



LGC Candidate Privacy Notice

LGC Limited is committed to protecting the privacy and security of your personal data.

This Global Candidate Privacy Notice (“**Candidate Privacy Notice**”) describes how LGC Limited and its subsidiaries and affiliated entities (collectively, “**LGC**”, “**we**”, “**us**” and/or “**our**”) collect and process personal data about you during the application and recruitment process. This Candidate Privacy Notice applies to job applicants only, but supplements and should be read together with the LGC Employee Privacy Notice and LGC Group Data Privacy & Processing Policy which applies to all personal data collected on our website(s).

For these purposes:

- **Personal Data** means any information that relates to you (the Data Subject) as an identifiable living individual (or data subject) – typical examples are given below but would include name, address, etc.;
- **Collection** means how we acquire your Personal Data; and
- **Processing** means the storage retention, use, accessing, correction, transfer and deletion of Personal Data, whether by automated electronic means (on computer) or in a structured paper filing system.

This Candidate Privacy Notice describes the categories of Personal Data that we collect, how we use your Personal Data, how we secure your Personal Data, when we may disclose your Personal Data to third parties, and at what stage and how we may transfer your Personal Data outside of the country from which it was collected. This Candidate Privacy Notice also describes your rights regarding the Personal Data that we hold about you and how you can access, correct, and request deletion of your Personal Data.

We will only process your Personal Data in accordance with this Privacy Notice and as allowed by applicable law. In accordance with law, we take steps to ensure that the Personal Data we collect about you is adequate, relevant, not excessive, and is processed for lawful purposes.

Data Controller

The data controller responsible for your Personal Data is the LGC Limited. In the event that you become employed, LGC Limited will share this personal data with any LGC Group Company by whom you may be employed or otherwise. For example, if you work in an LGC role in Germany, your LGC employing entity may be LGC Beteiligungs GmbH.

Collection of Personal Data

For purposes of this Candidate Privacy Notice, Personal Data means any information about an identifiable individual collected in connection with the application and recruitment process.

We may collect Personal Data directly from you, as a job applicant, or may receive Personal Data from third parties, for example, via forms you submit to us on our website or job application portal in connection with a background, employment, or reference check, subject to your consent where required by law. We may collect, store, and process the following categories of Personal Data in connection with our recruiting and interview process:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses
- Work history and other relevant experience
- Education information
- Information collected during phone screenings and interviews
- Details regarding the type of employment sought, desired salary, willingness to relocate, job preferences, and other information related to compensation and benefits
- Reference information and information received from background checks, where applicable, including information provided by third parties such as recruiters
- Information related to previous applications to LGC
- Immigration-related information, visa status, citizenship, and related family status
- Any additional personal details that you otherwise voluntarily provide to us

The provision of full and complete information in support of a job application is necessary for selection purposes.

Use of Personal Data

We will only process your Personal Data when permitted by applicable law to do so and in connection with carrying out our application and recruitment process. We may process your Personal Data for the following purposes:

- Identifying and evaluating job applicants, including assessing skills, qualifications, and interests.
- Verifying your information and carrying out employment, background, and reference checks, where applicable, subject to your consent where required by applicable law
- Communicating with you about the recruitment process and your application
- To demonstrate job applicants' agreement to, or acceptance of, documents presented to them, e.g., pre-employment agreements, acknowledgment of employment applications, and offer letters
- Keeping records related to our hiring processes
- Creating and submitting reports as required by applicable laws, regulations, or court orders
- Analysing and improving our application and recruitment process
- To comply with our legal, regulatory, or other corporate governance requirements
- Complying with applicable regulations, legal processes, corporate governance requirements, or enforceable government requests, as well as local, state, and federal law, regulations, ordinances, guidelines and orders
- To protect the rights and property of LGC, other job applicants, employees or the public as required or permitted by law

We will store the Personal Data we collect about you for no longer than necessary for the purposes set out above and in accordance with our legal obligations and legitimate business interests. In addition to using your Personal Data for the position for which you have applied, we may retain and use your Personal Data to inform you about and consider you for other positions that may be of interest to you. If you do not want us to consider you for other positions or would like us to remove your Personal Data from our Applicant Tracking System, you may contact us at human.resources@lgcgroup.com.

We will only process your Personal Data for the purposes outlined in this Privacy Notice. If we wish to process your Personal Data for an unrelated purpose, we will provide notice to you and, if required by law, will seek your consent.

You will not be subject to decisions based on automated data processing without your prior consent.

There are instances where we require your Personal Data in order to employ you or interact with you in other ways. These instances may be so we can enter into and perform the contract with you, or so it can comply with applicable law. Therefore, we must inform you that if you do not provide the Personal Data required for these certain purposes, we may not be able to enter into a contract, or perform the contract we have in place, with you, meaning we would not be permitted to offer you employment or otherwise engage with you.

Collection and Use of Sensitive Personal Data

The following categories of Personal Data may be considered especially sensitive under the applicable law and any handling of such data will require enhanced technical and organisational safeguards and specific legal basis:

- Race or ethnic origin
- Political opinions
- Religious, philosophical, or moral beliefs
- Trade union membership
- Social welfare, gender, or sexual orientation
- Physical or mental health or condition
- Unlawful or objectionable conduct, criminal charges, or convictions
- Biometric information
- Genetic data

We may collect and process the following categories of sensitive or special category Personal Data voluntarily provided by you for the following purposes, to carry out our obligations as permitted by applicable law:

- Physical or mental health or condition or disability status to determine appropriate workplace accommodations and evaluate fitness for a particular position or for the provision of benefits
- Family and/or marital status and limited health information required to process an employee's request to apply for supplemental health insurance or other optional benefits for the employee and/or related persons
- Race or ethnic origin to ensure meaningful equal opportunity monitoring and reporting
- Unlawful or objectionable conduct, criminal charges, or convictions to evaluate fitness for a particular position

Where we have a legitimate need to process your sensitive Personal Data for purposes not identified above, we will only do so where this is lawful or after providing you with notice and, if required by law, obtaining your prior, express consent.

Data Sharing

We will only disclose your Personal Data to third parties where required by law or to our employees, contractors, designated agents, or third-party service providers who require such information to assist us with administering the application and recruitment process, including third-party service providers who provide services to us or on our behalf. We may use third-party service providers for various purposes, including, but not limited to, obtaining employment verification and background checks. These third-party service providers may be located outside of the country in which you live or the country where the position you have applied for is located.

We require all our third-party service providers, by written contract, to implement appropriate security measures to protect your Personal Data consistent with our policies and any data security obligations applicable to us. We only permit them to process your Personal Data for specified purposes in accordance with our instructions.

Cross-Border Data Transfers

In accordance with applicable law, we may transfer your Personal Data to other jurisdictions that may not provide the same level of data protection as your home country, but we will do so, only as necessary to perform our recruitment purpose. If you are located in the European Economic Area (EEA) or the UK, we do so only having ensured your data is shared using standard contractual clauses approved by the European Commission ("**SCCs**") or the International Data Transfer Agreement approved by the UK Government ("**IDTA**") if the country to which we are sending your Personal Data does not have adequate privacy controls according to the European Commission or UK Government. In certain circumstances, we may also seek your consent, to secure the transfer of your Personal Data to other jurisdictions. If you would like more detailed information on when we transfer your Personal Data internationally, including if you would like to see a copy of any relevant executed SCCs or IDTA, you can contact us using the contact details provided in this Privacy Notice.

Data Security

We have implemented physical, technical, and organisational security measures designed to secure your Personal Data against accidental loss and unauthorised access, use, alteration, or disclosure. In addition, we limit access to Personal Data to those employees, agents, contractors, and other third parties that have a legitimate business need for such access and are bound to a contractual and/or professional duty of confidentiality. All personal data we collect will be stored on secure servers.

Data Retention

Except as otherwise permitted or required by applicable law, we will retain your Personal Data only for as long as necessary to fulfil the purposes for which it was collected. Typically, unsuccessful candidate data is deleted after a period of 1 year, unless you have requested we keep your details on file for any future roles.

In cases where we have no ongoing legitimate business need to process your Personal Data, we will either delete your Personal Data or, anonymize your Personal Data so that it can no longer be associated

with you. We reserve the right to use such anonymous and de-identified data for any lawful purpose without further notice to you or your consent.

If you are offered and accept employment with LGC, the Personal Data we collected during the application and recruitment process will become part of your employment record and we may use it in connection with your employment consistent with our LGC Employee Privacy Notice and LGC Group Data Privacy & Processing Policy.

Once you are no longer an employee of LGC, we will securely retain and/or destroy your Personal Data in accordance with applicable laws and regulations.

Rights of Access, Correction, Deletion, Transfer and Objection

It is important that the Personal Data we hold about you is accurate and current. Please keep us informed if your Personal Data changes during the application and recruitment process. By law, you may have the right to request access to and correct the Personal Data that we hold about you, or to object to or restrict the processing of your Personal Data in certain circumstances or to transfer the data in accordance with your direction.

If you wish to review, verify, correct or request deletion of your Personal Data, object to or restrict the processing of your Personal Data, or request that we transfer a copy of your Personal Data to another party, we would ask you to contact: LGC.DPO@TLT.com

We may request specific information from you to help us confirm your identity and your right to access and provide the Personal Data that we hold about you or make your requested changes. Applicable law may allow or require us to refuse to provide you with access to some or all of the Personal Data that we hold about you, or may have destroyed, deleted, or made your Personal Data anonymous in accordance with our record retention obligations and practices. If we cannot provide you with access to your Personal Data, we will inform you of the reasons why, subject to any legal or regulatory restrictions.

Right to Withdraw Consent

Where you have provided your consent to the collection, processing, and transfer of your Personal Data, you have the legal right to withdraw your consent. To withdraw your consent to processing of your Personal Data, if applicable, email: LGC.DPO@TLT.com

Data Protection Lead/ Officer

We have appointed a Data Protection Lead in the LGC Legal Compliance Team to coordinate LGC's Data Privacy practice and have also appointed a Data Protection Officer. If you have any questions about this Privacy Notice or how we handle your Personal Data, or if you would like to exercise any of the rights detailed above in relation to your Personal Data, please contact our Data Protection Officer at TLT LLP, 20 Gresham Street, London EC2V 7JE ; LGC.DPO@TLT.com.

If you are unsatisfied with our response to any issues that you raise, you may have the right to make a complaint to your local supervisory authority, such as the UK's Information Commissioner's Office (ICO Registration Number: Z7494404) or one of the German Regional Supervisory Authorities. However, if you do have any issue or concern, we would encourage you to contact LGC's Data Protection Lead in the first instance by email to LGC.DPO@TLT.com

Changes to This Candidate Privacy Notice

This Privacy Notice may be modified from time to time, at our discretion and without prior notification to you. Changes to this Privacy Notice can be found on this page and will be effective immediately upon posting to this Site.

California Rights Addendum

This California Rights Addendum (the “**Addendum**”) supplements LGC’s Global Candidate Privacy Notice and supports compliance with the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, the “**CPRA**”), and this Addendum solely applies to you if you are a covered person who resides in the State of California in the United States of America.

In the event of a conflict between the terms of this Addendum and the rest of the Global Candidate Privacy Notice, this Addendum shall take precedence for California residents. Capitalised terms not defined herein shall have the meanings set forth in the California Consumer Privacy Act.

1. Key Definitions under the CCPA and CPRA

For purposes of this Addendum, the term “**personal information**” includes “**sensitive personal information**” such as social security number, driver license number, state identification card, passport number, financial data, genetic data, biometric data, precise geolocation, and racial and ethnic origin, content of consumer communications (email, mail, or text) unless the business is the intended recipient, genetic data, and information collected concerning a consumer’s health, sex life, or sexual orientation, commission or alleged commission of crime or related proceedings, and/or financial information. Any terms used but not defined herein have the meanings assigned to them under the CPRA.

In any event, under the CPRA, personal information (including sensitive personal information) generally does not include (i) publicly available information from government or other publicly available records, (ii) de-identified or aggregated information, or (iii) any other information excluded under applicable law.

2. Your Privacy Rights

As of January 1, 2023, the CPRA provides California residents (referred to as “**you**” herein) with specific rights regarding their personal information, subject to certain legal limitations and exceptions. The existing and new rights available to California job applicants include the following:

- **Right to know what categories of personal information** being collected or that an employer holds about you. Specifically, you have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months (the “right to know”). In response to your verified request, we will disclose to you:
 - a. The categories of personal information we collected about you;
 - b. The specific pieces of personal information we collected about you;
 - c. The categories of sources from which we collected personal information about you;
 - d. The purpose(s) for which we use that personal information; The categories of third parties with whom we share that personal information, including identifying the personal information categories that each category of recipient obtained; and
 - e. The categories of information that the business sells or discloses to third parties.
- **Right to access the personal information** in a portable and usable format,
- **Right to delete personal information** (subject to certain exceptions, including to comply with a legal obligation),
- **Right to correct inaccurate personal information,**
- **Right to know what personal information is sold or shared with third parties** (i.e., disclosure for monetary or other compensation where there is not a written agreement restricting the other party’s use of the data),
- **Right to opt-out of sale or sharing of personal information,**
- **Right to limit use and disclosure of sensitive personal information** to specific business purposes or limited disclosures, and
- **Right to no retaliation following opt-out or exercise of their CPRA rights.**

If we receive a request from a job applicant to exercise one of the above rights, we will be required to honour the request within 45 days (which may be extended for up to an additional 45 days under certain circumstances), unless an exception applies.

3. Categories of Personal Information We Collect

This section sets forth the categories of “personal information” (as such terms are defined under the CPRA) that we may collect about you when you enquire about and/or apply for employment at LGC. We have collected the following categories of personal information in the preceding twelve (12) months from one or more job candidates for the purposes identified below:

A) Personal Information

Personal Information Category	Business Purpose(s)
Identifiers (including name or alias, home address, telephone number, or email address)	Used to process and manage interactions and transactions with job applicants, service providers, contractors, and third parties; provide and perform marketing and support; maintain security of personnel and company and employee property and facilities; perform human resource functions and employment training; fulfil legal obligations of the company; and manage employment and administer benefits.
California Customer Records Statute (including signature, education, employment history, bank account number, or any other financial information, medical information, or health insurance information, etc.) <i>Note: Some personal Information included in this category may overlap with other categories.</i>	Used to implement diversity and inclusion programs and to comply with applicable laws; perform human resource functions, including hiring and interviewing job candidates; and manage employment and administer benefits and payroll.
Protected classification characteristics under California or federal law (such as race, national origin, religion, gender, age, sexual orientation, medical conditions, citizenship, disability, military or veteran status, request for family and medical care leave, and request for pregnancy disability leave)	Used to implement and improve our diversity and inclusion programs and to comply with applicable laws, such as the reporting requirements of the Federal Equal Employment Opportunity Act; to perform human resource functions; and manage employment and administer benefits, reasonable accommodations, and leaves of absence.
Professional or employment-related information (such as work history, prior employer, human resources data, and data necessary for administering benefits and related administrative services)	Used to establish, manage, or terminate the employment relationship or manage the post-employment relationship, administer health and Workers' Compensation insurance programs; and comply with applicable laws.
Non-public education information (such as Non-publicly available educational information as defined under the Family Educational Rights and Privacy Act (FERPA) and related regulations, such as a grade point average, report card, and school transcript)	Used to the extent that educational information is relevant to interviewing and hiring qualifications for employees, interns, and contractors and as may be necessary for a tuition reimbursement program.

B) Sensitive Personal Information

We do not collect or process sensitive personal information or characteristics of protected classifications for the purpose of inferring characteristics about job applicants.

4. We Do Not Sell or Share Your Personal Information

We do not sell (as that term is defined under the California Privacy Rights Act (CPRA)) your personal information to third parties. This means that we do not sell, rent, share, or otherwise disclose your personal information to third parties in exchange for monetary or other valuable consideration.

5. Disclosure of Personal Information for a Business Purpose

We may share your personal information by disclosing it to a third party for a business purpose. We only make these business purpose disclosures under written contracts that describe the purposes, require the recipient to keep the personal information confidential, and prohibit using the disclosed information for any purpose except performing the contract.

During the past 12 months, we have only disclosed for our business purposes the categories of personal information listed above to the following categories of third parties:

- affiliates and subsidiaries;
- service providers;
- professional advisors; and/or
- entities to which you have consented to the disclosure or as we are otherwise required by law or legal process to do so.



APPLICANT ARBITRATION AGREEMENT

By entering into this Arbitration Agreement (the “Agreement”), I (“Applicant”) and LGC¹ (the “Company”) understand and agree that any dispute, claim or controversy between Applicant, on the one hand, and LGC or any of its current, former, and future directors, officers, employees, agents, managers, shareholders, on the other hand, whether initiated by Applicant or LGC, based on, arising out of, or which arose out of or in any way relate to recruitment, applications for employment, decisions on applications or for employment, and the hiring, application, and/or recruitment processes (as set forth in Section 3 below), except those excluded below, will be resolved by final and binding arbitration as set forth in this Agreement. Applicant and the Company shall be referred to as the “Parties” or, individually, as a “Party.” In consideration of the Company’s consideration of Applicant’s application for employment with the Company and the mutual benefits set forth in Section 1, the Parties agree as follows:

1. Intent of Agreement.

The Parties acknowledge that arbitrating the Parties’ Covered Claims (as defined in Section 3) will save the Parties time and resources as opposed to litigating their Covered Claims in court. The Parties further acknowledge that arbitrating the Parties’ Covered Claims will provide the opportunity to select a neutral arbitrator. The Parties’ mutual consideration and the mutual benefit to the Parties in this Agreement is that the Parties will forego their right to litigate their Covered Claims in a court such that their Covered Claims will be sent to arbitration.

The Parties intend that the Agreement will govern the resolution of all current, pending, prior, or future Covered Claims arising out of or relating to any aspect of Applicant’s application for employment.

The Parties intend for the Agreement to be enforceable under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (“FAA”). If the FAA does not apply, the laws of the state where the Applicant applied for employment with the Company shall govern.

The arbitrator will determine waiver and issues of arbitrability. However, a court of competent jurisdiction shall have exclusive authority to resolve whether the Class, Collective, and Representative Action Claims Waiver in Section 5 is enforceable.

2. Binding Arbitration.

The Parties agree that all current, pending, prior, or future Covered Claims between the Parties or anyone acting on the Company’s behalf (including any Applicant, officer, director, or agent), arising out of, resulting from, or relating to any aspect of Applicant’s employment or termination, including any breach of this Agreement, shall be subject to binding arbitration as set forth in the FAA.

If the FAA does not apply, the laws of the state where the Applicant applied for employment with the Company shall govern.

The Parties do not dispute that this Agreement and any Covered Claim is subject to the FAA. The Parties understand that this Agreement applies to Covered Claims that the Company may have against Applicant and those that Applicant may have against the Company.

3. Covered Claims.

Except for Excluded Claims defined below, this Agreement to arbitrate covers all disputes, claims, controversies, causes of action, grievances, complaints, charges, allegations, and other matters in dispute in a federal, state, or local court or agency under applicable federal, state, or local laws, arising out of or relating to recruitment, applications for employment, decisions on applications or for employment, and the hiring, application, and/or recruitment processes (the “Covered Claims”).

¹ For purposes of this Agreement, “LGC” or the Company includes any and all of its former, existing, and future subsidiaries, parent companies, affiliates, predecessors, successors, and assigns.

The Covered Claims include, but are not limited to, claims for breach of contract or covenant; tort claims; claims for wrongful termination; claims for discrimination, retaliation, or harassment; and claims for violation of federal, state, or other governmental law, statute, regulation, or ordinance. Including, without limitation, claims arising under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act (ADA); the Equal Pay Act; the Fair Labor Standards Act (FLSA); the Age Discrimination in Employment Act (ADEA); the Family and Medical Leave Act (FMLA); the Worker Adjustment and Retraining Notification Act (WARN); tort claims, breach of any contract or covenant (expressed and implied); and any similar federal, state, or local law or regulation governing discrimination, wages, retaliation, harassment, leaves of absence, or other employment-related matters.

The Parties intend for Covered Claims to include any claim that is not an Excluded Claim.

4. Excluded Claims.

“Excluded Claims” are claims:

- a. under the National Labor Relations Act;
- b. that are representative claims under state law that are non-arbitrable by statute;
- c. under any state’s Workers’ Compensation Act;
- d. for unemployment compensation benefits;
- e. for benefits under a plan governed by the Employee Retirement Income Security Act of 1974;
- f. subject to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act; or
- g. that are prohibited from arbitration under applicable law.

Nothing in this Agreement prohibits:

(x) Applicant from engaging in concerted activities under Section 7 of the NLRA or filing an unfair labor charge with the National Labor Relations Board;

(y) Applicant from making a report to or filing a claim or charge with the U.S. Equal Employment Opportunity Commission or equivalent state agency, or a charge or complaint of retaliation under the Sarbanes-Oxley Act or Dodd-Frank Act with the Department of Labor or Securities and Exchange Commission respectively, or a similar administrative charge, claim, or complaint with any federal, state or local government agency, office or official (“Government Complaint”); or

(z) any agency from investigating a Government Complaint or from pursuing legal action on Applicant’s behalf (to the extent permitted by applicable law).

5. Waiver of Class, Collective, and Representative Action Claims.

Except for Excluded Claims, the Parties agree that:

- a. class action, collective actions, and representative action procedures are waived and shall not be asserted, nor will they apply, in any arbitration;
- b. the Parties will not assert or participate in any class action, collective action, or representative claims against the other Party in arbitration, court, or other judicial forum;
- c. the Parties shall only submit their individual claims in arbitration and will not seek to represent the interests of any other person; and
- d. nothing in this Agreement shall be interpreted as any Party’s intent to arbitrate claims on a class, collective, or representative basis.

If the Parties' claims involve both timely filed Excluded Claims and Covered Claims, the Parties agree to stay the Excluded Claims for the duration of the arbitration relating to the Covered Claims.

6. Procedure.

a. Arbitration shall be administered by either the Judicial Arbitration & Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA"), as mutually agreed by the Parties, pursuant to the applicable Employment Arbitration Rules & Procedures of the selected organization (the "Rules"). Applicant may obtain a copy of the Rules from the applicable administrator's website (www.adr.org/rules-forms-and-fees/employment or <https://www.jamsadr.com/rules-employment-arbitration>) or by contacting them directly. The Rules are incorporated by reference.

b. The arbitration must be commenced: (i) within the applicable statute of limitations; and (ii) by a written demand for arbitration containing the same detailed statement of facts as if the initiating Party were filing a complaint in court.

The arbitration will be before a neutral arbitrator, who shall have the power to decide, among other things, any motions brought by any Party, including motions for sanctions, motions for summary judgment and/or adjudication, motions to dismiss, and demurrers, applying the standards set forth under applicable federal or state procedural law.

The arbitrator may grant injunctions and all other relief that would be available in court.

c. The Parties shall conduct an exchange of non-privileged documents and information as set forth in the Rules. Consistent with the expedited nature of arbitration and the Parties' desire to preserve time and resources, each Party is limited to: (i) two depositions of non-expert witnesses; (ii) one deposition of an expert witness; (iii) ten total interrogatories propounded on an opposing Party; and (iv) twenty total requests for documents propounded on an opposing Party.

Although the Parties agree that this Section provides each Party with more than minimal discovery, the arbitrator has the authority to expand discovery as needed to allow a fair exploration of the issues. The arbitrator will decide all discovery disputes.

d. The arbitrator shall issue the arbitration decision and/or award within 180 days of a Party initiating arbitration or an order compelling any Covered Claim to arbitration. Notwithstanding the 180-day period, the arbitrator may extend the deadline if: (i) the Parties stipulate in writing to an extension or (ii) the arbitrator finds that there are extenuating circumstances that warrant additional time to allow a fair exploration of the issues.

e. The arbitrator shall issue a written final decision or award that sets forth the legal and factual bases upon which the arbitrator made the decision. The Parties agree that the decision rendered by the arbitrator may be entered as a final and binding judgment in any court with jurisdiction. The Parties agree that the prevailing party in arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award.

f. With respect to arbitration costs, Applicant shall only pay a filing fee equivalent to the amount required to initiate a civil action in the state where the Applicant applied for employment. The Company will timely pay all remaining administrative, filing, and arbitrator's fees unique to arbitration

The Parties shall pay for their respective costs and attorneys' fees. However, if any Party prevails on a statutory claim that affords attorneys' fees and costs, or if there is a written agreement providing for such fees, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party to the extent the award is allowed by law.

g. The arbitrator shall conduct arbitration in accordance with the FAA and apply the substantive federal or state law of the jurisdiction where the Applicant applied for employment, including applicable remedies.

h. The arbitration shall take place in or near the county and state where the Applicant applied for employment with the Company, or another mutually agreed location. The arbitrator shall resolve any location disputes.

7. Remedy.

Except as provided by this Agreement, arbitration shall be the sole, exclusive, and final remedy for any Covered Claim.

8. Administrative Relief.

The Parties understand that this Agreement does not prohibit any Party from pursuing or participating in a Government Complaint.

Notwithstanding the right to administrative relief, this Agreement expressly precludes the Parties from pursuing a court action against the other Party regarding any such claim, except as permitted by law.

9. Jury Trial Waiver.

The Parties understand that they are giving up their constitutional right to have a jury trial in state or federal court and their normal appeal rights following the rendering of a decision, except as permitted under the FAA or applicable state law.

The Parties will gain the benefits of a speedy and less expensive dispute resolution procedure and this Agreement does not prevent the Parties from seeking injunctive relief (or any other provisional remedy) from a competent court with jurisdiction.

10. Governing Law; Personal Jurisdiction.

This Agreement shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §1 et seq. If the FAA does not apply, the laws of the state where the Applicant applied for employment with the Company shall govern. If any lawsuit is permitted, the Parties consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in the county and state where Applicant applied for employment with the Company.

11. Assignability.

The Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of the Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

The Parties do not intend to have any third-party beneficiaries to this Agreement, except as may be expressly stated. Any assignment in violation of this Section 11 shall be null and void and shall not be enforceable.

12. Severability.

If any provision or any portion is declared by a court or arbitrator to be unenforceable, this Agreement shall continue in full force and effect without said provision or portion.

13. Modification; Waiver.

This Agreement may only be amended in writing. A waiver of any breach does not constitute a waiver of any other or future breach.

14. Counterparts.

This Agreement may be executed in counterparts, each as effective as an original and together constituting a binding agreement.

Digital signatures are considered original signatures.

15. Entire Agreement; Full Integration.

This Agreement represents the entire agreement and understanding between the Parties concerning arbitration.

This Agreement supersedes and replaces all prior agreements and representations concerning arbitration.

No extrinsic evidence may be introduced in any judicial proceeding involving this Agreement.

16. Acknowledgments.

Applicant understands and agrees that Applicant is receiving this offer to participate in the Applicant Arbitration program because Applicant applied for a position with LGC.

Successful applicants who accept offers of employment will be covered by LGC's Employee Arbitration Agreement. However, if for any reason the Employee Arbitration Agreement is not applicable or is determined not to apply to a dispute, claim or controversy within the scope of this Arbitration Agreement, then this Arbitration Agreement shall continue in full force and effect and will apply to any such dispute, claim or controversy.

17. Voluntary Execution.

Applicant agrees that Applicant executed this Agreement voluntarily, without duress or undue influence. Applicant acknowledges that:

- a. Applicant has reviewed and received the opportunity to read this Agreement, and understands that this Agreement requires that disputes that involve the matters subject to the Agreement be submitted to arbitration;
- b. The Company has informed Applicant of the right to legal counsel in this Agreement's preparation, negotiation, and execution, and Applicant has either retained counsel or chosen not to do so;
- c. If Applicant is not fluent in English, the Company has offered to provide a translation of this Agreement in a language the Applicant understands;
- d. Applicant understands the terms, consequences, and waivers of this Agreement and its legal and binding effect.

I acknowledge that before agreeing to this Agreement I have had the opportunity and a reasonable period of time to review, consider, and discuss this Agreement with counsel of my choice, and to raise any questions I may have to LGC.

Please email any questions about this Arbitration Agreement to: human.resources@lgcgroup.com