



SSI PROFESSIONAL AGREEMENT

I hereby agree to be bound by the following SSI Professional Agreement ("Agreement") concluded with SSI International GmbH, Johann-Hoellfritsch-Straße 6, 90530 Wendelstein, Germany, info@diveSSI.com, Tel. +49-9129-909938-0 (SSI) and serviced by the local Service Center ("Service Center"):

- 1. Commitment to Professionalism and Ethics.** At all times while representing myself as an SSI Professional I will conduct my activities in a professional, competent, ethical and respectful manner. I will promote all SSI training programs (Swim, Snorkeling, Freediving, Recreational Scuba, Extended Range and/or Rebreather Diving) through active authorized SSI Dive Centers, Dive Schools, Dive Resorts, and Dive Boats.
- 2. Adherence to Training Standards.** I shall know and abide by the most recent SSI Training Standards and SSI Professional requirements for each course I am certified to teach. I understand that I am solely responsible for knowing and adhering to the most recent edition of all SSI Training Standards and SSI Professional requirements for each course I teach. Failure to teach in compliance with the most recent applicable SSI Training Standards constitutes a violation of this Agreement and may result in remediation, suspension, revocation, or non-renewal of my SSI Professional credentials. If I have a question or do not understand any SSI Training Standard(s) or requirements, then I shall seek clarification from the SSI Service Center that I am affiliated with.
- 3. Knowledge of Training Materials.** I am familiar with the SSI training materials for each course I am certified to teach and shall become knowledgeable of revisions and new materials as they are made available. I am competent and capable of performing all the skills required for certification for each course I am certified to teach. I shall maintain my professional skill level to teach each course I am certified to teach and if for any reason I am unable to perform any skills at a fully competent and professional level, especially rescue and resuscitation skills, then I shall refrain from teaching any course that may require those skills. I understand dive instruction is physically strenuous and it is my responsibility to maintain appropriate personal fitness to conduct dive instruction and supervision. If for any reason my physical, medical or mental condition prevents me from being professionally capable, knowledgeable and able to perform my responsibilities as a Professional, then I shall refrain from teaching and supervising diving.
- 4. Affiliation and Insurance.** As an SSI Professional, I must be affiliated with an active authorized SSI Dive Center, Dive School, Dive Resort or Dive Boat and shall maintain my Professional status with SSI through yearly renewals. Where required, I shall obtain Professional liability insurance listing SSI as an additional insured (where applicable) and shall provide SSI a copy of my insurance certificate. It is my responsibility to know and comply with all the terms, conditions, warranties and exclusion of my Professional liability insurance policy. I understand and agree that when teaching with an assistant to increase student ratios, the assistant must be a certified and an insured (where applicable) Professional. I am responsible for maintaining my skills and certifications in First-aid, CPR and Oxygen Provider.
- 5. Record Keeping and Certification.** I understand that I am solely responsible for determining that each student I certify has met all SSI training requirements for certification. I shall not certify anyone who has not met all the requirements for certification. I shall be fair, objective and honest when conducting student skills evaluations. It is my responsibility to inform students if they need additional skills development to be competent for certification. As the instructor of record for each student I certify, I am ultimately responsible for obtaining and verifying all the required student information, forms, documentation, academic records, skills development records and open water training records. I agree that all electronic records, documents and signatures have the same legal effect as if they were original paper documents.
- 6. MAP - Monitor Assessment Procedures (Quality Assurance).** I understand that I am obligated to report any violations of SSI Training Standards and SSI Professional requirements to the regional SSI Service Center. As an SSI Professional, I shall report all dive accidents and injuries of divers I am teaching, supervising or that I am responsible for in any manner to my professional liability insurance and the regional SSI Service Center.

I agree to comply with any quality compliance action as set forth in the most recent edition of the SSI Training Standards and SSI Professional requirements. I authorize SSI to release any quality compliance investigation and or action regarding me to any other dive training agency and or governmental law enforcement or regulatory agency. I authorize other training agencies that I am affiliated with to release any of such records regarding me to SSI. When conducting myself as an SSI Professional, I shall comply with all applicable governmental statutes, codes and regulations. If I am convicted of a crime of moral turpitude (i.e., dishonesty, corruption, conspiracy, sexual assault etc.) I shall refrain from teaching and supervising diving and SSI may terminate this Agreement in accordance with Section 9 below.



7. Data Protection. I agree that SSI as well as third parties involved in the performance of the Agreement (e.g. the Service Center, active authorized SSI Dive Center, Dive School, Dive Resort or Dive Boat for administrative purposes, financial service providers for rendering of any payments) may process my personal data (Name, Address, Photo, Date of Birth, Email Address, SSI Certification and Professional Number as well as Master ID, if necessary insurance information, information provided by me on my state of health, my certification number and a medical certificate) for the purposes of conducting my training, my certification and the administration of my membership as well as other purposes necessary for the performance of the contract.

I am aware that SSI may transfer the personal data mentioned above for administrative purposes (e.g. in case of diving accident/complaints) to companies involved in resolving the respective case or in the performance of the contract (e.g. insurance companies, public authorities, the Service Center or other companies affiliated with SSI), as far as this is necessary in order to fulfill the Agreement, comply with legal obligations or ensure legitimate interests. I am further aware that SSI might transmit the personal data mentioned above to companies and contractual partners outside of the EU/EEA in compliance with relevant data protection laws. I know that SSI will store and further process the above mentioned personal data for the purposes mentioned above using the online system managed by SSI ("MySSI", my.diveSSI.com), which is a mandatory prerequisite for any SSI certification due to security reasons.

The personal data will be retained by SSI for an unlimited time, to enable SSI to confirm the status of training and certification at any time. This means that in case of revocation of the consent for the processing of my personal data, no training can be done with SSI or taught by me and in case of deletion of my personal data based on my request, already obtained certifications become invalid.

I am aware that I have the right to know the personal data stored about me, the right to request to correct or delete the data or to revoke any consent given at any time, taking into account the consequences described above by revocation and deletion. Furthermore, I am aware that if I have certified students and therefore appear on student's certifications as the "Certifying Instructor", SSI will not delete the following personal data, even if I request the deletion: Name, SSI Professional number and Master ID as well as training qualifications and related insurance information. In addition, I have the right to request a transfer of data and to complain to the authorities in charge. If I want to execute any of these rights I may contact SSI via privacy@divessi.com.

I explicitly declare that I will ensure that applicable national and EU data protection laws are complied with when transmitting data (including any third-party data) to or receiving personal data by SSI, other companies affiliated with SSI as well as other third parties involved in performance of the Agreement.

I shall indemnify and hold SSI, its affiliates, subsidiaries, agents and assignees harmless from any liability, loss, damage or expense (including reasonable attorneys' fees and court costs) incurred through claims of third parties that the use of any personal data (provided by me to SSI or any other company affiliated with SSI/provided by SSI or any other company affiliated with SSI to me) by SSI or another company affiliated with SSI /by me infringes or violates data protection rights of such third parties.

8. Informational Materials. I am aware and acknowledge that SSI may be sending me additional information about updated legal documents, products (e.g. new training courses), tests and trainings using any communication channel in order to support me in the performance of my contractual obligations, my training and my business. I acknowledge that this consent cannot be withdrawn as long as I act as an SSI Professional due to the need of staying updated.

9. Legal Status. I understand and agree that I am not an employee or agent of SSI and that although SSI establishes Training Standards that I am obligated to comply with when teaching SSI courses, SSI does not supervise, dictate, control or have any involvement in how I plan and conduct my instructional activities. SSI is not and shall not be held responsible for my instructional activities. I hereby agree to release, hold harmless, save and indemnify SSI, its owners, officers, directors, employees, agents, volunteers and all others on their behalf from any losses, claims, demands, liabilities, causes of action, and expenses for any injury, illness, wrongful death or property damage resulting from my acts, errors, omissions, or negligence, whether foreseeable or unforeseen, and whether active or passive.

10. Logos, Trademarks and Copyrights. I shall obtain written authorization from SSI prior to any use of SSI logos or trademarks. I understand that being an SSI Professional is in no way a license agreement, and that I will not reproduce any SSI materials or produce any new products using the SSI or any other corporate logos.

11. Governing Law and Competence. This Agreement, its execution, validity, construction and performance shall be governed by and construed in accordance with the laws of Germany, excluding its rules on conflict of law.

In the event of disputes arising out of this Agreement or relating thereto, both parties agree upon the sole jurisdiction of the court, which has the relevant jurisdiction for the locality where SSI is seated. SSI is however at liberty also to bring suits against the SSI Professional at the court having jurisdiction over the latter's place of business or residence.

12. License Renewal. I acknowledge that being an SSI Professional is an earned privilege that requires serious personal and professional responsibilities. Should I fail to fulfill those responsibilities, including but not limited to failure to pay a financial obligation to SSI, SSI may at its sole discretion require remediation, suspend, revoke or non-renew my SSI Professional credentials and will not hold SSI liable for a disadvantage with regard to these measures.

Print Name

Signature

Date (DD/MM/YY)