

KORN FERRY ORDER FORM TERMS AND CONDITIONS 光辉国际集团订购单条款和条件

The following terms and conditions apply to orders completed on a Client Order Form or Letter of Engagement or other agreement referencing these terms (“COF”) on or after October 6, 2023.

以下的条款和条件适用于 2023 年 10 月 6 日或之后在客户订购单或委托书或或其他引用这些条款的协议 (“COF”) 上填写的订单。

For Product/Service Specific Terms and Conditions [click here](#).

欲了解有关光辉国际集团产品/服务具体条款和条件，请[点击此处](#)。

For Software as a Service Terms and Conditions (“SaaS Terms”) [click here](#).

欲了解有关光辉国际集团软件即服务条款和条件，请[点击此处](#)。

General Terms and Conditions

通用条款和条件

1. Client Order Form. These General Terms and Conditions apply to any order placed via a Client Order Form (“COF”) executed by both Parties identified on the COF. The COF, these General Terms and Conditions, and Product/Service Specific Terms and Conditions applicable to products and services ordered under a COF (the “Services”) collectively constitute the “Agreement”. Any changes to the Services must be agreed to in writing by both Parties as documented in a change order (“Change Orders”).

1. 客户订购单。 本通用条款和条件适用于通过客户订购单（“COF”）上确定的双方签署的 COF 下的任何订单。COF，本通用条款和条件，及适用于根据 COF 订购的产品和服务（“服务”）的光辉国际集团产品/服务具体条款和条件共同构成“协议”。任何服务的任何变更必须经双方书面同意，并记录在变更单（“变更单”）中。

a. Placing of Additional Orders. The COF details the Services being purchased at the time the Parties execute the COF. Unless otherwise stated on the COF, Client may place written orders for additional quantities of the Services during the Term (as defined below). The Parties must sign a separate COF or other agreement for any service outside the scope of the COF.

a. 下达额外订单。 COF 详述了双方在签署 COF 时购买的服务。除非 COF 中另有说明，客户可以在期限（如下文所定义）内书面订购额外数量的服务。双方必须就 COF 范围之外的任何服务签署单独的 COF 或其他协议。

b. Nothing in the Agreement obligates Client to place, or Korn Ferry to accept, any additional orders. Upon Korn Ferry's written confirmation of its receipt and acceptance of the order, the order will be binding and

non-cancellable and non-refundable, and Korn Ferry will invoice Client for such Services. Any orders will be governed by the Agreement.

b. 协议中没有规定客户有义务下任何额外的订单，或者 Korn Ferry 有义务接受任何额外的订单。一旦光辉国际集团书面确认收到并接受该订单，该订单将具有约束力且不可取消、不可退款，光辉国际集团将就此类服务向客户开具发票。所有订单都将受本协议约束。

2. Professional Fees and Expenses.

2. 专业费用和开支

a. Korn Ferry will invoice Client for, and Client will pay, the fees in the applicable COF (“Fees”). Client will reimburse Korn Ferry for all engagement-related direct out-of-pocket expenses, including candidate and consultant travel, accommodation and meals, courier, shipping and reproduction (collectively “Expenses”) incurred in delivering the Services. Unless otherwise set forth in the COF, Fees will be invoiced upon execution of the COF and Expenses will be invoiced as incurred. All Fees are non-contingent, non-transferable, and non-refundable unless specifically stated otherwise in the COF. Invoices are due upon Client’s receipt of the invoice. 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 Client’s receipt will be deemed approved.

a. 光辉国际集团将就适用 COF 中的费用（“费用”）为客户开具发票，客户将支付这些费用。客户将向光辉国际集团报销所有与业务相关的直接垫付费用，包括候选人和顾问的差旅、住宿和餐饮、快递、运输和复印费用（统称“开支”）。除非 COF 中另有规定，否则光辉国际集团将在签署 COF 时开具费用发票，开支将在发生时开具发票。除非 COF 中另有明确规定，否则所有费用均为无条件的、不可转让的、不可退还的。在客户收到发票时即应支付发票上的款项。除非法律另有规定，否则光辉国际集团将对逾期付款每月收取百分之一点五（1.5%）的服务费。客户收到发票后三十（30）天内未提出书面异议的，发票将被视为已获批准。

b. Client will pay all reasonable attorneys’ service fees and court costs Korn Ferry incurs in collecting undisputed Fees and Expenses.

b. 客户将支付光辉国际因收取无争议费用和开支而产生的所有合理的律师服务费和诉讼费。

c. All Fees and Expenses will be invoiced and paid in the local currency of Korn Ferry or Korn Ferry’s Affiliate providing Services, or other mutually agreed upon currency, as identified on the COF.

c. 所有费用和开支的发票和支付都将采用光辉国际集团或提供服务的光辉国际集团关联公司的当地货币，或经双方商定在 COF 中确定的其他货币。

d. 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 COF. If a Purchase Order Number is required on an invoice, the requirement and number must be indicated on the COF. 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.

d. 如果客户的内部政策要求发票上显示采购订单编号，则客户必须在签署 COF 时或在签署 COF 后立即提供采购订单编号。如果发票上需要采购订单编号，则 COF 上必须注明这要求和编号。如

果客户没有在签署本协议后的 10 个营业日内提供采购订单编号，客户将按延迟的相同天数加快因客户未能提供采购订单编号而延迟的任何发票的支付。

e. If Client does not consume all of the products or Services listed in the COF prior to termination or expiration of the Agreement, then Korn Ferry will issue an invoice for the unused items following the effective date of termination or expiration of the Agreement.

e. 如果客户在协议终止或到期之前没有消费 COF 中列出的所有产品或服务，那么光辉国际集团将在协议终止或到期的有效日期之后为未使用的项目开具发票。

3. Taxes.

3. 税费。

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. 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.

a. 客户将负责缴纳任何税务机关征收的所有适用税款（不包括对光辉国际集团净收入征收的税款），包括现在生效或以后征收的由上述费用产生的增值税、商品及服务税、销售税、使用税或其他类似税款（“**交易税**”）。如果客户免于缴纳交易税，必须通知光辉国际集团，并向光辉国际集团提供完整恰当的豁免证明文件。

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.

b. 如果适用法律要求客户从应付给光辉国际集团的任何款项中扣除或预扣税款，客户将：(i)从付款中预扣法律规定的金额；(ii)将预扣税款汇至有关税务机关；(iii)及时向光辉国际集团提供证明预扣税款已汇出的原始文件或经核证的副本。如果客户未提供支付预扣税款的证据，客户要向光辉国际集团付还从支付给光辉国际集团的款项中预扣的税款。客户在确定预扣税额时将遵守所有适用的所得税条约和协议。

4. Term and Termination.

4. 期限与终止。

a. The Agreement begins on the Start Date and ends on the COF End Date unless otherwise terminated under this Section 4 ("**Term**"). Client is obligated to pay for Services rendered and any other Fees and Expenses that accrue up to and including the date of termination, including any Fees that are non-contingent, non-cancellable or non-refundable. Either Party may terminate the Agreement immediately if: (a) 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 (b) 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. To the extent a COF does not have an End Date, the Services set forth in the COF will be subject to price renegotiation after one year.

a. 除非根据第 4 条另行终止，协议期限从起始日期起开始至 COF 结束日期结束（“期限”）。客户有义务支付截至协议终止日期（含终止日期）所提供服务的费用以及累计的任何其他费用和开支，包括任何无条件、不可取消或不可退还的费用。任何一方均可在下列情况下立即终止协议：(a) 一方违约，守约方已向违约方发出书面通知，且违约方未能在收到通知后三十（30）天内纠正其违约行为；或(b) 另一方进入破产程序，丧失偿债能力，或为债权人的利益任命了接管人，或终止经营。如果 COF 没有结束日期，则在 COF 中规定的服务将在一年后重新协商价格。

b. Upon termination for any reason or expiration of this Agreement all licenses provided hereunder automatically terminate. Client must promptly cease use, and destroy all existing copies, of the Korn Ferry Material and the Derivatives (if applicable). Client may retain one copy of the Derivatives (if applicable) for archival purposes only. Client may also retain those Derivatives that are a part of Client's personnel files to maintain employee history. No other use of the Korn Ferry Material or Derivatives after termination of this Agreement is permitted.

b. 本协议因任何原因终止或到期后（如适用），所有本协议提供的许可将自动终止。客户必须立即停止使用并销毁光辉国际集团材料和演绎作品（如适用）的所有现有复制件。客户可保留一份演绎作品（如适用），仅供存档之用。客户还可保留已成为客户人事档案一部分的演绎作品，以便对员工历史记录进行维护。在本协议终止后，客户不得将光辉国际集团的材料或演绎作品用于其他用途。

c. Notwithstanding anything to the contrary in the Agreement, if during a renewal term Korn Ferry is no longer making the applicable Service(s) commercially available, Korn Ferry may provide 120-days' notice of its intent to discontinue such Service(s). In the event such notice is given, Korn Ferry will refund or issue a credit to Client a pro-rated portion of any prepaid unused fees for the discontinued Service(s). Any such Credits may be applied towards any Korn Ferry Product or Service(s) and must be used during the Term. The Parties must sign a Change Order or new COF for any Products or Service(s) outside the scope of the COF.

c. 即使本协议中有任何相反规定，如果在续期期限内，光辉国际集团不再提供适用的服务用于商业用途，光辉国际集团可以提前 120 天通知其终止此类服务的意图。在发出此类通知的情况下，光辉国际集团将被终止服务的任何预付未使用费用按比例向客户退款或提供抵免额。任何此类抵免可用于任何光辉国际集团产品或服务，且必须在期限内使用。双方必须就 COF 范围以外的任何产品或服务签订一份变更单或新的 COF。

5. Method of Performing Services; Responsibilities.

5. 履行服务的方法；职责。

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 Korn Ferry Employee performing the Services; any Korn Ferry Employee removed will be replaced by a Korn Ferry Employee of comparable training and experience. Client will notify Korn Ferry in writing if Client determines, in compliance with all applicable laws, that a Korn Ferry Employee is not appropriate for the Services based on the Korn Ferry Employee's skills, experience, or performance. Korn Ferry will make a good faith determination whether replacement of the Korn Ferry Employee is reasonably required and commercially feasible. Korn Ferry's good faith determination will be final and binding on Client. “Korn Ferry Employee” means a Korn Ferry employee, agent or independent contractor who is providing the Services. Client will

timely provide Korn Ferry with the documentation, information, access to its personnel and 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.

光辉国际集团将按照普遍认可的行业标准，以合格、专业的方式履行服务。光辉国际集团可以撤换任何履行服务的光辉国际集团员工；被撤除的光辉国际集团员工将由接受过同等培训、具有同等经验的光辉国际集团员工接替。如果客户基于光辉国际集团员工的技能、经验或表现，根据所有适用法律确定该员工不适合履行该服务，客户将书面通知光辉国际集团。光辉国际集团将以真诚的态度，决定该光辉国际集团员工的更换是否合理必要，以及商业上是否可行。光辉国际集团做出的诚信决定是最终决定，对客户具有约束力。“**光辉国际集团员工**”指履行服务的光辉国际集团员工、代理人或独立承包商。客户将及时向光辉国际集团提供光辉国际集团为履行服务而合理要求的文件、信息以及与客户人员接触和开展合作的途径。服务无意取代专业判断。客户不会将服务、新材料或光辉国际集团材料作为与其任何被雇佣方或候选人有关的任何决定的唯一来源，包括谴责、解雇、补偿、就业状况或工作机会。

6. Representations and Warranties.

6. 陈述与保证。

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 the Agreement; and (ii) the person executing the Agreement on its behalf is duly authorized and empowered to bind the Party to the Agreement.

a.各方陈述并保证：(i)其是根据其公司或组织所在司法管辖区的法律正式组建,有效存续并具有良好声誉，并拥有履行协议项下所有义务的全部权力和权限；(ii)代表各方签订本协议的人员已得到正式授权，且有权约束该方遵守本协议。

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 the 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.

b.客户进一步陈述并保证：(i) 在客户向光辉国际集团提供个人数据的情况下，客户已提供必要的通知，并获得所有必要的权利和同意，为本协议规定的目的向光辉国际集团提供个人的个人数据；(ii)光辉国际在客户的指示下通过定制相关服务收集个人数据不违反任何适用法律或任何第三方权利。“**个人数据**”是指光辉国际集团有权访问、获取、使用、维护或以其他方式处理的与履行服务相关的任何信息，这些信息可识别个人身份或与可识别身份的个人有关。

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

c.除协议规定外，光辉国际集团否认所有其他明示或暗示的陈述与保证，包括对适销性担保或特

定目担保。

7. Intellectual Property.

7. 知识产权。

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 7.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 the 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.

a. 客户保留由客户或代表客户向光辉国际集团提供的全部材料的所有权以及这些材料的知识产权（“**客户材料**”）。根据第7.b.条的规定并在全额支付光辉国际集团费用后，客户还将拥有光辉国际集团根据协议交付给客户的报告和分析的副本（“**新材料**”）。客户仅可以规定的形式将新材料用于其内部用途；客户不得将新材料用于任何其他目的，也不得允许任何其他个人、公司或实体使用新材料。

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 include 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 reserves all rights not expressly granted under the Agreement. Except as set forth in applicable Product/Service Specific Terms, the Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials. 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.

b. 履行服务和制作新材料需要使用光辉国际集团材料。“**光辉国际集团材料**”包括方法、现有程序、仪器、模型、专有信息、专利、注册和未注册商标、商号、商业秘密、版权、原型、发明、算法、设计、汇编、计算机软件程序、工具、数据库、评估指南、报告表格、评分指南、评分算法、评分说明、评分软件和规范。光辉国际集团材料包括光辉国际集团原有的知识产权及其任何修改、衍生产品或改进，以及光辉国际集团在履行本协议的过程中独立创造的任何知识产权。光辉国际集团始终拥有光辉国际集团材料，并保留协议未明确授予的所有权利。除非适用的产品/服务具体条款中另有规定，协议不会被解释对复制、修改、出版、披露或以其他方式使用光辉国际材料以及创作其演绎作品的许可。客户不会下载、复制、发表、披露、反汇编、反编译光辉国际集团材料、创作其演绎作品或以其他方式试图对其进行逆向工程，客户也不会允许任何其他个人这样做。客户将对其被雇佣方、分包商或代理人违反这些限制的行为负责。

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.

c. 如果定制材料中包含客户材料，则客户授予光辉国际集团非专有、受限制、不可转让的许可，许可其仅在提供与定制材料相关的服务时使用客户材料。客户陈述并保证其拥有将客户材料纳入定制材料中的所有必要权利。

8. Confidential Information.

8. 保密信息。

a. One Party (“**Discloser**”) may disclose Confidential Information to the other Party (“**Recipient**”) in connection with the 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 the 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.

a. 一方（“**披露方**”）可向另一方（“**接收方**”）披露与协议有关的保密信息。“**保密信息**”是指有关披露方的所有口头或书面信息，包括根据协议可从任何来源获得的、无论是否标记或标识为“保密”的披露方（过去、现在和将来）的业务和业务活动、财务信息、技术信息、客户信息、知识产权、方法、战略、计划、文件、图纸、设计、工具、模型、发明和专利披露。保密信息不包括以下信息、技术数据或专有技术：(i) 非因接收方的过错而是或成为公众所知的事项；(ii) 接收方从披露方接收信息之前已合法拥有或知晓；(iii) 由另一人在不受限制的情况下合法披露给接收方；(iv) 接收方在未使用披露方保密信息的情况下独立开发；或 (v) 披露方以书面形式批准发布。

b. Recipient will not use any Discloser Confidential Information for any purpose other than to perform its obligations under the 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 the Agreement and who are bound by confidentiality terms substantially similar to those in this Section 8. Recipient and Discloser will each be responsible for any breach of the 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.**

b. 接收方不会将披露方保密信息用于除履行协议规定的其义务之外的任何目的。接收方不会向第

三方或其员工披露任何披露方保密信息，但为履行协议规定的义务而需要保密信息的被雇佣方或第三方除外，这些被雇佣方或第三方受与本第8条中保密条款基本类似的保密条款约束。接收方和披露方将各自对其代表违反协议的任何行为负责。接收方将以保护其自身保密信息的同等谨慎程度保护披露方的保密信息不被披露给他人，但在任何情况下，其谨慎程度不得低于商业上合理的谨慎程度。任何获准复制的保密信息都将包含原件上的所有保密或专有图例。如果法律、法规或法院命令要求接收方披露披露方的任何保密信息，则在法律允许的情况下，接收方将在进行任何披露之前立即以书面形式通知披露方。披露方可自费向有关当局寻求保护令或其他适当的救济。如果未获得保护令或其他救济，或披露方放弃遵守本协议，接收方将仅提供法律要求的那部分保密信息，并将尽一切合理的努力获得可靠保证，即尽可能对保密信息进行保密处理。

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 and 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.

c. 服务可能包括针对特定个人（“被辅导人”）的辅导服务（“辅导服务”）。光辉国际集团和被辅导人必须进行公开、坦诚的交流，以使辅导服务有效。光辉国际集团与被辅导人之间的交流将在合理可能的范围内保密。光辉国际集团不会被要求或允许披露被辅导人以保密方式向光辉国际集团提供的信息，但光辉国际集团真诚地认为属于以下类别之一的信息除外：**(i)**被辅导人或其他人员正在、已经或可能从事非法活动的信息；**(ii)**被辅导人或其他人员正在、已经或可能对其本人或第三人构成危险或健康和安全风险的信息；**(iii)**被辅导人授权光辉国际集团发布的信息；**(iv)**通常告知客户任何活动的范围、性质和时间安排、辅导服务的开发计划和辅导计划中的目标或达成既定目标所取得进展的信息，或与业务相关的其他方面要求的信息；或**(v)**可能对客户、光辉国际集团辅导人员或光辉国际集团产生重大或不利影响的信息。光辉国际集团和光辉国际集团辅导人员可以从被辅导人的主管、同事和其他人员处获取关于被辅导人工作表现的信息。这些信息，包括提供信息的任何人的身份，在合理可能的范围内是保密的并将持续保密，客户和被辅导人均无权访问该等信息。被辅导人在参加辅导任务之前，将被告知这些辅导规则。根据任何适用的法律法规，如果有任何传票或其他法庭命令要求披露辅导服务的任何信息，光辉国际集团有权进行任何必要的披露。光辉国际集团承诺在披露保密信息之前通知客户或被辅导人，除非命令条款或法律要求禁止披露。

d. Nothing in the 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 the 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.

d. 协议中的任何内容均不禁止或旨在以任何方式禁止接收方向任何政府机构或主管部门报告可能违反法律法规的行为，或进行受适用法律法规的举报人条款保护的其他披露。接收方在进行任何受保护的报告或披露时不需要披露方的事先授权；接收方也无需通知披露方已经进行了受保护的报告或披露。在不限制前述规定的情况下，协议中的任何内容均无意干扰或限制适用的举报人法律对以下行为所规定的豁免权：向政府官员或律师披露商业秘密，仅为举报或调查涉嫌违法行为，或纳入法庭或其他程序的密封文件中。

e. Upon Discloser's written 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 8.

e. 应披露方的书面要求，接收方将销毁其所拥有的披露方的保密信息，但接收方可以：(i)保留法律或法规要求其保留的保密信息的副本；(ii)保留保密信息的副本，以解决本协议项下产生的争议；和(iii)存储作为其信息技术系统常规备份的一部分而制作的副本，但接收方保留的保密信息必须继续按照本第8条规定进行处理。

9. Personal Data.

9. 个人数据。

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 and/or Services will be based (the "**Raw Data**"). Korn Ferry will use Raw Data to provide the Services as specified in the 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.

a. 光辉国际集团不会向客户披露个人对评估和调查或复合组件和中间数据点（例如，中间数字分数、评级、评估指南、集成表格或面试/模拟笔记）的项目级别回应，包括光辉国际集团在提供服务时收集的以及新材料和/或服务依据的个人数据（“**原始数据**”）。光辉国际集团将使用原始数据，按协议规定或经客户另行指示和允许后提供服务。双方同意，服务包括将原始数据存档，以及使用去识别和汇总的原始数据进行调查、研究、开发、基准测试、统计、分析，并以此开发、改进和增强光辉国际集团的产品和服务。任何已发布的最终产品都不会标识或包含可归因于客户或特定个人的任何结果。

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 Terms Exhibit A 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.

b. 如果光辉国际集团在履行服务时代表客户，作为数据处理方，或在适用的数据保护法下以同等身份处理个人数据，“隐私和数据保护条款”附件A将适用。如果双方作为独立数据控制者或在适用的数据保护法下以同等身份处理个人数据，则双方将遵守适用的法律，并对处理的个人数据保持充分的安全控制。

10. 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.

10. 安全。考虑到可用的技术及其实施成本、处理个人数据的性质、范围、背景和目的，以及意外遗失、销毁、披露或损坏个人数据可能造成的危害，光辉国际集团将采取适当的技术与组织措施，防止任何意外或非法销毁、丢失、更改、未经授权披露或访问个人数据。

11. Indemnification.

11. 赔偿。

a. By Client. Client will indemnify and defend Korn Ferry, its parent, Affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by Korn Ferry; (ii) Korn Ferry's use of Client Materials in accordance with the Agreement; or (iii) Client's breach of its representations and warranties.

a. 由客户赔偿。客户将对光辉国际集团、其母公司、关联公司及其各自的董事、高级职员、合伙人、被雇佣方、股东和代理人及其各自的继承人和许可受让人进行赔偿并帮助其抗辩，使其免受由以下原因或被指控由以下原因引起的所有第三方诉讼、索赔和其他诉讼程序，以及所有相关责任、损失、判决、损害、成本和费用（包括利息、处罚、罚款、法律费用和其他诉讼费用）：**(i)** 因客户的决定而雇佣由光辉国际集团进行识别、评价、评估或辅导的任何个人采取任何雇用行动；**(ii)** 光辉国际集团按照本协议使用客户资料；或**(iii)** 客户违反其陈述和保证。

b. By Korn Ferry. Korn Ferry will indemnify and defend Client, its parent, Affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Korn Ferry's gross negligence, willful misconduct, or fraud; (ii) Korn Ferry's breach of its representations and warranties; or (iii) intellectual property infringement. Korn Ferry has no obligation regarding any infringement claim based upon services or materials which are modified, combined, operated, or used with any product, data, apparatus, software, or program not provided by Korn Ferry or authorized by Korn Ferry in writing, or which are a result of Client's

design specifications. If an infringement claim is made relating to the New Materials, Korn Ferry Materials, or Services (the “**Infringing Content**”), in addition to its indemnification obligations under this Section 11.b., and at no additional cost to Client, Korn Ferry will: (w) procure for Client the right to continue to use the Infringing Content; (x) replace the Infringing Content with non-infringing materials; (y) modify the Infringing Content to make it non-infringing; or (z) terminate the Agreement and refund all pre-paid amounts paid by Client for which Client has not received Services.

b. 由光辉国际集团赔偿。 光辉国际集团将对客户、其母公司、关联公司及其各自的董事、高级职员、合伙人、被雇佣方、股东和代理人及其各自的继承人和许可受让人进行赔偿并帮助其抗辩，使其免受由以下原因或被指控由以下原因引起的所有第三方诉讼、索赔和其他诉讼程序，以及所有相关责任、损失、判决、损害、成本和费用（包括利息、处罚、罚款、法律费用和其他诉讼费用）：**(i)** 光辉国际集团存在重大过失、渎职或欺诈行为；**(ii)** 光辉国际集团违反其陈述和保证；或**(iii)** 知识产权侵权行为。对使用非由光辉国际集团提供或未经光辉国际集团书面授权的任何产品、数据、设备、软件或程序进行修改、组合、操作或使用的基于客户设计规范的服务或材料提出的任何侵权索赔，光辉国际集团不承担任何义务。如果就新材料、光辉国际集团材料或服务（“**侵权内容**”）提出侵权索赔，除本第 11.b. 条规定的赔偿义务外，光辉国际集团还将在不增加客户费用的情况下：**(w)** 为客户争取继续使用侵权内容的权利；**(x)** 将侵权内容替换为非侵权材料；**(y)** 修改侵权内容，使其不再侵权；或**(z)** 终止本协议，并退还客户尚未收到服务但已支付的所有预付款。

c. Indemnification Process. The Party seeking indemnification will provide detailed written notice to the indemnifying Party promptly after learning of the third party claim; the indemnified Party's failure to do so promptly will not relieve the indemnifying Party of its indemnification obligations except to the extent the indemnifying Party is materially prejudiced by any delay in this notice. The indemnifying Party may assume control of the defense and settlement of the claim, and the indemnified Party will provide reasonable assistance at the indemnifying Party's reasonable expense, but the indemnifying Party may not agree to any settlement or consent to any final judgment without the prior written consent of the indemnified Party if (a) the indemnified Party is required to admit liability, undertake any obligation or pay any amount other than amounts concurrently reimbursed by the indemnifying Party, (b) the settlement or judgment does not fully release the indemnified Party of all liability, or (c) the indemnified Party's rights in its own property are negatively affected.

c. 赔偿流程。 寻求赔偿的一方将在得知第三方索赔后立即向赔偿方提供详细的书面通知；受偿方未能及时提供书面通知不会免除赔偿方的赔偿义务，除非赔偿方因本通知的任何延迟而受到重大损害。赔偿方可控制索赔的抗辩与和解，受偿方将提供合理的协助，由赔偿方承担合理的费用，但在下列情况下，赔偿方未经受偿方事先书面同意，不得同意任何和解或同意任何最终判决：**(a)** 受偿方必须承担责任、承担任何义务，或支付赔偿方同时偿还的款项以外的任何款项，**(b)** 和解或判决未能完全免除受偿方的所有责任，或**(c)** 受偿方对自身财产享有的权利受到负面影响。

12. 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 THE AGREEMENT. KORN FERRY'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY CLIENT TO KORN FERRY UNDER THE COF GIVING RISE TO THE LIABILITY. THIS SECTION 12 APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

12. 责任限制。 任何一方均不就与协议有关的任何类型的任何间接、特殊、惩戒性、后果性、惩罚性或附带损失，包括利润损失或业务中断，对另一方承担责任。 光辉国际集团对与协议有关的

任何索赔的最大总责任限于客户按照引起该责任的COF向光辉国际集团支付或应向其支付的费用。无论主张何种法律理论，即使当事方知道这些损害会发生，也适用本第 12 条。

13. Informal Dispute Resolution. If a dispute related to the Agreement arises between the Parties (“Dispute”), either Party may provide written notice of the Dispute to the other Party. The Parties will work in good faith to resolve the Dispute. If the Dispute involves an invoice, Client will pay the non-disputed portions of the invoice in accordance with Section 2.

13. 非正式争议解决。如果双方之间发生与协议有关的争议（“争议”），任何一方均可就争议向另一方发出书面通知。双方将真诚解决争议。如果争议涉及发票，客户将根据本协议第2条的规定支付发票中没有争议的部分。

14. 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. The 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.

14. 双方关系。光辉国际集团始终是一家独立的承包商。光辉国际集团员工为光辉国际集团所雇用，不会被视为客户的代理人或员工。双方均无权在任何方面约束另一方，或向另一方作出承诺，或代表另一方接受法律程序。任何一方均不对另一方的任何代理人、分包商、供应商、员工或顾客的任何佣金、补偿、报酬或任何类似性质的福利负责。协议无意也不会双方在之间建立或强加任何信托关系。光辉国际集团不提供本协议项下的法律咨询。

15. Subprocessing. Client consents to, and authorizes Korn Ferry’s use of 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 the 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 the 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 fifteen (15) days of written notification. If Client objects (on commercially reasonable grounds) in writing within fifteen (15) 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 15 will not be deemed a breach of the Agreement.

15. 分处理。客户同意并授权光辉国际集团在提供服务时使用分处理商，包括光辉国际集团关联公司。处理活动可包括访问、存储、处理或以其他方式使用个人数据。光辉国际集团仍对其分处理商的工作和活动负责，责任程度与光辉国际集团在履行服务时承担的责任程度相同。光辉国际集团负责向其分处理商支付所有款项。光辉国际集团与分处理商签订了一份书面协议，其中包含与协议中相当的数据保护义务。光辉国际集团当前的分处理商完整清单可在其公司网站上找到，网站链接是<https://cdn.kornferry.com/privacy/subprocessor.pdf>。公布的清单通过引用纳入本协议。客户可以通过光辉国际集团的公司网站订阅其分处理的变更通知，网站链接是

<https://www.kornferry.com/privacy/security>。如果光辉国际集团通过订阅服务通知客户，且在发出书面通知后十五（15）天内未收到客户的书面异议，则将客户视为已批准对分处理商的变更。如果客户在收到书面通知后十五（15）天内提出书面反对（基于商业上合理的理由），光辉国际集团可暂时或持续停止提供涉及使用新分处理商的特定服务，或客户可同意暂时或持续不使用涉及使用新分处理商的特定服务。任何一方根据本第 15 条暂停服务或终止部分服务均不被视为违反本协议。

16. Assignment; Subcontracting. Neither Party may sell, assign, or transfer the 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 the Agreement. Subject to the foregoing, the 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 the performance of Services without Client's prior authorization. This provision applies to subcontractors engaged specifically to provide Services for Client.

16. 转让；分包。 未经另一方书面同意，任何一方均不可出售、转让或让与协议，但以下转让无需获得同意：(a) 由于转让人兼并、合并、拆分、分割或收购而进行转让，但转让对象仅限于转让人的存续者、子公司或继任人的情况；或(b) 转让对象是能够履行转让人在协议项下责任和义务的关联方。根据上述规定，协议将符合光辉国际集团、客户及其各自继任人和获准受让人的利益，并对其具有约束力。未经客户事先授权，光辉国际集团不会将服务的履行分包出去。这项规定适用于专门为客户提供服务的分包商。

17. Governing Law. The Agreement will in all respects be governed by and construed in accordance with the laws of the People's Republic of China, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. Where the Parties agree in writing to a different governing law, the mutually agreed upon jurisdiction will prevail in the event of a conflict with these General Terms and Conditions. Notwithstanding anything in the Agreement to the contrary, nothing in the Agreement requires Korn Ferry to do any act or refrain from doing any act which would result in Korn Ferry violating (or becoming subject to any penalty under) any laws to which it is subject. The Parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

17. 管辖法律。 协议在所有方面将受中华人民共和国的法律管辖，并据其解释，不包括任何法律选择规定，也不影响法律冲突原则，不论制定地或履行地在何处。如果双方以书面形式约定了不同的管辖法律，在与这些一般条款和条件发生冲突时，将以双方约定的管辖法律为准。尽管协议中有任何相反规定，但协议中所有规定均不要求光辉国际集团采取或不采取将会导致光辉国际集团违反对其具有约束力的任何法律（或受到这些法律规定的任何处罚）的行为。双方否认适用《联合国国际货物销售公约》。

18. Notices. Any notice either Party is required or permitted to give under the Agreement must be in writing and will be deemed to have been received when personally delivered, twenty-four (24) hours after it has been sent via overnight express courier, or seventy-two (72) hours after it has been deposited with the national mail carrier, registered or certified, postage pre-paid, properly addressed to the Party to whom it is intended at the address set forth on the COF or any other addresses that either Party may hereafter designate in writing. For Korn Ferry, all notices to be sent to: Korn Ferry (US) 33 South 6th Street, Suite 4900, Minneapolis, MN 55402, Attn: Legal Counsel.

18. 通知。 协议项下要求或允许任何一方发出的任何通知必须采用书面形式，视为收到的时间为：如为专人递送，则在通过隔夜快递方式发送后二十四（24）小时视为收到；如按COF载明的

地址或任何一方后来以书面形式指定的任何其他地址，通过预付邮资的挂号信或保证邮件正确寄给预期接收通知的一方，则在寄放在国家邮政局后七十二（72）小时视为收到。对于光辉国际集团，所有通知将发送至: Korn Ferry (US) 33 South 6th Street, Suite 4900, Minneapolis, MN 55402, Attn: Legal Counsel.

19. 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, the Agreement or at law, 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 the 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.

19. 不弃权。 如果一方在任何时候未能执行协议或法律的任何规定，或者未能行使其中规定其享有的任何权利或救济，或者没有行使提供的任何选择权，不会构成对该规定、权利、救济或选择权的放弃，也不会以任何方式影响协议的有效性。一方放弃追究另一方的任何违约行为不会被视为持续弃权，但只适用于该弃权所针对的情况。

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

20. 可分性；解释。 在可能的范围内，协议的所有规定均解释为有效且可执行。如果具有合法管辖权的法院认定协议的任何条款无效、非法或不可执行，则将该条款视为与协议分离，所有其他条款将仍然完全有效。

21. No Third Party Beneficiary Rights. The 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 the Agreement.

21. 无第三方受益人权利。 协议并非旨在符合客户和光辉国际集团以外任何人士的利益。任何其他人士，包括任何候选人或潜在候选人，均不会被视为与协议有关的任何权利或利益的第三方受益人，或通过其他方式享有任何该等权利或利益。

22. Force Majeure. Neither Party will be considered to be in default as a result of its delay or failure to perform its obligations under the 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.

22. 不可抗力。 如果任何一方由于超出该方合理控制范围的原因而延迟或未能履行其在协议项下的义务，不会因此而将该方视为违约。原因可能包括天灾或公敌行为、国家或政府在其主权或合同能力范围内的行为、火灾、洪水、流行病、罢工和异常恶劣的天气；在每种情况下，延迟或未能履行义务都必须超出合理控制范围的情形，且不能因声称发生不可抗力事件的一方的过失或疏忽而免除其履行义务。

23. Entire Agreement; Conflicts. The Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements,

proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The Parties will not be bound by any representation, promise, or condition not expressly set forth in the Agreement. Preprinted terms and conditions on any purchase order issued by Client, or terms and conditions or additional requests for information included in Client's vendor set up process, under the Agreement are superseded in their entirety by the Agreement and without force or effect, even if Korn Ferry signs the purchase order or acknowledges such terms to be set up as a vendor in Client's systems and whether such signature or acknowledgement occurs prior to or after the execution of the Agreement. Under no circumstances will Korn Ferry's acknowledgement of any such terms be considered an amendment to the Agreement. All purchase orders must include a reference to the Agreement. Neither Party has been induced to enter into the Agreement by any representations or statements, oral or written, not expressly contained in the Agreement. The Agreement may only be modified by the written agreement of both Parties. Unless otherwise expressly provided in the COF, if there is a conflict or inconsistency between these General Terms and Conditions and any COF, or documents incorporated herein by reference, the order of precedence will be (a) the Product/Service Specific Terms and Conditions (but only as applied to the specific Product or Service), (b) these General Terms and Conditions, (c) the COF.

23. 完整协议；冲突。 协议包含双方之间关于协议标的的完整协议，并取代之前关于同一标的的任何陈述、广告、声明、提议、谈判、讨论、谅解或协议。双方将不受协议中未明确载明的任何陈述、承诺或条件的约束。根据协议，客户发布的任何采购订单上的预印条款和条件或客户供应商设置过程中所含的条款和条件或额外信息请求完全由协议取代，且不具有效力，即使光辉国际集团签署了采购订单或确认了在客户系统中作为供应商设置的条款，也不论所述签署或确认行为发生在协议签署前还是签署后。在任何情况下，光辉国际集团均不承认任何此类条款被视为对协议的修正。所有采购订单中必须提及此协议。任何一方均不是因受到协议中未明确载明的任何口头或书面陈述或声明的诱导而签订协议。协议只可通过双方的书面协议进行修改。除非COF中另有明确规定，否则如果本通用条款和条件与任何COF或通过援引被纳入本文的文件之间存在冲突或不一致之处，则优先顺序依次为(a) 产品/服务具体条款和条件(但仅适用于特定的产品或服务)，(b) 本通用条款和条件，(c) COF。

24. Compliance with Legal and Regulatory Requirements.

24. 遵守法律法规要求。

a. Each Party represents and warrants that it:

a. 各方陈述并保证：

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 such as the General Data Protection Regulation (GDPR) and other laws and regulations that mandate the protection of personal data; (b) anti-bribery, anti-corruption, and anti-money laundering laws and regulations; and (c) international trade laws and regulations e.g. economic sanctions ("**Sanctions**"), including those of the US, EU, UK, and UN;

i. 其将遵守对本协议或任何一方具有司法管辖权的任何政府或多国联合机构的所有适用法律和法规要求，其中包括：**(a)** 与个人数据的保护、披露和使用相关的信息隐私权和数据保护法律和监管，包括《一般数据保护条例》(GDPR) 和规定保护个人数据的其他法律法规；**(b)** 美国、欧盟、英国、联合国和任何其他对本协议或任何一方具有管辖权的政府或多国联合机构的反贿赂、反腐败、和反洗钱法律和监管；以及**(c)** 国际贸易法律法规，例如经济制裁（“**制裁**”），包括美国、欧盟、英国及联合国的此类法律法规；

ii. is not a target of Sanctions;

ii. 其非制裁的目标;

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

iii. 其位置或组织所在地不由作为制裁目标的司法管辖区（包括古巴、伊朗、朝鲜、叙利亚和被俄罗斯占领的乌克兰地区）（“**受制裁司法管辖区**”）; 和

iv. is not 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.

iv. 其不由作为制裁目标或位于或组织在受制裁司法管辖区的任何人士或实体直接或间接拥有或控制。

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 Sanction; to, in, or for the benefit of any person or entity in the Russian Federation or any Sanctioned Jurisdiction, unless authorised 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.

b. 客户进一步陈述并保证，不会将服务或工作成果（包括工具和知识产权）转让、提供访问、接收或使用给：向制裁目标或由制裁目标直接或间接拥有或控制的任何个人或实体提供或为其利益而提供；向俄罗斯联邦或任何受制裁司法管辖区的任何个人或实体或在俄罗斯联邦或任何受制裁司法管辖区的任何个人或实体或为其利益，除非得到光辉国际集团的授权；向任何其他方转让、获取或使用，或为任何其他方的利益而转让、获取或使用，如果此类转让、获取或使用将构成违反制裁的行为。

c. If Client, as of the Effective Date, is a target of Sanctions, is located or organised 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 organised 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 24, including if Client becomes subject to Sanctions, is a material breach of this Agreement and grounds for immediate termination by the non-breaching Party.

c. 如果自生效日期起，客户是制裁的目标，位于或组织在受制裁司法管辖区，或由作为制裁目标或位于或组织在受制裁司法管辖区的任何人士或实体直接或间接拥有或控制，而光辉国际集团履行本协议将违反适用的制裁，则本协议自始无发生约束力。任何违反本第24条的行为，包括客户受到制裁的情况，均是对本协议的重大违反，非违约方可以此为由立即终止协议。

25. Miscellaneous. No provision of the 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 the Agreement. When used in the Agreement, “including” means “including without limitation.” English is the governing language of the Agreement. Any translations that may be provided, will be provided for convenience. In the event of any conflict between the English language version of this Agreement and any translations thereof, the English language version will prevail. Where Client is granted the right in the Product Specific Terms and Conditions to create derivatives and/or

make copies of Korn Ferry Materials, Client must include the following copyright and proprietary notice on all derivatives and copies of Korn Ferry Materials: "Copyright © 20__ Korn Ferry. ALL RIGHTS RESERVED." Korn Ferry may orally refer to Client as a customer in sales presentations and activities. Upon consent from Client, Korn Ferry may refer to Client as a customer in written sales presentations and marketing vehicles. Client will make reasonable efforts to provide product feedback on the Services, participate in Client's success story on Korn Ferry's website and provide quote for services that may be featured together with logo and corporate name in marketing materials. References to written orders include orders made via email. The Parties may execute a COF 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. Except as expressly provided in the Agreement, all remedies available to either Party for breach of the Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of the Agreement that are intended by their nature to survive termination or expiration of the Agreement will survive. Where the Parties agree in writing to a different governing law, the mutually agreed upon jurisdiction will prevail in the event of a conflict with these General Terms and Conditions. English is the governing language of the Agreement. Any translations that may be provided, will be provided for convenience. In the event of any conflict between the English language version of this Agreement and any translations thereof, the English language version will prevail.

25. 其他。协议的任何条款不会因任何一方已起草或被视为已经起草了该条款而被理解或解释为不利于该方。所有条款标题和说明仅为方便双方而设，不属于正文的一部分，也不会被视为以任何方式限制或影响协议的含义。协议中使用的“包括”指“包括但不限于”。英语是该协议的主要语言。可能提供的任何翻译仅为方便双方而设。如果本协议的英文版本与任何翻译之间有任何冲突，将以英文版本为准。如果客户在产品的具体条款和条件中被授予创建演绎作品和/或复制光辉国际集团材的权利，客户必须在所有演绎作品和光辉国际集团材料的副本内附上以下版权和所有权通知：“版权©20__光辉国际集团。版权所有。”光辉国际集团可以在销售推介和活动中口头上将客户称为客户。在征得客户同意后，光辉国际集团可以在书面的销售推介和营销工具中将客户称为客户。客户将作出合理的努力，就服务提供产品反馈，在光辉国际集团网站上分享客户的成功故事，并为营销材料中可能与企业徽标和企业名称一起出现的服务提供引述。提及书面订单时也包括通过电子邮件签订的订单。双方可签署任意数量的COF副本，副本可以PDF格式或其他电子方式交付，每份副本均被视同原件，但所有副本共同构成一份文书。除协议另有明确规定外，任何一对方针对违反协议或法律或衡平法的行为而可获得的所有救济均可累积，可以同时行使或单独行使。协议中因其性质而在协议终止或期满后继续有效的条款将继续有效。如果双方以书面形式约定了不同的管辖法律，则在与本通用条款和条件发生冲突时，将以双方约定的管辖法律为准。英语是该协议的主要语言。可能提供的任何翻译仅为方便双方而设。如果本协议的英文版本与任何翻译之间有任何冲突，将以英文版本为准。

EXHIBIT A

附件 A

PRIVACY AND DATA PROTECTION TERMS (THE “EXHIBIT”)

隐私和数据保护条款（“附件”）

1. INTERPRETATION

1. 解释

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.

1.1 除非上下文另有要求，否则本附件中使用的术语具有本协议赋予其之含义。

1.2 In this Exhibit:

1.2 在本附件中：

Agreement means the Agreement to which this Exhibit is attached;

协议是指本附件所附于的协议；

Approved Subprocessors means the subprocessors that have been approved by Client in accordance with Section 5 of this Exhibit;

经批准的分包处理者是指客户根据本附件第 5 节批准的分包处理者；

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 Personal Information Protection Law of the People's Republic of China, the Cyber Security Law of the People's Republic of China, the Data Security Law of the People's Republic of China, the Civil Code of the People's Republic of China, 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), 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;

数据保护法律是指适用于客户、Korn Ferry和/或服务且与个人信息处理相关的任何法律、法令、法规、监管政策、规章、法例或附属法规，包括但不限于《中华人民共和国个人信息保护法》、《中华人民共和国网络安全法》、《中华人民共和国数据安全法》、《中华人民共和国民法典》、欧洲议会和理事会关于处理个人信息和此类信息自由移动的自然人保护的的规定，以及废除指令95/46/EC（《一般数据保护条例》）（GDPR）和任何相应或同等的国家法律或条例，此类法律必须是有效和适用的，并可不时修订、补充或取代；

Data Subject means the natural person identified or associated with the personal information;

个人信息主体是指个人信息所标识或者关联的自然人。

Personnel means officers, employees, workers or independent contractors.

人员是指高级职员、员工、工人或独立缔约方。

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:

标准合同条款是指以下转移协议，其中客户（包括任何客户关联公司）与Korn Ferry（包括 Korn Ferry的关联公司）之间将相关个人信息转移给数据保护法律认为不充分的司法管辖区（如适用）：

a. Standard contracts formulated by the Cyberspace Administration of the People's Republic of China for the transmission of personal Information outside the People's Republic of China in accordance with Article 38 of the Personal Information Protection Law of the People's Republic of China;

a. 根据《中华人民共和国个人信息保护法》第三十八条，由中华人民共和国网信部门制定的适用于向中华人民共和国境外传输个人信息的标准合同；

b. 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. 根据2021年6月4日欧盟委员会《第2021/914号实施决定》通过的标准合同条款，由Korn Ferry预先签署，可在Korn Ferry的公司网站上查询，网址是<https://www.kornferry.com/privacy/security>。对于来自英国的转移，双方同意，在欧洲标准合同条款中提及的GDPR是指英国《通用数据保护条例》，“欧盟”或“成员国”是指英国，“监管机构”是指信息专员公署（ICO）。对于来自瑞士的转移，双方同意，提及的GDPR是指《瑞士联邦数据保护法》，“欧盟”或“成员国”是指瑞士，“监管机构”是指联邦数据保护与信息委员会（FDPIC）；

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

c. 根据阿根廷数据保护局《第60-E/2016号法令》规定的阿根廷标准合同条款；

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

d. 根据2021年《阿布扎比全球市场数据保护条例》规定的阿布扎比标准合同条款；

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

e. 迪拜国际金融中心（DIFC）根据2020年《第5号法律的数据保护条例》规定的标准合同条款；
和

f. 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.

f. 经Korn Ferry书面通知的数据保护法律要求的任何其他法律强制要求的数据传输协议，在书面通知后三十(30)天生效。

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. The Parties intend that this Exhibit clarifies, but does not modify or contradict, the rights and obligations of the Standard Contractual Clauses.

双方同意，Korn Ferry先前签署的欧洲标准合同条款中包含的处理或安全细节先前签署的欧洲标准合同条款中包含的处理或安全细节在相关情况下纳入任何其他标准合同条款。双方希望本附件阐明但不修改标准合同条款的权利和义务或与其相矛盾。

1.3 Any conflicts between the General Terms and Conditions and this Exhibit will be resolved in favor of this Exhibit.

1.3 如客户订购单的通用条款和条件与本附件之间有任何冲突，应以本附件为准。

2. SCOPE AND PURPOSE

2. 范围和目的

2.1 Where Korn Ferry processes Personal Data on Client's behalf as an Entrusted 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 certifies its understanding that it is restricted from selling, or disclosing in exchange for consideration, Personal Data to a third party. This Attachment does not apply where the Parties process Personal Data as independent data processors, or equivalent, under Data Protection Legislation.

2.1 若 Korn Ferry 根据数据保护法律以受委托处理者或同等身份代表客户处理个人信息，则 Korn Ferry 应按以下方式处理个人信息：(i) 按照本附件和本协议中规定的方式和目的；(ii) 根据客户的其他明确、合理、书面指示；或 (iii) 根据遵守数据保护法律的要求。Korn Ferry 保证其已理解其将被限制向第三方出售或披露个人信息以换取对价。本附件不适用于双方根据数据保护法律以独立个人信息处理者或同等身份处理个人信息的情况。

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.

2.2 Korn Ferry 可能处理的个人信息类型是客户通过其使用服务提供的个人信息类型，包括包含客户员工和申请人的业务联系信息、客户申请人的履历资料（如简历或履历）、联系信息、客户指定的评估参与者的调查反馈和评估数据，包括种族、民族血统、性取向、残疾和退伍军人身份信息（如客户要求）。在提供服务的过程中，Korn Ferry 会处理个人信息，以便进行沟通、评估、分析和生成报告。Korn Ferry 将一直处理个人信息，直至根据本附件第 9 节的规定删除个人信息。

2.3 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. In addition, 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. Raw Data will be treated in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated into this Agreement by reference. To the extent permitted by law, Korn Ferry will promptly notify clients of any legally binding requests for disclosure of personal data by law enforcement agencies prior to making any disclosure, and will reject all non-legally binding requests.

2.3 Korn Ferry 承诺对所有个人信息保密。Korn Ferry 应确保获授权处理个人信息的人员受保密义务的约束，该保密义务与 Korn Ferry 在本附件和本协议项下的义务一致。此外，Korn Ferry 不会向客户披露在提供服务时收集的包括个人信息在内的个人对评估和调查或组合材料和中间数据点（例如中间数字分数、评级、评估指南、集成网格或访谈/模拟笔记）的各项级别回应，这些构成新材料的基础（“原始数据”）。Korn Ferry 应按照本协议规定的方式或按照客户的指示和允许使用原始数据提供服务。双方同意服务包括存档原始数据以及使用去识别化和汇总的原始数据，以用于研究、学习、开发、基准测试、统计、分析以及开发、改进和增强 Korn Ferry 的产品和服务。任何已发布的最终产品将不会识别或包含任何可归因于客户或特定个人的结果。原始数据应根据 Korn Ferry 的全球隐私权政策进行处理，该政策可在 Korn Ferry 的网站上查看并通过引用并入本协议中。在法律允许的情况下，Korn Ferry 将在进行任何披露之前，及时通知客户执法机构提出的任何具有法律约束力的个人资料披露要求，并拒绝所有不具有法律约束力的要求。

2.4 Client hereby:

2.4 客户特此：

2.4.1 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;

2.4.1 指示 Korn Ferry 在代表客户处理个人信息时采取提供服务所需的合理必要步骤；

2.4.2 ensures that all fair processing notices have been given and that the processing is based on a legal basis (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

2.4.2 确保所有数据保护法律所要求的告知义务均已良好履行，且相关个人信息处理获得具备适用的数据保护法律要的合法基础（和/或如有需要，已取得个人有效的同意且并未撤回同意），告知对象范围足够且告知内容具有时效性，以便 Korn Ferry 能够根据数据保护法律处理个人信息；以及

2.4.3 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 2.4.1.

2.4.3 授权 Korn Ferry 代表客户向已批准的分包处理者提供与第 2.4.1 节中规定的指示等效的指示。

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.

2.5 如一方为提供服务之目的负责收集和转移个人信息，其应尽合理努力确保其不受任何禁止或限制性规定的约束，这些规定会阻止另一方以 Korn Ferry 履行服务或客户从服务中收益所需的合理方式处理此类个人信息。

2.6 Korn Ferry will inform Client if it believes that any Client instructions regarding Personal Data processing would violate the GDPR.

2.6 如果 Korn Ferry 认为与个人信息处理相关的任何客户指示会违反数据保护法律（GDPR 包括在内），Korn Ferry 应告知客户。

3. CONFIDENTIALITY AND SECURITY

3. 保密和安全

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.

3.1 Korn Ferry 承诺对所有个人信息保密。Korn Ferry 应确保获授权处理个人信息的人员受保密义务的约束，该保密义务与 Korn Ferry 在本附件和本协议项下的义务一致。

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.

3.2 在法律允许的情况下，Korn Ferry 应事先及时通知客户任何来自执法机构或其他机构的具有法律约束力的个人信息披露要求，并拒绝任何不具法律约束力的要求。

3.3 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, unauthorized disclosure of, or access to Personal Data.

3.3 考虑到可用的技术、其实施成本、性质、范围、处理个人信息的背景和目的，并考虑到意外丢失、销毁、披露或损坏个人信息可能造成的损害，Korn Ferry 应实施适当的技术和组织措施，以防止个人个人信息的任何意外或非法销毁、丢失、更改、未经授权的披露或访问。

4. SECURITY BREACH

4. 安全漏洞

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, unauthorized 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.

如发现任何导致意外或非法破坏、丢失、更改、未经授权披露或访问由Korn Ferry处理的任何个人信息的实际违反安全行为（“安全漏洞”），Korn Ferry 应尽快向客户发出书面通知。应客户要求，Korn Ferry应协助或支持客户履行关于安全漏洞的通知义务。

5. SUBPROCESSING.

5. 分处理。

Client grants Korn Ferry a general authorization to use sub-processors, 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 sub-processors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its sub-processors. Korn Ferry has entered into a written agreement with sub-processors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry’s current sub-processors 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 sub-processors through Korn Ferry’s corporate website at <https://www.kornferry.com/privacy/security>. Client will be deemed to have approved changes to sub-processors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within fifteen (15) days of written notification. If Client objects (on commercially reasonable grounds) in writing within fifteen (15) 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 sub-processor. Suspension of Services or partial termination by either Party subject to this Section 5 will not be deemed a breach of the Agreement.

客户同意 Korn Ferry 可在提供服务时使用分包处理者（包括 Korn Ferry 的关联公司）来处理个人信息。分包处理者的处理活动可包括访问、存储、加工或以其他方式使用个人信息。Korn Ferry 仍对其分包处理者的工作和活动负责，其责任与 Korn Ferry 在履行服务时所承担的责任相同。Korn Ferry 负责向其分包处理者支付所有款项。Korn Ferry 已经与分包处理者签署了一份书面协议，其中包含与本协议中同等的数据和个人信息保护义务。Korn Ferry 当前的分包处理者名单可以在其公司网站上查询，网址是 <https://cdn.kornferry.com/privacy/subprocessor.pdf>。已公布的名单通过引用并入本协议。客户可以通过 Korn Ferry 的公司网站订阅分包处理者更改通知，网址是 <https://www.kornferry.com/privacy/security>。如果 Korn Ferry 通过订阅服务通知客户，且在书

面通知发出后十五 (15) 日内未收到客户的书面异议，则视为客户已批准分包处理者的变更。如果客户（基于商业上合理的理由）在收到书面通知后十五 (15) 日内提出书面异议，Korn Ferry 可能停止提供或客户可能同意暂时或一直不使用涉及使用新分包处理者的特定服务。受第 5 节约束的任一方暂停服务或部分终止服务均不视为违反本协议。

6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

6. 个人信息的跨境转移

The Client agrees that Korn Ferry may transfer Personal Data to various locations, which may include within/outside of the People's Republic of China, 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.

客户同意 Korn Ferry 可以将个人信息转移到不同的地点，包括中华人民共和国境内/境外、欧洲经济区内外的地点。客户及 Korn Ferry 应共同确保个人信息的任何跨境转移行为符合适用的数据保护法律。应客户要求，Korn Ferry 和任何相关 Korn Ferry 关联公司应与客户签订适当的数据处理协议或标准合同条款，以允许客户向 Korn Ferry 和任何 Korn Ferry 关联公司转移个人信息。标准合同条款通过引用并入本协议，且双方签署对本协议也构成签署标准合同条款。尽管本协议中有相反条款，Korn Ferry 可通过向客户发送书面通知，不时修改标准合同条款（仅根据数据保护法律要求），此类修改应视为客户接受，并在该等通知发出后三十（30）天生效。

7. AUDIT

7. 审计

7.1 General Audit Terms. Client may conduct audits as described in this Section 7. 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.

7.1 一般审计条款。 客户可按第 7 节的规定进行审计。经批准的审计应以专业和合乎道德的方式完成，而根据 Korn Ferry 的合理判断，此类方式不会损害 Korn Ferry（或 Korn Ferry 的其他客户）的数据完整性、系统安全性或运营绩效。客户应在审计前至少二十（20）个工作日书面通知 Korn Ferry。审计应在 Korn Ferry 的正常营业时间进行。客户应承担与每次审计有关的所有费用和开支。客户及其代理人必须对在审计过程中获知的所有信息保密。Korn Ferry 可能要求外部审计师签署

适当的保密协议。Korn Ferry 不会向客户或其代理人提供有关 Korn Ferry 的其他客户的专有或机密信息。客户在任何审计过程中获悉或取得的所有信息均为 Korn Ferry 的机密信息。

7.2 Security and Compliance Audit. Subject to Client's first signing Korn Ferry's audit compliance agreement (the "ACA"), Client may conduct one security and compliance audit in any rolling 12-month period. An ACA is required for each audit. 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. 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. The ACA must include, if applicable, a description of any 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.

7.2 安全性和合规性审计。如果客户首次签署 Korn Ferry 审计合规协议 ("ACA"), 客户可在任何 12 个月的进展期内进行一次安全性和合规性审计。每次审计都需要签署 ACA。审计包括检验、检查或审查 Korn Ferry 物理和技术环境中的相关安全控制和处理活动, 此类活动仅适用于 Korn Ferry 根据本协议处理的客户个人信息, 以及证明 Korn Ferry 遵守协议的合理必要性。进行安全性和合规性审计的要求必须以书面形式发送至 Security@kornferry.com。Korn Ferry 应自行决定允许客户查阅和接触相关文件、具有相关知识经验的人员、物理场所、简要审计报告、ISO27001 和 ISO27018 年度认证, 以及实际处理客户个人信息的基础设施和应用软件。ACA 必须包括 (如适用) 任何网络发现、端口和服务识别、漏洞扫描、密码破解、远程访问测试、渗透测试、拒绝服务攻击或其应用可能对 Korn Ferry 的数据、其客户的数据、其运行或安全性造成影响的其他测试的说明。如果允许进行安全性测试, 客户对测试直接或间接产生的任何损害或责任承担全部责任 and 风险。

7.3 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.

7.3 安全调查问卷。经客户书面请求后 (但在任何连续 12 个月期间不超过一次), 光辉国际集团将填写有关光辉国际集团处理客户个人数据的客户书面信息安全调查问卷。

8. KORN FERRY ASSISTANCE

8. Korn Ferry 协助

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.

考虑到 Korn Ferry 可用的个人信息处理的性质及所提供的信息，Korn Ferry 应协助客户履行其义务，回应数据主体行使其在数据保护法律中规定的权利的要求；应客户要求，采用适当的技术和组织措施，协助客户履行有关隐私权和个人信息保护影响评估和有关政府部门及行政主管部门的相关咨询方面的合规义务。在数据保护法律允许的范围内，且在双方同意的情况下，Korn Ferry 可以向客户收取合理的协助费用。

9. DESTRUCTION OF PERSONAL DATA

9. 个人信息的销毁

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.

应客户的书面要求，Korn Ferry 应销毁所有由 Korn Ferry 代表客户处理的、由 Korn Ferry 掌握或控制的个人信息。Korn Ferry 有权保留该等个人信息备份，Korn Ferry 应根据其合理的保留时间删除此类个人信息。Korn Ferry 应在客户书面要求的情况下，向客户提供个人信息删除证明。

Appendix 1: Definition of relevant terms of Exhibit A (Privacy and Data Protection Terms)

附录 1：附件 A（隐私权和数据保护条款）相关术语的定义

Unless the context otherwise requires, the following terms in Exhibit A (Privacy and Data Protection Terms) have the following meanings:

除非上下文另有要求，附件 A（隐私权和数据保护条款）中的下列术语含义如下：

The People's Republic of China: for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan of China.

中华人民共和国：为本协议目的，不包括香港特别行政区、澳门特别行政区和中国台湾。

Personal Information Processor: refers to the party who independently decides the purpose and method of personal information processing.

个人信息处理者：是指在个人信息处理活动中自主决定处理目的、处理方式的一方。

Entrusted Processor: It refers to the party entrusted by the personal information processor to process personal information in accordance with the purpose and method of processing agreed with the personal information processor.

受委托处理者：是指接受个人信息处理者委托，按照其与个人信息处理者的约定处理目的、处理方式等处理个人信息的一方。

If applicable, please see the links below for copies of prior terms and conditions that apply to orders placed on or after the referenced date:

如果适用，请参见下面的链接，以获得适用于在下述日期或之后所下订单的先前条款和条件的副本：

[May 1, 2020](#)

[July 26, 2021](#)

[August 25, 2021](#)

[September 23, 2021](#)

[October 22, 2021](#)

[November 5, 2021](#)

[June 27, 2022](#)

[September 27, 2022](#)

[April 28, 2023](#)

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