



General Terms and Conditions of Sale (GTCS)

Last Updated : **March 2026**

1. PREAMBLE

Central Test, a simplified joint-stock company (SAS) with a capital of €1,008,675, registered with the Paris Trade and Companies Register under number 441 914 272, and having its registered office at 21 Square Saint-Charles, 75012 Paris, France, is a publisher of potential assessment and talent management solutions.

Central Test offers assessment tools accessible via a secure online platform, intended for employers, Human Resources professionals, schools, and training organizations. Our solutions enable our clients to evaluate the skills and potential of individuals within the framework of recruitment processes, internal mobility, talent management, and personalized support. Additionally, Central Test offers training and consulting services to optimize the use of its tools in various contexts related to HR practices and individual support.

2. DEFINITIONS

- 2.1. **"Evaluations"** refers to all tools marketed by Central Test, namely HR Tests, Smart Interview, Job Skills Tests, IT Tests, Mylab Tests, and 360 Evaluation, as well as associated applications on the platform (Talent Map, Predictive Model, etc.).
- 2.2. **"HR Test(s)"** refers to all behavioral skills assessment questionnaires developed and offered by Central Test to its Clients to address recruitment, mobility, internal management, training, team audit, and skills development challenges.
- 2.3. **"Smart Interview"** refers to the asynchronous video interview service developed and offered by Central Test through its platform. This service allows the creation of written (text), recorded (audio), or filmed (video) questions and the selection of the desired response format (text, audio, video, or multiple choice).
- 2.4. **"Job Skills Test(s)"** refers to tests specifically dedicated to the evaluation of job-specific skills (accounting, office automation...), developed and offered by Central Test to address recruitment and training challenges for employees.
- 2.5. **"IT Test(s)"** refers to tests specifically dedicated to the evaluation of technical skills (office automation, programming languages) of Participants, integrated into the Platform. These tests are designed and offered by our partner Skill Value.
- 2.6. **"360 Evaluation"** refers to the service of evaluating an employee by their peers (superior, colleagues, subordinates...) based on a skills framework or other indicators, resulting in a personalized report available from the Platform.
- 2.7. **"Mylab Test(s)"** refers to all self-assessment questionnaires developed and offered by Central Test to address employee motivation and retention challenges.
- 2.8. **"Option(s)"** refers to free or paid features (such as platform customization, proctoring service...) offered to clients to help them manage their Evaluations more effectively.
- 2.9. **"Client"** refers to any company or organization (association, government agency...) using the Evaluations, which may be an Enterprise Client, an HR Service Provider Client, or a School & University Client.
 - 2.9.1. **"Enterprise Client"** refers to any company or organization (such as an association, government agency...) that does not engage in human resources services and uses the Services for its internal evaluation needs related to recruitment, internal mobility, talent management, team audit, etc. The workforce criterion that may be considered in determining a pricing offer by Central Test corresponds to the total workforce of the entity in question, including the head office and/or its subsidiaries, provided that they benefit from the same services.

- 2.9.2. "HR Service Provider Client"** refers to any company or organization using the Services in the context of its human resources services (recruitment, coaching, career management, skills assessment, talent development, etc.) provided to its own clients.
- 2.9.3. "School & University Client"** refers to the educational entity (school, university, training center) using the services for its internal evaluation needs related to recruitment, entrance exams, open days, educational assessments, etc., for both students and internal staff. The student count criterion that may be considered in determining a pricing offer corresponds to the total number of students of the entity in question.
- 2.10. "Platform"** refers to the technical application providing access to Evaluations for Clients. The platform is known as Key Predict on the website www.centraltest.com.
- 2.11. "Client Area"** refers to the individual and secure evaluation space of the Client accessible at <https://app.centraltest.com/centraltest/authentication> using a personal and non-transferable username and password. The Client Area allows the administration of Evaluations and real-time access to evaluation results.
- 2.12. "User"** refers to a Client user with their own account, enabling them to manage all evaluations and services on the Platform. A User corresponds to a natural person and cannot share their account with another user.
- 2.13. "Participant(s)"** refers to the candidate(s), employee(s), or others (students, interns, clients...) evaluated by the Client.
- 2.14. "Participant Account"** refers to the individual and secure space of the Participant, accessible using a username and password.
- 2.15. "Report"** refers to the evaluation results of an HR Test, a Mylab Test, a 360 Evaluation, or the responses provided by a participant in a Smart Interview, prepared and delivered to the Client and, where applicable, to the Participant. These reports are prepared and delivered to the Client when the Participant has completed the Evaluation in its entirety.
- 2.16. "Personal Data"** refers to the personal data processed by the Client in the context of their use of the Service, as defined by Directive 95/46/EC, Law No. 78-17 of January 6, 1978, known as the Data Protection Act, and as of May 25, 2018, the provisions of Regulation (EU) 2016/679 – the "General Data Protection Regulation" (GDPR), hereinafter referred to as "Applicable Regulation".
- 2.17. "Services"** refers to all services provided by Central Test related to Evaluations or any other support related to human resources evaluation (training, debriefing, team audit, etc.) subject to these general conditions.
- 2.18. "Order Form"** refers to the specific document provided by Central Test (i) either in paper form and returned stamped and signed by the Client, or (ii) in electronic form and signed using the Client's electronic signature when it is an online order from the Client Area, (iii) this order form including, in addition to the usual information, the mention of acceptance of these General Terms and Conditions of Sale (checkbox), the purchase or subscription formula chosen by the Client, any additional services, any special conditions, and the amount to be paid to Central Test. A simple email sent by the Client, to the extent that it explicitly describes their firm commitment to a specific order (e.g., order of X credits), may also constitute an Order Form. However, Central Test always reserves the right to require the prior submission of a duly completed Order Form.
- 2.19. "Webservice"** refers to a computer program enabling the Client to exchange information related to the passing and Reports in a dynamic and automated manner.
- 2.20. "Hotline"** refers to Central Test's customer service. The Hotline can be contacted by email or phone in case of urgent requests. The average response time by email is typically 24 to 48 hours (excluding

weekends and public holidays). The contact details of the Hotline are available in the "Contact" section of the Website.

- 2.21. "Documentation"** refers to all technical documents related to Evaluations (technical sheets, manuals, standardizations, product videos), the use of the Platform (tutorial videos), or various generic documents (quality charter, etc.) as well as available webinars. This documentation is accessible from the "Resources" tab in the Client Area.
- 2.22. "Fair use"** applies within the framework of an unlimited Subscription and refers to an indicative volume of evaluations projected by the client based on their usage. The fair use will be indicated in the specific conditions of the contract and may impact the applicable tariff upon contract renewal.
- 2.23. "Parties"** collectively refers to Central Test and the Client, "Party" in the singular refers to either Central Test or the Client.

3. PURPOSE

The purpose of these General Terms and Conditions is to define the terms and conditions under which Central Test (hereinafter "the Publisher") provides the Client with the Evaluations and related Services defined below, published by Central Test and accessible via its Evaluation Platform.

Any user of an Enterprise Account is considered a Client and is therefore fully subject to these General Terms and Conditions of Sale.

This agreement thus governs the rights and obligations of the Parties mentioned.

4. CONTRACTUAL DOCUMENTS

The General Terms and Conditions of Sale include the following contractual documents presented in descending order of hierarchy and legal value, with the higher-ranking document prevailing in case of contradiction:

- [These General Terms and Conditions of Sale](#)
- [The Data Processing Addendum attached to the GTCS](#)
- [The Privacy Policy](#)

Please note that the Privacy Policy is available at the bottom of the website www.centraltest.com or via the URL link <https://www.centraltest.com/privacy-policy>.

The General Terms and Conditions of Sale, the Order Form, the order confirmation email (if applicable), and the invoices together constitute the contractual documents binding on the Client and form the contract. This excludes any other document, notably the Client's own general terms of sale and/or purchase and/or order forms.

In case of contradiction between the General Terms and Conditions of Sale and the Order Form, the provisions of the Order Form prevail provided that they expressly state that they derogate from the General Terms and Conditions of Sale. Any derogatory conditions to these must be accepted in writing by Central Test.

5. MEMBERSHIP AND AMENDMENT

Any access, use, and/or purchase of Central Test Services entails the Client's full and unconditional adherence to these General Terms and Conditions of Sale, as well as compliance with the obligations mentioned in the contractual documents, with the Client acknowledging having full knowledge of them.

Central Test reserves the right to modify these contractual documents at any time according to the evolution of its Services. These modifications will not apply to contracts in progress at the time of their entry into force. The update date is mentioned at the top of this document. The Client is therefore invited to regularly consult this latest updated version.

Any access to or use of this Site and the Platform constitutes acceptance of the changes made.

6. ACCESS TO PLATFORM AND SERVICES

6.1. Accessibility

Access to the Platform is exclusively reserved for authorized Client and Participant users through their login credentials.

The Platform is available twenty-four (24) hours a day, seven (7) days a week, except in cases of force majeure or events beyond Central Test's control and subject to any necessary maintenance work required for the proper functioning of the Application, which may be carried out without prior notice to the Client or the Participant.

The Platform and the services offered are not intended for individuals who wish to self-assess without being invited to take the Evaluations by a Client (or by Central Test).

6.2. Participant Registration Modalities

The Client must register the Participant on the Platform to allow them to access the Evaluations they need to take. Registration requires filling out several fields containing personal data.

Certain fields marked with an asterisk (*) are mandatory, allowing the creation of the Participant's identity for the Evaluations to be taken. The Client can provide direct access to the Participant to allow them to take the Evaluations.

The Client undertakes to ensure that all information provided during registration is correct and that they have previously obtained the Participant's consent regarding the use and processing of their data for the purposes for which the Client has requested their evaluation. Central Test cannot be held responsible in any way for this.

6.3. Access to Results

The results report is automatically generated once all questionnaires are completed. It pertains to the Participant and is based on all the data collected during the individual evaluation. Reports are available in HTML and/or PDF format. Result summaries may also be available from the participant's profile.

The Participant has the right to access their results for the Evaluation(s) specific to them. The Client must grant them access automatically or upon request if necessary. The results of an Evaluation cannot be transmitted to a third party without the explicit consent of the Participant. Obtaining this consent is the sole responsibility of the Client.

7. OBLIGATIONS

7.1. Central Test's Obligations

Central Test commits to:

- **Platform Provision and Security:** Provide the Platform to Clients and Participants, ensuring its optimal operation as well as the security and confidentiality of the information communicated throughout the duration of the contract.
- **Service Delivery:** Deliver the Services ordered by the Client according to the exact terms specified in the Order Form.
- **Communication of Developments:** Inform the Client of any major developments in the Evaluations offered or the functionalities of the Central Test Platform.
- **Documentation Access:** Provide access to the available Documentation related to the Evaluations and all the services offered.
- **Resource Allocation:** Allocate competent personnel and necessary resources to ensure the delivery of services in compliance with commitments and fulfill all its obligations under these terms.

7.2 Client Commitments

The Client commits to the following, without this list being exhaustive:

- **Regulatory Compliance:** Comply with all relevant local or international regulations regarding recruitment and personnel management.
- **Usage Precautions:** Adhere to the usage precautions recommended by Central Test.
- **Personal Data Protection:** Comply with all legal obligations related to the protection of personal data in effect in their country of residence or operation. This includes, but is not limited to, fulfilling declaration obligations to the competent authorities in the field of personal data protection, such as the Commission Nationale de l'Informatique et des Libertés (CNIL) in France, as well as adhering to the rules established by the General Data Protection Regulation (GDPR) of the European Union or any other applicable equivalent legislation.
- **Data Usage:** Use Participant data only for the purposes specified in the Data Processing Addendum (DPA), which is an integral part of this contract.
- **Understanding Test Objectives:** Fully understand, prior to administration, the objectives of a Test and the specific meanings of the evaluated dimensions, as outlined in the Results Report, the user manual, and through the training and consulting services offered by Central Test.
- **Personal Use of Services:** Personally use the Services and not allow any third party to use them on their behalf or for their benefit, except at their full responsibility.
- **Participant Information and Consent:** Inform the Participant of the context and reasons for using a Test, allowing them the option to refuse to take it. The same applies to the context of a Smart Interview or the activation of an Option such as Proctoring. The consequences of a Participant's refusal to take an Evaluation are the sole responsibility of the Client.
- **Adherence to Usage Scope:** Adhere to the usage scope of the services defined below.

7.2. Scope of use of services

7.2.1. General Cases

The Platform and the Evaluations offered are for the exclusive use of the Client and are intended solely for the evaluation of the behavioral and/or technical skills of Participants. Consequently, the Client is prohibited from assigning, granting, or transferring to any third party all or part of their rights or obligations under these terms, as well as transferring, free of charge or for a fee, the use or ownership of Central Test services and more generally all information

communicated by Central Test regarding said Evaluations. This prohibition on resale, transfer, or use of Evaluations by a third party, even free of charge, applies regardless of the purchase or subscription formula chosen by the Client (unit purchase, annual license, or unlimited subscription). If the Client breaches the above prohibition, the Publisher may immediately suspend the Client's access to the Platform. In such a case, Central Test is entitled to seek full compensation for the damage caused, particularly due to the loss of business generated as a result.

7.2.2. Specific Case

7.2.2.1. Enterprise Clients

In the case of an Enterprise Client, all services offered by Central Test (platform, HR Tests, Job Skills Tests, IT Tests, Mylab Tests, Smart Interview, 360 Evaluation...) must be used exclusively within the framework of internal use within the company, namely recruitment, internal mobility, career management, team audit, etc.

7.2.2.2. HR Service Provider Clients

In the case of an HR Service Provider Client (recruitment agency, skills assessment center, coach, assessment center, etc.), if these same services can constitute an element of a classic service such as a recruitment mission, skills assessment, or coaching, they cannot in any case be resold as is by the HR Service Provider Client to third parties. Under no circumstances could Central Test's Evaluations constitute the main product of the service, even if combined with other similar evaluations from other publishers or even, for example, with only debriefing interviews of the results. In case of doubt or to obtain a possible derogation, the HR Service Provider Client must inform Central Test to obtain written approval.

7.2.2.3. School & University Clients

In the case of a School & University Client, the Evaluations and services offered by Central Test must be used exclusively for the evaluation of students (selection, entrance exams, career management, training, etc.) or the staff of the entity concerned (recruitment, mobility, career management, etc.), excluding any resale of Central Test services to said students or partners, clients, etc.

7.2.2.4. Clients Offering Commercial Online Services

The use of Central Test Evaluations by a Client offering commercial online services (for example, on job board platforms, coaching, or training) is strictly regulated. These Evaluations must not be integrated, either manually or automatically, into these services without prior written agreement from Central Test. This form of use will be considered unauthorized resale of Central Test services.

7.2.2.5. Free and Open Access Tests via API

In the event that the Client offers tests or other evaluations in free and open access to students or internet users via a job board or a website, using APIs, such use cannot be authorized without the express agreement of Central Test and under certain conditions. Access to tests or other evaluations must be carried out with pre-identified individuals. Central Test reserves the right to define the specific conditions and terms of use of its services via API in this context. Any unauthorized use will be considered unauthorized resale of Central Test services.

7.2.2.6. Specific Authorization Request

In case of doubt or to request specific authorization within the framework of a credit or license contract, the Client must contact Central Test to obtain written approval.

7.2.2.7. Service Rebilling

When the Client plans to rebill the services included in their unlimited subscription to other internal entities, it is imperative that they inform Central Test in advance to obtain formal authorization. This internal rebilling must be limited exclusively to entities that are

part of the same group as the signing Client, or to a specifically identified network of members. Each entity concerned by this rebilling must have its own Client account or distinct user accounts within our platform.

7.2.2.8. Unauthorized Rebilling

In the event that the Client proceeds with such rebilling without having informed Central Test in advance or without having received written and explicit authorization from us, this action will be considered unauthorized resale of Central Test services.

7.2.3. Non-Compliance with Usage Scope

If the Client breaches the above-mentioned prohibition, the Publisher may immediately suspend the Client's access to the Platform. In such a case, Central Test is entitled to seek full compensation for the damage caused, particularly due to the loss of business generated as a result.

8. PROHIBITED BEHAVIOURS

- Any behavior likely to interrupt, suspend, slow down, or prevent the normal functioning of the Platform and the proper conduct of Evaluations.
- Any intrusions or attempted intrusions into the Company's systems and any misappropriation of the Platform's system resources.
- Any breaches of security measures that enable authentication for the purpose of conducting Evaluations.

9. COMMUNICATION

The Client expressly authorizes Central Test, within the scope of its internal and external communication needs, to mention their name on a client reference list and to use their logo in overall online and offline communication (website, social networks, catalogs, etc.).

This authorization is valid for the entire duration of the current contract and beyond for a period of five years.

However, the Client retains the right at any time to request the removal of said mention by contacting the Central Test communication department via email at: communication@centraltest.com.

10. PURCHASING METHOD

10.1. Singlet Unit Purchases

10.1.1. Definition

The Client can order a volume of Evaluations or Options by unit, usable over a period of 12 (twelve) months from the order date and counted in the form of "credits." Each solution is associated with the number of credits ordered at the price defined in the rates communicated to the Client. The credits are deducted when the Client requests an Evaluation or activates the proctoring Option.

10.1.2. Order Cancellation

The Client has the option to cancel the invitation request to take an Evaluation. In this case, their account is automatically re-credited with the number of unused credits due to the cancellation. If the Client makes multiple requests for Evaluations for the same Participant, the software deducts as many "credits" corresponding to the Evaluations concerned.

10.1.3. Minimum Order of Credits

As of August 1, 2024, any order placed with Central Test must include a minimum of 100 credits.

As of June 1, 2026, all credit orders placed through a sales quote issued by Central Test must include a minimum of 500 credits, unless an exception is granted by Central Test.

Central Test reserves the right to refuse or request modification of any order that does not meet these minimum requirements.

10.1.4. Credits Validity

The credits purchased are valid for a period of 12 months from the date of the last order. If credits remain unused after this period, Central Test commits to inform the Client by email of the number of remaining credits at least 30 days before the credits expire. The credits will only be removed from the Client's account after this notification. If this notification is not sent, the Client will have the right to retain and use the remaining credits.

10.1.5. Credits Reactivation

If the Client does not use all their credits within 12 months of their purchase, they have the option to reactivate the remaining credits for an additional 12-month period, provided they place a new order of at least 100 credits before they expire.

10.1.6. Exceptional Extension

By exception to Article 10.1.4, the Client may agree with Central Test on an exceptional extension for the use of the remaining credits. Any exception to this rule must be confirmed in writing by Central Test. In the event that a notification has been sent to the Client, and they do not wish to place a new order of at least 100 credits, the Client may agree with Central Test on an exceptional extension for the use of the remaining credits. Any exception to this rule must be confirmed in writing by Central Test.

10.1.7. No Refunds

No refunds will be made for the non-use of credits within the allotted time.

10.2. Annual License

10.2.1. Definition

An Annual License refers to the order placed by the Client for a limited number of Evaluations among those included in a packaged offer, for use at a price determined by specific Evaluation thresholds (HR Tests, Job Tests, Mylab Tests, Smart Interview sessions, etc.) or Options such as proctoring.

10.2.2. Commitment Period

The commitment period for the Client subscribing to the Annual License is 12 (twelve) months and is defined in the Order Form. Remaining evaluations will be forfeited beyond the 12 months unless specific negotiations are made at renewal.

10.2.3. Automatic Renewal

The Annual License is renewed automatically for commitment periods of the same duration and under the same conditions, unless terminated by the Client or Central Test by mail or email at least 45 (forty-five) days before the contract anniversary date.

10.2.4. Rate Adjustment

A rate adjustment is applied as soon as the contractual threshold set in the Order Form is exceeded, based on the detailed rate schedule in effect and the Order Form. If the rate is revised due to moving to a higher threshold, the automatic renewal will not be applied unless the revised rate is accepted by the Client before the 45-day deadline.

10.2.5. Standard Rate Revision

Central Test may revise the standard rate by mentioning it at least 60 days before the contract expiration date. This revision does not affect the principle of automatic renewal and does not require the Client's express acceptance.

10.2.6. Closure for Non Payment

In case of total or partial non-payment despite the provision of a Client Account, Central Test may immediately close said Client Account while implementing debt recovery procedures.

10.2.7. Reduced Usage

The Client cannot under any circumstances argue for a lower-than-expected use of their Client Account to avoid their payment obligations to Central Test and not pay the full price.

10.3. Unlimited Subscription

10.3.1. Definition

Unlimited Subscription refers to the order placed by the Client for an unlimited number of Evaluations, as specified in the contract, over a given commitment period. Each Service (HR Tests, Job Skills Tests, IT Tests, Mylab Tests, Smart Interview sessions, or Proctoring Options) is subject to a specific subscription.

10.3.2. User Limitation

The subscription fee may include a limited number of users for the Client. A user can only be associated with one person and cannot be transferred to another person. If the Client has shared the same user account with multiple people to benefit from advantageous rates, Central Test is entitled to demand full compensation for the damage caused, particularly due to the loss of operation generated to its detriment.

10.3.3. Preferential Rate Without User Limitation for Enterprise Clients

Enterprise Clients can opt for a preferential rate for unlimited subscription without a user limit or for a number significantly higher than the standard rate allows (e.g., 100 users). This rate is calculated based on the actual workforce of the signing company, including its subsidiaries if they are users, and is based on the information provided about the structure. Central Test reserves the right to control IP addresses to prevent abuse. The unlimited subscription offer including unlimited users does not apply to HR service providers.

10.3.4. Incorrect Information and Omissions

If the Client has, knowingly or unknowingly, provided Central Test with manifestly incorrect information at the conclusion of the contract, particularly about its structure (for example, a recruitment firm declaring 1 consultant when it actually has 5), or has failed to inform Central Test of changes in its structure that could impact the rate before or during the contract renewal, Central Test is entitled to demand full compensation for the damage caused, particularly due to the loss of operation generated to its detriment.

10.3.5. Fair Use

Fair use refers to equitable and reasonable use of the Services, as optionally indicated in the special conditions. If the Client exceeds the fair use indicated in the contract, Central Test may adjust the rates for the renewal of the subscription. No rate adjustment is made by Central Test in case of exceeding the fair use during the current commitment period, nor any restriction on use which remains unlimited, provided that the information declared by the Client about its structure, useful for determining the subscription price, is accurate.

10.3.6. Commitment Period

The commitment period for the Client subscribing to the Unlimited Subscription is a minimum of 12 (twelve) months and is defined in the Order Form. This period may be reduced according to the special conditions agreed between the Client and Central Test.

10.3.7. Automatic Renewal

The subscription is renewed automatically unless terminated by the Client or Central Test, by registered mail with acknowledgment of receipt or by email, at least 45 (forty-five) days before the contract anniversary date, for commitment periods of the same duration as the initial duration and under the same conditions. If the subscription duration is less than twelve (12) months, the termination period is reduced to fifteen (15) days before the contract anniversary date.

10.3.8. Rate Revision

If the rate is revised due to new elements regarding the Client's entity structure or due to exceeding the fair use justifying a rate revision, the automatic renewal will not be applied unless the revised rate is accepted by the Client before the 45-day deadline.

10.3.9. Standard Rate Revision

Central Test may revise the standard rate by mentioning it at least 60 days before the contract expiration date. This revision does not affect the principle of automatic renewal and does not require the Client's express acceptance.

10.3.10. Payment Obligation

Any commitment period started is due in full, and the Client wishing to terminate the use of the Services before the end of the commitment period remains liable for the full amounts corresponding to the commitment period concerned.

10.3.11. Reduced Usage

The Client cannot under any circumstances argue for lower-than-expected or estimated use of their Client Account to avoid their payment obligations to Central Test and not pay the full price.

10.3.12. Closure for Non-Payment

In case of total or partial non-payment despite the provision of a Client Account with unlimited access, Central Test may immediately close said Client Account while implementing debt recovery procedures.

11. PRICE REVISION

- 11.1.** Central Test shall reserve the right to adjust its prices at any time.

- 11.2.** The revised prices are immediately applicable to any new order.
- 11.3.** When a Client has subscribed to an Annual License or Unlimited Subscription, the prices will remain unchanged until the end of the current engagement period. The new prices will be applied to Annual Licenses and Unlimited Subscriptions at the time of renewal by tacit agreement, subject to prior notification to the Client by Central Test through any written means, including email, at least 2 (two) months before the end of the current engagement period.
- 11.4.** Regarding Unlimited Subscriptions, if the specific terms provide for an engagement period of less than twelve (12) months, the prior notification period to the Client by Central Test concerning the application of the new prices, as mentioned in paragraph 11.3 above, is 30 (thirty) days before the end of the current engagement period.

12. PAYMENT TERMS

12.1. Payment Methods

For single purchases, payment of Annual Licenses, and Unlimited Subscriptions, the payment methods available to the Client are as follows:

- **Online Credit Card** (Axepta BNP payment solution);
- **Direct debit.** For an Annual License or Unlimited Subscription, the direct debit form is provided to the Client by Central Test;
- **Bank transfer** to the order of Central Test is accepted only **for amounts over 300 euros**: bank details are available in the Client Space.

The Client guarantees to Central Test that they have the necessary authorizations to use the chosen payment method.

12.2. Payment

- 12.2.1.** In the case of purchasing Evaluations or services on a per-unit basis, the full price of the Solutions is due on the order date, and payment is to be made upon receipt of the invoice by cash payment.
- 12.2.2.** For an Annual License or an Unlimited Subscription, the full amount for the engagement period is due on the subscription date and then on the anniversary date for each renewal, with payment to be made upon receipt of the invoice.
- 12.2.3.** Once the Purchase Order is signed and the invoice issued, no cancellations or modifications to the initial order will be accepted. The Client is required to pay the total amount indicated on the invoice, following the payment terms stipulated in this document. Any request for modification aimed at reducing the number of tests or changing the type of license after the invoice has been issued will not be considered. The only exceptions to this rule must be agreed upon in writing and approved by an authorized representative of Central Test.
- 12.2.4.** When the special conditions of a Purchase Order provide for installment payments of the invoice (monthly, quarterly, semi-annually, etc.), the Client is required to make these payments by direct debit within the SEPA zone (Single Euro Payments Area, covering Europe). Central Test will provide the Client with a dedicated contract for this direct debit.
- 12.2.5.** When the special conditions of a Purchase Order provide for installment payments by bank transfer outside the SEPA zone, the payment frequency must necessarily be quarterly.
- 12.2.6.** In the case of credit card payment duly received by Central Test, the Evaluations or services under the subscription chosen by the Client are immediately available.

- 12.2.7.** In the case of payment by check or bank transfer, the Evaluations or services are available only after full receipt of payment.
- 12.2.8.** In the event of non-payment of a single installment, regardless of the agreed payment method, Central Test reserves the right to immediately invoice the Client for the total remaining amounts due for the current engagement period, with immediate enforceability. Central Test is also authorized, in such circumstances, to immediately suspend or restrict access to the Platform.
- 12.2.9.** In accordance with the provisions of Article L.441-6 of the Commercial Code, late payment penalties equal to three times the legal interest rate apply, this rate being equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points. In this case, the applicable rate for the first half of the concerned year is the rate in effect on January 1 of the same year. For the second half of the concerned year, it is the rate in effect on July 1 of the same year. Late payment penalties are due on the total amount, including tax, without the need for a reminder, from the day following the payment date indicated on the invoice.
- 12.2.10.** If the amounts due are paid after the payment date indicated on the invoice, a flat-rate compensation for collection costs of 40 euros will be due. When the collection costs incurred exceed the amount of this flat-rate compensation, Central Test may request additional compensation, with justification.

13. LIABILITY

- 13.1.** Central Test has an obligation of means and not of result regarding the behavioral profile analyses derived from the Evaluations, which serve as a complementary evaluation method for Participants and should not be substituted for other evaluation methods available to the Client. The Client expressly acknowledges and accepts this, noting that the Evaluations, which may be subject to improvements, should not be considered perfect or exhaustive. Central Test shall not be held responsible in any case where the behavior of Participants recruited by the Client does not correspond to the results highlighted by a Test or any other evaluation tool.
- 13.2.** Under no circumstances does Central Test cover the indemnification of direct or indirect material and immaterial damages that may be suffered by the Client due to the use of the centraltest.fr Platform, such as: loss of operation, loss of clientele, commercial prejudice, damage to brand image, loss of data and/or files, interruption of activities, hacking resulting in the loss or communication to third parties of confidential data belonging to the Client, loss of commercial information or other pecuniary losses.
- 13.3.** Central Test cannot be held responsible for file deterioration.
- 13.4.** If Central Test's liability were to be sought for the aforementioned damages, the compensation that could be claimed would in no case exceed the amounts received by Central Test for the Evaluations or Options used by the Client in the month of the occurrence of the damage.
- 13.5.** Central Test's liability cannot be sought in the following cases:
- Temporary interruptions for site maintenance and/or development;
 - Operational difficulties or temporary interruption of its services beyond its control, particularly in the event of electricity or telecommunications service interruptions, or in the event of data transmission network failures or malfunctions.
- 13.6.** The Client has verified the suitability of the Evaluations and related Services for their needs before ordering and acknowledges that all the advice and information necessary to enter into the contract have been communicated to them.
- 13.7.** The Client acknowledges that the implementation of the Evaluations and Options requires an Internet connection and that they are solely responsible for the quality of this connection.

- 13.8.** The Client is solely responsible for any malfunction of the service caused by abnormal use of their Client Account and expressly agrees to contact the Hotline as soon as possible in case of service malfunction and before any manipulation on their part. Any use beyond the limits provided in the contract is the responsibility of the Client.
- 13.9.** The Client indemnifies Central Test against all complaints, claims, actions, and/or demands that Central Test may suffer due to the Client's violation of any of its obligations or guarantees under the General Conditions and agrees to indemnify Central Test for any prejudice, costs, charges, and/or convictions it may suffer as a result.

14. INTELLECTUAL PROPERTY

- 14.1.** The General Terms and Conditions do not constitute a transfer of any kind of intellectual property elements belonging to Central Test. Central Test remains the sole owner of all elements (software, systems, structures, infrastructures, etc.) or content (website, texts, trademarks, logos, images, photos, slogans, visuals, sound or video elements, databases, etc.) belonging to it. The Client only benefits from a simple right of use within the framework and for the duration of the execution of these terms.
- 14.2.** The Client is prohibited from reproducing, representing, distributing, using, adapting, translating any of the elements and content protected by intellectual property rights or database producer rights in force belonging to Central Test, and more generally from performing, directly or indirectly, any act within the scope of Central Test's intellectual property rights, except as provided in these terms and without the express and prior authorization of Central Test.
- 14.3.** The Client is prohibited from distributing the content of the Central Test Site to create their own or dedicated pages with the aim of creating indexing and traffic.
- 14.4.** The Client has no right to retrieve any or all of the content of Central Test's tools (HR Tests, Job Skill Tests, Mylab Tests, Smart Interview, 360 assessments, competency frameworks, etc.) or services (platform, etc.), as well as any Central Test or partner's Result Reports (questions, answers, behavioral typology, text comments, etc.), with a view to developing their own tools or translating existing tools and services into another language.
- 14.5.** Any Result Report from an Evaluation, or any excerpt from this Report, or any predictive analysis, job/competency framework, etc., that is transmitted to a third party must obligatorily mention Central Test's reference, and the Client undertakes not to obscure Central Test's brand appearing on the Evaluations, reports, or any other document communicated by Central Test. Any reference to an Evaluation on the Client's communication media, such as websites, blogs, commercial brochures, this list not being exhaustive, must obligatorily be preceded or followed by the mention: edited by "CENTRAL TEST."
- 14.6.** Any violation of Central Test's intellectual property rights would engage the responsibility of the Client, who may be subject to legal action.
- 14.7.** Any violation of Central Test's intellectual property rights may also result in the immediate closure of the Client Account, without Central Test having to pay any compensation to the Client due to this closure.
- 14.8.** Central Test and the Client, as well as any collaborator or partner intervening on their behalf, respectively undertake to consider as confidential, for the entire duration of the contract and after its expiration, all documents, software, know-how, data, and information, both tangible and intangible, communicated by the other Party for the execution of these terms, and not to use them or have them used outside the needs of the contract.

15. TRAINING ON CENTRAL TOOLS & ASSESSMENT SOLUTIONS

- 15.1.** Regarding the training on Central Test tools, the Client expressly acknowledges that such training can only be provided by trainers expressly authorized by Central Test for this purpose and designated by Central Test. In case of non-compliance with the usage conditions of Central Test tools, especially by undergoing training on Central Test tools from a provider not approved by Central Test, including violations of Central Test's intellectual property rights resulting from this, Central Test reserves the right to take appropriate measures, which may include terminating the Contract with the Client, excluding any refund.
- 15.2.** The Client is prohibited from organizing, offering, or participating in training sessions using Central Test tools or any general psychometry training that relies, in whole or in part, on Central Test tools, unless expressly, prior, and written authorization is obtained from Central Test's Management and/or the Training and Consulting Service Manager. Non-compliance with this provision exposes the Client to sanctions, which may include immediate termination of the Contract, financial penalties, and legal actions for violating intellectual property and contractual rights. Central Test also reserves the right to claim damages for any loss or injury suffered as a result of these unauthorized activities.

16. *PERSONAL DATA

The Parties agree, each for their respective part, to comply with all legal and regulatory obligations incumbent upon them concerning the protection of personal data, notably the Law 78-17 of January 6, 1978, in its latest amended version known as the "Loi Informatique et Libertés" and the EU Regulation 2016/679 of the European Parliament and Council of April 27, 2016 (collectively the "Applicable Regulations"). For the purposes of managing the contractual relationship between the Parties, each Party processes the personal data of their respective contacts at the other Party as a data controller within the meaning of the Applicable Regulations, for the duration of the Contract.

This processing is necessary for the proper execution of the Contract and concerns only identification data (notably name, first name, address, email, phone number) of the contacts. These data are retained for the duration strictly necessary for the management of the contractual relationship between the parties.

The parties' personnel, their audit services (including auditors), and their subcontractors may have access to the collected personal data.

This processing may result in the exercise by the parties' contacts of their rights provided by the Applicable Regulations, namely: (i) to obtain the communication and, if applicable, the rectification or deletion of the data concerning them, (ii) to request the deletion or limitation of the processing, (iii) to object to the processing for legitimate reasons, (iv) to request the portability of their data to retrieve and keep them, (v) and to lodge a complaint with a competent supervisory authority.

For more information on the processing carried out by Central Test as a data controller, the Client is invited to read the Central Test Data Protection Policy available on the website and the Platform.

The Privacy Policy is available from the "Contractual Documents" section, at the bottom of the www.centraltest.com website or from the URL link <https://www.centraltest.com/privacy-policy>.

Processing of Personal Data by Central Test as a Processor

As part of providing the Services, Central Test processes personal data on behalf of and for the account of the Client as a data processor, while the Client acts as the data controller within the meaning of the Applicable Regulations. The characteristics of the processing are described in the Data Processing Addendum ("DPA") attached to the GTC.

The Client guarantees Central Test that it complies with the provisions of Regulation 2016/679 of April 27, 2016 (the "GDPR") as well as those of Law 78-17 of January 6, 1978, relating to data processing, files, and freedoms, and notably:

- that the transmitted personal data have been collected and processed in compliance with the applicable regulations;
- that it has informed the data subjects in accordance with the regulations;
- where applicable, that the collection and processing have been consented to by the data subjects;
- that it allows data subjects to exercise their rights in accordance with the regulations;
- that it undertakes to ensure that the information is rectified, completed, clarified, updated, or deleted when it is inaccurate, incomplete, ambiguous, outdated, or when the holders wish to prohibit its collection or use, communication, or retention.

17. MANAGEMENT OF PARTICIPANT DATA ON THE PLATFORM

The Client is solely responsible for managing the retention periods of personal data on the Platform. It is their sole responsibility to delete the data as their retention period expires. Central Test is only responsible for deleting this data at the end of its contractual relationship with the Client.

The Client has the option to set a retention period for data in a predefined number of months on the Platform, thereby allowing automatic deletion of data once this period expires. The Client is informed that this action is irreversible, and the deleted data cannot be recovered.

Additionally, the Key Predict Platform automatically archives evaluation data and candidate information three (3) years after the candidate's last completed evaluation. If this was the participant's last evaluation, their information will also be saved and will no longer be available in the active participant list.

The Client has the right to retrieve archived candidate data directly from the Platform.

18. LOYALTY

Central Test and the Client commit to act with mutual loyalty. The Client expressly agrees, by signing these terms, not to engage in or be complicit in acts of unfair competition, parasitism, or industrial espionage against Central Test.

The Client agrees to provide Central Test with all necessary information and to actively cooperate to ensure the proper execution of these terms.

The Client guarantees that all information provided to Central Test is accurate, up-to-date, and sincere, and does not contain any misleading or deceptive elements.

19. RIGHT OF ACCESS AND RECTIFICATION

The personal data relating to Clients and Participants are collected, recorded, and stored in accordance with the provisions of the Law on Information Technology, Data Files, and Civil Liberties of January 6, 1978. Clients and Participants have the right of access and rectification as provided by law, which can be exercised with Central Test or, for Participants, with the Clients of Central Test administering online Evaluations.

20. FORCE MAJEURE

Force majeure in contractual matters occurs when an event beyond the control of the debtor, which could not have been reasonably foreseen at the time of the contract's conclusion and whose effects cannot be avoided by appropriate measures, prevents the debtor from fulfilling its obligation.

In such a situation, Central Test shall not be held responsible towards the Client for any possible suspension or interruption of the service due to a force majeure event.

The occurrence of a force majeure event entitles the Party affected by the event to suspend the performance of its obligations.

If the impediment is temporary, the performance of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the impediment is permanent, the contract is terminated by operation of law, and the Parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

Events considered as force majeure include, but are not limited to, those usually recognized by the jurisprudence of the French Court of Cassation and/or under Article 1218 of the French Civil Code, such as total or partial strikes, internal or external to the company, weather disturbances, earthquakes, fires, exceptional weather conditions, floods, seismic events, legal or regulatory changes in marketing forms, computer failures, telecommunication blockages, civil wars, riots.

The Party affected by the occurrence of a force majeure event shall endeavor to notify the other Party as soon as possible in writing, describing the characteristic elements of the force majeure event that has occurred, and indicating the expected duration of the situation.

21. NON-WAIVER

The fact that one of the Parties does not invoke a breach by the other Party of any of the obligations or clauses mentioned in the General Terms and Conditions, whether permanently or temporarily, shall in no way be considered a waiver of said obligation or clause.

The invalidity of one or more clauses of the General Terms and Conditions does not entail their nullity.

In case of difficulty in interpreting any of the titles preceding the clauses and any of these clauses, the titles shall be declared non-existent.

22. EARLY TERMINATION

In case of a serious breach of one of its contractual obligations by one of the Parties, the other Party may send an email or a registered letter with acknowledgment of receipt, requesting that it fulfill its commitments, hereinafter referred to as the "Notification".

If, at the end of the period mentioned in the Notification, the defaulting Party refuses to fulfill its contractual obligations, the complaining Party may, at its discretion, terminate the contract by sending an email or a registered letter with acknowledgment of receipt.

Regardless of the reason for the termination of the contract:

- All amounts remaining due by the Client to Central Test will become immediately payable, and the Client remains liable for the payment of all Evaluations and related Services until the effective date of the end of the contract, and more generally for the payment of all invoices due to Central Test and not yet settled;
- Access to the Services for the Client will be stopped.

23. EVIDENCE AGREEMENT

The data and information collected by Central Test during the conclusion of the contract, including the acceptance of the contract, or the activation of access to the Evaluations and related Services, or during access to the client area, as well as connection data, navigation data, download data, and more generally the use of the Platform, may be retained by Central Test as evidence. The archiving of this data by Central Test is carried out on

a reliable and durable medium. This information and data will be deemed valid evidence between the Parties until proven otherwise.

In this regard, the Client is informed that Central Test may collect IP addresses and connection data from the computer equipment accessing the Services, particularly for the purpose of access control, compliance with Central Test's rights, and as proof of the execution and/or any violation of the contract or Central Test's rights.

24. APPLICABLE LAW

The General Terms and Conditions are subject to the application of French law. They are written in the English language. In the event that they are translated into one or more languages, only the English text will be considered authoritative in the event of a dispute regarding the meaning of a term or provision.

In the event of a dispute regarding the General Terms and Conditions, Central Test and the Client shall promptly consult with each other, at the request of the most diligent Party, in an effort to reach an amicable resolution in a spirit of loyalty and good faith.

If the Parties fail to reach an amicable resolution, Central Test and the Client shall submit the dispute regarding the validity, interpretation, and execution of the General Terms and Conditions to the Commercial Court of Paris, even in cases of summary proceedings, third-party claims, or multiple defendants.

Data Processing Addendum ("DPA")

0. DEFINITIONS

Unless otherwise defined herein, all capitalized terms in this DPA have the meaning given to them in the General Terms and Conditions of Sale. The following terms have the following meanings in this DPA:

- **"Applicable Data Protection Law"**: all applicable laws and regulations of the European Union, the member states of the European Union, and the United Kingdom protecting the fundamental rights and freedoms of individuals, particularly the right to privacy concerning the Processing of Personal Data, including but not limited to the GDPR and UK GDPR, as these laws and regulations are amended, extended, and re-enacted from time to time;
- **"GDPR"**: Regulation (EU) 2016/679 on the protection of natural persons concerning the processing of personal data and on the free movement of such data (General Data Protection Regulation);
- **"Controller," "Data Subjects," "Personal Data," "Processing/Processing," "Processor," and "Supervisory Authority"**: these terms have the same meaning as in the GDPR;
- **"Security Breach"**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed;
- **"Standard Contractual Clauses"**: any standard data protection clauses adopted or approved by the European Commission or another competent authority in accordance with Applicable Data Protection Law, available in Appendix 4;
- **"Sub-processor"**: a Processor engaged by Central Test to perform specific Processing activities for the Client;
- **"GTC"**: the General Terms and Conditions of Sale of Central Test agreed upon by the Parties;
- **"Third Countries"**: any country outside the European Economic Area ("EEA").

1. GENERALITIES

- 1.1. This DPA is an addendum to the General Terms and Conditions of Sale and applies solely to any Processing of Personal Data by Central Test as a Processor on behalf of the Client, who acts as the Controller as described in Appendix 1 of the DPA. This DPA amends and supplements the General Terms and Conditions of Sale. Central Test may amend this DPA under the same terms and conditions applicable to modifications of the General Terms and Conditions of Sale.
- 1.2. The following documents form an integral part of this DPA: (i) this document and (ii) any document attached to this DPA that is labeled as a "DPA Appendix." Any reference to the DPA is deemed to include a reference to said documents.
- 1.3. For clarity, this DPA will apply to any Processing of Personal Data by Central Test as a Processor on behalf of the Client as the Controller in the context of the Services under the contract, unless the Parties have explicitly agreed on other contractual arrangements related to said Processing of Personal Data.

2. PROCESSING OF PERSONAL DATA

- 2.1. Central Test processes Personal Data on behalf of the Client in accordance with the Client's instructions provided through the use of the Services and as specified in Appendix 1 of the DPA. Information on the Processing of Personal Data is detailed in Appendix 1 of the DPA.
- 2.2. The Client must ensure that Central Test can legally process Personal Data on behalf of the Client in accordance with this DPA for the execution of the Contract. When required by the Applicable Data Protection Law, the Client must ensure that the Data Subjects have given their consent to the Processing and have been informed.
- 2.3. The Client's instructions for the Processing of Personal Data must comply with the Applicable Data Protection Law. If Central Test believes that an instruction from the Client violates the Applicable Data Protection Law, it will inform the Client without delay. Central Test will be entitled to suspend the execution of this instruction until the Client confirms or modifies it. Central Test is not obligated to actively verify whether the Client's instructions comply with the Applicable Data Protection Law.
- 2.4. Central Test may be legally required, under applicable laws and regulations, to disclose Personal Data it processes to third parties such as authorities. If this is the case, Central Test will inform the Client to the extent permitted by applicable laws and regulations.

3. SECURITY AND CONFIDENTIALITY

- 3.1. Central Test will implement and maintain appropriate technical and organizational measures to protect Personal Data against destruction, loss, unauthorized access, or other forms of unauthorized or illegal Processing of Personal Data. These measures will ensure a level of security appropriate to the risks presented by the Processing and to the nature of the Personal Data to be protected, taking into account the state of the art and the cost of implementation. These measures include, but are not limited to, the measures listed in Annex 2 of the DPA. The Client understands and agrees that these measures are subject to change and Central Test is expressly authorized to implement alternative measures.
- 3.2. The Client has the exclusive responsibility to ensure that Participants use the Services in accordance with best security practices and the Applicable Data Protection Law. These practices include, but are not limited to, maintaining the confidentiality of all login or access credentials.
- 3.3. Central Test will ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. TRANSFER OF DATA TO THIRD COUNTRIES

- 4.1. Central Test will not transfer Personal Data to any Third Country, except to Central Test subsidiaries located in Madagascar and India. The subsidiary, responsible for business development and IT support, may access Personal Data as part of the services it provides in connection with the Services. The subsidiaries have signed standard contractual clauses (see SCC in the contractual data section of the platform) which ensure that Personal Data can be transferred in accordance with Data Protection Laws. The Client acknowledges having been informed and accepts that Central Test's subsidiaries are located in India and Madagascar, and may have access to Personal Data.
- 4.2. Upon written request from the Client, Central Test will provide an electronic copy of the standard contractual clauses signed with Central Test's subsidiaries within ten (10) working days.

5. RIGHTS OF DATA SUBJECTS

- 5.1. The Client informs the Data Subjects that it is the Data Controller and indicates where they can address their requests. Central Test will not be this point of contact. Central Test will endeavor, to the extent permitted by law, to immediately inform the Client if it receives a request from a Data Subject regarding access, inspection, data portability, correction (rectification), or deletion (erasure) of the Data Subject's Personal Data. Central Test will not respond to such requests from Data Subjects without the prior written consent of the Client.
- 5.2. Central Test will provide the Client with the cooperation and assistance necessary to enable Data Subjects to exercise any rights they may have under the applicable Data Protection Law, such as access, correction, deletion, and/or data portability. Central Test will only provide such cooperation and assistance at the Client's request and only to the extent that the Client cannot fulfill its obligations under the applicable Data Protection Law without the cooperation and assistance of Central Test.

6. DATA BREACH NOTIFICATION

- 6.1.** To the extent permitted by law, Central Test will notify the Client, without undue delay, of a Security Breach involving Personal Data processed on behalf of the Client under this DPA.
- 6.2.** Such notification will include at least: a) a description of the nature of the Security Breach, including, if possible, information to help the Client determine the categories and approximate number of Data Subjects affected, as well as the categories and approximate number of records of Personal Data concerned; b) information available to Central Test to assist the Client in determining the likely consequences of the Security Breach; and c) a description of the measures taken or proposed by Central Test to remedy the Security Breach, including, where appropriate, measures to mitigate any potential adverse effects.
- 6.3.** The Client is solely responsible for complying with any notification obligations regarding the Security Breach applicable to the Client. Central Test's performance of its obligation to report or respond to a Security Breach under this section does not constitute an acknowledgment by Central Test of any fault or liability with respect to the Security Breach.

7. SUB-PROCESSORS

- 7.1.** Central Test may engage Sub-processors to carry out the Processing of Personal Data on behalf of the Client in connection with the Services provided by Central Test to the Client. The Client hereby grants Central Test a general written authorization to engage any Sub-processor for the Processing of Personal Data. Central Test may only engage a Sub-processor if it has imposed, in writing, the necessary responsibilities and obligations on the Sub-processor as required by Article 28 of the GDPR. Central Test may refer or designate other Sub-processors in accordance with this section. Central Test will notify the Client by email at least six weeks in advance of any changes to the list of Sub-processors (List available in the contract documents menu on the platform). The Client may object to a Sub-processor by exercising its termination rights under the contract. If the Client does not terminate the contract within this period, the Client is deemed to have accepted the concerned Sub-processor. When the Sub-processor fails to meet its data protection obligations, Central Test remains fully liable to the Client for the performance of its obligations under this DPA.

8. INFORMATIONS AND AUDITS

- 8.1.** If the Client reasonably determines that an audit or inspection of the technical and organizational measures at Central Test's premises is necessary to verify compliance with this DPA in an individual case, the Client shall have the right to conduct such an audit or inspection provided that the audit or inspection is carried out (i) during normal business hours, and (ii) without interfering with Central Test's business operations, (iii) with at least 30 days' prior notice and after consultation with Central Test, (iv) subject (if not already covered by the contract) to the signing of a confidentiality agreement, and (v) no more than once per year. The Client shall bear its own expenses and reimburse Central Test for any internal resources required for the audit. Such an audit or inspection shall be conducted by the Client or by an inspection authority composed of independent persons with the necessary professional qualifications chosen by the Client. The Client shall provide Central Test with a copy of the audit report immediately after the verification or inspection.
- 8.2.** The Client agrees to cooperate jointly with Central Test with the Supervisory Authorities. Central Test shall reasonably permit and contribute to audits and inspections conducted by the Supervisory Authorities. The Client shall immediately inform Central Test of any audits and inspections planned by the Supervisory Authorities.
- 8.3.** Central Test shall provide, upon written request, all information and assistance that the Client may require to comply with the applicable Data Protection Law, including to carry out data protection impact assessments. Central Test shall only provide such information and assistance if the Client cannot fulfill its obligations under the applicable Data Protection Law without the information and assistance from Central Test.
- 8.4.** Central Test may request the Client to sign a reasonable confidentiality agreement before complying with its obligations under this article.

9. RETURN OF PERSONAL DATA

- 9.1.** Upon termination of any Service, the Client's right to access or use the relevant Service immediately ceases, and Central Test has no obligation to retain any associated Personal Data. The Parties agree that in such a case, Central Test must, at the Client's choice, either return all Personal Data to the Client or destroy/delete all Personal Data, unless applicable laws and regulations prohibit this. If the Client does not make such a choice, Central Test may delete the Personal Data 30 days after the end of the Service. The return of Personal Data by Central Test may be carried out by allowing the Client to access the Personal Data via the Central Test API.
- 9.2.** Upon the Client's request and after the termination of the Service, Central Test shall certify in writing to the Client that all copies of the Personal Data have been permanently destroyed or returned to the Client.

Appendix 1 DPA: Information on the Processing of Personal Data

1. Information on the Processing of Personal Data on the Platform

1.1. General Provisions

All information on the Processing of Personal Data under this Article 1 pertains solely to the Platform and the Services provided.

1.2. Nature and Purpose of Processing

The Client agrees to use the Platform and the Services provided only for the purposes defined in the General Terms and Conditions of Sale (7.3 Scope of Use of Services). Central Test commits, on behalf of the Client, to process Personal Data within the framework of the Platform and the Services provided in accordance with the Contract.

1.3. Data Subjects

The Processing of Personal Data detailed in this Article 1 will concern the following Data Subjects:

- Applicants of the Client, potential applicants, candidates, and potential candidates (hereinafter collectively referred to as "*Participants*");
- Employees of the Client (hereinafter referred to as "*Evaluators*").

1.4. Categories of Personal Data

Central Test will process, on behalf of the Client, the following categories of Personal Data related to Participants and Evaluators:

- Name, First Name, Title;
- Email address for identification and password;
- Identification number(s);
- Photos;
- Personal contact data (phone, email);
- Professional life data (CV);
- Evaluation or scoring data;
- Video or audio interview data;
- Connection data (IP address, logs, timestamp information, cookies, trackers, navigation data, audience measurement).

1.5. Others

Central Test will only process the aforementioned Personal Data to the extent that it pertains to the Services, except when the Personal Data has been anonymized and is used to improve the Services.

Appendix 2 DPA: Technical and Organizational Measures

The following is a non-exhaustive list of technical and organizational security measures taken and implemented by Central Test :

Quality Assurance: Central Test has implemented quality assurance processes for the platform. These processes include automated tests and manual pre-deployment testing of features and bug fixes.

Code Review: All new code for the Platform is reviewed by at least one senior developer before being put into production. The review includes verifying the use of secure coding practices.

HTTPS: This encryption is used for all personal data transfers via the Platform on the Web.

Password Storage: All passwords for the Platform are stored using an industry-standard hashing algorithm.

Penetration Testing: A specialized third-party penetration tester will regularly test the security of the Platform as provided in the contract.

Backups: All personal data on the Platform is backed up daily or continuously in increments.

Access Control: Employees receive access rights to personal data on the Platform only to the extent necessary for their role. Access rights are revoked when they are no longer needed.

Secure Data Centers: The Platform will only be hosted in data centers with a high level of security and availability, such as ISO 27001 certified data centers.

DDOS Protection: Central Test has implemented measures to protect the Platform's servers against layer 4 (and below) (D)DOS attacks.

Firewalls: The Platform's infrastructure is protected by one or more firewalls.

To ensure the internal technical infrastructure, governance, and management of IT security, as well as the assurance of processes and products, Central Test is in the process of obtaining ISO 27001 Certification, which is expected by the end of 2024.