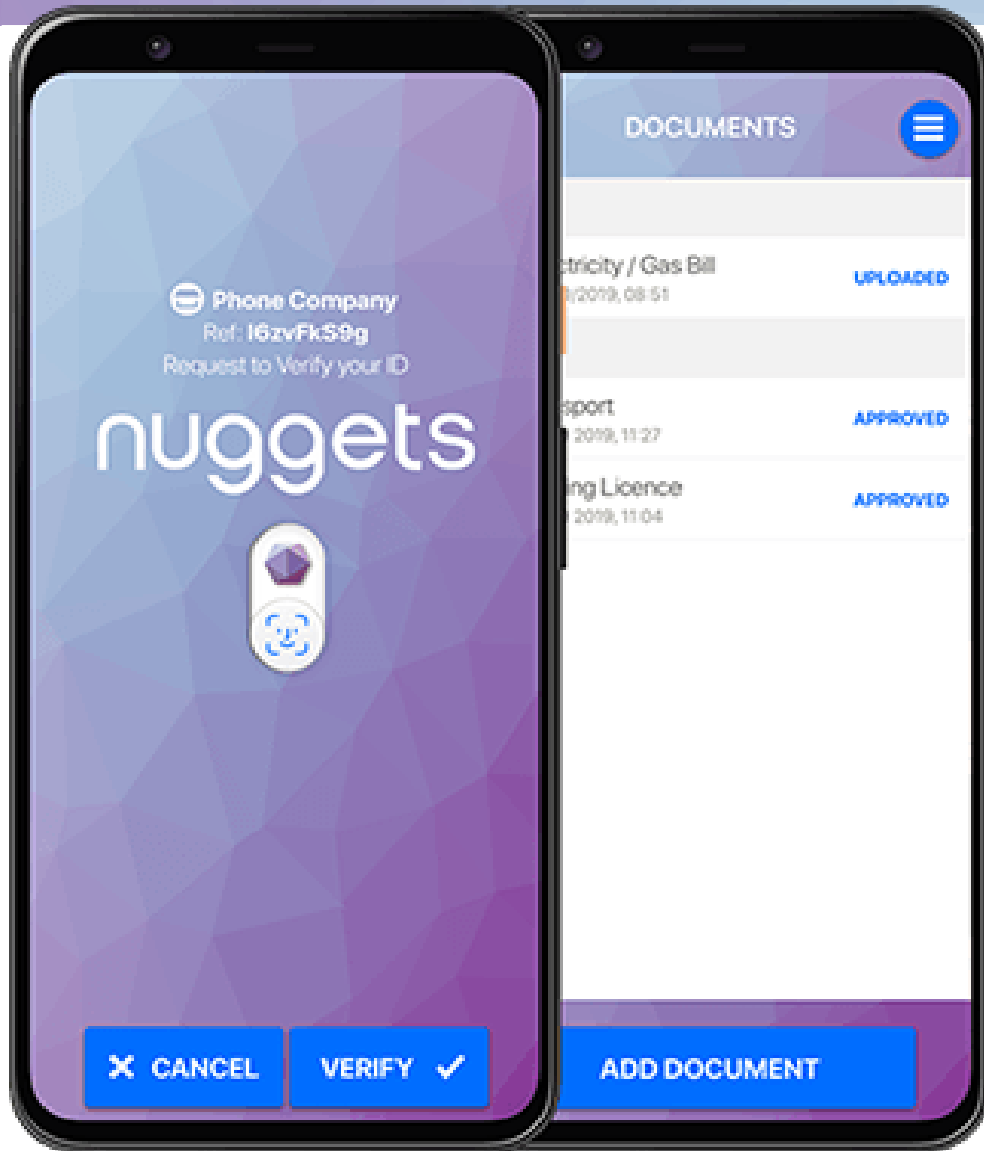


nuggets



Verified Self-Sovereign Decentralised Identity & Payment Platform - Terms & Conditions



SCHEDULE A

PLATFORM SERVICES AGREEMENT

Below are the terms and conditions upon which Nuggets Limited having company number 10411419 and having its registered office at 86-90 Paul Street, London, England, EC2A 4NE ("**Nuggets**") shall provide the Nuggets Services to the Customer as per the Order Form.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1. In this Agreement the following words shall have the following meanings unless the context requires otherwise.

Additional Professional Services	means the professional services, if any, that are additional to the Nuggets Services, Hosting, Managed Storage and Level 2 Support including, in particular, services in connection with the further product development of additional features, and to be agreed and supplied by Nuggets pursuant to clause 2.7;
Aggregate Usage Data	means Usage Data that is incapable, either independently or if commingled with other data accessible by Nuggets or third parties, of identifying Customer or any particular End User or group of End Users;
Agreement	means this agreement including the Order Form, Schedules and any statement of work, as amended in writing by the Parties from time to time;
Https Calls	means Https calls from the Customer's systems requesting Nuggets Services from the Nuggets Container and the Nuggets Container then connects to the blockchain and that enables the return of one or more Nuggets Services;
Branding Link	means [www.nuggets.life] or such other url as Nuggets may notify Customer of, from time to time;
Business Day	means a day that is not a Saturday or a Sunday and that is not a bank or public holiday in England;
Content	means all text, graphics, HTML, XML, Java, design and other elements developed, licensed, maintained, compiled or created by Customer (or on Customer's behalf) that are delivered by Customer to Nuggets for use on a Nuggets Service according to the terms of this Agreement and includes the Customer Marks but excludes Usage Data, Advertising Elements, RSS feeds nor any End User Content (see below);
Customer Marks	means the service marks, trademarks, trade names, logos and designations of Customer;
Customer Materials	means collectively the Customer Website(s), Content, End User Content, End User Lists, Usage Data and Advertising Elements;
Customer Websites	means the websites operated by or on behalf of Customer, in connection with which the Customer is authorised to integrate the Nuggets Services under this Agreement, the primary home page(s) of which is(are) identified by the URL(s) set out in <u>Schedule B</u> ;

Downtime	means a period where the Nuggets Service is not generally available, however, those services detailed in Schedule C , maintenance, Upgrades or enhancement periods requiring scheduled Downtime shall not count against availability requirements;
DPA	means the Data Processing Agreement entered into between Nuggets and the Customer the form of which is set out in Schedule E;
Effective Date	means the date set out at the beginning of this Agreement;
End User	means a person or persons that utilise the public facing Nuggets Services, and, for example purposes only, depending upon the configuration of the Nuggets Services, an End User might be able to provide comments, reviews, ratings, blogs, photos and video clips;
End User Content	means any content or materials (including text, images, video or other form of content or materials or other information in any format, created, published or submitted by Customer Website, App, Contact Centre visitors, Nuggets Services visitors, or End Users;
Fees	means all fees payable by Customer under the terms of this Agreement;
Hosting	means Nuggets shall manage and maintain all system and data elements in a third party managed services environment;
Initial Term	shall have the meaning set out in clause 7.1;
Instance	means a separate and distinct database into which data from the applicable Customer Website(s) App, Contact Centre associated with that Instance is stored and maintained, and data from one Instance cannot be shared with data from a separate Instance, and the Customer Instance(s) are identified on the Order Form;
Intellectual Property Rights	means any and all registered and unregistered copyright patents, design rights, database and compilation rights, Marks (including the Nuggets Marks and related goodwill), trade secrets and other intellectual property rights, howsoever arising and in whatever media, and any applications for their protection or registration and all renewals and extensions anywhere in the world;
Level 1 Support	shall refer to the initial online customer support services that Customer provides to End Users addressing; (i) the features and functionality associated with the Nuggets Services or the Customer Website(s) App, Contact Centre ; or (ii) technical issues (e.g., error, software compatibility issues) addressed in the technical documentation (e.g., how-to manual) made available by Nuggets to Customer);
Level 2 Support	shall refer to the online support provided by Nuggets to End Users or Customer staff after Level 1 Support has been rendered; provided, however, that such Level 2 Support will only address technical or functional issues relating to the Nuggets Services as described in Schedule C ;
Managed Storage	means Nuggets will save and ensure the availability of Content, End User Content and system metadata needed for Nuggets to perform the Nuggets Services;
Marks	means any and all names, brands, logos, trade marks, service marks, trade names and domain names, whether registered or unregistered, and related goodwill;

Nuggets Container	means the container consisting of various tools and protocols to work in conjunction with the Nuggets Services;
Nuggets Documentation	means the technical and other electronic documentation regarding the operation of the Nuggets Services made available by Nuggets to Customer for use under this Agreement, including the Nuggets App Privacy Policy;
Nuggets Marks	means the word trademarks “Nuggets” and “NUG” and the Nuggets 2 dimensional image of a still and/or revolving and expanding icosahedron logo trademark as set out on the cover sheet of this Agreement and on the Nuggets Website;
Nuggets App Privacy Policy	means the privacy policy applicable to End Users' use of the Nuggets App which is available at https://nuggets.life/app-privacy-policy.html as amended from time to time by Nuggets;
Nuggets Services	means Nuggets' suite of software applications, delivered via Https feeds, widgets and/or Container and hosted and maintained by Nuggets according to this Agreement;
Nuggets Technology	means the Nuggets Services and the Nuggets Container, together with any and all related computer programs contained in machine-readable, binary form (i.e., software), any Nuggets Documentation, hardware and all underlying technology developed and used by Nuggets to create, operate and maintain and deploy the Nuggets Services and the Nuggets Container, including all Upgrades, enhancements and improvements;
Nuggets Website	shall have the meaning set out in <u>Schedule B</u> ;
Order Form	means the form set out above this agreement including the customers identity and contact details and the services required and pricing;
Parties	means both Nuggets and Customer and “Party” shall be construed as meaning either of them;
Privacy Policy	shall have the meaning set out in clause 3.14;
Provision or Provisioning	means the set up and deployment of Nuggets Services on a Customer Website App, Contact Centre, beginning with and including information exchange, deployment of a staging environment, product provisioning, and production environment provisioning, all as further described in <u>Schedule D</u> ;
Provisioning Configuration Date	means the date on which Nuggets makes the Nuggets Services available to Customer;
Renewal Term	means any renewal of this Agreement agreed by the Parties as described in clause 7.1;
Set-Up Fees	means the fee(s) payable by Customer to Nuggets, as set out on the Order Form against the heading Set-Up Fees
Term	shall have the meaning set out in clause 7.1;
Terms and Conditions	shall have the meaning set out in clause 3.14;

Transaction Fees	means the fees payable by the Customer as set out in the Order Form in consideration of transactions processed by Nuggets and the engineering, technical and other professional services required by the Customer;
Upgrade	means updates, enhancements, error corrections, bug fixes, and/or patches applied to the Nuggets Services; and
Usage Data	means any and all information and/or data associated with or collected from each End User, if any, which is received, stored, or processed in relation to the Nuggets Services and the Customer Websites and includes, without limitation, aggregate information, click-through rates and conversions, usage and traffic data, IP addresses, transactional or financial information, registration information but not any form of personal data from which an individual can be identified.

- 1.2. In the case of conflict or ambiguity between any of the provisions of this PSA and the provisions of the DPA, the provisions of this DPA will prevail.
- 1.3. In this Agreement unless the context requires otherwise:
 - 1.3.1. any reference to a Clause or Schedule is to the relevant clause or schedule of this Agreement;
 - 1.3.2. headings are included for convenience only and shall not affect the interpretation of this Agreement;
 - 1.3.3. the singular includes the plural and vice versa;
 - 1.3.4. any gender includes the other genders;
 - 1.3.5. any reference to "persons" includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
 - 1.3.6. any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
 - 1.3.7. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.3.8. any reference to "written" or "in writing" shall include email.

2. NUGGETS RIGHTS AND OBLIGATIONS

- 2.1. In consideration of the payment by Customer of the fees pursuant to clause 3.1 and as set out in the Order Form, Nuggets shall Provision the Nuggets Services as further described in Schedule C, according to the terms and conditions set out in this Agreement.
- 2.2. Nuggets shall cooperate with Customer, as set out in Schedule D, to assist Customer in integrating the Nuggets Services for the relevant Instance and with the Customer Website(s) App, Contact Centre for those functions of the Nuggets Services that Customer elects to provide to End Users. Nuggets shall provide Customer with the Nuggets Container and information (including URLs) necessary to assist Customer in implementing hyperlinks and Https Calls so that they point to the functions of the Nuggets Services to which Customer intends to provide End

User access. Customer shall implement links and Container that point to and/or request the Nuggets Services. Customer, acting reasonably, will determine the size and placement of such links.

- 2.3. Nuggets shall be responsible for Hosting, Managed Storage, maintaining and updating the Nuggets Services during the Term as per the Order Form. Nuggets shall ensure that the Nuggets' Services are available and operationally consistent with the service levels laid out in the attached Schedule C.
- 2.4. During the Term, Nuggets shall provide Level 2 Support as described in Schedule C.
- 2.5. Nuggets shall collect and store the Usage Data. Subject to Nuggets' right to use Aggregate Usage Data, Nuggets shall have no right to use any Usage Data except for the purposes of complying with its obligations under this Agreement.
- 2.6. **Nuggets Licenses**. Subject to the terms and conditions of this Agreement, Nuggets hereby grants Customer the following non-exclusive, worldwide, non-transferable (except as provided in clause 12.4) licenses during the Term:
 - 2.6.1. to use the Nuggets Marks, pursuant to Schedule B, and as otherwise authorised herein, in conjunction with the provision of the Nuggets Services to End Users and in accordance with any trademark usage guidelines provided to Customer in writing by Nuggets;
 - 2.6.2. provided always that the Nuggets Container and Nuggets Documentation are treated as Confidential Information (as per clause 4.3), to make, have made, reproduce and use a reasonable number of copies of: (a) the Nuggets Container on personal computers and/or storage devices (such as a network server) for the purposes of designing, developing, and testing the integration of the Customer Websites with the Nuggets Services, and (b) the Nuggets Documentation, and provided that such copies will only be used internally in connection with Customer's integration efforts; and
 - 2.6.3. to use and access, and to allow End Users to use and access, the Nuggets Services for the relevant Instance(s) (detailed in the Order Form) as integrated into the Customer Websites associated with that Instance.
- 2.7. **Additional Professional Services**. Customer may engage Nuggets to perform the Additional Professional Services described in the Order Form. During the Term, if Customer wishes to engage Nuggets to perform additional professional services beyond those described in the Order Form, the Parties will enter into a separate, statements of work that specify: (a) the specific professional services to be furnished by Nuggets, including a description of features, functionality, deliverables and specifications; (b) the schedule and/or milestones; (c) applicable fees and payment terms; and (d) any other applicable terms and conditions.

3. CUSTOMER RIGHTS AND OBLIGATIONS

- 3.1. In consideration of the Provisioning of the Nuggets Services, Hosting, Managed Storage and Level 2 Support in accordance with the terms of this Agreement, Customer shall pay Nuggets the Set-Up Fees and Transaction Fees as set out in the Order Form and in accordance with the provisions below. Additional Professional Service Fees, if any, are payable as set out in the Order Form or, as the case may be, a separate statement of work pursuant to clause 2.7.
- 3.2. Upon the Effective Date or shortly thereafter, Nuggets will invoice Customer for the Set-Up Fees and the first period of Transaction Fees being Pre-Production Fees as per the Order Form.
- 3.3. In relation to the period from the Provisioning Configuration Date to the Production Date, Nug-

gets will invoice Customer in advance in relation to Transaction Fees being the Pre-Production Fees, as per the Order Form.

- 3.4. In relation to the period from the Production Date, Nuggets will invoice Customer in advance in relation to Transaction Fees being the Production Fees, and the Account Fee, as per the Order Form.
- 3.5. In relation to Payment Transaction Fees, Nuggets will invoice Customer monthly in arrears.
- 3.6. If Customer's actual use of the Nuggets Services exceeds the number of any or all units included in any period invoiced for payment in advance, Nuggets shall invoice Customer for Overage in arrears including any and all units not included in the relevant invoice
- 3.7. Customer will pay all Nuggets' invoices within thirty (30) days of the date of each invoice. Any payments not made in such time period shall bear interest at a rate of 2% above the Bank of England base rate from time to time, and such interest shall accrue on a daily basis from the date of the invoice until the date on which payment is received.
- 3.8. All prices in this Agreement are exclusive of VAT. Customer shall pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any government entity for products or services provided under this Agreement.
- 3.9. While Customer's logos and the Customer Marks will be the dominant brand on the Customer Website pages, App or Contact Centre that the Nuggets Services are available on, the Parties agree to the attribution arrangements set out in Schedule B. The sizing and placement of the Nuggets Marks on the Customer Website shall be subject to Nuggets' prior approval, such approval not to be unreasonably withheld, delayed or conditioned.
- 3.10. Customer hereby grants to Nuggets a non-exclusive, non-transferable, non-sublicensable, royalty free, worldwide licence during the Term to use any and all Customer Marks, via the Nuggets Services to the extent required by Nuggets to fulfil its obligations under this Agreement, and for Nuggets to use in its own marketing material for the promotion of Nuggets and the services Nuggets offers and provides, subject always to the obligations in clause 4.3.4.
- 3.11. Customer hereby grants to Nuggets a non-exclusive, non-transferable, non-sublicensable, royalty free, perpetual, worldwide licence to use copy and distribute the Aggregate Usage Data for purposes of improving the operation of the Nuggets Services, performing statistical analysis, and marketing and promoting the Nuggets Services, subject always to the obligations in clause 4.3 and Nuggets' compliance with applicable legislation in the collection and use of such Aggregate Usage Data.
- 3.12. If, upon mutual written agreement, the Parties decide to facilitate any or all of the modular elements of Nuggets Services in order to provide (i) a single sign on (SSO) to both the Customer Website(s), App, Contact Centre and the Nuggets Services, (ii) Nuggets payment by debit card or credit card; and/or (iii) Nuggets ID verification services, then the Party with the registration system shall publish and assist the other Party with integration to the registration system application programming interfaces (Container). Such Containers shall be considered the Confidential Information of and proprietary to the party with the registration system.
- 3.13. Customer shall provide End Users with Level 1 Support, as further described in Schedule C.
- 3.14. Upon periodic request, but not more than twice per year, Customer shall provide Nuggets web site, App, Contact Centre traffic reports (monthly unique visitors and Https calls) for its Customer Websites, App, Contact Centre in order for Nuggets to estimate and forecast its loads. The foregoing information shall be deemed to be Customer's Confidential Information within the definition in clause 4.3.1.

3.15. Customer will develop a privacy policy which must incorporate the Nuggets App Privacy Policy (the “**Privacy Policy**”) and terms and conditions (“**Terms and Conditions**”) for the Customer Websites, and will post on each page of each Customer Website, App, Contact Centre on which the Nuggets Services are accessible a reasonably prominent link to each of the Privacy Policy and the Terms and Conditions. Customer acknowledges that the provision of the Nuggets Services may require Nuggets or its contractor to store information on Customers and/or the End Users computers or equipment in the form of cookies or otherwise. Upon Nuggets’ request, Customer will promptly provide Nuggets with a copy of the Privacy Policy and Terms and Conditions, and Customer will at all times comply with the terms of the Privacy Policy and Terms and Conditions in connection with the operation of the Customer Websites, App, Contact Centre. Customer will ensure that the Terms and Conditions and Privacy Policy include or incorporate by reference: (a) standard disclaimers of any and all warranties on behalf of Nuggets, including a disclaimer of implied warranties of merchantability, fitness for a particular purpose and non-infringement of the Nuggets Services provided on the Customer Websites, App, Contact Centre (b) exclusion of liability for consequential, special, punitive, indirect and any other damages other than direct damages; and (c) prohibition of users unable to enter into a legally binding agreement, by reason of their age or any other factor. Customer must further ensure that both the Privacy Policy and Terms and Conditions comply with all applicable laws, rules and regulations (including the obtaining of consent for the storing of information including cookies or otherwise) and are binding upon all End Users. If Customer makes any material changes to the Privacy Policy or the Terms and Conditions, within five (5) Business Days Customer will provide Nuggets with written notice (email is sufficient) of the applicable changes. Customer shall not permit any End User to use the Nuggets Services unless they agree to the terms of the Privacy Policy and Terms and Conditions (including the giving of consent for the storing of information including cookies or otherwise).

4. OWNERSHIP AND CONFIDENTIALITY

4.1. **Nuggets Technology Ownership.** Customer acknowledges that all right, title and interest in and to the Nuggets Technology, and Intellectual Property Rights in the Nuggets Technology, and to all modifications, enhancements, or derivatives thereof, including associated trade secrets, is and shall remain the property of Nuggets or its licensors, protected under worldwide intellectual property laws and other applicable laws. Customer shall not acquire any right, title, ownership, license or other interest in any or all of the Nuggets Technology, intellectual and other property licensed or made available by Nuggets to Customer pursuant to this Agreement except for those licenses expressly granted by Nuggets to Customer and set out in this Agreement.

4.2. **Customer Ownership.** Customer warrants and Nuggets acknowledges that all right, title and interest in and to the Customer Website(s), App, Contact Centre, Content, End User Content, End User Lists, the Usage Data and the Advertising Elements (collectively, the “Customer Materials”) and Intellectual Property Rights in the Customer Materials, and to all modifications, enhancements, or derivatives thereof, including associated trade secrets, is and shall remain the property of Customer, its clients and licensors, protected under worldwide intellectual property laws and other applicable laws. Nuggets shall not acquire any right, title, ownership, license or other interest in any or all of the Customer Materials, intellectual and other property licensed or made available by Customer to Nuggets pursuant to this Agreement except for those licenses expressly granted by Customer to Nuggets and set out in this Agreement.

4.3. **Confidentiality.**

4.3.1. Subject to the Parties' respective rights and obligations expressly set out in this Agreement, each of the Parties shall keep confidential and shall not disclose to any person any information, whether in writing or any other form, which has been or may be disclosed to it (the “**receiving party**”) by or on behalf of the other Party (the “**disclosing party**”) in

the course of the discussions leading up to or the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential ("**Confidential Information**") except insofar as the Confidential Information is required by a person employed or engaged by the receiving party in connection with the proper performance of this Agreement.

4.3.2. Each Party agrees that it shall safeguard and protect the other Party's Confidential Information and apply at least the same measures that it applies to protect and safeguard its own confidential information, but in no event using less than a reasonable degree of care.

4.3.3. Confidential Information shall not, however, include any information which:

- (a) was available in the public domain prior to the time of disclosure by the disclosing party;
- (b) is already in the possession of the receiving party and free of any restrictions to its use or disclosure at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure;
- (c) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- (e) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party written notice of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

4.3.4. Without prejudice to clause 3.9, neither Party shall make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Party, such approval not to be unreasonably withheld, delayed or conditioned.

5. DATA PROTECTION

5.1. In providing the Nuggets Services pursuant to this Agreement, Nuggets may be involved in the processing of personal data of which Customer is the data controller. The parties agree to enter the DPA in the form set out in Schedule E.

6. PROMOTION AND PUBLICITY.

6.1. Each Party shall carry out the promotion and publicity activities set out in Schedule B.

7. TERM AND TERMINATION

7.1. Subject to the termination rights set out below, the initial term of this Agreement shall begin on the Effective Date and, subject to any termination rights, shall extend until the expiry of three (3) years from the Provisioning Configuration Date relating to the Customer Websites, App, Contact Centre listed in Schedule B ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for subsequent one (1) year terms (each a "**Renewal Term**"), unless either Party gives written notice of its intent not to renew no less than sixty (60) days prior to the end of the Initial Term or any subsequent Renewal Term. The Initial Term and any subsequent Renewal Terms shall be referred to as the "**Term**".

7.2. Either Party may terminate this Agreement by giving no less than 2 months' prior written notice to the other Party, such notice to expire on the first anniversary of the Effective Date.

- 7.3. Either Party ("**non-defaulting party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other Party ("**defaulting party**"):
- 7.3.1. if the defaulting party commits a material breach of this Agreement and, if the breach is capable of remedy, such breach is not cured within thirty (30) days of a written notice from the non-defaulting party specifying the breach and requiring it to be remedied;
- 7.3.2. the defaulting party becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, whether with all of its creditors or any class of them, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any application for administration shall be filed, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or
- 7.3.3. the defaulting party suffers or there occurs in relation to that party, any event which is analogous to any of the events referred to in clause 7.3.2 in any part of the world.
- 7.4. The obligations of the Parties under this Agreement by their very nature shall continue beyond the expiration, termination or cancellation of this Agreement (including, without limitation, clauses 4, 5, this clause 7.4, 8, 9 and 10) shall survive any such expiration, termination or cancellation. Upon the expiration or termination of this Agreement, except as expressly set out herein, all licences granted under this Agreement shall terminate and Customer shall remove the Nuggets Marks and the links to the Nuggets Services from the Customer Website(s), App, Contact Centre.
- 7.5. Promptly following termination (and in any event, no more than one (1) business day), Customer will: (a) cease using and destroy all copies of the Nuggets Container in its possession and control; (b) return (or at Nuggets' written instruction, destroy) all Nuggets Confidential Information, including all Nuggets Documentation in Customer's possession and/or control; and (c) remove the links to the Nuggets Services from the Customer Websites, App, Contact Centre.

8. LIMITED WARRANTY AND INDEMNIFICATION

- 8.1. Each party warrants to the other that:
- 8.1.1. it has the full right, power and authority to enter into and perform this Agreement;
- 8.1.2. when executed and delivered by it, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- 8.1.3. it has not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement; and
- 8.1.4. it shall comply with all applicable laws and regulations.
- 8.2. Except as expressly provided in this Agreement each party expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

9. INDEMNITY

- 9.1. Nuggets shall indemnify and keep Customer fully and effectively indemnified on demand against any liability, damage, expense, claim or cost (including reasonable legal costs and expenses) as a result of any breach by Nuggets of the warranties set out in clause 8.1.
- 9.2. Customer shall indemnify and keep Nuggets fully and effectively indemnified on demand against any liability, damage, expense, claim or cost (including reasonable legal costs and expenses) as a result of any breach by Customer of the warranties set out in clauses 8.1 and any breach by Customer of clause 4.2 and any failure by the Customer to comply with any so called "take down notices" in respect of Content which allegedly infringes the intellectual property rights of any third party.
- 9.3. A Party seeking to take the benefit of an indemnity under this clause 9 ("**Claimant**") shall:
 - 9.3.1. notify the other Party ("**Indemnifier**") promptly in writing and in any event within ten (10) Business Days of first learning of any claim, lawsuit, action or proceeding;
 - 9.3.2. take all reasonable steps to mitigate any losses incurred;
 - 9.3.3. consent to the Indemnifier having the sole authority to control the defence and/or settlement of any claim, lawsuit, action or proceeding; and
 - 9.3.4. provide reasonable co-operation and assistance to the Indemnifier, at that party's expense, in defending any claim, lawsuit, action or proceeding.

10. LIMITATION OF LIABILITY

- 10.1. Save as provided in clauses 9.2 and 10.2, both parties disclaim all, and neither party shall be liable in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with this Agreement for: (a) consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case whether advised of the possibility of such loss or damage and howsoever incurred.
- 10.2. Save as provided in clause 9.2, both parties agree that the maximum liability of either party in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with this Agreement, and each part thereof, including its execution and performance; shall, in respect of any one or more events or series of events (whether connected or unconnected) be limited to a sum equivalent to the amount of the Set Up Fees and the Transaction Fees due to be paid by the Customer to Nuggets under the terms of this Agreement during the first twelve (12) month period of the Term.
- 10.3. Nothing in this Agreement shall exclude or limit the obligation of Customer to pay Nuggets' invoices issued in accordance with this Agreement.
- 10.4. Nothing in this Agreement shall exclude or limit liability for fraud or for death or personal injury resulting from the negligence of either Party or their servants, agents or employees acting in the course of their duties.

11. NOTICES

- 11.1. Any notice given under this Agreement will be in writing and shall be deemed served if hand delivered to the other party or sent by pre-paid post (with or without a facsimile transmission or confirmed email copy) to the address or transmission number of that party set out in clause 11.2 or such other address or number as may be notified under this Agreement by that party from time to time for this purpose. Notices will be deemed to be effective on personal delivery, within

48 hours of posting (if the address is in the UK or within 96 hours otherwise), or upon confirmation of receipt of facsimile or email.

11.2. The addresses of the Parties for the purposes of clause 11.1 as at the Effective Date are for Customer as, set out on the Order form, and for Nuggets:

Nuggets

Address	86-90 Paul Street London EC2A 4NE
For the attention of	Seema Khinda Johnson
Email	contact@nuggets.life

12. GENERAL

- 12.1. **Severability.** To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement in the relevant jurisdiction and it shall not affect the validity, lawfulness or enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 12.2. **No Waiver.** No failure or delay by any Party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either Party of any right, power or remedy preclude any further exercise of any other right, power or remedy. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.
- 12.3. **Time of the Essence.** Any times, dates or periods specified in the agreement may be extended or altered by agreement in writing between the parties, however, time shall not be of the essence.
- 12.4. **Assignment.** Neither the Agreement nor any interest or obligation herein may be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. Customer agrees that Nuggets may fulfil its obligations under this Agreement through the use of one or more third party contractors, and may sublicense the rights granted to Nuggets in clause 2.6 to such third party contractors, provided that Nuggets will be responsible for ensuring that each such third party contractors complies with the applicable portions of this Agreement when performing services for Nuggets or on its behalf. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to any purchaser of all or substantially all of its assets or to any of its subsidiaries or affiliates without approval hereunder, provided, however, that the assigning Party provides the other party with written notice of the assignment within thirty (30) days after the date of the transaction giving rise to the assignment.
- 12.5. **Relationship Between the Parties.** Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the Agreement or create any agency between the parties.
- 12.6. **Force Majeure.** A party will not be liable for any failure or delay in performing its obligations under this Agreement to the extent that this failure is the result of any cause or circumstance be-

yond the reasonable control of that party including acts of god, war, civil commotion or industrial dispute, fire, flood, governmental acts or orders or restrictions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing Party ("Force Majeure"). Any Party claiming that a Force Majeure condition has arisen shall immediately notify the other Party of the same and shall act diligently to overcome and remove the effects of the event of Force Majeure. Such Party shall notify the other Party promptly when such condition has ceased. If either Party is prevented from performing its obligations for a period exceeding thirty (30) days then the other Party may terminate this Agreement immediately on written notice.

- 12.7. **Entire Agreement.** Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them relating to the subject matter of the Agreement. Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of this Agreement and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently. This agreement may be executed in counterpart.
- 12.8. **Modification.** This Agreement may not be modified or amended except in writing signed by a duly authorised representative of each Party. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.
- 12.9. **Construction.** If there is a conflict between the terms of this Agreement and the terms to any attached Schedule, the order of priority in the event of any inconsistency among such terms shall be this Agreement and then the applicable Schedule.
- 12.10. **Third Parties.** Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement.
- 12.11. **Counterparts.** This Agreement may be executed by facsimile or electronic scan and in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 12.12. **Governing Law.** This Agreement shall be governed by and construed in accordance with English law. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the English courts.

SCHEDULE B

BRANDING and PUBLICITY OBLIGATIONS

Branding

Customer will include the Nuggets standard branding link in the form of a text and logo link containing the Nuggets Marks, and which will point the End User to download the Nuggets App, as such are provided to Customer by Nuggets (“**Branding Links**”). The size and placement of the Branding Link will be mutually agreed by the Parties in writing prior to the Provisioning Configuration Date. The Branding Links will point to (a) the Nuggets App at the locations where it may be downloaded by the End User; and (b) the Nuggets website located at the URL www.nuggets.life (or such replacement or successor site as Nuggets may designate in writing from time to time) (“**Nuggets Website**”).

The Customer will feature the Nuggets Marks on the following Customer Website and App pages:

- (a) [login page]
- (b) [registration page]
- (c) [shopping basket]
- (d) [acknowledgement/confirmation of order]

General Promotional Obligations. The Parties shall work in good faith to engage in the following marketing and promotional activities: (i) prepare and release a joint press release announcing the Parties relationship within thirty (30) days immediately following the Provisioning Configuration Date; and (ii) mutually develop a case-study reflecting the implementation of the Nuggets Service and Customer’s use of the Nuggets Technology, such case-study to be developed within ninety (90) days immediately following the Provisioning Configuration Date.

Joint Approval Rights. Customer agrees that during the Term of this Agreement, Nuggets may publicly refer to Customer, orally and in writing, as its customer and as a “**Nuggets customer**” and/or as a “**Nuggets partner**”. Except with respect to Customer fulfilling its promotional obligations under the Agreement, any other references require that each Party obtain from the other Party such other Party’s prior written approval of all marketing, advertising, press releases, and all other promotional materials referencing the other Party and/or the trademarks or service marks of the other Party prior to their use or distribution of such materials. Approval shall not be unreasonably withheld, delayed or conditioned, and such materials may be reused during the Term until such approval is withdrawn with reasonable prior notice.

SCHEDULE C

SERVICE LEVELS, MAINTENANCE AND SUPPORT AGREEMENT

Maintenance and Support means that Nuggets shall provide: (a) Maintenance of Nuggets Services and relevant corresponding documentation, including reasonable backup, storage and recovery efforts; and (b) Level 2 Technical Assistance. Service Levels are also provided below for availability, response time and incident resolution.

- I. **MAINTENANCE OF NUGGETS SOFTWARE SERVICES.** Maintenance shall consist of Upgrades, Backup Services and System Maintenance.
 - A. Maintenance.
 1. Upgrades. Nuggets will provide any and all software, hardware and telecommunication connections reasonably necessary to host, maintain and update the Nuggets Services according to the terms of this Agreement. Throughout the term of this Agreement, Nuggets may make changes and improvements to the Nuggets Services. Nuggets maintains the right to make such improvements and/or changes to the Nuggets Services at any time. Included in the Transaction Fees, Nuggets may Upgrade the Nuggets Technology to which Customer and its End Users have access so that such Nuggets Technology is the latest version available. Following Nuggets' completion of an Upgrade, Nuggets shall test such upgrades and shall make such Upgraded Nuggets Services available to Customer and its site End Users. Upgrades may invoke Downtime. Such Downtime during an Upgrade shall not count against service availability commitments. Upgrades shall not be deemed to include new software applications that have features and functions that are materially different from those in this Agreement and/or which are sold to customers at additional fees.
 2. Backup Services. Nuggets' systems are situated at secure and limited access hosting sites and are backed up daily.
 3. System Maintenance. Included in the quarterly service fees and/or revenue sharing agreement, Nuggets provides system monitoring and system maintenance. Periodic maintenance by either Nuggets or its hosting site will require scheduled Downtime. Whenever reasonably possible, Nuggets will provide Customer with advance notice and scheduled Downtime but advance notice will not apply in the event of hardware or software emergencies.
- II. **LEVEL 2 TECHNICAL ASSISTANCE.** Nuggets' main obligation for technical assistance shall be to provide reasonable Level 2 assistance for the Nuggets Services. Level 2 assistance shall mean that in the event an End User has questions or problems related to access or use of the Nuggets Services, such End User shall first contact Customer for Level 1 assistance. If Customer, after expending all reasonable efforts, cannot resolve the End User's problem, then Customer may contact Nuggets for assistance. Nuggets may provide such assistance either to Customer or to the End User, at Nuggets' discretion.

To facilitate Level 2 support, the Issue Escalation process is defined as follows:

- (1) Customer representatives can contact Nuggets Support online through help desk through the App or at Nuggets.life or by email via the email address provided.
- (2) Nuggets will assign a severity level based on the Response and Resolution Table (see below) to the issue submitted by the Customer and record the entry in a bug tracking system

- (3) Nuggets Support will respond to inbound messages or email messages subject to the agreed to time frames in the Response and Resolution Table below.

Customer is required to provide the following information when submitting an Issue Escalation:

- (1) Concise description of the problem
- (2) A list of steps required to reproduce the problem
- (3) The name of the individual (Customer and/or End User) reporting the problem
- (4) Estimation of percentage of users impacted by the problem.

Nuggets provision of Level 2 Technical Assistance does not include End User support. If Customer wishes Nuggets to provide such service this can be provided as an additional service at an extra cost.

III. SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Capitalized terms not defined in this Schedule C shall have the meaning set forth in the Agreement.

- A. **“Target Service Level”** means the desired or targeted level of performance for the initial Response Time for a particular Service Category.
- B. **“Minimum Service Level”** for each Service Category means the level of performance for Resolution Time below which a Service Level Default will be deemed to have occurred, as reflected in the table below.
- C. **“Service Category”** defines a set of conditions that warrant Target Service Levels and Minimum Service Levels as set forth in the table below.
- D. **“Service Level Default”** will be deemed to occur whenever Nuggets’ level of performance for a particular Service Category fails to meet the Minimum Service Level designated for that Service Category in the table below. Penalties for Service Level Defaults are described in Section 2 (c) below..

2. SERVICE LEVELS OVERVIEW.

- (a) General. Nuggets shall provide the necessary services so as to meet Minimum Service Levels with respect to the Nuggets Services during the Term of the Agreement.
- (b) Service Disruption. Nuggets will promptly inform Customer, by email (or other prompt means if email is unavailable), of any service disruption or Downtime, unless such disruption or Downtime is of an insignificant nature (i.e., less than 5 minutes). Nuggets will use commercially reasonable efforts to restore service as soon as practicable and inform Customer by email (or other prompt means if email is unavailable) once service is restored. Nuggets will also provide Customer with a written report of the problem and the steps Nuggets is taking to prevent the problem in the future.
- (c) Service Level Default. If, during any calendar month, there is a Service Level Default, based on failure to meet Resolution Time Minimum Service Levels in any Service Category numbered 1 or 2 as per the table in section 5 below, then, in addition to any other rights Customer maintains under the Agreement, Customer shall be entitled to a credit equivalent to five percent (5%) of the Transaction Fees payable in relation to the relevant calendar month which shall be applied as a credit in a subsequent invoice against Fees.

- (d) Exceptions. There will be excluded from the measurement of compliance with any Minimum Service Level any failure to meet such Minimum Service Level if, during, and to the extent that such failure is related to (i) any matter constituting a Force Majeure under the Agreement; or (ii) any material failure by Customer to perform its obligations under the Agreement, provided that such failure by Customer caused the failure to meet the applicable Minimum Service Level.

3. MEASUREMENT METHODOLOGY

Internal Monitoring

Nuggets is responsible for monitoring and reporting the Availability (as defined in section 4 below) of the Nuggets Services. Nuggets will monitor its systems, software and network infrastructure using a monitoring service and keep a log of any scheduled and unscheduled Downtime on a per Service per Customer Web-site basis.

If exact amount of Downtime cannot be calculated, Downtime will be calculated to the nearest 5 minute increment, not to be less than 5 minutes.

4. AVAILABILITY COMMITMENT

Nuggets Services will be Available, based on calculations above, 99.5% of the time on a monthly basis. **Available** is defined as responding via the internal and external monitoring services above and functioning per features described in Schedule B. Situations that invoke a Service Category numbered 1 or 2 as per the table in section 5 below will result in the credits provided under the Service Level Defaults section, above. If a particular Nuggets Service or Application is not Available, the lack of Availability will not impact the Availability of any other Nuggets Service or Application.

5. RESOLUTION AND RESPONSE TIMES

Service Category	Severity Level Definition (Measurement)	Target Service Level (1st Return Response By)	Minimum Service Level (Resolution Within)
1	Customer and an estimated more than fifty percent (50%) of End Users are unable to utilize the Nuggets Services, or the Nuggets Services are not operational or are not in compliance with their specifications and Customer's ability to do business is materially affected; such problem is not caused by a third party beyond Nuggets' control (e.g., local broadband service provider outage); no work around exists; or work around exists, but are unacceptable due to impact on Customer's business.	2 hours	Acceptable work around within 6 hours, final resolution within 24 hours
2	Components of Nuggets Service are operational, but functionality is seriously affected; loss in functionality can only be sustained by Customer for limited amount of time, or Customer has a time-sensitive question with the operation of the Nuggets Service(s) that is not answered in any documentation for the Nuggets Service(s).	4 hours	2 Business Days
3	Nuggets Services are operational, but a portion (impacting <5% of End Users) is not operating as documented or warranted; minor business impact and/or an acceptable temporary work around exists.	Same Business Day	5 Business Days
4	Customer or End User has a non-urgent question about the Nuggets Services, a request for a minor fix or a suggestion for an enhancement; otherwise, the Nuggets Services are fully operating as documented and warranted.	2 Business Days	Next scheduled maintenance

6. CONTACT HOURS AND PROCEDURES

Nuggets provides 24 hour x 7 day x 365 day per year response services per the table above. In the case of an issue per the Response and Resolution Table above, Customers should contact Nuggets via the email address provided during the Set-Up project.

SCHEDULE D

PROVISIONING OF NUGGETS SERVICES

Nuggets will Provision the Nuggets Services as set out in this Schedule D. Provisioning includes training and guidance throughout the Customer's integration of Nuggets Services on the Customer Website(s), App or Contact Centre.

Nuggets will deploy the personnel described in the Nuggets Resources table below. Customer will provide personnel as described in the Customer Resources table below.

A. Nuggets Resources

The following resources will be deployed by Nuggets as required in order to Provision the Nuggets Services:

Resource	Description
Solutions Consultant	Insures Successful Deployment of Nuggets Services <ul style="list-style-type: none">• Manages Engagement Team• Solution Strategy• Project Planning• Risk Assessment• Solution Delivery• Functional/Business Analysis• Quality Management• Technical Account Ownership
Technical Consultant	Nuggets Services and Social Media Technical Expert <ul style="list-style-type: none">• Product Configuration• Provisioning of Environments• Widget, code, and data integration training and guidance• Single Sign-on training and guidance• ID verification training and guidance• Assistance for Nuggets' Operations Team to enable and configure network and infrastructure components

B. Customer Resources

The following resources will be made available by Customer to Nuggets promptly as required during the Provisioning process:

Resource	Description
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Functional Lead	Product Manager <ul style="list-style-type: none"> • Owns the website, App or Call Centre as a product • Captures and communicates requirements and specifications to stakeholders • Tests implementation and validates that all requirements have been met.
Network Operations Technician	IT Network Engineer <ul style="list-style-type: none"> • Supports the hardware and software in Customer's stage and production environments. • Makes network changes, such as DNS entries or changes to network routes.
Project Manager	IT Project Manager or Product Manager <ul style="list-style-type: none"> • Manages Day-Day Project Tasks • Leads Customer Project Team • Nuggets' Solutions Consultant primary point of contact
Technical Lead	Technologist or Product Engineer <ul style="list-style-type: none"> • Manage Technical Project Aspects for Client • Interfaces with Nuggets' Solution Engineer • Reactive Native Creation/Editing • HTML Creation/Editing • Single Sign-on Implementation • ID verification Implements • Install Container • Support Customer to establish private key • Whitelist Customer ID • Connect and enable Merchant • Coordinate Technical Details with Customer Production and Engineering Teams
Technical team	Team members supporting the Technical Lead
Product Design Lead	Product Designer <ul style="list-style-type: none"> • Manage all UX and UI Design Aspects for Client • Interfaces with Nuggets' Project Manager and Technical Lead • Creates Customer branded UX and UI for whitelabel products • Leads and or manages A/B testing • Supports Customer Research and Testing • Coordinate UX and UI Details with Customer Production and Engineering Teams
Design Team	Team members supporting the Product Design Lead

SCHEDULE E

DATA PROCESSING AGREEMENT

THIS AGREEMENT is made on _____ 2024.

BETWEEN

- (1) Nuggets Limited having company number 10411419 and having its registered office at 86-90 Paul Street, London, England, EC2A 4NE ("**Nuggets**"); and
- (2) [Customer Ltd.] having company number [insert no.] and having its registered office at [insert address] ("**Customer**").

BACKGROUND

- (A) Nuggets is in the business of providing an identity verification platform which is decentralized and self-sovereign for the end user.
- (B) The Customer desires to use Nuggets platform, which works on a zero knowledge basis, to process identity verification of the Customer's end users.
- (C) Nuggets and the Customer have agreed that the platform shall be provided to the Customer according to the terms and conditions of this DPA.
- (D) The parties have entered into a Platform Services Agreement on [date] ("**PSA**") that may require Nuggets to process personal data on behalf of the Customer, for example in relation to the Customer's personnel.
- (E) This Personal Data Processing Agreement ("**DPA**") sets out the additional terms, requirements and conditions on which Nuggets will process Personal Data when providing services under the PSA. This DPA contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

IT IS AGREED AS FOLLOWS

13. DEFINITIONS

13.1. In this DPA the following words shall have the following meanings unless the context requires otherwise.

Authorised Persons	the persons or categories of persons that the Customer authorises to give Nuggets personal data processing instructions as identified in Annex A;
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Business Purposes	the services described in the PSA or any other purpose specifically identified in Annex A;
Data Subject	an individual who is the subject of Personal Data;
Personal Data	means any information relating to an identified or identifiable natural person that is processed by Nuggets as a result of, or in connection with, the provision of the services under the PSA; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
Processing, processes and process	either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process; and it includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; and processing also includes transferring Personal Data to third parties;
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

13.2. This DPA is subject to the terms of the PSA and is incorporated into the PSA. Interpretations and defined terms set out in the PSA apply to the interpretation of this DPA.

13.3. The Annexes form part of this DPA and will have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Annexes.

13.4. In the case of conflict or ambiguity between:

13.4.1. any provision contained in the body of this DPA and any provision contained in the Annexes, the provision in the body of this DPA will prevail; and

13.4.2. any of the provisions of this DPA and the provisions of the PSA, the provisions of this DPA will prevail.

13.5. In this DPA unless the context requires otherwise:

13.5.1. any reference to a Clause or Annex is to the relevant clause or annex of this Agreement;

13.5.2. headings are included for convenience only and shall not affect the interpretation of this

Agreement;

13.5.3. the singular includes the plural and vice versa;

13.5.4. any gender includes the other genders;

13.5.5. any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

13.5.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

13.5.7. any reference to "written" or "in writing" shall include email.

14. PERSONAL DATA TYPES AND PROCESSING PURPOSES

14.1. The Customer and Nuggets acknowledge that for the purpose of the Data Protection Legislation, the Customer is the controller and Nuggets is the processor.

14.2. The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Nuggets

14.3. Annex A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which Nuggets may process to fulfil the Business Purposes of the PSA.

15. PROVIDER'S OBLIGATIONS

15.1. Nuggets will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from Authorised Persons, where they have been identified in Annex A. Nuggets will not process the Personal Data for any other purpose or in a way that does not comply with this DPA or the Data Protection Legislation. Nuggets must promptly notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.

15.2. Nuggets must promptly comply with any Customer request or instruction from Authorised Persons, where they have been identified in Annex A, requiring Nuggets to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

15.3. Nuggets will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this DPA specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires Nuggets to process or disclose Personal Data, Nuggets must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

15.4. Nuggets will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Nuggets' processing and the information available to Nuggets, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

15.5. Nuggets must promptly notify the Customer of any changes to Data Protection Legislation that

may adversely affect Nuggets' performance of the PSA.

16. PROVIDER'S EMPLOYEES

16.1. Nuggets will ensure that all employees:

- 16.1.1. are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- 16.1.2. have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
- 16.1.3. are aware both of Nuggets' duties and their personal duties and obligations under the Data Protection Legislation and this DPA.

17. SECURITY

- 17.1. Nuggets must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in Annex B.
- 17.2. Nuggets must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
 - 17.2.1. the pseudonymisation and encryption of personal data;
 - 17.2.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 17.2.3. 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
 - 17.2.4. a process for regularly testing, assessing and evaluating the effectiveness of security measures.

18. PERSONAL DATA BREACH

- 18.1. Nuggets will promptly and without undue delay notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Nuggets will restore such Personal Data at its own expense.
- 18.2. Nuggets will promptly and without undue delay notify the Customer if it becomes aware of:
 - 18.2.1. any accidental, unauthorised or unlawful processing of the Personal Data; or
 - 18.2.2. any Personal Data Breach.
- 18.3. Where Nuggets becomes aware of any circumstances under 6.2.1 or 6.2.2 above, it shall, without undue delay, also provide the Customer with the following information:
 - 18.3.1. description of the nature of the circumstances, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - 18.3.2. the likely consequences; and
 - 18.3.3. description of the measures taken, or proposed to be taken to address the circumstances, including measures to mitigate its possible adverse effects.

- 18.4. Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Nuggets will reasonably co-operate with the Customer in the Customer's handling of the matter, including:
- 18.4.1. assisting with any investigation;
 - 18.4.2. providing the Customer with physical access to any facilities and operations affected;
 - 18.4.3. facilitating interviews with Nuggets' employees, former employees and others involved in the matter;
 - 18.4.4. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - 18.4.5. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 18.5. Nuggets will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.
- 18.6. Nuggets agrees that the Customer has the sole right to determine:
- 18.6.1. whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - 18.6.2. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 18.7. Nuggets will cover all reasonable expenses associated with the performance of the obligations under Clause 6.2 and Clause 6.4 unless the matter arose from the Customer's specific instructions, negligence, wilful default or breach of this DPA, in which case the Customer will cover all reasonable expenses.
- 18.8. Nuggets will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to a Personal Data Breach to the extent that Nuggets caused such a Personal Data Breach, including all costs of all notices and any remedies offered as set out in Clause 6.6.

19. CROSS-BORDER TRANSFERS OF PERSONAL DATA

- 19.1. Nuggets (or any subcontractor) must not transfer or otherwise process Personal Data outside the European Economic Area (EEA) without obtaining the Customer's prior written consent.
- 19.2. Where such consent is granted, Nuggets may only process, or permit the processing, of Personal Data outside the EEA under the following conditions:
- 19.2.1. Nuggets is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals, providing always that Nuggets must identify in Annex A the territory that is subject to such an adequacy finding; or
 - 19.2.2. Nuggets participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that Nuggets (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protec-

tion Regulation ((EU) 2016/679), providing always that Nuggets must identify in Annex A the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and Nuggets must immediately inform the Customer of any change to that status; or

19.2.3. the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.

20. SUBCONTRACTORS

20.1. Nuggets may only authorise a third party (subcontractor) to process the Personal Data if:

20.1.1. the Customer provides prior written consent prior to the appointment of each subcontractor;

20.1.2. Nuggets enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this DPA, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;

20.1.3. Nuggets maintains control over all Personal Data it entrusts to the subcontractor; and

20.1.4. the subcontractor's contract terminates automatically on termination of this DPA for any reason.

20.2. Those subcontractors approved as at the commencement of this DPA are as set out in Annex A. Nuggets must list all approved subcontractors in Annex A and include any subcontractor's name and location and contact information for the person responsible for privacy and data protection compliance.

20.3. Where the subcontractor fails to fulfil its obligations under such written agreement, Nuggets remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

20.4. On the Customer's written request, Nuggets will audit a subcontractor's compliance with its obligations regarding the Customer's Personal Data and provide the Customer with the audit results.

21. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD PARTY RIGHTS

21.1. Nuggets must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

21.1.1. the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

21.1.2. information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.

21.2. Nuggets must notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

21.3. Nuggets must notify the Customer promptly and within 3 working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.

- 21.4. Nuggets will give the Customer its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 21.5. Nuggets must not disclose the Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this DPA or as required by law.

22. TERM AND TERMINATION

- 22.1. This Agreement will remain in full force and effect so long as:

- 22.1.1. the PSA remains in effect; or

- 22.1.2. Nuggets retains any Personal Data related to the PSA in its possession or control ("**Term**").

- 22.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the PSA in order to protect Personal Data will remain in full force and effect.
- 22.3. Nuggets' failure to comply with the terms of this DPA is a material breach of the PSA. In such event, the Customer may terminate any part of the PSA authorising the processing of Personal Data effective immediately on written notice to Nuggets without further liability or obligation.
- 22.4. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations under the PSA, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within the time period for implementation of the change given in the relevant Data Protection Legislation, they may terminate the PSA on written notice to the other party.

23. DATA RETURN AND DESTRUCTION

- 23.1. At the Customer's request, Nuggets will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 23.2. On termination of the PSA for any reason or expiry of its term, Nuggets will securely delete or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this DPA in its possession or control, except for one copy that it may retain for a period of 7 years from the date of termination for evidential and audit purposes only (intending to allow the Personal Data to be retained in the event that a claim is brought in accordance with the limitation period in section 5 of the Limitation Act 1980).
- 23.3. If any law, regulation, or government or regulatory body requires Nuggets to retain any documents or materials that Nuggets would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.
- 23.4. Nuggets will certify in writing that it has deleted the Personal Data within [5] working days after it completes the deletion.

24. RECORDS

- 24.1. Nuggets will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures

referred to in Clause 5.1 (“**Records**”).

- 24.2. Nuggets will ensure that the Records are sufficient to enable the Customer to verify Nuggets’ compliance with its obligations under this DPA and Nuggets will provide the Customer with copies of the Records upon request.
- 24.3. The Customer and Nuggets must review the information listed in the Annexes to this DPA once a year or more frequently as agreed between the parties in order to confirm its current accuracy and update it when required to reflect current practices.

25. AUDIT

- 25.1. During the Term, Nuggets will permit the Customer and its third-party representatives to audit Nuggets’ compliance with its Agreement obligations, on at least 10 working days’ notice, and no more frequently than twice in any year of the Term unless agreed otherwise. Nuggets will give the Customer and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to:
- 25.1.1. physical access to, remote electronic access to, and copies of the Records and any other information held at Nuggets’ premises or on systems storing Personal Data;
 - 25.1.2. access to and meetings with any of Nuggets’ personnel reasonably necessary to provide all explanations and perform the audit effectively; and
 - 25.1.3. inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process or transport Personal Data.
- 25.2. The notice requirements in Clause 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach occurred or is occurring, or Nuggets is in breach of any of its obligations under this DPA or any Data Protection Legislation.
- 25.3. If a Personal Data Breach occurs or is occurring, or Nuggets becomes aware of a breach of any of its obligations under this DPA or any Data Protection Legislation, Nuggets will:
- 25.3.1. within 5 working days of the triggering event, conduct its own audit to determine the cause;
 - 25.3.2. produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
 - 25.3.3. provide the Customer with a copy of the written audit report; and
 - 25.3.4. use all reasonable efforts to remedy any deficiencies identified by the audit within 10 working days from the date of the written report.

26. WARRANTIES

- 26.1. Nuggets warrants and represents that:
- 26.1.1. it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - 26.1.2. it has no reason to believe that the Data Protection Legislation prevents it from providing any of the PSA’s contracted services;
 - 26.1.3. considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to,

Personal Data, and ensure a level of security appropriate to:

26.1.4. the harm that might result from such unauthorised or unlawful processing or accidental

loss, destruction or damage;

26.1.5. the nature of the Personal Data protected; and

26.1.6. comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 5.1.

26.2. The Customer warrants and represents that Nuggets' expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

27. INDEMNIFICATION

27.1. Each party agrees to indemnify, keep indemnified on demand and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the indemnified party or for which the indemnified party may become liable due to any failure by the indemnifying party or its employees, subcontractors or agents to comply with any of the indemnifying party's obligations under this DPA or the Data Protection Legislation, subject always to the party seeking to claim and indemnity taking all reasonable steps to mitigate their costs, claims, damages or expenses.

27.2. Any limitation of liability set forth in the PSA will not apply to this DPA's indemnity or reimbursement obligations.

28. NOTICE

28.1. Any notice or other communication given to a party under or in connection with this DPA must be in writing and delivered to:

29. For the Customer: [CUSTOMER DATA PRIVACY CONTACT]

30. For Nuggets: [PROVIDER DATA PRIVACY CONTACT]

31.

31.1. Clause 16.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF **Customer**]

Director

Signed by Alastair Johnson

for and on behalf of **Nuggets Limited**

Director

ANNEX A

PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Subject matter of processing:

Duration of Processing:

Nature of Processing:

Business Purposes:

Personal Data Categories:

Data Subject Types:

Authorised Persons:

Identify Nuggets' legal basis for processing Personal Data outside the EEA in order to comply with cross-border transfer restrictions (select one):

- Located in a country with a current determination of adequacy (list country): _____.
- Binding Corporate Rules.
- Standard Contractual Clauses between Customer as “data exporter” and Nuggets as “data importer”.
- Standard Contractual Clauses between Nuggets as “data exporter” on behalf of Customer and Nuggets affiliate or subcontractor as “data importer”.
- EU-US Privacy Shield Certified.
- Other (describe in detail): _____.

Approved Subcontractors:

- [List all approved subcontractors.]

ANNEX B

SECURITY MEASURES

Supplier to insert description of its technical and organisational data security measures such as:

- Physical access controls.
- System access controls.
- Data access controls.
- Transmission controls.
- Input controls.
- Data backups.
- Data segregation.