

Assurance Monitoring System

Terms & Conditions

Agreed Terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation and have consented to their Personal Data being processed under the Services, as further described in clause 2.2(d).
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Change of Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly
Customer Data	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
Documentation	the document made available to the Customer by the from time to time which sets out a description of the Services and the user instructions for the Services.
Effective Date	the date of this agreement.
Normal Business Hours	9.00 am to 5.00 pm local UK time, each Business Day.
Services	the online software applications provided by the Supplier as part of the Services.
Subscription Fees	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Order Form.
Term	the length of the agreement as set out in the Order Form.
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices

1.2 Clause, Order Form and paragraph headings shall not affect the interpretation of this agreement.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.4 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.5 References to clauses and Order Forms are to the clauses and Order Forms of this agreement.

2. User subscriptions

2.1 In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than annually and that each Authorised User shall keep their password confidential;

(d) it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

2.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.3 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) introduce or permit the introduction of, any Virus into the Supplier's network and information systems.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3. Services

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours notice in advance.

3.3 The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours.

4. Data protection

4.1 Both parties agree to the terms as set out in Schedule 1.

5. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. Supplier's obligations

6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 The Supplier:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free.

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

6.5 The Supplier shall follow its archiving procedures for Customer Data as notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive

remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.

7. Customer's obligations

7.1 The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8. Charges and payment

8.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with the Order Form.

8.2 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in pounds sterling;

(b) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.4 The Supplier shall be entitled to increase the Subscription Fees, the support fees upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

9. Proprietary rights

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Confidentiality

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed

to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

10.3 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.4 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.5 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Indemnity

11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

11.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark,

database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) the Supplier is given prompt notice of any such claim;

(b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c) the Supplier is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than the Supplier; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12. Limitation of liability

12.1 Except as expressly and specifically provided in this agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Customer understands the use of the Services is not a substitute for professional standards and does not constitute medical or professional advice. The Supplier shall have no liability for any damage caused by errors or omissions in any results, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.2 Nothing in this agreement excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or
(b) for fraud or fraudulent misrepresentation.
(c) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
(d) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose).

12.3 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights".

13. Term and termination

13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;
(b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;
(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
(e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for

a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(l) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

(m) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.2 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Order Form, the provisions in the Order Form shall prevail.

16. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20. Entire agreement

20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21. Assignment

21.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Counterparts

24.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25. Notices

25.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – Data Protection

Definitions

"Data Protection Legislation"	means all applicable legislation concerning the protection of individuals with regard to the processing of Personal Data and the free movement of such data including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, any regulations, acts or directives made under such legislation or any amendment, re-enactment or extension of such legislation, the General Data Protection Regulation 2016 and any relevant codes of practice and guidance notes issued from time to time in respect of such legislation, including those guidance notes and codes of practice issued by the Information Commissioner;
"Data Controller"	has the meaning set out in the Data Protection Legislation;
"Data Processor"	has the meaning set out in the Data Protection Legislation;
"Data Subject"	has the meaning set out in the Data Protection Legislation;
"Personal Data"	has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Company is the Data Controller and in relation to which the Data Processor is providing services under this Agreement;
"Personal Data Breach"	has the meaning set out in the Data Protection Legislation;
"Processing"	has the meaning set out in the Data Protection Legislation;
"Beyond Use"	means where the Data Processor is not able, or will not attempt, to use the Personal Data to inform any decision in respect of any Data Subject or in a manner that affects the Data Subject in any way; does not give any other organisation access to the Personal Data; surrounds the Personal Data with appropriate technical and organisational security; and commits to permanent deletion of the information if, or when this becomes possible; and
"Territory"	means the European Economic Area (EEA).

Part 1: Main Provisions

1. Obligations of the Data Processor

1.1 The Customer and the Supplier acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor of any Personal Data.

1.2 The Supplier shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes set out in this Agreement and in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any other purpose. The Supplier will keep a record of any processing of Personal Data it carries out on behalf of the Customer.

1.3 The Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete the Personal Data.

1.4 On termination of this Agreement, and at the Customer's request, the Supplier shall remove Personal Data from its systems unless required by Applicable Laws to store the Personal Data. If the Customer requires the return of such data, it will be provided as an extract in a standard format at no additional cost.

1.5 On termination of this Agreement, the Supplier will not make and/or retain any copies of Personal Data. Where any such Personal Data remains on backup media, the Supplier will put such Personal Data Beyond Use.

1.6 The Supplier will, within 10 days of receiving a request from the Customer, provide a data deletion certificate to the Customer certifying that any requested removal, destruction or deletion of Personal Data has taken place.

1.7 The Supplier shall not transfer the Personal Data outside the Territory without the prior written consent of the Customer and the following conditions are fulfilled:
a. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
b. the Data Subject has enforceable rights and effective legal remedies;
c. the Supplier complies with its obligations under the Data Protection Legislation by providing adequate level of protection to any Personal Data that is transferred; and
d. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

1.8 The Supplier shall inform the Customer without undue delay and, where feasible, not later than twenty-four (24) hours following a Personal Data Breach impacting Personal Data. The Supplier shall provide the Customer with such reasonable cooperation and assistance with managing the Personal Data Breach as it may reasonably require and will restore such Personal Data at its own expense.

1.9 At the Customer's request, the Supplier shall provide to the Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer.

1.10 Nothing within the Agreement relieves the Supplier of its own direct responsibilities and liabilities under the Data Protection Legislation.

1.11 The Customer and the Supplier agree that the Processing of Personal Data under this Agreement is as described in part 2 of this Schedule 1:

2. Data Processor's Employees

2.1 The Supplier shall ensure that access to the Personal Data is limited to:
a) those employees (including "officers", "workers" (also including agency and temporary) and "consultants") who need access to the Personal Data to meet the Supplier's obligations under this Agreement; and
b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

2.2 The Supplier shall ensure that all employees:
a) are informed of the confidential nature of the Personal Data;
b) have undertaken training in the laws relating to data protection; and
c) are aware both of the Supplier's duties and their personal duties and obligations under such laws and this Agreement.

3. Rights of the Data Subject

3.1 The Supplier shall notify the Customer within five working days if it receives a request from a Data Subject for access to that person's Personal Data.

3.2 The Supplier shall use all reasonable efforts to assist the Customer in complying with its obligations as a Data Controller including co-operating with the Customer in complying with any subject access request or enquiry, investigation or assessment of processing, including by means of

rectifying, amending, blocking, erasing, destroying or porting such Personal Data on the instructions of the Customer.

3.3 The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in this Agreement or when legally obliged to do so.

4. Rights of the Customer

4.1 The Customer is entitled, on giving at least five working days' notice to the Supplier, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.

4.2 The Supplier will permit an inspection or audit relating to the processing of Personal data, without notice, if the Customer believes that the Supplier is in breach of any of its obligations under this Agreement, or if required by the Customer's regulatory body.

5. Warranties

5.1 The Supplier warrants that:
a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments and the Customer's lawful instructions;
b) it will notify the Customer immediately if, in its reasonable opinion, it has been given an instruction which does not comply with the Data Protection Legislation; and
c) it will take appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against the unauthorised or unlawful processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encryption, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it).

6. Appointment of Sub-contractors

6.1 The Supplier shall not subcontract any of its processing operations performed on behalf of the Customer under this Agreement without the prior written consent of the Customer and where the Supplier has supplied the Customer with full details of such sub-contractor. Where the Supplier

subcontracts any of its processing operations under this Agreement, with the consent of the Customer, it shall do so only by way of a written agreement with the sub-contractor which imposes the same or substantially similar obligations on the sub-contractor as are imposed on the Supplier under this Schedule 1. The Supplier shall remain fully liable to the Customer for the acts, omissions and performance of the sub-contractor's obligations as if they were its own.

6.2 If the Customer permits the processing of Personal Data by a sub-contractor, the Supplier shall procure that such processing of the Customer Personal Data is carried out in accordance with this Schedule 1 and any such third party shall be prohibited from further subcontracting any such processing.

6.3 The Supplier must notify the Customer of any intended changes concerning the addition or replacement of any sub-contractor, and where possible within 30 days of any intended change or as soon as is reasonably practicable before any change to allow the Customer to reasonably object to such changes.

7. Data Retention

7.1 As agreed between the parties the Personal Data/records/data will be deleted as set out in the table in Part 2.

Part 2: Processing Details

Requirement in Article 28 (3) GDPR	Details
The subject matter and duration of the processing	Processing relating to the Customer's customers, employees and business activities for the duration of the Agreement or as required under Applicable Law.
The nature and purpose of the processing	Processing of data to allow the Customer to continue to carry out its business activities
The type of personal data	Name, health condition, email address and other contact details
The categories of data subjects	Customer's employees, officers and contractors

Requirement in Article 28 (3) GDPR	Details
The Controller's obligations and rights	Those obligations and rights set out in this Schedule 1
Data retention and deletion	The Supplier shall retain and delete the personal data as instructed by the Customer or as required by la