

McKinsey Solutions Agreement

McKinsey & Company, Inc. United States and its affiliates (“McKinsey”) offers a wide range of proprietary data- and analytics-driven tools and solutions across functions and industries (each a “Solution”), including those described at <http://www.mckinsey.com/solutions>. This McKinsey Solutions Agreement (the “agreement”) is an agreement between McKinsey and the legal entity (along with such entity’s affiliates, the “Client”) that executes or accepts this agreement or, if applicable, that executes the corresponding Proposal (as defined below) and governs the Client’s access to and use of the Solutions, including Solutions provided in connection with consulting services that McKinsey may have provided in the past, may be providing currently, and may provide in the future to the Client (the “Services”). With respect to either party, the term “affiliates” means any entities that directly or indirectly control, are controlled by, or are under the same control as, such party or any other entities affiliated with such party or entities.

1. **COVERED SOLUTIONS.** Subject to the conditions and limitations of this agreement and any applicable Proposal, McKinsey grants to Client a limited, revocable, non-exclusive, non-transferable right and license to access and use each Solution identified in such Proposal for the Client’s internal business purposes, including in connection with any related Services provided by McKinsey in connection with such Solution. The foregoing license shall apply for each applicable Solution for the term set forth in the applicable Proposal or, if no such term is provided, for the duration of McKinsey’s provision of Services in connection with such Solution; provided that such license may be immediately terminated and the Client’s use of such Solution suspended in the event of the Client’s material breach of this agreement. The scope of the Solutions and any related Services may be further described in McKinsey’s proposals, statements of work and/or confirming memoranda submitted to the Client or as otherwise agreed in writing by the parties, including one or more commercial agreements referencing the Solutions (each a “Proposal”). The Services shall include the evaluation or discussion of potential services and McKinsey’s preparation of Proposals, and the parties may meet at mutually agreed times to discuss the progress of the Services and to exchange feedback. In order to be able to provide the Solutions and Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, McKinsey will rely on the Client’s timely cooperation, including the Client making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying McKinsey of any issues or concerns the Client may have relating to the Services. During the course of the Services, priorities may shift or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and mutually agree (including via email) on any appropriate adjustments, including to the scope of work, timeframe and budget.

2. **COMPENSATION.** The Client shall compensate McKinsey for its professional fees and any expenses in connection with the Services, if any, as set forth in the applicable Proposal. The Client agrees that it will not, without McKinsey’s prior written permission, disclose the terms of this agreement or any Proposal (including McKinsey’s fees, expenses and other commercial terms) to any third parties (including the Client’s external procurement and other service providers). McKinsey will invoice the Client for professional fees and expenses in connection with the Services monthly or as otherwise set forth in the applicable Proposal. All invoices are due 30 days after receipt. Should any invoice remain unpaid for more than 30 days after receipt, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31st day after receipt until the date of payment.

3. **CONFIDENTIALITY.** McKinsey will keep confidential any confidential information, including any personal data (as defined below), furnished by or on behalf of the Client to McKinsey in connection with the Services (“Confidential Information”). Except to the extent it constitutes Personal Data (as defined below), Confidential Information shall not include information that is or becomes publicly available, already known to McKinsey, independently acquired or developed by McKinsey or legally required to be disclosed. McKinsey will disclose Confidential Information only to its (or its affiliates’) employees, agents

and contractors who have a need to know and are bound to keep it confidential, will use Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, providing and maintaining the Solutions, including evaluating and improving Solution usage, performance and functionality and providing information to the Client regarding the same, or as otherwise requested or authorized by the Client, and will protect Confidential Information in accordance with the McKinsey Information Security Program Overview available at https://solutions.mckinsey.com/msd/information_security_overview.pdf (the “Information Security Overview”). Subject to its confidentiality obligations, where the agreed upon Services include benchmarking services McKinsey may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to the Client. To bring the best of McKinsey’s global resources to serve the Client, the Client agrees that McKinsey may transfer Confidential Information, including Personal Data, to geographies other than those in which it was collected or received, including to McKinsey affiliates and sub-processors that comprise or support McKinsey’s infrastructure and maintenance functions as set forth in <https://solutions.mckinsey.com/msd/subprocessors/> in accordance with the Information Security Overview, to facilitate any activities authorized by the Client, provided that at all times Confidential Information will be treated as confidential and protected in accordance with the terms of this agreement. McKinsey will reasonably cooperate with the Client, at the Client’s expense, in responding to any legally required disclosure. In performing the Services, McKinsey will use and rely primarily on information available from public sources and the Confidential Information and the Client warrants that (i) McKinsey will have no obligation to verify such information, (ii) the Client is authorized to provide McKinsey with all such Confidential Information, and (iii) the Client has satisfied any data privacy requirement under applicable law to allow the processing of Personal Data (including any notification requirements and informed consent from individuals, if required, and (iv) McKinsey’s use of such information in connection with the agreed Services will not violate any law or contractual right of any third party. McKinsey shall promptly destroy or, at the Client’s election and specific written prior notification to McKinsey, return any Confidential Information, including any Personal Data, in its possession or control when the same is no longer necessary for the provision of the Services, provided that McKinsey may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the Client. Any Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure.

4. DATA SECURITY. Without limiting the foregoing, if McKinsey processes client-owned or controlled data as part of the Services in the interest and on behalf of the Client which relates to an identified or identifiable person, (“Personal Data”), McKinsey shall (i) only process such Personal Data, including-transferring it to or allowing access by McKinsey’s sub-processors to the extent necessary to perform its obligations as set forth in this agreement and the Information Security Overview, as otherwise authorized in writing by the Client, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Information Security Overview, (iii) promptly notify the Client of any actual incident in which the confidentiality, integrity or security of the Personal Data has been compromised, or of any request received by a data subject with regards to the Personal Data, and (iv) collaborate with the Client as required by applicable law, as set out in Appendix I (if applicable), or the Client’s request to document the Personal Data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. For the avoidance of doubt, McKinsey will not i) sell or share Personal Data ; ii) attempt to identify or reidentify individuals in data sets containing deidentified Personal Data, and iii) combine Personal Data it receives from or on behalf of the Client with personal data it receives from or on behalf of another party or person, except for any purposes permitted by law or after such personal data has been anonymized, aggregated or other deidentified for use for research, data analysis, and statistical purposes, including to benchmark and identify insights. McKinsey will notify the Client if it can no longer meet its obligations under any applicable law.

With respect to transfers of personal data from the Client to McKinsey, where required by law to ensure an adequate level of data protection, the Parties agree that such standard contractual clauses as applicable to the respective transfer and to McKinsey's Services and as available at <https://solutions.mckinsey.com/msd/sccs.pdf> shall be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties. McKinsey will comply with the Client's reasonable requests to furnish information regarding McKinsey's processing activities as is reasonably necessary to enable the Client to verify that McKinsey is complying with its obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Information Security Overview and McKinsey's processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Client audit or inspection rights of McKinsey, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

5. **INTELLECTUAL PROPERTY.** Upon payment in full of McKinsey's fees, if any, the Client will own all reports and other deliverables prepared for and furnished to the Client by McKinsey in connection with the Services, including any related Solution outputs (the "Deliverables"), save that McKinsey (or its licensor) retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services, including the Solutions themselves (the "McKinsey Tools"), it being understood that none of the McKinsey Tools will contain the Client's Confidential Information. To the extent the Deliverables include any embedded McKinsey Tools, McKinsey hereby grants the Client a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the McKinsey Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of McKinsey materials and publicity. The Client agrees that, without McKinsey's prior written permission, it will (a) not permit any third party to access or copy any McKinsey Tool or Deliverable; and (b) not itself, nor permit any third party to, remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with, or reverse engineer, any Solution, McKinsey Tool or Deliverable. The Solutions (including Solution outputs) and Deliverables are provided 'as is', without any express or implied warranty. Except as otherwise set forth in the applicable Proposal, McKinsey shall not be obligated to maintain, support, host, update, or correct the Solutions (including Solution outputs) or Deliverables. The Client acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by the Client), as well as upon the Client's proper use of the Solutions (including Solution outputs) and/or Deliverables. The Client is responsible for performing final testing (including security testing) of the Solutions and Deliverables, final validation and final implementation of the Solutions and Deliverables in a production environment. McKinsey is not liable for modifications made to Solutions or Deliverables by anyone other than McKinsey personnel or for use of any Deliverables in a live production environment. The Client is responsible for the operation and security of its operating environment.

6. **DISCLOSURE OF MCKINSEY MATERIALS; PUBLICITY.** McKinsey's work for the Client is confidential and for the Client's internal use only. McKinsey will not disclose the Deliverables to any third parties without the Client's prior written permission. Similarly, the Client agrees that it will not disclose any materials or information that McKinsey furnishes to the Client, including the Deliverables, to any third parties without McKinsey's prior written permission. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission.

7. **SERVING COMPETITORS.** It is McKinsey's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance

opportunities, and to do so without compromising McKinsey's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and McKinsey's confidentiality obligations to its other clients, McKinsey is not able to advise or consult with the Client about McKinsey's serving the Client's competitors or other parties. Nothing in this section shall operate to limit or reduce McKinsey's obligations with respect to the Client's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto.

8. LIMITATION OF LIABILITY. The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. McKinsey does not supplant the Client's management or other decision-making bodies and does not guarantee results. The Client remains solely responsible for its decisions, actions, use of the Solutions and Deliverables, including its use of Solution outputs, and compliance with applicable laws, rules and regulations. The Client agrees to pay for any costs, including attorney fees, McKinsey incurs as a result of its participation as a non-party in any legal, regulatory, administrative or other proceeding relating to the Services. In no event shall McKinsey's liability to the Client in connection with a Solution or related Services exceed the fees received by McKinsey from the Client in connection with the engagement pursuant to which such Solution and/or Services are provided. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

9. TERM AND TERMINATION. This agreement takes effect on the date the Services commenced and shall continue until terminated in accordance with its terms. Except as otherwise provided in the applicable Proposal, either party may terminate the Services at any time effective upon written notice to the other and, in the event of such termination, the Client will pay McKinsey's fees and expenses up to the effective date of termination.

10. EXPORT CONTROL AND SANCTIONS.

For purposes of this section, a Party is defined as each contracting entity, including its directors, officers, and affiliates ("Party").

In performing this Agreement, each Party agrees to comply with applicable sanctions, export control, import control, and antiboycott laws ("Trade Control Laws"), including, but not limited to, EU, UK, and U.S. laws, and neither Party shall cause the other to violate or to be penalized under such Trade Control Laws.

Neither Party is a Restricted Party (as defined below) and neither will use anything received from the other Party in connection with a Restricted Party, Russia, the Government of Venezuela, or a comprehensively sanctioned jurisdiction under Trade Control Laws.

A Restricted Party is an individual or entity that (i) is identified on a restricted party list under Trade Control Laws, or is owned 50% or more by, controlled by, or acting on behalf of, such a person(s) or entity(ies), or (ii) is organized under the laws of, ordinarily resident in, or acting on behalf of a person or entity located in Russia or any comprehensively sanctioned jurisdiction under Trade Control Laws. Each Party agrees to promptly inform the other in writing if it becomes a Restricted Party.

Neither Party will provide to the other anything for which government authorization is required under Trade Control Laws without explaining to the other Party what government authorization is required and obtaining the other Party's prior written consent.

11. MISCELLANEOUS. This agreement and the Proposals constitute the entire agreement between the parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or therein. This agreement may be changed and updated by McKinsey from time to time, and Client understands and agrees that continued

use of the Services after any change or update constitutes consent to this agreement in its most updated version. In the event of any conflict between this agreement and any Proposal, the Proposal will govern. This agreement and the Proposals shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles and shall inure to the benefit of and be binding on the successors and assigns of the Client and McKinsey. The following Sections shall survive the completion or any termination of the Services: 3 (Confidentiality), 4 (Data Security), 5 (Intellectual Property), 6 (Disclosure of McKinsey Materials; Publicity), 7 (Serving Competitors), 8 (Limitation of Liability), 9 (Term and Termination), 10 (Export Control and Sanctions) and 11 (Miscellaneous), and any other provision which by law or by its nature should survive. Neither party may assign its rights or obligations under this agreement to any person or entity without the written consent of the other party, not to be unreasonably withheld, provided, however, that either party may assign its rights and obligations under this agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party. Assignment shall not relieve either party of its obligations hereunder. McKinsey is an independent contractor and not the Client's agent or fiduciary. Notwithstanding any course of dealings of the parties at any time or any statement to the contrary contained therein, no purchase order, invoice or other similar document issued by a party shall be construed to modify the terms of this agreement. Rights and remedies provided in this agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. This agreement is strictly a commercial contract and may not be used for purposes of providing services to government or public sector entities without the express prior agreement of the parties.

[remainder of page intentionally left blank]

APPENDIX I - DATA PROTECTION REQUIREMENTS

The below clause(s) will be an integral part of Section 4 of the Agreement **if at least one** of the following applicable applies with respect to the applicable region(s):

- (1) The McKinsey entity identified in the introduction to the Agreement is located in the applicable region;
- (2) Client (or any of its subsidiaries or other affiliates) is located in the applicable region; or
- (3) the Client will have access (including online access) to Personal Data located in the applicable region.

Region: United States of America

McKinsey will not sell or share Personal Data as those terms are defined in California Civil Code § 1798.140. McKinsey will not combine Personal Data it receives from or on behalf of the Client with personal data it receives from or on behalf of another party or person, except for any purposes permitted by law or once they have been completely anonymized or in aggregated form for research, data analysis, and statistical purposes, including to benchmark and identify insights. McKinsey will notify the Client if it can no longer meet its obligations under any applicable law. To the extent that the Client provides deidentified data, McKinsey agrees to take reasonable measures to maintain it in deidentified form and not use it or share it in any way intended to re-identify individuals within the data.

Region: Asia-Pacific

Client and McKinsey agree to comply with all applicable laws regulating the security or processing of Client Personal Data, throughout the duration of the engagement. Notwithstanding the above, McKinsey shall not transfer, disclose or allow access to the personal data to any sub-processor except to the extent required for its performance of its obligations under this Agreement and/or applicable SOW. McKinsey shall impose binding obligations which include provisions that are substantially similar to those in this Section in its agreements with its sub-processors. McKinsey shall ensure that its sub-processors comply with its obligations under this Section.

Region: Mainland China, Taiwan, and/or Philippines

Client and McKinsey agree that, under this Agreement, (a) the categories of Personal Data in scope and (b) the categories of individuals whose Personal Data is collected and processed are as set out in, or otherwise contemplated by, the body of this Agreement and/or the applicable Proposal.