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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 94:1-d and RSA 21-I:13, XIII, authorize the Department of Administrative Services (Department) to enter into a **sole source** contract with Korn Ferry (US) of Los Angeles, California (VC#275334) to provide consulting services for the administration and management of the classification and compensation plans for unclassified employees in the amount of \$48,735, with an option to renew for an additional two years, effective for the period of July 1, 2024 through June 30, 2027 upon Governor and Council approval. 100% General Funds.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Years 2026 and 2027, upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget office, if needed and justified.

01-14-14-140510-80070000, Salary Adjustment Fund

	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>
219-502687, Salary Adjustment Fund	\$16,245	\$16,245	\$16,245

EXPLANATION

This contract is **Sole Source**. In the spring of 2000, HayGroup, Inc., the name of the contracting entity prior to its merger with Korn Ferry (US), was retained by a legislative study committee working through this Department to complete a study of the unclassified employees' compensation plan. That study was complete with a recommendation for a revised unclassified salary matrix, and those changes became law July 1, 2001. Subsequent to the implementation of that study, RSA 94:1 was codified to allow agency

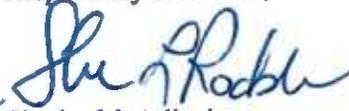
heads to submit his or her recommendation relative to an appropriate letter grade for any new position, vacancy, upgrade, or downgrade occurring in the agency, to the Commissioner of the Department of Administrative Services for consideration. The Commissioner, in turn, sends the unclassified position questionnaires to Korn Ferry (US) for evaluation and categorization and subsequently brings those recommendations to the legislative Joint Committee on Employee Classification, established by RSA 14:14-c. This future work is dependent upon the historical review processes that Korn Ferry (US) has been performing since the establishment of the salary matrix in 2001. It is for this reason that this contract remains sole source as Korn Ferry (US) is the only company familiar with the State of New Hampshire's unclassified employee compensation plan.

In order to continue the review process of these unclassified positions, RSA 21-I:13, XIII authorizes the Department of Administrative Services, Commissioner's Office, to contract with an outside consulting group and pay for these services from the Salary Adjustment Fund.

As earlier noted, HayGroup, Inc. did extensive work in 2000-2001 to revamp the unclassified salary matrix and provide uniformity and clarity for the unclassified employee group. This contract continues the work that Korn Ferry (US) is currently performing, in evaluations for new unclassified positions authorized by legislation and specific requests from Agency Heads for the re-evaluation of current unclassified positions as required.

We respectfully request your approval.

Respectfully submitted,

For 
Charles M. Arlinghaus
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex, Room 100 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Korn Ferry (US)		1.4 Contractor Address 1900 Avenue of the Stars, Suite 1500 Los Angeles, CA 90067	
1.5 Contractor Phone Number 803-979-1271	1.6 Account Unit and Class 80070000-219	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$48,735
1.9 Contracting Officer for State Agency Michelle A. Caraway		1.10 State Agency Telephone Number 603-271-6314	
1.11 Contractor Signature  Date: 6/11/24		1.12 Name and Title of Contractor Signatory William Reigel, Client Partner	
1.13 State Agency Signature  Date: 6/12/24 ^{FUP}		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administrative Services, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: June 13, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. State of New Hampshire, Department of Administrative Services, Commissioner's Office and the Contractor agree that the document entitled the **State of New Hampshire, Form P-37 Standard Contract Agreement**, and its terms and conditions, will be the control document in the event of conflicts in terms between the contract documents.

2. The State of New Hampshire, Department of Administrative Services, Commissioner's Office and the Contractor further agree that the document entitled "**Korn Ferry: Short Form Agreement**" shall be incorporated for reference to this agreement with the exception of Section 14: "Governing Law" as Exhibit D.

3. Korn Ferry (US): Short Form Agreement

The parties agree that Section 6 of said document is not intended and in no way limits the Client's responsibility to maintain and disclose documentation in accordance with NH RSA 91-A.

4. The contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions, and pricing structure and subject to approval of the Governor and Executive Council.

Contractor Initials: WJL
Date: 6/11/24

EXHIBIT B

SCOPE OF WORK

Korn Ferry (US) shall provide to the State at the request of the Department of Administrative Services the consulting services for unclassified employees as listed below on an as needed basis throughout the duration of this agreement.

- Review job documentation as submitted by the Commissioner to determine the proper placement in the Unclassified Pay Plan for the State of New Hampshire of unclassified positions and informing the Commissioner in writing of the "Letter Grade" determination.
- Evaluate jobs using the proprietary Hay method of job evaluation as the final arbiter on job evaluation reviews.
- Provide compensation data as needed as the final arbiter on appeals.
- Provide market analysis of the unclassified pay plan.
- Provide advice to the Commissioner, Department of Administrative Services or designee on salary negotiations and analysis of other Departments or Divisions.
- Provide advice to the Commissioner, Department of Administrative Services or designee on the administration of the management of the classification and compensation plans for the unclassified employees.

The contract will be effective upon approval of Governor and Executive Council for the period of July 1, 2024 through June 30, 2026, with the consent of both parties.

Contractor Initials: UK
Date: 6/11/24

EXHIBIT C

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

1. The Contractor hereby agrees to provide services as specified in Exhibit B for an amount up to and not to exceed \$48,735; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date of July 1, 2024 through the completion date as indicated on Form P-37, Block 1.7.
2. The Contractor agrees to a fixed rate of \$541.50 per job evaluation as described in Exhibit D.
3. Itemized invoices shall be submitted to the Department monthly detailing the questionnaires evaluated by the Contractor.
4. Invoices shall be sent to:
Attn: Michelle Caraway
Department of Administrative Services – Budget Office
State House Annex – Room 118
25 Capitol St.
Concord, NH 03301
5. Payment for services will be made within thirty (30) days following receipt of all required services to the Department of Administrative Services. Said payment shall be made out to the Contractor's accounts receivable address per the financial system for the State of New Hampshire.

Contractor Initials: WK
Date: 6/11/24

EXHIBIT D



SHORT FORM AGREEMENT

This Short Form Agreement (the "Agreement"), effective as of July 1, 2024, is between Korn Ferry (US), on behalf of itself and its affiliates and doing business as Korn Ferry, with an office at 1700 K Street NW, Suite 700, Washington, DC 20006 ("Korn Ferry") and the State of New Hampshire, a state government with an office at 25 Capitol Street, Room 100, Concord, NH 03301 ("Client"). Korn Ferry and Client are referred to individually as a "Party" and collectively as the "Parties." The attached Exhibit 1 General Terms and Conditions and Exhibit 2 Privacy and Data Protection are incorporated into this Agreement by reference.

Our Understanding of Your Needs

Korn Ferry will provide Client with job evaluation services for up to 90 (ninety) selected positions during the term of this agreement.

Our Response to Your Needs

Korn Ferry will utilize its proprietary job evaluation methodology to measure the job content of specific jobs. Client will provide appropriate job documentation for each requested job evaluation. If a phone interview is required prior to, or after, any job evaluation, it will count as the equivalent of another evaluation.

Project Term

The term of this agreement is three (3) years from the date of execution of the agreement.

Deliverables

Korn Ferry will provide Client with specific job evaluations and evaluation rationale documented in a formal letter.

EXCEPT AS EXPLICITLY STATED, THIS AGREEMENT DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO KORN FERRY'S INTELLECTUAL PROPERTY.

Term

Agreement Start Date: July 1, 2024

Agreement End Date: June 30, 2027

Fees and Expenses

- The fees for the Services are \$475.00 ("Fees") per job evaluation. Korn Ferry assesses an administrative charge equal to fourteen percent (14%) of Fees (\$66.50) for a total of \$541.50 per job evaluation. Fees are based on the scope of Services described herein. Any changes to the scope of Services will result in a change in Fees. The Parties will mutually agree in writing to all changes to Services and the corresponding change in Fees.
- All Fees are non-contingent, non-transferable, and non-refundable unless specifically stated otherwise in this Agreement. Fees will be invoiced monthly, as incurred. Invoices are due upon receipt. Unless otherwise required by law, Korn Ferry will assess a service charge of one and a half percent (1.5%) per month for past due amounts. Invoices not objected to in writing within thirty (30) days of receipt will be deemed approved.
- Korn Ferry will invoice direct out-of-pocket expenses, including consultant travel, accommodation and meals, courier, shipping, and reproduction on a monthly basis as incurred.

Invoicing Information

Invoices will be sent to the following address:

Organization:	State of New Hampshire, Department of Administrative Services
Address:	25 Capital St, Room 118
Address:	Concord, NH 03301
Attn (Name, Title):	Michelle A. Caraway, State Budget Officer
Email, Phone:	michelle.a.caraway@das.nh.gov ; 603-271-6314

Accounts Payable Contact (if different than invoicing information in previous table):

Organization:	Same as above
Address:	
Address:	
Attn (Name, Title):	
Email, Phone:	

Purchase Order

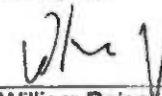
If Client's internal policies require that a Purchase Order number appear on invoices, Client must provide the Purchase Order Number with or immediately after signing the Agreement. Please indicate below if a Purchase Order Number is required on an invoice and if so, insert the Number. If Client has not provided a Purchase Order Number within 10 business days of signature, Client will accelerate payment of any invoices delayed by Client's failure to provide a Purchase Order Number by the same number of days as the delay.

PO # Not applicable

Accepted by:

KORN FERRY (US)

STATE OF NEW HAMPSHIRE

By: 
 Name: William Reigel
 Title: Client Partner
 Date: 6/11/24

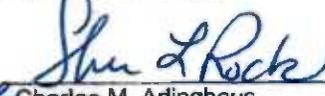
By: 
 Name: for Charles M. Arlinghaus
 Title: Commissioner
 Date: 6/12/24

EXHIBIT D



Exhibit 1 General Terms and Conditions

1. Korn Ferry's Responsibilities. Korn Ferry will perform the Services in a competent and professional manner and in accordance with generally acceptable industry standards. Korn Ferry may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience.

2. Client's Responsibilities. Client will timely provide Korn Ferry with the documentation, information, access to its personnel and the cooperation Korn Ferry reasonably requires to provide the Services. The Services are not intended as a substitute for professional judgment. Client will not use the Services, New Materials, or Korn Ferry Materials as the sole source for any decision relating to any of its employees or candidates, including reprimand, termination, compensation, employment status or work opportunities.

3. Taxes.

a. Client will be responsible for all applicable taxes (excluding taxes imposed on Korn Ferry's net income) imposed by any taxing authority, whether designated as value-added (VAT), goods and services (GST), sales, use, or other similar taxes ("Transaction Taxes"), now in effect or hereafter imposed, resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform Korn Ferry of its exemption and provide to Korn Ferry complete and proper documentation evidencing the exemption.

b. If Client is required by applicable law to deduct or withhold taxes from any payment due to Korn Ferry, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) promptly deliver to Korn Ferry original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse Korn Ferry for the tax withheld from payment to Korn Ferry. Client will comply with all applicable income tax treaties and protocols in determining the amount of tax to withhold.

4. Representations and Warranties.

a. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; and (ii) the person executing this

Agreement on its behalf is duly authorized and empowered to bind the Party to this Agreement.

b. Client further represents and warrants that: (i) where Client provides Personal Data to Korn Ferry, Client has provided the required notices and obtained all necessary rights and consents to provide to Korn Ferry, an individual's Personal Data, for the purposes stated in this Agreement; and (ii) the collection of Personal Data by Korn Ferry at Client's direction through customization of relevant Services does not violate any applicable laws or any third party rights. "Personal Data" means any information that Korn Ferry has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services that identifies an individual or relates to an identifiable individual.

c. EXCEPT AS PROVIDED IN THIS AGREEMENT, KORN FERRY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Intellectual Property.

a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to Korn Ferry by or on behalf of Client ("Client Materials"). Subject to Section 5.b. and upon payment in full of Korn Ferry's fees, Client will also own copies of reports and analyses Korn Ferry delivers to Client under this Agreement ("New Materials"). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

b. The performance of the Services and creation of the New Materials will require the use of Korn Ferry Materials. "Korn Ferry Materials" include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry Materials includes both Korn Ferry's preexisting intellectual property and any modifications, derivatives or improvements it makes thereto, and any intellectual property it creates independently of its performance under this Agreement. Korn Ferry may customize,

modify, translate, or expand Korn Ferry Materials to apply to Client's unique requirements (collectively, a "Customization"). Any Customization will be Korn Ferry Materials exclusive of any Client Materials included therein. Korn Ferry owns Korn Ferry Materials at all times, and Korn Ferry reserves all rights not expressly granted under this Agreement. Except as described in the description of Services, no license to Korn Ferry Materials, including a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials, is granted under this Agreement. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.

c. If a Customization includes Client Materials, Client grants to Korn Ferry a non-exclusive, limited, non-transferable license to use the Client Materials solely to provide the Services in connection with the Customization. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

6. Confidential Information.

a. One Party ("Discloser") may disclose Confidential Information to the other Party ("Recipient") in connection with this Agreement. "Confidential Information" means all oral or written information concerning the Discloser, including the Discloser's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked or identified as "confidential," that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by Recipient prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Discloser Confidential Information for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential

Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section 6. Recipient and Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case, no less than a commercially reasonable degree of care. Any permitted reproduction of Confidential Information will contain all confidential or proprietary legends that appear on the original. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority. If no protective order or other remedy is obtained, or Discloser waives compliance with this Agreement, Recipient will furnish only the legally required portion of Confidential Information and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information to the extent possible.

c. Services may include coaching services ("Coaching Services") for specific individual(s) (each a "Coachee"). Korn Ferry and the Coachee must have open and frank communications for the Coaching Services to be effective. Communications between Korn Ferry and a Coachee will be, so far as is reasonably possible, confidential. Korn Ferry will not be asked or allowed to disclose information provided to Korn Ferry in confidence by a Coachee, except information which Korn Ferry in good faith believes is in one of the following categories: (i) information that the Coachee or some other person is, has, or may become engaged in illegal activity; (ii) information that the Coachee or some other person is, has, or may become a danger or health & safety risk to himself or herself or third persons; (iii) information that the Coachee authorizes Korn Ferry to release; (iv) information that generally informs Client of the scope, nature and timing of any activity, the goals in the development and coaching plan for the Coaching Services, or the progress being made in attaining the established goals or as otherwise required in connection with the engagement; or (v) information that may have a material or adverse effect on Client, the Korn Ferry coach or Korn Ferry. Korn Ferry and the Korn Ferry coach may obtain information from the Coachee's supervisors, co-workers and other persons concerning the Coachee's work performance. This information, including the identity of any person providing the information, is

and will remain so far as is reasonably possible confidential and neither Client nor the Coachee will have access to this information. The Coachee will be advised of these coaching rules prior to participating in the coaching assignment. If any information arising from the Coaching Services is required to be disclosed by any subpoena or other court order, under any applicable law or regulation, Korn Ferry will be entitled to make any required disclosure. Korn Ferry will undertake to notify Client or the Coachee prior to disclosing the Confidential Information, unless prohibited by the terms of the order or legal requirement.

d. Nothing in this Agreement prohibits, or is intended in any manner to prohibit, Recipient from reporting possible violations of law or regulations to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulations. Recipient does not need Discloser's prior authorization to make any protected reports or disclosures; nor is Recipient required to notify Discloser that protected reports or disclosures have been made. Without limiting the foregoing, nothing in this Agreement is intended to interfere with or restrain the immunity provided under applicable whistleblower laws for confidential disclosures of trade secrets to government officials or lawyers, solely to report or investigate a suspected violation of law or included in a sealed filing in court or other proceeding.

e. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of Confidential Information to resolve disputes that have arisen under this Agreement; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information Recipient retains must continue to be handled in accordance with this Section 6.

7. Personal Data.

a. Korn Ferry will not disclose to Client an individual's item level responses to assessments and surveys or composite components and intermediate data points (e.g., intermediate numeric scores, ratings, evaluation guides, integration grids, or interview/simulation notes), including Personal Data, that Korn Ferry collects in providing the Services, and upon which the New Materials will be based (the "Raw Data"). Korn Ferry will use Raw Data to provide the Services as specified in this Agreement or as otherwise instructed and permitted by Client. The Parties agree that the Services include archiving the Raw Data and using de-identified and aggregated Raw Data for research, studies, development, benchmarking, statistics, analytics, and to

develop, improve, and enhance Korn Ferry's products and services. Any published end product will not identify, or include any results attributable to, Client or a specific individual.

b. Where Korn Ferry processes Personal Data as a data processor, or equivalent under applicable data protection law, on Client's behalf in its performance of the Services, the Privacy and Data Protection Exhibit 2 will apply. Where the Parties process Personal Data as independent data controllers, or equivalent under applicable data protection law, the Parties will comply with applicable law and maintain adequate security controls relevant to the Personal Data processed.

8. **Security.** Having regard to the available technology, cost of its implementation, the nature, scope, context and purposes of the Personal Data processing, and taking into account the harm that might result from accidental loss, destruction, disclosure or damage of Personal Data, Korn Ferry will implement appropriate technical and organizational measures designed to prevent any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

9. Reserved.

10. **Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KORN FERRY'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT TO KORN FERRY UNDER THIS AGREEMENT. THIS SECTION 10 APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.**

11. **Relationship of the Parties.** Korn Ferry is at all times an independent contractor. Korn Ferry employees remain in Korn Ferry's employ and will not be deemed Client's agents or employees. Neither Party is authorized to bind or commit the other Party in any respect or to accept legal process on the other Party's behalf. Neither Party will be liable to any agent, subcontractor, supplier, employee, or customer of the other Party for any commission, compensation, remuneration, or similar benefit of any nature whatsoever. This Agreement is not intended to, and does not, create or impose any fiduciary relationship between the Parties. Korn Ferry is not providing legal advice under this Agreement.

12. **Subprocessing.** Client grants Korn Ferry a general authorization to use subprocessors, including Korn Ferry affiliates, in connection with

the provision of the Services. Processing activities may include accessing, storing, handling or otherwise using Personal Data. Korn Ferry remains responsible for the work and activities of its subprocessors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its subprocessors. Korn Ferry has entered into a written agreement with subprocessors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry's current subprocessors is available on its corporate website at <https://cdn.kornferry.com/privacy/subprocessor.pdf>. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. Client will be deemed to have approved changes to subprocessors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within thirty (30) days of written notification. If Client objects (on commercially reasonable grounds) in writing within thirty (30) days of written notification, Korn Ferry may cease to provide or Client may agree not to use, on a temporary or on-going basis, the particular Service that would involve the use of the new subprocessor. Suspension of Services or partial termination by either Party subject to this Section 12 will not be deemed a breach of the Agreement.

13. Assignment, Subcontracting. Neither Party may sell, assign, or transfer this Agreement, without the other Party's written consent, but no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon Korn Ferry, Client and their respective successors and permitted assigns. Korn Ferry will not subcontract Services without Client's prior consent. This provision applies to subcontractors engaged specifically to provide Services for Client.

14. Reserved.

15. Non Waiver. A Party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will not constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. A Party's waiver of any default by either Party will not be deemed a continuing waiver, but will apply solely to the instance to

which that waiver is directed.

16. Severability; Interpretation. Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

17. No Third Party Beneficiary Rights. This Agreement is not intended to be for the benefit of any person other than Client and Korn Ferry. No other person, including any candidates or prospective candidates, will be considered a third party beneficiary of or otherwise entitled to any rights or benefits arising in connection with this Agreement.

18. Force Majeure. Neither Party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that Party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party claiming a force majeure event to excuse its performance.

19. Jury Trial Waiver. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

20. Reserved.

21. Compliance with Legal and Regulatory Requirements.

- a. Each Party represents and warrants that it:
 - i. will comply with all applicable legal and regulatory requirements of any governmental or supranational body with jurisdiction over this Agreement or either Party, which include: (a) information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data including the General Data Protection Regulation (GDPR) and other laws and regulations that mandate the protection of personal data; and (b) anti-bribery, anti-corruption, and anti-money laundering laws or regulations; and (c) international trade laws and regulations (e.g., economic sanctions ("Sanctions") including those of the US, EU, UK and UN;
 - ii. is not a target of Sanctions;
 - iii. is not located or organized in a jurisdiction that is a target of comprehensive Sanctions

(including Cuba, Iran, North Korea, Syria, and the regions of Ukraine occupied by Russia) ("Sanctioned Jurisdiction"); and

iv. is not owned or controlled directly or indirectly by any person or entity that is a target of Sanctions.

b. Client further represents and warrants that it will not transfer, provide access, receive, or use the Services or work product (including tools and intellectual property): to or for the benefit of any person or entity that is a target of, or owned or controlled directly or indirectly by a target of, Sanctions; to, in, or for the benefit of any person or entity in the Russian Federation or any Sanctioned Jurisdiction, unless authorized by Korn Ferry; or to or for the benefit of any other party, if such transfer, access, or use would constitute a violation of Sanctions.

c. If Client, as of the Effective Date, is a target of Sanctions, is located or organized in a Sanctioned Jurisdiction, or owned or controlled directly or indirectly by any person or entity that is a target of Sanctions or located or organized in a Sanctioned Jurisdiction, the Agreement is void at inception if Korn Ferry's performance of the Agreement would violate applicable Sanctions. Any breach of this Section 21, including if Client becomes subject to Sanctions, is a material breach of this Agreement and grounds for immediate termination by the non-breaching Party.

22. Miscellaneous. No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party because that Party has or is deemed to have drafted the provision. All section headings and captions are for the Parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." Client permits Korn Ferry to include Client's company name as a participant in products and services. The Parties may execute this Agreement in any number of counterpart copies, which may be delivered by PDF or other electronic means, each of which will be deemed an original, but which taken together constitute a single instrument. Either Party may terminate this Agreement immediately if: (i) a Party is in breach, the non-breaching Party has provided the breaching Party with a written notice and the breaching Party has failed to cure the breach within thirty (30) days of its receipt of notice; or (ii) the other Party enters into bankruptcy proceedings, becomes insolvent, or there is an appointment of a receiver for the benefit of creditors, or cessation of business. Except as expressly provided in this Agreement, all remedies available to either Party for breach of this Agreement or at law or in equity are

cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.

Exhibit 2 Privacy and Data Protection

This Exhibit 2 (the "Exhibit") is governed by and subject to the Short Form Agreement between the Parties.

1. INTERPRETATION

1.1 Capitalized terms used but not defined in this Exhibit have the meanings given to them in the Agreement unless the context requires otherwise.

1.2 In this Exhibit:

Agreement means the Short Form Agreement to which this Exhibit is attached;

Approved Subprocessors means the subprocessors that have been approved by Client in accordance with Section 12 of the Agreement;

Data Protection Legislation means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing of Personal Data, as applicable to Client, Korn Ferry and/or the Services, including, but not limited to the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"), California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, the "CCPA"), and any corresponding or equivalent national laws or regulations, in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;

Data Subject means any person in respect of whom Personal Data is processed;

Personnel means officers, employees, workers or independent contractors.

Standard Contractual Clauses means the following transfer agreements where relevant Personal Data is transferred between the Client, including any Client affiliates, and Korn Ferry, including Korn Ferry's affiliates, to jurisdictions deemed inadequate by Data Protection Legislation, as applicable:

- a. The relevant European Standard Contractual Clauses adopted per Commission Implementing Decision (EU) 2021/914 of 4 June 2021, pre-signed by Korn Ferry and available on Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. For transfers from the UK, the Parties agree that references in the European Standard Contractual Clauses to the GDPR will mean

the UK General Data Protection Regulation, references to the EU or Member States will mean the UK, and references to a supervisory authority will mean the ICO. For transfers from Switzerland, the Parties agree that references to the GDPR will mean the Swiss Federal Act on Data Protection, references to the EU or Member States will mean Switzerland, and references to a supervisory authority will mean the Federal Data Protection and Information Commissioner (FDPIC);

b. The Argentina Standard Contractual Clauses per Decree 60-E/2016 of the Argentina Data Protection Authority;

c. Abu Dhabi Standard Contractual Clauses pursuant to the Abu Dhabi Global Market Data Protection Regulations 2021;

d. Dubai International Financial Centre (DIFC) Standard Contractual Clauses pursuant to the Data Protection Regulations of the Law No. 5 of 2020; and

e. Any other legally mandatory data transfer agreements required by Data Protection Legislation as notified by Korn Ferry in writing, effective thirty (30) days after written notice.

The Parties agree that the processing or security details included in the Korn Ferry pre-signed European Standard Contractual Clauses are incorporated into any other Standard Contractual Clauses where relevant.

1.3 The Parties acknowledge and agree that this Exhibit forms an integral part of the Agreement. If there is any conflict or inconsistency between any:

1.3.1 term in the Standard Contractual Clauses;

1.3.2 term in the main part of this Exhibit; and

1.3.3 term in the Agreement and its schedules and annexes;

the term falling into the category first appearing in the list above take precedence. The Parties intend that this Exhibit clarifies, but does not modify or contradict, the rights and obligations of the Standard Contractual Clauses.

2. SCOPE AND PURPOSE

2.1 Where Korn Ferry processes Personal Data on Client's behalf as a data processor or equivalent under Data Protection Legislation, Korn Ferry will process Personal Data: (i) in the manner and for the purposes set out in this Exhibit and as documented in the Agreement; (ii) upon other specific reasonable documented instruction of Client; or (iii) as needed to comply with Data Protection Legislation. Korn Ferry will comply with



Data Protection Legislation applicable to Korn Ferry and provide the same level of privacy protection, including of individual rights, as is required by Data Protection Legislation. Korn Ferry certifies its understanding that it is restricted from: (i) selling, sharing (for cross-context behavioral advertising purposes, as defined under the CCPA), or disclosing in exchange for consideration, Personal Data to a third party; (ii) retaining, using, or disclosing the Personal Data outside the direct business relationship of the Parties for any purpose, including commercial purposes, other than for purposes specified in the Agreement or Data Protection Legislation; and (iii) combining Personal Data Korn Ferry receives pursuant to the Agreement with personal data that it receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject, provided that Korn Ferry may combine Personal Data as permitted under Data Protection Legislation. This Exhibit does not apply where the Parties process Personal Data as independent data controllers, or equivalent, under Data Protection Legislation.

2.2 The types of Personal Data that may be processed by Korn Ferry are those provided by Client through its use of the Services, including Personal Data comprising business contact information of Client employees and contact information, survey responses and assessment evaluation data of Client-nominated assessment participants, including information on race, ethnic origin, sexual orientation, disability and veteran status, if requested by Client. Personal Data will be processed for the purposes of communication, assessment, analysis and generating reports in the course of providing the Services. The duration of the processing will be until the deletion of the Personal Data in accordance with Section 9 of this Exhibit.

2.3 Client hereby:

2.3.1 instructs Korn Ferry to take such steps in the processing of Personal Data on behalf of Client as are reasonably necessary for the provision of the Services;

2.3.2 ensures that all fair processing notices have been given (and/or, where necessary, valid consents have been obtained and not withdrawn) and are sufficient in scope and kept up-to-date in order to enable Korn Ferry to process the Personal Data in accordance with the Data Protection Legislation; and

2.3.3 authorises Korn Ferry to provide to the Approved Subprocessors and on behalf of Client instructions that are equivalent to the instructions set out in Section 2.3.1.

2.4 In the event Korn Ferry provides Client with data in de-identified form, Client will ensure that

any such information qualifies and remains qualified as de-identified data as defined under applicable Data Protection Legislation. Client will make no attempt to re-identify any Data Subject to whom such data relates, will publicly commit to maintaining and using such data without attempting to re-identify it, will take reasonable measures to prevent such re-identification, and will indemnify Korn Ferry for direct damages incurred by third parties as a result of Client's non-compliance with this section.

2.5 Where either Party is responsible for collecting and transferring Personal Data for the provision of the Services, it will use its reasonable endeavours to ensure that it is not subject to any prohibition or restriction which would prevent the other Party from processing that Personal Data in the manner reasonably necessary for Korn Ferry to perform, or Client to benefit from, the Services.

2.6 Korn Ferry will inform Client if it believes that any Client instructions regarding Personal Data processing would violate the GDPR. Korn Ferry will notify Client if Korn Ferry makes a determination that Korn Ferry can no longer meet its obligations under CCPA and is unable to cure within a reasonable period of time ("Self Reporting"). Client may, upon notice to Korn Ferry, including in the case of Self Reporting, take reasonable and appropriate steps, which may include seeking an injunction or cease-and-desist letter, to stop and remediate unauthorized use of Personal Data.

3. CONFIDENTIALITY AND SECURITY

3.1 Korn Ferry undertakes to treat all Personal Data as confidential. Korn Ferry will ensure that persons authorised to process Personal Data are bound by obligations of confidentiality consistent with those imposed upon Korn Ferry under this Exhibit and under the Agreement.

3.2 Where legally allowed, Korn Ferry will promptly notify Client of any legally binding request from a law enforcement authority or others for disclosure of Personal Data before making any disclosure and will reject any non-legally binding requests.

3.3 Refer to Sections 7 and 8 of the Agreement for further security requirements.

4. SECURITY BREACH

Korn Ferry will provide Client with written notice as soon as reasonably possible upon becoming aware of any actual breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data processed by Korn Ferry (a Security Breach). Korn Ferry shall assist or support Client at Client's request in complying with Client's notification obligations regarding a Security Breach.

5. SUBPROCESSING. Refer to Section 12 of the Agreement.

6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

Korn Ferry may transfer Personal Data to various locations, which may include locations both inside and outside of the European Economic Area. Korn Ferry will ensure that any cross-border transfers of Personal Data comply with applicable Data Protection Legislation. At Client's request, Korn Ferry and any relevant Korn Ferry affiliate will enter into an appropriate data processing agreement or the standard contractual clauses with the Client to allow Client to transfer Personal Data to Korn Ferry and any Korn Ferry affiliate. The Standard Contractual Clauses are incorporated by reference and the Parties' execution of the Agreement also constitutes the execution of the Standard Contractual Clauses. Notwithstanding terms to the contrary in the Agreement, Korn Ferry may amend the Standard Contractual Clauses from time-to-time, only as required by Data Protection Legislation, by sending Client written notice and such amendment will be deemed accepted by Client and become effective thirty (30) days after such notice.

7. AUDIT

7.1 Security and Compliance Audit. Client may conduct one security and compliance audit in any rolling 12-month period. The audit may include an inspection, examination, or review of relevant security controls and processing activity in Korn Ferry's physical and technical environment solely as applicable to Client's Personal Data processed by Korn Ferry pursuant to this Agreement and as is reasonably necessary to demonstrate Korn Ferry's compliance with the Agreement. As part of such security and compliance audit and upon Client's reasonable request, Korn Ferry will make available to Client all information in its possession necessary to demonstrate compliance with its obligations under Data Protection Legislation applicable to Korn Ferry. Requests to conduct security and compliance audits must be made in writing to Security@kornferry.com. Korn Ferry will provide access, at Korn Ferry's discretion, to relevant documentation, knowledgeable personnel, physical premises, summary audit reports, ISO 27001 and 27018 annual certifications, and infrastructure and application software that actually process Client's Personal Data. Client may not perform or disclose any of the following security testing of the system environment or associated infrastructure without first signing Korn Ferry's Audit Compliance Agreement: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, service denial attack or other testing which

by its application may cause impact to Korn Ferry's data, its customers' data, its operations or security. If security testing is permitted, Client assumes sole and total responsibility and risk for any damages or liabilities arising directly or indirectly as a result of the testing. Permitted audits will be completed in a professional and ethical manner which does not, in Korn Ferry's reasonable judgment, compromise the integrity of Korn Ferry's (or its other customers') data, system security, or operational performance. Client will notify Korn Ferry in writing at least twenty (20) business days prior to any audit taking place. Audits will be conducted during Korn Ferry's normal business hours. Client will bear all costs and expenses relating to each audit. Client and its agents must, keep confidential all information learned during any audit. Korn Ferry may require outside auditors to sign an appropriate confidentiality agreement. Korn Ferry will not provide Client or its agents with access to proprietary or confidential information concerning its other customers. All information learned or acquired by Client during any audit is Korn Ferry Confidential Information.

7.2 Security Questionnaire. Upon Client's written request but no more than once in any rolling 12-month period, Korn Ferry will complete Client's written information security questionnaire regarding Korn Ferry's processing of Client's Personal Data.

8. KORN FERRY ASSISTANCE

Taking into account the nature of the Personal Data processing and the information available to Korn Ferry, Korn Ferry will assist Client with Client's obligation to respond to Data Subjects' requests to exercise their rights under the Data Protection Legislation; and, at Client's request, using appropriate technical and organization measures, assist Client in meeting its compliance obligations regarding carrying out privacy and data protection impact assessments and related consultations of data protection authorities. Korn Ferry may charge a reasonable fee to Client for such requested assistance, to the extent permitted by Data Protection Legislation and as agreed to by the Parties.

9. DESTRUCTION OF PERSONAL DATA

Upon Client's written request, Korn Ferry will destroy all Personal Data processed by Korn Ferry on Client's behalf that is in the possession or under Korn Ferry's control. Korn Ferry is entitled to retain back-ups of Personal Data, and Korn Ferry will delete Personal Data according to its reasonable retention schedule. Korn Ferry will provide certification of deletion of Personal Data to Client upon Client's written request.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KORN FERRY (US) is a Delaware Profit Corporation registered to do business in New Hampshire as KORN FERRY (US) INC on October 17, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 603815

Certificate Number: 0006682302



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATION OF AUTHORITY

I, Karen Opp, do hereby certify that I am the duly appointed Vice President and Deputy General Counsel of Korn Ferry, a Delaware Corporation, and its affiliates including Korn Ferry (US) (formerly Korn Ferry Hay Group, Inc.).

I further certify that William Reigel is an Associate Client Partner for Korn Ferry (US), and in his capacity as Senior Client Partner, Mr. Reigel is authorized to execute and sign the contract with the State of New Hampshire and continues to have authority to bind Korn Ferry (US) as long as he holds the position of Associate Client Partner. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupies the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11 June 2024

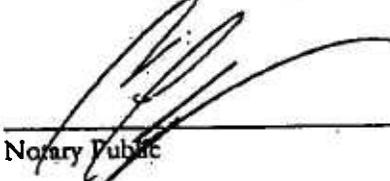


Karen L. Opp
Vice President and Deputy General Counsel

NOTARY PUBLIC

On the 11th day of June 2024, there appeared before me, in Hennepin County, Minnesota, the foresaid individual who satisfactorily identified herself as Karen L. Opp, and acknowledged that she executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.com / F:212-948-0535 CN103004981-STND-GAUW-24-25	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : All Insurance Co</td> <td>19399</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER C : All Insurance Co	19399	INSURER D :		INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** LOS-002745967-03 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		35894292	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Combined Total Agg \$ 10,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$					\$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC025893702 (AOS) WC025893703 (CA)	03/01/2024 03/01/2024	03/01/2025 03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire 25 Capitol Street, State House Annex Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh Risk & Insurance Services</i>
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