



KORN FERRY®

LETTER OF ENGAGEMENT

PRIVATE AND CONFIDENTIAL

March 27, 2023

Anjanie Ramnarine
Assistant Director Human Resources
Tarrant County
100 E Weatherford St.
Fort Worth, TX 76196

RE: Tarrant County Compensation Program

Dear Anjanie:

We appreciate the opportunity to assist **Tarrant County** with a competitive compensation market analysis. This letter of engagement sets forth our understanding of your needs and the terms and conditions on which our services will be rendered. **Korn Ferry (US)**, on behalf of itself and its affiliates and doing business as Korn Ferry, may be referred to as "**Korn Ferry**," "**we**," "**our**," or "**us**." **Tarrant County** may be referred to as "**Tarrant County**," "**Client**," "**you**," or "**your**." Korn Ferry and Client are referred to individually as a "**Party**" and collectively as the "**Parties**." This letter of engagement, including Attachments 1, 2, and 3, along with Tarrant County's RFP 2023-025 and the Response submitted by Korn Ferry (US) to RFP 2023-025 forms the agreement (the "**Agreement**") under which we will work together. However, Tarrant County's RFP and Korn Ferry's Response to RFP 2023-025 shall take precedence over any conflicting terms in this LOE and its Attachments 1, 2, and 3.

Korn Ferry will provide the professional services described in Attachment 1 (the "**Services**"). Laura Balser will lead the assignment. Paul Glogowski and Shelli Rogers will assist in the provision of the Services. Services may be performed by one or more Korn Ferry affiliates.

If this Agreement accurately describes the terms of our engagement, please have an authorized representative of Tarrant County sign and return the entire Agreement to me at laura.balser@kornferry.com. Our receipt of this Agreement signed by you authorizes us to proceed with our Services.

Korn Ferry appreciates the opportunity to be of service to Tarrant County. If you have any questions now or during our engagement, please call me at 404.858.8254.

Sincerely,

Korn Ferry (US)

Laura Balser

Accepted by:

Korn Ferry (US)

Tarrant County

By:

Name: Laura Balser

Title: Associate Client Partner

Date: March 27, 2023

By:

Name:

Title:

Date:

ATTACHMENT 1 SCOPE OF SERVICES

Our Understanding of Your Needs

This letter will serve as our proposal to conduct an update of the Tarrant County compensation program. This compensation 'update' will provide the Court with the required data and analysis to determine any variations or issues in administering and managing the current program.

Our Response to Your Needs

Korn Ferry will assist by providing the Court with the required data and analysis to determine any variations or issues in administering and managing the current program.

Outline of Project

1. Project Planning: We will meet with you to discuss the project plan, timeline and key project deliverables. This is essential to the project because it is in this phase that we reach agreement as to the specific project deliverables. During this meeting, we will also want to cover and agree to the market comparators we use for the compensation analysis.
2. Data Collection: A file containing employee information will again be needed from the County for the compensation analysis. Data would include employee name, current grade, current salary, current salary structure (min, mid, max.), current policy group name (i.e., IT, Law Enforcement, etc.). Please let us know the effective date of your data.
3. Internal Analysis: With the data you provide to us, we will be able to analyze how well each policy group is paying relative to the internal ranges you currently have established. Our final report will include a summary, by policy group, as to the number of employees above and below the established ranges, the cost associated with the below minimum employees and other pertinent data reflective of your current pay trends.
4. External Analysis: We will prepare survey charts with your actual salary practice superimposed and will provide you with an analysis of the competitiveness of your base compensation practices. We would plan to use the same type of data sources we used in previous year updates.
 - a. This analysis will allow us to make recommendations to Tarrant County with regards to how its compensation programs could be modified to be better aligned with the market. Based on your comments during our recent discussions, we have assumed that we will consider a time-sensitive approach to which programs should/could be modified and prioritize to meet your situation.
 - b. Further, we understand that we may be asked to meet with the Law Enforcement association again this year to discuss and potentially plan for changes to the Law Enforcement survey and the report content we will prepare to summarize our findings.
 - c. KF Pay Subscription: Korn Ferry will upload Tarrant County's employee compensation data and benefit questionnaire responses in KF Pay. Tarrant County will have access to the incumbent-level compensation data in KF Pay's interactive reports (Reward Health Check and Reward Benchmarking) to maintain salary ranges, simulate salary increases, assess internal pay equity, and consult the survey database for leveled data and specific jobs in the market. See Attachment 2 for more information.
5. Final Report: Korn Ferry will meet with the project team to review our initial findings. Based on feedback from these meetings, we will make any revisions and prepare the final report. We will then present the final report to the Human Resource team.
6. Court Presentation: We will prepare a final report for your office and prepare a presentation summarizing our findings. We would present these findings at Commissioner's Court on a date that meets with your time schedule.

Deliverables

Items #5 and #6 above are the deliverables for this project

THIS AGREEMENT DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO KORN FERRY'S INTELLECTUAL PROPERTY. USE OF KORN FERRY'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.

Term

Start Date: March 14, 2023

End Date: March 13, 2024

Fees and Expenses

- The fees for the Services are \$34,512 and a one-time fee of \$9,347 for KF Pay Subscription (list price discounted by 25% in recognition of KF Pay subscription serving as the vehicle to access the Korn Ferry compensation data for the purpose of this project). Korn Ferry assesses an administrative charge equal to fourteen percent (14%) of Fees (\$6,141) for a total of \$50,000 USD. Fees are based on the scope of Services described herein. Any changes to the scope of Services will result in a change in Fees. The Parties will mutually agree in writing to all changes to Services and the corresponding change in Fees.
- All Fees are non-contingent, non-transferable, and non-refundable unless specifically stated otherwise in this Agreement. Fees will be invoiced based on billing schedule below. Invoices are due in accordance with the "Prompt Payment Act" contained in Texas Government Code Chapter 2252. Korn Ferry will assess a service charge of one and a half percent (1.5%) per month for past due amounts, however in no event shall any service charge exceed the maximum amount allowed under the Texas Prompt Payment Act. Invoices submitted in accordance with the "Invoicing Information" provision of this document and not objected to in writing within thirty (30) days of receipt will be deemed approved.
- **Invoicing Schedule:**

Deliverable	Billing Date	Amount
Data Analysis incl. KF Pay subscription	April 18, 2023	\$20,000
Draft Report to Human Resources Department	May 31, 2023	\$20,000
Court Presentation	July 29, 2023	\$10,000

Rescheduling or Cancelling

Client may terminate this engagement by providing 15 days written notice to Korn Ferry. Upon early termination of this engagement, Client shall be responsible for paying: (1) All professional fees and administrative fees invoiced prior to the termination effective date; and (2) all direct out of pocket expenses incurred prior to the termination effective date.

"Actual Expenses" means amounts Korn Ferry pays to others in anticipation of the Services (e.g., hotels, airlines) that Korn Ferry cannot recover on its termination of the bookings or that Korn Ferry incurs due to changes or cancellations. Korn Ferry will charge Client for costs incurred for any materials Korn Ferry prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

Invoicing Information

Invoices will be sent to the following address:

Company:	Tarrant County
Address:	100 E Weatherford Street
Address:	Fort Worth, TX 76196
Attn (Name, Title):	Anjanie Ramnarine
Email, Phone:	alamnarine@tarrantcountytexas.gov ; (817) 884-1511

Accounts Payable Contact:

Company:	Tarrant County
Address:	100 E Weatherford Street
Address:	Fort Worth, TX 76196
Attn (Name, Title):	Anjanie Ramnarine
Email, Phone:	alamnarine@tarrantcountytexas.gov ; (817) 884-1511 sap-invoices@tarrantcounty.com

Purchase Order

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

☒ PO # 4400013754

Attachment 2
Letter of Engagement Supplement
Annual Contract for Compensation Study Services

- i. This Supplement to the Letter of engagement is entered into between KORN FERRY (US) and TARRANT COUNTY. This LOE and Supplement to the LOE Tarrant County's RFP 2023-025 and the Response submitted by Korn Ferry (US) to RFP 2023-025 detail terms and conditions. Audit Clause

Permitted audits will be completed in a professional and ethical manner which does not, in Korn Ferry's reasonable judgement, 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.

- ii. Indemnification

Korn Ferry will indemnify and defend Client, its parent, affiliates and their respective directors, officials, officers, partners, employees, shareholders and agents and their respective successors and permitted assign, from and against all third party suits, claims, actions and proceedings and all related liabilities, losses, judgements, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that 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 Clients' design specifications. If an infringement claim is made relating to the New Materials, Korn Ferry Materials, or Services (the "Infringing Content"), 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 this Agreement and refund all pre-paid amounts paid by the Client for which the client has not received Services.

- iii. Minimum Insurance Requirements

Korn Ferry will use an insurance company approved to conduct business in the State of Texas. Korn Ferry's Insurer will notify Tarrant County of policy cancellation within 30 days of Cancellation.'

- iv. Respondent Qualifications

Korn Ferry (US) is wholly-owned by Korn Ferry. Korn Ferry is a publicly-traded company. As such, it is prohibited from providing third parties with notification of a proposed sale, dissolution, or merger.

- v. Intellectual Property

- a. Client retains ownership of all materials, and the intellectual property rights in those

materials, provided to Korn Ferry by or on behalf of Client ("Client Materials"). Subject to Section 5.b., Client will also own copies of reports and analyses Korn Ferry delivers to Client under this Agreement ("New Materials"). Client may use the New Materials in the form provided for its internal purposes only under the Texas Public Information Act and/or the Texas Open Meeting Act; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

- b. The performance of the Services and creation of the New Materials will require the use of Korn Ferry Materials. "Korn Ferry Materials" include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry may customize, modify, translate, or expand Korn Ferry Materials to apply to Client's unique requirements (collectively, as "Customization"). Any Customization will be Korn Ferry Materials exclusive of any Client Materials therein. Korn Ferry owns Korn Ferry Materials at all times, and Korn Ferry reserves all rights not expressly granted under this Agreement. Licenses to Korn Ferry Materials must be procured through a separate license agreement. This 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.
- 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. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

vi. Personal Data

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

vii. Compliance with Laws

In providing the services required by this Agreement, Korn Ferry must observe and

comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Korn Ferry shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Attachment 3 Privacy and Data Protection Exhibit

Tarrant County Texas and Korn Ferry US ("Korn Ferry") entered into an agreement for the provision of compensation services ("Agreement"). Korn Ferry and Client are referred to individually as a "Party" and collectively as the "Parties." As part of providing these services or other mutually agreed upon services to Client under the Agreement, (collectively, "Services"), Korn Ferry will protect all Personal Data in accordance with this Privacy and Data Protection Exhibit and its related annexes ("Exhibit"). This Exhibit will also apply to any future agreements between Client and Korn Ferry pursuant to which Korn Ferry may process Personal Data, unless those agreements provide otherwise.

1. INTERPRETATION

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

1.2 In this Exhibit:

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

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

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

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;

Personnel means officers, employees, workers or independent contractors; and

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

a. The relevant European Standard Contractual Clauses adopted per Commission Implementing Decision (EU) 2021/914 of 4 June 2021, pre-signed by Korn Ferry and available on Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. For transfers from the UK, the Parties agree that references in the European Standard Contractual Clauses to the GDPR will mean the UK General Data Protection Regulation, references to the EU or Member States will mean the UK, and references to a supervisory authority will mean the ICO. For transfers from Switzerland, the Parties agree that references to the GDPR will mean the Swiss Federal Act on Data Protection, references to the EU or Member States will mean Switzerland, and references to a supervisory authority will mean the Federal Data Protection and Information Commissioner (FDPIC);

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

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

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

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

The Parties agree that the processing or security details included in the Korn Ferry pre-signed European Standard Contractual Clauses are incorporated into any other Standard Contractual Clauses where relevant. 1.3 The Parties acknowledge and agree that this Exhibit forms an integral part of the Agreement. If there is any conflict or inconsistency between any:

- 1.3.1 term in the Standard Contractual Clauses;
- 1.3.2 term in the main part of this Exhibit;
- 1.3.3 term in any of the annexes to this Exhibit; and
- 1.3.4 term in the Agreement and its schedules and annexes;

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

2. SCOPE AND PURPOSE

- 2.1 Where Korn Ferry processes Personal Data on Client's behalf as a data processor or equivalent under Data Protection Legislation, Korn Ferry will process Personal Data: (a) in the manner and for the purposes set out in this Exhibit and as documented in the Agreement; (b) upon other specific reasonable documented instruction of Client; or (c) as needed to comply with law. Korn Ferry certifies its understanding that it is restricted from selling, or disclosing in exchange for consideration, Personal Data to a third party. This Exhibit does not apply where the Parties process Personal Data as independent data controllers, or equivalent, under Data Protection Legislation.
- 2.2 The types of Personal Data that may be processed by Korn Ferry are those provided by Client through its use of the Services, including Personal Data comprising business contact information of Client employees and contact information, survey responses and assessment evaluation data of Client-nominated assessment participants, including information on race, ethnic origin, sexual orientation, disability and veteran status, if requested by Client. Personal Data will be processed for the purposes of communication, assessment, analysis and generating reports in the course of providing the Services. The duration of the processing will be until the deletion of the Personal Data in accordance with Section 10 of this Exhibit.
- 2.3 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.
- 2.4 Client hereby:
 - 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;
 - 2.4.2 ensures that all fair processing notices have been given (and/or, where necessary, valid consents have been obtained and not withdrawn) and are sufficient in scope and kept up to date in order to enable Korn Ferry to process the Personal Data in accordance with the Data Protection Legislation; and

2.4.3 authorizes 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.

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

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

3. CONFIDENTIALITY AND SECURITY

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

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

3.3 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.

4. SECURITY BREACH

Korn Ferry will provide Client with written notice as soon. As reasonably possible upon becoming aware of any actual breach of security that leads to the accidental or unlawful destruction, loss, alteration, 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.

5. 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 this Agreement. An inclusive list of Korn Ferry's current subprocessors is available on its corporate website at <https://cdn.kornferry.com/privacy/subprocessor.pdf>. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. Client will be deemed to have approved changes to subprocessors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within 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 5 will not be deemed a breach of the Agreement.

6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

Korn Ferry may transfer Personal Data to various locations, which may include locations both inside and outside of the European Economic Area. Korn Ferry will ensure that any cross-

border transfers of Personal Data comply with applicable Data Protection Legislation. At Client's request, Korn Ferry and any relevant Korn Ferry Affiliate will enter into an additional data processing agreement, if appropriate. The Standard Contractual Clauses are incorporated by reference and the Parties' execution of this Exhibit also constitutes the execution of the Standard Contractual Clauses. Notwithstanding terms to the contrary in the Agreement, Korn Ferry may amend the Standard Contractual Clauses from time-to-time, only as required by Data Protection Legislation, by sending Client written notice and such amendment will be deemed accepted by Client and become effective thirty (30) days after such notice.

7. AUDIT

7.1 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.

7.2 Security and Compliance Audit. Client may conduct one security and compliance audit in any rolling 12-month period. Client may perform an assessment, audit, inspection, examination, or review of relevant security controls and processing activity in Korn Ferry's physical and technical environment in relation 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 process Client's Personal Data. Client may not perform or disclose any of the following security testing of the system environment or associated infrastructure without first signing Korn Ferry's Audit Compliance Agreement: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, service denial attack or other testing which by its application may cause impact to Korn Ferry's data, its customers' data, its operations or security. If security testing is permitted, Client assumes sole and total responsibility and risk for any damages or liabilities arising directly or indirectly as a result of the testing.

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.

8. KORN FERRY ASSISTANCE

Taking into account the nature of the Personal Data processing and the information available to Korn Ferry, Korn Ferry will assist Client with Client's obligation to respond to Data Subjects' requests to exercise their rights under 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 requested assistance, to the extent permitted by Data Protection Legislation and as agreed to by the Parties.

9. TERM AND TERMINATION

This Exhibit enters into force on March 14, 2023 and will remain in force for as long as Korn Ferry will provide the Services under the Agreement.

10. **DESTRUCTION OF PERSONAL DATA**

Upon Client's written request, Korn Ferry will destroy all Personal Data processed by Korn Ferry on Client's behalf that is in the possession of 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 the certification of deletion of Personal Data to Client upon Client's written request.

Attachment 4

KF Pay Subscription

Korn Ferry Pay Subscription. Your subscription has a term of one year starting on March 14, 2023 and ending on March 13, 2024 (the "KF Pay Term"). This subscription is limited, non-exclusive, non-transferable, and for Client's internal use only. All offerings include unlimited access for unlimited users. Korn Ferry will provide a unique password to each user; these are Korn Ferry confidential information and may only be provided to Client Employees. Client is responsible for all activities that occur through the use of password(s) and must notify Korn Ferry of any unauthorized use of which it becomes aware or if any user is no longer employed by Client.

Client Data. Submission of Client Data is required for all items purchased under this agreement. Delivery of some offerings are contingent on timely submission of Client Data to Korn Ferry.

Client must provide compensation and benefits data to Korn Ferry annually and within 60 days from receiving the data from Korn Ferry, in Korn Ferry's required format at the level of use (e.g., if a Client subsidiary purchases data to be used throughout the entire company, Client must provide data for the entire company). "Client Data" means a full representation of salary and benefits data for all incumbents in Client's organization. Submission of Client Data will be in accordance with Korn Ferry's schedule as communicated to Client. Despite Korn Ferry's review, the client remains accountable for the accuracy, completeness, and adequacy of their data. Problems, omissions or errors relating to information quality and/or delays in providing such information may result in a delay in the project delivery date, and/or an increase in fees. Client's failure to submit Client Data is a material breach of this Order Form which gives Korn Ferry the right to terminate access to online products and charge our non-participant rate (3 times the fees quoted in this agreement).

KF Pay consists of master pay database, Rewards Benchmark, Rewards Health Check, access to the country's standard and industry report (reports vary by country; reports are not updated during an annual subscription period), and access to the KF Pay.

A Peer Group is a group of organizations selected by Client for use in obtaining relevant remuneration information for that predefined list of organizations. Every Peer Group must contain a minimum of 10 organizations. Client may create up to 20 peer groups per country subscription during the term of this contract.

Proprietary Markings. Client must include the following copyright and proprietary notice on all copies of Korn Ferry Material and, where Client has the right to create Derivatives, on all Derivatives: Copyright © 2023 Korn Ferry. ALL RIGHTS RESERVED.

APPROVED AS TO FORM:

Kimberly C. Wesley

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.