

**GP STRATEGIES
(BESPOKE) APPLICATION HOSTING AGREEMENT
Standard Terms and Conditions Schedule**

This (Bespoke) Application Hosting Agreement is between the GP Strategies Group Company named in the related Project Schedule identified in the Commercial Terms (“GP Strategies”) and the entity that wishes to use GP Strategies’ application hosting services (as identified in the Commercial Terms) (“Client”), and describes the terms and conditions pursuant to which GP Strategies will provide the application hosting services to the Client. By usage of the Services, the Client agrees to be bound by the terms and conditions of this Agreement.

1 Definitions and Interpretation

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

“Agreement”	this (Bespoke) Application Hosting Agreement to which the Client is required to agree before using the Services comprising, where appropriate, a Statement of Work, order form and/or a signature section (in any case incorporating the Commercial Terms) and this Standard Terms and Conditions Schedule;
“Application”	the application developed and delivered by or on behalf of GP Strategies pursuant to a Statement of Work provided under a Professional Services Agreement between the Client and GP Strategies, including any applicable error corrections, updates, upgrades and modifications as may be agreed between the parties in writing from time to time;
“Charges”	the charges payable by the Client for the Services in accordance with the Commercial Terms and such other charges falling due in accordance with this Agreement;
“Client”	the Client named in the Commercial Terms;
“Commercial Terms”	the main commercial terms set out in the Statement of Work, order form and/or signature section of this Agreement
“Confidential Information”	all materials and/or information, whether or not marked or otherwise identified as confidential, whether written, oral, graphic or ascertainable by inspection of tangible objects, including without limitation: specifications, formulae, samples, prototypes, devices, techniques, processes, methods, discoveries, inventions, ideas and improvements (whether or not patentable), data, compilations, algorithms, studies, computer programs, code, research, reports, patterns, designs, sketches, plans, drawings, photographs, know-how, trade secrets, marketing plans, business plans, financial information, commercial information, technical information, pricing information, market information, information relating to relationships with third parties, information relating to business models and/or business methods, customer, supplier and distributor lists, and any other subject matter which by its nature

would be reasonably known to be confidential or proprietary, and all copies of such materials and information;

“Hosted Services”

the Application hosting services listed in clause 3.1.1;

“Initial Term”

the period specified in the Commercial Terms, or, by lack of such inclusion, the first 12 months from the Services Commencement Date;

“Intellectual Property Rights”

any patent, right to patent, copyright, design rights (registered and unregistered), trade mark and service mark (whether or not registered), trade and business names (including internet domain names and e-mail address names), database rights, know-how, trade secrets, unpatented inventions and any other intellectual property rights in any relevant jurisdiction;

“GP Strategies Group Company”

GP Strategies and any party that, directly or indirectly, partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, GP Strategies, including but not limited to direct and indirect subsidiaries of an ultimate parent holding company, and such GP Strategies Group Company may provide any or all of the Services;

“Normal Business Hours”

means the hours between 09.00 and 17.00 UK time, excluding any public holidays;

“Renewal Term”

the meaning set out in Clause 2;

“Services”

the Hosted Services and Support services listed in Clause 3.1 to be provided by GP Strategies, unless otherwise specified in the Commercial Terms;

“Services Commencement Date”

the date specified as the Services Commencement Date in the Commercial Terms or, if earlier or in the absence of a date being specified, the date from which GP Strategies starts providing any of the Services to the Client;

“Scheduled Maintenance Down-Time”

the meaning set out in Clause 4.4;

“Statement of Work” or “SOW”

the document or order form including a description of the services to be performed by GP Strategies;

“Support”

the support for Hosted Services as to be provided by GP Strategies pursuant to Clause 4;

- 1.2 In this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender.
- 1.3 The headings of Clauses are for ease of reference and will not affect the construction of this Agreement.

- 1.4 Anything agreed in the Commercial Terms takes priority over the terms and conditions set out in this Standard Terms and Conditions Schedule. Except as set out in this Agreement, no other terms shall apply in respect of the Services, even where specified in the Client's purchase order or otherwise.

2 Commencement and Duration

- 2.1 This Agreement will commence on the Services Commencement Date and will continue for the Initial Term and will renew automatically for subsequent 12 month periods or such other period as agreed in the Commercial Terms (each a "Renewal Term") until it expires or terminates pursuant to this Agreement or until terminated by either party effective at the end of the Initial Term or subsequent Renewal Term by giving not less than two months' prior written notice to the other party.

3 Provision of the Services

- 3.1 GP Strategies will provide the following Services to the Client:
 - 3.1.1 Hosting of the Application as set out in this Clause 3; and
 - 3.1.2 Support as set out in Clause 4.
- 3.2 The Application will be hosted by GP Strategies or a GP Strategies Group Company through its relevant third party hosted infrastructure provider (currently Amazon Web Services (www.aws.amazon.com) or Rackspace (www.rackspace.com)). Except where otherwise agreed in writing, GP Strategies shall not provide any uptime guarantees, nor perform any data storage, backup or recovery as part of the Services. GP Strategies does not warrant or undertake that the Services provided under this Agreement meet any ISO 27001 (or equivalent accreditation), legislative or best practice requirements.
- 3.3 The Client will promptly report to GP Strategies all identified attempts (whether successful or not) by unauthorised persons (including unauthorised persons who are employees of the Client) either to gain access to or to interfere with the Application or Services.
- 3.4 GP Strategies will not be responsible for supplying any line access, hardware or any other equipment on the Client's premises.
- 3.5 GP Strategies reserves the right at all times without prior notice to suspend the Client's access to, and/or the provision of, any of the Services for such period as is necessary to carry out emergency system maintenance, emergency upgrading, emergency testing and/or repair.
- 3.6 The Client will not be entitled to any form of access to GP Strategies' or any of GP Strategies Group Company's servers (either read or write access), databases, software or hardware other than the access provided by and through the Application and/or the Services itself.

4 Support

- 4.1 GP Strategies will provide support for the Hosted Services as included in this clause 4 but GP Strategies shall not provide any support for the Application as part of this Agreement except to the limited extent provided in clause 4.2. However, GP Strategies may provide Application support services to the Client upon terms and charges to be agreed, and always subject to a Statement of Work.
- 4.2 Maintenance and support for the Application is not included as part of the Support,

except insofar as an error correction release or patch is made available by GP Strategies to Client voluntarily as part of Support. All Intellectual Property Rights in any such error correction release or patch shall vest in and remain with GP Strategies or its applicable licensor(s). Any Application maintenance or support provided in addition to the Application maintenance and support described in this Clause 4.2 will be charged for in addition, in accordance with Clause 4.1.

- 4.3 Telephone and on-site support do not form part of Support. The only included support services for the Hosted Services are for supporting Priority 1 ("Critical Problem. System is Down.") incidents as defined below in Clause 4.6. Any other support requests related to the Application or Hosted Services are subject to acceptance by GP Strategies and may require additional charges as applicable under a separate Statement of Work.
- 4.4 The Client accepts that GP Strategies or any applicable GP Strategies Group Company will require scheduled down-time periods from time to time to perform system maintenance, backup and upgrade functions for the Services ("Scheduled Maintenance Down-Time"). Scheduled Maintenance Down-Time will be scheduled in advance and timed to minimise any disruption to the Client. Scheduled Maintenance Down-Time is required to allow GP Strategies (or its third party contractors or applicable GP Strategies Group Company) to maintain and improve server or storage space and other facilities. GP Strategies does not give any warranty that the Service will be uninterrupted or error-free.
- 4.5 The Client may designate up to two of its staff members as support contacts. Each support contact may contact GP Strategies through its online support tool or through such other means as communicated by GP Strategies. Support will be provided at the times specified in this Agreement, or as otherwise agreed between GP Strategies and the Client. The Client may change the support contacts up to twice in any year of this Agreement free of charge.
- 4.6 Support requests should be notified to GP Strategies by Client's support contacts by submitting a ticket through GP Strategies' Freshdesk tool. Under its standard Support GP Strategies will provide support for Priority 1 issues during Normal Business Hours as follows:

PRIORITY	DESCRIPTION	INITIAL RESPONSE TIME
1.	Critical problem. Hosted Services are down.	4 hours

"Initial Response Time" refers to the targeted response time by which GP Strategies will communicate (by email, online case management system or telephone) with the Client in respect of the reported problem. It does not refer to the time in which the reported problem will be resolved by GP Strategies. The Initial Response Time is calculated on the basis of Normal Business Hours.

- 4.7 Subject to clause 4.9 GP Strategies shall use reasonable efforts to resolve any Priority 1 tickets as soon as possible always during Normal Business Hours. GP Strategies shall also use its reasonable efforts to communicate ticket progress to the Client from time to time.

- 4.8 GP Strategies will use commercially reasonable efforts to prevent unauthorised access to the Application and Services. The Client acknowledges that the Services and, where applicable, data transmitted to or through the Application are provided via the internet, a publicly-available computer network, and that such networks are susceptible to failure, attack and hacking.
- 4.9 GP Strategies will have no obligation to provide the Support and/or Services where faults arise from:
- 4.9.1 misuse, incorrect use of or damage to the Application or Services from whatever cause (other than any act or omission by GP Strategies or any party under its control);
 - 4.9.2 Client's failure to maintain the necessary environmental conditions for use of the Application;
 - 4.9.3 modification to the Application or Services by any person other than GP Strategies or any party under its control;
 - 4.9.4 breach of the Client's obligations under this Agreement; or
 - 4.9.5 Client's operator error.

5 Client's Obligations

- 5.1 The Client will:
- 5.1.1 use the Services in accordance with GP Strategies' reasonable operating instructions as may be made available to the Client in writing (including via email, and support channels such as Freshdesk) from time to time, and the terms of this Agreement;
 - 5.1.2 where applicable, be responsible for ensuring that the Services are not used for the sending, recording or storage of any defamatory, offensive, abusive, derogatory, blasphemous, racist, obscene or menacing material or in a manner which infringes the rights of any person (including rights of data privacy, copyright and confidentiality);
 - 5.1.3 be responsible for complying with its obligations under any applicable statutory provisions in any relevant jurisdiction in respect of the Services.
- 5.2 Where the Client wishes to dispute an invoice or part of an invoice it will do so as soon as reasonably practicable and in any event within 15 working days of issuance of the applicable invoice after which time, its right to dispute the invoice will lapse.

6 Warranties

- 6.1 GP Strategies hereby warrants to the Client that it will provide the Services with reasonable skill and care.
- 6.2 The parties warrant that the persons executing this Agreement are authorised to do so on behalf of the relevant parties and that the execution, delivery and performance of this Agreement does not in any way conflict with any other agreement including, but not limited to, any policy or guidelines binding on those persons.
- 6.3 The Client warrants that:

- 6.3.1 Where applicable, it will use reasonably commercial endeavours, including using up-to-date virus-checking routines, to ensure that its data and content transmitted to the Services remain free from viruses and other malicious code;
- 6.3.2 in using the Services and Application it will comply with all applicable laws;
- 6.3.3 where applicable, it will not upload any material or content through the Application to the Services which may cause harm to GP Strategies' (or any GP Strategies Group Company's) servers or to the provision of the Services.

7 Charges and Payment

- 7.1 In consideration of GP Strategies providing the Services under this Agreement, the Client will pay the Charges to GP Strategies prior to the commencement of each year of this Agreement. Payment of all additional charges falling due under this Agreement shall be made within 30 days of the date of GP Strategies' invoice. If Customer requires a purchase order (P.O.), it shall be provided when the Order Form or SOW is signed. In no event shall Customer's failure or delay in providing a P.O. alter its payment obligations under the relevant Order Form or SOW.
- 7.2 All charges quoted by GP Strategies are exclusive of any Value Added Tax and any other applicable local, regional or national taxes, levies or charges, for which the Client will be additionally liable at the rate applicable at the date of GP Strategies' invoice.
- 7.3 Payment of all amounts due to GP Strategies will be made by the Client in the agreed currency by wire transfer or by such other method as may be agreed or specified from time to time by GP Strategies. The Client will be responsible for payment of all its bank charges.
- 7.4 Payment of all sums due to GP Strategies must be made by the Client in full without any set-off (whether at common law or otherwise), deductions or withholding for or on account of any taxes, fees, levies, imposts, duties or charges of any nature imposed by any governmental authority on any payment due hereunder, except as required by law.
- 7.5 If the Client fails to make a payment (which has not been disputed in good faith in accordance with Clause 5.2) to GP Strategies in accordance with this Clause 7, GP Strategies will be entitled to (i) charge interest on the overdue amount at a rate of 1.5% per month compounded monthly from 30 days after the invoice date until the date of payment, and (ii) recover on demand from the Client the costs (including reasonable attorneys' costs) incurred by GP Strategies in collecting or recovering the payment due from the Client.
- 7.6 GP Strategies may increase per the end of the Initial Term or applicable Renewal Term the Charges with at least 90 days' notice in writing before the end of the Initial Term and before the end of each subsequent Renewal Term.
- 7.7 Pricing and applicable terms for any services other than the Services shall be as may be agreed by the Parties in a SOW.

8 Confidentiality

- 8.1 Each party to this Agreement (the "Receiving Party") agrees to keep confidential and not copy, adapt, alter or divulge to any third party any and all Confidential Information supplied to or observed by its agents, employees or subcontractors in the course of performing this Agreement which belongs to or relates to the other party (the "Disclosing

Party”) or the other party’s business, organisation, work methods, know-how, clients, programs or products, or which belongs to or relates to any member of the other party’s group.

- 8.2 Each party will immediately inform the other if it becomes aware of the possession, use or knowledge of, or attempts to gain access to, any of the Confidential Information by any person not authorised to possess, use or have knowledge of the Confidential Information and will at the request of the other party provide such reasonable assistance at its own expense as is required by such other party to deal with such event.
- 8.3 The provisions of Clauses 8.1 and 8.2 will not apply to any information which:
- 8.3.1 is in or enters the public domain other than by breach of Clauses 8.1 and 8.2; or
 - 8.3.2 is obtained from a third party who is lawfully authorised to disclose such information; or
 - 8.3.3 is independently developed without reference to the Confidential Information of the Disclosing Party and such independent development can be proved to the reasonable satisfaction of the Disclosing Party; or
 - 8.3.4 is authorised for release by written consent of the Disclosing Party; or
 - 8.3.5 is required to be disclosed by law or order of a court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has given the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

9 Data Protection

- 9.1 GP Strategies may process certain personal data as defined in the Data Protection Act 2018, and the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) on the Client’s behalf under this Agreement, and the parties agree that GP Strategies will be in such case be the data processor, the Client will be the data controller and that the following provisions will apply:
- 9.1.1 The categories of personal data which may be processed under this agreement may include the names, email addresses, job titles, profile pictures, assessment results, internal comments and/or other e-learning and performance data relating to the Client and the users of the Application;
 - 9.1.2 The nature and purpose of the personal data processing shall include such processing as may be reasonably required for GP Strategies to perform its obligations under this Agreement and for the Client’s legitimate business purposes;
 - 9.1.3 The Client, as data controller:
 - 9.1.4 confirms that it has processed and will continue to process the relevant personal data in accordance with the relevant provisions of applicable data protection laws (including the GDPR) and the processing doesn’t breach any laws;

- 9.1.5 will reasonably instruct GP Strategies throughout the duration of the agreement to process the relevant personal data exclusively on the Client's behalf and in accordance with the applicable data protection laws and GP Strategies shall promptly comply with any request from the Client requiring GP Strategies to amend, transfer or delete the relevant personal data insofar as this is under GP Strategies' control;
- 9.1.6 will ensure that it is entitled to transfer the relevant personal data to GP Strategies so that GP Strategies may lawfully process the personal data in accordance with this agreement on the Client's behalf;
- 9.1.7 shall take and maintain throughout the term of this agreement appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage, which shall include the obligation to keep the Application up to date and appropriately secure through the application of regular updates and upgrades. The Client shall indemnify GP Strategies against all costs, claims, damages and liability which GP Strategies may incur as a result of the Client's breach of its obligation to keep the Application up to date and appropriately secure through the application of regular updates and upgrades.
- 9.1.8 GP Strategies, as data processor shall:
- 9.1.9 only process such personal information on the written instructions of the Client, and the parties agree that the documented instructions are set out in this Agreement or may otherwise be agreed in connection with the performance of this Agreement, such as pursuant to any support requests raised by the Client;
- 9.1.10 ensure that its staff processing such personal information are bound by obligations of confidentiality;
- 9.1.11 take all measures required by the GDPR;
- 9.1.12 not engage another processor without the prior written consent of the Client (not to be unreasonably withheld or delayed) and only on terms which reflect this clause 9 provided that the Client hereby provides its general consent to GP Strategies' engagement of
 - 9.1.12.1 any processor that is also a GP Strategies Group Company (www.gpstrategies.com);
 - 9.1.12.2 any third party hosting infrastructure provider it may require in the performance of the Services (GP Strategies currently uses Amazon Web Services (www.amazon.aws.com) and/or Rackspace (www.rackspace.com));
 - 9.1.12.3 any processor involved in the provision of a client support ticketing system to register any support queries (GP Strategies currently uses Freshdesk (www.freshdesk.com) and Atlassian (www.atlassian.com)); and
 - 9.1.12.4 any processor providing client relationship management systems for account management purposes (GP Strategies currently uses Salesforce (www.salesforce.com) and Pardot (www.pardot.com)).

Where any change in any (sub)processor under clauses 9.1.12.1-9.1.12.4 is planned, GP Strategies shall inform the Client as far in advance as reasonably

practicable and in the event that the Client, acting reasonably, objects to such a change, the parties shall have a good faith discussion to find a way to deal with the Client's concerns;

- 9.1.13 implement appropriate technical and operational measures to ensure a level of security appropriate to the general risks involved in the Services as required by Article 32 of the GDPR;
- 9.1.14 taking into account the nature of the processing, assist the Client by implementing appropriate technical and organisational measures, in so far as this is reasonably possible, and in each case subject to a reasonable charge, for the fulfilment of the Client's obligation to respond to requests for exercising the data subjects' (as defined in the GDPR) rights laid down in Chapter III of the GDPR;
- 9.1.15 reasonably assist the Client (subject to such reasonable charge as may be agreed) in fulfilling its obligations to respond to requests for exercising the data subject's rights set out in Chapter III of the GDPR;
- 9.1.16 reasonably assist the Client in ensuring compliance with the obligations set out in this clause 9 and contained in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to GP Strategies;
- 9.1.17 comply with its obligations under Article 28(4) of the GDPR;
- 9.1.18 at the option of the Client, on expiry or earlier termination of this Agreement, either delete or return to the Client all of the Client's personal information;
- 9.1.19 make available to the Client all information reasonably necessary and contribute to audits and inspections reasonably carried out by the Client or on its behalf at the Client's cost to demonstrate GP Strategies' compliance with Article 28 of the GDPR and this agreement; and
- 9.1.20 inform the Client if, in GP Strategies' opinion, any instruction provided by the Client would infringe the GDPR.

10 Limitation of Liability and Disclaimers

- 10.1 This Clause 10 sets out the entire financial liability of GP Strategies (including any liability for the acts or omissions of GP Strategies Group Companies and their respective employees, agents and sub-contractors) to the Client:
 - 10.1.1 arising under or in connection with this Agreement;
 - 10.1.2 in respect of any use made by the Client of the Services, or any part of them; and
 - 10.1.3 in respect of any warranty, representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2 Except as expressly and specifically provided in this Agreement, 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 including, without limitation, that the Services will be uninterrupted

or virus or error free, that any network or other services supplied by any operator other than GP Strategies will be uninterrupted or virus or error free or that the Services will meet the Client's requirements other than as stated in this Agreement, or operate in combinations with hardware, software, platforms, systems or databases used by or on behalf of the Client.

10.3 Nothing in this Agreement excludes the liability of either Party:

10.3.1 for death or personal injury caused by that Party's negligence; or

10.3.2 for fraud or fraudulent misrepresentation; or

10.3.3 for any damages resulting from that Party's wilful misconduct or gross negligence.

10.4 Subject to Clause 10.3:

10.4.1 GP Strategies shall not be liable whether in contract, tort (including for negligence breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of revenue, loss of profits, loss of business or contracts, loss of actual or anticipated savings, depletion of goodwill and/or similar losses or loss of or corruption to data or information, or pure economic loss, or for any special, incidental, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement, even if it has been advised of the possibility of the same; and

10.4.2 GP Strategies' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the charges paid by Client for the Services during the 12 months preceding the date on which the claim arose.

11 Suspension and Termination

11.1 Either party may (without prejudice to its other rights) terminate this Agreement by notice in writing to the other if the other Party:

11.1.1 defaults in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of receipt of the terminating party's notice so to do, and such termination will take effect either immediately or at a date specified in the notice provided that this provision will not apply to a failure to pay any sum by the due date; or

11.1.2 becomes bankrupt or insolvent, or if the other party's business is placed in the hands of a receiver or trustee, whether voluntarily or otherwise, and such termination will take effect either immediately or at a date specified in such notice.

11.2 GP Strategies will have the right to terminate this Agreement on serving written notice with immediate effect if the Client does not pay any sum within 10 days of receiving a written reminder from GP Strategies provided that the sum has not been disputed in good faith in accordance with Clause 5.2.

- 11.3 GP Strategies may also suspend the provision of the Services under this Agreement on giving not less than 2 business days' notice in writing if circumstances arise in respect of which it has the right to terminate this Agreement under Clause 11.1 or 11.2. and may continue the suspension until the relevant payment has been made or the relevant breach has been cured.

12 Consequences of Termination

- 12.1 On termination of this Agreement for any reason:

12.1.1 the Client will immediately stop accessing the Services; and

12.1.2 each party shall return and make no further use of any equipment, property, materials, Confidential Information and other items (including all copies of them) belonging to the other.

- 12.2 Termination of this Agreement will not affect the obligation of the Client to pay GP Strategies, as the case may be, any charges or other payments which are due and unpaid at the date of termination.

- 12.3 Any termination of this Agreement will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13 Force Majeure

- 13.1 Neither GP Strategies nor the Client will be liable to the other under this Agreement for any failure to perform its obligations hereunder other than Client's payment obligations or for any loss or damage which may be suffered by the other Party due to any circumstances beyond its reasonable control including, without limitation, any Act of God, failure or shortage of power supplies, flood, lightning or fire, strike or other industrial action, the act or omission of Government or other competent regulatory authority, terrorism, war, military operations, epidemic, quarantine restrictions or riot. GP Strategies bears no responsibility for any adverse effect on the Services (including, but not limited to, server failure or slow response time) caused by any acts of the Client in violation of this Agreement.

- 13.2 If either the Client or GP Strategies wishes to rely upon this Clause 13 it will send written notice to the other party explaining the relevant force majeure circumstances as soon as reasonably possible.

14 General

- 14.1 This Agreement is personal to the Client and may not be assigned to any third party in whole or in part, including by sale of assets, merger, consolidation or otherwise, without the prior written consent of GP Strategies, not to be unreasonably withheld.

- 14.2 GP Strategies has the right to assign the Services, this Agreement or any part of this Agreement or the Services to a GP Strategies Group Company. In the event of such assignment, GP Strategies shall remain responsible for all acts and omissions of the applicable GP Strategies Group Company and/ or third-party service provider subject to the terms of this Agreement.

- 14.3 The terms of this Agreement will not be varied or amended unless such variation or

amendment is agreed by separate agreement specifically drafted for said purpose and executed by duly authorised representatives from the Client and GP Strategies.

- 14.4 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Client and GP Strategies will immediately commence good faith negotiations to remedy such invalidity.
- 14.5 No failure or delay on the part of either of the Parties to this Agreement to exercise any right or remedy under this Agreement will be construed or operate as a waiver nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 14.6 This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced in this Agreement, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

15 Notices and Communications

- 15.1 Any notice or other document to be given under this Agreement will be in writing and will be deemed to have been duly given if left at or sent by hand or by registered post, or by facsimile or such other electronic media (including email) to a Party at the address or facsimile number set out in the signature section of this Agreement or such other (email) address or facsimile number as one Party may from time to time designate by written (email) notice to the other.
- 15.2 Any such notice or other document will be deemed to have been received by the addressee three (3) working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by facsimile, or at the moment of receipt of a confirmation for receipt in the case of email or other electronic means.

16 Anti-Corruption

The Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of GP Strategies' employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If the Client learns of any violation of the above restriction, it will use reasonable efforts to promptly notify GP Strategies' Legal and Compliance Department at the following address: gplegalnotices@gpstrategies.com.

17 Governing Law and Disputes

This Agreement will be governed by and construed and interpreted in accordance with the laws of law of the State of Maryland, Howard County Courts if the Agreement is executed and performed in the Americas and in all other instances the laws of England where the English courts shall apply. The Parties hereby submit to the exclusive jurisdiction of said courts.