

Zellis Group – Terms and Conditions

1. Interpretation and Definitions

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

Affiliate	means, with respect to a party, any other entity or person Controlling, Controlled by or under common Control with such party.
Agreement	means the Order, these terms and conditions, the relevant Service Schedule, the Implementation Statement of Work (if applicable), and all documents attached or referenced in such documents, as amended from time to time.
Business Day	means any day other than a Saturday, Sunday, public holiday or bank holiday in the country from which the Supplier provides the Services.
Charges	means the charges or fees set out in the Agreement.
Confidential Information	means any non-public, commercially proprietary or sensitive information (other than Personal Data) or materials belonging to, concerning or in the possession or control of (i) a party or its Affiliates or (ii) a third party for which that party is obliged to keep the information confidential; that the disclosing party discloses or makes available to the other party (or its representatives) in connection with the Agreement (including information received during negotiations, site visits and meetings) regardless of whether such information is specifically designated as confidential and regardless of media including written and oral forms.
Control	means that an entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another entity (whether through ownership of voting shares, by contract or otherwise) and “Controls”, “Controlling” and “Controlled” shall be interpreted accordingly.
Customer	means the customer as specified in the Order.
Customer Data	means data inputted into the System by the Customer, Employees or the Supplier on the Customer’s behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.
Data Protection Schedule	means the Data Protection Schedule attached to these terms and conditions.

Employee	means employees, temporary staff, self-employed consultants, volunteers, pensioners, ex-employees, and other authorised individuals.
Force Majeure Event	means the occurrence of an event outside the reasonable control of a party that delays or prevents the impacted party, directly or indirectly, from performing some or all of its obligations under the Agreement, including acts of God, flood, drought, earthquake or other natural disaster; the impact of government public health measures adopted to prevent the spread of infections irrespective of the fact that the parties may be aware of the existence of those infections; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; cyber-attacks, ransomware, attacks by state-based actors, or denial of service attacks; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility service.
Implementation Statement of Work	means the document titled as such, setting out details of the implementation services that will be provided by the Supplier.
Law	means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority.
Materials	means all information systems and technology, software, tools, methods, forms, processes, procedures, workflows, data, data formats, data compilations, program names, designs, manuals, trademarks, logos and other material made available to the other party in connection with provision of the Services.
Order	means each order form in the format provided by the Supplier (which may be titled 'Customer Agreement' or otherwise) signed by the parties to that order, to which these terms and conditions are appended/hyperlinked.
Personal Data	is defined in the Data Protection Schedule.
Service Schedule	means the Service Schedule attached to these terms and conditions or as otherwise detailed in the Order (as relevant).
Services	means the services provided by the Supplier to the Customer under the Agreement, as more particularly described in the Service Schedule and Implementation Statement of Work (if applicable).
Supplier	means the supplier as specified in the Order.

System	means the hardware and operating system software and any and all other software and programs provided by the Supplier to provide the Services, as modified, amended or updated from time to time.
Term	is set out in the Order.
Term Start Date	is set out in the Order.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
Undisputed Sum	means an overdue amount which is not the subject of a bona fide dispute and in respect of which the Customer has fulfilled its obligations under clause 6.3.
Usage Limit	means the maximum total authorised number of individuals (including Employees) whether active or inactive who may have a record held by or for the Customer (including its Affiliates) in the System's database.

- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 The headings and sub-headings used in the Agreement are for reference and convenience only and shall not affect the interpretation of the Agreement.
- 1.5 If there is a conflict between the provisions of the Agreement, the following order of precedence applies (highest level of precedence first): (i) the Order; (ii) the Service Schedule and documents referenced in the Service Schedule; (iii) the Data Protection Schedule; and (iv) these terms and conditions.
- 1.6 Where consent of a party is required by the Agreement, such consent shall not be unreasonably conditioned, withheld or delayed.
- 1.7 Each Order is a contract between the parties to the Order and is separate and distinct from any other Order.
- 2. Duration**
- 2.1 The duration of the Agreement is as specified in the Order. Earlier termination may occur in accordance with the terms of the Agreement.
- 3. The Services**
- 3.1 The Supplier shall perform the Services in accordance with the Agreement with reasonable skill and care but shall not be responsible for:
- (a) non-conformance caused by use of the Services contrary to the Supplier's instructions; or

- (b) modification of the Services by anyone other than the Supplier or as expressly authorised by the Supplier.
- 3.2 In the course of providing the Services, the Supplier shall comply with all Laws applicable to the operation of its business (including anti-bribery and corruption Laws and modern slavery Laws). The Supplier will maintain its own policies to ensure compliance with such Laws.
- 3.3 The Customer may only use the Services during the Term for internal business purposes for itself and the benefit of its Affiliates (either through the Customer or by allowing its Affiliates to access any Services directly) subject to any Usage Limits and the maximum numbers/volumes of the elements of the Services specified in the Agreement.
- 3.4 In relation to the use of the Services by Customer Affiliates in accordance with clause 3.3:
 - (a) the Customer shall notify the Supplier in advance of any Customer Affiliates that are to be granted direct access to any Services;
 - (b) Services provided to a Customer Affiliate shall be deemed to be Services provided to the Customer so that, where the context so requires, references to the Customer shall be deemed to include Affiliates; and
 - (c) if at any time an entity ceases to be an Affiliate of the Customer, then any benefit or right that such entity receives or received under clause 3.3 shall immediately terminate.

4. Customer Responsibilities

- 4.1 The Customer shall:
 - (a) provide the Supplier with all necessary co-operation to enable the Supplier to perform its obligations in relation to the Agreement and all necessary information or access to such information as may be required by the Supplier to provide the Services, such co-operation and information to include provision of Customer Data, security access information to enable implementation and configuration of the Services;
 - (b) perform all Customer dependencies set out in the Order, Service Schedule, and Implementation Statement of Work (if applicable);
 - (c) ensure that all Employees use or access the Services in accordance with the Agreement;
 - (d) ensure that suitably qualified Employees provide first-line support to Employees and carry out relevant administrator tasks;
 - (e) be responsible for ensuring compliance by its Affiliates with the Agreement;
 - (f) be the sole point of contact in relation to the Services and the Agreement;
 - (g) ensure that its network and systems comply with the relevant specifications as per the Service Schedule;
 - (h) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the System as required to use the Services;
 - (i) be responsible for determining whether the Service is appropriate for the storage and processing of information subject to any specific Law and for using the Services in a manner consistent with the Customer's legal and regulatory obligations. The

Customer is responsible for responding to any request from a third party regarding the Customer's use of any the Service such as requests to take down content under applicable Laws;

- (j) procure that the Services are used in accordance with any fair use policy referenced in the Service Schedule;
- (k) use all commercially reasonable endeavours to prevent any unauthorised access to, or use of, the Services, and in the event of any such unauthorised access or use, promptly notify the Supplier;
- (l) comply with all Laws applicable to its receipt of the Services and all Laws applicable to the conduct of its business; and
- (m) without affecting its other obligations under the Agreement, comply with all applicable export and import Laws and regulations that prohibit or limit export for certain uses or to certain end users under the Agreement.

4.2 If any recurring Charges have not commenced due to the Customer's failure to comply with clause 4.1(a) and/or 4.1(b), the Charges shall commence on written notice to the Customer.

4.3 The Customer shall carry out all Customer responsibilities set out in the Agreement in a timely and efficient manner. If: (i) the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or a party under its control; and/or (ii) there are material inaccuracies or omissions in information provided by the Customer or a party under its control, each a "**Customer Default**":

- (a) the Customer shall take all steps as reasonably required by the Supplier to remedy the Customer Default as soon as reasonably possible;
- (b) the Supplier shall be relieved from the performance of any obligations to the extent that performance of such obligations is delayed or prevented by the Customer Default;
- (c) the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary due to the Customer Default; and
- (d) the Supplier may charge, at the Supplier's prevailing standard rates (which shall be reasonable), for any necessary extra work undertaken and/or resources allocated by it as a result of the Customer Default. Any Supplier claim under this clause shall be submitted in writing to the Customer and in the event of any disagreement the matter shall be resolved by reference to the dispute resolution procedure at clause 15 (Dispute Resolution).

5. Use of the Services

5.1 The Customer shall not and shall ensure that no user of the Services shall:

- (a) store or generate infringing, obscene, sexually explicit, threatening, harassing or racially or ethnically insensitive, libellous, or otherwise unlawful or tortious material, including material harmful to children or in violation of the rights of others;
- (b) spam or distribute malware or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (c) create internet "links" to the Services or "frame", "mirror", republish, transmit or distribute any content on any other server or wireless or internet-based device;
- (d) copy, modify, improve, duplicate or create derivative works of the Services;

- (e) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- (f) access the Services in order to (i) build a competitive product or service (ii) build a product using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions or graphics of the Services;
- (g) permit access to the Services to any third party including any alternative supplier or potential alternative supplier of the Services or any services similar to the Services;
- (h) use the Services in any application or situation where failure of the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage;
- (i) try to gain access to or disrupt any service, data, account or network or to harm the Services or impair anyone else's use of it;
- (j) use the Services to facilitate or engage in cryptocurrency mining;
- (k) use the Services in a way prohibited by Law;
- (l) assist or encourage anyone to do any of the above.

5.2 Without prejudice to any suspension rights in the Service Schedule, the Supplier may suspend the Services to the extent reasonably necessary: (i) when the Customer or a user uses the Services in violation of the conditions of use set out in clause 5.1; (ii) in order to comply with applicable Law; or (iii) where the Supplier, acting reasonably, deems it necessary to safeguard the security of the Services. Unless the Supplier reasonably believes an immediate suspension is required, the Supplier shall provide reasonable notice before suspending the Services under this clause. The Customer acknowledges that the Supplier has no liability for such suspension of the Services.

5.3 The Customer acknowledges that the Services may enable or assist the Customer or Employees to access the website content of, correspond with, and/or obtain products or services from, third parties ("**Third-Party Services**") and accepts that this is done at the user's own risk. The Supplier makes no representations or commitment and shall have no liability or obligation whatsoever in relation to the Third-Party Services. Any contract entered into and any transaction completed via a third-party website is between the Customer or Employee and the relevant third party and not the Supplier. It is the Customer's responsibility to assess the third party's website terms and privacy policy prior to using the relevant third-party website.

6. **Charges and Taxes**

- 6.1 Unless otherwise set out in the Agreement, the Customer shall pay the Supplier the Charges no later than **30** days from the date of invoice.
- 6.2 Charges do not include Value Added Tax which shall be payable at the applicable rate by the Customer in addition to the Charges.
- 6.3 The Customer shall not withhold payment of any validly rendered invoice unless the Customer has a bona fide dispute with it and it has:

- (a) provided to the Supplier a detailed written description of the dispute, the amounts being withheld, and the reason for the withholding, within ten days of the invoice date; and
 - (b) made payment without delay of the undisputed portion of such invoice.
- 6.4 Notwithstanding any other provisions of the Agreement, the Charges (whether current or future) will increase annually on each anniversary of the Term Start Date by the Index plus 3%. In this clause, the “**Index**” means the latest available, as at the date of use, “RPI All Items: Percentage change over 12 months” measure published by the Office for National Statistics or, failing such publication, such other index as replaces the “RPI All Items: Percentage change over 12 months” or most closely resembles it.
- 6.5 Notwithstanding anything to the contrary in the Agreement, the Supplier may, without liability to the Customer, suspend all or part of the affected Services where the Customer fails to pay Undisputed Sums when due and such Undisputed Sums remain unpaid at least 30 days following written notice of default.
- 6.6 The Supplier reserves the right to impose a reasonable reconnection fee where a Service is suspended pursuant to this clause 6, and the Customer thereafter requests access to the Service.
- 6.7 The Charges shall be paid without withholding or deduction unless prohibited by any applicable Law. If withholding tax is payable by the Customer, the Customer will, at the same time as making the payment, pay to the Supplier such additional amount as will result in the receipt by the Supplier of the full amount which would otherwise have been receivable had no withholding or deduction been payable and will supply to the Supplier evidence satisfactory to the Supplier that the Customer has accounted to the relevant authority for the sum withheld or deducted. If the Customer is obliged by applicable Law to deduct withholding tax from any Charges, the Customer shall assist the Supplier in making necessary filings in order to ensure the provisions of the relevant tax treaty apply to the payment.

7. Confidentiality

- 7.1 Each party or its representatives may receive access to Confidential Information from or on behalf of the other party or its Affiliates. Confidential Information shall not be deemed to include information that:
 - (a) is or becomes publicly available other than through an act or omission on the part of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or use; or
 - (d) is independently developed by the receiving party without use of/reference to any Confidential Information of the disclosing party.
- 7.2 Subject to clause 7.3, the receiving party may use the Confidential Information only for the purpose of performing its obligations or exercising its rights under the Agreement, including undertaking audits as permitted herein (“**Purpose**”), and shall protect it from unauthorised

use or disclosure by using at least the same degree of care as the receiving party employs to avoid unauthorised use or disclosure of its own Confidential Information, but in no event less than reasonable care.

- 7.3 Neither party shall disclose Confidential Information to a third party, except as permitted under this Agreement. Each party may disclose Confidential Information to the extent required to be disclosed by: (i) Law; (ii) governmental/regulatory authorities; or (iii) a court of competent jurisdiction. The disclosing party shall, unless precluded by Law, give the other party reasonable notice of such disclosure and take into account the reasonable requests of the other party relating to such disclosure.
- 7.4 The Customer acknowledges that service methodology, and the results of any performance tests of the Services constitute Supplier Confidential Information.
- 7.5 A party may share Confidential Information with its professional advisors, auditors, Affiliates and/or subcontractors/partners who have a legitimate need to know solely for the Purpose.
- 7.6 This clause 7 shall survive for five years after termination of the Agreement.
- 7.7 No party shall make or permit anyone to make any public announcement concerning the Agreement without the other party's prior written consent.
- 7.8 This clause 7 does not prevent the Supplier from including the Customer's name and logo in lists of the Supplier's customers. The Supplier shall express no opinions on behalf of the Customer without prior agreement. The Customer may expressly opt-out of such inclusion by sending written notice to the Supplier.

8. Customer Data

- 8.1 The Supplier shall not own the Customer Data and the Customer shall be solely responsible for the legality, reliability, integrity, accuracy and quality of all Customer Data.
- 8.2 The Supplier may anonymise Personal Data and Customer Data and, where applicable following anonymisation, aggregate it with other data sources in connection with the Supplier's development of its products, strategies, services or any further purpose related to the Supplier's business, including for analytics, marketing, research, development, benchmarking purposes and additional services. Derivative data shall not be Personal Data or Customer Data.

9. Intellectual Property and Indemnity

- 9.1 All intellectual property rights in the Services, whether registered or unregistered, which subsist or shall subsist now or in the future in any part of the world shall, as between the Supplier and the Customer, be the property of the Supplier.
- 9.2 Any licence required by a party for the use or provision of the Services shall be set out in the Service Schedule.
- 9.3 Each party shall defend and indemnify the other (including the other party's Affiliates) from and against any award of damages, costs or any settlement negotiated, arising from or incurred by reason of that party's Materials infringing (or being alleged to infringe) any

copyright or patent or any other intellectual property right, of any third party that is not an Affiliate of the indemnified party ("**Third Party**").

9.4 If a Third Party makes a claim, or notifies an intention to make a claim, against a party which may reasonably be considered likely to give rise to a liability under this indemnity, the indemnified party shall:

- (a) as soon as reasonably practicable, give written notice of the claim to the indemnifying party, specifying the nature of the claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the claim without prior written consent/agreement from the indemnifying party;
- (c) give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, to enable the indemnifying party and its professional advisers to examine and take copies for the purpose of assessing and/or resolving the claim; and
- (d) subject to the indemnifying party providing security to the indemnified party, to the indemnified party's reasonable satisfaction, against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the claim and allow the indemnifying party to take control of the claim.

9.5 In the defence or settlement of any claim, the indemnifying party, may obtain for the indemnified party, the right to continue using the Materials, replace or modify the Materials so that they become non-infringing or, if such remedies are not reasonably available, and where the Supplier is the indemnifying party, terminate the Agreement without liability to the Customer. The indemnifying party shall have no liability if the alleged infringement is based on:

- (a) a modification of the Materials by anyone other than the indemnifying party;
- (b) the indemnified party's use of the Materials in a manner contrary to the instructions given in respect of them by the indemnifying party; or
- (c) the indemnified party's use of the Materials after notice of the alleged or actual infringement from the Third Party, the Indemnifying party or any appropriate authority.

10. Limitation of Liability

10.1 Nothing in the Agreement limits or excludes the liability of either party for:

- (a) death or personal injury caused by a party;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that may not be limited by Law;
- (d) payment of the Charges; or
- (e) claims subject to indemnification under clause 9 (Intellectual Property Rights).

10.2 Subject to clause 10.1, each party's total aggregate liability, whether in contract, tort (including negligence), indemnity, or otherwise, shall be limited to a sum equal to the

Charges paid to the Supplier during the 12-month period immediately preceding the event giving rise to the first claim.

- 10.3 Subject to clause 10.1, neither party shall be liable, whether in contract, tort (including negligence), indemnity, or otherwise for: (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings, or goodwill; (ii) any lost or corrupted data or information; or (iii) any indirect, incidental, special, punitive or consequential losses.

11. Termination

- 11.1 Either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Agreement that is an Undisputed Sum and the Undisputed Sum is not paid more than 30 days after written notice of default;
- (b) the other party commits a material breach, or persistent breaches that constitute a material breach, of the Agreement that is irremediable or, if remediable, is not remedied within 30 days after written notice to do so;
- (c) to the extent permitted by Law, the other party: (i) approves a voluntary agreement; (ii) an administration order is made; (iii) a receiver or administrative receiver is appointed over any of its assets; (iv) an undertaking, a resolution, petition or order for winding up or bankruptcy is passed or presented (other than for the purposes of amalgamation or reconstruction); or (v) if any circumstances arise which entitle the courts or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

- 11.2 Without prejudice to any accrued rights, remedies, obligations or liabilities of the parties on termination, including expiry of the Agreement for any reason:

- (a) any licences or access granted under the Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) unless otherwise agreed, each party shall return and make no further use of any equipment and Materials (and any copies of them) belonging to the other party provided that the Supplier shall be entitled to keep copies of any documents or materials where any Law, regulation or government/regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy; and
- (c) any exit provisions in the Service Schedule shall apply.

- 11.3 Any provision of the Agreement which expressly or by implication is intended to come into or continue in force on or after termination of the Agreement (in whole or part) will continue in force.

12. TUPE

- 12.1 The Customer warrants that the provision of the Services under the Agreement does not constitute a relevant transfer for the purposes of TUPE, unless and only to the extent and for the individuals expressly identified in the Order.

- 12.2 If in connection with the Agreement, any person claims (or it is determined) that their employment contract has transferred to the Supplier (other than those identified in or in accordance with the Order) then, subject to the Supplier providing the Customer with

21 Business Days written notice of that fact to enable the Customer to offer (or procure the offer of) employment to such person(s), the Supplier may give notice to terminate the employment of such person(s) and the Customer shall indemnify the Supplier against all claims, losses and damages (including pension liabilities) that it incurs arising out of any such termination.

12.3 The Supplier warrants that the expiry or termination of the Services under the Agreement does not constitute a relevant transfer for the purposes of TUPE, except for the individuals expressly identified in the Order or otherwise notified to the Customer within 30 days from the expiry or termination of the Services.

12.4 If in connection with the Agreement, any person claims (or is determined) that their employment contract has transferred to the Customer or alternate service provider (other than those identified in or in accordance with the Order or notified to the Customer within 30 days from the expiry or termination of the Services) then, subject to the Customer providing the Supplier with 21 Business Days written notice of that fact to enable the Supplier to offer (or procure the offer of) employment to such person(s), the Customer may give notice to terminate the employment of such person(s) and the Supplier shall indemnify the Customer against all claims, losses and damages (including pension liabilities) that it incurs arising out of any such termination.

13. Service Exclusions

13.1 Except as expressly provided in the Agreement, the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer or other third parties (excluding the Supplier's sub-contractors) in connection with the Services, or any actions taken by the Supplier at the direction of the Customer or such third party.

13.2 The Supplier shall not be liable for any liability arising from any Customer Employee's failure to keep any security credentials required to use the Services secure or the Customer's failure to prevent unauthorised access to the Services.

13.3 The Supplier:

- (a) does not warrant that the Customer's use of the Services shall be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services shall meet any specific Customer requirements; and
- (b) is not responsible for any loss, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities not under the Supplier control, including the internet, or for data lost in transit where physical delivery has been agreed. The Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

14. Warranties

14.1 Each party warrants that it has full power and authority to enter into the Agreement and to perform its obligations under the Agreement.

- 14.2 The Customer warrants that it has complied with and will continue to comply with any applicable public procurement Law and the Agreement satisfies all applicable procurement requirements.
- 14.3 Each party warrants that it has and shall maintain all licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 14.4 Unless expressly set out in the Agreement, all warranties, representations, conditions and terms implied by Law are, to the fullest extent permitted, excluded from the Agreement.

15. Dispute Resolution

- 15.1 Where there is a dispute between the Supplier and the Customer under or in connection with the Agreement, the parties shall continue to perform their obligations under the Agreement and shall attempt to resolve such disputes through managers. Each party shall notify the other of suitable manager(s) from time to time.
- 15.2 If the managers fail to resolve the matter within 30 days of a written dispute being raised, then either party, may notify the other party in writing, to refer the dispute to each party's nominated director to attempt a final resolution.
- 15.3 If the Supplier's nominated director and the Customer's nominated director, fail to resolve the dispute within a reasonable period (which shall not be greater than 30 days from date of the second written notice set out in clause 15.2) then the issue shall be determined pursuant to clause 26 (Governing Law and Jurisdiction).

16. Notices

- 16.1 All notices to be given under the Agreement shall be written and hand delivered or posted to the relevant party at its registered address or such other address notified in writing for this purpose to the other party. A notice is deemed served upon its deposit at the appropriate address and, in the case of notices sent by post, 48 hours after being sent by first class post. The Customer acknowledges that the Supplier may serve notices to the Customer's email address set out in the Order and such notice is deemed served on confirmation of dispatch without error message.
- 16.2 Copies of all notices for the Supplier shall be sent to the Supplier's Company Secretary.

17. Non-Solicitation

- 17.1 Except as expressly permitted by the Agreement, neither party shall without the written consent of the other party at any time during the Term or for six months after termination or expiration of the Agreement, directly or indirectly solicit or endeavour to entice away from or discourage from being employed or hired by the other party any person who is or was during the preceding six months an employee of the other party and engaged in the provision or receipt of the Services, unless such employee was dismissed by the other party.
- 17.2 Clause 17.1 shall not apply to any employee who responds to a general recruitment campaign.

18. Assignment and Subcontracting

- 18.1 Subject to clause 18.2 neither party may assign, transfer or otherwise convey or delegate any of its rights or duties under the Agreement to any other party without the other party's prior written consent.
- 18.2 The Supplier shall be entitled to:
- (a) assign absolutely or by way of security and in whole or in part the benefit of, in or to any of the Charges together with the Supplier's rights, title and interest hereunder;
 - (b) assign, transfer or otherwise convey or delegate all of its rights and duties under the Agreement as part of the sale or transfer of all or substantially all of the Supplier's assets and business, including by merger or consolidation with an entity that assumes and has the ability to perform the Supplier's duties and obligations under the Agreement; and
 - (c) subcontract its obligations under the Agreement, provided that it remains responsible for the acts and omissions of its subcontractors as if they were its own acts and omissions.

19. Non-exclusivity

- 19.1 The Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from developing, using, selling or licensing the same and/or similar documentation, products and/or services.

20. Force Majeure

- 20.1 If a Force Majeure Event prevents or delays either party ("**Affected Party**") performing its obligations, the Affected Party shall promptly notify the other of the occurrence constituting a Force Majeure Event, identify the affected obligations and (if possible) an estimated duration of the Force Majeure Event.
- 20.2 On giving notice under this clause, the Affected Party shall, subject to clause 20.5:
- (a) be excused from performance or timely performance, as the case may be, of the affected obligation(s) for the duration of the Force Majeure Event; and
 - (b) not be in breach of the Agreement to the extent that such breach is due to the Force Majeure Event.
- 20.3 The Affected Party must:
- (a) take steps to resume full performance of its obligations under the Agreement as soon as possible;
 - (b) use reasonable efforts to mitigate the adverse effects of such Force Majeure Event; and
 - (c) keep the unaffected party informed of material developments regarding the Force Majeure Event and notify the unaffected party of proposed steps to minimise effects of the Force Majeure Event, including any reasonable alternative means of performing the Services.
- 20.4 To the extent that the unaffected party is not prejudiced in so doing, the unaffected party shall use reasonable efforts to co-operate and take mitigating steps proposed by the Affected Party.

- 20.5 A Force Majeure Event shall not limit or otherwise affect the Customer's payment obligations for Services nor other obligations not impacted by the Force Majeure Event.

21. Changing the Terms

- 21.1 With the exception of changes made to hyperlinked terms from time to time by the Supplier, any amendment to the Agreement must be in writing and signed by the parties.

22. Severability

- 22.1 If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable the remainder of the Agreement shall remain in full force and effect.

23. Waiver

- 23.1 No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

24. Entire Agreement

- 24.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them whether written or oral relating to its subject matter. The parties acknowledge that, in entering into the Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by the Agreement.

25. Third party rights

- 25.1 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 25.2 The Customer shall:
- (a) ensure that no Customer Affiliate brings any action, claim or demand against the Supplier directly (except through the Customer) and indemnify the Supplier in full for any such action, claim or demand brought in contravention of this clause; and
 - (b) be entitled to recover from the Supplier any damages suffered by its Affiliates as a result of the Supplier's breach of the Agreement, subject always to clause 10 (Limitation of Liability) which shall be deemed to be damages suffered by Customer itself.

26. Governing Law and Jurisdiction

- 26.1 Subject to clause 26.2, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 26.2 If the Supplier is incorporated outside England and Wales, the Agreement shall be governed by and construed in accordance with the laws of its country of incorporation and the parties shall submit to the exclusive jurisdiction of the courts of that country.

Data Protection Schedule

1. Definitions

- 1.1 In this Schedule, unless the context otherwise requires, capitalised terms have the meanings set out in the Agreement. In addition, the terms below shall have the following meanings:

Approved Subprocessor	means those subprocessors appointed by the Supplier to process Personal Data as part of the Services as listed from time to time in the Service Schedule.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing	each have the meanings respectively given to them under the DP Law.
Data Processor Terms	means the provisions of this Schedule that apply to the extent that the Supplier acts as a Processor of Personal Data on behalf of the Customer pursuant to the Agreement.
DP Law	means the applicable data protection and privacy legislation including, to the extent applicable, GDPR, UK GDPR and the Data Protection Act 2018.
GDPR / UK GDPR	“GDPR” means the General Data Protection Regulation (EU) 2016/679 and the “UK GDPR” is defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
ICO	means the Information Commissioner’s Office.
IDTA	means the international data transfer agreement issued by the ICO under Section 119A of the Data Protection Act 2018, as revised by the ICO under Section 18 of the addendum from time to time.
Standard Contractual Clauses	means the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
UK Addendum	means the ICO’s addendum to the Standard Contractual Clauses issued in accordance with section 119A of the Data Protection Act 2018.

2. Interpretation

- 2.1 Subject to clause 2.2 and unless otherwise set out in the Agreement, for the purposes of the DP Law, the Supplier shall be a Processor and the Customer shall be a Controller. The

Customer shall remain responsible for compliance with its obligations as Controller under the DP Law, including providing required notices and gaining required consents, authorisations or securing the lawful basis for processing under the DP Law.

- 2.2 Where the Supplier processes the contact details of the Customer's representatives in connection with the administration of the Agreement and the Services it does so as a Data Controller and the Supplier shall undertake such processing in accordance with its legal obligations to Data Subjects under the DP Law.
- 2.3 This Schedule sets out the provisions that will apply to the extent that the Supplier acts as a Processor of Personal Data on behalf of the Customer pursuant to the Agreement.

3. Processing Particulars

- 3.1 The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data to the Supplier and the Approved Subprocessors for the Term and for the purposes of providing the Services or as otherwise set out under the Agreement.
- 3.2 The subject matter, nature and purpose of the Personal Data processing, types of Personal Data and categories of Personal Data relating to provision of the Services are set out in the Service Schedule.
- 3.3 The duration of the Personal Data processing shall be the Term.

4. Instruction to Process

- 4.1 The Supplier shall process Personal Data for and on behalf of the Customer for the purpose of performing the Services and in accordance with the Agreement and the Customer confirms that the terms of the Agreement contain the Customer's instruction under the DP Law in relation to such Personal Data.
- 4.2 In accordance with the DP Law, the Supplier shall immediately inform the Customer if, in its opinion, an instruction infringes the DP Law.

5. Access and Confidentiality

- 5.1 Subject to paragraph 5.2, the Supplier shall ensure that any personnel that it authorises to Process Personal Data are subject to appropriate confidentiality obligations with respect to that Personal Data.
- 5.2 The Supplier shall be permitted to disclose Personal Data as required by Law. In the event the Supplier is required to disclose Personal Data by Law, the Supplier shall attempt to redirect the request to the Customer. If the Supplier is compelled to disclose the Personal Data, the Supplier shall promptly notify the Customer unless legally prohibited from doing so. The Supplier may provide the Customer's basic contact information to third parties.
- 5.3 Where the Customer or any Employee uses or accesses the Services from outside both the UK and the EEA ("**Relevant Jurisdiction**"), it shall be the Customer's responsibility to ensure that any use of or access to the Personal Data outside both the UK and the EEA and any transfers of such Personal Data to the UK or the EEA complies with the provisions of the DP Law and all Laws relating to data protection in the Relevant Jurisdiction.

6. Technical and Organisational Measures

- 6.1 The Supplier shall implement and maintain appropriate technical and organisational measures for the Processing of Personal Data as set out in the Service Schedule. These measures take into account the nature, scope and purposes of the Processing as specified in this Schedule, and are intended to protect Personal Data against the risks inherent to the Processing of Personal Data in the performance of the Services, in particular risks from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 6.2 The Customer is solely responsible for making an independent determination as to whether the technical and organisational measures for the Services meet the Customer's requirements including any of its security obligations under the DP Law. The Customer is responsible for implementing and maintaining privacy protections and security measures for any components that the Customer provides or controls.

7. Data Subject Rights

- 7.1 Taking into account the nature of the processing, the Supplier shall provide the Customer with reasonable assistance, at the Customer's expense, to enable the Customer to fulfil its obligations to respond to requests for exercising data subject rights in Chapter III of the UK GDPR by, as far as is possible, taking the appropriate technical and organisational measures.
- 7.2 Except as otherwise provided in the Agreement, the Supplier shall promptly notify the Customer if the Supplier receives a request from a Data Subject under any DP Laws in respect of Personal Data and shall not (except as required by Law or to acknowledge receipt) respond to such request except on the documented instructions of the Customer. This clause shall not apply where an Employee requests or obtains Personal Data through functionality of the Services.

8. Personal Data Breach

- 8.1 Upon becoming aware of a Personal Data Breach involving Customer Personal Data that is in the control of the Supplier or its subprocessors, the Supplier shall notify the Customer of such breach without undue delay.

9. Assistance

- 9.1 The Supplier shall at the Customer's expense provide reasonable assistance to the Customer, taking into account the nature of the processing and information available to the Supplier, in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the UK GDPR or their equivalent.

10. Subprocessing

- 10.1 The Supplier may continue to use any subprocessors already engaged by the Supplier in processing Personal Data as part of the Services prior to the effective date of the Order. Such subprocessors are listed in the Service Schedule.
- 10.2 Without prejudice to any other provisions of the Agreement and subject to paragraph 10.3 below, the Supplier shall be permitted to use the Approved Subprocessors to process

Personal Data as part of the Services, provided that the Supplier will have in place a contract with such subprocessor that offers substantially the same level of protection for Personal Data as set out in this Schedule. This authorisation shall constitute the Customer's prior written consent to subprocessing by the Supplier of the Customer Data and Personal Data.

10.3 The Supplier shall provide the Customer with prior written notice of the appointment of any new or alternative subprocessor (which may be by publishing the details of any such subprocessor on the hyperlinked resource and providing the Customer with a mechanism to obtain notice of that update). If, within, ten Business Days of the date of such notice:

- (a) the Customer notifies the Supplier in writing of any data protection objections (acting reasonably) to such appointment then the Customer shall be entitled to nominate an alternative subprocessor. If the Customer nominates an alternative subprocessor, the Supplier may: (i) charge for any necessary work undertaken as a result of the appointment of such alternative subprocessor (at the Supplier's prevailing standard rates which shall be reasonable); (ii) charge for any additional costs incurred by the Supplier in relation to using such alternative subprocessor; and (iii) make amendments to the Services to the extent required as a result of the Supplier using such alternative subprocessor;
- (b) the Customer has not notified the Supplier in writing of any data protection objections (acting reasonably) then the Customer shall be deemed to have approved the use of such alternative subprocessor, in which case such subprocessor shall become an Approved Subprocessor.

10.4 Where the Supplier engages a subprocessor to process Personal Data, the Supplier shall:

- (a) remain fully liable to the Customer for the performance of any such subprocessor in accordance with this Schedule; and
- (b) to the extent that any such subprocessing involves a transfer of Personal Data outside of both the UK and EEA, to a third party Approved Subprocessor in a country outside of both the UK and EEA that is not subject to a European Commission or UK government (or other competent authority) binding adequacy decision, the Supplier will: (i) participate in a valid data transfer mechanism under the DP Law; and (ii) take such steps as are required by the DP Law (which may include the implementation of the IDTA, the Standard Contractual Clauses together with, to the extent the UK GDPR applies to the relevant transfer, the UK Addendum, or any successor standard contractual clauses adopted by the ICO) to ensure that the level of protection afforded to the Personal Data is equivalent to the level of protection required by the DP Law of the United Kingdom and/or European Union (as applicable) and the transfer is otherwise compliant with the DP Law.

11. Audit Rights

11.1 The audit provisions in the Service Schedule shall apply in respect of Personal Data.

12. Deletion/Return of Personal Data

12.1 On termination of the Agreement the applicable exit provisions in the Service Schedule shall apply.

Service Schedule – Zellis Services

1. The Services – Overview

- 1.1 This Service Schedule sets out the terms and conditions applicable to the Zellis Services.
- 1.2 The applicable Service Description Guide available at <https://solutions.zellis.com/service-description-guide> forms part of this Service Schedule. The Service Description Guide describes the Services and sets out additional terms and conditions applicable to the relevant Services.
- 1.3 The following fair use policy applies to the Services <http://solutions.zellis.com/fairusepolicy>.

2. Data Protection

- 2.1 The Data Processor Terms of the Data Protection Schedule apply.
- 2.2 The subject matter, nature and purpose of the Personal Data processing, types of Personal Data and categories of Personal Data relating to provision of the Services are set out in Appendix 1 to this Service Schedule.
- 2.3 The Approved Subprocessors are set out at <http://solutions.zellis.com/subprocessorlist>.
- 2.4 The Supplier's information security policy is set out at <http://solutions.zellis.com/securityschedule>.
- 2.5 In the absence of other express agreement, except as required to be maintained by Law and subject to paragraph 2.6 below, the Customer directs the Supplier to delete the Customer Data from the System following two months from the date of termination/expiry of the Agreement. It is the Customer's responsibility to, within two months after expiry/termination, either download the Customer Data or to sign a contract or change control notice for the exit option it requires as per paragraph 3 if the Customer does not want the Supplier to delete Customer Data as above. The Supplier will not be liable for any liability for loss suffered by Customer or any third party resulting from deletion of Customer Data in accordance with this paragraph 2.5.
- 2.6 The Supplier shall arrange for deletion or destruction of any backed-up Customer Data within timescales commensurate with the Supplier established backup processes (keeping such backup files secure until such deletion/destruction takes place).

3. Exit

- 3.1 Subject always to: (i) all Undisputed Sums having been paid to the Supplier in accordance with the Agreement; and (ii) the option for exit selected by the Customer as set out in the Order, the Customer shall be able to access and download all or part of the Customer Data.
- 3.2 The Supplier shall be entitled to keep copies of any documents or materials where any law, regulation or government/regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy.

Appendix 1 to Service Schedule – Data Processing Particulars

1. Data subjects

1.1 The personal data transferred concern the following categories of data subjects:

Customer employees, contractors, consultants, and other individuals, their spouses, next of kin and dependents, as well as applicants, candidates and future employees. Data subjects may also include individuals attempting to communicate or transfer personal information to or through the services provided by the Supplier.

2. Categories of data

The personal data transferred may concern the following categories of data:

- Name;
- Home contact information (address and telephone number);
- Date and place of birth;
- Gender;
- Entitlement to residency;
- Citizenship;
- Passport number;
- Emails and/or other documents and data in electronic form;
- Bank account details and other financial information;
- Family status;
- Details of dependents;
- Emergency contact name and address and telephone number;
- Location;
- Band/seniority, Work Level;
- Salary plan information;
- Associate ID number;
- Department;
- Line and sub-line of business;
- Local Bank entity name;
- Work contact information (telephone number, address, fax number and email address);
- Other address information, where appropriate such as temporary residence;
- Cost centre information;
- Start date and end date (if applicable) of employment;
- Career relevant dates, such as promotion and rehiring events;
- Reporting structure;
- Benefits records and related information
- Time and Attendance information, including overtime, shift premiums, substitutions;

- Working patterns and contracted working hours, including full time / part time indicators;
- Information related to redundancy;
- Employment history;
- Language(s) spoken;
- Garnishment information and recipients of garnishments;
- Pension information, including pension plan and contributions;
- Performance related information (current and historic including bonus rewards and individual objectives);
- Personal development plan information (including personal strength and weaknesses / development areas and assessment of potential);
- Information regarding entitlement to work including visas;
- Tax and national insurance/social security details;
- Information related to termination of employment

3. Special categories of data (if appropriate)

The Personal Data transferred may concern the following special categories of data:

- Personal data revealing racial or ethnic origin;
- Personal data revealing political opinions;
- Personal data revealing religious or philosophical beliefs (including any processing operations necessary to conduct tax filings);
- Personal data revealing trade union memberships (including payments, position and bank information);
- Personal data of genetic or biometric nature;
- Personal data concerning health information;
- Personal data revealing a natural person's sex life or sexual orientation; or
- Personal data revealing details regarding the (alleged) criminal commission or any offence including details of any proceedings of the sentence of a court.

4. Processing operations

4.1 The personal data shall be subject to the following basic processing activities:

- (a) The Personal Data received on behalf of the Customer shall be used for performing HR administrative services, master data maintenance and administration, employee performance, learning and compensation management, payroll and time processing and administration to calculate, distribute and reconcile payroll payments, talent administrative services, direct employee support, service delivery monitoring and management or provision of technology infrastructure and support, and otherwise providing the Services in this Agreement.
- (b) The use of that data shall also extend to performing data migration tests, data validation test, payroll parallel tests, payroll go-live migration, HR administration and payroll services (gross-to-net calculation, tax and social insurance legal reporting, creation of bank payment files, integration with Finance, payslip printing) and payroll services support (systems & integration monitoring, data back-ups, regression testing, bug analysis) as well as in product development operations.