



US Privacy Addendum

This Addendum amends the existing agreement(s) between **Client**, as defined below, and Korn Ferry (“**Agreement**”) and is effective on the date of full execution by the Parties. If, as part of the Services, Korn Ferry will receive Personal Information (as defined by US Privacy Laws) from or on behalf of Client, the Processing of which may be as a “Service Provider” (defined by CPRA, or equivalent under US Privacy Laws), and covered by the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (collectively, the “**CPRA**”), or applicable US privacy legislation including but not limited to the laws of Colorado, Virginia, Utah, and Connecticut (collectively, including CPRA, “**US Privacy Laws**”), then Korn Ferry agrees to protect such Personal Information as required by this Addendum. For purposes of this Addendum, all terms have the meanings given to them in the Agreement and applicable US Privacy Laws. This Addendum supplements the terms of the Agreement and any conflicts will be resolved in favor of this Addendum.

NOW, THEREFORE, the Parties agree as follows:

1. US Privacy Compliance

- a. Korn Ferry will only process Personal Data in the manner and for the purposes set out in the Statement of Work (SOW), the Scope of Services in the Agreement, or any document within the Agreement that specifically describes the Services.
- b. Korn Ferry will comply with applicable US Privacy Laws and provide the same level of privacy protection, including individual rights, as is required by US Privacy Laws.

2. CPRA limitations

- a. Korn Ferry certifies its understanding that it is restricted from:
 - i. (i) selling, sharing (for cross-context behavioral advertising purposes, as defined under the CPRA), or disclosing in exchange for consideration, Personal Information to a third party;
 - ii. (ii) retaining, using, or disclosing the Personal Information outside the direct business relationship of the Parties for any purpose, including commercial purposes, other than for purposes specified in the Agreement or US Privacy Legislation; and
 - iii. (iii) combining Personal Information 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 individual, provided that Korn Ferry may combine Personal Information as permitted under US Privacy Laws.

3. Notice and Cure

- a. Korn Ferry will notify Client if Korn Ferry makes a determination that Korn Ferry can no longer meet its obligations under CPRA and is unable to cure within a reasonable period of time (“**Self Reporting**”). Client may, upon notice to Korn Ferry, including or 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 Information.

4. Audit Obligations

- a. Client may take reasonable and appropriate steps to ensure Korn Ferry complies with Data Protection Legislation and the Agreement, including conducting audits as described in the Agreement.



- b. As part of such security and compliance audit and upon Client’s reasonable request, Korn Ferry will make available to Client information in its possession necessary to demonstrate compliance with its obligations under US Privacy Laws applicable to Korn Ferry.

5. Data Integrity

- a. In the event Korn Ferry provides Client with data in de-identified or aggregated form, Client will ensure that any such information qualifies and remains qualified as de-identified or aggregated data as defined under applicable US Privacy Legislation. Client will make no attempt to re-identify any individual to whom such data relates, will publicly commit to maintaining and using such data without attempting to re-identify it, and will take reasonable measures to prevent such re-identification.
6. All terms and conditions of the Agreement remain in full force and effect. Notwithstanding terms to the contrary in the Agreement, Korn Ferry may amend this Addendum from time-to-time at <https://www.kornferry.com/privacy/security/cpra>, only as required by Data Protection Legislation, by sending Client written notice and such amendment will be deemed accepted by Client and effective thirty (30) days after such notice, in the absence of any notice of objection from Client.

Accepted by:

CLIENT: _____

KORN FERRY

By: _____

By:  _____

Name: _____

Name: Heidi Braniff _____

Title: _____

Title: Chief Privacy Officer _____

Date: _____

Date: 7 April 2023 _____