



Leadership Advisory
Terms of Business

SpenglerFox Terms of Business – Leadership Advisory

1. General Provisions and Definitions

- 1.1 This document contains the Terms and Conditions (“Terms of Business”) under which SpenglerFox supplies Leadership Advisory services to its clients.
- 1.2 In these Terms of Business:
- 1.2.1 “Agreed Purposes” means the purpose of fulfilling the Assignment, including the Leadership Advisory Services and other deliverables, described in the Proposal.
- 1.2.2 “Participant” or “Participants” means any and all persons designated by the Client to participate in an assignment by SpenglerFox.
- 1.2.3 “Client” means the person, firm or corporate body who engage SpenglerFox to perform Leadership Advisory Services.
- 1.2.4 “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- 1.2.5 “Data Discloser” has the meaning given to it in clause 5. of these Terms of Business.
- 1.2.6 “Processor” has the meaning given to it in clause 5 of these Terms of Business.
- 1.2.7 “Data Protection Legislation” means any and all applicable laws and regulations relating to the Processing of Personal Data and privacy which apply to a Party and, if applicable, the guidance and binding codes of practice issued by the relevant data protection or supervisory authority, as may be revised and superseded from time to time, including but not limited to EU 2016/679 General Data Protection Regulation (the “GDPR”); (ii) Directive 2002/58/EC as updated by Directive 2009/136/EC; and (iii) the Irish Data Protection Acts 1988-2018, as applicable.
- 1.2.8 “Data Subject” means an identified or identifiable living natural person who is the subject of Personal Data, which for these purposes may include a Participant.
- 1.2.9 “Leadership Advisory Services Assignment” means the assignment, including the execution, as described in the Proposal.
- 1.2.10 “Party” means SpenglerFox or the Client and the “Parties” means both of them.
- 1.2.11 “Permitted Recipients” means the Parties, the employees of each Party and any third parties engaged by either of them to perform obligations in relation to the performance of the Leadership Advisory Services Assignment and/or these Terms of Business.
- 1.2.12 “Personal Data” means any information relating to an identified or identifiable living natural person; 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.
- 1.2.13 “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and the words “process” or “processes” or “processed” shall be construed accordingly.
- 1.2.14 “Proposal” means the proposal for the Leadership Advisory Services attached to these Terms of Business or otherwise provided by SpenglerFox to the Client in relation to the Leadership Advisory Services Assignment.
- 1.2.15 “Transferred Personal Data” means the Personal Data to be transferred from the Client to SpenglerFox under clause 5 of these Terms of Business.
- 1.2.16 “Shared Personal Data” means the Personal Data to be shared between the Parties under clause 5 of these Terms of Business.
- 1.3 All business undertaken by SpenglerFox is transacted subject to these Terms of Business and shall apply to the exclusion of any others. Any changes to these Terms of Business must be expressly approved in writing by an authorised representative of SpenglerFox. These Terms of Business shall be governed by and construed in all respects in accordance with the laws and the exclusive jurisdiction of the courts of the country in which the SpenglerFox Legal Entity, who is a party to this Agreement, is registered.
- 1.4 These Terms of Business apply to the Leadership Advisory Services Assignment to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- ### 2. Fees
- 2.1 Fees will be charged and paid as set out in the Proposal.
- 2.2 All Participant(s) travel expenses will be managed by the Client. The Client may terminate the assignment with one month’s notice. On termination, the actual expenses, executed sessions and scheduled sessions must be paid.
- 2.3 All invoices are due for payment within 30 calendar days of the date of invoice. SpenglerFox reserves the right to charge late payment interest at 0.05% of the outstanding amount per day. Where applicable, VAT is charged at the current rate at the time of invoicing. All costs of bank transfer or foreign exchange will be borne by the Client.
- ### 3. Liability
- SpenglerFox shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with SpenglerFox fulfilling or failing to fulfil the Assignment. For the avoidance of doubt, SpenglerFox does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

4. Intellectual Property Rights

- 4.1 Where the Client provides SpenglerFox with logos, trademarks and other items of intellectual property for use by SpenglerFox in advertising and promotional material developed on behalf of the Client in accordance with the Terms of Business, the Client warrants that it is either the sole legal and beneficial owner of any and all intellectual property rights in such intellectual property or that it has the right to grant SpenglerFox the necessary authority to use such intellectual property.
- 4.2 The Client shall indemnify and hold SpenglerFox harmless on demand, from and against all financial and other liability (including legal fees) arising from or in connection with any actual or alleged third party claim brought against SpenglerFox for infringement of any third party intellectual property rights and which arise out of or in connection with SpenglerFox' or the Client's use or possession of the material which the Client provides to SpenglerFox pursuant to Clause 4.1.
- 4.3 SpenglerFox is the sole owner of all materials (business cases, assignment programs or any material prepared by SpenglerFox) created or used during the time of the assignment. The Client does not obtain the right to use these materials after the termination of the assignment.

5 Data Protection

- 5.1 **Compliance.** Each of the Parties shall comply with all applicable requirements of applicable Data Protection Legislation. Each Party agrees to perform its legal obligations in relation to Personal Data in such a way as to not cause the other Party to breach any of their obligations under applicable Data Protection Legislation. This clause 5.1 does not relieve, remove or replace a Party's obligations under applicable Data Protection Legislation.

Clauses 5.2 – 5.8 only apply if the Data Subject is located in the European Union:

- 5.2 **Roles of the Parties.** The Parties acknowledge that with regards to consultancy services under this Assignments, in which SpenglerFox issues reports and analyses, each Party is a Controller of its Personal Data. Regarding services like on-site assessments of Participants presented by the Client, the Client acts as a Controller and SpenglerFox acts as a Processor

Controller to Controller Sharing of Personal Data. This section sets out the framework for the sharing of Personal Data between the Parties as Controllers in relation to the Assignment. Each Party acknowledges that one Party (the "Data Discloser") may regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

- 5.4 **Effect of non-compliance with Data Protection Legislation.** Each Party shall comply with all the obligations imposed on a Controller under applicable Data Protection Legislation, and any material breach of such Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate the Project and the contract entered into by these Terms of Business.

- 5.5 **Particular obligations relating to data sharing.** Each Party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any Data Subject whose Personal Data may be Processed for the Agreed Purposes of the nature such Processing. This includes giving notice that, on the termination of the Executive Search Assignment and/or the contract entered into by these Terms of Business, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes and in accordance with all applicable Data Protection Legislation and other similar instruments that apply its Personal Data Processing operations;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Terms of Business;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Discloser to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- (g) in the context of Personal Data of an EU Data Subject, not transfer any such Personal Data received from the Data Discloser outside the European Economic Area (the "EEA") unless the transferor:
 - 1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - 2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

- 5.5 **Controller to Processor Transfer of Personal Data.** This section sets out the framework for the transfer of Personal Data from the Controller to the Processor in relation to the Assignment. The Controller may disclose to the Processor Personal Data collected by the Controller for the Agreed Purposes.

- 5.6 **Effect of non-compliance with Data Protection Legislation.** Each Party shall comply with all the obligations imposed on them under applicable Data Protection Legislation, and any material breach of such Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate the Project and the contract entered into by these Terms of Business.

5.7 Particular obligations relating to data transfer.

Controller shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data to Processor;
- (b) give full information to any Data Subject whose Personal Data may be Processed for the Agreed Purposes of the nature of such Processing.
- (c) instruct Processor clearly and in writing how to process Transferred Personal Data.

Processor shall:

- (a) comply with all applicable Data Protection Laws in the Processing of Controller Personal Data; and
- (b) not Process Controller Personal Data other than on the relevant Controller's documented instructions.
- (c) not disclose or allow access to Transferred Personal Data to anyone other than the Permitted Recipients;
- (d) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Transferred Personal Data (including obligations of confidentiality);
- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- (f) in the context of Personal Data of an EU Data Subject, not transfer any such Personal Data received from the Controller outside the European Economic Area (the "EEA") unless the transferor:
 - 1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - 2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

5.8 Mutual assistance. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

- (a) consult with the other Party about any notices given to Data Subjects in relation to the Shared Personal Data;
- (b) promptly inform the other Party about the receipt of any Data Subject access request;
- (c) provide the other Party with reasonable assistance in complying with any Data Subject access request;
- (d) not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other Party wherever possible;
- (e) assist the other party, at the cost of the other Party, 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;

- (f) notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared or Transferred Personal Data and copies thereof to the Data Discloser on termination of the Assignment and/or the contract entered pursuant to these Terms of Business, unless required by law to store the Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and allow for audits by the other Party or the other Party's designated auditor; and
- (j) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

5.9 Indemnity

Subject to clause 3, each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party to the extent arising out of or in connection with the breach of Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

6.0 Business Information Sharing

6.1 Consent for Information Sharing. The Client hereby grants SpenglerFox consent to share relevant business information, including but not limited to financial, strategic, and operational details, with potential candidates as part of the Executive Search Assignment. This information sharing is strictly for the purpose of facilitating the recruitment process and attracting suitable candidates for the position.

6.2 Client Responsibility. The Client acknowledges that they are responsible for determining which information is appropriate to share with SpenglerFox for the purposes of the Executive Search Assignment. The Client shall clearly identify any information that is highly confidential or not to be shared with candidates.

6.3 Limitation of Liability. SpenglerFox shall exercise reasonable care in handling and sharing the Client's business information. However, SpenglerFox shall not be held liable for any losses, damages, or adverse consequences incurred by the Client resulting from the disclosure or use of shared business information by candidates or other third parties. This includes, but is not limited to, any financial losses, reputational damage, or competitive disadvantages arising from such information becoming public.

Private and Confidential

- 6.4 **Candidate Confidentiality.** SpenglerFox will make reasonable efforts to ensure that candidates receiving the Client's business information understand the confidential nature of such information. However, SpenglerFox cannot guarantee the actions of candidates and shall not be responsible for any unauthorized disclosure by candidates.
- 6.5 **Indemnification.** The Client agrees to indemnify and hold SpenglerFox harmless from any claims, actions, or demands arising from the sharing of business information as authorized under these Terms of Business.

Private and Confidential