

These Terms and Conditions govern the provision of certain services and the relationship between:

- (1) Compliance Assist Limited a company incorporated and registered in England and Wales with company number 6853249 whose registered office is at The Sussex Innovation Centre, Science Park Square, Falmer (**Supplier**); and
- (2) The company or entity subscribing for the services whose details are set out on the relevant Service Contract to which these terms and conditions apply (**Customer**)

## BACKGROUND

- (A) The Supplier is in the business of providing certain services via its proprietary online platform and data matching engine to facilitate Anti-Money Laundering Checks, Sanctions and PEP Screening, Identity Verification and Corporate Risk Screening (“the Services”).
- (B) The Customer wishes to obtain and the Supplier wishes to provide the Services on the terms set out in this Agreement and the applicable Service Contract containing the variables of the particular Service provision in relation to the Agreement.
- (C) Each and every Service Contract will incorporate the terms and conditions set out in this Agreement.

## Agreed terms

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

**Affiliate:** in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

**Applicable Data Protection Laws:** means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**Applicable Laws:** all applicable laws, statutes, regulation and codes from time to time in force.

**Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Deliverables, as further described in the Service Contract.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges set out in the applicable Service Contract payable by the Customer for the supply of the Services by the Supplier.

**Compliance Assist Platform:** the proprietary software based online platform and Data Matching Engine incorporating the Software providing access to data held by certain regulators and the databases of relevant third-party commercial entities that has been developed and is managed, maintained and supported by the Supplier to help Customers meet their own customer screening requirements.

**Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

**Customer Data:** the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Customer Manager:** in respect of each Service Contract, the person so designated in the Service Contract.

**Customer Materials:** all documents, information, items and materials in any form which are provided by the Customer to the Supplier in connection with the Service Contract (if any).

**Customer Personal Data:** any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

**Data Matching Engine:** the Supplier's proprietary data matching engine forming an integral part of the Compliance Assist Platform which has been developed to provide Supplier with the ability to match customer data against various data sets.

**Data Processing Agreement:** the Data Processing Agreement set out in Schedule 2 of the Agreement.

**Deliverables:** any output of the Services to be provided by the Supplier or its agents, contractors or employees to the Customer as specified in a Service Contract and any other documents, reports, products and materials provided by the Supplier to the Customer in relation to the Services.

**EU GDPR:** means the General Data Protection Regulation ((*EU*) 2016/679), as it has effect in EU law.

**EUA (End User Agreement):** any End User Agreement applicable to a Service Contract from time to time.

**Initial Subscription Term:** the initial term of the Services provision as set out in the relevant Service Contract.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Renewal Period:** the period described in the relevant Service Contract (if any).

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the relevant Service Contract.

**Service Contract:** the contract for the provision of certain Services, agreed in accordance with clause 3, relating to the particular Services to be provided by the Supplier.

**Supplier Personal Data:** any personal data that the Supplier processes in connection with this Agreement, in the capacity of a controller.

**Software:** the online software applications provided by the Supplier as part of the Services comprised in the Compliance Assist Platform and the Data Matching Engine.

**Subscription Fees:** the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the applicable Service Contract.

**Subscription Term:** the Initial Subscription Term together with any subsequent Renewal Periods specified in the Service Contract or agreed between the Supplier and the Customer.

**User Subscriptions:** the user subscriptions purchased by the Customer pursuant to the applicable Service Contract which entitle Authorised Users to access and use the Services and the Deliverables in accordance with this Agreement.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service the Compliance Assist Platform, Data Matching Engine or the Software.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 All defined terms used in this Agreement and the Service Contract shall have the meaning given to them in this clause 1.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the Schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 Unless expressly provided otherwise in this Agreement or the relevant Service Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Commencement and duration**

- 2.1 This Agreement shall commence on the dates specified in the Service Contract and shall continue for the applicable Subscription Term unless terminated earlier in accordance with clause 11 (Termination).
- 2.2 The Customer may procure any of the Services by agreeing a Service Contract with the Supplier pursuant to clause 3 which such Service Contract shall include a Subscription Term.

## **3. Service Contract Process**

- 3.1 Service Contracts shall be entered into in accordance with this Agreement in the following manner:
- (a) the Customer shall ask the Supplier to provide any or all of the Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare the applicable Service Contract for the Services requested;
  - (b) following receipt of the information requested from the Customer the Supplier shall, as soon as reasonably practicable either:
    - (i) inform the Customer that it declines to provide the requested Services; or
    - (ii) provide the Customer with a Service Contract for approval.
  - (c) Upon acceptance of the Service Contract both parties shall enter into the Agreement by signing the Service Contract incorporating its terms together with these Terms and Conditions of Service (“the Agreement”).
  - (d) In the event of a conflict between the terms of this Agreement and any special terms or conditions stipulated in a Service Contract, the terms of the Service Contract will prevail.
- 3.2 The Subscription Fees and the Charges will be specified in and paid in accordance with the Service Contract and clause 7 of this Agreement.
- 3.3 Once a Service Contract has been entered into no amendment shall be made to it except in accordance with clause 15 (Variation).
- 3.4 Each Service Contract shall be part of this Agreement and shall not form a separate contract to it.

## **4. Supplier's responsibilities and access to the Compliance Assist Platform**

- 4.1 The Supplier shall, during the Subscription Term, provide access to the Compliance Assist Platform and to the Services and make available the Deliverables specified in the relevant Service Contract to the Customer on and subject to the terms of this Agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Compliance Assist Platform and the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
  - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer notice in advance.

- 4.3 The Supplier undertakes to use all reasonable expertise, skill and care so as to ensure that the Compliance Assist Platform operates in accordance with its specification and that the Services can be accessed in accordance with the relevant Service Contract.
- 4.4 The undertaking at clause 4.3 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.3.
- 4.5 The Supplier:
- (a) does not warrant that:
    - (i) the Customer's use of the Services will be uninterrupted or error-free; or
    - (ii) that the Services, Deliverables and/or the information obtained by the Customer through the Services will meet the Customer's requirements or that the data obtained through the use of third-party feeds will always be accurate or error-free; or
    - (iii) the Software or the Services will be free from Vulnerabilities or Viruses.
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
  - (c) is not responsible for the content of, Virus or Vulnerability-free operation or proper functioning of third-party services accessed via an EUA.
- 4.6 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing the Compliance Assist Platform, the Software and/or services which are similar to those provided under this Agreement.
- 4.7 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.8 The Supplier shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Customer, in accordance with a Service Contract in all material respects.

## **5. Customer's obligations**

- 5.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
  - (b) warrant that the specifications it provides to the Supplier in relation to the provision of the Services are complete and accurate, and comply with all Applicable Laws;

- (c) warrant that it will, and ensure that any of its end users will, comply with the EUA and any other third party terms as advised by the Supplier from time to time;
- (d) ensure that the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions that it has purchased under a Service Contract from time to time;
- (e) not allow any Authorised Subscription to be used by anyone other than the Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access to use the Services;
- (f) ensure that each Authorised User shall keep its password for their use of the Services confidential and secure;
- (g) co-operate with the Supplier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Customer's Manager in relation to the Service Contract; and
- (h) provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order to carry out the Services in a timely manner;

5.2 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

## **6. Charges and payment**

6.1 In consideration for the provision of the Services by the Supplier, the Customer shall pay the Subscription Fees and the Charges in accordance with this clause 6 and the pricing table in the Service Contract. The Subscription Fees and the Charges shall be paid in £ pounds sterling, unless specified otherwise in the Service Contract.

6.2 The Supplier shall invoice the Subscription Fees and the Charges to the Customer at the intervals specified in the Service Contract. Each invoice shall include all reasonable supporting information required by the Customer to verify the accuracy of the invoice.

6.3 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier unless otherwise stated in the Service Contract.

6.4 All amounts payable by the Customer are exclusive of amounts in respect of VAT or any other applicable equivalent tax chargeable for the time being. Where any taxable supply for VAT or similar tax purposes is made under the Service Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.5 The Supplier may increase the Subscription Fees and the Charges by up to 5% on an annual basis with effect from each anniversary of the date of the relevant Service Contract.

6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this Agreement on the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) the Supplier may suspend part or all of the Services until payment has been made in full.

6.7 All sums payable to the Supplier under this Agreement:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 7. Intellectual Property Rights

7.1 For the avoidance of doubt, all rights in and to the Compliance Assist Platform (whether such rights currently exist or as they may come into existence as a result of any further developments, modifications or reiterations of the same which take place during the Subscription Term) are owned by and retained by the Supplier and its licensors (where applicable).

7.2 The Supplier confirms that it has all the rights in relation the Compliance Assist Platform to enable it to provide the Services and grant all necessary rights to the Deliverables under, and in accordance with the terms of the Service Contract and this Agreement.

7.3 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Compliance Assist Platform and the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights in respect of the Compliance Assist Platform, the Services and the Deliverables.

7.4 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Service Contract for Authorised Users to access the Compliance Assist Platform for the purpose of receiving and using the Services and the Deliverables in its business.

7.5 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.4:

- (a) to other Customer Affiliates and customers;
- (b) to third parties for the purpose of the Customer's receipt of services similar to the Services.

7.6 The Supplier warrants that the access and use of the Compliance Assist Platform and the supply of the Services by the Customer and the Authorised Users shall not infringe the rights, including any Intellectual Property Rights, of any third party.

7.7 The Supplier shall not be in breach of the warranty at clause 7.6 of this Agreement, and the Customer shall have no claim under the indemnity at clause 7.8 below, to the extent the infringement arises from:

- (a) any modification of the Deliverables or Services, other than by or on behalf of the Supplier; or

- (b) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

7.8 Each party shall keep the other party indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the other party as a result of or in connection with any claim brought against that party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.

7.9 Each party shall:

- (a) notify the other party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 7.8 above (**IPRs Claim**);
- (b) allow the other party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that that party shall obtain the other party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the other party with such reasonable assistance regarding the IPRs Claim as is required by that party, subject to reimbursement by the other party of that party's costs so incurred;
- (d) not, without prior consultation with the other party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the other party into disrepute.

7.10 In relation to the Customer Materials, the Customer:

- (a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and
- (b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer.

7.11 The Customer:

- (a) warrants that the receipt and use in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials.



## 8. Data protection

- 8.1 For the purposes of this clause 8, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 8.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 8.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:
- (a) the Supplier shall process the Customer Personal Data as processor on behalf of the Customer; and
  - (b) the Supplier shall act as controller of the Supplier Personal Data.
- 8.4 Should the determination in clause 8.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 8 and Schedule 3.
- 8.5 The Customer consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Supplier in connection with the processing of Supplier Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at <https://www.complianceassist.co.uk/privacy-policy/> (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.
- 8.6 Without prejudice to the generality of clause 8.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Customer Personal Data to the Supplier or lawful collection of the same by the Supplier for the duration and purposes of this Agreement.
- 8.7 In relation to the Customer Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 8.8 Without prejudice to the generality of clause 8.2, the Supplier shall, in relation to Customer Personal Data:
- (a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 1 (Processing, personal data and data subjects) unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;
  - (b) implement the technical and organisational measures set out in Schedule 1 to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data; and
- (f) maintain records to demonstrate its compliance with this clause 8.

8.9 The Customer provides its prior, general authorisation for the Supplier to:

- (a) appoint processors to process the Customer Personal Data, provided that the Supplier:
  - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 8;
  - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
  - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- (b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

8.10 Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

8.11 The Supplier's liability for losses arising from breaches of this clause 8 is as set out in clause 10.2.

## 9. Confidentiality

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any of that party's Affiliates, except as permitted by clause 9.3.

- 9.2 The Supplier may delete any confidential information in its custody in accordance with any Applicable Data Protection Law.
- 9.3 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.4 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 10. Limitation of liability**
- 10.1 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 10.2 Subject to Clause 10.1 (liabilities which cannot legally be limited), and to the indemnity (for infringement of third party intellectual property rights) provided in clause 7.8 and for a failure to comply with its data processing obligations under clause 8 (which such liability shall be limited to the extent of the Supplier's relevant available insurance cover) the Supplier's total liability to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the value of the total of the Subscription Fees and Charges paid and/or payable by the Customer over the 12 month period preceding the event that gave rise to the liability.
- 10.3 Subject to clauses 10.1 and 10.2 above, this clause 10.3 specifies the types of losses that are excluded:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) regulatory or other fines or penalties imposed or levied on the Customer by any competent authority in connection with the use of the Services;
  - (d) loss of agreements or contracts;
  - (e) loss of anticipated savings;
  - (f) loss of use or corruption of software, data or information;
  - (g) loss of or damage to goodwill; and
  - (h) indirect or consequential loss.

## 11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(c) to clause 11.1(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

11.2 For the purposes of clause 11.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from this Agreement or from a failure by the other party to meet any of its obligations. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 11.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
  - (b) there is a change of Control of the Customer.
- 11.4 Without affecting any other right or remedy available to it, the Supplier may, at its sole discretion, suspend the provision of the Services if the Customer fails to pay any of its invoices in part or in full. Following such a suspension, the parties may agree to lift the suspension once the due payments have been made.
- 11.5 Without affecting any other right or remedy available to it, the Customer or the Supplier may terminate this Agreement on giving not less than 2 (two) months' written notice to the Supplier before the end of the applicable anniversary date of the relevant Service Contract.

## 12. Obligations on termination and survival

### 12.1 Obligations on termination or expiry

On termination or expiry of this Agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Services.

### 12.2 Survival

- (a) On termination or expiry of this Agreement, all existing Statements at Work shall terminate automatically.
- (b) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- (c) Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 13. Force majeure

13.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict or any kind of special military operation, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;

- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) Extended interruption or failure of utility service.

13.2 Provided it has complied with clause 13.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

13.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 (four) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 4 (four) weeks' written notice to the Affected Party.

#### **14. Assignment and other dealings**

14.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

14.2 The Supplier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

#### **15. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **16. Waiver**

16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**17. Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**18. Severance**

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**19. Entire agreement**

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**20. No partnership or agency**

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**21. Third party rights**

21.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person and for the avoidance of doubt the Customer and the Supplier may vary, terminate or rescind this Agreement without the consent of any Customer Affiliate.

**22. Notices**

22.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in the Service Contract.

22.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.4 A notice given under this Agreement is valid if sent by email.

### **23. Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### **24. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.



## Schedule 1

### Data Processing Agreement

The terms used in this Data Processing Agreement shall have the meanings set forth in this Data Processing Agreement. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Appendices 1 and 2 form an integral part of this Data Processing Agreement.

Except where the context requires otherwise, references in this Data Processing Agreement to the Agreement are to the Agreement as amended by, and including, this Data Processing Agreement.

#### 1. Definitions

In this Data Processing Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- 1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to EU Data Protection Laws; (b) laws of the United Kingdom with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to UK Data Protection Laws and (c) any other applicable law with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to any other Data Protection Laws;
- 1.2 "**Customer Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.3 "**Customer Group Member**" means Customer or any Customer Affiliate;
- 1.4 "**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Customer Group Member pursuant to or in connection with the Agreement;
- 1.5 "**Contracted Processor**" means Supplier or a Subprocessor;
- 1.6 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.7 "**EEA**" means the European Economic Area;
- 1.8 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.9 "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.10 "**Restricted Transfer**" means:
  - 1.10.1 a transfer of Customer Personal Data from any Customer Group Member to a Contracted Processor;
  - or

1.10.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 6.3.3 or 12 below;

1.11 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Supplier for Customer Group Members pursuant to the Agreement;

1.12 "**Standard Contractual Clauses**" means the contractual clauses set out in Appendix 3, amended as indicated (in square brackets and italics) in that Appendix and under section 13.4;

1.13 "**Subprocessor**" means any person (including any third party and any Supplier Affiliate, but excluding an employee of Supplier or any of its sub-contractors) appointed by or on behalf of Supplier or any Supplier Affiliate to Process Personal Data on behalf of any Customer Group Member in connection with the Agreement; and

1.14 "**Supplier Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Supplier, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.15 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.16 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

## 2. Roles of the Parties

2.1 Customer Group Member acts as the Controller.

2.2 Supplier and Supplier Affiliates act as the Processor.

## 3. Processing of Customer Personal Data

3.1 Supplier and each Supplier Affiliate shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

3.1.2 not Process Customer Personal Data other than for the purpose of providing the Services specified in the Agreement unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Supplier or the relevant Supplier Affiliate shall to the extent permitted by Applicable Laws inform the relevant Customer Group Member of that legal requirement before the relevant Processing of that Personal Data.

3.2 Each Customer Group Member:

3.2.1 instructs Supplier and each Supplier Affiliate (and authorises Supplier and each Supplier Affiliate to instruct each Subprocessor) to:

3.2.1.1 Process Customer Personal Data; and

3.2.1.2 in particular, transfer Customer Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Agreement; and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1 on behalf of each relevant Customer Affiliate.

3.2.3 has sole responsibility for the accuracy, quality and legality of the Customer Personal Data and the means by which the Customer Group Member acquired the Customer Personal Data.

3.3 Appendix 1 to this Data Processing Agreement sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Customer may make reasonable amendments to Appendix 1 by written notice to Supplier from time to time as Customer reasonably considers necessary to meet those requirements. Nothing in Appendix 1 (including as amended pursuant to this section 3.3) confers any right or imposes any obligation on any party to this Data Processing Agreement.

#### **4. Supplier and Supplier Affiliate Personnel**

Supplier and each Supplier Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor, who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

#### **5. Security**

5.1 Supplier and each Supplier Affiliate has implemented and maintains a comprehensive written information security program that complies with Data Protection Laws and Appendix 2 of this Data Processing Agreement, including appropriate technical and organizational measures to ensure a level of security appropriate to the risk, which includes at the minimum the security measures listed in Appendix 2 and as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Personal Data.

5.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Supplier and each Supplier Affiliate shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.3 In assessing the appropriate level of security, Supplier and each Supplier Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

#### **6. Subprocessing**

- 6.1 Each Customer Group Member authorises Supplier and each Supplier Affiliate to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 6 and any restrictions in the Agreement.
- 6.2 Supplier and each Supplier Affiliate may use the following Subprocessors, subject to Supplier and each Supplier Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4:

- Amazon Web Services (Data storage and infrastructure)
- Zoho (CRM and helpdesk)
- Experian (Verification service)
- Equifax (Verification service)
- Acuris (Adverse information screening)
- Au10tix (Physical ID Verification service)

Supplier shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor no later than 60 days prior to any such change. If, within 10 days of receipt of that notice, Customer notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, neither Supplier nor any Supplier Affiliate shall appoint (nor disclose any Customer Personal Data to) the proposed Subprocessor except with the prior written consent of Customer.

- 6.3 With respect to each Subprocessor, Supplier or the relevant Supplier Affiliate shall:

6.3.1 before the Subprocessor first Processes Customer Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the Agreement;

6.3.2 ensure that the arrangement between on the one hand (a) Supplier, or (b) the relevant Supplier Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Data Processing Agreement and meet the requirements of article 28(3) of the GDPR;

6.3.3 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Supplier, or (b) the relevant Supplier Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Customer Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant Customer Group Member(s) (and Customer shall procure that each Customer Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution); and

6.3.4 provide to Customer for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Data Processing Agreement) as Customer may request from time to time.

- 6.4 Supplier and each Supplier Affiliate shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Customer Personal Data carried out by that Subprocessor, as if it were party to this Data Processing Agreement in place of Supplier.

## **7. Data Subject Rights**

7.1 Taking into account the nature of the Processing, Supplier and each Supplier Affiliate shall assist each Customer Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer Group Members' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Supplier shall:

7.2.1 promptly notify Customer if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Supplier shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the Contracted Processor responds to the request.

## **8. Personal Data Breach**

8.1 Supplier shall notify Customer as soon as reasonably practicable upon Supplier or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow each Customer Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 Supplier shall co-operate with Customer and each Customer Group Member and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## **9. Data Protection Impact Assessment and Prior Consultation**

Supplier and each Supplier Affiliate shall provide reasonable assistance to each Customer Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

## **10. Deletion or return of Customer Personal Data**

Supplier and each Supplier Affiliate warrants that upon termination of the Agreement or upon request to securely delete or return Personal Data, comply with Customer Group Member's request, and securely delete existing copies unless applicable laws requires storage of the Customer Personal Data (in which case Supplier and each Supplier Affiliate will protect the confidentiality of the Customer Personal Data, will not actively Process the Customer Personal Data anymore, and will continue to comply with this Data Processing Agreement)

## **11. Audit rights**

11.1 Subject to sections [11.2 to 11.4], Supplier and each Supplier Affiliate shall make available to each Customer Group Member on request all information necessary to demonstrate compliance with this Data Processing Agreement, and shall allow for and contribute to audits, including inspections, by any Customer Group Member or an auditor mandated by any Customer Group Member in relation to the Processing of the Customer Personal Data by the Contracted Processors.

- 11.2 Information and audit rights of the Customer Group Members only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
- 11.3 Customer or the relevant Customer Affiliate undertaking an audit shall give Supplier or the relevant Supplier Affiliate reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
- 11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;
  - 11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer or the relevant Customer Affiliate undertaking an audit has given notice to Supplier or the relevant Supplier Affiliate that this is the case before attendance outside those hours begins; or
  - 11.3.3 for the purposes of more than [one] audit or inspection, in respect of each Contracted Processor, in any [calendar year], except for any additional audits or inspections which:
    - 11.3.3.1 Customer or the relevant Customer Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Supplier's or the relevant Supplier Affiliate's compliance with this Data Processing Agreement; or
    - 11.3.3.2 A Customer Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,where Customer or the relevant Customer Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Supplier or the relevant Supplier Affiliate of the audit or inspection.

## 12. Restricted Transfers

- 12.1 Subject to section 12.3, each Customer Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Customer Group Member to that Contracted Processor.
- 12.2 The Standard Contractual Clauses shall come into effect under section 12.1 on the later of:
- 12.2.1 the data exporter becoming a party to them;
  - 12.2.2 the data importer becoming a party to them; and
  - 12.2.3 commencement of the relevant Restricted Transfer.
- 12.3 Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.
- 12.4 Supplier warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor which is not a Supplier Affiliate, Supplier's or the relevant Supplier Affiliate's entry into the Standard Contractual

Clauses under section 12.1, and agreement to variations to those Standard Contractual Clauses made under section 13.4.1, as agent for and on behalf of that Subprocessor will have been duly and effectively authorised (or subsequently ratified) by that Subprocessor.

### 13. General Terms

#### *Governing law and jurisdiction*

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

13.1.1 the parties to this Data Processing Agreement hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Data Processing Agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this Data Processing Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

#### *Order of precedence*

13.2 Nothing in this Data Processing Agreement reduces Supplier's or any Supplier Affiliate's obligations under the Agreement in relation to the protection of Personal Data or permits Supplier or any Supplier Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Data Processing Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3 Subject to section 13.2, with regard to the subject matter of this Data Processing Agreement, in the event of inconsistencies between the provisions of this Data Processing Agreement and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Data Processing Agreement, the provisions of this Data Processing Agreement shall prevail.

#### *Changes in Data Protection Laws, etc.*

13.4 Customer may:

13.4.1 by at least 30 (thirty) calendar days written notice to Supplier from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

13.4.2 propose any other variations to this Data Processing Agreement which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.

13.5 If Customer gives notice under section 13.4.1:

13.5.1 Supplier and each Supplier Affiliate shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 6.4.3; and

13.5.2 Customer shall not unreasonably withhold or delay agreement to any consequential variations to this Data Processing Agreement proposed by Supplier to protect the Contracted Processors against additional risks associated with the variations made under section 13.4.1 and/or 13.5.1.

13.6 If Customer gives notice under section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.

13.7 Neither Customer nor Supplier shall require the consent or approval of any Customer Affiliate or Supplier Affiliate to amend this Data Processing Agreement pursuant to this section 13.5 or otherwise.

*Severance*

13.8 Should any provision of this Data Processing Agreement be invalid or unenforceable, then the remainder of this Data Processing Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.



## APPENDIX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Appendix 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

### Subject matter of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement.

### The nature and purpose of the Processing of Customer Personal Data

- Screening of parties to comply with applicable laws and regulations
- Any other Processing as stipulated as Services in the Agreement

### The types of Customer Personal Data to be Processed

- Title
- First and last names
- Age
- Gender
- Date of birth
- Nationality
- Current address
- Previous address
- Telephone numbers
- Bank account details
- ID documentation
- Any other data required to comply with applicable laws and regulations.

### The categories of Data Subject to whom the Customer Personal Data relates

Customers, business partners, vendors, employees, agents and advisors of Customer Group Member.

Owners, directors, shareholders, beneficial owners, controllers, employees and customers of customers, business partners or vendors of Customer Group Member.

### The obligations and rights of Customer and Customer Affiliates

The obligations and rights of Customer and Customer Affiliates are set out in the Agreement and this Data Processing Agreement.

## APPENDIX 2: List of Security Measures

### 1. Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Personal Data are processed, include:

- Establishing security areas, restriction of access paths
- Establishing access authorizations for employees and third parties
- Access control system (ID reader, magnetic card, chip card)
- Key management, card-keys procedures
- Door locking (electric door openers etc.)
- Security staff,
- Surveillance facilities, video/CCTV monitor, alarm system
- Securing decentralized data processing equipment and personal computers

## 2. Virtual access control

Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include:

- User identification and authentication procedures
- ID/password security procedures
- Automatic blocking (e.g. password or timeout);
- Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts;
- Creation of one master record per user, user master data procedures, per data processing environment;
- Encryption of archived data media.

## 3. Data access control

Technical and organizational measures to ensure that persons entitled to use a data processing system gain access only to such Customer Personal Data in accordance with their access rights, and that Customer Personal Data cannot be read, copied, modified or deleted without authorization, include:

- Internal policies and procedures
- Control authorization schemes
- Differentiated access rights (profiles, roles, transactions and objects)
- Monitoring and logging of accesses
- Disciplinary action against employees who access Personal Data without authorization
- Reports of access
- Access procedure
- Change procedure
- Deletion procedure
- Encryption.

## 4. Disclosure control

Technical and organizational measures to ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Personal Data are disclosed, include:

- Encryption
- Logging

## **5. Entry control**

Technical and organizational measures to monitor whether data have been entered, changed or removed (deleted), and by whom, from data processing systems, include:

- Logging and reporting systems
- Audit trails and documentation

## **6. Control of instructions**

Technical and organizational measures to ensure that Customer Personal Data are processed solely in accordance with the Instructions of the Controller include:

- Unambiguous wording of the contract;
- Formal commissioning (request form);

## **7. Availability control**

Technical and organizational measures to ensure that Personal Data are protected against accidental destruction or loss (physical/logical) include:

- Backup procedures;
- Mirroring of hard disks (e.g. RAID technology);
- Uninterruptible power supply (UPS);
- Remote storage;
- Anti-virus/firewall systems;
- Disaster recovery plan.

## **8. Separation control**

Technical and organizational measures to ensure that Customer Personal Data collected for different purposes can be processed separately include:

- Separation of databases;
- "Internal client" concept / limitation of use;
- Segregation of functions (production/testing);
- Procedures for storage, amendment, deletion, transmission of data for different purposes.

### APPENDIX 3: Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as **Customer** in the Agreement,

(the data **exporter**)

And

The entity identified as **Supplier** in the Agreement,

(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

#### Background

The data exporter has entered into a data processing Agreement (“DPA”) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer’s execution of, and compliance with, the terms of these Clauses.

#### *Clause 1*

#### ***Definitions***

For the purposes of the Clauses:

- (a) *‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *‘the data exporter’* means the controller who transfers the personal data;
- (c) *‘the data importer’* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *‘the subprocessor’* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer

personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- (e) '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) '*technical and organisational security measures*' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## *Clause 2*

### ***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## *Clause 3*

### ***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

## *Clause 4*

### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC; *[If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.]*
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

#### ***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:

- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
  - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
  - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
  - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
  - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
  - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

#### *Clause 6*

#### ***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.  
  
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because



they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

- 3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

***Obligation after the termination of personal data processing services***

- 1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full):  
Position:  
Address:  
Other information necessary in order for the contract to be binding (if any):

Signature.....

**On behalf of the data importer:**

Name (written out in full):  
Position:  
Address:  
Other information necessary in order for the contract to be binding (if any):

Signature.....

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

.....

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

.....

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

.....

**Categories of data**

The personal data transferred concern the following categories of data (please specify):

.....

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

.....

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

.....

DATA EXPORTER

Name:.....

Authorised Signature .....

DATA IMPORTER

Name:.....

Authorised Signature .....

## APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Data Importer will, as a minimum, implement the security measures provided in Appendix 2 of the Agreement.