

## 1 DEFINITIONS

For the purposes of these general terms and conditions ("Terms") the following words have the following meaning: -

**"Authorised Representative"** means any director or other duly authorised employee of Spherica or of the Customer;  
**"Bespoke Goods"** means goods provided by Spherica to the Customer that are created in accordance with the Customer's specification;

**"Contract"** means together these Terms and the accompanying Order;

**"Controller"**: any person who falls under any definition of "Data Controller" or "controller" under any Data Protection Law.

**"Customer"** means an Authorised Representative to whom Spherica supplies Products or Services;

### **Data Protection Law:**

- (i) the DPA, the GDPR, any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation;
- (ii) any replacement to, addition to, or amendment of, any of the foregoing including any national laws or regulations constituting a replacement or successor data protection regime to that governed by GDPR; and
- (iii) any other applicable laws concerning data protection, confidentiality or privacy which may come into force from time to time.

**"Spherica"** means Spherica Business Solutions Limited incorporated and registered in England and Wales with company number 06951540 whose registered office is at The Lewis Building, 35 Bull Street, Birmingham, B4 6EQ, United Kingdom;

**"Order"** means the order submitted by the Customer formally accepted by Spherica and governed by these Terms;

**"Parties"** means Spherica and the Customer;

**"Personal Data"**: any information which falls within the definition of "personal data" under any Data Protection Law

**"Processing", "Processed" and "Process"**: as defined under any Data Protection Law.

**"Processor"**: any person who falls under any definition of "Data Processor" or "processor" under any Data Protection Law.

**"Products"** means any products to be supplied by Spherica to a Customer including but not limited to the Bespoke Goods, hardware, software or documentation;

**"Services"** means any services to be provided by Spherica to a Customer.

## 2 CONTRACT

- 2.1 These Terms will apply to the provision of goods and services to the Customer.
- 2.2 Spherica agrees to provide the Services in accordance with these Terms and the Order.

2.3 Time shall not be of the essence of the provision of the Services under this Contract and delivery dates mentioned in any quotation, order acknowledgement or elsewhere are approximate only and not of any contractual effect. Spherica shall not have any liability for loss or damage (including loss of profit and consequential loss) to the Customer in respect of any failure to deliver on any particular date or dates.

2.4 These Terms and Conditions will be deemed to have been accepted by the Customer when the Customer either accepts the Terms, Contract, quotation or Order or from the date of delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between Spherica and the Customer. In the event of inconsistency between the Order and these Terms the Order shall prevail.

## 3 SERVICES AND ORDER PROCESS

3.1 There is no obligation on Spherica to supply the Services, Products or Bespoke Goods to the Customer and a valid contract will only come into existence once Spherica has given written acceptance of an Order in accordance with this clause.

3.2 Any quotation is valid for a period of 14 days only from the date shown unless expressly withdrawn by Spherica at any time.

3.2 When the Customer requires Services to be provided by Spherica, the Customer will email or otherwise request in writing the Services to be provided .

3.3 If Spherica are willing and able to provide the Services they will provide a quotation Which remains open for acceptance for a period of 30 days

3.4 For the avoidance of doubt, no contract will be formed between the parties until Spherica confirms in writing its willingness and ability to provide the Services at the price agreed and is received by the Customer.

## 4 PRICES, FEES AND PAYMENT

4.1 The prices or fees chargeable by Spherica in respect of the supply of Services or Products are calculated with specific reference to the obligations undertaken and warranties and representations made by Spherica. Invoices will be issued by Spherica in accordance with the terms set out in the quotation or other written correspondence.

4.2 Payment of all Invoices shall be made within thirty (30) days of the invoice date. Spherica shall have the right to charge interest from the invoice date on overdue invoices without further notice at a rate of 8 per cent per annum over the base rate of Lloyds Bank plc for the time being in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 4.3 Amounts payable by the Customer are exclusive of value added tax and other taxes duties levies or other deductions or withholdings. The Customer shall be obliged to pay in accordance with Clause 4.2 above any such taxes or other amounts notified to it by Spherica.
- 4.4 The Customer shall pay all amounts due without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Spherica may at any time, without limiting its other rights or remedies set off any amount owing to it by the Customer against any amount payable by Spherica to the Customer.
- 4.5 The Parties agree that Spherica may review and increase the fees set out at clause 4.1 provided that such increases relate only to price increases imposed on Spherica by a third party supplier or manufacturer of Products or Services. Spherica shall give the Customer as much written notice as is practicable of any such increase before the proposed date of that increase and the Customer hereby agrees and acknowledges that it will accept such price increase.
- 5 DELIVERY OF BESPOKE GOODS**
- 5.1 Spherica will deliver the Bespoke Goods to the address specified in the Order or to another location we agree in writing.
- 5.2 If the Customer does not take delivery of the Bespoke Goods, Spherica may, at their discretion and without prejudice to any other rights :
- (a) store or arrange for the storage of the Bespoke Goods and reserves the right to charge the Customer for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
  - (b) make arrangements for redelivery of the Bespoke Goods and will charge you for the costs of such redelivery; and / or
  - (c) after 10 business days, resell or otherwise dispose of part or all of the Bespoke Goods and reserves the right to charge the Customer for any shortfall below the price of the Bespoke Goods.
- 5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Spherica will not be liable for any delay in delivery of the Bespoke Goods that is caused by a circumstance beyond Spherica's control or the Customer's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- 6 INSPECTION AND ACCEPTANCE OF BESPOKE GOODS**
- 6.1 The Customer must inspect the Goods on delivery or collection.
- 6.2 If the Customer identifies any damage or shortages, the Customer must inform Spherica in writing within 5 days of delivery, providing details.
- 6.3 Other than by agreement, Spherica will only accept returned Goods if it is satisfied that those Goods are defective and if required have carried out an inspection.
- 6.4 Subject to the Customer's compliance with this clause and/or Spherica's agreement, in the event of damage or shortage to the delivery, the Customer may return Goods and Spherica will, as appropriate, repair, replace or refund the Goods or part of them.
- 6.5 Spherica will be under no liability or further obligation in relation to the Goods if :
- (a) the Customer fails to provide notice as set out above; and / or
  - (b) the Customer makes any further use of the Goods after giving notice under the clause above relating to damage or shortage; and/or
  - (c) the defect arises from normal wear and tear of the Goods; and/or
  - (d) the defect arises from misuse or alterations of the Goods, negligence, wilful damage or any other act by the Customer, its employees or agents or any third parties.
- 6.6 The Customer bears the risk and cost of returning the Goods.
- 6.7 Acceptance of the Goods will be deemed to be upon inspection of them by the Customer and in any event within 14 days of delivery.
- 7 RISK AND TITLE**
- 7.1 The risk in the Goods will pass to the Customer on completion of delivery.
- 7.2 Title to the Goods will not pass to the Customer until Spherica have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that Spherica have supplied to the Customer in respect of which payment has become due.
- 7.3 Until title to the Goods has passed to the Customer, the Customer must:
- (a) hold the Goods on a fiduciary basis as Spherica's bailee; and/or
  - (b) store the goods separately and not remove, deface or obscure any identifying mark on or relating to the Goods which would prevent it's resale or return; and/or
  - (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 7.4 As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy Spherica may have, Spherica can at any time ask the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

## 8 CUSTOMER OBLIGATIONS

- 8.1 The Customer hereby agrees and acknowledges that Spherica may require access to the Customer's premises in order to provide the Services. The Customer will allow Spherica access to its premises to provide the Services upon Spherica providing reasonable written notice of its need to enter the Customer's premises. The Customer hereby agrees and acknowledges that such access may be required by Spherica outside of the Customer's normal business hours and the Customer agrees that it will allow such access as is reasonably necessary to provide the Services.
- 8.2 Wherever required in respect of the supply of Services or Products the Customer shall provide Spherica staff, employees, agents and sub-contractors with such computer resources and other facilities as may be necessary, during and outside Customer's normal office hours, for such staff, employees, agents and sub-contractors to supply the Services or Products. The work environment shall be suitably equipped and shall provide facilities for making and receiving telephone calls to and from Spherica in private.
- 8.3 Support services to be provided by Spherica, including but not limited to, project management, planning and review, preparation of user documentation and computer installation and operation shall be as agreed in writing. Any support services not so agreed upon shall be furnished by the Customer.
- 8.4 The Customer shall advise Spherica of all rules and regulations relating to the conduct of the Customer's employees and of specific regulations or practices which Spherica personnel should comply with. Spherica personnel shall use reasonable endeavours to comply with such rules and regulations whenever they are on the Customer's premises. The Customer shall take all reasonable precautions to ensure the health and safety of Spherica staff, employees, agents and sub-contractors while they are on the Customer's premises.
- 8.5 The Customer shall give prompt attention to any matter raised by Spherica relating to the obligations of the Customer under this Clause.
- 8.6 As part of the Services, Spherica may supply to the Customer passwords to access certain features of the Services provided. The Customer shall use its best endeavours to ensure that any such passwords are only made known to such persons connected with the Customer as is absolutely necessary. The Customer shall use its best endeavours to ensure that such passwords remain confidential.

## 9 LIABILITY AND INDEMNITY

- 9.1 This Clause 9 prevails over all other clauses in the Contract.
- 9.2 Neither Party excludes or limits its liability to the other

Party for death or personal injury caused by its negligence.

- 9.3 Subject to the clauses on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 9.3 Except as provided in Clause 9, the aggregate liability of Spherica in respect of any loss or damage suffered by the Customer flowing from any one event or series of connected events shall not exceed the value of the price paid for the Products or Services under the Order however that liability arises including (without limitation) breach of contract, tort, misrepresentation or breach of statutory duty.
- 9.4 Spherica shall not be liable to the Customer for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that Party was aware of the possibility of that loss or damage arising.
- 9.5 Spherica shall not be liable for any reputational loss suffered by the Customer or any third party in connection with Spherica's provision of the Products and/or Services to the Customer.
- 9.6 The Customer is responsible for ensuring the accuracy of all facts and any information or knowledge possessed by that Party prior to disclosure to it by the other or rightfully acquired from sources other than the other Party.
- 9.7 Spherica reserves the right to sub-contract all or any part of its rights and obligations under these Terms and any such sub-contractor may be passed such confidential information as may be necessary for such purpose. Customer has the right to reject any sub-contractor on the basis of suitability. Also pursuant to GDPR Article 28 another processor will not be engaged without prior specific or general written authorisation of the controller of personal data.
- 9.8 Notwithstanding any other provisions of this clause 9. Spherica shall not be liable for any losses, costs or expenses howsoever arising in connection with any information or products supplied by the Customer to Spherica for use by Spherica in providing the Products or Services.
- 9.9 The provision of this clause 9 shall continue after the termination of the Contract.

## 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that it owns no copyright or other intellectual property rights in any of the Products including but not limited to copyright in documentation and programs in either eye-readable or in machine-readable form.
- 10.2 Both Parties shall not delete any proprietary information,

patent or trade mark notices appearing on any documentation or media supplied to the Parties at any time. Further, the Customer will ensure that all copies of documentation made by it under the provisions hereof shall carry a copyright notice approved and provided by Spherica. This provision relates to copies of any part or parts of any documentation and to excerpts taken from any documentation supplied by Spherica.

- 10.3 The Customer undertakes that it shall ensure that its employees will not make copies in whole or in part of any Products or of any know-how relating thereto or any other material provided or in any way obtained in eye-readable form except for the Customer's own use and ownership of such copies shall vest in Spherica.

## **11 NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS**

- 11.1 Without in any way restricting the right of an employee freely to accept employment and change employment if either Party induces an employee of the other Party to enter its service at any time during the supply of the Services or Products then that Party shall pay to the other an amount being equivalent to the employee's net annual salary in recognition only of the disruption that such inducement would cause to the efficient conduct of the other Party's business.

- 11.2 During the term of this agreement and for a period of one year following the termination of this agreement, the Customer shall not solicit an employee or person contracted to Spherica to work directly for the Customer, or any subsidiary of the Customer, in any capacity whatsoever.

## **12 CONFIDENTIALITY**

- 12.1 The Parties agree to treat in confidence the other's data, documentation and information which is marked confidential or which is by its nature clearly confidential ("Confidential Information"). The Parties further agree not to disclose any Confidential Information to any other person other than its own employees under conditions of confidentiality and then only to the extent required for proper implementation and utilisation and the proper performance. Nothing shall prevent Spherica from using the knowledge and know-how gained in providing the Services in any combination for any other purpose.

- 12.2 Nothing contained herein shall be construed to impose a confidentiality obligation on a Party in respect of:-

- (a) any matter appearing in public literature or otherwise within the public domain unless the information is in the public domain as a result of a breach of this Contract by that Party; or
- (b) disruption that such inducement would cause to the efficient conduct of the other Party's business.

## **13 TERMINATION**

- 13.1 Spherica shall be entitled by notice in writing, without

prejudicing any rights contained herein or accrued hereunder, to terminate forthwith any provision of the Services or supply of Products if any invoice raised by Spherica is still outstanding after thirty (30) days and the Customer continues to be in default for thirty (30) days after written notice of default has been given to it by Spherica.

- 13.2 Without prejudicing any rights hereunder either Party shall be entitled to terminate forthwith any provision of the Services or supply of Products by notice in writing:-

- (a) if the other Party has committed a material breach or persistent breaches of these Terms and continues such default for thirty (30) days after written notice has been given to such Party with a request that such material breach or persistent breaches are rectified and no such rectification takes place; or
- (b) upon the other Party passing a resolution for winding up (save for the purpose of amalgamation or reconstruction and where the amalgamated or reconstructed company agrees to adhere to these Terms) or suffering a winding-up order being made against it or going into administration; or
- (c) if a receiver or administrative receiver is appointed or an encumbrancer takes possession of the undertaking or assets (or any part thereof) of the other Party; or
- (d) if the other Party is unable to pay its debts as they fall due or ceases to or threatens to cease to carry out its business or enters into a composition with its creditors.

## **14 CONSEQUENCES OF TERMINATION**

- 14.1 On termination of the provision of the Products and Services for any reason:

- (a) the Customer shall immediately pay to Spherica all outstanding invoices and interest to Spherica and in respect of Services supplied but for which no invoice has been submitted, Spherica shall submit an invoice, which shall be payable by the Customer immediately upon receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

## **15 WARRANTIES**

- 15.1 Spherica provides no warranty as to the quality of the Products supplied in the provision of the Services over and above any warranty supplied by the manufacturer of such Products.



15.2 If the Customer wishes to make use of a manufacturer's warranty, Spherica will use reasonable endeavours to support the Customer in connection with the enforcement of any such warranty.

15.3 Notwithstanding clause 15.1 and 15.2 above, Spherica warrants that Bespoke Goods provided to the Customer as part of the Services will comply with the specification provided by Spherica.

15.4 If Bespoke Goods are found by the Customer to be non-compliant with the specification provided by Spherica, Spherica will at its absolute discretion:

- (a) repair or replace the Bespoke Goods; or
- (b) refund to the Customer the charges paid in connection with the parts of the Products or Services that are faulty or defective.

## 16 INSURANCE

16.1 Spherica shall effect and maintain general insurance in connection with the provision of the Services to a maximum of £1,000,000 (one million pounds) for any one occurrence in connection with the provision of the Services by Spherica.

## 17 FORCE MAJEURE

17.1 Neither Party will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its reasonable control including but not limited to; act of God or governmental act, flood, fire, explosion, accident, civil commotion, industrial dispute, or transportation or communications problems, or impossibility of obtaining materials.

17.2 Each Party agrees to give written notice as soon as reasonably possible to the other on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

## 18 NOTICE

18.1 Any notice given under this Contract must be given in writing and sent or delivered by hand, post, or facsimile to the other Party at the address stated in the Contract (or any other address notified for this purpose by that Party) provided that any;

- (a) notice delivered by hand shall be deemed to have been given when deposited at the appropriate address;
- (b) notice sent by post shall be deemed to have been given forty-eight (48) hours after a first class registered letter is posted to the appropriate address; and
- (c) notice sent by facsimile shall be deemed to have been given on transmission to the correct number, provided that such notice is confirmed within forty-

eight (48) hours as in a) or b) above.

## 19 GENERAL

19.1 No failure, delay or indulgence on the part of either Party in exercising any power or right under this Contract shall operate as a waiver of such power or right.

19.2 No single or partial exercise of any power or right by either Party shall preclude any other or further exercise thereof or the exercise of any other such power or right under this Contract.

19.3 If any provision of this Contract shall be held by a court of competent jurisdiction to be invalid or voidable such provision shall be struck out and the remainder thereof shall stand in full force and effect.

19.4 The Customer shall fully indemnify and hold Spherica harmless in respect of any claims by third parties which are caused by or arise from any act or omission of Spherica or of any employee, agent or sub-contractor carried out pursuant to instructions of the Customer.

19.5 Neither Party may assign this Contract or any of its rights and obligations hereunder without the prior written consent of the other provided that Spherica shall not require consent for assignment within the Spherica group of companies.

19.6 Clause headings are inserted for convenience of reference only and shall have no effect in interpreting these Terms.

19.7 Any publicity to be issued in connection with this Contract (including any dispute arising) shall only be issued subject to prior written consent from the Parties, such consent shall not be unreasonably withheld.

19.8 In the event of frustration of this Contract each Party shall be relieved of the requirement to perform obligations as from the date of frustration and the Customer shall be obliged to pay Spherica all sums already due and payable as at the date of frustration together with payment for all work done and all expenses incurred by Spherica up to the date of frustration whether or not payment would otherwise have been due and payable as at that date.

19.9 A person who is not party to this Contract shall not have any rights to enforce its terms.

19.10 No alteration or addition to these Terms shall be valid unless agreed in writing by the Authorised Representatives.

19.11 When the Customer issues a purchase order to Spherica relating to the Services or Products, the Customer agrees that the terms of such purchase order that are in direct conflict with this Contract shall not apply and such purchase order shall be accepted by Spherica for the sole purpose of referencing invoices.

19.12 This Contract shall be governed according to the law of England and Wales. The Parties will seek to resolve disputes between them by an Alternative Dispute Resolution ("ADR") technique recommended by the Centre for Dispute Resolution ("CEDR"). If the Parties fail to settle the dispute within thirty (30) days following their agreement to involve CEDR or either Party refuses to submit to ADR, the dispute shall be referred to the non-exclusive jurisdiction of the courts of England and Wales.

## 20 DATA PROTECTION AND DATA PROCESSING

20.1 The parties further acknowledge that for the purposes of the Data Protection Law, the Customer is the Data Controller and Spherica are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Law).

20.2 The parties acknowledge and agree that Spherica will process Personal Data in order to provide the agreed services. This will be done in accordance with Spherica's Data Protection Policy, available on the website.

20.3 Both parties shall comply with all applicable requirements of Data Protection Law at all times during the Term of this Agreement. This clause 20 is in addition to, and does not relieve, remove or replace, either party's obligations under Data Protection Law.

20.4 The Customer shall indemnify and keep Spherica indemnified against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with:

- (a) any breach by the Customer of its obligations under this clause 20; or
- (b) any breach by Spherica of this clause 20 which arises out of Spherica providing the Services in accordance with the Customer's instructions.

20.5 Unless instructed otherwise, in providing the Services to the Customer, Spherica shall only Process Personal Data to the extent strictly necessary to complete the services and not for any other purpose.

20.6 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Law) to Spherica for the duration and purposes of the Agreement.

20.7 Spherica shall, in relation to any Personal Data processed in connection with the performance by it of its obligations under the Agreement:

- (a) process that Personal Data only on the Customer's documented instructions unless Spherica are required to do so by All Applicable Laws to which it is subject; in such a case, Spherica shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; (c) taking into account, 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, Spherica shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
  - (i) the pseudonymisation and encryption of Personal Data;
  - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
  - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
  - (v) in assessing the appropriate level of security referred to in clause 20.7.3 of this Agreement, take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
  - (vi) where Spherica intend to engage a new Data Processor, inform the Customer in writing not less than two weeks before the intended change. Where the Customer notifies Spherica immediately of any objections to that new Data Processor, Spherica will cease to provide the Services. Any Services that commenced three days prior to the Customer being notified of this change may be processed by the new Data Processor. If the Customer does not object to this notified change within three (3) days of being notified, Spherica will continue to perform the Services in fulfilment of its obligations under this Agreement;
  - (vii) where Spherica engage another Data Processor for carrying out specific processing activities on the Customer's behalf, the same data

protection obligations as set out in this Agreement shall be imposed on that other Processor by way of a contract or other legal act under All Applicable Laws, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other Processor fails to fulfil its data protection obligations, Spherica shall remain fully liable to the Customer for the performance of that other Data Processor's obligations.

- (viii) taking into account the nature of the processing, (at the Customer's cost) assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down under Data Protection Law including under Chapter III of the GDPR;
- (ix) shall assist the Customer (at its cost) in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Spherica;

- (x) notify the Customer without undue delay on becoming aware of any Personal Data Breach in respect of any Personal Data;
- (xi) at the Customer's choice, delete or return all the personal data after the end of the provision of Services relating to data processing (or at any point in time whilst such data processing is taking place), and delete existing copies unless All Applicable Law requires storage of the personal data;
- (xii) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. For the avoidance of doubt, costs attributable to any such audit shall be borne by the Customer;
- (xiii) immediately inform you if, in our opinion, an instruction infringes the GDPR or other applicable data protection provisions.

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