants, agents and sub-contractors will, whenever on Client premises, obey all reasonable instructions and directions issued by the Client.
- 5.2 Imparta warrants to the Client that:
- 5.2.1 the Services will be performed substantially in accordance with the SOW and with reasonable skill and care;
  - 5.2.2 without limitation to clause 5.2.1, all Workshops will be delivered in a professional manner and in accordance with industry standards;
  - 5.2.3 it has the authority to deliver all Deliverables, Workshops and Online Services and shall do so in accordance with all applicable laws; and
  - 5.2.4 the content and methodologies supplied by Imparta as part of the Services do not infringe (so far as Imparta is aware) the Intellectual Property Rights of any third party.

- 5.3 The warranty at clause 5.2.1 shall not apply to the extent of any non-conformance which is caused by use of the Online Services contrary to Imparta's instructions, or modification or alteration of the Online Services by any party other than Imparta or Imparta's duly authorised contractors or agents, or as a direct or indirect result of a change to or upgrade of any of the Client's network, browsers, devices and/or systems, or a change in or modification to the functionality of the Client's internet browser or the compatibility of the i-Coach Learning Platform with that internet browser. If the Online Services do not conform with the foregoing undertaking, Imparta will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance as soon as reasonably practicable, or provide the Client with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, Imparta:
- (A) does not warrant that the Client's use of the Online Services will be uninterrupted or error-free;
  - (B) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Online Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.4 This Agreement shall not prevent Imparta from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

## 6 Client's Obligations

- 6.1 The Client will:
- 6.1.1 provide Imparta with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Imparta in order to provide the Services or grant access to Authorised Users to the Online Services;
  - 6.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement; and
  - 6.1.3 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Imparta may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 6.2 The Client will:
- (A) ensure that the Authorised Users use the Online Services and Deliverables in accordance with this Agreement and shall be responsible for any Authorised User's breach of either of the foregoing;
  - (B) own all right, title and interest in and to all of the Client Data and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 6.3 The Client shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Imparta's Online Services (including to the i-Coach Learning Platform), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.



6.4 The Client is responsible for all communication and coordination of its employees and for the provision of venues, accommodation, travel and all appropriate insurance arrangements.

## 7 Fees, Expenses and Payment

7.1 The Fees for the Services shall be as set out in the SOW. Where the Fees are calculated on a time and materials basis:

7.1.1 the Fees shall be calculated in accordance with Imparta's fee rates, as set out in the SOW;

7.1.2 Imparta's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days; and

7.1.3 Imparta shall be entitled to charge an overtime rate of 150% of the daily fee rate for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 7.1.2.

7.2 The Client acknowledges that:

7.2.1 Imparta allocates resources and investment to each project at an early stage, and as a result, agrees to pay the Deposit within 30 (thirty) days after the Effective Date;

7.2.2 the Deposit is non-refundable; and

7.2.3 no additional refund payments will be made by Imparta if a SOW is cancelled before completion.

7.3 Imparta shall invoice the Client for the Fees on or after the Effective Date. Subject to the payment of the Deposit in accordance with clause 7.2, the Client shall pay to Imparta the Fees within 30 (thirty) days after the date of Imparta's invoices.

7.4 The Client shall reimburse all reasonable expenses incurred by Imparta in providing the Services within 30 (thirty) days after the date of Imparta's invoice. Imparta shall show such expenses separately on its invoices. The Client acknowledges and agrees that unless otherwise agreed, all inter-continental travel requiring a total flight time of over 4 hours will be business class with other flights being economy class.

7.5 All venue costs will be charged to and paid directly by the Client.

7.6 The Client must raise all queries in relation to Imparta's invoices by contacting Imparta's accounts department (finance@imparta.com) within 7 days of receipt of the invoice.

7.7 Time for payment shall be of the essence of this Agreement. If Imparta has not received payment within 30 (thirty) days after the due date, and without prejudice to any other rights and remedies of Imparta:

7.7.1 Imparta shall be under no obligation to provide any or all of the Services or make the Online Services available to Authorised Users while the invoice(s) concerned remain unpaid; and

7.7.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Lloyds Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.8 All amounts, fees and expenses stated or referred to in this Agreement are payable in the currency specified in the SOW, and are exclusive of value added tax, which shall be added to Imparta's invoice(s) at the appropriate rate.

- 7.9 Imparta may increase fees by at the change in the UK Retail Price Index in the previous calendar year. Any greater increase will need the client's agreement.
- 7.10 Without prejudice to clause 15.2, if the Client cancels previously agreed Workshops:
- 7.10.1 less than 30 days but more than 14 days before the agreed commencement date for whatever reason, then 50% of all previously agreed programme fees are payable to Imparta; and
- 7.10.2 less than 14 days before the agreed commencement date for whatever reason, then 100% of all previously agreed programme fees are payable to Imparta.
- Imparta will use its reasonable endeavours, but will not be obliged, to accommodate changes to pre-agreed Workshop dates notified to it more than 30 days before the commencement date of a programme.

## 8 Online Services

- 8.1 Subject to the other terms and conditions of this Agreement Imparta hereby grants to the Client a non-exclusive, non-transferable right to use the Online Services during the Term, and to permit the Authorised Users to use the Online Services during the term stated in each relevant SOW, in each case solely for the Client's Internal Business Operations.
- 8.2 In relation to Authorised Users who use the Online Services the Client undertakes that:
- 8.2.1 as between the parties, it shall be responsible for all communication to and preparation of Authorised Users in relation to the Services;
- 8.2.2 the maximum number of Authorised Users that it authorises to access and use the Online Services shall not exceed the number of users in respect of whom the Client has paid user access fees (bundled as part of the Fees);
- 8.2.3 each Authorised User will keep a secure password for his use of the Online Services, and that each Authorised User shall keep his password confidential;
- 8.2.4 it will permit Imparta to audit the Online Services in order to establish the name and password of each Authorised User and the individuals to which they relate; and
- 8.2.5 if any of the audits referred to in Clause 8 of this Agreement reveal that:
- (I) any password has been provided to any individual who is not an Authorised User, then without prejudice to Imparta's other rights, the Client shall promptly disable such passwords and Imparta shall not issue any new passwords to any such individual; and
- (II) the Client has underpaid Fees (including user access fees) to Imparta, then without prejudice to Imparta's other rights, the Client shall pay to Imparta an amount equal to such underpayment within 10 (ten) Business Days of the date of the relevant audit.
- 8.3 The Client will not (and will not allow Authorised Users to):
- 8.3.1 access, store, distribute or transmit any Viruses, or any material during the course of its (or their) use of the Online Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, discriminatory, harassing or racially or ethnically offensive, or facilitates or promotes any such activity, or is otherwise illegal or causes damage or injury to any person or property,

and Imparta reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's (or any Authorised User's) access to any material that breaches the provisions of this clause;

8.3.2 input any part of the Online Services into any Open Model AI Service whether proprietary to the Client or to a third party; or

8.3.3 input any part of the Online Services into any Closed Access AI Service except with Imparta's prior written consent.

8.4 The Client shall not:

- (A) except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish or reproduce, download, display, transmit, or distribute all or any portion of the Software and/or user documentation (as applicable) in any form or media or by any means; or
- (B) attempt to reverse compile, disassemble, or reverse engineer all or any part of the Software; or
- (C) access all or any part of the Online Services in order to build a product or service which competes with the Online Services; or
- (D) without Imparta's written agreement use the Online Services to provide services to third parties; or
- (E) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Online Services available to any third party except the Authorised Users; or
- (F) attempt to obtain, or assist third parties in obtaining, access to the Online Services, other than as provided under this Agreement.

8.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Online Services and, in the event of any such unauthorised access or use, promptly notify Imparta in writing.

8.6 Without prejudice to the generality of clause 11.3.1, the Client will not, and will not permit any person to, make any sound or video recording, or website transmission of any training delivered by Imparta without Imparta's prior written consent.

8.7 Imparta will, during the Term provide the Online Services subject to the terms of this Agreement; and use commercially reasonable endeavours to make the Online Services available 24 hours a day, seven days a week, except for any periods during which it carries out planned or unscheduled maintenance. Imparta will use its reasonable endeavours to provide Client with advance notification of any such maintenance.

## 9 Use of i-Coach AI

9.1 The Client acknowledges and agrees that:

9.1.1 Imparta offers Authorised Users the ability to access, use and interact with i-Coach AI as part of the Online Services, but use of the Online Services and Deliverables is not contingent upon the use of i-Coach AI;

9.1.2 any use by an Authorised User of i-Coach AI is deemed to have been authorised by the Client and is subject to the terms of this Agreement;



- 9.1.3 i-Coach AI has been trained on, and prioritises content from, Imparta's own sales, coaching, customer experience and leadership programmes;
  - 9.1.4 i-Coach AI is designed to work with multiple LLMs, including Microsoft's Azure OpenAI and OpenAI. Imparta shall use the Imparta LLM as the default LLM for i-Coach AI, unless the Client requests otherwise in writing. As at the Effective Date, the Imparta LLM is Microsoft's Azure Open AI but Imparta retains the right at any time and without notice to the Client, to engage an alternative Imparta LLM.;
  - 9.1.5 Imparta shall, if requested by the Client in writing, enable i-Coach AI to operate through a Client LLM, provided that the Client acknowledges and agrees that Imparta has no prior knowledge or experience of the interoperability of i-Coach AI with any such Client LLM and (without limiting clause 9.5) makes no warranty as to the operation of i-Coach AI with any such Client LLM;
  - 9.1.6 any Inputs and Outputs:
    - 9.1.6.1 are not available to third parties (other than Authorised Users and the Imparta LLM (or applicable Client LLM) for the processing and storage purposes referred to in clause 9.2), including other clients;
    - 9.1.6.2 are not used to improve open AI models automatically, and
    - 9.1.6.3 do not interact with any services operated by third parties outside of Imparta's secured cloud environment and the Imparta LLM (or applicable Client LLM), except as described in clause 9.2.
- 9.2 The Client acknowledges and agrees that Imparta shall store all Inputs and Outputs on i-Coach and the Imparta LLM (or applicable Client LLM) and shall be able to retrieve such Inputs and Outputs until the latest of:
- 9.2.1 the date on which the Authorised User deletes the Input and/or Output (whether individually or in bulk);
  - 9.2.2 the date which is 360 days from the date on which the Input or Output is generated; and
  - 9.2.3 the date on which the Authorised User ceases to have access to i-Coach AI, but will not otherwise share or make available such Input and/or Output with any third party (except for the Authorised User and the Imparta LLM (or applicable Client LLM) in each case for the retrieval, storage and processing purposes referred to in this clause 9.2) including to other clients.
- 9.3 The Client acknowledges and agrees that:
- 9.3.1 notwithstanding clause 11, Imparta does not claim ownership of Inputs or the associated Outputs;
  - 9.3.2 by using i-Coach AI and enabling Authorised Users to submit Inputs, the Client is granting Imparta permission on behalf of Authorised Users to use the Inputs and associated Outputs for the purpose of providing i-Coach AI to the Client and to the Authorised User; and

- 9.3.3 the use of i-Coach AI does not grant to the Client or to any Authorised User any ownership rights in any underlying technologies, intellectual property or other data that comprise or support i-Coach AI.
- 9.4 The Client:
- 9.4.1 acknowledges and agrees that:
- 9.4.1.1 as between Imparta and the Client, the Client is responsible for the content of an Authorised User's Inputs;
- 9.4.1.2 an Authorised User may include in an Input, confidential information (whether proprietary to the Client or otherwise) and whilst Imparta shall comply with clause 12 in respect of any such confidential information, it shall have no liability to the Client in respect of the same; and
- 9.4.2 shall use its reasonable endeavours to procure that Authorised Users shall not include any Personal Data in their Inputs.
- 9.5 Without limiting clauses 5 and 13, Imparta provides i-Coach AI (including all content, applications, functions, materials and information on or resulting from it) "as is" and without any warranties of any kind, express or implied. Imparta makes no warranty as to the operation of i-Coach AI or the use, validity, accuracy or reliability of, or the results of the use of the materials available on it. Without limiting the foregoing, the Client acknowledges and agrees that any AI (including i-Coach AI) has particular limitations, including:
- 9.5.1 accuracy: AI algorithms are designed to analyse data and make predictions or recommendations, but they may not always be accurate or error-free. The Client shall, and shall ensure that Authorised Users shall, exercise critical thinking and judgment in the use of and reliance on i-Coach AI and information generated by it, and not solely rely on any such information without verifying it through other sources;
- 9.5.2 bias: AI systems may inadvertently reflect biases in the training data. While Imparta has used its reasonable endeavours to mitigate bias, the Client acknowledges and agrees that Outputs may not always be completely impartial; and
- 9.5.3 unforeseen circumstances: i-Coach AI operates based on historical data and patterns and may therefore struggle to predict outcomes in entirely new or unforeseen situations,
- and the Client assumes all liability for the use of i-Coach AI to achieve its intended results and for any decisions or advice made or given as a result of its use or the use of any material retrieved from it.
- 9.6 Without limiting clauses 8.3 and 9.4, the Client shall and shall procure that Authorised Users shall, use i-Coach respectfully, ethically and in compliance with this Agreement and all applicable laws, and will not use or interact with i-Coach in a manner which:
- 9.6.1 infringes or violates the intellectual property rights or other rights (including in confidential information) of any person;
- 9.6.2 violates any law or regulation;

- 9.6.3 violates the security of any computer or network, or crawls, scrapes or spiders any page, data or portion relating to the content of i-Coach AI, or copies or stores any significant portion of such content or shares, posts or distributes it anywhere else; or
- 9.6.4 is defamatory, harmful, fraudulent, deceptive, threatening, harassing, obscene or otherwise objectionable, or encourages or manipulates i-Coach AI to produce obscene, offensive, controversial, or inappropriate responses or conversations (including deliberately framing questions or Inputs in a manner intended to elicit such responses).

## 10 Taxes

- 10.1 Imparta will be responsible for the withholding and/or payment, as required by law, of all federal, state and local taxes imposed on it or its employees because of the performance of Services hereunder. Further, Imparta shall comply with all federal and state benefit laws applicable to Imparta or its employees, if any, including making deductions and contributions for social security and unemployment tax. Each party shall be responsible for the payment of other taxes, if any, imposed upon it in connection with, or as a result of, this Agreement.

## 11 Proprietary Rights

- 11.1 The Client acknowledges and agrees that Imparta and/or its licensors own all Intellectual Property Rights in and to the Services and all parts thereof. Without limiting the foregoing, the Client acknowledges and agrees that Imparta owns all Intellectual Property Rights in and to the Marks.
- 11.2 Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Services, Deliverables or Marks.
- 11.3 The Client shall not, except to the extent expressly permitted under this Agreement:
  - 11.3.1 except for Internal Business Operations copy, modify, duplicate, create derivative works from, frame, mirror, republish or reproduce, download, display, or transmit all or any part of the Imparta Materials and/or Services in any form or media or by any means; or
  - 11.3.2 license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Imparta Materials and/or Services available to any third party or use them to train third parties or Client staff; or
  - 11.3.3 remove, alter or tamper with any copyright or other proprietary notice on any of the Services and/or Imparta Materials.
- 11.4 Imparta confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 11.5 All Imparta Materials, including translated versions (whether translated by Imparta or by Client with Imparta's permission) are the exclusive property of Imparta. The Client agrees to return all such Imparta Materials to Imparta on demand.
- 11.6 Nothing in this clause 11 shall operate to assign to Imparta any Intellectual Property Rights belonging to the Client prior to the provision of the Services.



## 12 Confidentiality

- 12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 12.1.2 was in the other party's lawful possession before the disclosure;
  - 12.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 12.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
  - 12.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 12.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each Party may share Confidential Information with subcontractors of the receiving Party and its or their contract workers, consultants and agents, in each case who have a need to know and who have executed written agreements with the receiving Party obligating them to treat such information in a manner consistent with the terms of this Agreement. For the avoidance of doubt, Imparta may share Confidential Information with Trainers, any Imparta LLM, and any applicable Client LLM in respect of the provision of i-Coach AI, in each case, subject to this Clause 12.2.
- 12.3 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction, and subject always to clause 12.4.
- 12.4 Imparta may (whether during or after the Term) refer to the Client as a client on its website, and in other promotional media for the purpose of promoting and marketing its business and may use the Client's name and logo for such purposes.
- 12.5 Title to all Confidential Information is and shall remain the sole and exclusive property of the disclosing party, and no license or other rights to the Confidential Information are granted hereby by implication or otherwise.
- 12.6 Upon request by the disclosing party the receiving party shall return (or destruct, if requested by the disclosing party) promptly all Confidential Information in its possession or control. The receiving party may not retain copies of the Confidential Information, except the Receiving Party will not be required to destroy copies of any computer records or files containing Confidential Information which have been created pursuant to any automatic archiving or back-up procedures which cannot reasonably be deleted, provided that in all such cases the Receiving Party shall not access or use any such records or files following the date on which it would have otherwise returned or destroyed the Confidential Information.
- 12.7 The receiving party acknowledges and accepts that use by it or communication of the Confidential Information to any third party would cause immediate and irreparable harm to the disclosing party for which money damages would be inadequate. Therefore, the disclosing party will be entitled to injunctive relief for the breach of any of its obligations hereunder without proof of actual damages

and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach but shall be in addition to all other remedies available at law or in equity.

12.8 This clause 12 shall survive the expiry or termination (howsoever caused) of this Agreement.

### **13 Limitation of Liability**

13.1 This clause 13 sets out the entire financial liability of Imparta (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

13.1.1 arising under or in connection with this Agreement;

13.1.2 in respect of any use made by the Client of the Services (including Online Services and Deliverables) or any part of them; and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

13.2.1 the Client acknowledges that Imparta is not in a position, nor has been engaged, to make recommendations or provide advice as to the operation of any aspect of the Client's business and that Imparta is retained to provide such training as the Client deems appropriate for its business and to facilitate internal discussion, and Imparta shall have no liability to the Client in this regard;

13.2.2 the Client assumes sole responsibility for results obtained from the use of the Services and Deliverables by the Client, and for conclusions drawn from such use. Imparta shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Imparta by the Client, or any actions taken by Imparta at the Client's direction; and

13.2.3 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13.3 Nothing in this Agreement excludes the liability of Imparta for death or personal injury caused by Imparta's negligence or fraud or fraudulent misrepresentation.

13.4 Subject to clauses 9.6, 13.2 and 13.3:

13.4.1 neither party shall be liable under any circumstances to the other party, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses suffered by either party, however arising under this Agreement; and

13.4.2 Imparta's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Client hereunder during the 12 (twelve) months immediately preceding the date on which the claim arose.

13.5 This clause 13 shall survive the expiry or termination (howsoever caused) of this Agreement.

## 14 Insurance

- 14.1 During the Term, Imparta shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement and shall, on the Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 15 Term and Termination

- 15.1 This Agreement shall commence on the Effective Date and, unless otherwise terminated as provided in this clause 15 or as otherwise agreed between the parties in writing, expire if no invoice is issued by Imparta for a continuous period of 12 (twelve) months.
- 15.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 15.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 (thirty) days after being notified in writing to make such payment;
  - 15.2.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so; or
  - 15.2.3 the other party is bankrupt (whether voluntarily or involuntarily by a petition filed that is not discharged or otherwise resolved to the terminating party's reasonable satisfaction within thirty (30) days of such filing), insolvent or causes an assignment for the benefit of creditors or if a resolution is passed or an order is made for the winding up of the other party (otherwise than for the purpose of solvent amalgamation or reconstruction) or if the other party becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other party's property.
- 15.3 On the expiry or termination of this Agreement for any reason:
- 15.3.1 the Client shall immediately pay to Imparta all of Imparta's outstanding unpaid invoices and interest and, in respect of any Services provided but for which no invoice has been submitted, Imparta shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - 15.3.2 the Client shall return and make no further use of any of the Services (including the Online Services), and any equipment, property, and other items (and all copies of them) belonging to Imparta (including the Imparta Materials). Delegates may retain workbooks and other training materials made available to delegates who attend workshops for ongoing reference;
  - 15.3.3 Imparta shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the Client;
  - 15.3.4 clause 3.6 shall apply in respect of the Deliverables;
  - 15.3.5 the Client shall procure that all Authorised Users immediately cease to use the Online Services;



15.3.6 any rights, remedies, obligations or liabilities of the parties that have accrued up to the Termination Date, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date shall not be affected or prejudiced; and

15.3.7 clauses which expressly or by implication survive expiry or termination shall continue in full force and effect.

## 16 Non-Solicitation

Neither party shall, during the Term and for a period of 12 (twelve) months from the Termination Date (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of that party, any employee of the other party who is employed or engaged (including (in the case of Imparta) as a faculty, associate faculty or full time employee) in any services which are relevant to the Services.

## 17 Notices

17.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, email or recorded delivery post to the other party at its address set out in this Agreement, or such other address or email address as may have been notified by that party for such purposes.

17.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

## 18 Miscellaneous

18.1 Neither party shall have any liability to the other Party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Imparta or any other party), failure of a utility service or telecommunications network, act of God, war, pandemics or epidemics, civil commotion, malicious damage, compliance with any law or governmental order or rule, accident, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

18.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.4 If any dispute, controversy or difference arises between the Parties in connection with or relating to this Agreement, the Parties will attempt promptly and in good faith to seek a resolution by discussion and negotiation between senior executives who have authority to reach agreement.

18.5 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall

remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 18.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.7 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 18.8 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the employee or agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.9 Subject to Clauses 18.10 and 18.11, neither party shall, without the prior written consent of the other (which shall not be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under this Agreement.
- 18.10 Each party may subcontract any or all of its rights and obligations under this Agreement to any member of its Group (and, in the case of Imparta, to a Trainer and any Imparta LLM), provided that the subcontractor enters into a written agreement with the first party which includes confidentiality provisions which are no less stringent than those set out in this Agreement.
- 18.11 Imparta may, after giving written notice to the Client, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement to a member of its Group and/or to any person to which it transfers its business (or that part thereof to which this Agreement relates).
- 18.12 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 19 Governing Law and Jurisdiction

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

ANNEX A  
STATEMENT OF WORK

The Services as agreed between Imparta and the Client in SOW or similar document.



## ANNEX B

### SCOPE, NATURE AND PURPOSE OF PROCESSING OF PERSONAL DATA

For the purpose of clause 4.2 of this Agreement, the scope and purpose of the processing of Personal Data by Imparta pursuant to this Agreement is as follows:

Scope	Imparta acts as a data processor as the Client determines the nature, timing and purpose of the processing of the Personal Data.
Nature of Processing	Imparta processes the Personal Data in order to fulfil its contractual obligations to the Client pursuant to the Agreement.
Duration of Processing	The period from the Effective Date until the Termination Date, or:  (a) the date on which Imparta deletes the Personal Data pursuant to clause 4.5) (if earlier than the Termination Date); or  (b) the date until which Imparta is obliged to retain the Personal Data pursuant to clauses 4.5.1 or 4.5.2 (if later than the Termination Date).
Purpose of Processing	(a) For the provision of the Services, including workshop logistics, setting up online accounts on the i-Coach Learning Platform (including for i-Coach AI), training needs analysis, and participation in online learning (assessments and coaching reports);  (b) For the administration of the Agreement;  (c) to analyse the interactions of Authorised Users with i-Coach AI to improve its performance
Types of Personal Data	Personal contact information of Client and its employees [who are participants in the Services], Authorised Users, and any other information which identifies the foregoing;  Information relating to employee attendance on training and eLearning activities, feedback given to and received from individuals, competence assessments of individuals, and other tests.
Categories of Data Subject	The Client and its employees [who are participants in the Services] and Authorised Users.

## ANNEX C

### RESTRICTED TRANSFER ADDENDUM

1. Pursuant to clause 4.10 of this Agreement, the parties acknowledge and agree that to the extent that any transfer of Personal Data from Imparta to the Client is considered a Restricted Transfer, the terms set out in this Annex C Restricted Transfer Addendum shall apply.
2. Where there is a Restricted Transfer, Imparta (as “data exporter”) and the Client (as “data importer”) with effect from the commencement of the relevant transfer, hereby enter into the Standard Contractual Clauses as if they were set out in full in this Annex C, subject to paragraphs 3 and 4 of this Annex C.
3. The parties agree that with respect to the EU SCCs:

Clause 7	Docking Clause	Applies
Clause 9	Subprocessors	Not used in Module 4
Clause 11(a)	Redress	Optional language shall not apply
Clause 13	Supervision	Not used in Module 4
Clause 14	Local Laws affecting compliance	Applicable where Imparta combines the Personal Data received from the Client with Personal Data collected by Imparta in the EU.
Clause 15	Access by public authorities	Applicable where Imparta combines the Personal Data received from the Client with Personal Data collected by Imparta in the EU.
Clause 17	Governing Law	Governing law will be the laws of England and Wales.
Clause 18	Choice of Forum and Jurisdiction	Disputes will be resolved by the courts of England and Wales.
Annex 1	List of Parties and Description of Transfer	Imparta is the data exporter and Client is the data importer, with their respective details being set out at the head of this Agreement.

Contact details for the data exporter are: Mark Abell, Chief Information Officer, Imparta, email: [mark.abell@imparta.com](mailto:mark.abell@imparta.com).

Contact details for the data importer are: [INSERT]

Annex I is otherwise deemed to be pre-populated with the relevant sections of Annex B to this Agreement and the processing operations are deemed to be those described in this Agreement.

4. The parties agree that with respect to the UK SCCs:

Table 1	Parties	<p>Imparta is the data exporter and Client is the data importer, with their respective details being set out at the head of this Agreement.</p> <p>Contact details for the data exporter are: Mark Abell, Chief Information Officer, Imparta, email: <a href="mailto:mark.abell@imparta.com">mark.abell@imparta.com</a>.</p> <p>Contact details for the data importer are: [INSERT]</p>
Table 2	Selected SCCs, Modules and Selected Clauses	The parties select the second option and agree that the modules, clauses and optional provisions of the Approved EU SCCs brought into effect for the purposes of the UK SCCs are as described in paragraph 3 of this Annex C in respect of the EU SCCs.
Table 3	Appendix Information	The relevant information is set out in the section of the table at paragraph 3 of this Annex C which refers to Annex 1 of the EU SCCs.
Table 4	Ending this Addendum	The parties select the box which states "neither Party".

5. The provisions of this Annex C are supplemental to the main body of the Agreement. In the event of inconsistencies between the provisions of this Annex C and the provisions of the main body of the Agreement the provisions of this Annex C shall prevail.



6. If at any time, a supervisory authority or a court with competent jurisdiction over a party mandates that Restricted Transfers must be subject to specific additional safeguards, the parties shall work together in good faith to implement such safeguards and ensure that any transfer of Personal Data is conducted with the benefit of such additional safeguards.

**ANNEX D PERMITTED THIRD PARTY PROCESSORS**

Name of Processor	Purpose of processing	Business Address	Location of Data Storage	Contact Information
Microsoft Azure	Hosting of i-Coach, including i-Coach AI coaching and training activities, if activated	Microsoft Inc., Thames Valley Park; Reading; RG6 1WG	EU and UK	Microsoft EU Data Protection Officer located at Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. Telephone: +353 1 706 3117
Microsoft 365	SaaS productivity platform for handling Imparta communications and file storage	Microsoft Inc., Thames Valley Park; Reading; RG6 1WG	UK	Microsoft EU Data as above
Zendesk	Ticketing and management of support enquiries received through i-Coach	989 Market St San Francisco, CA 94103	EU (Ireland)	30 Eastbourne Terrace Paddington, London W2 6LA, UK Client Support: zendesk.co.uk
Salesforce	CRM for managing client interactions - key contact data only	Heron Tower, 110 Bishopsgate, London EC2N 4AY	Multiple data centres	0800 092 1223
Imparta Inc	Out of Hours support and additional project support as required	Imparta Inc 954 Lexington Ave. #1081 New York NY 10021 United States	USA	Tel: +1 (516) 595 0020