

Private and confidential

Revised Letter of Proposal

Department of Health and Social Care

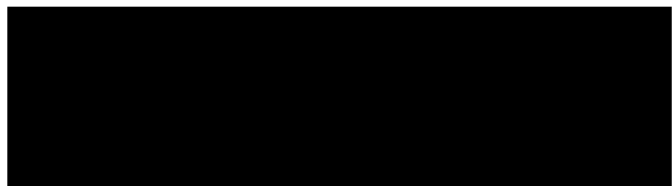
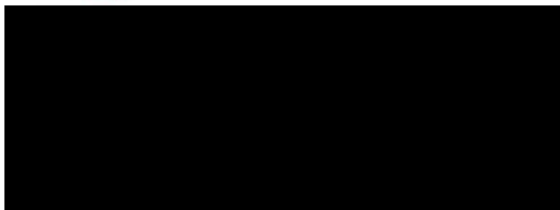
Executive Search

Chief Technology and Data Officer

29th August 2025

Egon Zehnder Limited
160 Victoria Street
Nova South
London
SW1E 5LB

EgonZehnder



Private and Confidential

Department of Health and Social Care,

33 Victoria Street

London

SW1H 0EU

It was a pleasure to speak with you and discuss the Department of Health and Social Care's requirements. We appreciate the trust and confidence you have displayed in Egon Zehnder and look forward to helping you identify and attract a top-calibre individual for the role of Chief Technology & Data Officer.

We are pleased to confirm our professional capability and strong interest in working with you. We are confident you will be satisfied with your decision to entrust this important engagement to Egon Zehnder.

Our discussion to date, has given us a reasonable understanding of your situation, the position, the skills and the abilities that such an individual must possess to be successful and effective in this role.

Upon confirmation of this letter of proposal, it is imperative that we spend time to discuss this role in detail, and it is our understanding that we will then go through the job description and responsibility structure in more detail.

In this proposal, we outline how we plan and execute the search. Our engagement will be based on the terms and conditions specified in this Letter of Proposal and its appendices attached hereto, which form an integral part of this Letter of Proposal and are incorporated herein by reference.

I. Our understanding of your objectives

Your need for this search

In light of the government's decision to merge NHS England into the Department of Health and Social Care (DHSC), you are seeking a senior Technology leader to join the new Executive Team. The Chief Technology & Data Officer will play a key role in defining the Technology strategy for the new group, shaping the future organisational structure and building capability for the future-state organisation.

You have shared with us your plans to have the Executive team in place by Autumn 2025. However, you don't expect this newly formed organisation to be up and running until early 2027. In the meantime, you expect the incoming Technology leader to help bring together the two departments currently in operation today.

Role responsibilities

In leading the transition to a new operating model, the focus will be on ensuring efficiency, value for money, and improved outcomes across the board enabled by a Digital first Technology strategy. This role will be critical in providing strategic and technical leadership throughout the NHS, Social Care, and Public Health sectors. One of the key responsibilities for the Chief Technology and Data Officer will include developing and implementing a comprehensive data strategy that encompasses standards, interoperability, and governance to enhance data management and usage. Additionally, ensuring robust cybersecurity across the entire system will be paramount to protect sensitive information. The position also requires leading a large team and managing significant budgets, with an emphasis on building high-performing, inclusive, and skilled technology teams to drive innovation and success. In addition, this role will be accountable for delivering reform, meeting statutory obligations, and supporting wider organisational success.

After you have signed this Letter of Proposal, we would propose additional meetings with key stakeholders to ensure clarity and alignment around the ideal candidate and what success looks like. We will thereafter provide you with a draft role specification, which summarises the essential information to guide our search and assessment efforts as well as information that would be appropriate and helpful to share with our referral sources as well as potential candidates. As this will be our working document, we appreciate you informing us of any alterations you feel are necessary. Once finalised, this will then serve as the principal record of what we have agreed between our two organisations and will be used by our consultants to establish the required systematic search and evaluation strategy.

Compensation

Onboarding

In our experience, the most successful candidates are not simply a function of their calibre. It is also closely related to the level of support they receive in onboarding and in their integration. Furthermore, the more senior the position, the more value there is to be had from such onboarding support. Accelerating the time it takes to reach full effectiveness can have a material impact on the value they can add.

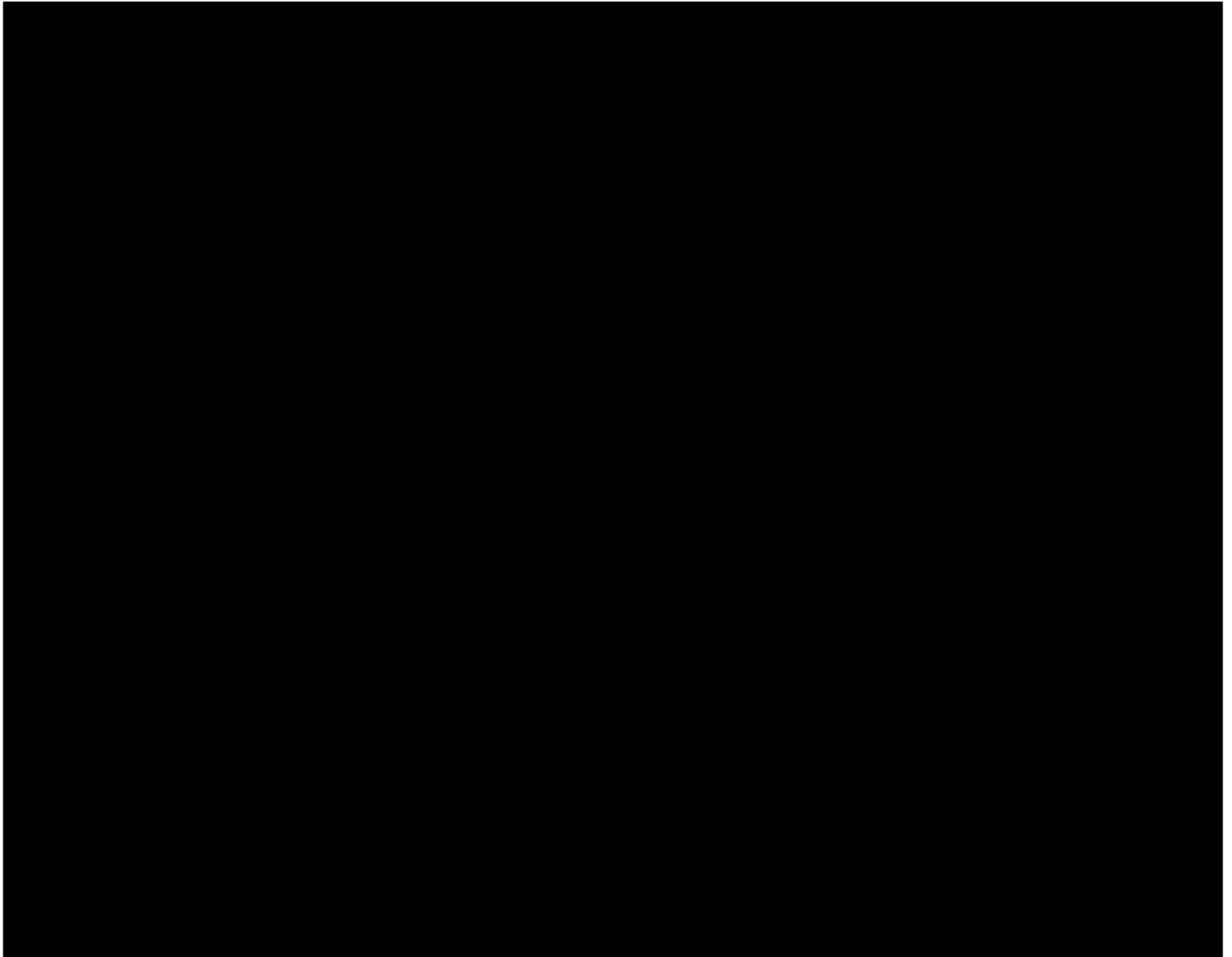
Egon Zehnder's Accelerated Onboarding programs help hired candidates anticipate and overcome the early day challenges and set them up for long-term success. The main objective is to reduce the time it takes for a new leader to reach full impact. We have insight into how difficult and important these transitions are: we know what can happen, what the obstacles may be, and how to tackle them. We provide advice and support to newly hired executives and also to the hiring organization and their teams. By addressing likely integration challenges and ensuring clear expectations and effective communication between stakeholders, we work together on a fast and successful transition into the new role. We share our personal and collective insights—we leverage our knowledge of “what good looks like” gained from thousands of placements at the senior level in many different contexts. We can provide objective advice and insights to help resolve delicate issues while relationships are still forming. We can discuss this in further detail during the course of this project.

II. How we propose to work with you

At Egon Zehnder, we believe that successful search is a function of deep, informed understanding of both client and candidates, thoughtful analysis leveraging our extensive experience as advisors, and a process that inspires trust and builds the foundation for a successful integration. Our business model and incentive structure are designed to ensure that nothing compromises our ability to advise you with integrity, independence and the full benefit of the expertise, capabilities, and collective insights of our global firm.

Throughout the search process, we will strive to provide you with the best possible basis for your decisions, offering advice and constructive challenge. As a part of this, we work proactively to ensure that the full potential talent pool is taken into consideration. We include both internal and external candidates in the process and take a broad and committed view of diversity and inclusion.

Staffing



Our most recent credentials

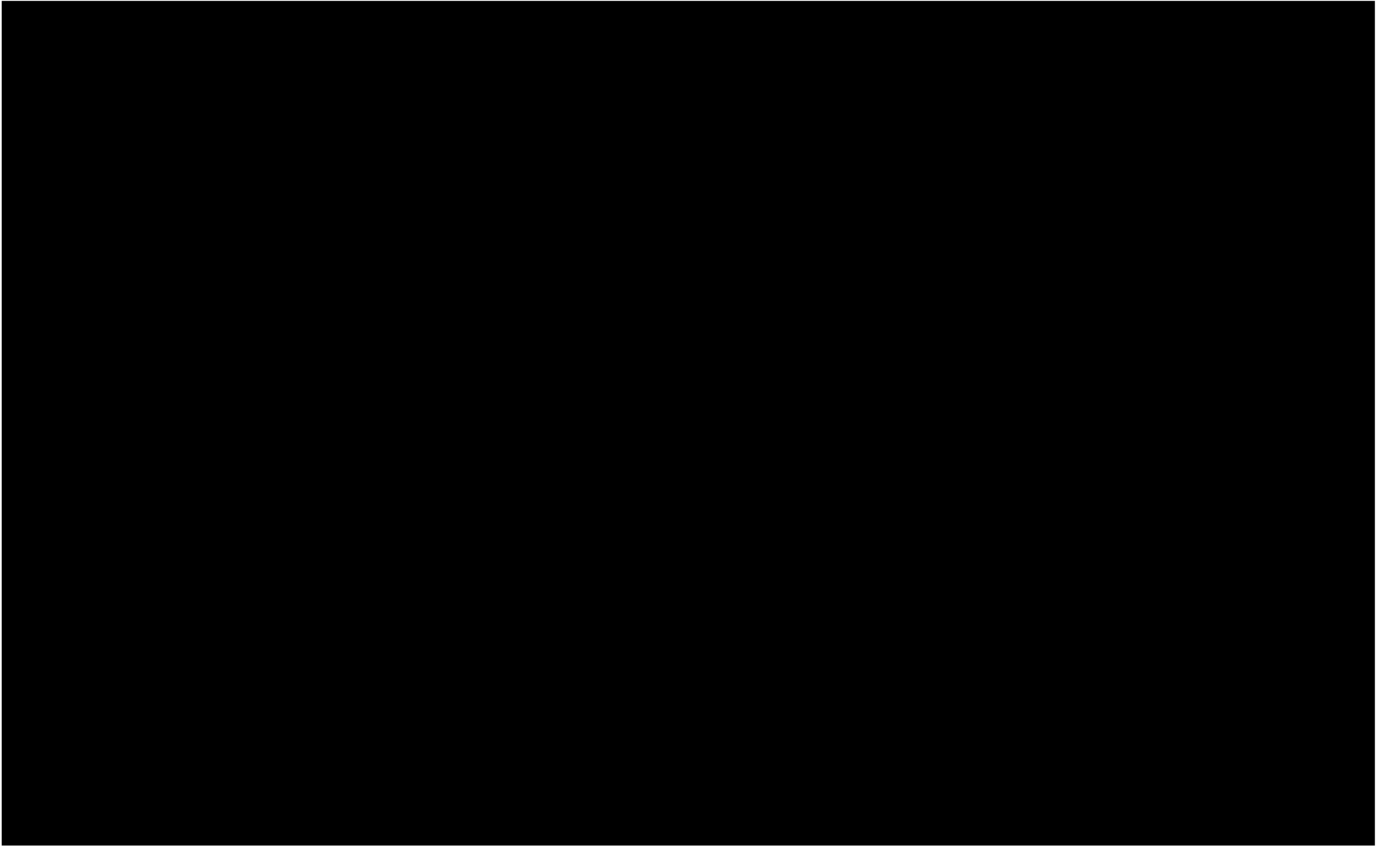
				
Serco Chief Digital & Information Officer	Compass UK&I Chief Information Officer	Bupa Chief Transformation Officer	British Airways Chief Information & Digital Officer	FTSE250 (Services) Chief Digital & Information Officer
				
St. James Place Chief Technology Officer	Herbert Smith Freehills Kramer Chief Digital Officer (Ongoing)	Carlsberg Chief Enterprise Architect	Burberry Chief Information Officer	Food Retailer Chief Information Officer (Ongoing)

Timing

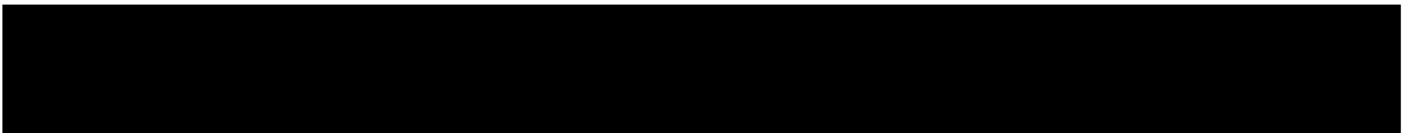
Our goal is to present initial candidates to you no later than 4 to 6 weeks after our search begins and to complete this engagement as soon as possible.

III. Financial and administrative arrangements

Professional fees



Expenses



Our standard terms of engagement

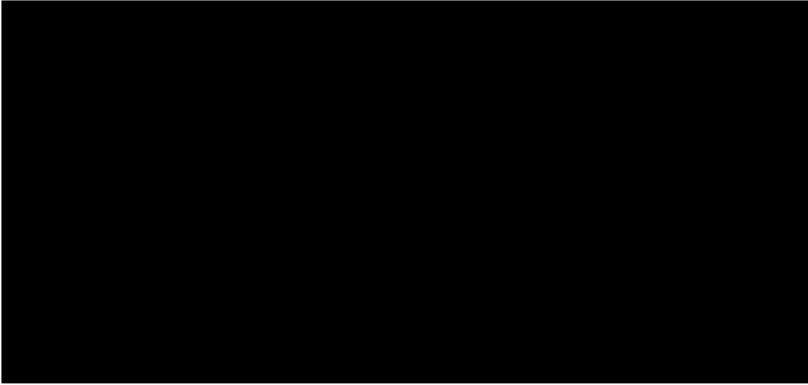
We ask you to kindly refer to our full Standard Terms of Engagement in Appendix B for more detail on fees and invoicing, as well as further operational and legal details of our partnership with you.

IV. Next steps

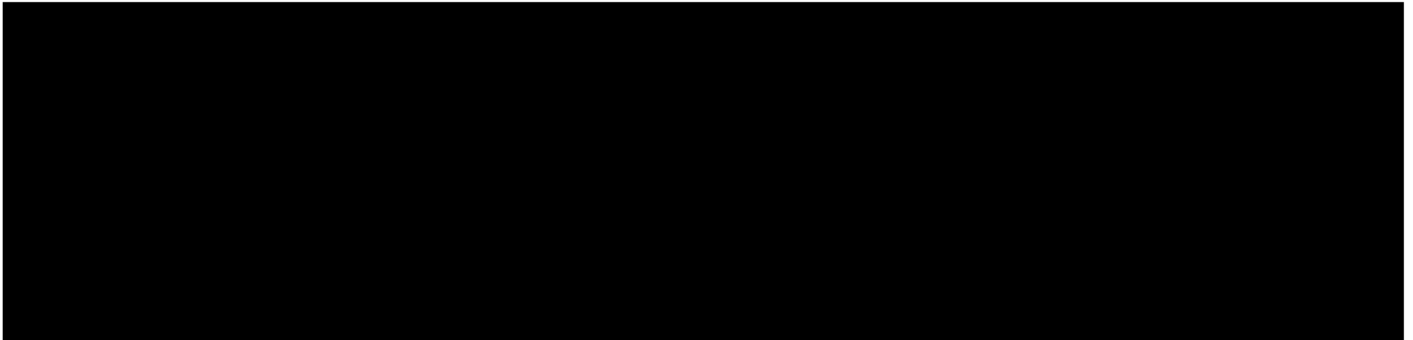
As confirmation of your agreement to have us proceed with this engagement pursuant to the terms and conditions set forth above and in the appendices, we appreciate you completing Appendix A as well as signing this letter and returning it to us at your earliest convenience.

We will keep you regularly informed on the progress of the project and will, of course, be at your disposal at any time should you have any further questions. Please rest assured that we will support the Department of Health and Social Care and you personally with the utmost commitment and motivation towards a successful appointment for this important position.

We thank you once again for the trust and confidence that you have placed in Egon Zehnder.



Agreed and accepted for Department of Health and Social Care:



Appendix A: Invoicing instructions

Invoices should be addressed to:

Legal entity to be invoiced:	The Secretary of state for Health & Social Care acting as part of the crown
Invoicing Address:	39 Victoria Street, Westminster, London
City, State, Zip code:	SW1H 0EU
Contact name and position title:	
Email Address:	
Phone:	
VAT Number:	
Reference / Purchase Order number (if any):	to be provided
Should we use the position/project name on the invoice?	Yes ☐ No ☐
If yes, please provide position/project name:	
If no, position will show as “Confidential”	
Other special instructions (if any):	PO Number to be included on all invoices

Remittance Instructions

Bank Name:

Bank Address:

Account Name:

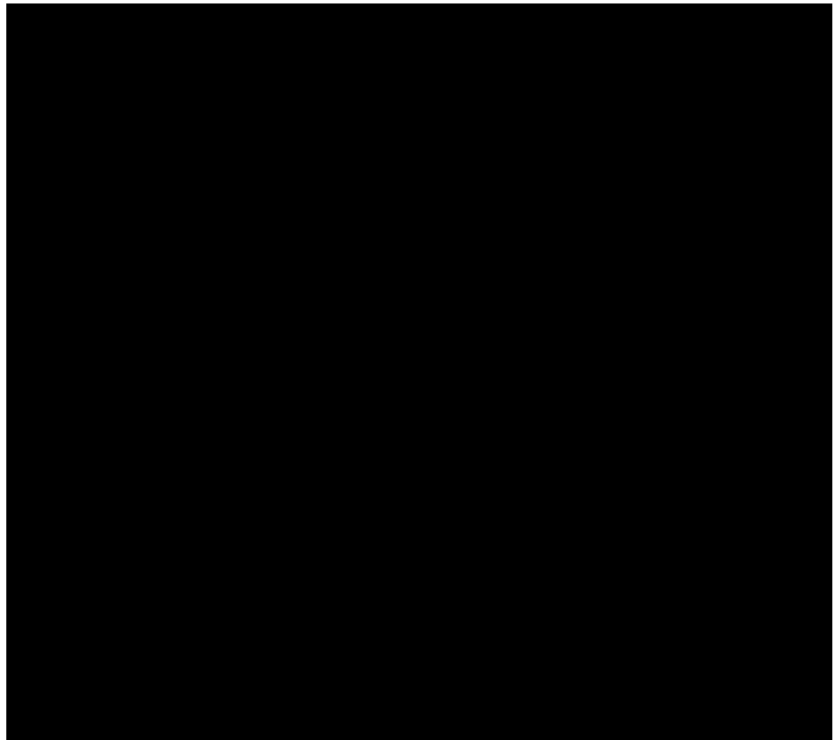
Sort Code:

Account #:

SWIFT Code:

IBAN Code:

Please send remittance confirmation to:



Appendix B: Our standard terms of engagement

General

Once signed by both Parties, the letter of proposal ("**Letter of Proposal**") together with its appendix or all of its appendices (as the case may be), including these standard terms of engagement, form an agreement (collectively "**Agreement**") between Egon Zehnder Limited ("**Egon Zehnder**") and the client as specified in the Letter of Proposal ("**Client**"; Client and Egon Zehnder may hereinafter be individually referred to as a "**Party**" and together as the "**Parties**"). Details on scope of and rates for the services to be performed by Egon Zehnder for Client under this Agreement (the "**Services**") as well as the open position(s) to be filled by Client (the "**Target Position(s)**") will be set out in the Letter of Proposal.

This Agreement is effective as of the date signed on behalf of Client ("**Effective Date**") and will (save in the case of early termination in accordance with the *Termination* provision herein) remain in full force and effect until the Agreement is completed ("**Term**").

In the event of any conflict between the Letter of Proposal and these terms and conditions, the Letter of Proposal shall prevail.

Exclusive engagement

This Agreement is an exclusive engagement and Client shall not seek, hire or use any outside provider other than Egon Zehnder for the Services during the Term.

Final candidate checks

Subject to applicable laws and if agreed between the Parties, Egon Zehnder may verify the educational background and/or employment record of the final candidate by obtaining copies of the relevant certificates. Egon Zehnder may also secure individual references on specialist skills as well as on professional and personal competencies – subject to the candidate's prior consent or to the extent permitted by applicable laws. Moreover and within the legally permissible framework, Egon Zehnder may additionally perform negative press runs and social media checks. Notwithstanding anything to the contrary in the foregoing, Egon Zehnder does not undertake other background or compliance checks – for example, any criminal records, penal charges or regulatory actions or identity checks – but if these are requested, Client can be directed to qualified third party service providers that will be able to support. Such third party ancillary services shall be directly contracted by and billed to Client.

Reliance on data accuracy

Client acknowledges that Egon Zehnder will provide information received from Client to potential candidates for the Target Position and therefore relies upon and assumes the accuracy of information that Client provides to Egon Zehnder. Egon Zehnder bears no responsibility for the accuracy and completeness of such information.

Internal candidates

If candidates from any source other than Egon Zehnder (each an "**Internal Candidate**") are considered by Client for the Target Position as well and hence referred to Egon Zehnder at any time during the Term, such candidates shall be included in Egon Zehnder's candidate pool for qualification screening, evaluation and assessment and shall be covered by the Services and Professional Fees. For the avoidance of doubt, the Professional Fees will be due even if an Internal Candidate emerges as Client's final choice.

Changes in Scope

Any changes to this Agreement, including without limitation modifications of Client's specifications for the corresponding Target Position ("**Role Specification**"), and any pricing associated with such changes must be mutually agreed between the Parties.

Notice of hiring

Client will notify Egon Zehnder when Client hires a candidate for the Target Position or by way of an Opportunity Hire (as defined below).

Professional Fees

The professional fees for the Services ("**Professional Fees**") are specified in the Letter of Proposal. Egon Zehnder's Professional Fees do not change based on the source of the candidate, therefore, Egon Zehnder has no bias or conflict evaluating candidates recommended by Client or any other sources – all candidates will be assessed by Egon Zehnder with the same criteria and using its methodology that takes into consideration competences and potential. Egon Zehnder's sole goal is a successful search and a satisfied client.

Expenses

In addition to the Professional Fees, expenses directly related to this engagement ("**Expenses**") are billed separately, as specified in the Letter of Proposal.

For any air travel, Egon Zehnder has decided to compensate for the appropriate CO2 emission through its Firm's annual carbon offset program.

Opportunity Hires

The services rendered and hence any candidate information presented by Egon Zehnder under this Agreement are exclusively related to, and solely to be used in connection with the Target Position. Notwithstanding the foregoing, Client and any of its affiliated entities are entitled to also consider any candidate information presented by Egon Zehnder for positions other than the Target Position ("**Opportunity Hire**"). However, if during the Term and within a time period as specified in the Letter of Proposal after completion or termination of this Agreement, Client or any of its affiliated entities hire(s) any one or more candidate(s) as Opportunity Hire(s), Client or the respective affiliated entity will promptly pay Egon Zehnder a fee as specified in the Letter of Proposal for each candidate hired upon acceptance of the respective offer.

For the avoidance of doubt, Client understands and agrees that this fee for any Opportunity Hire applies irrespective of a Target Position hiring.

Invoices

Egon Zehnder will invoice the Professional Fees, Expenses and any other charges in accordance with the arrangements specified in the Letter of Proposal.

Invoices become due and payable within thirty (30) days upon receipt. After those thirty (30) days, Egon Zehnder may suspend performing the Services, in which case Client shall remain responsible for all Professional Fees, Expenses and other charges incurred up to the suspension of Services. Other statutory rights under applicable law remain unaffected.

Invoices for this assignment will be directed to Client or as per the invoicing instructions in Appendix A unless Client advises Egon Zehnder otherwise. For the avoidance of doubt, in case Client instructs Egon Zehnder to direct any invoices to a third party, Client agrees to ensure that payments are made by that third party in accordance with this Agreement and to remain jointly and severally liable for fulfilment of Client's payment obligations.

Invoiced amounts paid via bank transfer shall be exclusively transferred to the Egon Zehnder bank account as set out in the invoice. Any changes to Egon Zehnder's bank account details will be announced to Client solely by Egon Zehnder contact person(s) who are responsible for, and known by, Client.

All Professional Fees and Expenses shall be invoiced in Pound Sterling (GBP) unless otherwise agreed between the Parties in the Letter of Proposal.

Egon Zehnder's Professional Fees, Expenses and any other charges are exclusive of any applicable taxes, levies, withholdings or charges imposed as a result of transactions under this engagement, which will be additionally charged at the applicable rate for both Professional Fees and Expenses.

Delays in search

If Client does not fill a Target Position within an envisaged time period agreed between the Parties, Egon Zehnder will meet with Client to discuss appropriate changes to the search strategy and approach, which might include Client making changes to the Role Specification or salary expectations.

A search for the Target Position may be suspended and resumed at any time. However, in the event material conditions related to the search change as a consequence of a suspension (including without limitation changes to the talent pool of candidates), new commercial terms have to be agreed on prior to the restart of Services to account for additional work required, if any.

Data Protection

Egon Zehnder has adopted a policy on the processing of personal data, details of which are available on Egon Zehnder's website at <https://www.egonzehnder.com/privacy-policy>.

As part of the services provided by Egon Zehnder to Client under this Agreement, the Parties acknowledge that each Party may provide or make available to the other Party information relating to an identified or identifiable natural person ("**Relevant Personal Data**"). Understanding that the status of each Party is a question of facts determined under applicable privacy and data protection laws and regulations ("**Applicable Data Protection Laws**"), the Parties confirm and acknowledge that each Party exercises its own discretion and latitude to make its own decisions on the question of which Relevant Personal Data are to be Processed under this Agreement and on the purpose for which, and means by which, each element of Relevant Personal Data should be Processed. Accordingly, each Party Processes Relevant Personal Data as an independent controller under this Agreement. For the purpose of this clause, "**Process**" or, respectively, "**Processing**" shall mean any operation or set of operations performed upon Relevant Personal Data or sets of Relevant Personal Data.

When Processing Relevant Personal Data, each Party shall comply with its obligations under this clause and any Applicable Data Protection Laws. Neither Party shall be responsible for the other Party's compliance with the Applicable Data Protection Laws.

Each Party shall ensure, that the Processing of Relevant Personal Data by it is lawful, fair and transparent at all times, and is only Processed for the purposes as described in this Agreement and/or as may be otherwise required under Applicable Data Protection Laws.

The Parties furthermore agree:

- a) to observe data secrecy and to maintain confidentiality of the Relevant Personal Data;
- b) to only permit access to Relevant Personal Data by employees, who are properly instructed, adequately trained on data protection compliance, and who are subject to confidentiality undertakings or are otherwise subject to professional or statutory obligations of confidentiality;
- c) not to transfer Relevant Personal Data to any other related or unrelated third party, unless such third party is under binding obligations no less stringent than those contained in this clause and subject always to compliance with Applicable Data Protection Laws; and
- d) to send to the other Party detailed written notice without undue delay: (i) of discovering any accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to, Relevant Personal Data; or (ii) of any other violation of Applicable Data Protection Laws or this clause as it relates to the Processing of Relevant Personal Data ("Security Breach"). The notice shall include a description of (a) the nature of the Security Breach; (b) the likely consequences; and (c) the measures taken or proposed to be taken to address the Security Breach.

If required under the Applicable Data Protection Laws, each Party will retain Relevant Personal Data received from the other Party only for as long as it is necessary in connection with the purposes set out in this Agreement, or as necessary to comply with its obligations under applicable law, subject to mandatory data retention requirements and Applicable Data Protection Laws.

Within the scope of their respective Processing of Relevant Personal Data, Parties shall provide the concerned data subjects with all necessary information under Applicable Data Protection Laws and, if required, obtain the relevant data subjects' consent to the respective Processing as part of the performance of the services under this Agreement. In the event that either Party receives: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Laws; or (ii) any other correspondence, enquiry or complaint from a data subject, regulator or other third party in connection with the Processing of Relevant Personal Data (collectively, "**Correspondence**"), then where such Correspondence relates to Processing conducted by the other Party, it shall promptly inform the other Party, and the Parties shall cooperate in good faith as necessary to respond to such Correspondence and fulfil their respective obligations under Applicable Data Protection Laws.

Confidentiality

For the purposes of this Agreement, "**Confidential Information**" means any and all information, communication, materials, documents and data that either Party or its affiliated entities ("**Discloser**") discloses prior or during the Term to the other Party or its affiliated entities ("**Recipient**") in connection with the Services, in any manner, format and media, which at the time of disclosure is marked or otherwise reasonably identifiable as being "confidential" or "proprietary" or from the nature of the information and under the circumstances should reasonably be considered to be confidential or proprietary information. For the avoidance of doubt, any personal information as defined under applicable data protection law as well as any Work Product and Pre-Existing Materials (as defined below) will be considered Confidential Information. Confidential Information does not include information which (a) is or becomes available to the public other than as a result of disclosure by Recipient or its employees in violation of this Agreement; (b) was known to Recipient without any obligation of confidentiality prior to receipt from Discloser; (c) becomes available to the Recipient on a non-confidential basis from a third party not restricted by contract or law regarding such information; or (d) was independently developed by Recipient without use of, or reference to, the Confidential Information.

Recipient will:

- a) keep Confidential Information confidential;
- b) use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances;
- c) use the Confidential Information solely for the purposes as set forth in this Agreement and to perform its obligations and exercise its rights under this Agreement;
- d) not disclose, publish, distribute, disseminate or make Confidential Information available to a third party other than its and its affiliated entities' employees as well as candidates and referees who need to know the Confidential Information and who are bound to comply with non-disclosure obligations and restrictions of use similar in all material respects to, and at least as stringent as, those of Recipient under this Agreement; and
- e) notify Discloser immediately of any breach of this confidentiality provision of which it becomes aware and assist and cooperate with Discloser in minimising the consequences of such breach.

Recipient has the right to disclose Confidential Information to the limited extent required by applicable law or as requested by a court, governmental, regulatory or supervisory authority, provided that the Recipient shall - to the extent permitted by law - use all reasonable endeavours to first inform Discloser in writing before any disclosure under such order or obligation is made so that Discloser may seek at its expense a protective order or other

defence to disclosure. Recipient will reasonably cooperate with Discloser's defence efforts.

Egon Zehnder may disclose that Client was a client of Egon Zehnder and use Client's name and logo in discreet and confidential discussions with existing and potential clients.

Upon the earlier of the termination of this Agreement or Discloser's written request, Recipient will without undue delay return or properly and irretrievably destroy (at its sole option) all materials (in any form and in any medium) containing or embodying Confidential Information of Discloser. In case of destruction, upon Discloser's request, Recipient shall confirm in writing to Discloser that the destruction has been made irretrievable. The requirement for the destruction or return of Confidential Information does not apply to any Confidential Information (i) stored electronically pursuant to an existing routine data back-up exercise on servers or back-up sources so long as it is deleted from local hard drives and no attempt is made to recover it from such servers or back-up sources; or (ii) which is required to be retained for the purposes of complying with applicable law or regulation or existing internal compliance procedures, so long as, in each case, it continues to be treated confidentially and in accordance with the terms of this Agreement, even after the expiry or termination of this Agreement.

The rights and obligations of the Parties under this provision will survive for the longer of (i) a period of five (5) years after disclosure to Recipient by Discloser, or (ii) the applicable statute of limitations period. Notwithstanding the foregoing, any Confidential Information identified at the time of disclosure to Recipient as trade secret under applicable law, shall remain confidential until such information no longer constitutes trade secret under applicable law.

Intellectual Property

Client retains title to all its programs, modules, products, inventions, designs or other information provided by Client to Egon Zehnder, and Egon Zehnder is only permitted to use such information for the sole purpose of rendering the Services.

Upon payment by Client of all Professional Fees and Expenses due under this Agreement, all work product prepared by Egon Zehnder or its affiliated entities and delivered to the Client as part of the performance of the Services ("**Work Product**") shall be the sole and exclusive property of Client, provided, however, that Client shall use the Work Product solely for its and its affiliated entities' internal purposes in accordance with this Agreement.

The performance of the Services and creation of the Work Product under this Agreement will require the use of Egon Zehnder's methodologies, programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, knowhow, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms and any customizations of the foregoing ("**Pre-existing Materials**"). Egon Zehnder owns all intellectual property rights in the Pre-existing Materials and reserves all rights therein not expressly granted under this Agreement. Client agrees that all ownership rights to the Pre-existing Materials are and shall remain vested in Egon Zehnder. To the extent the Work Product contains any such Pre-existing Materials, Egon Zehnder grants to Client a perpetual, non-exclusive, non-sublicensable and non-transferable (except to Client's affiliated entities), royalty free, right to use such Pre-existing Materials solely as incorporated in and for the use of the Work Product. For the avoidance of any doubt, this provision will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Pre-existing Materials otherwise than as expressly permitted under this Agreement.

Indemnification

Either Party ("**Indemnifying Party**") will defend, indemnify and hold harmless the other Party, its affiliated entities and its and its affiliated entities' employees and directors (collectively the "**Indemnified Parties**") from and against any and all liabilities, obligations, direct losses, direct damages, injuries, penalties, actions, judgments, suits, claims, proceedings, costs, expenses or

disbursements (including without limitation, reasonable attorneys' fees and legal costs) ("**Liabilities**") arising out of or related to any allegation, claim, proceeding, action or lawsuit (threatened or otherwise) made or brought by a third party ("**Claim**") against the Indemnified Party to the extent such Liabilities are caused by Indemnifying Party's breach of any obligations or covenants set forth under this Agreement or required under applicable law.

Upon the assertion of any such Claim, either Party shall promptly give the other Party notice thereof in writing, and Indemnifying Party shall have the right to, subject to Indemnified Party's prior written consent, settle or at its own expense, defend through counsel of its own choice, any action which may be brought in connection with such Claim. Notwithstanding the foregoing, any settlement shall require Indemnified Party's prior written consent.

Limited liability

Under no circumstances will either Party be liable to the other Party or any person asserting any claim on behalf of or in right of such other Party in connection with or as a result of the Services or any matter referred to in this Agreement for loss or losses of (i) profits (actual or anticipated) (ii) revenue; (iii) business; (iv) goodwill; (v) business opportunities; (vi) potential savings, each arising from any performance or failure to perform under this Agreement or otherwise, whether or not the loss or losses arising out in each of the foregoing categories (i) to (vi) are direct, indirect, exemplary, punitive, special or consequential in nature and whether or not the other Party was informed, was aware or should have been aware of the possibility of such loss or losses arising.

To the extent permitted by law, either Party's total liability in the aggregate under this Agreement shall not exceed the total amount of the Professional Fees payable to Egon Zehnder pursuant to this Agreement, except for damages incurred by a Party as a result of the other Party's breach or breaches of obligations under this Agreement related to confidentiality and data protection as well as in case of indemnification obligations towards the other Party, in which case either Party's total liability in the aggregate under this Agreement shall not exceed 300% of the Professional Fees payable to Egon Zehnder pursuant to this Agreement. For the avoidance of any doubt, these limitations of liability apply to this Agreement as an overall cap, not per each incident.

Nothing in this Agreement shall exclude or in any way limit a Party's liability for the following: (i) death or bodily injury; (ii) gross negligence, wilful misconduct or fraudulent misrepresentation; or (iii) any other damages for which liability cannot be excluded or limited as a matter of law.

Termination

Either Party may terminate this Agreement for convenience at any time to the end of a calendar month by providing written notice to the other Party.

Either Party may terminate this Agreement for cause with immediate effect in the event the other Party: (i) suspends or discontinues its business; (ii) admits in writing its inability to pay its debts as they mature, is subject to bankruptcy proceedings, voluntary liquidation or makes an arrangement with its creditors or enters into similar proceedings; (iii) behaves in a manner which in the reasonable opinion of the terminating Party is likely to bring the terminating Party into disrepute or otherwise to compromise or adversely affect the reputation and standing of the terminating Party; or (iv) is in a material breach of any of its obligations under this Agreement and, where capable of remedy, fails to so remedy within thirty (30) days after written notice from the terminating Party specifying such breach.

Termination of this Agreement is not an exclusive remedy.

If this Agreement is terminated for any reason before the completion of the billing period, Egon Zehnder will invoice Client in accordance with the arrangements as specified in the Letter of Proposal. Notwithstanding the foregoing, if Client hires for the Target Position (or a substantially similar position) a candidate that was covered by the Services within twelve (12) months after termination, the remaining unpaid balance of Egon Zehnder's Professional Fees will immediately be due and payable to Egon Zehnder.

Termination of this Agreement for any reason shall not affect any accrued rights or liabilities of either Party; provisions in this Agreement that are intended by their nature to survive (including without limitation provisions related to payment of any fees, expenses or charges, confidentiality, data protection, indemnification, limited liability and termination) shall survive termination of this Agreement.

Equitable Remedies

The Parties may sustain irreparable harm caused as a result of a breach of this Agreement, for which monetary damages alone may not be an adequate remedy. Each Party therefore agrees that, in the event of a threatened or continuing breach of this Agreement, the non-breaching Party will be entitled to seek the grant of injunctive or other equitable relief, without prejudice to all other available remedies that may be available in law, in equity or otherwise.

Assignment

Neither Party shall assign any part or all parts of this Agreement to any third party without the prior written consent of the other Party.

Amendment

This Agreement may be modified only in writing and signed by both Parties.

No implied waiver

The delay in or failure by a Party to enforce any rights fully or partially according to a provision of this Agreement will not constitute a waiver by such Party of such rights or of any future rights arising out of any subsequent breach of the same or any other provision. No waiver is effective unless made in writing signed by the waiving Party.

Independent Contractor

Egon Zehnder shall perform all Services as an independent contractor. Nothing in this Agreement shall constitute or be

construed as constituting or establishing any partnership, agency, employment relationship or joint venture between the Parties for any purpose whatsoever.

Invalidity

If any provision or part of a provision of this Agreement is held invalid, void, illegal or unenforceable, the Parties agree that the remaining provisions of this Agreement shall not be affected thereby and that the provision in question shall be deemed replaced by the lawful provision that most nearly embodies the original intention of the Parties.

Governing law and place of jurisdiction

This Agreement and any dispute or claim arising out of or related to this Agreement or any amendments to or modifications of it shall in all respects be governed by, construed, interpreted and enforced in accordance with the laws of England and Wales, without regard to its principles of conflict of law. The Parties hereby submit to the exclusive jurisdiction of and venue in the ordinary courts located in London, the United Kingdom.

Counterparts and signatures

The Agreement may be executed in separate counterparts, each of which will be an original, but all of which will together constitute one instrument. This Agreement, or any amendment to or modification of it, may be signed and exchanged electronically (including by exchanging PDF copies of signed signature pages via email or by using any electronic signature process such as e.g. DocuSign).

Entire agreement

This Agreement contains the whole agreement between the Parties with respect to its subject matter and supersede any prior or contemporaneous written or oral agreement or understanding between the Parties with respect to such subject matter.

Version 02 January 2025