



STRATEGIC THINKING, SEAMLESS EXECUTION

G-CLOUD SERVICE OFFERINGS

Terms and Conditions



1 INTERPRETATION

- 1.1 In these terms of business (incorporating Schedule 1 (Data Protection)), the following words shall have the following meanings:
- 1.1.1 "Background IP": IP and rights to IP owned by either party at the date of the Contract;
- 1.1.2 "Company": Mason Advisory Limited;
- 1.1.3 "Confidential Information": any information relating to, but not limited to, the business affairs, prospective business, trade secrets, current and future products, services, technology, customers, market opportunities, IP or finances of a party, including without limitation price lists, lists of customers and suppliers which the party regards, or could reasonably be expected to regard, as confidential information. The Proposal and Deliverables prepared by the Company in connection with the Services performed under this Agreement shall also be classed as Confidential Information;
- 1.1.4 "Contract": the Proposal accepted by the Customer together with these terms of business;
- 1.1.5 "Customer": the company, organisation or person to whom the Proposal is addressed;
- 1.1.6 "Deliverables": reports and other documents produced or commissioned by the Company, on behalf of the Customer, in the performance of the Services;
- 1.1.7 "Force Majeure": an event which is beyond the reasonable control of either the Company or the Customer, and which makes the performance of either party's obligations under the Contract impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, acts of God, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, public health related events officially declared by a governmental authority or the World Health Organization. Force Majeure events shall not include: (i) any event which is caused by the negligence or intentional action of a party or such party's personnel or agents; (ii) any event which a diligent party could reasonably have been expected to both: (a) take into account at the time the Contract was entered into; and (b) avoid or overcome in the carrying out of its obligations thereunder; or (iii) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or availability of personnel.
- 1.1.8 "Foreground IP": IP created or developed by the Company in the course of providing the Services;
- 1.1.9 "Intellectual Property" or "IP": s rights in inventions (and for the avoidance of doubt the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of any such inventions), know-how, designs (whether or not capable of registration), copyright (including rights in computer software), any and all other intellectual property rights, all such rights having equivalent or similar effect as the foregoing anywhere in the world and the right to claim damages and any other relief for past infringements of the same ;
- 1.1.10 "IR35 Legislation": Part 2 of the Income Tax (Earnings and Pensions) Act 2003

- 1.1.11 "Proposal": the proposal for the supply of services by the Company to the Customer attached to these Terms or with which these terms were delivered; and
- 1.1.12 "Services": the services agreed in the Proposal to be supplied by the Company to the Customer (including any part or parts of them).

2 AGREEMENT

- 2.1 The Contract will be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 Each order for Services from the Customer to the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Terms.
- 2.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company, or (if earlier) the Company commences performance of the Services.
- 2.5 Any Proposal is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.6 The Company will not be restricted to providing services for the Customer, and nothing in the Contract will prevent the Company from providing services to any other party, provided that such provision of services does not interfere or conflict with the provision of the Services to the Customer pursuant to the Contract.

3 COMPANY'S OBLIGATIONS

- 3.1 The Company will perform the Services with reasonable care, skill and diligence.
- 3.2 The Company warrants that the consultants used or employed to provide the Services will be properly experienced and qualified.
- 3.3 The Company shall employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal but may vary these at its discretion to achieve the objectives of the Proposal.

- 3.4 The Company will take all reasonable steps to ensure that its consultants are able to travel wherever is necessary for the performance of the Services. If, however, the UK Foreign, Commonwealth & Development Office (or equivalent national body) issues advice against travel to a specified country or region the Company reserves the right to make alternative arrangements to perform the Services without travel to that country or region. The Company shall not be in breach of the Contract for so doing. If performance of the Services is rendered wholly or substantially impossible for the reasons set out in this clause 3.4, clause 13 of the Contract shall apply.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer will, at its own expense take all steps including without limitation, providing the facilities, materials, software, equipment, information and other resources to enable the Company to:
- 4.1.1 commence performance of the Services no later than 30 days after acceptance of the Proposal;
- 4.1.2 perform its obligations under the Contract.
- 4.2 The Customer will co-operate in good faith with the Company throughout the provision of the Services including without limitation making personnel available to assist the Company when reasonably requested and procuring that any other contractors engaged by the Customer co-operate with the Company at all relevant times.
- 4.3 During the performance of the Services the Customer will promptly provide all reasonable assistance required by the Company to perform the Services.
- 4.4 In the event of the Customer being in breach of its obligations under clauses 4.1, 4.2 and 4.3, the Customer shall grant the Company such extension of time as is reasonable and pay to the Company reasonable costs in respect of such breach.

5 PAYMENT

- 5.1 In consideration of the provision of the Services, the Customer will pay to the Company the fees set out in the Proposal. Unless otherwise stated in the Proposal, fees shall accrue on a daily basis.
- 5.2 Unless otherwise stated in the Proposal, fees are exclusive of VAT and payable within 30 days of the date of the invoice.
- 5.3 Unless otherwise stated in the Proposal, the Company will render monthly invoices to the Customer in respect of the fees referred to above.
- 5.4 The Customer will be responsible for all out-of-pocket expenses incurred by the Company in the performance of the Services at the rates detailed in the Proposal.
- 5.5 The Customer will pay interest at 3% above the UK base rate on all fees, costs and charges that remain unpaid after 30 days from the date of the invoice.

- 5.6 All payments shall be made without any deduction or withholding, whether by way of set-off, counterclaim, abatement or otherwise.

- 5.7 Where any expense is paid by the Company in a currency other than Pounds Sterling (GBP) it shall (unless otherwise stated in the Proposal) be reimbursed in GBP calculated at the rate of exchange prevailing at the date when the expenses were incurred by the Company.

- 5.8 If the project is paused by the Customer in accordance with clause 5.9, the Company is entitled to raise an invoice with immediate effect for all work carried out up to that point, less the total amount invoiced to date. Where applicable, this invoice will include any outstanding expenses. Payment will be due within 30 days of the date of this invoice.

- 5.9 The Customer may pause the performance of the Services once during the course of the Services provided the length of the pause shall not exceed 30 days. The Company reserves the right to review the fees set out in the Proposal in the event that the pause exceeds the period set out in this clause 5.9.

6 CONFIDENTIALITY

- 6.1 Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and keep and procure the secrecy of all Confidential Information, ensuring it is kept secure and protected against theft, damage, loss or unauthorised access and not at any time, whether during the term of this Contract or at any time thereafter, or without the written consent of the other party, directly or indirectly, to use or authorise or permit the use of or disclose exploit, copy or modify any Confidential Information, or to authorise or permit any third party to do the same, other than for the sole performance of its rights and obligations in the Contract.

- 6.2 Each party may disclose Confidential Information in accordance with a judicial or governmental order or mandatory legal requirement provided that the other party is, where possible and permitted, is given reasonable notice of the disclosure and it is given opportunity to comment on such disclosure before it is made or issued.

- 6.3 The Customer agrees not to copy, publish (in whole or in part) or disseminate the Proposal or Deliverables to any third party without the prior written consent of the Company, such consent not to be unreasonably withheld.

- 6.4 The Company agrees to maintain secret and confidential Deliverables and it will not show or pass Deliverables to any third party without the prior written consent of the Customer, such consent not to be unreasonably withheld. For the avoidance of doubt the Company shall be free to use any of the Company's Background IP or Foreground IP contained within Deliverables for any purpose.

7 DATA PROTECTION

- 7.1 The parties shall comply with their respective obligations as set out in Schedule 1 (Data Protection).
- 7.2 The Company's Data Protection compliance documents including the Privacy Notice are available on our website (<https://www.masonadvisory.com/privacy/>)

8 INTELLECTUAL PROPERTY

- 8.1 Background IP shall remain the property of that party.
- 8.2 The Customer grants the Company a royalty free, non-exclusive, non-transferable licence to use the Customer's Background IP as required to allow the Company to perform the Services.
- 8.3 Foreground IP will be owned by the Company upon creation.
- 8.4 Upon completion of the Services and on receipt of payment in full by the Customer, the Company will grant the Customer a world-wide, non-exclusive, royalty free, non-transferable, non-sublicensable licence to use any Foreground IP, the Company's Background IP contained in the Deliverables as required to allow the Customer to use the Deliverables solely for the purposes set out in the Proposal.
- 8.5 The Company shall be entitled to terminate the Contract and the licence granted in clause 8.4 shall terminate concurrently in the event that the Customer uses Foreground IP or the Company's Background IP for any purpose other than as set out in the Proposal.

9 LIMITATION AND EXCLUSIONS

- 9.1 Nothing in these Terms shall exclude or in any way limit the Company's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 9.2 Subject to clause 9.1:
- 9.2.1 the Company shall not be liable for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known;
- 9.2.2 the Company's maximum aggregate liability to the Customer under or in connection with the Contract whether such claim arises in contract or in tort (including negligence), or otherwise shall in no circumstances exceed the amount payable to the Company as set out in the Proposal.
- 9.2.3 the Company shall not be liable for any delay or failure to perform its obligations under the Contract as a result of inaccurate or incomplete information provided by the Customer or as a result of information which is generated by the Customer, in whole or in part, through the use of a large language model or an analogous

system.

- 9.3 These terms of business state the full extent of the Company's obligations and liabilities in respect of the performance of the Services. The parties agree that any condition, warranty, representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Contract, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.
- 9.4 No action, regardless of form, arising out of transactions occurring under, or contemplated under, the Contract may be brought by either party more than six years after the cessation of Services pursuant to the Contract.
- 9.5 Where the Company provides Services to the Customer on the Customer's systems alone, should the Customer raise any queries or complaints regarding the Company's work it shall also provide the Company with all such supporting information from its systems as are necessary and appropriate to deal with the issue in question.

10 TERMINATION

- 10.1 The Company may terminate the Contract at any time on giving 30 days' written notice to the Customer.
- 10.2 Either party may terminate the Contract immediately by giving written notice in the event that the other party commits a material breach of the Contract and has failed to remedy that breach within 30 days of receiving written notice of such a breach.
- 10.3 Either party may terminate the Contract immediately by written notice in the event that the other party becomes insolvent or commits an act of bankruptcy, or enters into any arrangement with its creditors or goes, or is put into liquidation (other than solely for purposes of reconstruction whilst solvent), or if a receiver is appointed over any part of its business.
- 10.4 Upon termination of the Contract for any reason all sums owing to the Company shall become immediately payable, and an accompanying invoice will be raised with immediate effect.
- 10.5 If the Company terminates the Contract in accordance with clauses 10.2 or 10.3, the Customer shall immediately pay in the form of an invoice all fees and expenses then owing to the Company (including all the expenses of, caused by, or arising out of such termination) together with a sum equal to the fees remaining to be paid under the Contract.
- 10.6 The termination of this Contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- 10.7 Clauses 6, 7, 8, 9, 10, 11, 12, 13, 14 and Schedule 1 (Data Protection) shall survive termination of the Contract.

11 PERSONNEL

- 11.1 During the term of and for six months after termination of the Contract, the Customer shall not, without the written consent of the Company, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the Company or has been employed by the Company during the preceding six months, and who has been involved with the Services under this Contract, to terminate their employment with the Company.
- 11.2 If the Company consents to a member of the Company's staff joining the Customer pursuant to Clause 11.1, the Company may charge a fee in consideration for such consent. Such fee shall be equivalent to 50% of the annual salary that shall be paid by the Customer to that employee and shall be payable immediately upon presentation of an invoice by the Company.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 The Customer shall not assign or transfer its rights under this Contract without the prior written agreement of the Company.
- 12.2 The Company may sub-contract any of its rights or duties under the Contract. The Company will endeavour to use sub-contractors detailed in the Proposal or reasonably requested by the Customer, however, the selection of sub-contractors shall be at the Company's sole discretion and subject to any relevant provisions of Schedule 1 (Data Protection).

13 FORCE MAJEURE

- 13.1 The Company shall not be liable for any failure or delay in performing its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. The affected party will provide written notice of such circumstances and delay to the other where it is possible to do so and take reasonable steps to avoid or mitigate the consequences or impact of a Force Majeure event.
- 13.2 Where possible in the conditions prevailing at the time, within a period of one month from the date of such notice the Company and Customer shall meet to agree steps to alleviate any failure or delay in performance. The Customer will grant the Company an extension of time in order to perform the Services if this is deemed suitable in the prevailing circumstances.
- 13.3 After one month from the date of such notice if the Force Majeure event continues or the situation arises where the Company's ability to perform the Services under the conditions is not possible, then the Company may terminate the Contract and the Customer shall pay all fees and expenses then owing to the Company (including all the expenses of, caused by or arising out of such termination).

14 GENERAL

- 14.1 The parties do not intend that this Contract should confer any right or benefit on any third party.

- 14.2 Any delay by the Company in exercising any of its rights under this Contract will not constitute a waiver of such rights.

- 14.3 If any provision (or part) of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision (or part) shall, to the extent required, be severed from this Contract.

- 14.4 Should any statement in the Proposal contradict any clause of these Terms, the statement in the Proposal shall take precedence over these Terms with the exception of clauses 2.1, 2.2, 2.3, 2.4, 9, 10, 11, 12, 13 and 14 and Schedule 1 (Data Protection) of these Terms, which shall prevail.

- 14.5 The Services supplied to the Customer by the Company are for use within the country in which the Customer is registered and furthermore, the Customer warrants to the Company that such Services will not be used in embargoed territories or where there are currently trade sanctions in place. It is the Customer's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government and/or member states of the EU and EFTA or any other government with jurisdiction, prior to exporting any deliverables or any technical data.

- 14.6 Intermediary Company Services and Payments:

- 14.6.1 The parties acknowledge that IR35 Legislation may apply to some or all the Services provided pursuant to the Contract.

- 14.6.2 Where that is the case, each party agrees to provide to the other all information necessary for the proper application of the IR35 Legislation in such format as the Company shall specify from time to time and agrees that such information may be provided to third parties where and to the extent necessary for that purpose.

- 14.6.3 Where and to the extent that the IR35 Legislation applies to the provision of services pursuant to this agreement and has an effect that is not compatible with the terms of this agreement the IR35 Legislation shall take priority over the affected terms and the remaining terms of this agreement shall continue to apply.

- 14.7 The Contract contains the entire agreement between the parties with respect to the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representation and understandings between them, whether written or oral, relating to the subject matter. Each party acknowledges that in entering into this contract, it does not rely upon any statement, warranty, representation or promise (whether made innocently or negligently) that is not set out in this Contract. Nothing in this clause 14.7 shall exclude any liability for fraud. The Contract may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

- 14.8 This Contract 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) will be governed by and interpreted in accordance with the law of England and Wales. The parties to this Contract submit to the exclusive jurisdiction of the English Courts in relation to any claim, dispute or matter arising out of or relating to this Contract.

Schedule 1 (Data Protection)

In this Schedule: Part 1 (controller to processor) applies to the processing set out in Annex 1 (see below)/a statement of work (SOW); and Part 2 (controller to controller) applies to the processing for the Shared Data Purpose.

In this schedule the following definitions apply:

"Adequacy Decision"	a finding under Article 25(2) of the Data Protection Directive that a country or territory ensures an adequate level of protection within the meaning of Article 25 of the Data Protection Directive, while such finding remains in force pursuant to Article 45(9) of the GDPR, or (as applicable) a finding under Article 45(1) of the GDPR or the UK GDPR that a country, a territory or one or more specified sectors within that country, or the international organisation in question ensures an adequate level of protection within the meaning of Article 45 of the GDPR or (as applicable) the UK GDPR;
"Applicable Law"	any and all applicable laws, regulations and industry standards or guidance (including without limitation any applicable British Standard) and any applicable and binding judgment of a relevant court of law;
"Company's Personnel"	the Company's officers, employees, staff, consultants, agents, subcontractors, workers, interns, casual workers and volunteers; and
"Controller"	has the meaning given in the UK GDPR;
"Data Processing Services"	the services described in Annex 1 and/or an SOW for which Company is a data processor, governed by Part 1 of Schedule 1 (Data Protection);
"Data Protection Directive"	Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
"Data Protection Laws"	the Data Protection Act 2018, the UK GDPR, GDPR, any relevant law implemented as a result of GDPR and E Privacy Law, all as amended, extended, consolidated and replaced from time to time;
"Data Subject"	has the meaning given in the UK GDPR;
"EEA"	the European Economic Area from time to time;
"E Privacy Law"	Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC including without limitation the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;
"GDPR"	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"ICO"	the United Kingdom's Information Commissioner's Office (or any equivalent successor body that may be appointed from time to time);
"Personal Data"	has the meaning given in the UK GDPR;
"Personal Data Breach"	an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Shared Data;

"Processing"	has the meaning given in the UK GDPR and "Process" and "Processed" have corresponding meanings;
"Processor"	has the meaning given in the UK GDPR;
"Shared Data"	Personal Data which one Party has and wishes to share with the other Party for the Shared Data Purpose;
"Shared Data Purpose"	The purpose for which Shared Data is being shared by the parties as independent controllers, governed by Part 2 of Schedule 1 (Data Protection): for the Company, processing for: provision of the Company's professional services such as team maturity/capability assessments including their benchmarking, except those set out in Annex 1 (which are Data Processing Services), an SOW and/or a Proposal; as well as communicating with the Customer; updating Company records such as time recording and billing; legal and regulatory compliance and associated analysis; and sending information about the Company's services; and other similar services and functions. For the Customer, processing for: provision and review of the Personal Data required in order for the provision of the services; communicating with the Company; updating Company records; and legal and regulatory compliance and associated analysis, and other similar services and functions; an independent public authority which is established by a Member State of the EEA to be responsible for monitoring the application of the GDPR; and GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time).
"Supervisory Authority"	
"UK GDPR"	

Part 1 – Controller to Processor

1 GENERAL PROVISIONS

- 1.1 Each term used in this Part 1 shall have the meaning given in the Data Protection Laws unless otherwise stated. References to "Articles" in this Part 1 shall mean the Articles of the UK GDPR.
- 1.2 The Company acknowledges and agrees that for the Data Processing Services the Customer is the Controller and the Company is a Processor.
- 1.3 The Customer shall ensure that any Personal Data it provides to the Company is accurate and up to date, has appropriate permissions and/or policies in place to enable that Personal Data to be transferred to the Company and that it shall notify the Company if that changes.
- 1.4 The Company warrants and represents that it shall, and shall procure that the Company's Personnel, process Personal Data only for the purpose of performing the Data Processing Services during the Term on written instructions that the Customer may give to the Company from time to time and in compliance with the Data Protection Laws. The Company shall notify the Customer if, in the Company's opinion, any instruction given by or on behalf of the Customer as a processor breaches Applicable Law.

- 1.5 The Company warrants and represents that it shall:
- 1.5.1 not do anything that would put the Customer in breach of the Data Protection Laws;
 - 1.5.2 put in place before undertaking any processing and maintain appropriate technical and organisational measures in accordance with Articles 5 and 32;
 - 1.5.3 provide the Customer with such assistance as the Customer requires to ensure compliance with Articles 32 to 36 (inclusive), taking into account the nature of the processing and the information available to the Company, provided that any such assistance which is above a reasonable amount may be charged for by the Company;
 - 1.5.4 maintain a written record of all of its processing activities under or in connection with this Agreement and of the measures implemented under this Part 1;
 - 1.5.5 provide the Customer in a reasonable time period with such information as the Customer requests from time to time to enable the Customer to satisfy itself that the Company is complying with its obligations under this Part 1;
 - 1.5.6 permit and/or procure that the Customer shall be permitted access promptly, and in any event within ten days of the Customer's request, to such premises and/or locations, facilities, Company's Personnel, systems, records, books, accounts and information as may reasonably be required by the Customer, provided that the Company's operations must not be disrupted, that the access takes place in normal working hours and that the confidentiality of other clients must not be compromised by signing an appropriate confidentiality agreement in advance;
 - 1.5.7 not cause or allow Personal Data to be transferred to and/or otherwise processed outside the UK and the EEA and any countries specified in Annex 1 and/or an SOW without the Customer's prior written approval and complying with Data Protection Laws in force at that time, and in some circumstances complying with the provisions of paragraph 1.6 below;
 - 1.5.8 only transmit Personal Data to, or permit the processing of Personal Data by, any third party (other than its Group Companies and to the organisations set out in any signed SOW and as otherwise available on request to the Company for those third parties relevant to the Customer) save to the Company's employees, where the Company has entered into a written contract with that third party under which that third party agrees to obligations that are materially equivalent to the Company's obligations set out in this Part 1 (and the Customer hereby provides its ongoing consent for that to occur, subject to the Company notifying the Customer of the third party and the Customer not objecting within 30 days),
 - 1.5.9 at any time upon request, and in any event upon termination or expiry of this Agreement, deliver up to the Customer (in such form as the Customer may reasonably request) or (at the Customer's choice) securely delete or destroy all Personal Data in the Company's possession (except for such Personal Data which the Company is required to keep in compliance with Data Protection Laws or other legal, regulatory or audit reasons);
 - 1.5.10 provide all assistance requested by the Customer from time to time in undertaking any data protection impact assessments and consultation with a Supervisory Authority that the Customer undertakes to comply with Article 35 or 36 (as applicable) of GDPR, provided that any such assistance which is above a reasonable amount may be charged for by the Company; and
 - 1.5.11 ensure the Company's Personnel are subject to binding obligations of confidentiality in respect of Personal Data processed under this Agreement.
- 1.6 If the transfer of Personal Data from the UK to the EEA becomes unlawful under Applicable Law unless a safeguarding mechanism is put in place, the Company shall use all reasonable endeavours to implement, comply with and procure the compliance of each recipient to whom it has transferred Personal Data in connection with this Agreement with any equivalent or alternative form of measures required to enable the Company to transfer Personal Data to the EEA in compliance with Data Protection Laws.
- 1.7 The Company shall assist the Customer by using appropriate technical and organisational measures to comply with its obligations to fulfil Data Subjects' rights under Data Protection Laws, including co-operating with the Customer in respect of:
- 1.7.1 responding to requests or queries from Data Subjects in respect of their Personal Data to the Customer or (at the Customer's request) the Data Subject or a third party;
 - 1.7.2 cooperating with an investigation in connection with the Personal Data by a regulatory body (including without limitation the ICO and/or a relevant Supervisory Authority); or
 - 1.7.3 reconstructing and/or otherwise safeguarding the Personal Data, within any reasonable timescales specified by the Customer, provided that any such assistance which is above a reasonable amount may be charged for by the Company.
- 1.8 If the Company becomes aware of or suspects a Personal Data Breach it shall notify the Customer without undue delay and in any event within 2 working days, providing all the information set out in Article 33 and/or as requested by the Customer. The Company shall at its own cost provide all assistance reasonably requested by the Customer to support the Customer complying with its obligations under Articles 33 and 34 (which shall remain the Customer's sole responsibility to undertake), provided that any such assistance which is above a reasonable amount may be charged for by the Company. The Company shall take all reasonable steps to mitigate any risks of a Personal Data Breach occurring in the future.
- 1.9 If for any reason the Company is unable to provide any of the information set out in Article 33 within the timescale referred to in paragraph 1.8, it shall provide a written explanation to the Customer and use all reasonable endeavours to provide all such information as soon as possible.
- 1.10 The Company shall not disclose any information about or in connection with any Personal Data Breach, other than:
- 1.10.1 to the Customer;
 - 1.10.2 to its professional and technical advisers;
 - 1.10.3 with the Customer's express prior written approval; or
 - 1.10.4 as required to be disclosed by Applicable Law.
- 1.11 The Company shall procure that all Company's Personnel, Group Companies and any sub-processors who have access to Personal Data in connection with this Agreement comply with Data Protection Laws and the terms of this Part 1 and the Company shall be liable for all acts and omissions of the Company's Personnel, Group Companies and sub-processors.

ANNEX 1**DATA PROCESSING SERVICES****1 THE SUBJECT-MATTER AND DURATION OF THE PROCESSING;**

- 1.1 The Company providing its services which are not provided under the Shared Data Purpose, and for which Customer is the data controller, such as:
 - 1.1.1 The Company reviewing the Customer's systems, processes, architecture, service management, operating model, IT strategy and design and its implementation;
 - 1.1.2 The Company providing sourcing services to the Customer (excluding the team analysis set out in the Shared Data Purpose);
 - 1.1.3 Other circumstances where the Customer is the data controller and the Company is providing services where it is provided with instructions by the Customer and has no discretion as to how and why the personal data is being processed, other than the tools by which it occurs.

2 THE NATURE AND PURPOSE OF THE PROCESSING (INCLUDING THE LOCATION);

- 2.1 To provide the services set out in the Agreement.
- 2.2 Location UK and as otherwise set out in the Proposal and as notified by the Company to the Customer from time to time.

3 THE TYPE OF PERSONAL DATA;

- 3.1 Including but not limited to:
 - 3.1.1 Customer workforce data including salary, performance, role and other personal data appropriate to the services being provided;
 - 3.1.2 Customer's suppliers' and prospective suppliers' workforce personal data relating to their contact details, role and performance; and
 - 3.1.3 All other personal data appropriate for the provision of the Services.

4 THE CATEGORIES OF DATA SUBJECTS.

- 4.1 As set out in section 3 above.

Part 2 – Controller to Controller**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Each term used in this Part 2 shall have the meaning given in the Data Protection Laws unless otherwise stated. References to "Articles" in this Part 2 shall mean the Articles of the UK GDPR.

2 GENERAL

- 2.1 Each party shall comply with its obligations under Data Protection Laws in respect of all Shared Data.

3 SHARED DATA

Each party agrees to comply with the obligations set out in this paragraph 3 in respect of the Shared Data.

3.1 Information and Access to Personal Data

The parties shall ensure that any Personal Data they provide to the other party is accurate and up to date, has appropriate permissions and/or policies in place to enable that Personal Data to be transferred to the other party and that it shall notify the other party if that changes. The parties shall ensure that the processing contemplated by this Part 2 is covered in each party's own fair processing notice or privacy policy.

3.2 Processing Shared Data

Each party shall only Process the Shared Data for the Shared Data Purpose (or as otherwise agreed between the parties in writing from time to time) and always in accordance with their respective obligations under this Part 2 of Schedule 1 and in compliance with Data Protection Laws.

3.3 Record-keeping

Each party shall maintain a record of its Processing activities under this Agreement and make such record available to the ICO and/or any relevant Supervisory Authority.

3.4 Retention and Deletion of Shared Data

- 3.4.1 Each party shall only retain the Shared Data provided by the other party in accordance with Data Protection Laws and in accordance with any applicable retention periods.
- 3.4.2 When Data Protection Laws or a party's retention policies require either party to delete any Shared Data, that party shall promptly securely delete or destroy such Shared Data.

3.5 Shared Data - Data Subject Rights

Each party (the "Notifying Party") shall:

- 3.5.1 notify the other party promptly upon receiving any request for information, claim, complaint or query from a Data Subject in respect of Shared Data which is his/her Personal Data (an "Enquiry"); and
- 3.5.2 assist the other party with dealing with and responding to such Enquiry in accordance with the Protocol,
- 3.5.3 provided always that the Notifying Party shall not take any other action in relation to any Enquiry without the other party's prior written authorisation, except:
- 3.5.4 to the extent of any action reasonably required to ensure compliance with the Notifying Party's obligations under Applicable Laws, including Data Protection Laws; and
- 3.5.5 where practicable, upon giving the other party prior notice of such action.

3.6 Shared Data - Personal Data Breaches

If at any time during the term of this Agreement either party suspects or has reason to suspect that a Personal Data Breach has occurred:

- 3.6.1 that party will notify the other party promptly (and in any event within 48 hours) and inform the other party of the remedial action that it proposes to take in respect of the Personal Data Breach; and
- 3.6.2 each party will perform its respective obligations in relation to the Personal Data Breach as set out in Data Protection Laws, consulting with each other where appropriate.



STRATEGIC THINKING, SEAMLESS EXECUTION

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