

**iWGC LIMITED
MASTER CUSTOMER AGREEMENT**

DATE

PARTIES

(1) iWGC LIMITED, a company registered in England under company number 06632290, whose registered office is at Suite 16 & 17, Cromwell Business Centre, 27 Fairfax House, Chipping Norton, Oxfordshire, OX7 5SR, United Kingdom (**iWGC**) and

(2) CUSTOMER DETAILS (the Customer)

WORK ORDERS

1. By entering into a Work Order, iWGC agrees to supply the Services and the Deliverables listed in that Work Order to the Customer and the Customer agrees to take those Services and the Deliverables, subject to the terms and conditions of this Agreement and the Work Order.
2. Each Work Order will form a separate contract subject to the terms and conditions of this Agreement and the Work Order.
3. Instead of the Customer, a Customer Affiliate may enter into a Work Order with iWGC (subject to iWGC's agreement of that Work Order) and, in that case, iWGC agrees to supply the Services and the Deliverables to the Customer Affiliate and the Customer Affiliate agrees to take the Services and the Deliverables subject to the terms and conditions of this Agreement and the Work Order. The Customer warrants that it will Control each person (except the Customer itself) that enters into a Work Order with iWGC and that the Customer will be responsible for the acts and omissions of that person as if they were the Customer's own acts and omissions.
4. Each Work Order must reference this Agreement and set out:
 - a) the Services and the Deliverables to be provided by iWGC;
 - b) the Customer Data and Materials to be provided by the Customer or the Customer Affiliate to iWGC;
 - c) the Customer Tasks to be carried out by the Customer or the Customer Affiliate;
 - d) the fees or rates of charge to be paid by the Customer or the Customer Affiliate for the Services and the Deliverables;
 - e) the Initial Service Period or the duration of the Work Order, and be substantially in the form set out in Schedule 1; and
 - f) details relating to the Processing of the Customer Personal Data.

Signed on behalf of **iWGC Limited**:

Signed on behalf of **the Customer**

Signature:

Signature:

Name:.....

Name:

Position:.....

Position:.....

**iWGC LIMITED
MASTER CUSTOMER AGREEMENT
TERMS AND CONDITIONS**

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the meaning set opposite:

an Additional Deliverable	a report, analysis or other materials and software provided by iWGC to the Customer in addition to the Deliverables listed in the Work Order;
Additional Fees	the fees payable for any Additional Deliverable, or for any Additional Service (including where iWGC provides assistance pursuant to Clause 4.15 or where iWGC carries out any additional work or incurs additional costs and expenditure as a result of complying with the Customer's instructions in relation to the Processing of the Customer Personal Data;
an Additional Service	a service provided by iWGC to the Customer in addition to the Services listed in the Work Order;
an Adequacy Decision	a subsisting decision by the European Commission or the Information Commissioner's Office to the effect that a country, a territory or one or more specified sectors within a third country, or an international organisation ensures an adequate level of protection for Personal Data;
this Agreement	this Master Customer Agreement (including its Schedules) as amended from time to time in accordance with 14.2 or by the Work Order;
a Change Control Note	a document substantially in the form set out in Schedule 2 recording an agreed change to the Work Order;
the Commencement Date	the commencement date set out in the Work Order;
Confidential Information	information of a confidential nature which relates to a Party (including information about its customers, suppliers, business, finances, technology and any other commercially sensitive information of or about a Party and any Personal Data which is not, at the relevant time, in the public domain (in each case regardless of the form in which the information is stored or

	communicated). (iWGC's Confidential Information includes its Trade Secrets.);
Consent	consent which complies in all respects with the requirements of the European General Data Protection Regulation 2016 and, where relevant, the proposed European e-Privacy Regulation;
Control	the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;
a Controller	has the meaning given to that expression or any equivalent or corresponding expression in the Applicable Data Protection Legislation and, in the absence of any definition of that expression in the Applicable Data Protection Legislation, means the person who determines the purpose for which the Personal Data is Processed;
a Customer Affiliate	an entity which is Controlled by the Customer and the Customer Affiliate is the Customer Affiliate which has agreed and entered into a Work Order;
the Customer Data	information about the Subjects and other information provided by the Customer to iWGC for the purposes of iWGC providing the Services and the Deliverables, except any Feedback;
the Customer Materials	the Customer Data and any other information and other materials to be provided by the Customer to iWGC as set out in the Work Order, except any Feedback;
the Customer Personal Data	any Personal Data within the Customer Data and any Personal Data which iWGC collects for the Customer's purposes or Processes for the Customer;
the Customer System	the equipment, software, infrastructure and telecommunications systems and network connections which the Customer uses from time to time to receive or access the Services or the Deliverables;
the Customer Tasks	the tasks to be carried out by the Customer set out in the Work Order;
the Customer Webpages	the webpages dedicated to the Customer on iWGC's Website;

the Data Protection Legislation	while they remain in force, the UK Data Protection Act 1998 and Directive 95/46/EC or, when they are in force, respectively the European General Data Protection Regulation 2016 or the proposed UK Data Protection Act;
a Data Subject	has the meaning given to that expression in the Data Protection Legislation;
the Data Protection Officer	the person responsible for informing and advising the controller, its employees, and any associated processors about their obligations to comply with the GDPR and other relevant data protection laws; monitoring compliance with data protection laws and being the point of contact for the Information Commissioner and for Data Subjects;
the Deliverables	the deliverables, including any reports, analyses, webpages, software and materials, provided by iWGC to the Customer and any Additional Deliverables;
the e-Privacy Regulations	while they remain in force, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 (the PECR) (as amended) and Directive 2002/58/EC or, when they are in force, respectively the proposed European Regulation on Privacy and Electronic Communications and any UK regulation or legislation replacing the PECR;
the Fees	the fees and expenses set out in the Work Order, as adjusted in accordance with any Change Control Note or pursuant to Clause 3.5;
Feedback	the responses to any questionnaire, survey or review carried out as part of the Service;
the FOIA	the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (or either of them);
a Harmful Element	any malicious code, virus, worm, time bomb, time lock, drop dead device, trap and access code or anything else which might disrupt, disable, harm or impede the operation of any information system, or which might corrupt, damage, destroy or render inaccessible any software, data or file on, or which may allow any unauthorised person to gain access to, any information system or any software, data or file on it;

the Index	the Retail Prices Index (All Items, excluding mortgages) as published by the UK Office for National Statistics from time to time, or failing that publication, any index which iWGC substitutes for that index;
the Initial Service Period	the initial service period set out in the Work Order;
Intellectual Property Rights	patents, rights to any invention, copyrights and related rights, moral rights, rights in computer software, trade marks, service marks, trade names, domain names, rights in any get-up, goodwill and the right to sue for passing off or unfair competition, registered designs, rights in designs, rights of confidence, rights in any know-how, trade secrets, rights to extract and exploit data, database rights, any similar or equivalent rights protected in any jurisdiction, whether now existing or coming into existence at some future date and whether or not registered, any application for (and rights to apply for and be granted) any of the above, any renewals or extensions of, and rights to claim priority from, any such rights, and any accrued rights of action in respect of any of the above;
iWGC's Facilities	the software, systems and infrastructure which iWGC uses from time to time to provide the Services and the Deliverables;
iWGC's Trade Secrets	any and all of the following: the processes, systems, technologies and methodologies which iWGC uses from time to time to provide any service to any of its customers; and its business plans and strategies;
iWGC's Website	the website with the URL www.iwantgreatcare.org operated and controlled by iWGC or any website replacing that website;
a Party	a party to the Work Order and the Parties are both the parties to the Work Order;
Personal Data	has the meaning given to that expression in the Data Protection Legislation;
a Personal Data Breach	has the meaning given to that expression in the Data Protection Legislation;
to Process	has the meaning given to that expression in the Data Protection Legislation;

a Processor	has the meaning given to that expression or any equivalent or corresponding expression in the Applicable Data Protection Legislation and, in the absence of any definition of that expression in the Applicable Data Protection Legislation, means any person who Processes any Personal Data for a Controller;
a Renewal Period	a period of the duration set out in the Work Order, beginning immediately after the end of the Initial Service Period or the end of the immediately preceding Renewal Period unless the Work Order is terminated in accordance with Clause 8;
the Reviewer	the person who provides any Feedback;
the Services	the services provided by iWGC to the Customer as set out in the Work Order and any Additional Services;
the Service Period	the period beginning on the Commencement Date and ending on the earlier of the expiry (without renewal) or the termination of the Work Order in accordance with Clause 8;
the Subject	the service, person, product or location which is the subject of a Service (including the subject of any questionnaire, survey, review or analysis carried out as part of the Services);
a Work Order	a document substantially in the form set out in Schedule 1, agreed and signed by iWGC and the Customer, as amended from time to time in accordance with any Change Control Note, and the Work Order is the specific Work Order relating to the Services; and
VAT	any value added, sales, service or consumption tax or tax on the supply of goods or services.
1.2	Where a Customer Affiliate has agreed and entered into the Work Order, references to the Customer in these Terms and Conditions are replaced by a reference to that Customer Affiliate.
1.3	Any reference in this Agreement or the Work Order to a statute or regulation:
1.3.1	refers to that statute or regulation as amended, extended or re-enacted from time to time (except where that amendment, extension or re-enactment imposes any new or extended obligation, liability or restriction on iWGC or adversely affects iWGC's rights); and

- 1.3.2 includes any subordinate legislation from time to time in force made under it.
- 1.4 The headings in this Agreement and the Work Order are for ease of reference only; they do not affect its interpretation or construction.
- 1.5 Unless the context otherwise requires, in this Agreement and the Work Order, words in the singular include the plural and words in the plural include the singular.
- 1.6 Any words in this Agreement or the Work Order following the expressions 'including', 'include', 'in particular', or any similar expression, are merely illustrative and do not limit the sense of the words, description, definition, phrase or expression preceding those expressions.
- 1.7 General words introduced in this Agreement or the Work Order by the word 'other' will not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things.
- 1.8 References in this Agreement or the Work Order to a Clause or a Schedule are references to a Clause in or a Schedule to this Agreement.
- 1.9 In this Agreement and the Work Order, a **person** includes a natural person, a corporate or unincorporated body (whether or not it has a separate legal personality) and that person's successors and permitted assigns.
- 1.10 A reference in this Agreement or the Work Order to a **Party** includes that Party's permitted assigns.
- 1.11 Any obligation on a Party in this Agreement or the Work Order not to do something includes an obligation not to allow that thing to be done.
- 1.12 If there is any conflict or inconsistency between the terms of this Agreement and the terms of the Work Order, unless a term of the Work Order expressly amends the terms of this Agreement, the terms of this Agreement will prevail to the extent necessary to resolve that conflict or inconsistency. Where a term of the Work Order expressly amends the terms of this Agreement, that term of the Work Order will prevail to the extent necessary to resolve that conflict or inconsistency.
- 1.13 Any reference in this Agreement or the Work Order to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction except England and Wales, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.
- 1.14 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version will prevail.

2. THE SERVICES AND THE DELIVERABLES

- 2.1 In return for the Customer paying iWGC the Fees in accordance with this Agreement and the Work Order, iWGC will provide the Customer with the Services and the Deliverables during the Service Period and any Renewal Period.

- 2.2 Subject to Clauses 2.4, 2.5 and 2.6, the Customer may extract and re-use the content of the Deliverables:
- 2.2.1 for its own internal administrative and management purposes;
 - 2.2.2 to provide information to the public about the services it provides; and
 - 2.2.2 to submit reports to any regulator or body having authority in respect of the Customer from time to time.
- 2.3 The Customer agrees not to: allow anyone else to use any of the Services or any of the Deliverables or their content; share the use of any of the Services or any of the Deliverables or their the contents with anyone else; or use any of the Services or any of the Deliverables to provide any data services or information services to anyone else, but the Customer may nevertheless use the Content of the Deliverables in accordance with Clause 2.2.
- 2.4 Whenever the Customer reproduces any of the content of any of the Deliverables (in whole or part) and whenever the Customer provides a Deliverable or any extract from a Deliverable to anyone, the Customer will include the following acknowledgement: *'Data collected and analysed by iWantGreatCare. © iWGC Limited 201[']*.
- 2.5 The Customer will not use, reproduce, publish or make available to anyone any Feedback or the contents of any Deliverable if iWGC requests it not to do so. The Customer will, as quickly as possible, remove any Feedback or content from its website and other publications if iWGC request it to do so.
- 2.6 iWGC will not be liable for any reliance placed on any of the contents of the Deliverables by any person mentioned in Clause 2.2 or for any act or omission of any such person based on any of those contents and the Customer will indemnify iWGC on demand against all and any claims, losses, damages, fines, expenses and liabilities incurred by iWGC as a result of any claim made by any person to whom the Customer has disclosed any of the contents of any Deliverable.
- 2.7 If, before the completion of the Services, the Customer wants to change the Work Order or the Services or the Deliverables (including the nature of the Processing of the Customer Personal Data, the types of Personal Data being Processed by iWGC for the Customer or the categories of Data Subjects), it will notify iWGC of the proposed changes. iWGC will respond by issuing a written proposal for the changes including any changes to the Fees and other terms of the Work Order. If the parties agree the changes to the Services, the Deliverables, the Fees and the Work Order they will sign a Change Control Note and the Services, the Deliverables, the Fees and the Work Order will be amended in accordance with that Change Control Note. Until agreement on any change is reached and a Change Control Note is signed by the Parties, the unamended Work Order will continue to apply.

3. PAYMENT

- 3.1 The Customer will pay iWGC the Fees in accordance with this Agreement and the Work Order.

- 3.2 If the Customer fails to pay amount by the due date for payment, without prejudice to any other right or remedy available to iWGC, iWGC may do any or all of the following: charge interest on the outstanding amount and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2013; suspend the provision of the Services and the Deliverables; and terminate this Agreement.
- 3.3 The Fees and any other fees and charges payable under this Agreement or the Work Order are exclusive of VAT. Where VAT is chargeable, the Customer will pay it in addition to the Fees and any other fees and charges payable. The Fees are not refundable.
- 3.4 The Fees will not be increased during the Initial Service Period except in accordance with any Change Control Note or pursuant to Clause 3.6.
- 3.5 Unless agreed otherwise by the Parties in writing, the Fees payable during any Renewal Period will be the Fees payable during the Initial Service Period or previous Renewal Period, adding back any discount allowed to the Customer for all or any of the Initial Service Period or previous Renewal Period plus the charges for any Additional Services and Additional Deliverables, increased by the lower of the annual percentage increase in the Index plus 2.5%, measured over the period from the date of the Work Order until the start of the Renewal Period or 4%.
- 3.6 The Customer will pay iWGC for any Additional Service and for any Additional Deliverable provided by iWGC (including where iWGC provides assistance pursuant to Clause 4.15 or where iWGC carries out any additional work or incurs additional costs and expenditure as a result of complying with the Customer's instructions in relation to the Processing of the Customer Personal Data at iWGC's rates in force from time to time.
- 3.7 The Customer will pay all amounts due to iWGC in the currency stated in the Work Order, in full and without any withholding, deduction, set-off or counterclaim.
- 3.8 On the earlier of the expiry (without renewal) or the termination of the Work Order in accordance with Clause 8 the Customer will pay iWGC all unpaid Fees accrued up to that date and for all costs and expenses which iWGC has then already incurred or agreed to incur in connection with any work done or to be done for the Customer.

4. DATA

- 4.1 iWGC is not responsible for the Customer Data, or for verifying, authenticating, checking or validating it. Nor is iWGC responsible for any Feedback or for any other statement, information or opinion supplied by any person except iWGC, or for verifying, authenticating, checking or validating it. Any Feedback and any statement, information or opinion provided by any Reviewer or other person is not supported or endorsed by iWGC.
- 4.2 iWGC may, in order to avail itself of any defence allowed to it by law, or to avoid or reduce its liability to anyone, edit, remove, delete or block any of the Customer Data, the contents of any Deliverable, any Feedback or any statement, information or opinion provided by anyone. If iWGC requests the Customer to edit, remove,

delete or block any of the Customer Data, the contents of any Deliverable, any Feedback or any statement, information or opinion provided by anyone, the Customer will do so as soon as possible.

- 4.3 The Customer agrees to publish, in accordance with iWGC's reasonable recommendations from time to time, all disclaimers and other notices and conditions in connection with the collection of Feedback and other information and its use by the Customer and by iWGC.
- 4.4 In the course of providing the Services to the Customer, iWGC may collect data for its own purposes, including publishing reviews of Subjects on iWGC's Website and for research, analytical and statistical purposes. iWGC will determine the purposes for which those Personal Data are used and how they will be Processed and iWGC (and not the Customer) will be the Controller in respect of any Personal Data which iWGC collects and Processes for its own purposes.
- 4.5 In relation to the Customer Personal Data, the Customer (and not iWGC) will determine the purposes for which those Personal Data are used and how they will be Processed and the Customer (and not iWGC) will be the Controller.
- 4.6 The Customer agrees to comply with the Data Protection Legislation and, where applicable, the e-Privacy Regulations in relation to the use and processing of the Customer Personal Data, in particular by providing Data Subjects with information and obtaining all Consents which may be necessary in connection with the disclosure of the Customer Personal Data to iWGC, its Processing by iWGC and its publication on iWGC's Website and, where applicable, iWGC contacting the Customer's clients or customers or any other person at the Customer's request. In particular, the Customer will obtain all Consents which may be necessary from each Subject who is an individual to allow iWGC to Process their Personal Data for the purposes of collecting and analysing Feedback, producing the Deliverables, and making Feedback and the Deliverables and any such analysis available to the Customer, to any regulator and to the public via iWGC's Website or any other media. The Customer will retain a copy of each such Consent obtained and will provide iWGC with copies of all such Consents. The Customer will notify iWGC immediately if any Consent is withdrawn and will inform iWGC and the person withdrawing his or her consent of any other lawful grounds or basis for the Customer's Processing that person's Personal Data or contacting that person. The Customer will indemnify iWGC on demand against all and any claims, losses, damages, fines, expenses and liabilities incurred by iWGC as a result of the Customer's failure to comply with the Customer's obligations under any and all of the following: this clause 4.6, Clause 4.13, the Data Protection Legislation and the e-Privacy Regulations.
- 4.7 To the extent that iWGC is acting as the Customer's Processor in relation to any Customer Personal Data (but not when iWGC acts as a Controller in relation to any Personal Data), iWGC will comply with Clauses 4.7 - 4.16.
- 4.8 iWGC will only Process the Customer Personal Data only in accordance with the Customer's lawful instructions given in writing to iWGC. (The Customer's initial instructions are set out in the Work Order.) The Customer will not give iWGC any instruction which is unlawful.

- 4.9 Except in relation to any Personal Data which are in the public domain, including those published from time to time on iWGC's Website, iWGC will take steps to ensure that any individual whom iWGC has authorised to Process the Customer Personal Data has committed him or herself to keep the Customer Personal Data Confidential.
- 4.10 Taking into account: the state of the art; the costs of implementation; the nature, scope, context and purposes of the Processing; the risk of varying likelihood and severity for the rights and freedoms of natural persons (Data Subjects); and the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data, iWGC will put in place appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including (where appropriate): the pseudonymisation and encryption of the Customer Personal Data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the systems used to Process the Customer Personal Data; the ability to restore the availability and access to the Customer Personal Data in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of the Customer Personal Data.
- 4.11 iWGC will notify the Customer of any Personal Data Breach affecting the Customer Personal Data without undue delay after iWGC becomes aware of it.
- 4.12 The Customer consents to iWGC using sub-processors or sub-contractors to Process the Customer Personal Data. iWGC will notify the Customer at least 7 days in advance of its intention to appoint any additional or replacement sub-processor or sub-contractor, and will have a written agreement with each sub-processor or sub-contractor substantially on that sub-processor's or sub-contractor's standard terms of business or, where appropriate, incorporating terms which are substantially similar to those set out in Clause 4.10.
- 4.13 iWGC will not transfer the Customer Personal Data outside the European Union (including for these purposes the UK, even though the UK may have ceased to be a member state of the European Union) or to an international organisation unless: i) the European Commission has made an Adequacy Decision; or ii) the Customer or iWGC provides appropriate safeguards. Where the Customer instructs iWGC to transfer any of the Customer Personal Data outside the European Union (including for these purposes the UK, even though the UK may have ceased to be a member state of the European Union) or to an international organisation, the Customer will provide iWGC with details of any safeguards which the Customer has implemented to ensure that the transfer is not in breach of the Data Protection Legislation.
- 4.14 iWGC will keep records of the Processing of the Customer Personal Data including: the Customer's name and contact details; the name and contact details of the Customer's and iWGC's respective data protection officers; the categories of Processing of the Customer Personal Data; details of transfers of any Customer Personal Data outside the European Union (including for these purposes the UK, even though the UK may have ceased to be a member state of the European Union) or to an international organisation (including, where applicable, the documentation of suitable safeguards); and a general description of the technical and organisational security measures taken. If requested by the Customer, iWGC will

make that information available to the Customer to help demonstrate iWGC's compliance with its obligations under this Clause 4.

- 4.15 Taking into account the nature of the Processing of the Customer Personal Data carried out by iWGC and the information available to iWGC, insofar as is reasonably possible, iWGC will, if requested by the Customer, assist the Customer in ensuring compliance with its obligations in relation to data security, the notification of Personal Data Breaches to the Information Commissioner's Office and (where required by the Data Protection Legislation) Data Subjects, carrying out data protection impact assessments and for the fulfilment of the Customer's obligations to respond to requests for exercising Data Subject's rights such as the right to information and access to, and the rectification and erasure of, their Personal Data which is in the Customer Personal Data.
- 4.16 If requested by the Customer, iWGC will delete or provide the Customer Personal Data to the Customer on the expiry (without renewal) or termination of the Work Order (however it happens) and will delete all copies of the same except any copy which it needs to retain for legal purposes. This Clause 4.16 does not oblige iWGC to delete any Personal Data in relation to which it is the Controller.

5. THE CUSTOMER'S RESPONSIBILITIES

The Customer agrees to:

- 5.1 provide iWGC with the then current Customer Data, in the format which iWGC requests, in good time before the Commencement Date to allow iWGC to set up the Services and to start providing the Services and the Deliverables as from the Commencement Date;
- 5.2 update the Customer Data and provide it to iWGC in good time to allow iWGC to provide the Services and the Deliverables;
- 5.3 provide any other Customer Materials and carry out the Customer Tasks in good time to allow iWGC to provide the Services and the Deliverables;
- 5.4 provide in good working order, any computer equipment, terminals, peripheral equipment, software and network systems, telecommunications and internet connection facilities, required to enable Reviewers to submit Feedback and enable the Customer to receive the Deliverables, and up-to-date virus checkers and firewalls necessary to protect the Customer's System; and
- 5.5 appoint and provide iWGC with contact details of the Customer's Data Protection Officer.

6. WARRANTIES AND LIABILITY

- 6.1 iWGC warrants to the Customer that iWGC will use reasonable skill and care in the provision of the Services to the Customer.
- 6.2 Because of the nature of software, information systems, telecommunications systems and the internet, no representation or warranty is given or has been given to the effect that the Services or the Deliverables will be error-free or that the

Services and the Deliverables will be provided without interruption, or that every error, defect, bug or deficiency in the Services or any Deliverable can be rectified.

- 6.3 Because the Deliverables will be based on the Customer Data and other information provided by the Customer and on Feedback and other statements, information and opinions provided by third parties, subject to Clause 6.12, iWGC will not be liable for any misleading content in any Deliverable or for any error, inaccuracy or incompleteness in any Deliverable which is derived from:

6.3.1 the Customer Data;

6.3.2 any Feedback or other statement, information or opinion supplied by any Reviewer or other person.

iWGC does not warrant that the Deliverables will be error-free, accurate, complete or up to date.

- 6.4 The Customer agrees that it will use the Deliverables and their contents at its own risk, in the knowledge that they are based on statements, information and opinions provided by third parties. Subject to Clause 6.12, iWGC will not be liable for the consequences of any decision taken by the Customer, or any other person, on the basis of, or in reliance on, the contents of the Deliverables.

- 6.5 Subject to Clause 6.12, iWGC will not be liable for any delay or for any failure to perform any of its obligations caused by any delay or failure on the Customer's part to perform its obligations.

- 6.6 Subject to Clause 6.12, iWGC will not be liable to the extent that:

6.6.1 any failure to comply with any warranty, or any error, defect or deficiency in the Services, or its failure to correct or delay in correcting it, results from the Customer not having complied with this Agreement and the Work Order, or from any other act or omission on the part of the Customer;

6.6.2 any loss or damage is caused by:

6.6.2.1 the Customer's failure to implement, or delay in implementing, any firewall, virus checker, upgrade, update, new release, revision, version, workaround or modification which would have remedied or mitigated the effects of any Harmful Element, error, defect or deficiency;

6.6.2.2 the Customer's failure to comply with any technical prerequisites specified from time to time by the licensor of any software or the manufacturer of any equipment;

6.6.2.3 the Customer's failure to keep full and up-to-date security copies of the software which the Customer uses and of any data in accordance with best computing practice;

6.6.2.4 any fault in any media;

- 6.6.2.5 any delay or failure on the Customer's part in providing any information or materials to iWGC;
 - 6.6.2.6 any delay or failure on the Customer's part to notify iWGC of any error in the Customer Data or in the Deliverables;
 - 6.6.2.7 any failure on the Customer's part to comply with this Agreement and the Work Order; or
 - 6.6.2.8 any delay or failure on the part of any hardware or software supplier or maintainer to correct any fault or defect or to provide any other service.
- 6.7 While any of the Customer Data, the Feedback and the Deliverables are in transit between the Customer's System and iWGC's Facilities, they are at the Customer's risk, and iWGC will not be liable for any loss or damage or the corruption of any of the Customer Data, the Feedback or the Deliverables while they are in transit.
- 6.8 The express undertakings and warranties given by iWGC in this Agreement and the Work Order are instead of all other warranties, conditions, terms, undertakings and obligations on iWGC's part, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way (including, without limitation) any warranty or condition relating to satisfactory quality or fitness for purpose. All warranties, conditions, terms, undertakings and obligations on iWGC's part (except the express undertakings and warranties given by iWGC in this Agreement and the Work Order, including the warranty in Clause 6.1) are excluded to the fullest extent permitted by law.
- 6.9 The Customer warrants to iWGC that:
 - 6.9.1 it has not been induced to enter into this Agreement or the Work Order by any statement or promise except those specifically set out in this Agreement or the Work Order, and the Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or any other kind, unless made by iWGC fraudulently) which is not specifically set out in this Agreement or the Work Order; and
 - 6.9.2 the Customer has, and will have, the right to grant the licence in Clause 7.2 to iWGC and to provide the Customer Data to iWGC and, in doing so the Customer will not infringe any Intellectual Property Rights belonging to anyone else or be in breach of any obligation to any person or in breach of the Data Protection Act 1998.
- 6.10 Subject to Clause 6.12, iWGC's total liability in connection with the Services, the Deliverables, the provision of the Services and the Deliverables, the performance or non-performance of this Agreement and all Work Orders and in connection with the subject matter of this Agreement and all Work Orders, whether in contract, or tort (including negligence) or arising in any other way, will not exceed, in aggregate, the total contract value.
- 6.11 Subject to Clause 6.12, but otherwise despite anything else contained in this Agreement or the Work Order, iWGC will not be liable for any loss of profits, loss

of savings, loss of use, lost or wasted management time or the lost or wasted time of employees, loss of business, loss of opportunity, loss of goodwill, loss or spoiling of data, loss of contracts (in each case whether direct or indirect) or for any indirect loss or damage, whether arising from negligence, or breach of contract, or in any other way, even if iWGC has been advised of, or knew of, the likelihood of that loss or type of loss arising.

- 6.12 Nothing in this Agreement limits or excludes iWGC's liability for death or personal injury caused by negligence, or for fraud or for any other liability that the law does not allow iWGC to limit or exclude.
- 6.13 iWGC is prepared to agree a financial cap on its liability which is higher than that set out in Clause 6.10 if, and only if, to the extent that iWGC is able to obtain insurance cover for that higher level of liability and the Customer bears the annual premiums for that insurance cover for each year of this Agreement and the Work Order and for each subsequent year until iWGC no longer has any liability in connection with the subject matter of this Agreement and the Work Order.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 As between the Customer and iWGC, the Intellectual Property Rights in the Customer Data, the contents of the Deliverables (except any pre-existing Intellectual Property Rights which iWGC uses to create the Deliverables or their content) and the Intellectual Property Rights in the Customer's name and logo, will be the Customer's property.
- 7.2 All Intellectual Property Rights in or relating to any of the following: each of the Services, any pre-existing works, any materials, software and databases which iWGC uses to create the Deliverables (except the Customer Data and the Feedback), all question sets and any other documents, software and materials which iWGC provides to the Customer, the compilations and the databases of Personal Data, Feedback and of any other statement, information and opinion provided by any Reviewer or any other person, and the methodologies and business processes used or developed by iWGC in connection with the provision of any of the Services, as between the Customer and iWGC, will be iWGC's property.
- 7.3 The Customer and iWGC both acknowledge that the copyright in any Feedback will belong to the individual who created that Feedback.
- 7.4 The Customer grants iWGC an irrevocable, royalty free licence to use, copy, adapt, edit, update, revise, transcribe, translate, extract and re-use information from, compile, recompile and publish, the Customer Data for the purposes of providing the Services and the Deliverables and publishing the Customer Data and the Feedback on iWGC's Website.
- 7.5 The Customer also grants iWGC the right to: include the Customer's name and logo on any website, webpages and materials which iWGC uses from time to time to collect Feedback; and to use and display the Customer's name and logo in so far as is necessary to host the Customer Webpages on iWGC's Facilities.
- 7.6 iWGC grants the Customer the right to use the Services and the Deliverables provided the Customer does so in accordance with this Agreement.

8. TERMINATION

- 8.1 Unless the Work Order is terminated earlier in accordance with Clause 8.2, the Work Order will continue for the Initial Service Period and, at the end of the Initial Service Period or any Renewal Period, the Work Order will renew for a Renewal Period unless and until the Work Order is terminated by either Party giving to the other not less than three months' written notice, that notice to expire at the end of the Initial Service Period or any Renewal Period. This Agreement will continue until the expiry (without renewal) or termination of the last Work Order to expire or terminate.
- 8.2 Either Party may terminate the Work Order immediately on giving the other Party written notice if:
- 8.2.1 the other Party commits any material breach of the Work Order and (in the case of a breach which is capable of being remedied) has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or
 - 8.2.2 the other Party has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.
- 8.3 On the termination or expiry (without renewal) of the Work Order, the Customer's right to receive the Services and the Deliverables will immediately and automatically terminate.
- 8.4 The termination or expiry (without renewal) of this Agreement or any Work Order will not affect any accrued rights or liabilities of either Party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement or the Work Order which is expressly, or by implication, intended to come into or to continue in force on or after the termination or expiry of this Agreement or any Work Order.
- 8.5 Clauses 1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.2, 3.3, 3.6, 3.7, 3.8, 4.1-4.6, 4.16, 6 (except 6.1), 7.1, 7.2, 7.3, 7.4, 8.3, 8.4, 8.5, 9 and 14 will survive the termination or expiry of this Agreement and each Work Order and will continue in full force and effect without limit in time.

9. CONFIDENTIALITY

- 9.1 iWGC and the Customer each agree:
- 9.1.1 to keep the other's Confidential Information confidential and, except as permitted elsewhere in this Agreement, not to disclose that information to any other person, or use it for any purpose except the exercise of, their respective rights obligations, under this Agreement and any Work Order;

- 9.1.2 to disclose the other's Confidential Information only on a need-to-know basis to, their respective employees, contract staff, sub-contractors and officers; and
 - 9.1.3 immediately on receipt of a written request from the other Party, or on the expiry (without renewal) or termination of the Work Order (however it happens), to destroy or, at the other's request, deliver to the other, all copies of the other's Confidential Information, and certify to the other in writing that this has been done.
- 9.2 Nothing in Clause 9.1 will apply to any of the other Party's Confidential Information which is or comes into the public domain through no breach of Clause 9.1, or which is trivial or obvious, or which by its nature cannot be confidential.
- 9.3 Nothing in Clause 9.1 will prevent either Party from disclosing or retaining any information in order to comply with the law or any regulation, or the order of any court or authority of competent jurisdiction, provided that:
- 9.3.1 the Party required to make that disclosure, where it is lawful to do so, informs the other Party as soon as possible of the order, law or regulation and of its intention to make a disclosure of the other Party's Confidential Information;
 - 9.3.2 if the Customer is subject to the FOIA and is requested to make a disclosure of any of iWGC's Confidential Information in response to a request for information under the FOIA, the Customer will not make that disclosure where it is allowed not to make that disclosure under one of the exemptions to the FOIA; and
 - 9.3.3 the Customer will not disclose, under the FOIA or otherwise, any of iWGC's Trade Secrets.
- 9.4 iWGC agrees that, if the Customer is subject to the FOIA:
- 9.4.1 subject to Clauses 9.3.2 and 9.3.3, the Customer, acting in accordance with the codes of practice issued under the FOIA, may disclose information concerning iWGC and this Agreement or the Work Order following consultation with iWGC and having taken iWGC's views into account; and
 - 9.4.2 iWGC will provide reasonable assistance to the Customer in responding to a request for information under the FOIA.

10. ANTI-CORRUPTION

- 10.1 iWGC warrants that it has not offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing, or for having done or not done, anything in relation to the award of this Agreement or any Work Order or the performance of its obligations under any Work Order, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any Work Order.

- 10.2 iWGC will not offer, give or agree to give, any person any gift or consideration of any kind as an inducement or reward for doing or not doing, or for having done or not done, anything in relation to the award of this Agreement or any Work Order or the performance of its obligations under any Work Order, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any Work Order.
- 10.3 iWGC will ensure that its employees, and will use reasonable endeavours to ensure that any of its sub-contractors engaged in connection with the provision of the Services, complies with Clause 10.2.
- 10.4 iWGC will not collude with any person in relation to the setting of the Fees.
- 10.5 iWGC warrants that it has complied with, and it agrees to comply with, with the provisions of Chapter I of the Competition Act 1998 in connection with this Agreement and any Work Order in so far as those provisions are applicable to iWGC.
- 10.6 Nothing in this Clause 10 will prevent iWGC from discussing the terms of this Agreement, the terms of any Work Order and iWGC's pricing with its professional advisors.

11. PUBLICITY

Despite any other provision of this Agreement, iWGC may make any public announcement or communication in any medium concerning the existence and subject matter of this Agreement and iWGC's relationship with the Customer, and may use the Customer's name (with or without its logo) in that announcement or communication provided iWGC does not disclose the commercial terms of this Agreement.

12. CORPORATE SOCIAL RESPONSIBILITY

- 12.1 When providing the Services iWGC will:
 - 12.1.1 act in a way which is compatible with the Convention Rights within the meaning of section 1 of the Human Rights Act 1998;
 - 12.1.2 not discriminate (within the meaning of the Equality Act 2010); and
 - 12.1.3 have environmental standards and use environmentally sustainable working practices and materials.
- 12.2 iWGC has a policy on corporate social responsibility and, if the Customer so requests, iWGC will let the Customer have a copy of that policy and discuss with the Customer any concerns which the Customer may have about the terms or the application of that policy.

13. HEALTH AND SAFETY

- 13.1 If and when iWGC's staff work on the Customer's premises, the Customer will:

- 13.1.1 promptly notify iWGC of any and all health and safety incident of which the Customer is aware and of any hazards which may arise in connection with the performance of this Agreement or any Work Order; and
 - 13.1.2 take such steps as are reasonably necessary to ensure the health and safety of any person whose health and safety is likely to be affected by that incident or hazard.
- 13.2 If and when iWGC's staff work on the Customer's premises, the Customer will take all necessary measures to comply with the requirements of the Health & Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety.

14. GENERAL

- 14.1 This Agreement and the Work Order supersede all earlier agreements, arrangements and understandings between the Parties in respect of their subject matter and constitute the entire and only agreement between the Parties relating to that subject matter.
- 14.2 No addition to, or amendment of, any provision of this Agreement or the Work Order will be binding unless recorded in writing and signed (in the case of an addition or amendment to this Agreement) by the Customer which signed this Agreement and iWGC or (in the case of an addition or amendment to the Work Order) by a duly authorised representative of each Party.
- 14.3 All notices to be given under this Agreement or the Work Order must be in writing and be sent to the address of the intended recipient set out in the Work Order, or any other address which the intended recipient may designate by notice given in accordance with the provisions of this Clause 14.3. Any notice may be delivered by hand (including by courier), or sent by first class pre-paid letter, and will be deemed to have been served: if by hand, when delivered; or if by first class post, 24 hours after posting (if the intended recipient is located in the same country as the sender) or 72 hours after posting (if the intended recipient is not located in the same country as the sender).
- 14.4 Despite anything else contained in this Agreement or the Work Order, iWGC will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission of the Customer or of any other person). In those circumstances iWGC will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of this Agreement and the Work Order but also in the context of its other commitments.
- 14.5 The Customer may assign the Work Order and all of its rights and obligations under it to any person who takes over the Customer's business, provided: a) that person is not a competitor (directly or indirectly) of iWGC; and b) that assignment does not take effect until that person has (at the Customer's or that person's expense) entered into a Novation Agreement with iWGC undertaking to be bound by the terms of this Agreement and the Work Order. Otherwise the Customer may not assign this Agreement or the Work Order or any of its rights or obligations under it, whether in whole or in part without first obtaining iWGC's written consent. iWGC

may assign the Work Order and all of its rights and obligations under it to any person who takes over iWGC's business.

- 14.6 If any part of this Agreement or the Work Order is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement or the Work Order will not be affected.
- 14.7 No failure or delay by either Party in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, either Party is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.
- 14.8 This Agreement and each Work Order and their validity are governed by, and this Agreement and each work Order are to be construed in accordance with, the laws of England and Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English Courts in connection with any dispute which has arisen or may arise out of or in connection with this Agreement or any Work Order, provided that either Party may bring proceedings to protect or enforce its IPR or rights of confidence in any jurisdiction.
- 14.9 No one (except a permitted assignee of a Party) may enforce or is entitled to the benefit of this Agreement or the Work Order under the Contracts (Rights of Third Parties) Act 1999 or in any other way.

**SCHEDULE 1
FORM OF WORK ORDER**

WORK ORDER NUMBER 1

DATE

PARTIES

(1) IWGC LIMITED, a company registered in England under company number 06632290, whose registered office is at Suite 16 & 17, Cromwell Business Centre, 27 Fairfax House, Chipping Norton, Oxfordshire, OX7 5SR, United Kingdom (**iWGC**) and

(2) CUSTOMER DETAILS (the Customer)

1. The terms and conditions of the Master Customer Agreement apply to this Work Order as if they were set out in full in this Work Order.
2. In addition to the definitions in the Master Customer Agreement, the following expressions have the meaning set opposite:

The Services:

AGREED SERVICES LISTED HERE

The Deliverables:

AGREED DELIVERABLES LISTED HERE

The Customer Materials and the Customer Tasks:

THE CUSTOMER DATA AND ANY OTHER INFORMATION AND OTHER MATERIALS TO BE PROVIDED BY THE CUSTOMER TO IWGC AS SET OUT IN THE WORK ORDER.

The Fees:

For the provision of the Services and the Deliverables listed in this Work Order for the Initial Service Period £[] plus VAT, to be paid in full by [DATE] and, subject to Clause 3.5, on each date on which this Work Order is renewed.

The Commencement Date: [DATE]

The Initial Service Period: [MONTHS] beginning on the Commencement Date.

The duration of each Renewal Period: [MONTHS] unless otherwise agreed in a separate Work Order.

4. Data Protection:

The nature and the purpose of Processing the Customer Personal Data:

- TO BE SPECIFIED

The types of Personal Data to be Processed by iWGC for the Customer:

- TO BE SPECIFIED

The categories of Data Subjects whose Personal Data will be Processed by iWGC for the Customer:

- TO BE SPECIFIED

The Customer's initial instructions for the Processing of the Customer Personal Data:

- TO BE SPECIFIED

Signed on behalf of **iWGC Limited:**

Signed on behalf of **the Customer**

Signature:

Signature:

Name:

Name:

Position:..... Position:.....