



General Partner Terms (Version Date: January 1, 2021 - Rebranded)

These General Partner Terms govern the partner programs (the "**Partner Programs**") offered by Diligent Corporation, ACL Services Ltd. and their affiliate and subsidiary companies (together, "**Diligent**") and apply to each entity that enrolls and participates in a Partner Program (the "**Partner**"). Partner accepts these General Partner Terms by: (a) submitting an application to participate in a Partner Program; (b) clicking through, checking a box or performing some other positive action to signify acceptance electronically; (c) signing these General Partner Terms or any other document that references them; or (d) actively participating in a Partner Program.

These General Partner Terms are effective as of the version date set forth above and will remain in effect until they are updated and replaced by a version with a later version date in accordance with Section 12.2 (Updates).

1. **Scope**

- 1.1 **Program Terms; Agreement.** The specific requirements, benefits and terms of each Partner Program will be described in a separate document or agreement (referred to herein as the "**Program Terms**") which references and incorporates these General Partner Terms. Partner will only be bound by the Program Terms applicable to its particular Partner Program(s). The Program Terms and these General Partner Terms are together referred to as the "**Agreement**".
- 1.2 **Products.** For purposes of the Agreement, "**Products**" means the Diligent software solutions that Diligent makes available for sale to customers from time to time, including the applicable user documentation. Products may vary by geography or by Partner Program.
- 1.3 **Contracting Entity.** Unless otherwise specified in the applicable Program Terms, the Diligent entity that Partner is contracting with under the Agreement is:

Location of Partner's Principal Office	Diligent Contracting Entity
North America, Central America, South America, Caribbean	ACL Services Ltd. of #1500 – 980 Howe Street, Vancouver, B.C., Canada, V6Z 0C8
United Kingdom, Europe, Middle East, Africa, India	ACL Europe Ltd. of 100 New Bridge Street, London, EC4V 6JA, United Kingdom
Asia (excluding the Middle East and India) and the Pacific Region	ACL Services (Singapore) Pte. Ltd. of 133 Cecil Street, #15-03, Keck Seng Tower, Singapore, 069535

- 1.4 **Non-Exclusive.** All rights granted to Partner under the Agreement are non-exclusive. Diligent reserves all rights not specifically granted in the Agreement, including, but not limited to, the right to deal directly with customers and prospects, and the right to appoint other Partners.
- 1.5 **No Subcontracting.** The rights granted to Partner under the Agreement are specific to Partner. Partner will not: (a) subcontract any of its rights or obligations under the Agreement to a third party; or (b) appoint or engage a third party to carry out Partner's activities under the Agreement, without Diligent's prior written approval. Such approval will be subject to Diligent's review and assessment of each proposed third party and may be subject to additional terms and conditions. Diligent may withhold its approval in its sole discretion. Partner will be responsible and liable for the actions or omissions of its approved third parties and will indemnify Diligent and its directors, officers, employees, agents and affiliates from and against all claims or damages arising out of or related in any way to the activities of such third parties.

2. **Partner Program**

- 2.1 **Participation.** Partner will actively participate in the Partner Program(s) to which it is accepted and will perform its obligations diligently in an honest and professional manner using personnel with sufficient skills, knowledge and experience to carry out Partner's obligations under the Agreement. Partner will meet the requirements set forth in the Program Terms for its Partner Program(s). Partner will not act or hold itself out as Diligent's agent and will not

negotiate or enter into any contracts, or make any promises or representations, on Diligent's behalf or in Diligent's name.

- 2.2 Diligent Systems. Diligent may, in its discretion, provide Partner with access to the Diligent partner portal and related systems or tools that Diligent makes available for its partners (the "**Diligent Systems**"). Partner and its users may be required to enter into a system access agreement with Diligent prior to being granted such access and will abide by the terms of such agreement at all times. Partner will use the Diligent Systems solely for the purpose of exercising its rights and fulfilling its obligations under the Agreement. Partner will keep its user credentials and passwords confidential and will follow best practices for maintaining the security of such credentials and passwords. Partner is responsible and liable for its use of and access to the Diligent Systems and all activities that occur under its user accounts. Diligent may, in its sole discretion, monitor, restrict or terminate Partner's, or any of its user's, access to the Diligent Systems. Partner agrees to comply with all applicable policies, rules and procedures related to Diligent Systems (including, but not limited to, privacy, confidentiality and data security policies) which have been communicated or provided to Partner.
- 2.3 Internal Use Products. Diligent may, in its discretion, provide Partner with access to the Products and related resources, such as online training, tools and templates, and a peer community forum (the "**Resources**"). Unless otherwise specified in the applicable Program Terms, the Products and Resources are provided solely for the limited purposes of Partner's internal training and education regarding the Products, and for demonstration of the Products to potential customers. Partner's use of such Products and Resources is governed by the terms of Diligent's customer agreement ("**MSA**") available at www.diligent.com/legal, or such other URL as Diligent may use for such purpose, as amended by this Section 2.3. Partner will abide by the terms of the MSA and this Section 2.3, and will not use the Products or Resources, or permit others to use the Products or Resources, for evaluation, testing, implementation or the provision of consulting or other services. If a potential customer wishes to evaluate or test any Product, such customer must obtain an evaluation Product from Diligent directly. If Partner wishes to obtain a full subscription to the Products, Partner may purchase a subscription separately. Partner's breach of the MSA will constitute a breach of the Agreement.

3. **Marketing**

- 3.1 Marketing Materials. Partner will use only those marketing materials provided or approved by Diligent when conducting any marketing activities under a Partner Program and will comply with Diligent's guidelines for marketing the Products. Partner will reproduce and include Diligent's copyright and proprietary notices on all marketing and other materials provided to Partner by Diligent. To the extent Diligent markets and promotes any of Partner's products, services, technology or content, the terms for such marketing and promotion will be set forth in the applicable Program Terms or agreed by the parties in writing.
- 3.2 Diligent Trademarks. "**Diligent Trademarks**" means any marks, trade names or logos used by Diligent in connection with its Products, Resources and services (whether registered or not), including, without limitation, all pending marks of which Diligent has advised Partner. Diligent grants Partner a non-exclusive, royalty-free license to use the Diligent Trademarks in connection with Partner's activities under the Agreement. Partner will use the Diligent Trademarks strictly in accordance with Diligent's current brand guidelines, or as otherwise instructed by Diligent. All publications, advertisements and other printed and electronic materials containing the Diligent Trademarks will be supplied by Diligent or approved by Diligent in writing before any use or distribution of any such materials, unless such materials and use are in accordance with the current brand guidelines. Partner agrees that any goodwill which accrues because of Partner's use of the Diligent Trademarks will enure to the benefit of Diligent. Partner will exercise reasonable efforts to detect, and will immediately report to Diligent, any known instances of infringement of the Diligent Trademarks by any third party and will cooperate and provide reasonable assistance to Diligent so that Diligent may protect, maintain and enforce its rights in the Diligent Trademarks.
- 3.3 Trademark Restrictions. Partner will not use the Diligent Trademarks as part of its firm name, trade name or domain name, or in any modified form, including the use of Diligent Trademarks with different words or designs, without the prior written consent of Diligent. Partner shall not attempt to register any of the Diligent Trademarks or any trademarks, service marks, logos, brand names, trade names, domain names and/or slogans confusingly similar to the Diligent Trademarks. Partner shall execute such documents and do all such acts and things as may be necessary, in Diligent's reasonable opinion, to establish Diligent's ownership of any rights in and to the Diligent Trademarks or domain names, at Diligent's expense.

- 3.4 Partner Trademarks. Partner grants Diligent a non-exclusive, royalty-free license to use Partner's company name, trade names, marks and logos (the "**Partner Trademarks**") for the purpose of identifying and promoting Partner's participation in the Partner Programs. Diligent will use the Partner Trademarks strictly in accordance with Partner's brand guidelines, or as otherwise instructed by Partner. Partner may withdraw its approval of any use of the Partner Trademarks at any time, in its sole discretion, upon written notice to Diligent. Such withdrawal will be effective upon Diligent's receipt of Partner's notice, but will not require the recall of any previously published or distributed materials containing Partner Trademarks.
- 3.5 Publicity. Neither party will issue any media release, public announcement or public disclosure relating to the Agreement without the prior written consent of the other party.

4. **Intellectual Property Rights**

- 4.1 Ownership. Except as expressly provided in the Agreement, neither party is granted any rights or licenses to the other party's products, services, technology, content or intellectual property. Diligent, its affiliates and their licensors, own all rights, title and interests in and to: (a) the Products, Resources, Diligent Trademarks and all related marketing, training and technical materials; (b) all configurations, enhancements and derivative works of the Products (including any scripts, analytics, content, compliance maps or frameworks) which are developed by, or on behalf of, Diligent; and (c) all methodologies, concepts, know-how, and intellectual property and proprietary rights related to any of the foregoing (collectively, paragraphs (a) through (c) are referred to as the "**Diligent Property**"). Partner will have no rights in respect of any Diligent Property other than those expressly stated in the Agreement and the MSA.
- 4.2 IP Restrictions. Except as expressly permitted in any Program Terms, or agreed by Diligent in writing, Partner will not: (a) modify, adapt or translate any Diligent Property; (b) create derivative works from the Diligent Property; (c) sell, lease, rent, assign, sub-license or distribute any Diligent Property; (d) except as permitted by applicable law, de-compile, reverse engineer or disassemble any Diligent Property, or otherwise reduce any object code to source code; (e) use or include any Diligent Property in any service bureau or fee generating service; (f) remove or modify any proprietary notices on or within the Diligent Property; (g) use any Diligent Property to create works which are competitive to the Products or which use similar features, functions or graphics; or (h) disclose the results of any Product benchmark tests to any third parties.
- 4.3 Suggestions. Partner acknowledges that any suggestions it makes regarding features, functionality or performance of the Products or Resources may be adopted by Diligent. Unless otherwise agreed by the parties in writing, Partner hereby grants Diligent a non-exclusive, royalty-free, worldwide, perpetual and irrevocable right and license to freely copy, use, make use of, publish, adapt, distribute, sell, license, create derivative works from and otherwise exploit such suggestions, including incorporating them into future versions of the Products or Resources. Partner waives, or agrees to refrain from exercising, any moral rights and claims in respect of such suggestions, to the extent permitted by applicable law.

5. **Disclaimer**

- 5.1 EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, DILIGENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PARTNER PROGRAM OR ANY DILIGENT PROPERTY, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL, WRITTEN OR OTHERWISE. DILIGENT WILL NOT BE LIABLE TO PARTNER (OR TO ANY INDIVIDUAL OR ENTITY AFFILIATED WITH PARTNER) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF ANY DILIGENT PROPERTY, DILIGENT SYSTEMS OR SERVICES MADE AVAILABLE TO, OR ACCESSED OR USED BY, PARTNER AS PART OF THE PARTNER PROGRAMS. EACH PARTY SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT (BUT NOT IN DEROGATION OF ITS INDEMNITY OBLIGATIONS UNDER SECTION 7 (INDEMNITY)). Some jurisdictions do not allow the exclusion of implied warranties, in which case any implied warranties are limited to a ninety (90) day period.

6. **Termination**

- 6.1 Termination for Convenience. Without restricting the termination rights contained in any Program Terms, either party may terminate the Agreement, or Partner's participation in a Partner Program, at any time by providing at least sixty (60) days advance written notice to the other party. Termination of Partner's participation in one Partner

Program will not affect any other Partner Program in which Partner is enrolled and these General Partner Terms will continue in effect with respect to such other Partner Program(s).

- 6.2 Termination for Cause. Either party may terminate the Agreement: (a) if the other party is in material breach of the Agreement and does not remedy such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party; or (b) immediately, without advance notice, if the other party is in breach of any of its obligations in Section 4 (Intellectual Property Rights), Section 9 (Confidentiality) or Section 10 (Compliance with Laws), or the other party becomes insolvent or bankrupt, becomes the subject of any proceeding under bankruptcy, insolvency or debtor's relief law, has a receiver appointed, makes an assignment for the benefit of creditors, or is unable to comply with the provisions of the Agreement due to its financial condition.
- 6.3 Termination by Diligent. Without restricting the termination rights contained in any Program Terms, Diligent may terminate the Agreement and Partner's participation in all Partner Programs immediately, and without advance notice, if: (a) there is a substantial change in the ownership, control or management of Partner which, in Diligent's reasonable discretion, is not acceptable to Diligent; or (b) Partner contests the validity of or otherwise challenges Diligent's intellectual property rights including, but not limited to, Diligent's rights in any Diligent Property.
- 6.4 Effect of Termination. Upon termination or expiration of the Agreement for any reason, all rights, licenses and access granted to Partner by Diligent will terminate. Partner will: (a) cease to be a Partner under all Partner Programs and will no longer be entitled to any benefits associated with them; (b) immediately cease promoting the Products or holding itself out as connected to Diligent in any way; (c) discontinue use of all Diligent Systems and Diligent Property (other than Products for which Partner has separately purchased and paid for a subscription as a customer of Diligent); and (d) return, or at Diligent's instruction destroy, all software, promotional material and technical materials provided to Partner by Diligent. Each party will return all Confidential Information of the other party in accordance with Section 9 below. Neither party will be liable to the other for any indemnity or compensation for the termination of the Agreement or for the loss of rights granted under it, and each party expressly releases and discharges the other party from any such indemnity or compensation.
- 6.5 Surviving Terms. All terms which by their nature should survive termination of the Agreement will survive.

7. **Indemnity**

- 7.1 Diligent Indemnity. Diligent will provide Partner with the infringement indemnity under the MSA (the "**Diligent Indemnity**") in respect of Partner's use of the Products pursuant to the Agreement. Diligent will defend any claim made against Partner which falls within the scope of the Diligent Indemnity and will indemnify Partner and its officers, directors, employees, agents and affiliates from reasonable costs and expenses (including reasonable legal fees) arising from such claim, provided that: (a) Partner gives Diligent prompt notice of the claim; (b) Diligent has sole control of the defense and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by Partner); and (c) Partner provides reasonable assistance to Diligent, at Diligent's expense. Diligent will have no obligations under this Section for any claim that does not fall within the scope of the Diligent Indemnity or for any claim that arises out of any services performed by Partner or any software, technology, content, processes or products (other than the Products) developed or provided by Partner. The terms of this Section 7.1 comprise Diligent's entire obligation with respect to the infringement of the intellectual property and proprietary rights of others.
- 7.2 Partner Indemnity. Partner will indemnify, and upon Diligent's request, defend Diligent and its officers, directors, employees, agents and affiliates from and against all claims, causes of action, demands, costs, expenses, penalties, damages or losses, including reasonable legal fees and expenses, in connection with: (a) any representation, warranty or indemnity made, offered or agreed to by Partner in respect of the Products which differs from the terms of the MSA; (b) any services, software, technology, content, data, processes or products provided by, or on behalf of, Partner in connection with the Products; (c) Partner's breach of Section 2.2 (Diligent Systems) or Section 10 (Compliance with Laws); or (d) Partner's infringement of the intellectual property rights of Diligent or others. Partner will have no obligations under this Section to the extent the claim arises solely out of the acts or omissions of Diligent.

8. **Limitation of Liability**

- 8.1 Limitation of Liability. SUBJECT TO SECTION 8.3 (EXCLUSIONS), THE AGGREGATE CUMULATIVE LIABILITY OF EACH PARTY, TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATED TO THE AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO PARTNER BY DILIGENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR IF NO

FEES ARE PAYABLE TO PARTNER, \$10,000. THIS LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY.

- 8.2 **No Liability.** SUBJECT TO SECTION 8.3 (EXCLUSIONS), NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY FOR ANY OF THE FOLLOWING DAMAGES OR LOSSES (EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE, KNOWN OR CAUSED BY THE PARTY'S NEGLIGENCE, AND EVEN IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE): (A) LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF REPUTATION, COSTS OF SUBSTITUTE GOODS; (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES (IN CONTRACT, TORT OR OTHERWISE); OR (C) ANY INDEMNITY OR COMPENSATION ARISING OUT OF OR IN CONNECTION WITH THE TERMINATION (OTHER THAN FOR BREACH) OR EXPIRATION OF THE AGREEMENT, WHETHER FOR LOST REVENUE OR PROFITS ON ANTICIPATED SALES OR FOR ANY EXPENDITURES, LEASES OR COMMITMENTS IN CONNECTION WITH A PARTY'S BUSINESS OR THE EFFECT ON THE GOODWILL OF A PARTY'S BUSINESS. PARTNER ACKNOWLEDGES AND AGREES THAT NO AMOUNT WILL BE PAYABLE TO PARTNER AS COMPENSATION FOR THE TERMINATION OF THE AGREEMENT OR THE LOSS OF ANY RIGHTS GRANTED UNDER THE AGREEMENT.
- 8.3 **Exclusions.** The above limitations of liability will not apply to: (a) a party's indemnification obligations under the Agreement; (b) a violation of Diligent's intellectual property rights or breach of Section 4 (Intellectual Property Rights); (c) a party's breach of its confidentiality obligations under the Agreement; or (d) any damages or liabilities that cannot be limited or excluded under applicable law, including, but not limited to, (i) those arising out of a party's gross negligence, willful misconduct, deceit or fraud, or (ii) liability for death or personal injury caused by a party's negligence.
9. **Confidentiality**
- 9.1 **Confidential Information.** For the purposes of the Agreement, "**Confidential Information**" means any oral, written or electronic information, documents, materials or data provided or disclosed by a party to the other party which is proprietary in nature and is not readily available to the public. Confidential Information includes, without limitation: (a) all information stored in or made available to Partner through the Diligent Systems; (b) a party's financial and business information, such as financial statements, business plans, marketing plans, price lists, customer lists, account plans, product plans and roadmaps; (c) non-public information regarding a party's customers or employees and information from others that a party is required to keep confidential; (d) information, documents, data and materials relating to computer software or other technology developed and owned by a party or its affiliates, or in which a party has an interest or right, including specifications, algorithms, routines, subroutines, source code, processes, inventions, network configurations, system architecture, designs, flow charts, drawings, formulas and formulations, methodology, strategies and practice; (e) business methods, ideas, know-how and trade secrets of a party or its affiliates; and (f) information which, given its nature or the circumstances surrounding its disclosure, the receiving party reasonably knows or ought to know is confidential.
- 9.2 **Exclusions.** Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) was lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without the use or benefit of the disclosing party's Confidential Information.
- 9.3 **Obligations.** The receiving party agrees to keep the disclosing party's Confidential Information in confidence and to use such Confidential Information solely for the purposes of exercising its rights and fulfilling its obligations under the Agreement. Subject to Section 9.5 (Compelled Disclosure), the receiving party will not disclose the disclosing party's Confidential Information to any third party, except to those of its and its affiliates' employees, contractors, service providers, advisors, attorneys and auditors who need to know and who have agreed in writing to maintain the confidentiality of such Confidential Information. Each party further agrees to adopt reasonable security measures (such as sending information in a secure encrypted manner or masking the data) when sending Confidential Information electronically. Partner will comply with Diligent's applicable privacy and data security policies, as advised by Diligent from time to time.
- 9.4 **No Competitive Use.** Neither party will disclose or use the other party's Confidential Information in connection with any product, service, technology, information, purpose or project which is competitive to products or services of the other party (a "**Competitive Purpose**"). Each party will implement and maintain strict administrative, technical and physical security measures to ensure that the other party's Confidential Information is kept separate from any

Competitive Purpose and that no person involved with any Competitive Purpose is given access to the other party's Confidential Information.

- 9.5 Compelled Disclosure. If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to the extent required, and will be subject to confidentiality protections to the extent reasonably practicable.
- 9.6 Return of Confidential Information. Upon the termination or expiration of the Agreement, or upon the written request of a party, the other party will return all documents, materials or media containing the requesting party's Confidential Information or, at the requesting party's direction, will destroy such material or media and delete the Confidential Information from its systems and devices.
10. **Compliance with Laws**
- 10.1 General. Each party will comply with all laws and regulations applicable to the operation of its business and the performance of its obligations under the Agreement, and will be responsible for obtaining all required government approvals or registrations related to its business. Partner will not engage in any unfair or deceptive marketing practices when marketing and promoting Diligent Products, whether by statement, act, omission or implication, and will immediately cease any such marketing upon Diligent's request.
- 10.2 Anti-Corruption. Each party will comply with all applicable anti-corruption and anti-bribery laws, including, but not limited to, the Canadian *Corruption of Foreign Public Officials Act*, the United States *Foreign Corrupt Practices Act* and the UK *Bribery Act 2010*, each as may be amended from time to time. Neither Partner, nor any of its representatives, shall, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, or public international organization, or any candidate for political office, to: (a) improperly influence any act or decision of such official, employee, or candidate for the purpose of promoting the business interests of Partner or Diligent in any respect, or (b) otherwise improperly promote the business interests of Partner or Diligent in any respect.
- 10.3 Sanctions and Export Control Laws. The Products and related services may be subject to laws, rules and regulations relating to economic sanctions, export controls, trade embargoes or other restrictive measures (the "**Sanctions and Export Control Laws**"). Each party will comply with all Sanctions and Export Control Laws and will not knowingly export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the Products or any Confidential Information embodied in the Products, except as permitted by applicable Sanctions and Export Control Laws. Partner will immediately notify Diligent if it becomes aware that it or any of its personnel may have breached any applicable Sanctions and Export Control Laws. The Products and related services may not be exported, re-exported or disclosed to any person or entity who is subject to Sanctions and Export Control Laws or who is located in a country which is or becomes subject to Sanctions and Export Control Laws.
- 10.4 Data Protection. Each party will comply with all applicable privacy and data protection laws and will not do, or cause or permit to be done, anything which may cause or otherwise result in a breach of such laws by the other party. Each party will be responsible for ensuring the lawful collection and use of any personal data it collects, uses or discloses. To the extent the parties share personal data with each other in connection with the Agreement, the terms of Schedule "A" (Data Processing Terms) will apply.
- 10.5 Policies and Certification. Partner will have and maintain, throughout its participation in the Partner Program, its own policies and procedures to ensure compliance with the applicable laws set forth in this Section 10. Upon Diligent's request, Partner will: (a) provide Diligent with copies of such policies; (b) complete Diligent's standard due diligence questionnaire and certification, or such successor form or other certification as Diligent may require, to verify Partner's compliance with this Section 10; and (c) complete annual anti-bribery and privacy training as required by Diligent and certify completion of such training. Where Diligent has approved Partner's use of any sub-contractor or other third party in connection with the Agreement, Partner will take reasonable steps to verify that its sub-contractors and third parties comply with this Section 10 and will ensure that such third parties complete any certifications and training required by Diligent.

11. **Governing Law and Disputes**

- 11.1 **Governing Law.** The Agreement is governed by and will be construed in accordance with the following laws: (a) the laws of the State of New York if Partner's principal office is located in the United States; (b) English laws if Partner's principal office is located in the United Kingdom, Europe, the Middle East, India or Africa; (c) Singapore laws if Partner's principal office is located in Asia (other than the Middle East or India); or (d) the laws of the Province of British Columbia and the applicable federal laws of Canada if Partner's principal office is located in any other country or location. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 11.2 **Dispute Resolution.** Subject to and without restricting the rights of a party to injunctive relief or other interim measures of relief, the parties will attempt to resolve any controversy or claim relating to the Agreement through consultation and negotiation in good faith. By mutual agreement, the parties may agree to use some form of non-binding alternative dispute resolution, such as mediation. The use of any alternative dispute resolution procedure will not be construed as a waiver or estoppel to affect adversely the rights of either party. Any dispute which the parties cannot resolve between themselves within sixty (60) days after the claim or controversy first arose will be referred to, finally settled and determined by binding arbitration in accordance with Section 11.3 (Arbitration).
- 11.3 **Arbitration.** Arbitration will be conducted in the English language before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. Unless otherwise agreed by the parties, arbitration will be held and conducted: (a) in Seattle, WA, USA in accordance with the commercial arbitration rules of the American Arbitration Association if Partner's principal office is located in the United States; or (b) in Vancouver, B.C., Canada in accordance with the International Centre for Dispute Resolution Canada (ICDR) and its International Arbitration Rules or its Canadian Arbitration Rules (as applicable) if Partner's principal office is located in any other country or region.

12. **General**

- 12.1 **Complete Agreement.** These General Partner Terms, together with the Program Terms and the attached Schedule, are the complete and exclusive statement of the agreement between the parties relating to Diligent's offering of, and Partner's participation in, the Partner Programs. This Agreement supersedes all prior discussions or agreements, oral or written, regarding the Partner Programs, as well as any other online or click-through agreement regarding the Partner Programs which Partner may have previously entered into with Diligent before the version date shown on page 1. If any terms of these General Partner Terms conflict with any terms of the Program Terms, the Program Terms will govern. Except as provided in Section 12.2 (Updates), this Agreement may not be modified or amended except by a written instrument executed by both parties. Partner's standard terms of purchase (including purchase order terms) do not apply.
- 12.2 **Updates.** Diligent may modify and update the Partner Programs and the Agreement from time to time to ensure the Partner Programs remain current and reflect Diligent's current Products and business requirements. Diligent will notify Partner of each update at least thirty (30) days prior to its effective date (the "**Update Notice**") and will post the updated Agreement at the website and URL where the then-current version of the Agreement is posted (or the current website and URL used for this purpose). If the terms of the updated Agreement materially and adversely affect Partner and Partner does not wish to accept the update, Partner may terminate the Agreement, and Partner's participation in the Partner Programs, by providing written notice to Diligent within thirty (30) days after the date the Update Notice was issued. Partner's continued participation in a Partner Program after the effective date of the updated Agreement will constitute Partner's acceptance of the updated Agreement.
- 12.3 **Relationship.** The parties agree that each party is an independent contractor and nothing in the Agreement will be deemed to create an agency, partnership, franchise, joint venture, fiduciary or employment relationship. Neither party has any right or authority to make any warranties or representations on behalf of the other party or its affiliates, or to act for, bind or otherwise negotiate, assume or create any obligations on behalf of the other party or its affiliates. Partner will not represent itself as a developer, manufacturer or licensor of the Products, or as an agent of Diligent.
- 12.4 **Notices.** Announcements of general interest to all Partners may be provided to Partner by email or by posting in the Diligent partner portal or on the partner section of the Diligent website. Any notice required or permitted to be given under the Agreement will be in writing in the English language and will be delivered by courier, mail or email. Diligent will provide notice to Partner at the address or email address provided by Partner. Partner will notify Diligent immediately if Partner's address or email address for notice changes. Partner will provide notice to Diligent at:

c/o ACL Services Ltd.
#1500 – 980 Howe Street
Vancouver, B.C.
Canada, V6Z 0C8
Attention: Legal Department
legal@diligent.com

Delivery will be deemed effective upon receipt, if delivered by courier or mail; or upon confirmed receipt, if delivered by email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).

- 12.5 Waiver and Severability. A waiver by either party of any breach of a provision of the Agreement by the other party will not be effective unless communicated by notice. Any such waiver will not constitute a waiver of any subsequent breach of the same provision or any other provision of the Agreement. If any provision of the Agreement is prohibited by law or declared invalid, illegal or unenforceable, then such provision will be altered as necessary to comply with such law or declaration and, if necessary, severed, and all other terms of the Agreement will remain in full force and effect.
- 12.6 Assignment. Neither party may assign the Agreement without the other party's prior written consent (not to be unreasonably withheld), except to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, provided such assignment is not to a direct competitor of the non-assigning party. The assigning party will notify the other party of the assignment and will obtain the assignee's written agreement to be bound by all of the terms of the Agreement. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.
- 12.7 Force Majeure. Neither party will be liable or responsible for any delay or failure in performance caused by a force majeure event, such as fire, flood, strike, government or military authority, earthquake, pandemic, act of terrorism, internet or telecommunications failure or any other cause beyond its reasonable control. The party seeking relief from performance under this Section will notify the other party of such circumstances as soon as practicable and will resume performance as soon as possible upon cessation of the circumstances. If the failure or delay continues for more than 30 days, the other party may, in its discretion, terminate the Agreement without compensation or liability.
- 12.8 Language. The Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language text will prevail and will be the authentic text for the purposes of interpretation.

Schedule "A"

Data Processing Terms

These Data Processing Terms apply when Diligent and Partner share Personal Data with each other, or when one party Processes Personal Data on behalf the other party.

1. Definitions

- 1.1 "Data Protection Laws" means all laws and regulations which apply to the Processing of Personal Data in connection with the Agreement, including, but not limited to, the California Consumer Privacy Act of 2019 (CCPA) and the EU General Data Protection Regulation, each as may be amended from time to time.
- 1.2 "Personal Data" means "personal data" or "personal information" as those terms are defined in the applicable Data Protection Laws, including, by way of example an individual's name, email address, username, credit card or other financial account information, address, or other like information.
- 1.3 "Processing" means the collection, use, storage, disclosure, erasure or destruction of Personal Data, or any other operation or set of operations performed on Personal Data, whether or not by automated means.

2. Terms

- 2.1 Each party will Process Personal Data in accordance with Data Protection Laws and will only Process Personal Data of the other party as necessary to carry out the purpose of the Agreement.
- 2.2 The type of Personal Data to be Processed may include, without limitation, an individual's name, address, email address, telephone number, job title or function, and country. The categories of individuals whose Personal Data may be processed may include, without limitation, employees, contractors or representatives of a party, its customers or business partners.
- 2.3 Each party who Processes Personal Data (the "**Processor**") on behalf of the other party (the "**Controller**") will:
 - (a) Process the Personal Data only on the written instructions of the Controller. This Schedule and the Agreement constitute the Controller's written instructions for this purpose;
 - (b) ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) not "sell" (as that term is defined in the CCPA) Personal Data and will not retain, use or disclose Personal Data obtained from the Controller (i) outside the direct relationship between the Controller and the Processor; (ii) for any purposes other than for the specific purposes of performing its obligations under the Agreement; or (iii) for any "commercial purpose" (as defined in the CCPA) other than performing its obligations under the Agreement;
 - (d) not transfer Personal Data of individuals in the European Union to third countries, except where such third country provides appropriate safeguards by way of an adequacy decision (ie, Canada) or where the recipient of the Personal Data provides appropriate safeguards through adherence to an approved certification framework, Standard Contractual Clauses, binding corporate rules, or other legal mechanisms are in place to safeguard the Personal Data being transferred;
 - (e) implement and maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of the Personal Data (including as appropriate, pseudonymization, encryption, incident management, restoration and access controls), and regularly monitor compliance with these measures;
 - (f) use only sub-processors who maintain at least the same level of security measures and adequate safeguards as required under this Schedule and who have entered a written agreement (which may be electronic) with the Processor requiring such measures and safeguards. If a sub-processor fails to fulfil its data protection obligations, the Processor will be liable for the performance of such obligations;

- (g) notify the Controller without undue delay after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed by the Processor, and take all steps reasonably within its control to mitigate and remediate the breach;
- (h) meet its obligations under Data Protection Laws to assist the Controller, insofar as this is possible and at the expense of the Controller, to:
 - (i) respond to individuals' requests to exercise their rights with respect to their Personal Data being Processed by the Processor; provided however, that the Processor will not respond directly to any individual; and
 - (ii) meet the Controller's legal obligations with respect to breach notification, data protection impact assessments, or the cooperation or prior consultation with a supervisory authority with respect to Personal Data Processed by the Processor;
- (i) delete or return Personal Data upon the written request of the Controller after completion of the Processing; and
- (j) provide the Controller with all information necessary to demonstrate the Processor's compliance with Data Protection Laws, and contribute to audits or inspections to be conducted by or on behalf of the Controller no more than once in any calendar year, unless an additional audit is required by Data Protection Laws or is reasonably necessary due to genuine concerns regarding the Processor's compliance with this Schedule. The Controller will provide reasonable advance notice of any audit and will abide by the Processor's reasonable security requirements.