

<p>1. INTERPRETATION</p> <p>1.1 In these conditions the following words have the following meanings:</p> <p>Candidate: any respondent to any of the questionnaires or tests covered by this Agreement.</p> <p>Candidate Data: any data relating to the candidate (including Personal Data) collected during the Client's use of the Products, or collected by the Client during its use or sale of the Products.</p> <p>The Client: the person(s), firm or company who purchases the Products and/or Services from the Company.</p> <p>The Company: Saville Consulting Danmark A/S.</p> <p>Contract: any contract between the Company and the Client for the sale and purchase of the Products and/or Services, incorporating these Conditions.</p> <p>Data Protection Policy: The Company's policy regarding the handling of personal data on the Website.</p> <p>Delivery Point: the place where delivery of the Products and/or Services is to take place under condition 5.</p> <p>Order: the order placed by the Client with the Company for the supply of the Products and/or Services.</p> <p>Products: any products supplied to the Client by the Company (including any part or parts of them).</p> <p>Registered User: the named individual qualified to use the Restricted Products and approved to do so by the Company.</p> <p>Restricted Products: any psychometric tests or materials (including but not limited to: question booklets, answer sheets and profile reports) referred to in the Order 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.</p> <p>Services: any services including training courses agreed in the Contract to be supplied to the</p>	<p>Client by the Company (including any part or parts of them); and TWSA: Towers Watson Software Ltd., company registration no. 03318544 and Saville Assessment Ltd., company registration no. 5105906. TWSA is the licensor and owner of the Products, and the Company has been appointed by TWSA as distributor of the Products in the Nordic countries.</p> <p>Website: www.savilleconsulting.dk</p> <p>2. CONDITIONS</p> <p>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.</p> <p>2.2 Each 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.</p> <p>3. ORDER ACCEPTANCES</p> <p>3.1 The Company seeks to uphold the guidelines "Retningslinjer for Professionel Personvurdering" established by "Videncenter for Professionel Personvurdering" 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 our registration procedures. Restricted Products must be used in compliance with the Company's Ethical Guidelines available on the 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.</p> <p>3.2 No Order placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Products and/or Services to the Client.</p> <p>3.3 When ordering Restricted Products, the Client must quote</p>	<p>the name of the Registered User and his or her membership number. Orders may be refused by the Company if the delivery address is not that relating to a Registered User.</p> <p>3.4 Any quotation is given on the basis that no contract will come into existence until the Company dispatches an acknowledgement of Order to the Client. Any quotation is valid for a period of 30 days provided that the Company has not previously withdrawn it.</p> <p>4. DESCRIPTION</p> <p>4.1 The description of the Products and/or Services shall be as set out in the Company's quotation, brochure, Website or other applicable literature. All drawings, descriptive matter, specifications and advertising issued by the Company are published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. Such ancillary literature shall not form part of this Contract.</p> <p>5. DELIVERY</p> <p>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 would, in the ordinary course of events, have been received by the Client.</p> <p>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.</p> <p>5.3 Delivery of web based electronic assessment Products and/or Services provided by the Company will be subject to service levels as set out in Appendix 1.</p> <p>6. TERMS FOR USE OF THE PRODUCTS</p> <p>6.1 It is a condition for obtaining access to using the Products that the Client's Registered Users and Candidates accept TWSAs terms and conditions for using the Products, including TWSAs privacy policy. TWSA is entitled</p>
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to change the wording of the terms and conditions for using the Products, including TWSA's privacy policy, without the Client's consent. Change of the wording of the terms and conditions will be announced on the Company's website 1 month before the change takes effect. The Client accepts that TWSA's terms and conditions for using the Products take precedence in the event of conflicting stipulations in the Client's contractual basis with the Company, unless TWSA's consent has been obtained in connection with such derogation.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing, 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 Order.

7.2 The price for the Products and/or Services shall be exclusive of any postage, value added tax or other sales taxes and/or applicable import and/or export duties and after the date of the contract the price shall be deemed to be increased by the amount of such duty or tax, unless it is paid direct by the Client.

7.3 Prices and specifications of Products and/or Services are correct at the time of publication in our catalogue or other relevant literature but are subject to change without notice.

7.4 Prices are subject to annual adjustment as per 1st January according to general price movement.

8. PAYMENT

8.1 Invoices are due for payment within 14 days of the invoice date without any deductions including, but not limited to, bank charges. Time for payment shall be of the essence.

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 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 AND RETURN OF PRODUCTS

9.1 An accepted Order may only be cancelled or varied with the Company's written consent.

9.2 The Company will not accept any Products for return without prior notice and such request must be received in writing within 30 days of dispatch by the Company and such product will be returned to the Company within 2 weeks of such authorization having been given by the Company. No request for return or exchange of Products can be considered unless they are tendered in unaltered condition. Returns should be dispatched by the Client via traceable means to provide proof of dispatch and delivery.

9.3 For returns made, other than for damaged or unordered goods, a handling fee will be charged equivalent to 10% of the returned order value subject to a minimum of DKK 100.

9.4 Any complaint made by the Client must be received by the Company within 30 days after the date of delivery.

10. CLIENT'S OBLIGATIONS

10.1 The Client represents, warrants and undertakes that (a) in the

event that the Client is not also a Registered User, it shall ensure that only a Registered User uses the Restricted Products according to the Company's Ethical Guidelines available on the Website; and (b) the Client shall not, and shall ensure that the Registered User shall not make the Restricted Products 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 does not comply with one of the following stipulations: The Client does not violate essential commitments under these Terms and conditions.

- The Client must ensure that the Products are used by sufficiently certified employees only.

- The Client is not by the authorities or for legal reasons prevented from executing their business.

- The Client is not bankrupt or insolvent and corresponding prosecution has not been initiated against the Client or the Client's representatives. The Client's behaviour must not compromise 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 conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 The 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 this 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 or otherwise which arise out of or in connection with this Contract.
- 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 merchantable quality and suitable for the purpose of the Client. This condition 10.5 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 computer scored reports. 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, Services, marketing material produced by the Company and/or work produced during or as a result of a contract incorporating the use of the Product between the Company and the Client is the absolute property of the Company, any other work produced by the Company as a result of any contract between the Company and the Client is the absolute property of the Company and such works shall not be reproduced in whole or in part.
- 12.2 The Client only obtains a temporary right of use to the purchased Products etc. for the duration of the Contract for internal use in the Client's company in Denmark.
- 12.3 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 pursuant to this Contract.
- 14. DATA PROTECTION**
- 14.1 Where Candidates provide the Company with personal data about themselves in connection with these terms, the Company shall process the Candidate's personal data in the manner and for the purposes detailed in the Data Protection Policy and in the written Data Processing Agreement entered into between the Company and the Client. By entering in to the Contract the Client and the Candidate agree and consent to the Company's use of personal data as set out below and in the Data Protection Policy.
- 14.2 The Client is the data controller and the Company is the data processor 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 Candidate has provided specific and informed consent to the Company's processing of the Candidate's personal data as set out in the Data Protection Policy and the Data Processing Agreement between the Company and the Client.
- 14.4 The Company is entitled to change the Data Protection Policy and these terms without notice.
- 14.5 The Company is entitled to use the Registered Users' personal names and company email addresses with the Client and the Candidates' personal names 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 The data subject is entitled to receive information as to whether personal data is processed in respect of the data subject. The data subject 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 info.dk@savilleconsulting.dk.
- 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 14.1 the Company may assign the Contract to any of its affiliated companies or approved agents.
- 16. DETERMINATION OF CONTRACT**
- 16.1 If the Client is in breach or anticipated breach of any of the Client's obligations to the Company, or if 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, or if 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,, the Company shall, in addition to its rights set out in condition 8.3 and condition 8.4, have the right forthwith to determine the whole or any unfulfilled part of this contract by written notice.

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 any such contract.

16.2.1 The Client shall indemnify the Company against all loss (including loss of profit) costs (including costs of labor and materials) and all expenses suffered by the Company by reason of such determination.

16.2.2 The Client (or Receiver) shall at its own cost return unsold or unused Products to the Company.

17. GENERAL

17.1 In case of Contract expiration the Client shall return all materials received from the Company.

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 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 affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

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

These service levels apply where the Client is purchasing web-based electronic 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 electronic assessment service is available to the Client throughout the term of this Agreement. The Company will schedule downtime between 9.00 am and 9.00 pm Danish time on Saturdays as necessary. Such downtime will be notified on the Company website or other such website as notified to the Client from time to time and via email to the project administrator or other designated employee of the Client.
2. The Candidate completes the questionnaires or tests. Reports may be run against this data subject to the fees set out in the Company's current price list.
3. If the Client has set up its own web-based test administration system (Oasys), the Candidate Data will be available to the Client for a period of 24 months unless otherwise agreed in writing between the Company and the Client. If access is required to Candidate Data for more than 24 months, a fee will be charged based on the time required to retrieve such data (provided such data has not been anonymised). Upon request a quote will be sent by the Company to the Client for retrieval of such data. Oasys will

automatically be closed if it has not been used in a period of 24 months and can be re-opened according to agreement. For the sake of 'Disaster Recovery' (DR), backup databases are maintained for 35 days.

4. If the Client uses the Company's Bureau Service, Candidate 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 will send test links to the Client's Candidates, and after completing the test the Client can gain access to the candidate's reports in Oasys). Bureau Service is invoiced for sending out the test link to the Candidate, which can be cancelled within 7 days after being ordered. If cancelled, an administration fee of DKK 200.00 per candidate will be invoiced. The Company's Bureau Service is available on business days from 9.00 am to 4.00 pm.

5. If the Client wants extra work to be carried out, the Company will generate a price quote and time estimate for work to be performed based on the results of an investigation. The Client must give specific consent for work to proceed and the Company may decline to perform such requested work. The Company does not guarantee fee based work.

6. Network uptime, excluding planned downtimes notified to the Client by the Company in accordance with clause 1, shall be as follows:

6.1 99.5% availability based on network average during the hours of 9.00 am on Monday to 7.00 pm on Friday Danish time except UK public holidays and 99% availability at other times; and

6.2 for every hour above the acceptable outages in a calendar month, the Company will make a reimbursement of 5% of the fees payable by the Client under the Contract during the relevant month to a maximum of 25% of the total fees payable. This is active only after a report of failure by the Client is received by the Company.

7. The Company shall not be liable for any defect or failure in the performance of the web-based electronic 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 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.

8. The Client designates contact person(s) as Super user(s) of the Company's web based test administration system, Oasys, The Super user(s) will be the point of contact(s) for colleagues in the use of Oasys. Moreover, the Company delivers a joint e-mail address for Oasys, so that Candidates can send mails directly to the Client, if needed.

Appendix 2

Terms and Conditions for Booking Public Training Courses

1. Public Training Courses and Prices
 - 1.1 The details of the design and content of courses and the prices are correct at the time of publication, but are subject to change without notice.
 - 1.2 The cost of optional overnight accommodation is not included in the course fees.
 - 1.3 The Company reserves the right to cancel or reschedule courses without penalty or liability if there are insufficient bookings, or for reasons outside its control. The Company will try to notify participants as soon as reasonably possible if a course has to be cancelled.
2. Cancellation Policy
 - 2.1 In respect of cancellation by the Company, a full refund will be given upon return to us of any pre-course materials already dispatched.
 - 2.2 The full 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, except a charge for any course material already dispatched, for any cancellation received in writing more than 21 days before the course start date.
 - 2.3 Transfers from one 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 fills the entrance requirement and has completed any pre-course study.
3. Qualification of Participants
 - 3.1 Registrants on qualification courses should note that successful completion of such courses requires participants to demonstrate an understanding of the underlying principles and competence in the selection, administration and feedback of the instrument(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 qualification.

Appendix 3

Terms of Business – 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 may 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) and, when needed, observers.
 - 2.1.4 Courier transportation costs for submission of equipment and materials to and from the training course venue.

- 2.1.5 Volunteers for training in administration and feedback.

3. Other terms and conditions are as for public training courses.

Appendix 4

Consultancy Terms of Business

1. Consultancy Projects:
 - 1.1 Consultancy Projects are defined as assignments undertaken by the Company's staff or its agents and sub-contractors (hereinafter referred to as Consultants) on behalf of the Client.
 - 1.2 Projects will only commence following agreement with the Client of a clear specification or proposal.
2. Fees and Cancellation:
 - 2.1 A Consultant Day is a maximum of eight hours between the hours of 9.00 am and 6.00 pm 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 will be charged at 50% of the prevailing Consultant rate.
 - 2.3 Products consumed will be invoiced at the prevailing sales price and are subject to the Company's Terms and Conditions.
 - 2.4 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.
 - 2.5 Charges for cancellation or postponement before the commencement of a consultancy assignment are as follows:
 - 2.5.1 Within two weeks: the full fee.
 - 2.5.2 Within two to four weeks: 50% of the full fee.
 - 2.6 If the Client requests any variation to the project the Company will seek to meet the request. If these changes result in extra time being taken then this

will be charged at the prevailing rate per Consultant Day.

- 2.7 Expenses incurred in the course of undertaking the project which would include but not limited to: travel, accommodation, subsistence and courier costs, will be charged in addition to the Consulting fees.
- 3. Access:
 - 3.1 The Client will give the Consultant such access to their offices, personnel and to client information as the Consultant may require in the performance of the assignment. Any increase in time spent as a result of the Consultants reasonable access being denied will result in an increase in the project cost.
 - 3.2 The Client will ensure that the Consultant has sufficient working space and facilities, and will secure and keep safe all of the Consultant's and the Company's property.