



TERMS AND CONDITIONS

NON-DISCLOSURE

The contents of this document remain the property of Ion Industries Ltd and are private and confidential and must not be disclosed to any third party.

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1. DEFINITIONS

The following words and expressions shall have the following meanings in relation to Schedule 2.

Term	Meaning
Acceptance	the acceptance or deemed acceptance of the Solution by the Customer pursuant to clause 5;
Business Day	a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business;
Build Book	includes information about the working elements of the overall solution. It is important to get the entire solution documented in agreement with the Customer.
Change Control Procedure	the procedure set out in clause 9;
Charges	the charges payable by the Customer for the supply of the Services;
Conditions	these terms and conditions as amended from time to time in accordance with clause 21;
Confidential Information	has the meaning given in clause 10;
Contract	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and any Special Terms set out in the Contract;
Data Controller	the Customer who determines the purposes of any personal data and the means of processing it;
Data Processor	the Supplier which processes personal data on behalf of the controller;
Customer	the person, company, firm, or other organisation who purchases Licenses and / or Services from the Supplier as specified in the Contract;
Effective Date	has the meaning set out in clause 2.2;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights

	in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Materials	the content provided to the Supplier by the Customer for incorporation into the Solution;
Non-Supplier Defects	those defects described in clause 5;
Order	the Customer's written acceptance of the Supplier's Contract;
Project	the provision by the Supplier of the Services as set out in these Conditions and the Contract;
Project Plan	the timetable within which the Supplier will implement the Project as set out in the Contract;
Quality Assurance Tests	the tests to be carried out by the Supplier on the Solution during the design and development stages as more particularly set out in the Test Strategy;
Services	the design and development services, including the Solution, supplied by the Supplier to the Customer as set out in the Contract;
Solution	the solution designed and developed by the Supplier for the Customer as more particularly described in the Build Book;
Special Terms	such terms as are set out in the "Special Terms" section of the Contract from time to time;
Supplier	Ion Industries Ltd registered in England and Wales with company number 10323679;
Test Strategy	describes the testing approach for the Solution. The purpose is to provide a rational deduction from organisational, high-level objectives to actual test activities to meet those objectives from a quality assurance perspective;
User Acceptance Tests	the tests to be carried out on the Solution by the Customer following delivery of the Solution more particularly set out in the Build Book;

2. CONDITION RULES

Reference	Responsibility
1.2.1	a person includes a natural person, corporate or unincorporated body (whether having separate legal personality);
1.2.2	a reference to a party includes its successors or permitted assigns;
1.2.3	a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
1.2.4	any phrase introduced by the terms including, include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5	a reference to writing or written includes faxes and emails.
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2. BASIS OF CONTRACT

Reference	Responsibility
2.1	The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
2.2	The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Effective Date).
2.3	The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
2.4	Any samples, drawings, descriptive matter, or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued, or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
2.5	These Conditions and any Special Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.6	For the avoidance of doubt, these Conditions shall apply in their entirety to the extent that there are no Special Terms. Where Special Terms have been agreed, such Special Terms shall have precedence over the corresponding terms of these Conditions.
2.7	Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
2.8	The Supplier may change these terms and conditions at any time and will provide the changes to Customer for agreement to abide by the most recent version provided to them.

3. SUPPLY OF SERVICES

The Supplier shall:

Reference	Responsibility
3.1	supply the Services to the Customer in all material respects in accordance with the Contract;
3.2	design, develop and deliver the Solution in accordance with the Project Plan in so far as is reasonably practicable;
3.3	use all reasonable endeavours to meet any performance dates set out in the Contract and Project Plan, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services; and
3.4	have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4. CUSTOMER OBLIGATIONS

Reference	Responsibility
4.1	The Customer acknowledges that the Supplier's ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as any Materials, information and data provided to the Supplier by the Customer.

4.2	The Customer:
4.2.1	shall provide the Supplier with such information and Materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
4.2.2	shall ensure that the terms of the Order and any information it provides to the Supplier for the purpose of delivering the Services are complete and accurate;
4.2.3	shall co-operate with the Supplier in all matters relating to the Services; and
4.2.4	shall obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start.
4.2.5	nor any holding, subsidiary or associated companies, partners, employees or agents ("Associates") shall during the period in which the Services are being provided and for a period of one year after provision of the Services has concluded, neither employ or engage the services of any of the Supplier's employees with whom the Customer or any of its Associates have dealt during the previous year, nor attempt to do so.
4.3	If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
4.3.1	the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
4.3.2	the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4; and
4.3.3	the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
4.1	The Customer acknowledges that the Supplier's ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as any Materials, information and data provided to the Supplier by the Customer.
4.2	The Customer:
4.2.1	shall provide the Supplier with such information and Materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

5. DEVELOPMENT AND ACCEPTANCE OF SOLUTION

Reference	Responsibility
5.1	Throughout the design and development of the Solution in accordance with the Project Plan, the Supplier shall run the Quality Assurance Tests. The procedure set out in this clause 5 shall be repeated in respect of any further development works agreed by the parties from time to time.
5.2	The Quality Assurance Tests shall test compliance of the Solution with the Build Book. The form and detail of such tests is set out in the Test Strategy. The Supplier shall notify the Customer when the tests have been passed and if requested provide the results of such tests to the Customer in writing.
5.3	Within 14 days following delivery of the Solution to the Customer, the Customer shall carry out the User Acceptance Tests. Acceptance of the Solution shall occur when the Solution has passed the User Acceptance Tests and the Customer shall notify the Supplier of the outcome of such tests as such as is practicable.
5.4	If any failure to pass the User Acceptance Tests results from a defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom

	the Supplier has no responsibility (Non-Supplier Defect), the Solution shall be deemed to have passed the User Acceptance Tests notwithstanding such Non-Supplier Defect.
5.5	Acceptance of the Solution shall be deemed to have taken place upon the occurrence of any of the following events:
5.5.1	the Customer uses any part of the Solution in a live environment, accessible by the intended users of the Solution; or
5.5.2	where the Customer fails to carry out the User Acceptance Tests within fourteen days of the date on which the Solution is delivered, on the date fifteen days from the date on which the Solution is delivered.

6. CHARGES AND PAYMENT

Reference	Responsibility
6.1	The Supplier shall invoice the Charges to the Customer in accordance with the Contract save that the Charges may vary depending on several unpredictable factors beyond the Supplier's control, including the extent to which the Customer's preferences or requirements change. The Charges estimated in the Contract do not include any additional costs which could potentially be incurred in respect of any additional or alternative work the Customer asks the Supplier to do. The costs outlined in the Contract are not intended to be a fixed estimate, are based on the Customer's then current instructions, and may need to be amended as and when circumstances change. The Charges may be higher than the level of any estimate and the Supplier may subsequently update any estimate provided to the Customer. All estimates are based on the Supplier's daily rates as detailed in the Contract and which are reviewed annually. The Supplier reserves the right to increase the rates not more than once in any 12-month period and will notify the Customer in advance of any rate increases.
6.2	The Customer shall pay each invoice submitted by the Supplier:
6.2.1	within 14 days of the date of the invoice; and
6.2.2	in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
6.3	All amounts payable by the Customer under the are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
6.4	Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
6.5	The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. INTELLECTUAL PROPERTY RIGHTS

Reference	Responsibility
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7.1	Unless otherwise varied by the Special Terms, all Intellectual Property Rights in the Solution (including in the branding, design, text, graphics and other content of the Solution and the Solution Software), but excluding the Materials, arising as a result of the provision of the Services shall be the property of the Supplier, and, subject always to the Customer having paid the Supplier all sums due to the Supplier under this or any other contract between the parties, the Supplier hereby grants the Customer a non-exclusive license of such Intellectual Property Rights for the purpose of operating the Solution.
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8. SOLUTION CONTENT

Reference	Responsibility
8.1	The Supplier shall upload any Materials provided prior to delivery by the Customer to the Solution. The Customer shall ensure that the Materials do not infringe any applicable laws, regulations, or third-party rights (including material, which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third-party Intellectual Property Rights) (Inappropriate Content).
8.2	The Customer shall indemnify and keep indemnified the Supplier against all damages, costs, losses, expenses, and other liabilities arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party.
8.3	The Customer warrants that all Intellectual Property Rights in the Materials are the property of the Customer, or its licensors and the Customer grants the Supplier a non-exclusive license of such Intellectual Property Rights for the purpose of providing the Services.
8.4	The Customer shall indemnify and keep indemnified the Supplier against all damages, costs, losses, expenses, and other liabilities arising as a result of any action or claim that the Materials constitute Inappropriate Content.

9. CHANGE CONTROL PROCEDURE

Reference	Responsibility
9.1	The Customer may by giving written notice to the Supplier, up to the point of Acceptance of the Solution by the Customer, request a change, amendment, or variation to the Solution (Change Control Request) and any Change Control Request shall be considered by the Supplier. The Supplier shall decide (at its sole discretion) whether to implement any Change Control Request (and for the avoidance of doubt, the Supplier shall be under no obligation to implement any Change Control Request and shall do so at the Supplier's sole discretion); provided always any obligation on the Customer to make any payment pursuant to the Contract shall still continue to apply and payment should still be made by the Customer in accordance with the Contract, irrespective of whether the Supplier agrees to implement such Change Control Request.

10. CONFIDENTIALTY

Reference	Responsibility
10.1	A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees,

	agents, or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Contract.
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11. WARRANTY

Reference	Responsibility
11.1	The Supplier shall perform the Services with reasonable care and skill.
11.2	The Supplier warrants that the Solution will perform in all material respects in accordance with the Build Book for a period of four weeks from Acceptance and that the Customer's sole remedy for breach of the warranty contained in this clause 11 shall be correction of any part of the Solution that does not so conform within a reasonable time.
11.3	The warranty set out in clause 11 shall not apply to the extent that any failure of the Solution to perform in all material respects in accordance with the Build Book is caused by any Materials or any other act or omission of the Customer.
11.4	This Agreement sets out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

12. LIMITATION OF LIABILITY

Reference	Responsibility
12.1	Nothing in these Conditions shall limit or exclude the Supplier's liability for:
12.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors; or
12.1.2	fraud or fraudulent misrepresentation; or
12.1.3	any other liability which in law cannot be so limited or excluded.
12.2	Subject to clause 12.1:
12.2.1	the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
12.2.1.1	loss of profits; or
12.2.1.2	loss of business; or
12.2.1.3	loss of business opportunity; or
12.2.1.4	loss of anticipated saving; or
12.2.1.5	depletion of goodwill; or
12.2.1.6	loss of corruption of data or information; or
12.2.1.7	special, indirect, or consequential damages; suffered by the Customer that arises under or in connection with these Conditions or any Contract; and
12.2.2	the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Supplier, its employees, agents, or subcontractors shall not exceed the amount set out in the Order.

12.3	Except as set out in these Conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
12.4	This clause 12 shall survive termination of the Contract.

13. TERM AND TERMINATION

Reference	Responsibility
13.1	This Contract shall commence on the Effective Date and shall (subject to earlier termination pursuant to this clause 13) terminate automatically on Acceptance of the Solution and payment of all outstanding sums.
13.2	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
13.2.1	the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
13.2.2	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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
13.2.3	the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
13.3	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
13.4	Without limiting its other rights or remedies, the Customer or Supplier shall have the right to terminate the Contract by giving three months' written notice.
13.5	Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier and/or to restrict or withhold access to the Solution if the Customer becomes subject to any of the events listed in clause 13.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14. CONSEQUENCES OF TERMINATION

Reference	Responsibility
14.1	On termination of the Contract for any reason:
14.1.1	the Customer shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
14.1.2	all licenses granted by the Supplier under this Agreement shall terminate immediately;
14.1.3	the Supplier shall return all Materials to the Customer;
14.1.4	the Supplier shall not be obliged to provide to the Customer any assets until the Customer pays or agrees to pay the outstanding fees (where applicable) whereupon the Supplier shall make these available to the Customer as soon as reasonably practicable;
14.1.5	all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue in full force and effect; and

14.1.6	where applicable, the Supplier will be entitled to charge the Customer for the Supplier's time engaged in transferring to an alternative service provider at the Supplier's usual daily rates.
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15. FORCE MAJURE

Reference	Responsibility
15.1	For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to 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 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 subcontractors.
15.2	The Supplier shall not be liable to the Customer because of any delay or failure to perform its obligations under this Contract because of a Force Majeure Event.
15.3	If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four weeks, the Customer or Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice.

16. ASSIGNMENT AND SUBCONTRACTING

Reference	Responsibility
16.1	The Supplier may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
16.2	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

17. NOTICES

Reference	Responsibility
17.1	Any notice to terminate the Contract and any document, notice or other communication relating to any prospective, threatened or actual legal proceedings in connection with this Contract (Notice) shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, sent by fax to the other party's main fax number or by e-mail, to a registered business e-mail. For the purposes of this clause 17 "writing" shall include emails and for the avoidance of doubt Notice shall be validly served if sent by e-mail.
17.2	Any Notice shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
17.3	This clause 17 shall not apply to any communications relating to the Contract other than a Notice.

18. WAIVER AND REMEDIES

Reference	Responsibility
18.1	A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
18.2	Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19. SEVERANCE

Reference	Responsibility
19.1	If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
19.2	If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

20. RIGHTS OF THIRD PARTIES

Reference	Responsibility
20.1	A person who is not a party to the Contract shall not have any rights under or in connection with it.

21. VARIATION

Reference	Responsibility
21.1	Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Customer and Supplier.

22. GOVERNING LAW AND JURISDICTION

Reference	Responsibility
22.1	The Contract, these Conditions 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

23. DATA

Reference	Responsibility
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23.1	Each party acknowledges and agrees that it is an independent data controller with regards to the Personal Data and, subject to sub-clause 23.2, it, independently of the other party, determines the purposes for which and the way the Personal Data is, or is to be, processed.
23.2	Each party agrees that the Supplier and the Customer will only process the Personal Data in compliance with Data Protection Laws and will only disclose the Personal Data to a third party in accordance with these terms and conditions.
23.3	Each party warrants that it has obtained, and undertakes that it will obtain, the Personal Data in compliance with Data Protection Laws and has authority to share the Personal Data with the other party.
23.4	Each party shall, to the extent permitted by Data Protection Laws, deal promptly and appropriately with all reasonable and relevant enquiries from the other party relating to the processing of the Personal Data.
23.5	Each party agrees to assist the other party in meeting its obligations to: ○ Keep Personal Data secure. ○ Notify Personal Data breaches to the relevant supervisory authority. ○ Notify Personal Data Breaches to data subjects. ○ Carry out data protection impact assessments (DPIAs) when required; and ○ Consult the relevant supervisory authority where a DPIA indicates there is a high risk that cannot be mitigated. ○ Delete or return to the other party all the Personal Data it has been processing for it; and ○ Delete existing copies of the Personal Data unless applicable law or regulation requires it to be stored. promptly inform each other of any complaints, requests or enquiries received from or on behalf of (a) individual data subject(s); or (b) third parties including government authorities or their agents, to the extent permitted under applicable law relating to the Personal Data. The party receiving such complaint, request or enquiry shall respond to the individual data subject or third party within a reasonable period; and use reasonable endeavours to resist and/or minimise the disclosure sought by such individual data subject or third party under applicable laws, considering the reasonable representations of the other party, to the extent permitted under applicable law.
23.6	Each party agrees to only transfer Personal Data to a recipient located outside the United Kingdom and/or the European Economic Area where:
23.6.1	the transfer is subject to the terms of a contract incorporating valid standard contractual clauses in a form adopted by a competent authority under the Data Protection Laws including the UK Government, the European Commission, or an applicable supervisory authority;
23.6.2	the recipient is in a jurisdiction in relation to which there is a valid finding of adequacy;
23.6.3	the transfer is to an Affiliate of the transferring party and governed by an approved set of binding corporate rules; or
23.6.4	pursuant to a derogation under the Data Protection Laws. In each case, the data exporting party shall make an appropriate risk assessment regarding the transfer of Personal Data and each party shall co-operate with and provide reasonable assistance to the other as necessary to implement any additional safeguards (including technical and organisational security measures) reasonably required to comply with Data Protection Laws.
23.7	Each party shall implement appropriate technical, physical, and organisational security measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, and against all other forms of unlawful processing, including, but not limited to, collection or further processing. As part of these measures, each party shall ensure that only Personnel who have a need to access the information for the performance of their roles and who are under appropriate statutory or contractual obligations of confidentiality may be granted access to the Personal Data.