



buddi[®]

ELECTRONIC MONITORING TERMS AND CONDITIONS SOFTWARE AS A SERVICE

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Buddi Limited, Talbot House, 17 Church Street, Rickmansworth, Hertfordshire WD3 1DE, UK

Contract for Services

Supply of Electronic Monitoring Devices and Related Services

The Parties

XXXXXXXXXXXXXXXXXX

(Buyer)

Of xxx (address)

and

Buddi Limited (Incorporated and registered in England and Wales, company number 05308826)

(Supplier)

Of Talbot House, 17 Church Street, Rickmansworth, Hertfordshire, WD3 1DE, United Kingdom

The Contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

- | | |
|---|-------------------|
| 1. This summary sheet | Page 1 |
| 2. Contract Details and Description of Services. | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |
| 4. Data processing Agreement | Schedule 3 |
| 5. Details of Buyer Data to be provided to, or collected by, the Processor and processed on behalf of the Controller. | Schedule 4 |

How to read this Contract

- Together the above documents form the whole Contract.
- Any Supplier terms and conditions do not apply.
- Clause numbers refer to clauses in Schedule 2.
- **xxx** to be completed by Buyer
- **xxx** to be completed by Supplier (Buddi)

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

For and on behalf of the **Supplier**:

(signature)

(signature)

name: xxx

name: xxx

position: xxx

position: xxx

date: xxx

date: xxxx

Schedule 1

Contract Details and Description of Services

Start Date	xxx	Reference Schedule 2 clause 1
End Date	xxx	Reference Schedule 2 clause 1

Contract Managers Reference Schedule 2 clause 4	Contract Manager	
	Buyer Contract Manager	Supplier's Contract Manager
	Name:	xxx
	Title / position:	xxx
	Address:	Talbot House 17 Church St Rickmansworth Herts WD3 1DE UK
	Phone:	xxx +44 1923 601910
	Email:	xxx

Addresses for Notices Reference Schedule 2 clause 14	Addresses	
	Buyer's address	Supplier's address
	For the attention of:	Buddi Ltd
	c.c. Contract Manager	xxx
	Delivery address:	Talbot House 17 Church St Rickmansworth Herts WD3 1DE UK
	Postal address:	Talbot House 17 Church St Rickmansworth Herts WD3 1DE UK
	Email:	notices@buddi.co.uk

Description of Services

Context

The Buyer wishes to contract with the Supplier to provide the supply of Electronic Monitoring Devices and associated services, subject to the Supplier and the Buyer agreeing to the terms of this contract (**Contract**).

Description of Services

The Supplier will supply the Buyer with the Supplier's **Electronic Monitoring Devices and Services** (as described in the Services Schedule below), or any individual components of such equipment as may be requested by the Buyer in writing from time to time and will provide the agreed **Software, Technical Support, Training Services** (described in the Services Schedule below) during the term of this Contract on the following basis:

- (a) The Electronic Monitoring Devices and associated components will be leased to the Buyer, with ownership and risk remaining with the Supplier.
- (b) The Electronic Monitoring Devices and associated components, along with any additional Services, will be provided to the Buyer on the issue of a written Buyer purchase order.
- (c) The Buyer is not obliged to lease any minimum number of the said Electronic Monitoring Devices and associated components but there may be a stipulated minimum term as agreed in this contract.
- (d) The Supplier will deliver the Electronic Monitoring Devices and associated components, as applicable:
 - (i) to the Buyer at an address to be agreed between the Supplier and the Buyer;
 - (ii) with SIM cards installed in the Electronic Monitoring Devices and the Electronic Monitoring Devices fully tested by the Supplier and being fully operational in terms of being able to be reliably tracked to the Supplier standard level of location specificity; and
 - (iii) within 14 days from date of receipt of the order
- (e) If any component of a Smart Tag or associated component is subject to a manufacturing fault, the Supplier will replace it as soon as reasonably practicable following receipt of the device(s) from the Buyer.
- (f) The supplier will provide any agreed training either in person or on a remote basis to match software upgrades and the development of the overall Smart Tag's programmes of the Buyer.
- (g) Should additional on-site training be required, this will be delivered at the prevailing daily rate plus expenses.
- (h) The Supplier will provide unlimited use of its existing UK hosted 'Eagle' monitoring system, including all associated costs of the enabled functionality. 'Eagle' is a secure web application.
- (i) If a dedicated instance of Eagle is procured, as opposed to the use of Buddi's existing instance described in h) above, the Supplier will provide reasonable remote technical assistance to support the Buyer's activities to maintain the continued operational performance of the Buyers server infrastructure. However where that assistance exceeds expected levels or the activity is necessary due to a failure in the server infrastructure itself or due to a local service, such as power, then this will be delivered at the prevailing daily rate.
- (j) The supplier will provide 24/7/365 remote support for the monitoring application, which will also include upgrades to that system and generation of tailored reports.
- (k) The supplier will provide reasonable support to the Buyer to establish the Electronic Monitoring programme locally, where that can be incorporated within the delivery of training.
- (l) Should the Buyer require any additional support in criminal prosecutions, or other applications, the specific details of this Service will be scoped by the Buyer and notified to the Supplier on a case by case basis. Such service will be provided at the prevailing daily rate plus expenses.

SERVICES SCHEDULE

- | | | |
|----|--|--|
| 1. | Electronic Monitoring Device and associated components (Smart Tags) | <ul style="list-style-type: none"> (a) the Supplier's Smart Tag - a GPS and RF tracking device; (b) a strap that enables fitting of the monitoring device on a person in a manner that does not readily permit removal without authority and enables unauthorised removal to be detected; (c) an on-body charger (OBC) including power supply charger; (d) an RF beacon, as necessary; (e) a pair of tamper locking plates (disposable after use); (f) equipment including:
release tools to enable authorised removals;
a sufficient and reasonable quantity of straps across the range of sizes to enable the Smart Tags to be fitted;
a sufficient and reasonable stock of tamper locking plates to enable the Smart Tags to be fitted. (g) all software that is required in order for the Buyer to be able to use and monitor the Smart Tags. |
| 2. | Device Services | <p>The services to be provided by the Supplier in connection with the Smart Tags include:</p> <ul style="list-style-type: none"> (a) Detailed tracking information as to location and movements of the Smart Tag on a 24 x 7 basis, such information to be accessible to the Buyer via the Supplier's web application, for which all Buyer personnel and other users authorised by the Buyer will be granted access via the Internet. This will enable the Buyer to issue all authorised personnel with secure login user IDs and passwords to enable such access. (b) The provision of the following support services: <ul style="list-style-type: none"> (i) Support to the Smart Tag programme. Such help desk to be accessible as follows: <ul style="list-style-type: none"> • to the Buyer's staff by telephone on a 24/7/365 basis for all issues resulting from a failure of the monitoring application and therefore the Buyer's inability to monitor any persons fitted with a Smart Tag. With immediate assistance to be provided by the Supplier to resolve such issues; and • email support for other issues. (c) Where additionally sought and agreed, the supply of agreed monitoring and field services. (d) Repair and replacement of any Smart Tags or component accessories that develop a fault. Faulty items to be reported initially to supplier, returns address provided, items returned at cost to buyer – and replaced at cost to supplier. |
| 3. | Training Services | <p>Should Training Services be additionally sought the Supplier will provide "train-the-trainer" type training to personnel identified by the Buyer. This will be delivered remotely, unless otherwise agreed to be at a suitably equipped and available location provided by the Buyer.</p> <ul style="list-style-type: none"> (a) Such training can include: <ul style="list-style-type: none"> (i) an overview of the overall solution; (ii) all key features and functionality of the components of the Smart Tags and associated accessories; |

		(iii) the method of fitting and configuring all devices; (iv) all key features and functionality of the monitoring platform; how to access the monitoring platform; how to monitor particular Smart Tags and how to extract data and reports; (v) technical support of the web application; (vi) Management and care of the Smart Tags and associated components.
	(b)	Training materials, as developed in conjunction with the Buyer, provided by electronic means for use by the Buyer and other interested parties.
4.	Litigation Services	1. The Supplier will, if requested and paid for by the Buyer for the purpose of litigation brought by or against the Buyer ("proceedings"), provide: (a) Expert opinion in those proceeding as a witness for the Buyer; (b) A statement of evidence in relation to those proceedings; (c) Technical assistance in relation to matters that are, or are likely to be, the subject of proceedings. 2. The Buyer will provide legal assistance in the drafting of a statement of evidence or any other legal service required for the proceedings and will pay for those services.
		Specific codes of conduct The Supplier will provide the Services in a manner that is consistent with standards that would apply to public services worldwide and would include any such code of conduct identified by the Buyer and appended to this contract.

CHARGES: The following section sets out the Charges. Charges include **Fees**, and where agreed, **Expenses**. The Charges for this Contract are set out below.

Fees Reference Schedule 2 clause 3	Fees
	1. The Buyer will pay the Supplier the fees as set out in the Payment Schedule below, per set of equipment held by the Buyer, as the case may be, per month and it is agreed: (a) A set of equipment includes 1 Smart Tag, 1 On-Body Charger set, 1 Beacon, variety of straps and supply of Tamper Locking Plates. (Subject to variation on a case by case basis, to match need) (b) Additionally, the Supplier will provide the Buyer with extra stock of component parts in order that the Buyer can reasonably operate a Smart Tag programme effectively and efficiently. This will include Release Tools (an assumption of 1 per 6 Smart Tags), a range of straps across the size range to provide a working quantity and a quantity of Tamper Locking Plates. (c) The fees are inclusive of data communication costs from the Smart Tags to the server. The Buyer will ensure that there is no unauthorised or excessive use of the data usage associated with the SIMs installed in the Devices. (d) The fees are inclusive of the warranty for full repair or replacement for all manufacturing faults throughout the course of the contract. (e) The prices quoted are inclusive of initial shipping costs. (f) It excludes the loss or damage of any equipment. (g) It excludes all costs associated to the set up and operation of any monitoring centre or dedicated datacentre(s), if separately sought. (h) The prevailing daily rate for additional activity is £(See <i>Buddi Rate card</i>) per day.

- (i) No other fees or charges will be payable by the Buyer unless expressly agreed by the Buyer in writing.
- (j) The fees remain fixed for a period of 12 months or such other term as agreed.
- (k) Customisation of the monitoring system and any integration requirement will be considered on a case by case basis and additional costings and timescales for completion will be provided accordingly.

PAYMENT SCHEDULE

1) Equipment & Monitoring Software, as a Service

The Electronic Monitoring Devices, associated components and monitoring software will be provided as a Service at a monthly rate per Smart Tag held by the Buyer.

The monthly rate is the shortest calculation, there will be no pro rata calculation for part months.

Equipment name	Quantity	Monthly rate per unit
?		£
Add additional lines as required		

2) Training Costs

Any training that is sought by the Buyer will be provided by the Supplier at the prevailing daily rate per trainer, plus expenses.

Remote training for ad hoc purposes and planned upgrades will be provided at no additional cost.

3) Equipment replacement costs – should any items be damaged through misuse or lost the following costs will apply

Refer to Buddi Rate Card

Invoices

Reference Schedule 2
Subject to clause 3

Unless otherwise stated the supplier will invoice the Buyer monthly in arrears in relation to number of tags held.

Should buyer prefer however, the entire contract amount can be charged in advance.

Address for invoices		Buyer's address	
Reference clause 3	Schedule 2	For the attention of:	Required
		Physical address:	Required
		Postal address:	Required
		Email:	Required

Insurance		INSURANCE:
Reference Clause 8	Schedule 2	The Supplier must have the following insurance:
		Product liability insurance.

Schedule 2

1. Length of Contract

1.1 This contract starts on the Start Date.

1.2 This contract ends on the End Date unless terminated earlier in accordance with clause 11.

2. The Services

Both parties' obligations

2.1 Both parties agree to

a) act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other

b) discuss matters affecting this contract or the delivery of the Services, whenever necessary

c) notify each other immediately of any actual or anticipated issues that could:

i) significantly impact on the Services or the Charges

ii) receive media attention, and

d) comply with all applicable laws and regulations

Buyer's obligations

2.2 The Buyer must:

a) provide the supplier with any information it has reasonably requested to enable the delivery of the Services

b) Make decisions and give approvals required by the Supplier to enable delivery of the Services. All decisions and approvals must be given within reasonable timeframes, and

c) pay the Supplier the Charges for the Services in accordance with this Contract.

Supplier's obligations

2.3 The Supplier must deliver the Services

a) on time and to the required performance standards or quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time

b) within the amounts agreed as Charges, and

c) with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry.

2.4 The Supplier must:

a) ensure that its Personnel have the necessary skills, experience, training and resources to successfully deliver the Services

b) provide all equipment and resources necessary to deliver the Services, and

c) comply with any existing standards of Integrity and Conduct.

2.5 The Smart Tags and all accessories must:

(a) Be of merchantable quality and free of defects in design, materials or construction;

(b) Be fit for the purposes for which they are intended to be used;

(c) Comply with the Description of Services in Schedule 1;

(d) Comply with any sample Smart Tags provided by the Supplier, except where the Buyer has agreed otherwise in writing;

- (e) Be packaged in a way so as to protect the contents and keep them clean, dry and in a good condition until they are first used, if appropriate.

2.6 The Supplier warrants that:

- (a) The Electronic Monitoring Devices do not breach any law or standard;
- (b) All information provided by the Supplier to the Buyer is accurate; and
- (c) The Supplier has told the Buyer about any Conflict of Interest relating to the supply of the Electronic Monitoring Devices or this Contract.

2.7 The Supplier must ensure that all components of the Smart Tags and associated components comply with all relevant regulatory requirements for supply and use locally, including without limitation relevant electrical safety standards.

2.8 If stated in Schedule 1 the Supplier must maintain an adequate stock of spare parts and equipment for the Smart Tags, for supply to the Buyer as and when required.

2.9 The fees payable for any incomplete calendar month will be the relevant monthly fee, in the event that the lease for any Electronic Monitoring Device, or component, as the case may be, terminates part way through a month.

3. Charges and Payment

Charges & Invoices

3.1 The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, Expenses.

3.2 The Supplier must provide valid tax invoices for all charges on the dates or at the times specified in Schedule 1.

Payment

3.3 The Buyer must pay all invoices within 28 Days from the receipt of the invoice.

3.4 If the Buyer disputes a tax invoice, or any part of a tax invoice, that complies with clause 3.2, the Buyer must notify the Supplier within 5 Business Days of the date of the receipt of the tax invoice. The Buyer must pay the tax invoice that is in dispute and the Supplier must agree to make any applicable refunds when the dispute is resolved.

4. Contract management

Contract Manager

4.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:

- a) managing the relationship between the parties
- b) overseeing the effective implementation of this Contract, and
- c) Acting as the first point of contact for any issues that arise.

5. Information Management

Information and Records

5.1 The Supplier must

- a) keep and maintain records in accordance with prudent business practice and all applicable laws
- b) make sure the records clearly identify all relevant time and Expenses incurred in providing the Services
- c) make sure the records are easy to access
- d) Keep the records safe.

5.2 The Supplier must give information to the Buyer relating to the Services that the Buyer reasonably requests. All information provided by the Supplier must be in a format that is usable by the Buyer, and delivered within a reasonable time of the request.

5.3 The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations.

5.4 The Supplier must make sure that Records provided by the Buyer or created for the Buyer, are securely managed and that a means of secure disposal from the System, by the Buyer, is available.

Audits

5.5 The Supplier and their Personnel may be subject to systems audits conducted by the Buyer on behalf of the Buyer's customer, or by third parties appointed by the Buyer, on any matter covered by this agreement. The Buyer will provide the Supplier with reasonable notice of any audit.

5.6 The Supplier will comply with the reasonable terms of the above audit.

6. The Contractual Relationship

Independent Contractor

6.1 Nothing in this contract constitutes a legal relationship between the Parties of partnership, joint venture, agency or employment. The Supplier is responsible for the liability of its own, and it's Personnel's, salary, wages, holiday or redundancy payments and any taxes.

Neither Party can represent the other

6.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

6.3 The Supplier may transfer any of its rights or obligations under this Contract if it has the Buyer's written approval. The Buyer will not unreasonably withhold its approval.

7. Subcontractors

The Supplier's responsibility

7.1 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.

7.2 The Supplier must ensure that:

- a) each subcontractor is fully aware of the Supplier's obligations under this Contract, and
- b) Any subcontract it enters into is on terms that are consistent with this contract.

7.3 The Supplier continues to be responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted.

8. Insurance

Where insurance is a requirement

8.1 It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. If required in schedule 1, the Supplier must have the insurance specified in schedule 1 and the Supplier must:

- a) take out insurance, with a reputable insurer, and maintain that insurance cover for the term of the Contract and for a period of 1 year after the End date, and
- b) Within 20 Business Days of a request of the Buyer provide a certificate confirming the nature of the insurance cover and proving that each policy is current.

9. Conflicts of Interest

Avoiding Conflicts of Interest

9.1 The Supplier warrants that as at the Start Date, it has no conflict of interest in providing the Services or entering into this Contract.

9.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligations to tell the Buyer

9.3 The Supplier must tell the Buyer immediately, and in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties

must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

10. Resolving disputes

Steps to resolving disputes

10.1 The Parties agree to use their best endeavors to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:

- a) a Party must notify the other if it considers a matter is in dispute
- b) the Contract Managers will attempt to resolve the dispute through direct negotiation
- c) if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
- d) if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the parties shall refer the dispute to mediation or some other form of alternative dispute resolution.

10.2 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

Taking Court Action

10.3 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1 / 10.2 unless court action is necessary to preserve a Party's rights.

11. Ending this Contract

Termination by the Supplier

11.1 The Supplier may terminate this Contract by giving 30 Days Notice to the Buyer, if the Buyer fails to pay Charges that are properly due, and are not in dispute under clause 3.4. The Charges must be overdue by 28 Days and the Supplier must have first brought this to the Buyer's attention in writing within this period.

Termination by the Buyer

11.2 The Buyer may terminate this Contract by giving 30 Days Notice, if the Supplier:

- a) becomes bankrupt or insolvent
- b) has an administrator, receiver or liquidator appointed, or
- c) ceases for any reason to continue in business.

Termination by a party if a breach has not been remedied

11.3 If a Party fails to meet the requirements of the Contract (defaulting Party) and the other Party (non-defaulting Party) reasonably believes that the failure can be remedied, the non-defaulting Party must give a Notice (default Notice) to the defaulting Party.

11.4 A default Notice must state

- a) the nature of the failure
- b) what is required to remedy it, and
- c) The time and date by which it must be remedied.

11.5 The period allowed to remedy the failure must be reasonable given the nature of the failure.

Supplier's obligations on termination or expiry of the Contract

11.6 On giving or receiving a Notice of termination, the Supplier must:

- a) stop providing the Services
- b) comply with any conditions contained in the Notice, and
- c) Immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of the Contract.

11.7 On termination or expiry of this Contract, both parties must immediately return or securely destroy all Confidential information and other material or property belonging to the other party.

Consequences of termination or expiry of this Contract

11.8 The termination or expiry of this contract does not affect those rights of each Party which:

- a) accrued prior to the time of the termination or End Date, or
- b) relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.

11.9 If this Contract is terminated by the Buyer:

- a) the Buyer will be liable to pay all Charges that were or become due for Services delivered before the effective date of termination, and
- b) may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance that have not been incurred.

11.11 On expiry or termination of this Contract for any reason

- a) The Supplier will provide to the Buyer a copy of the Buyers data that is held in the System and allow sufficient time for the Buyer to delete its data from the System using the provided functionality.
- b) The Buyer will return all the Electronic Monitoring Devices and associated components to the Supplier. If any Electronic Monitoring Devices or associated components are lost or damaged while in the Buyer's possession, the Buyer will pay the Supplier the replacement value of such items as detailed in Schedule 2.

Handing over the Services on termination or expiry of the Contract

11.12 The Supplier will, within 10 Business Days of the End Date, provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer.

12. Intellectual Property Rights

Ownership of Intellectual Property Rights

12.1 Pre-existing Intellectual Property Rights remain the property of the current owner

12.2 The Buyer acknowledges and agrees that as between the Supplier and the Buyer, the Supplier owns all intellectual property rights in the Supplier's Smart Tags and monitoring software.

12.3 The Supplier grants to the Buyer a non-exclusive, royalty-free licence to use, solely for the purposes of this Agreement, all Intellectual Property Rights in the Deliverables that are owned by the Supplier.

12.4 The Buyer will have access to all data available through the Buyers' use of the Supplier's monitoring solution via secure access to the Supplier's portal. The Supplier will ensure that all the Buyer's personnel (including any service providers to the Buyer), whom the Buyer requires to be able to access and monitor data from Electronic Monitoring Devices issued to the Buyer are provided with secure access to the Supplier's portal with the ability to access such data.

Supplier Indemnity

12.5 The Supplier warrants that it is legally entitled to do the things stated in clause 12.3 with the Intellectual Property Rights in the Deliverables

12.6 The Supplier warrants that the Intellectual Property Rights provided by the Supplier and incorporated in the Service Delivery do not infringe the Intellectual Property Rights of any third party.

13. Confidential Information

Protection of Confidential Information

13.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties, and that it

will not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a) To the extent that use or disclosure is necessary for the purpose of providing the Deliverables or Services or in the case of the Buyer using the Deliverables or Services.
- b) if the other Party gives prior written approval to the use or disclosure
- c) if the use or disclosure is required by law
- d) in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

Obligation to inform staff

13.2 Each Party will ensure that its Personnel:

- a) are aware of the confidentiality obligations in this Contract, and
- b) do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

13.3 The Supplier will also ensure it provides, or arranges for a third party provider to provide, its Personnel with adequate training and support in relation to privacy and confidentiality matters both generally and as set out under this Contract.

13.4 The Supplier must maintain adequate safeguards, processes and procedures which preclude the improper access or use of personal information or Confidential Information and data acquired as a consequence of this Contract.

13.5 The Supplier agrees that the Buyer may, at its own cost, at any time require a security audit of the Supplier's computer security, including PEN testing by a reputable and recognised security company. The Supplier will comply with any reasonable recommendations as a result of such an audit.

14. Notices

Delivery of Notices

14.1 All Notices to a Party must be delivered by hand or sent by post, courier or email to that party's address for Notices stated in Schedule 1.

14.2 Notices must be signed or in the case of an email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

14.3 A Notice will be considered to be received:

- a) if delivered by hand, on the date it is delivered;
- b) if sent by post internationally, on the 7th Business Day after the date it was sent;
- c) if sent by courier, on the date it is delivered;
- d) if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

14.4 A Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

15. Extraordinary Events

No fault if failure due to an extraordinary event

15.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event or a third party outside of the Party's control.

Obligations of the affected Party

15.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The notice must state:

- a) the nature of the circumstances giving rise to the Extraordinary Event
- b) the extent of that Party's inability to perform under this Contract

- c) the likely duration of that non-performance, and
- d) what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of Services.

16 General

Changes to this Contract

16.1 Any change to this Contract is called a variation. A Variation must be agreed by both Parties and recorded:

- a) in writing and signed by both Parties, or
- b) Through an exchange of emails where the authors have delegated authority to approve the Variation.

16.2 This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangement or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were verbal or in writing.

Waiver

16.3 If a Party breaches this contract and the other Party does not immediately enforce its rights resulting from that breach that;

- a) does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and
- b) does not prevent the other party from exercising its rights resulting from the breach at a later time

Applicable Law

16.4 This contract will be governed and interpreted in accordance with the laws of England and Wales

Publication of Information about this Contract

16.5 The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer in any promotional material, or promotional activities about this Contract.

Signing the Contract

16.6 The date of execution is the date this Contract is signed. This Contract is properly signed if each party signs the same copy, or separate identical copies, of Page 1. If this Contract is signed on two separate dates or separate copies are signed, the date of execution is the later of the two dates. Where separate copies are signed the signed copy can be the original document, or a faxed or emailed copy.

No Poaching

16.7 During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the others written consent, deliberately solicit for employment or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.

Clauses that remain in force

16.8 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 16 (General) and 18 (Definitions).

Precedence

16.9 If there is any conflict or difference between the documents forming this Contract (as stated on page1) then the order of precedence is

- a) a Variation agreed between the Parties under clause 16.1
- b) Schedule 1
- c) any Attachment to Schedule 1
- d) Schedule 2.

16.10 In the event of any inconsistency between these additional clauses and Schedule 2, these additional clauses will prevail to the extent of remedying that inconsistency.

17. Costs

17.1 Each party shall meet its own costs and expenses in connection with drafting, negotiation and agreement of this Contract.

18. Definitions

Business Day A day when most businesses are open for business in the UK. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Confidential Information that:

- a. is by its nature confidential
- b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- c. is provided by either Party or a third party 'in confidence'
- d. either Party knows or ought to know is confidential, or
- e. is of a sensitive nature or commercially sensitive to either Party.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract. It means that its independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- a. actual: where the conflict currently exists
- b. potential: where the conflict is about to happen or could happen, or
- c. Perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, Schedule 2, Schedule 3 and any other any Variation and Attachment.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
- b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or
- d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

Intellectual Property Rights All Intellectual Property Rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

Notice A formal or legal communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer and the Supplier are each a Party to this Contract, and together are the Parties.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of the Services.

Schedule 3:

DATA PROCESSING CONTRACT

THIS CONTRACT is made on the day of 20xx
BETWEEN

1.0 The Parties

xxxxxxxxxxxxxxxxxxxxxxxxxxxxx Buyer (herein after called the “Controller”) of the one part, and;

Buddi Limited whose principal office is at Talbot House, 17 Church Street, Rickmansworth, Hertfordshire, WD3 1DE (herein after called the “Processor”),

2.0 Purpose

The Purpose of the processing is described within Schedule 4.

This Contract sets out the terms and conditions under which Data held by the Controller will be disclosed to and used by the Processor.

The Purpose is consistent with the original purpose of the Data creation and/or collection.

The Processing of Data for the Purpose will assist the Controller to fulfil their obligations as described in Schedule 4.

Controllorship of the Buyer’s Data shall at all times remain with the Controller.

3.0 Definitions

The following words and phrases used in this Contract shall have the following meanings except where the context otherwise requires:

Purpose means the purpose of the Processing as set out within Schedule 4.

Aggregated Data means Buyer Data presented to the extent that no living individual can be identified from the Aggregated Data or any other Data in the possession of, or likely to come into the possession of any person obtaining the Aggregated Data.

Data, Controller, Data Subject, Processor, Processing, Personal Data, Personal Data Breach, Pseudonymisation and Processing, have the same meaning as in Article 4 of UK-GDPR.

Data Protection Impact Assessment means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation means (i) the UK-GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy and (iii) all applicable Law about the processing of personal data and privacy.

Special Categories of Personal Data has the same meaning as in Article 9 of UK-GDPR.

UK-GDPR means the UK-General Data Protection Regulation (Regulation (EU) 2016/679)

LED means the Law Enforcement Directive (Directive (EU) 2016/680)

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Data Subject Access Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their personal data.

Buyer Data means any Data including Personal Data and Special Categories of Personal Data, to be provided to, or collected by, the Data Processor and processed on behalf of the Controller as identified at **Schedule 4**.

Services means the Data Processing activity and services to be undertaken by the Data Processor on behalf of the Controller, as identified in **Schedule 4**.

Party means a Party to this Contract.

Buyer Manager means *person as named in Schedule 1 as Contract Manager* who has oversight and responsibility for ensuring the Processing on behalf of the Controller or other such person as shall be notified to the Processor from time to time is in compliance with the terms of this Contract. The Buyer's Manager will assume responsibility for co-ordinating data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests as directed by the terms of this Contract.

Project Manager means person named in Schedule 1 as Suppliers Contract Manager who has day-to-day management responsibility for the Processing and compliance with this Contract on behalf of the Processor or such other person as shall be notified to the Controller from time to time. The Project Manager will assume responsibility for data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests as directed by the terms of this Contract.

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted.

Law means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply.

Contract means this Data Processing Contract together with its schedules and all other documents attached to or referred to as forming part of this contract.

Confidential Information means all Buyer Data and any other information relating to the Controller's customers and prospective customers, current or projected financial or trading situations, business plans, business strategies, developments and all other information relating to the Controller's business affairs including any trade secrets, know-how and any information of a confidential nature imparted by the Controller to the Processor during the term of this Contract or coming into existence as a result of the Processor's obligations, whether existing in hard copy form or otherwise, and whether disclosed orally or in writing.

Miscellaneous

Headings are inserted for convenience only and shall not affect the construction or interpretation of this Contract and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Contract;

Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it; and

The word 'including' shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word 'include' and its derivatives shall be construed accordingly.

4.0 Provision or collection of Buyer Data

The manner and frequency of transmission of Buyer Data from the Controller to the Processor is set out in Schedule 4.

Buyer Data to be shared with Buddi will be only to the extent necessary to enable Buddi to deliver this service. The data obtained during the process will be collected and shared with the Buyer by Buddi. This will be on a daily basis. Tag locations will be monitored 24/7. Data will be accessed by the Buyer via the Buddi portal.

5.0 Access to the Buyer Data

Access to the Data processed in accordance with this contract will be restricted to the Controller or those employees of the Processor who are performing the roles identified in Schedule B, have signed an Undertaking of Confidentiality and whilst directly involved in the processing of the Buyer Data in pursuance of the Purpose.

Police Buyers ONLY

With the consent of the Controller the system can be enabled to share non personal tag wearer data with other Police users of the Buddi system in situations where an offender wearing one of the Processor's Devices enters another Police area. The signing of this agreement authorises the Processor to share non personal tag wearer data with other UK Police Forces. The Processor will not share personal data of tag wearers.

6.0 Data Protection and Human Rights

The processing of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Contract by the Data Protection Legislation. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Contract.

The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor. Where deviation from Schedule 4 is required this will only occur where previously authorised in writing by the Buyer Manager to the Project Manager.

The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Processor may not contact any Data Subject except where permitted by Schedule 4.

The Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.

The Processor's obligation to notify under the preceding clause shall include the provision of further information to the Controller in phases, as details become available.

Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under preceding clauses (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines that the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.

The Processor shall designate a data protection officer if required by the Data Protection Legislation.

Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written contract with the Sub-processor which give effect to the terms set out in this Contract such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

The Processor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office

The Parties agree and declare that the information accessed pursuant to this Contract will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human

Rights. Further, the Parties agree and declare that the provision of information is proportional, having regard to the purposes of the Contract and the steps taken in respect of maintaining a high degree of security and confidentiality.

If any Party to this Contract receives a request for information under the provisions of the Freedom of Information Act 2000 identified as originating from another Party, the receiving Party will contact the other Party to determine whether the latter wishes to claim an exemption under the provisions of that Act.

Where the Data Processor receives a request for information under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the Controller, the Processor will contact the Buyer Manager to ascertain whether the Controller wishes to claim any exemption including the determination of whether or not the Controller wishes to issue a response neither to confirm nor deny that information is held.

7.0 Confidentiality

The Data Processor shall not use or divulge or communicate to any person (other than those whose province it is to know the same for the Purpose, or without the prior written authority of the Controller) any Data obtained from or created on behalf of the Controller, which it shall treat as private and confidential and safeguard accordingly¹.

The Data Processor shall ensure that any individuals who process Buyer Data under this Contract are aware of their responsibilities in connection with the use of that Data and have confirmed so in writing by completion of Annex A: Undertaking of Confidentiality which will be provided to the Buyer Manager as a pre-requisite for that individual to process Buyer Data.

For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Contract shall continue in full force and effect after the expiry or termination of this Contract.

Respect for the privacy and rights of Data Subjects will be afforded at all stages of the Purpose.

The restrictions contained within this section shall cease to apply to any Data which may come into the public domain otherwise than through unauthorised disclosure by the Parties to the Contract.

8.0 Retention, Review and Deletion

The Buyer Data will be retained by the Processor until permanently deleted by the Buyer

9.0 Security

The Data Processor recognises that the Controller has obligations relating to the security of Data in his control under the Data Protection Legislation. The Processor will continue to apply those relevant obligations as detailed below on behalf of the Controller during the term of this Contract.

The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Controller as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that:

(i) employees of the Processor do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK-GDPR Article 46 or LED Article 37) as determined by the Customer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, provide an electronic copy of Personal Data (and any copies of it) to the Processor on termination of the Contract.

The Controller may wish to undertake suitability checks (including vetting) on any persons having access to Buyer Data and further reserves the right to issue instructions that particular individuals shall not be able to participate in the Purpose without reasons being given for this decision. The Processor will ensure that each person who will participate in the Purpose understands this and provides their written consent as necessary.

10.0 Indemnity

In consideration of the provision of the Buyer Data for the Purpose the Processor undertakes to indemnify and keep indemnified the Controller against any liability, which may be incurred by the Controller as a result of the Processor's breach of this Contract.

Provided that this indemnity shall not apply:

(a) where the liability arises from information supplied by the Controller which is shown to have been incomplete or incorrect, unless the Controller establishes that the error did not result from any wilful wrongdoing or negligence on their part

(c) to the extent that the Controller makes any admission which may be prejudicial to the defence of the action, claim or demand.

This Contract acts in fulfilment of part of the responsibilities of the Controller as required by Articles 28 and 29 and Recital 81 of UK-GDPR.

If any provision of this Contract is held by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Contract, which shall remain in full force and effect.

Signed on behalf of the Buyer (add details) xxxxxxxxxxxxxxxx

.....

.....XXXXXXXXXX.....

...XXXXXXXXXXXXX.....

XXXXXXXXXXXX

Schedule 4 : Details of Buyer Data to be provided to, or collected by, the Processor and processed on behalf of the Controller.

The Processor shall comply with any further written instructions with respect to processing from the Controller.

Any such further instructions shall be incorporated into this schedule.

Subject matter of the Processing	
Duration of the Processing	<i>12 monthly rolling basis unless contract is terminated.</i>
Purposes of the Processing	To provide the procured Services in a manner to achieves the intended outcomes of the Buyer.
Nature of the Processing	1. <i>Servers are located within the UK, behind a secure firewall in an ISO27001 approved data centre.</i> 2. <i>The Buddi offices are based at Talbot House, 17 Church Street, Rickmansworth, Hertfordshire, WD3 1DE</i> 3. <i>The Buddi offices have been assessed as part of the ISO 27001 requirement with restricted access, entry control systems, camera coverage within public areas and clear desk policy.</i>

	4. Staff are at minimum DBS checked. If required it can be ensured that Buddi staff accessing the data will be cleared to NPPV3 level. 5. Business continuity plans are in place as part of the ISO27001 requirement. 6. Contact between Buddi and xxxxxxxxxxxx (Buyer) would either be by phone or through email. 7. xxxxxxxxxxxx Buyer's staff will have access to the location data via Buddi's monitoring platform 'Eagle'..
Type of Personal Data	Personal data about wearers may consist of: 1. The name & d.o.b (reference number can be used if preferred) 2. Address of the wearer. 3. Geo-location data
Categories of Data Subject	
Arrangements for return or destruction of the data once processing is complete	All Personal Data retained by the Processor until permanently deleted, using the provided functionality, by the Buyer at an individual Wearer (subject) level. At the termination of the contract a copy of personal data can be provided to the Buyer as a external file prior to final termination.

Annex A: Undertaking of Confidentiality

Undertaking of Confidentiality

I as an employee of the Processor (Buddi), hereby acknowledge the responsibilities arising from a Contract between Buddi and XXXXXXXXXX (Insert details of Buyer);

I understand that my part in fulfilling the Purpose means that I may have access to the Data and that such access shall include

- reading or viewing of information held on computer or displayed by some other electronic means,
- reading or viewing manually held information in written, printed or photographic form, or
- overhearing any radio, telephone or verbal communication.

I undertake that:-

- I shall not communicate to nor discuss with any other person the contents of the Data except to those persons authorised by the Controller as is necessary to progress the agreed Purpose.
- I shall not retain, extract, copy or in any way use any Data to which I have been afforded access during the course of my duties for any other purpose.
- I will only operate computer applications or manual systems that I have been trained to use. This training will include the requirements of the Data Protection Legislation which prescribes the way in which personal data may be obtained, stored and processed.
- I will comply with the appropriate physical and system security procedures made known to me by the Processor.
- I will act only under instruction from the Buyer Manager or other relevant official in the processing of any Data.

I understand that the Data is subject to the provisions of the Data Protection Act 2018 and that by knowingly or recklessly acting outside the scope of this Agreement I may incur criminal and/or civil liabilities.

I undertake to seek advice and guidance from the Buyer Manager or other relevant official of the Controller in the event that I have any doubts or concerns about my responsibilities or the authorised use of the Data defined in the Contract.

I have read, understood and accept the above.

Name

Signature

Date