

SAVILLE ASSESSMENT NORDIC A/S

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STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

Assessee: any respondent to any of the questionnaires or tests covered by these Terms and Conditions.

Assessment Data: any data relating to any Assessee (including Personal Data) collected during the Client's use of the Products or collected by the Client during its sale of the Products.

Bureau Service: when the Company sends links to Assessee on behalf of the Client.

The Client: the person(s) or company who purchases the Products and/or Services from the Company.

The Company: Saville Assessment Nordic A/S.

Contract: any agreement/contract between the Client and the Company for the sale and purchase of the Products and/or consultancy services. These Terms and Conditions are incorporated in the contract.

Delivery Point: the place where delivery of the Products and/or Services is to take place under condition 5.

Ethical Guidelines: the Ethical Guidelines displayed on the Website.

Order: the order placed by the Client with the Company for the supply of the Products and/or Services.

Product: any products supplied to the Client by the Company (including any part or parts of them).

Restricted Products: any psychometric tests or materials (including but not limited to assessment reports) which at the time of purchase are identified as restricted in the current catalogue, in our other sales literature, on the website or on the tests or materials themselves.

Registered User: the named individual qualified to use the Restricted Products and approved to do so by the Company.

SA: Saville Assessment Ltd., company registration no. 5105906. SA Ltd. is the licensor and owner of the Products, and the Company has been appointed by SA as distributor of the Products.

Services: any services, including consultancy services and training courses agreed in the Contract to be supplied to the Client by the Company (including any part or parts of them).

Terms and Conditions: These Terms and Conditions.

Website: www.savilleconsulting.eu

2. TERMS AND CONDITIONS

- 2.1 The Contract together with these Terms and Conditions embody the entire agreement between the Company and the Client in respect of the matters referred to in it and supersedes any previous agreements between the parties.
- 2.2 Any order for Products and/or Services by the Client from the Company shall be deemed to be an offer by the Client to purchase Products and/or Services subject to these Terms and Conditions.

3. ORDER ACCEPTANCES

- 3.1 The Company seeks to uphold the guidelines "Professional Personality Assessments in Public and Private Companies" established by "Videncenter for Professionel Personvurdering" (VPP) on sales of Restricted Products. Purchases of Restricted Products must be made by, or on behalf of, an identified Registered User who is qualified to use the Restricted Products and has registered with the Company in accordance with the Company's registration procedures. Restricted Products must be used in compliance with the Company's Ethical Guidelines available on the Company's Website. The Ethical Guidelines are subject to change without prior notice. The Company reserves the right to refuse to supply Restricted Products to the Client or Registered User if the Client or the Registered User fails to comply with the Ethical Guidelines.
- 3.2 No Order placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement is issued by the Company or (if earlier) the Company delivers the Products and/or Services to the Client.
- 3.3 Any quotation is valid for a period of 30 days provided that the Company has not previously withdrawn it.

4. DESCRIPTION

- 4.1 All descriptive materials and all brochures, specifications and advertising issued by the Company are published for the sole purpose of giving an approximate idea of the Products and/or Services offered by the Company. Such ancillary materials shall not form part of this Contract.

5. DELIVERY

- 5.1 The Company shall not be liable for any non-delivery of Products and/or Services (even if caused by the Company's negligence) if written notice is given to the Client within seven days of the date when the Products and/or Services should have been received by the Client.
- 5.2 Any liability of the Company for non-delivery of the Products and/or Services shall be limited to replacing the Products and/or Services within a reasonable time or issuing a credit note against any invoice raised for such Products and/or Services.
- 5.3 Delivery of web-based Products and/or Services related hereto and provided by the Company will be subject to service levels as set out in Appendix 1.

6. TERMS FOR USE OF THE PRODUCTS

- 6.1 It is a condition for obtaining access to using the Products that the Client's Registered Users and Assesseees' accept SA's terms for using the Products, including SA's privacy policy. SA is entitled to change the wording of the terms for using the Products, including SA's privacy policy, without the Client's consent. Change of the wording of the terms will be announced on the Company's website 1 month before the change takes effect. The Client accepts that SA's terms for using the Products take precedence in the event of conflicting stipulations in the Client's contractual basis with the Company unless SA's consent has been obtained in connection with such derogation.

7. PRICE

- 7.1 Unless otherwise agreed in writing between the Client and the Company, the price for the Products and/or Services shall be the price set out in the Company's current price list, valid as at the date of delivery.
- 7.2 The price for the Products and/or Services is exclusive of VAT and other taxes. In case of subsequent increases in VAT or other taxes, prices under the Contract will be increased accordingly, unless it is paid directly by the Client.
- 7.3 Prices are subject to annual adjustment as per 1st January according to general price movement.

8. PAYMENT

- 8.1 Invoices are due for payment net 14 days from invoice date.
- 8.2 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 8.3 If the Client fails to pay the Company any sum due, the Client will be liable to pay interest to the Company on such sum from the due date at the rate of 1.5% per started month.
- 8.4 The Company shall be entitled to withhold delivery of any Products and/or Services or cancel the contract if the Client fails to pay to the Company any sum by the due date. The Company shall incur no liability in respect of such withholding of delivery or cancellation. Upon such cancellation and without prejudice to any other right that the Company may have, the Client shall be liable to pay damages to the Company for breach of contract and any costs incurred by the Company associated with the recovery of the debt.
- 8.5 One invoice is standard per test administration system (Oasys). For additional invoices related to the same test administration system, an administration fee of DKK 200.00 will be added per additional invoice. Splitting up in several invoices is possible, under the assumption that the Client makes use of the appropriate functionality in the test administration system.

9. CANCELLATION OF ORDERS

- 9.1 An accepted Order may only be cancelled or varied with the Company's written consent.
- 9.2 Bureau Service is invoiced for sending out test links to Assesseees. A cancellation can take place within 72 hours after being ordered. If cancelled, an administration fee of DKK 200.00 per assessee will be invoiced.

10. CLIENT'S OBLIGATIONS AND RESPONSIBILITY

- 10.1 The Client warrants and undertakes that (a) only a Registered User uses the Restricted Products according to the Company's Ethical Guidelines available on the Website; and (b) the Restricted Products are not available to any individual who is not a Registered User.
- 10.2 The Client must indemnify the Company from all loss, claims, liabilities and expenses (inclusive of legal fees) held by the Company in relation to the Client's breach of Contract and/or these Terms and Conditions or the Client's misuse of the Products in variance with the Contract and/or these Terms and Conditions.
- 10.3 The Company shall be entitled to withdraw or suspend delivered Products, if:
 - the Client violates essential commitments under these Terms and Conditions.
 - the Client does not ensure that the Products are used by sufficiently certified employees.
 - the Client is bankrupt or insolvent and corresponding prosecution has been initiated against the Client or the Client's representatives.
 - the Client's behaviour compromises the stability, the security or the operation of the Company.

11. LIMITATION OF LIABILITY

- 11.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of any breach of these Terms and Conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 The Company's liability for all defaults resulting in direct loss to the tangible property of the Client shall in no event exceed the amount actually received by the Company under the Contract with the Client during the prior twelve months.
- 11.3 The Company shall not be liable to the Client for any indirect loss including but not limited to pure economic loss, loss of profit, loss of business, depletion of goodwill.
- 11.4 The Company is not responsible for the suitability of the Products and/or Services for any particular purpose and the Client shall use its own skill and judgement to satisfy itself that the Products and/or Services are of suitable quality and suitable for the purpose of the Client. This condition 11.4 shall apply notwithstanding that an employee of the Company or its agent may at any time have made representations or given opinions, whether in writing or otherwise, as to the suitability of any Products and/or Services for any particular purpose.
- 11.5 The Company gives no warranties and shall not be liable to either the Client or any third parties as to the appropriateness of the Products and/or Services including but not limited to the completeness or accuracy of any assessment reports.
- 11.6 The Company excludes all liability for any disparate impact or disparate treatment and sexual or racial discrimination resulting from the use of any Products and/or Services provided by the Company. The Client shall indemnify the Company fully in the event that the Company or its licensors suffer any losses, claims, liabilities, damages, expenses or costs as a result (whether direct or indirect) of any breach by the Clients of such warranties and undertakings.

12. INTELLECTUAL PROPERTY

- 12.1 The copyright in the content of any Products or data collected through the use of the Registered Products and Services and/or work produced during or as a result of the Contract is the absolute property of the Company or SA.
- 12.2 The Client is entitled to make any changes or modifications of the Products. If the Client makes changes or modifications of the Products, the Client must indemnify the Company from all loss, claims, liabilities, expenses (inclusive of legal fees) that the Company consequently has.

13. CONFIDENTIALITY

- 13.1 Each party, its agents and employees shall keep confidential all information obtained from the other part.

14. DATA PROTECTION

- 14.1 Where Assesseees provide the Company with personal data about themselves in connection with these Terms and Conditions, the Company shall process the Candidate's personal data in the manner and for the purposes detailed in the written Data Processing Agreement entered between the Company and the Client. By entering into the Contract the Client agrees and consent to the Company's use of personal data as set out below.
- 14.2 The Client is data controller and the Company is data processeor with respect to personal data processed by the Company pursuant to the Contract.
- 14.3 When purchasing Products under the Contract, the Client guarantees that the Assessee has provided specific and informed consent to the Company's processing of the Candidate's personal data as set out in and the Data Processing Agreement between the Company and the Client.
- 14.4 The Company is entitled to change these Terms and Conditions without notice.
- 14.5 The Company is entitled to use the Registered Users' and the Assesseees' personal names and email addresses for invoicing the Client and in connection with bookkeeping and audit. Personal data used for invoicing, bookkeeping and audit are stored for as long as it is required pursuant to accounting legislation.
- 14.6 The Client must indemnify the Company for any loss (incl. fines, interests and legal costs) if a loss, expenses or liabilities are inflicted on the Company as a consequence of the Client's breach of its obligations under data protection legislation, including any local data protection legislation to which the Client is subject.
- 14.7 Assessee is entitled to receive information as to whether personal data is processed in respect of the Assessee. The Assessee may ask the Company to make any necessary changes to ensure that the registered personal data is accurate and kept up-to-date. A written request for insight into which personal data is processed by the Company must be submitted to the Company. Application may take place by email to adm@savilleassessment.eu

15. ASSIGNMENT

- 15.1 Neither party shall be entitled to assign the Contract or any part of it without the prior written consent of the other party except in the case of a corporate restructuring that does not result in a change of control of the party making such an assignment.
- 15.2 Notwithstanding condition 15.1 the Company may assign the Contract to any of its affiliated companies or approved agents.

16. DETERMINATION OF CONTRACT

- 16.1 The Company shall be entitled to determine the Contract immediately if the following apply
- the Client is in breach or anticipated breach of any of the Client's obligations to the Company.
 - the Client applies for suspension of payments, formal corporate reconstruction procedure is commenced or a composition with the creditors is made or the Client goes into liquidation.
 - a petition is filed for liquidation proceedings against the Client and the insolvent estate does not within 5 business days from the issuance of the bankruptcy order inform the Company that the insolvent estate adopts the Contract.
- 16.2 In the event of the Company's termination of the Contract the Company shall not be under any obligation to supply any further Products or Services under the Contract.
- 16.2.1 The Client shall indemnify the Company against all loss (including loss of profit) costs (including costs of labor) and all expenses suffered by the Company by reason of such determination.

- 16.3 Either party may terminate this Contract at any time for convenience on giving not less than three months' written notice to the other party, except where the Contract is subject to an agreed minimum term or agreed subscription term, the effective date of such termination shall be on the date of the expiry of such agreed minimum term or agreed subscription term.

17. GENERAL

- 17.2 If any provision of the Contract is found by any court or tribunal to be void or unenforceable it shall be deemed to be severable, and the remaining provisions of the Contract shall continue in full force.
- 17.3 Nothing in these Terms and Conditions shall be deemed or construed to constitute the Client or its employees, as the agent or legal representative of the Company for any reason whatsoever. The Client is not granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the Company or to bind the Company in any manner whatsoever.
- 17.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 17.5 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays.
- 17.6 This Contract is governed by Danish law and the parties submit to the exclusive jurisdiction of Sø- og Handelsretten.

Appendix 1

Service Level Agreement

Client is purchasing web-based assessment services from the Company:

1. Subject to the Client meeting the Client's obligations under this Agreement, the Company shall use all reasonable endeavors to ensure that the web-based assessment service is available to the Client throughout the term of the Contract.
2. The Assessee completes questionnaires or tests. Reports can be generated based on Assessment Data and subject to the fees set out in the Company's current price list.
3. If the Client has had its own web-based test administration system (Oasys) set up, the Assessment Data will be available to the Client for a period of 24 months unless otherwise agreed in writing between the Company and the Client. For the sake of 'Disaster Recovery' (DR), backup databases are maintained for 35 days.
4. If the Client makes use of the Company's Bureau Service, Assessment data will be available to the Client for 6 months. For the sake of 'Disaster Recovery' (DR), backup databases are maintained for 35 days. (In case of Bureau Service, the Company sends test links to the Client's Assessee, and after test completion the Client can gain access to the Assessee's reports in Oasys). The Company's Bureau Service is available on business days from 9.00 am to 4.00 pm CET.
5. Network uptime, excluding planned downtimes notified to the Client by the Company in accordance with clause 1, shall be as follows:
 - 5.1 99.5% availability based on network average during the hours of 9.00 am on Monday to 7.00 pm CET on Friday except UK public holidays and 99% availability at other times.

6. The Company shall not be liable for any defect or failure in the performance of the web-based assessment for reasons beyond the Company's control including but not limited to link failures, power difficulties, telephone outages, network overload, issues related to Client's or Assessee's systems, default or failure of a third party, government actions, failure in the supply of a third party's access line or any event of force majeure.
7. It is required that the Client designates contact person(s) as Super user(s) of the Company's test administration system, Oasys. The Super user(s) will be the point of contact(s) for colleagues in the use of Oasys.

Appendix 2

Public Training Courses

1. Public Training Courses and Prices
 - 1.1 The Company is entitled to change details of design of courses, including content and prices without notice.
 - 1.2 The cost of optional overnight accommodation is not included in the training course fees.
 - 1.3 The Company reserves the right to cancel or reschedule training courses without penalty or liability if there are insufficient bookings, or for reasons outside the Company's control. The Company will endeavour to notify participants as soon as reasonably possible.
2. Cancellation Policy
 - 2.1 In respect of cancellation by the Company, a full refund will be given.
 - 2.2 The full training course fee will be payable for any cancellation by a participant for any reason within 21 days of the start of the training course. No fees will be payable, for any cancellation received in writing more than 21 days before the training course start date.
 - 2.3 Transfers from one training course to another on an alternative date are treated as cancellations. A booking is then required for the new course date at the full price.
 - 2.4 Transfer of follow-up session within 10 days prior to the agreed date is considered as a cancellation. A new follow-up session is to be agreed at full price with deduction of three mandatory tests, cf. valid price list.
 - 2.5 Participant substitutions can be accepted, without charge, at any time provided that the substitute meets the entrance requirement and has completed any pre-course study.
 - 2.6 If mandatory preparation materials have not been completed 5 days prior to training course start, this is considered a cancellation and booking at a new course is required at full price

3. Certification of Participants

- 3.1 Participants on training courses should note that successful completion of such training courses requires participants to demonstrate an understanding of the underlying principles and shows competence in the use of the product(s) concerned. Whilst the Company will make every effort to ensure a high standard of training and impartiality in such awards, no guarantee is given that every participant attending will receive such certification

Appendix 3

Inhouse Training Courses

1. Inhouse Training courses can be cost efficient if the Client has a number of participants. Price is provided on request.
2. Conditions:
 - 2.1 Details and requirements for inhouse training courses will be agreed when the training course is booked. In addition to the training course fee, the Client will usually be asked to arrange/pay for the following:
 - 2.1.1 Training venue, AV-equipment and wireless internet.
 - 2.1.2 All meals and refreshments during the training course.
 - 2.1.3 Travel and subsistence for course director(s)
3. Other terms and conditions are as for public training courses

Appendix 4

Consultancy

1. Consultancy Projects:
 - 1.1 Projects will only commence following an agreement with the Client including clear project description
 - 1.2 Projects will only commence following an agreement with the Client including clear project description.
2. Fees and Cancellation:
 - 2.1 A Consultancy day is a maximum of eight hours between the hours of 9.00 am and 6.00 pm CET unless otherwise agreed in writing between the parties. If evening, weekend or public holiday work is involved and/or if the project involves work outside Denmark, higher rates will apply as agreed in writing
 - 2.2 Travel time may be charged
 - 2.3 Unless otherwise agreed in writing between the parties, 30% of the total fees for the consultancy project will be invoiced on commencement. 50% of the fees will be invoiced on a monthly basis as the project proceeds with the final 20% invoiced on completion of the project.
 - 2.4 Charges for cancellation or postponement by the Client before the commencement of a consultancy assignment are as follows:
 - 2.4.1 Within two weeks: the full consultancy fee.
 - 2.4.2 Within two to four weeks: 50% of the full consultancy fee

- 2.5 If the Client requests any variation to the project the Company will seek to meet the request. If these changes result in extra time to be used this will be charged at the prevailing rate per Consultancy day
- 2.6 Expenses incurred in the course of undertaking the project, for example travel, accommodation, subsistence and courier costs, will be charged in addition to the Consultancy fees