



PLATAFORMA PARA LA INTEGRIDAD Y EL CUMPLIMIENTO

## SERVICE AGREEMENT

### COMPANY INFORMATION:

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323208

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**Commencement Date:** September 1, 2021

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### COMPANY INFORMATION:

**Company Name:** EthicsGlobal, S.A.P.I. DE C.V.

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## DEFINITIONS

1. **DEFINITIONS.** AS USED IN THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SET FORTH BELOW:

1.1 **"STATE BOARD OF ADMINISTRATION OF FLORIDA"** SHALL BE REFERRED TO AS THE CLIENT. **"ETHICSGLOBAL"** MEANS ETHICSGLOBAL, LLC A COMPANY BASED IN USA, HENCEFORTH SHALL BE REFERRED TO AS **"ETHICSGLOBAL"**

1.2 **"LIMITED USE USERS"** IF THE HIRED SERVICE (REFER TO ANNEX A, SECTION II) INCLUDES IT, MEANS THE LIST CLIENT. PROVIDES ETHICSGLOBAL ON ETHICSGLOBAL'S WEBSITE COMPRISED OF SPECIFIC INDIVIDUALS WHO ARE DESIGNATED TO RECEIVE E-MAIL NOTIFICATION OF THE EXISTENCE AND AVAILABILITY OF A REPORT FOR REVIEW. THE CLIENT MAY MODIFY THIS LIST AT ANY TIME THROUGH THE USE OF ETHICSGLOBAL'S ONLINE SYSTEM; PROVIDED, HOWEVER THAT: (A) ANY MODIFICATION SHALL ONLY BE EFFECTIVE COMMENCING ONE (1) BUSINESS DAY AFTER ANY MODIFICATION HAS BEEN SUBMITTED TO AND RECEIVED BY ETHICSGLOBAL; AND (B) THE INDIVIDUAL DESIGNATED BY CLIENT AS THE CLIENT ADMINISTRATOR MAY ONLY BE MODIFIED UPON WRITTEN NOTICE TO ETHICSGLOBAL IN ACCORDANCE WITH SECTION 13, BY THE AUTHORIZED OFFICER(S) OF CLIENT SPECIFIED IN ANNEX A

1.3 **"ADMINISTRATOR"** MEANS THE POINT OF CONTACT FOR IMPLEMENTATION AND SET UP OF THE ETHICS REPORTING SYSTEM. ETHICSGLOBAL'S IMPLEMENTATION TEAM WILL TRAIN THE ADMINISTRATOR AND THE ADMINISTRATOR, IN TURN, WILL TRAIN AND MANAGE ALL REPORT RECIPIENTS AND USERS FOR THE ETHICS REPORTING SYSTEM. THE ADMINISTRATOR HAS THE ABILITY TO ADD NEW USERS TO THE SYSTEM, MODIFY USER PROFILES AND DELETE USER PROFILES AS NECESSARY. IF THE HIRED SERVICE (REFER TO ANNEX A, SECTION II) INCLUDES IT, THE ADMINISTRATOR HAS ACCESS TO ALL REPORTS AND ISSUE TYPES WITHIN THE SYSTEM. THE PRIMARY ADMINISTRATOR IS THE MAIN POINT OF CONTACT, AND THE SECONDARY ADMINISTRATOR SERVES AS THE ADMINISTRATOR IN THE PRIMARY ADMINISTRATOR'S ABSENCE.

1.4 **"ADVERSE CONSEQUENCES"** MEANS ALL THIRD-PARTY ACTIONS, SUITS, PROCEEDINGS, HEARINGS, INVESTIGATIONS, CHARGES, COMPLAINTS, CLAIMS, DEMANDS, INJUNCTIONS, JUDGMENTS, ORDERS, DECREES, RULINGS, DAMAGES, COSTS, LIABILITIES, OBLIGATIONS, LOSSES, EXPENSES, FEES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES).

1.5 **"AFFILIATE"** MEANS ANY CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR OTHER ENTITY THAT, DIRECTLY OR INDIRECTLY, THROUGH ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH THE PARTY SPECIFIED.

1.6 **"AGREEMENT"** SHALL MEAN THIS ETHICSGLOBAL SERVICES AGREEMENT TOGETHER WITH THE ANNEX A AND SCHEDULE 1 ATTACHED HERETO.

1.7 **"APPLICATION"** MEANS ETHICSGLOBAL'S ETHICS REPORTING SYSTEM AVAILABLE IN DIFFERENT LEVELS OF CUSTOMIZATION AND REFERS TO: VIRTUAL, SMALL BUSINESS, BUSINESS OR PREMIUM, AS APPLICABLE. THE ETHICS REPORTING SYSTEM PROVIDES SPECIFIC INTERFACES FOR BRINGING CONCERNS, LOSSES, EVENTS, AND ISSUES FORWARD IN A MANNER THAT ENSURES DATA AND PROCESS CONSISTENCY ACROSS AN ORGANIZATION, INCLUDING ETHICS AND COMPLIANCE, HUMAN RESOURCE MANAGEMENT, SECURITY, AND OPERATIONS. THE ETHICS REPORTING SYSTEM PROVIDES A COMPLETE SET OF TOOLS FOR THE GENERATION OF REPORTS AND COMPARATIVE ANALYSIS FROM THE DATA COLLECTED.

1.8 **"AUTHORIZED OFFICER"** MEANS THE PERSON WHO HAS SIGNATURE AUTHORITY WITH HIS/HER COMPANY AND CAN MAKE CRITICAL DECISIONS REGARDING ETHICSGLOBAL'S SERVICES. THE AUTHORIZED OFFICER IS WHOEVER SIGNS THE AGREEMENT WITH ETHICSGLOBAL AND HAS THE ABILITY TO REVIEW THE ADMINISTRATOR'S AUDIT TRAIL AND CAN REMOVE THE CURRENT ADMINISTRATOR AND APPOINT A NEW ONE. THE RESPONSIBILITIES OF THE ADMINISTRATOR WILL FALL TO THE AUTHORIZED OFFICER IN THE EVENT OF THE ADMINISTRATOR'S ABSENCE IF A TEMPORARY ADMINISTRATOR IS NOT APPOINTED BY THE AUTHORIZED OFFICER.

1.9 **"ETHICSGLOBAL"** MEANS ETHICSGLOBAL, ETHICSGLOBAL SAPI. DE C.V., A COMPANY BASED IN MEXICO CITY WITH THE ADDRESS MENTIONED IN THIS AGREEMENT.

1.10 **"INTERPRETATIONS"** RELATE TO REPORTS SUBMITTED BY A REPORTER VIA TELEPHONE SYSTEM WHICH ARE IN A LANGUAGE OTHER THAN ENGLISH AND THAT ARE INTERPRETED INTO THE ENGLISH LANGUAGE DURING THE COURSE OF SUBMISSION OF SUCH REPORT.

1.11 **"PARTIES"** MEANS ETHICSGLOBAL AND THE STATE BOARD OF ADMINISTRATION OF FLORIDA AND **"PARTY"** MEANS EITHER OF THE AFOREMENTIONED PARTIES.

1.12 **"PERSONAL INFORMATION"** MEANS ANY INFORMATION THAT IDENTIFIES, OR CAN IDENTIFY AN INDIVIDUAL THAT IS PROVIDED TO ETHICSGLOBAL BY THE CLIENT OR ANY EMPLOYEE, AGENT OR CONTRACTOR OF THE CLIENT.

1.13 **"PROPRIETARY PROCESSES"** MEANS ETHICSGLOBAL'S PROPRIETARY PROCESSES, AS MAY BE MODIFIED FROM TIME TO TIME, TO COMMUNICATE REPORTED INFORMATION BY MEANS OF ETHICSGLOBAL'S REPORTING CHANNELS.

1.14 **"REPORT"** MEANS: (A) REPORTED INFORMATION SUBMITTED BY A REPORTER ON ETHICSGLOBAL'S WEBSITE, THROUGH ETHICSGLOBAL'S CONTACT CENTER OR ANY ALTERNATIVE CHANNEL THAT ETHICSGLOBAL PROVIDES THE CLIENT IN ITS SERVICE; (B) ANY COMMUNICATIONS DIRECTED BY MEMBERS OF THE CLIENT TO ANY SUCH REPORTER VIA ETHICSGLOBAL'S WEBSITE; (C) ANY RESPONSE BY ANY DESIGNATED USER OF THE CLIENT (D) ANY INVESTIGATIVE NOTES, FINAL RESOLUTION SUMMARIES OR REPORT SUMMARIES INPUT BY THE CLIENT'S DESIGNATED USERS INTO THE APPLICATION.

1.15 **"REPORTED INFORMATION"** MEANS INFORMATION ABOUT OR RELATING TO THE CLIENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR ANY OTHER PERSON OR ANY ASPECT OF THE CLIENT'S BUSINESS OR OPERATIONS THAT A REPORTER PROVIDES TO ETHICSGLOBAL EITHER THROUGH ETHICSGLOBAL'S CONTACT CENTER OR THROUGH THE WEB SITE HOSTED BY ETHICSGLOBAL.

1.16 **"REPORTER"** MEANS ANY INDIVIDUAL WHO SUBMITS REPORTED INFORMATION RELATING TO THE CLIENT.

1.17 **"SERVICES"** MEANS THE SERVICES ETHICSGLOBAL PROVIDES TO THE CLIENT AS SET FORTH IN THIS AGREEMENT AND THE ANNEX A ATTACHED HERETO.

## 2. SERVICES.

SUBJECT TO COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, ETHICSGLOBAL SHALL PROVIDE THE SERVICES IN ACCORDANCE WITH ANNEX A.

2.1 THE CLIENT ACKNOWLEDGES THAT ETHICSGLOBAL MAY FROM TIME TO TIME MAKE THE PROPRIETARY PROCESSES AND SERVICES UNAVAILABLE TO THE CLIENT IN ORDER TO PERFORM ROUTINE SYSTEM MAINTENANCE, UPGRADES OR REMEDIAL WORK. ETHICSGLOBAL WILL PROVIDE THE CLIENT THREE DAYS' ADVANCE WRITTEN NOTICE OF ANY SUCH SERVICE OUTAGE AND SHALL USE ITS BEST EFFORTS TO PERFORM AND COMPLETE ANY SUCH WORK ON WEEKENDS AND/OR NON-WORKING HOURS, THE WEEKEND FOLLOWING THE NOTICE, EXCEPT ANY EMERGENT MAINTENANCE THAT MAY PUT SYSTEM SECURITY AT RISK. AT NO POINT WILL THESE INTERRUPTIONS SURPASS 1% OF TIME THE SERVICES WAS HIRED FOR.

2.2 THE CLIENT SHALL HAVE SOLE RESPONSIBILITY FOR DIRECTING THE DELETION OF ANY REPORT RESIDING ON THE APPLICATION. ETHICSGLOBAL SHALL HAVE NO RESPONSIBILITY, LIABILITY OR OBLIGATION WITH RESPECT TO ANY REPORT THAT HAS BEEN PURGED, OVERWRITTEN OR OTHERWISE DESTROYED AS DIRECTED BY THE CLIENT, EXCLUDING AN IMPUTABLE CAUSE BY ETHICSGLOBAL. UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, AND AT THE CLIENT'S REQUEST, ETHICSGLOBAL SHALL PROVIDE THE CLIENT PHYSICAL OR DIGITAL COPIES, IN XML FORMAT, OF EXISTING REPORTS ON THE APPLICATION, AND THE CLIENT SHALL BE RESPONSIBLE FOR ALL REASONABLE COSTS ASSOCIATED WITH PROVIDING SUCH REPORTS, EXCLUDING INFORMATION PROVIDED ELECTRONICALLY VIA INTERNET.

## 3. FEES AND PAYMENTS.

THE CLIENT SHALL PAY IN ACCORDANCE WITH THE TERMS ESTABLISHED IN THIS SECTION AND ANNEX A.

### 3.1 FEES

3.1.1 **TRANSLATIONS AND INTERPRETATIONS** OF REPORTS IN ALL LANGUAGES EXCLUDING ENGLISH, SPANISH AND PORTUGUESE. ETHICSGLOBAL WILL MAKE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE REPORTS TRANSLATED IN ACCORDANCE WITH SECTION 10.1.2 OF THIS AGREEMENT AND WILL NOTIFY THE CLIENT'S ADMINISTRATOR IF ANY COMPLICATIONS OR DELAYS IN TRANSLATION ARISE, AND A SEPARATE QUOTE WILL BE SENT FOR THIS.

3.1.2 **ETHICSGLOBAL CHAT.** ETHICSGLOBAL CHAT IS A SERVICE BASED ON ETHICSGLOBAL'S OWN SERVERS WHICH ALLOWS LIVE TWO WAY DIALOGUE BETWEEN A REPORTER AND ETHICSGLOBAL'S AGENTS, WHILE MAINTAINING REPORTER ANONYMITY THROUGH TEXT CHAT WHICH IS HOSTED ON ETHICSGLOBAL'S SERVERS. ETHICSGLOBAL'S CHAT SERVICES WILL BE INCLUDED AT NO CHARGE, IF IT IS INCLUDED IN THE SERVICE PACKAGE SPECIFIED IN ANNEX A, INTERPRETATIVE CHARGES MAY APPLY FOR LANGUAGES OTHER THAN ENGLISH, SPANISH AND PORTUGUESE.

### 3.2 PAYMENT TERMS.



**3.2.1 PAYMENT.** ALL FEES FOR SERVICES FOR THE INITIAL CONFIGURATION MUST BE PAID IN FULL (100%) UPON THE INSTALLATION AND COMMENCEMENT OF THE SERVICES. NOTWITHSTANDING THE FOREGOING, IF THE AGREEMENT IS FOR A TERM THAT IS AT LEAST 12 MONTHS, THE CLIENT WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY INITIAL CONFIGURATION FEE. THE 12 MONTH COMMITMENT RATE WILL BE INVOICED ANNUALLY PRIOR TO THE COMMENCEMENT OF SERVICES. THE CLIENT UNDERSTANDS THAT ETHICSGLOBAL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO WITHHOLD PROVIDING REPORTS, OR TO CUT-OFF THE CLIENT'S ACCESS TO ETHICSGLOBAL'S WEBSITE, AT ETHICSGLOBAL'S OPTION, IF THE CLIENT'S ACCOUNT IS MORE THAN THIRTY (30) DAYS PAST DUE.

PAYMENTS TO ETHICSGLOBAL ARE MADE THROUGH A BANK DEPOSIT, THE DETAILS OF WHICH ETHICSGLOBAL WILL PROVIDE TO THE CLIENT. IN THE EVENT THAT THE INVOICE IS ISSUED BY A THIRD PARTY, PRIOR WRITTEN CONSENT OF THE CLIENT IS REQUIRED, IN ANY CASE, THE INVOICE MUST DETAIL THE SERVICE EARNED AND THE DATES OF ITS PROVISION.

**3.2.2 BILLING** ETHICSGLOBAL MUST SUBMIT ITS INVOICES IN COMPLIANCE WITH TAX REQUIREMENTS. ETHICSGLOBAL, AT THE MOMENT OF INVOICING MUST REFER TO THIS AGREEMENT, THE SERVICES PROVIDED AND THEIR PRICES.

IN THE CASE THAT THE DELIVERED INVOICES/BILLS BY ETHICSGLOBAL HAVE MISTAKES OR DEFICIENCIES, THE CLIENT MUST NOTICE ETHICSGLOBAL IN WRITING ANY CORRECTIONS WITHIN TEN (10) BUSINESS DAYS. THE TIME TRANSPIRED FROM DELIVERY OF NOTICE UNTIL THE CORRECTIONS WILL NOT BE TAKEN INTO ACCOUNT FOR THE ESTABLISHED TERM FOR PAYMENT OF THIS AGREEMENT. ONCE THE INVOICE/BILL IS CORRECTED THE PREVIOUSLY MENTIONED TERM WILL RESTART.

**3.2.3. TAXES.** ALL FEES FOR THE PROVIDED SERVICES BY ETHICSGLOBAL TO THE CLIENT WILL BE CHARGED AN ADDITIONAL 16% FOR TAX BY ADDED VALUE ONLY WHEN OPERATIONS ARE WITHIN MEXICAN TERRITORY. THE CLIENT WILL BE RESPONSIBLE FOR THE PAYMENT OF TAXES FOR THE SERVICES IN ACCORDANCE WITH EACH REGION'S FISCAL AUTHORITY AND LOCAL LEGISLATION.

**4. EMPLOYEE VERIFICATION.** ETHICSGLOBAL WILL PROVIDE REPORTING SERVICES TO NO MORE THAN THE NUMBER OF EMPLOYEES AND POTENTIAL REPORTERS DECLARED IN ANNEX A OF THE PRESENT AGREEMENT

**5. TERM.** THE INITIAL TERM OF THIS AGREEMENT BEGINS ON THE DATE SEPTEMBER 1, 2021 AND WILL CONTINUE FOR A PERIOD OF 12 MONTHS. THIS AGREEMENT WILL RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS (EACH A "RENEWAL TERM").

THE TERM IS FORCED FOR BOTH PARTIES THE FIRST YEAR OF SERVICE AND VOLUNTARY DURING THE EFFECT OF THEIR EXTENSION (S), SO EITHER OF THE PARTIES MAY TERMINATE EARLY THEIR EXTENSIONS OF THIS AGREEMENT, WITH PRIOR NOTICE TO BE GIVEN IN WRITING ON THE OTHER PART, WITH 30 CALENDAR DAYS IN ADVANCE, REMAINING IN FORCE WITH REGARD TO THOSE OBLIGATIONS PENDING TO BE FULFILLED.

THE CLIENT RESERVES THE RIGHT TO CLAIM ANY DEFECT, ERROR OR OMISSION ON THE INVOICE AND THE SERVICES EVEN ONCE THE OBLIGATIONS OF PAYMENT ARE FULFILLED WITH ETHICSGLOBAL.

ONCE THE PAYMENT IS MADE, ETHICSGLOBAL WILL HAVE TEN (10) BUSINESS DAYS TO CLAIM ANY INCONFORMITY OVER ANY ASPECT OF SAID PAYMENT. ONCE TRANSPIRED SAID TERM WITHOUT INCONFORMITY, IT WILL BE CONSIDERED ACCEPTED WITHOUT RIGHT TO SUBSEQUENT CLAIM.

#### **6. TERMINATION.**

6.1 IN THE EVENT OF A MATERIAL BREACH OF THIS AGREEMENT BY EITHER PARTY THAT IS NOT CURED WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH SAID NOTICE DESCRIBING THE NATURE OF THE BREACH, THE NON-BREACHING PARTY MAY TERMINATE THIS AGREEMENT. IN THE EVENT OF A BREACH OF SECTION 3 OR SECTION 12 HEREOF, THE CLIENT OR ETHICSGLOBAL, AS THE CASE MAY BE, MAY TERMINATE THE SERVICES UPON TEN (10) DAYS' WRITTEN NOTICE TO THE BREACHING PARTY.

6.2 EITHER PARTY MAY IMMEDIATELY TERMINATE THIS AGREEMENT IN THE EVENT THAT: (A) THE OTHER PARTY BECOMES INSOLVENT OR MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, (B) THE OTHER PARTY ADMITS IN WRITING THE INABILITY TO PAY DEBTS AS THEY MATURE, (C) A TRUSTEE OR RECEIVER IS APPOINTED BY ANY COURT WITH RESPECT TO THE OTHER PARTY OR ANY SUBSTANTIAL PART OF THE OTHER PARTY'S ASSETS, OR (D) AN ACTION IS TAKEN BY OR AGAINST THE OTHER PARTY UNDER ANY BANKRUPTCY OR INSOLVENCY LAWS OR LAWS RELATING TO THE RELIEF OF DEBTORS.

IN THE CASE OF TERMINATION CAUSED BY THE BREACH OF ANY OBLIGATION IN THE PRESENT AGREEMENT ETHICSGLOBAL WILL REIMBURSE THE CLIENT WHAT THEY PAID IN ADVANCE FOR THE SERVICE, EXCLUDING THE PRORATED CHARGES FOR THE SERVICES RENDERED DURING SAID PERIOD, IN A TIME SPAN NO LONGER THAN 5 BUSINESS DAYS FROM THE TERMINATION OF THE AGREEMENT



**7. RESTRICTIONS OF USE.** THE CLIENT SHALL NOT COPY, MODIFY, ADAPT, DECRYPT, DECOMPILE, REVERSE ENGINEER OR DISASSEMBLE ANY COMPONENT OF THE PROPRIETARY PROCESSES. IN ADDITION, THE CLIENT SHALL NOT SELL, LOAN, LEASE, SUBLEASE, SUBLICENSE, TRANSFER, DISTRIBUTE OR DISPOSE OF SAME, WITHOUT THE PRIOR WRITTEN CONSENT OF ETHICSGLOBAL OR UNLESS OTHERWISE PERMITTED BY THE TERMS OF THIS AGREEMENT.

**8. OWNERSHIP.**

**8.1 ETHICSGLOBAL.** OTHER THAN THE RIGHTS CONFERRED TO THE CLIENT IN THIS AGREEMENT, ALL TRADEMARKS, SERVICE MARKS, PATENTS, COPYRIGHTS, TRADE SECRETS AND OTHER PROPRIETARY RIGHTS OF ETHICSGLOBAL IN OR RELATED TO THE PROPRIETARY PROCESSES AND SERVICES ARE AND WILL REMAIN THE EXCLUSIVE PROPERTY OF ETHICSGLOBAL OR ITS LICENSORS, WHETHER OR NOT SPECIFICALLY RECOGNIZED OR PERFECTED UNDER APPLICABLE LAW.

IN THE CASE THAT INTELLECTUAL PROPERTY IS INFRINGED DUE TO THE SERVICES PROVIDED BY ETHICSGLOBAL, ETHICSGLOBAL IS OBLIGATED TO RESOLVE ANY ACTION BROUGHT FORTH AGAINST THE CLIENT, REIMBURSE AND/OR COMPENSATE ANY EXPENSE AND/OR LEGAL COST, AS WELL AS ANY COSTS RELATING TO LEGAL DEFENSE THE CLIENT INCURS RELATING TO THE ISSUE.

IF A NEW EVENT ARISES FROM THE PREVIOUS CASE, THE CLIENT WILL GIVE NOTICE TO ETHICSGLOBAL AND IF REQUIRED TO THE NECESSARY AUTHORITIES. ETHICSGLOBAL, ON THE DAY AFTER THE NOTICE WAS RECEIVED, WILL PROVIDE THE CLIENT WITH A CIRCUMSTANCED REPORT ON SAID VIOLATION.

ETHICSGLOBAL WILL ASSUME CONTROL OF THE LEGAL DEFENSE AND ANY NEGOTIATION OR CONCILIATION INVOLVING ETHICSGLOBAL'S INTELLECTUAL PROPERTY. IF SAID COMPLAINT, NEGOTIATION OR CONCILIATORY EFFECTS THE CLIENTS INTERESTS, ETHICSGLOBAL IS COMPELLED TO INFORM THE CLIENT ABOUT THE NECESSARY ACTIONS AND STRATEGY THE DEFENSE WILL TAKE, WITHOUT RESTRICTING THE CLIENTS ABILITIES TO IMPLEMENT THEIR OWN ACTIONS AND STRATEGY FOR A DEFENSE.

**8.2 THE CLIENT.** NOTWITHSTANDING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE CLIENT WILL BE THE OWNER OF ANY AND ALL RIGHT, TITLE AND INTEREST IN AND TO ANY AND ALL REPORTS AND REPORTED INFORMATION. ETHICSGLOBAL WILL HAVE NO RIGHTS IN SUCH REPORTS OR REPORTED INFORMATION. OTHER THAN THE RIGHTS CONFERRED TO ETHICSGLOBAL IN THIS AGREEMENT, ALL TRADEMARKS, SERVICE MARKS, PATENTS, COPYRIGHTS, TRADE SECRETS AND OTHER PROPRIETARY RIGHTS OF THE CLIENT ARE AND WILL REMAIN THE EXCLUSIVE PROPERTY OF THE CLIENT OR ITS LICENSORS, WHETHER OR NOT SPECIFICALLY RECOGNIZED OR PERFECTED UNDER APPLICABLE LAW.

**9. CONFIDENTIALITY.**

**9.1 CONFIDENTIAL INFORMATION.** "CONFIDENTIAL INFORMATION" MEANS ALL PROPRIETARY INFORMATION OF A PARTY, WHETHER IN TANGIBLE OR INTANGIBLE FORM, RELATING TO SUCH PARTY THAT IS DISCLOSED OR MADE AVAILABLE TO THE OTHER PARTY AS A RESULT OF THIS AGREEMENT, AND ANY INFORMATION PROVIDED TO THE DISCLOSING PARTY BY THIRD PARTIES, WHICH SUCH PARTY IS OBLIGATED TO KEEP CONFIDENTIAL. CONFIDENTIAL INFORMATION INCLUDES BUT IS NOT LIMITED TO SOURCE CODE, INVENTIONS, TRADE SECRETS, SPECIFICATIONS, TECHNIQUES, DATA, DOCUMENTATION, PROCESSES, PROPRIETARY CUSTOMER AND VENDOR INFORMATION, AND NON-PUBLIC FINANCIAL INFORMATION. WITH RESPECT TO THE CLIENT, CONFIDENTIAL INFORMATION INCLUDES ALL REPORTS, REPORTED INFORMATION AND PERSONAL INFORMATION. WITH RESPECT TO ETHICSGLOBAL, CONFIDENTIAL INFORMATION INCLUDES THE PROPRIETARY PROCESSES AND DOCUMENTATION.

**9.2 EXCLUSIONS.** CONFIDENTIAL INFORMATION DOES NOT INCLUDE INFORMATION THAT: (A) IS OR BECOMES GENERALLY KNOWN TO THE PUBLIC THROUGH NO ACT OR FAILURE TO ACT ON THE PART OF THE RECEIVING PARTY; (B) IS FURNISHED OR MADE KNOWN TO A PARTY ON A NON-CONFIDENTIAL BASIS BY A THIRD PARTY WHO HAS A LAWFUL RIGHT TO DISCLOSE SUCH INFORMATION; OR (C) IS REQUIRED BY LAW OR COURT ORDER TO BE DISCLOSED, BUT ONLY TO THE EXTENT OF SUCH REQUIRED DISCLOSURE AND PROVIDED THAT THE OTHER PARTY IS FIRST GIVEN NOTICE OF SUCH REQUIRED DISCLOSURE AND AN OPPORTUNITY TO CONTEST SUCH REQUIRED DISCLOSURE.

**9.3 NON-DISCLOSURE; NON-USE.**

ALL CONFIDENTIAL INFORMATION AND ANY PHYSICAL EMBODIMENTS THEREOF, IN WHATEVER FORM, ARE THE DISCLOSING PARTY'S SOLE PROPERTY, WILL BE HELD IN STRICT CONFIDENCE AND WILL NOT BE DISCLOSED TO ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY GOVERNMENTAL AUTHORITY, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DISCLOSING PARTY, UNLESS OTHERWISE REQUIRED BY LAW. EACH PARTY WILL LIMIT THE USE OF THE OTHER'S CONFIDENTIAL INFORMATION TO THOSE USES NECESSARY FOR CARRYING OUT THE PURPOSES OF THIS AGREEMENT AND WILL RESTRICT ACCESS TO CONFIDENTIAL INFORMATION TO THOSE EMPLOYEES WHO NEED ACCESS TO PERFORM THEIR JOB FUNCTIONS AND ARE BOUND BY A CONTRACTUAL OBLIGATION OF CONFIDENTIALITY. EACH PARTY WILL TAKE ALL TECHNICAL, ORGANIZATIONAL AND LEGAL STEPS REASONABLY NECESSARY TO PROTECT CONFIDENTIAL INFORMATION FROM ACCIDENTAL OR UNAUTHORIZED DISCLOSURE, USE OR LOSS.



9.4 IN THE CASE THAT DURING NEGOTIATIONS, LEGAL AND BUSINESS RELATIONSHIP THE PARTIES EXCHANGE INFORMATION THAT INCLUDES PERSONAL DATA, FINANCIAL DATA OR SENSITIVE PERSONAL INFORMATION IN THE TERMS OF THE LAW FOR PROTECTION OF PERSONAL INFORMATION BY THIRD PARTIES/INDIVIDUALS AND REGULATORY PROVISIONS THE PARTY THAT RECEIVES (RECEIVING PARTY) FROM THE PARTY THAT SENDS THE PERSONAL INFORMATION (TRANSMITTING PARTY) IS OBLIGED/ TO:

- (A) RESPECT THE TERMS AND CONDITIONS OF THE CORRESPONDING PRIVACY NOTICE AND THE CONSENT OF THE HOLDER OF PERSONAL DATA, AS WELL AS ANY MODIFICATION THE TRANSMITTING PARTY NOTIFIES.;
- (B) USE PERSONAL INFORMATION ONLY FOR THE PURPOSES STATED IN THE PRIVACY NOTICE AND FOR STRICTLY NECESSARY PURPOSES RELATED TO NEGOTIATIONS BETWEEN THE PARTIES;
- (C) IMPLEMENT NECESSARY SECURITY PRECAUTIONS IN ACCORDANCE WITH REGULATORY PROVISIONS APPLICABLE TO THE PROTECTION OF PERSONAL INFORMATION.;
- (D) KEEP CONFIDENTIALITY OF PERSONAL INFORMATION;
- (E) DELETE PERSONAL INFORMATION ONCE THE PURPOSE OF THE PRESENT AGREEMENT IS FULFILLED/REACHED OR BY INSTRUCTIONS OF THE TRANSMITTING PARTY;
- (F) NOT TRANSFER PERSONAL INFORMATION UNLESS INSTRUCTED TO BY THE TRANSMITTING PARTY OR A COMPETENT AUTHORITY; AND
- (G) MAINTAIN SAFE AND SECURE THE TRANSMITTING PARTY DUE TO ANY VIOLATION INCURRED BY THE RECEIVING PARTY OR DEPENDENTS, TO THEIR OBLIGATIONS IN ACCORDANCE WITH THE PRESENT AGREEMENT.

THE RECEIVING PARTY IS OBLIGATED TO MAINTAIN SAFE AND SECURE THE TRANSMITTING PARTY IN CASE OF ANY LEGAL ACTION OR COMPLAINT RELATED TO THE LEGALITY OF THE PERSONAL INFORMATION AND ITS COMMUNICATION WITH THE RECEIVING PARTY.

#### 9.5 ADDITIONAL REQUIREMENTS FOR CONFIDENTIAL INFORMATION.

9.5.1 ETHICSGLOBAL WILL PROMPTLY NOTIFY THE CLIENT, UNLESS PROHIBITED BY LAW, IF IT RECEIVES ANY REQUESTS FROM AN INDIVIDUAL WITH RESPECT TO THAT INDIVIDUAL'S PERSONAL INFORMATION, INCLUDING DATA ACCESS, DATA RECTIFICATION AND ANY SIMILAR REQUESTS, AND WILL NOT RESPOND TO ANY SUCH REQUESTS UNLESS REQUIRED BY LAW OR EXPRESSLY AUTHORIZED TO DO SO BY THE CLIENT.

9.5.2 ETHICSGLOBAL WILL PROMPTLY NOTIFY THE CLIENT OF ANY FACTS KNOWN TO ETHICSGLOBAL CONCERNING ANY ACCIDENTAL OR UNAUTHORIZED DISCLOSURE OR USE, OR ACCIDENTAL OR UNAUTHORIZED LOSS, DAMAGE OR DESTRUCTION OF CONFIDENTIAL INFORMATION BY ANY CURRENT OR FORMER EMPLOYEE, CONTRACTOR OR AGENT OF ETHICSGLOBAL OR BY ANY THIRD PARTY.

9.5.3 ETHICSGLOBAL WILL COOPERATE FULLY WITH THE CLIENT IN THE EVENT OF AN ACCIDENTAL OR UNAUTHORIZED DISCLOSURE, INCLUDING (I) COOPERATION WITH RELEVANT DATA PROTECTION OR OTHER AUTHORITIES, (II) ASSISTANCE IN THE PROVISION OF NOTICES AND (III) ASSISTANCE WITH CHANGES TO PREVENT FUTURE DISCLOSURES.

9.5.4 ETHICSGLOBAL WILL ASSIST AND SUPPORT THE CLIENT IN THE EVENT OF AN INVESTIGATION BY A DATA PROTECTION OR OTHER REGULATORY AUTHORITY, IF AND TO THE EXTENT THAT SUCH INVESTIGATION RELATES TO THE COLLECTION, USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT.

9.6. THIS SECTION 9 IS APPLICABLE TO THE EXTENT PERMITTED UNDER FLORIDA LAW.

#### 10. ETHICSGLOBAL'S WARRANTIES

10.1 ETHICSGLOBAL WARRANTS THAT IT WILL PROVIDE THE SERVICES IN A PROFESSIONAL MANNER AND WITH THE DEGREE OF SKILL, CARE AND JUDGMENT NORMALLY EXERCISED BY RECOGNIZED PROFESSIONAL FIRMS PERFORMING SIMILAR SERVICES.

10.2 ETHICSGLOBAL WARRANTS THAT IT WILL EXERCISE COMMERCIALY REASONABLE EFFORTS TO MAKE REPORTS AVAILABLE TO THE CLIENT IN THE ENGLISH OR SPANISH LANGUAGE: (A) WITHIN 12 HOURS OF RECEIPT, FOR REPORTS SUBMITTED BY A REPORTER IN ENGLISH AND SPANISH; AND (B) WITHIN 48 HOURS (EXCLUDING WEEKENDS AND HOLIDAYS) OF RECEIPT, FOR REPORTS SUBMITTED BY A REPORTER IN ANY LANGUAGE OTHER THAN ENGLISH OR SPANISH.

10.3 ETHICSGLOBAL WARRANTS THAT, DURING THE TERM OF THIS AGREEMENT, THE SERVICES WILL CONFORM TO ITS DOCUMENTATION AND SPECIFICATIONS WHEN USED IN COMPLIANCE WITH SUCH DOCUMENTATION. THE TERMS "DOCUMENTATION" AND



"SPECIFICATION," AS USED HEREIN, INCLUDE IMPLEMENTATION PLAN, ETHICSGLOBAL'S BUSINESS CONTINUITY AND NETWORK SECURITY THAT MAY BE MODIFIED TO IMPROVE THE SERVICE, AND ETHICSGLOBAL'S USER MANUALS.

10.4 ETHICSGLOBAL WARRANTS THAT THE PROPRIETARY PROCESSES AND SERVICES ARE DESIGNED TO ASSURE THE ANONYMITY OF EACH REPORTER'S IDENTITY.

10.5 ETHICSGLOBAL REPRESENTS AND WARRANTS THAT NONE OF THE PROPRIETARY PROCESSES OR SERVICES INFRINGE OR MISAPPROPRIATE ANY RIGHTS OF ANY THIRD PARTY.

10.6 ETHICSGLOBAL DOES NOT WARRANT THAT THE SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, STATE OR LOCAL LAWS THAT MAY REQUIRE THE PROVISION OF POLICIES AND/OR PROCEDURES FOR THE CONFIDENTIAL REPORTING OF CIVIL, CRIMINAL OR OTHER VIOLATIONS.

10.7 ETHICSGLOBAL REPRESENTS AND WARRANTS THAT IT CONSISTENTLY TESTS FOR AND PROTECTS ITS WEBSITE AND SYSTEMS USED TO PROVIDE THE SERVICES AGAINST VIRUSES AND OTHER HARMFUL ELEMENTS DESIGNED TO DISRUPT THE ORDERLY OPERATION OF, OR IMPAIR THE INTEGRITY OF SUCH WEBSITE AND SYSTEMS.

10.8 ETHICSGLOBAL ACCEPTS THAT IT MUST PROVIDE THE INFORMATION AND/OR DOCUMENTATION RELATED TO THIS AGREEMENT, WHEN NEEDED, DUE TO AUDITS BY THE CLIENT'S INTERNAL CHECKS.

## **11. LIMITATION OF LIABILITY/LIMITATION OF DAMAGES.**

**11.1 LIMITATION OF LIABILITY.** ETHICSGLOBAL SHALL HAVE NO LIABILITY TO THE CLIENT AS A RESULT OF ANY REPORT RECEIVED, ANY FALSE, UNFOUNDED, UNSUBSTANTIATED OR MISLEADING REPORT, OR ANY REPORT CONTAINING ALLEGATIONS, THREATS OR WARNINGS OF DANGER (WHETHER IMMINENT OR OTHERWISE) TO LIFE OR PROPERTY, PROVIDED SUCH REPORT IS TAKEN ACCURATELY.

### **11.2 LIMITATION OF DAMAGES.**

(A) EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT AND EXCEPT AS RESULTING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PARTY (INCLUDING ITS AGENTS AND EMPLOYEES), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR WARRANTY, OR ON ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

(B) EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT AND EXCEPT AS RESULTING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ETHICSGLOBAL (INCLUDING ITS AGENTS AND EMPLOYEES), IN NO EVENT SHALL ETHICSGLOBAL OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR REPRESENTATIVES BE LIABLE TO THE CLIENT OR THE CLIENT'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS OR REPRESENTATIVES FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN AN AMOUNT EXCEEDING THREE TIMES THE TOTAL AMOUNT OF FEES PAID TO ETHICSGLOBAL BY THE CLIENT HEREUNDER DURING THE THEN CURRENT TERM OF THIS AGREEMENT.

11.3 WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH IN THIS AGREEMENT SHALL REMAIN IN EFFECT.

## **12. INDEMNIFICATION.**

### **12.1 BY THE CLIENT.**

12.1.1 THE CLIENT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND ETHICSGLOBAL AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AT THE CLIENT'S EXPENSE, AGAINST ANY ADVERSE CONSEQUENCES THAT ETHICSGLOBAL SUFFERS ARISING FROM OR RELATING TO: (A) ANY CLAIM ARISING OUT OF AND TO THE EXTENT CAUSED BY ANY GROSSLY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT BY THE CLIENT, THE CLIENT'S EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR USERS; (B) ANY CLAIM ASSERTING OR CHALLENGING THE TRUTH OR VERACITY OF A REPORT (AND ANY REPORTED INFORMATION UPON WHICH A REPORT IS BASED) MADE AVAILABLE TO THE CLIENT, OR (C) ANY CLAIM INVOLVING THE USE OF A REPORT (AND ANY REPORTED INFORMATION UPON WHICH A REPORT IS BASED) BY THE CLIENT, BY ANY PERSON IN THE DESIGNATED USER LIST, OR BY ANY OF THE CLIENT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.





12.1.2 THE CLIENT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND ETHICSGLOBAL AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AT THE CLIENT'S EXPENSE, AGAINST ANY ADVERSE CONSEQUENCE RELATED TO THE CLIENT'S ELECTION TO CONTEST THE DISCLOSURE (WHETHER BY SUBPOENA, REQUEST FOR PRODUCTION OR OTHER SIMILAR LEGAL REQUEST) OF ANY REPORT, REPORTER, DESIGNATED USER AND/OR REPORTED INFORMATION RELATING TO ANY REPORT MADE AVAILABLE TO THE CLIENT.

## 12.2 BY ETHICSGLOBAL.

12.2.1 INDEMNIFICATION FOR ALLEGED INFRINGEMENT OF THE PROPRIETARY PROCESSES AND SERVICES. ETHICSGLOBAL SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CLIENT AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AT ETHICSGLOBAL'S EXPENSE, AGAINST ANY ADVERSE CONSEQUENCES BROUGHT AGAINST THE CLIENT ALLEGING THAT THE PROPRIETARY PROCESSES OR SERVICES INFRINGES A VALID PATENT OR VALID COPYRIGHT. IF AN INFRINGEMENT CLAIM IS MADE, ETHICSGLOBAL MAY, AT ITS EXPENSE, AND IN ADDITION TO COMPLYING WITH THE INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT ELECT TO DO ANY OF THE FOLLOWING:

(A) REPLACE OR MODIFY THE PROPRIETARY PROCESSES AND SERVICES SO THAT THEY BECOME NON-INFRINGEMENT; (B) PROCURE FOR THE CLIENT THE RIGHT TO CONTINUE USING THE PROPRIETARY PROCESSES AND SERVICES; OR (C) OBTAIN AN OPINION OF COUNSEL THAT THE PROPRIETARY PROCESSES AND SERVICES DO NOT INFRINGE. IF THE CLIENT OR ETHICSGLOBAL DETERMINES THAT THESE ALTERNATIVES ARE NOT FINANCIALLY PRACTICAL OR OTHERWISE REASONABLY AVAILABLE, THE CLIENT OR ETHICSGLOBAL MAY TERMINATE THIS AGREEMENT AND ETHICSGLOBAL WILL ISSUE THE CLIENT A PRO-RATE REFUND OF ANY ANNUAL SERVICE FEES PAID UNDER THE THEN CURRENT TERM, LESS ANY ONE TIME SET-UP FEES. THIS SECTION 12.2.1 STATES THE ENTIRE LIABILITY OF ETHICSGLOBAL, AND THE CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OF ANY PROPRIETARY PROCESSES OR SERVICES.

12.2.2 LIMITATION ON INDEMNIFICATION FOR PROPRIETARY PROCESSES AND SERVICES. ETHICSGLOBAL HAS NO LIABILITY TO THE CLIENT IF THE ALLEGED INFRINGEMENT IS BASED UPON: (A) THE CLIENT'S COMBINATION OF THE PROPRIETARY PROCESSES OR SERVICES WITH ANY PRODUCT NOT FURNISHED OR APPROVED BY ETHICSGLOBAL; (B) THE CLIENT'S MODIFICATION OF THE PROPRIETARY PROCESSES AND SERVICES UNLESS APPROVED BY ETHICSGLOBAL; OR (C) THE CLIENT'S USE OF THE PROPRIETARY PROCESSES AND SERVICES AS PART OF AN INFRINGING PROCESS.

12.2.3 INDEMNIFICATION FOR OTHER ACTS. ETHICSGLOBAL SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CLIENT AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AT ETHICSGLOBAL'S EXPENSE, AGAINST ANY ADVERSE CONSEQUENCES THAT THE CLIENT SUFFERS ARISING FROM OR RELATING TO ANY GROSSLY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT BY ETHICSGLOBAL OR ITS EMPLOYEES OR AGENTS.

12.3 **INDEMNIFICATION PROCEDURES.** AS A CONDITION TO THE FOREGOING INDEMNITY OBLIGATIONS OF BOTH PARTIES, THE INDEMNIFYING PARTY AGREES TO PAY ANY COSTS AND DAMAGES FINALLY AWARDED (INCLUDING ANY SETTLEMENT AMOUNTS) AGAINST THE PARTY SEEKING INDEMNIFICATION, PROVIDED THAT THE PARTY SEEKING INDEMNIFICATION: (A) NOTIFIES THE INDEMNIFYING PARTY PROMPTLY, IN WRITING, OF THE ACTION, PROVIDED ANY DELAY OR FAILURE OF THE INDEMNIFIED PARTY TO GIVE PROMPT NOTICE OF ANY SUCH CLAIM SHALL NOT AFFECT THE RIGHTS OF THE INDEMNIFIED PARTY HEREUNDER UNLESS, AND ONLY TO THE EXTENT THAT, SUCH DELAY OR FAILURE IS PREJUDICIAL TO OR OTHERWISE ADVERSELY AFFECTS THE INDEMNIFYING PARTY; AND (B) PROVIDES THE INDEMNIFYING PARTY ALL REASONABLE INFORMATION AND ASSISTANCE TO SETTLE OR DEFEND THE ACTION (AT THE INDEMNIFYING PARTY'S EXPENSE). THE INDEMNIFYING PARTY SHALL HAVE SOLE AUTHORITY AND CONTROL OF THE DEFENSE OR SETTLEMENT. THE INDEMNIFYING PARTY SHALL NOT COMPROMISE OR SETTLE ANY CLAIM ADMITTING LIABILITY OR IMPOSING DUTIES OF PERFORMANCE THAT ARE IN ANY WAY PREJUDICIAL TO THE INDEMNIFIED PARTY, WITHOUT THE PRIOR WRITTEN CONSENT OF SUCH PARTY AND SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFYING PARTY AGREES TO KEEP THE INDEMNIFIED PARTY INFORMED OF THE STATUS OF ANY CLAIM HEREUNDER.

13. **NOTICE.** ALL NOTICES AND OTHER COMMUNICATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED GIVEN TO EACH PARTY AT THE ADDRESSES FIRST WRITTEN ABOVE: (A) IF DELIVERED PERSONALLY (INCLUDING BY OVERNIGHT EXPRESS OR MESSENGER), UPON DELIVERY; (B) IF DELIVERED BY REGISTERED OR CERTIFIED MAIL (RETURN RECEIPT REQUESTED), UPON THE EARLIER OF ACTUAL DELIVERY OR THREE DAYS AFTER BEING MAILED; OR (C) IF GIVEN BY FACSIMILE, UPON CONFIRMATION OF TRANSMISSION BY FACSIMILE.

14. **FORCE MAJEURE.** NEITHER PARTY WILL BE IN DEFAULT OR LIABLE FOR BREACH OF THIS AGREEMENT IN THE EVENT THAT SUCH PARTY IS UNABLE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO WAR, ACTS OF TERRORISM, STRIKES, LABOR DISTURBANCES, LOCKOUT, RIOT, FIRE, FLOOD, OUTSIDE ELECTRICAL FAILURE, OUTSIDE TELECOMMUNICATIONS FACILITIES FAILURE, COMPUTER VIRUS (BUT ONLY TO THE EXTENT THAT SUCH COMPUTER VIRUS WOULD BE CONSIDERED OUTSIDE OF THE SCOPE OF VIRUSES GENERALLY PREVENTABLE PURSUANT TO ETHICSGLOBAL'S OBLIGATIONS IN SECTION 10.1.7), ACTS OF GOD OR THE PUBLIC ENEMY, OR OTHER CAUSE THAT IS SIMILARLY BEYOND THEIR REASONABLE ABILITY TO CONTROL.

## 15. PUBLICITY.





**15.1 THE CLIENT'S RIGHTS.** THE CLIENT MAY USE ETHICSGLOBAL'S NAME IN PRESS RELEASES ANNOUNCING THAT THE CLIENT USES ETHICSGLOBAL'S SERVICES AND IN COMMUNICATIONS WITH ITS EMPLOYEES, DIRECTORS, AND SHAREHOLDERS.

**15.2 ETHICSGLOBAL'S RIGHTS.** ETHICSGLOBAL MAY NOT USE CLIENT'S NAME, LOGO, OR ANY OTHER IDENTIFYING INFORMATION ON THEIR CUSTOMER LISTS, WEBSITE, OR OTHER PROMOTIONAL PURPOSES WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL.

**16. ASSIGNMENT.** UPON NOTICE TO THE NON-ASSIGNING PARTY, EITHER PARTY MAY ASSIGN THIS AGREEMENT, TO AN AFFILIATE, A SUCCESSOR IN CONNECTION WITH A MERGER, ACQUISITION, OR CONSOLIDATION, OR TO THE PURCHASER IN CONNECTION WITH THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSIGNING PARTY'S ASSETS. ANY OTHER ATTEMPTED ASSIGNMENT, ABSENT THE NON-ASSIGNING PARTY'S PRIOR WRITTEN CONSENT, IS VOID. IN NO EVENT SHALL ETHICSGLOBAL HAVE ANY OBLIGATION TO MAKE THE SERVICES AVAILABLE TO MORE EMPLOYEES THAN THE NUMBER SPECIFIED IN ANNEX A AT THE PRICE SET FORTH THEREIN. UPON ANY ASSIGNMENT INCREASING THE NUMBER OF EMPLOYEES TO WHOM ETHICSGLOBAL MAKES THE SERVICES AVAILABLE, ETHICSGLOBAL MAY INVOICE THE CLIENT FOR AN AMOUNT EQUAL TO THE NUMBER OF ADDITIONAL EMPLOYEES MULTIPLIED BY THE THEN CURRENT PER EMPLOYEE RATE ADJUSTED FOR THE MONTHS REMAINING IN THE TERM THEN IN EFFECT. IN THE EVENT THE CLIENT ASSIGNS ITS RIGHTS UNDER THIS AGREEMENT TO AN AFFILIATE OR A SUCCESSOR WHO IS OR HAS AN INTEREST IN A BUSINESS WHICH PROVIDES SERVICES SUBSTANTIALLY SIMILAR TO ETHICSGLOBAL'S, THIS AGREEMENT MAY BE TERMINATED. SUBJECT TO THE FOREGOING RESTRICTIONS ON ASSIGNMENT, THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

**17. MISCELLANEOUS.**

**17.1 ANTICORRUPTION.** ETHICSGLOBAL, AS WELL AS ITS EMPLOYEES AND/OR DIRECTORS WHETHER DIRECTLY OR INDIRECTLY, WILL NOT TRY TO OBTAIN OR KEEP BUSINESSES OR COMMERCIAL ADVANTAGES, IN A NON-LIMITABLE FORM BY: ILLEGAL PAYMENTS, BRIBES, CLANDESTINE COMMISSIONS, GIFTS, POLITICAL CONTRIBUTIONS OR ANY OTHER ILLEGAL INCENTIVES, IN MONEY OR ANY PRODUCT, BY OWN ACCOUNT OR ON BEHALF OF THE CLIENT OR THEIR KIN; OBLIGATED TO THE CLIENT TO NOT ENGAGE IN ANY ACT THAT GOES AGAINST APPLICABLE LEGAL PROVISIONS. AS CONSEQUENCE, ETHICSGLOBAL IS OBLIGATED TO NOTIFY THE CLIENT IN CASE ANY CONFLICT OF INTEREST, EVENT OR CIRCUMSTANCE PREVIOUSLY MENTIONED IS DETECTED, INCLUDING ANY ACT THAT A CLIENT'S DIRECTOR AND/OR EMPLOYEE MAY INCUR SEEKING PERSONAL BENEFIT, NOTWITHSTANDING THE EVENT MAY HAVE HAPPENED BEFORE THE AGREEMENT, DURING VALIDITY, EXECUTION OR AT TERMINATION OF THE PRESENT AGREEMENT.

ETHICSGLOBAL MANIFESTS THAT AT THE TIME OF SIGNING THIS AGREEMENT, THE COMPANY NOR ETHICSGLOBAL'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HAVE BEEN INVOLVED IN BEHAVIORS THAT MAY BE PERCEIVED AS AN INFRINGEMENT OF APPLICABLE LEGAL PROVISIONS AND IS OBLIGATED TO MAINTAIN THE SITUATION UNTIL THE TERMINATION OF THE AGREEMENT WITH THE CLIENT.

THE BREACH OF THE PRESENT CLAUSE WILL BE CAUSE FOR THE TERMINATION OF THE PRESENT AGREEMENT, LEAVING THE CLIENT'S RIGHTS TO PRESENT LEGAL ACTION AND CLAIM DAMAGES IF APPLICABLE.

**17.2 CONVENTIONAL PENALTIES AND DEDUCTIONS.** ETHICSGLOBAL WILL BE SUBJECT TO CONVENTIONAL PENALTIES FOR DELAYS IN THE EXECUTION/LAUNCH OF SERVICES, THEY WILL BE CALCULATED STARTING THE NEXT DAY OF THE AGREED TERM FOR THE EXECUTION AND WILL BE DETERMINED BY THE VALUE OF SERVICES NOT EXECUTED AND DELAYED WITH 10% (TEN PERCENT) FOR EACH DAY OF DELAY UP TO THE TOTAL PRICE OF THE PROVIDED SERVICES.

IF ETHICSGLOBAL INCURS IN IMPUTABLE DELAYS TO THE SERVICE OR AN ORDER, THE INVOICES MUST HAVE ANY CONVENTIONAL PENALTIES AND/OR DEDUCTIONS ETHICSGLOBAL IS LIABLE FOR.

TO DETERMINE THE APPLICATION OF CONVENTIONAL PENALTIES, DELAYS CAUSED BY FORTUITOUS EVENTS, JUSTIFIED FORCE MAJEURE, THE GRANTING OF EXTENSIONS OR ANY OTHER CAUSE NOT IMPUTABLE TO ETHICSGLOBAL WILL NOT BE APPLICABLE.

**17.3 SEVERABILITY.** IN THE EVENT A COURT OF COMPETENT JURISDICTION FINDS ANY PORTION OF THIS AGREEMENT TO BE VOID OR UNENFORCEABLE, IN WHOLE OR IN PART, AS WRITTEN, THE CLIENT AND ETHICSGLOBAL INTEND THAT: (A) THAT PORTION OF THIS AGREEMENT SHALL BE ENFORCED TO THE EXTENT PERMITTED BY LAW, AND (B) SUCH FINDING WILL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT.

**17.4 SURVIVAL.** THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH BY THEIR NATURE REQUIRE PERFORMANCE BY EITHER PARTY AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND INDEMNITIES, WILL BE AND REMAIN ENFORCEABLE SUCH TERMINATION OR EXPIRATION OF THE AGREEMENT FOR ANY REASON WHATSOEVER.

**17.5 VENUE AND JURISDICTION.** ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE APPROPRIATE STATE OR FEDERAL COURT SITTING IN TALLAHASSEE, FLORIDA AND THE PARTIES SUBMIT TO THE JURISDICTION OF SUCH COURT.



**17.6 ENTIRE AGREEMENT.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO ETHICSGLOBAL'S SERVICES, AND SUPERSEDES ALL PRIOR AND CURRENT COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO ETHICSGLOBAL'S SERVICES. NO AMENDMENT OR MODIFICATION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PARTIES. UNLESS OTHERWISE INDICATED IN THIS AGREEMENT, EMAILS, INCLUDING EMAILS THAT BEAR AN ELECTRONIC SIGNATURE BLOCK IDENTIFYING THE SENDER, DO NOT CONSTITUTE SIGNED WRITINGS FOR PURPOSES OF THIS AGREEMENT. IF THE CLIENT REQUIRES AN ASSIGNED PURCHASE ORDER NUMBER ON INVOICES, IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE ORDER DOCUMENT IS FOR THE CLIENT'S INTERNAL ACCOUNTING PURPOSES ONLY, AND SHALL IN NO WAY MODIFY, ADD TO, OR DELETE ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**17.7 COUNTERPARTS.** THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE SINGLE AGREEMENT BETWEEN THE PARTIES. THE PARTIES MAY EXECUTE THIS AGREEMENT BY AN EXCHANGE OF FAXED OR EMAILED SIGNED COPIES HEREOF. IN THE EVENT OF SUCH AN EXCHANGE, THIS AGREEMENT SHALL BECOME BINDING AND ANY FAXED OR EMAILED SIGNED COPIES SHALL CONSTITUTE ADMISSIBLE EVIDENCE OF THE EXISTENCE OF THIS AGREEMENT.

**17.8 HEADINGS.** SECTION HEADINGS ARE USED IN THIS AGREEMENT FOR CONVENIENCE ONLY AND SHALL NOT AFFECT THE MEANING OF ANY PROVISION OF THIS AGREEMENT.

**17.9 NO WAIVER OF BREACH.** NO FAILURE ON THE PART OF EITHER PARTY HERETO TO EXERCISE, AND NO DELAY IN EXERCISING, ANY RIGHT, REMEDY, OR POWER UNDER THIS AGREEMENT SHALL OPERATE AS A WAIVER THEREOF. NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY SUCH RIGHT, REMEDY OR POWER PRECLUDE ANY OTHER OR FURTHER EXERCISE OF ANY OTHER RIGHT, REMEDY, OR POWER. NO WAIVER SHALL BE VALID UNLESS IT IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND THEREBY.

**17.10 NO PARTNERSHIP INTENDED.** ETHICSGLOBAL IS AN INDEPENDENT CONTRACTOR AND NOT A PARTNER OR AGENT OF THE CLIENT. THIS AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED AS CREATING OR EVIDENCING ANY PARTNERSHIP OR AGENCY BETWEEN THE PARTIES OR AS IMPOSING ANY PARTNERSHIP OR AGENCY OBLIGATION OR LIABILITY UPON EITHER PARTY. FURTHER, NEITHER PARTY IS AUTHORIZED TO, AND WILL NOT, ENTER INTO ANY AGREEMENT, CONTRACT OR COMMITMENT, NOR INCUR ANY OBLIGATION OR LIABILITY IN THE NAME OF OR OTHERWISE ON BEHALF OF THE OTHER PARTY.

THE PARTIES RECOGNIZED THAT NO LABOR/WORK RELATIONSHIP EXISTS, BETWEEN THE CLIENT/BENEFICIARY AND THOSE INVOLVED IN EXECUTING THE ACTIVITIES, THERE IS NO EXISTENCE OF EMPLOYER SUBSTITUTION OR SUBORDINATION, DIRECTION, TRAINING BETWEEN THE BENEFICIARY AND THOSE INVOLVED IN THE ACTIVITIES. ETHICSGLOBAL WILL CARRY OUT THE TERMS OF THIS AGREEMENT WITH THE NECESSARY RESOURCES, BY ITS OWN MEANS, SINCE THESE ARE SUFFICIENT FOR ETHICSGLOBAL'S EMPLOYEES AND DIRECTORS. AS EMPLOYER OF THE PERSONNEL IN CHARGE OF EXECUTING THE TERMS IN THIS AGREEMENT, HAVING SOLE RESPONSIBILITY FOR ANY LEGAL OBLIGATIONS AND OTHER LABOR AND SOCIAL SECURITY REGULATIONS WITH ITS EMPLOYEES.

**17.11 CURRENCY.** ALL FEES ASSOCIATED WITH THE SERVICES ARE STATED IN UNITED STATES DOLLARS, UNLESS AGREED UPON BY THE PARTIES.

**17.12 AUTHORITY TO EXECUTE.** EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE CLIENT AND ETHICSGLOBAL, RESPECTIVELY, WARRANTS HIS OR HER AUTHORITY TO DO SO.

**17.13 SCHEDULE 1:** THE PARTIES HEREBY AGREE TO AND INCORPORATE THE ATTACHED SCHEDULE 1.

**AGREED TO:**

**ETHICSGLOBAL, S.A.P.I. de C.V.**

BY: 


PRINT NAME: Liuva Anahí  
Figueroa Gracián

TITLE: LEGAL REPRESENTATIVE  
DATE:

**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**

BY: 

PRINT NAME: LAMAR TAYLOR  
TITLE: CHIEF OPERATING & FINANCIAL  
OFFICER  
DATE: 09/13/2021

Approved as to Legality:  
  
Elizabeth R. Stevens  
Assistant General Counsel



## ANNEX A

### PRICES AND SERVICE CONDITIONS

#### I. CONTACT INFORMATION

##### AUTHORIZED OFFICER

NAME:	ASHBEL C. WILLIAMS
TITLE:	EXECUTIVE DIRECTOR AND CIO
TELEPHONE:	(850) 413-1253
E-MAIL:	

##### AUTHORIZED ADMINISTRATOR (PERSON AND CONTACT IN CHARGE OF ETHICS REPORTING SYSTEM)

##### PRIMARY:

NAME:	KEN CHAMBERS
TITLE:	INSPECTOR GENERAL
TELEPHONE:	(850) 413-1240
E-MAIL:	KEN.CHAMBERS@SBAFLA.COM

##### SECONDARY:

NAME:	MAUREEN HAZEN
TITLE:	GENERAL COUNSEL
TELEPHONE:	(850) 413-1198
E-MAIL:	MAUREEN.HAZEN@SBAFLA.COM



## SERVICE PLANS

**ERS BASIC PLAN** BASED ON THE CLIENT'S 250 **employees** ON A BUSINESS PLAN DESCRIBED IN THE PRESENT ANNEX.

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<b>SETUP:</b>	No cost
<b>ANNUAL COST:</b>	\$3,948.00
<b>LANGUAGES</b>	ENGLISH AND SPANISH
<b>SERVICE PLAN:</b>	ERS BASIC

## SCHEDULE 1

Schedule 1 to the Service Agreement ("Agreement") between the State Board of Administration of Florida ("SBA") and EthicsGlobal, S.A.P.I. DE C.V., ("Ethics Global", and both entities collectively referred to as the "Parties").

Dated September 9, 2021

1. Notwithstanding any provision in this Agreement between the Parties, the SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999.

2. Notwithstanding any provision in this Agreement between the Parties, the SBA, as an entity of the State of Florida, is prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 2, 1985.

3. The SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the Parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

To the extent applicable, Ethics Global shall comply with Chapter 119, Florida Statutes. In particular, Ethics Global shall:

(a) Keep and maintain public records required by the SBA in order to perform the services under the Agreement;

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Ethics Global does not transfer the records to the SBA; and

(d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in Ethics Global's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If Ethics Global transfers all public records to the SBA upon completion of the Agreement, Ethics Global shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Ethics Global keeps and maintains public records upon completion of the Agreement, Ethics Global shall meet all applicable requirements for retaining public records. Ethics Global shall provide all records that are stored

electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

**IF ETHICS GLOBAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ETHICS GLOBAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
(850) 488-4406  
SBAContracts\_DL@sbafla.com**

4. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

5. Ethics Global shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Ethics Global acknowledges that SBA is subject to and Ethics Global agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Ethics Global hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

**ETHICSGLOBAL, S.A.P.I. de C.V.**



Name: Liuva Anahí Figueroa Gracián  
Title: Legal Representative

**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**



Name: Lamar Taylor  
Title: Chief Operating and  
Financial Officer

Approved as to Legality:



Elizabeth R. Stevens  
Assistant General Counsel