



Terms of Business

PRIVACY OF CONTENT

The information contained herein is considered privileged, confidential and the property of Xcina Consulting . Its release to third parties would offer substantial benefit to competitors offering similar services. The use or release of this information by the party named within it for purposes other than evaluation of its contents is not authorised.

Terms of Business

Brookcourt Solutions Limited, a company registered in England and Wales whose registered office is 22 Great James Street, London WC1N 3ES, with company no. 05356175 is engaging the services of its consulting arm, Xcina Consulting (XCL) to perform the work described in the accompanying Letter of Engagement ("the LOE"). These terms of business (TOBs) are incorporated into the LOE (together "Agreement").

Any reference to XCL within the Agreement shall be taken to mean and include Brookcourt Solutions Limited (BCS).

1 Services

1.1 Services Provided

XCL will provide the services described in the LOE at the location(s) set out in it ("the Services") to the Client. In performing the Services, XCL will assist the Client with the Client's project, but the Client will be responsible for the overall management and control of the Services provided by XCL and for the results to be achieved from using the Services.

XCL undertakes to the Client that XCL shall use reasonable skill and care in the provision of the Services and the preparation of any Deliverables.

1.2 XCL Responsibilities

The Services are provided solely for the Client's benefit and, where notified in writing to XCL, for the benefit of any subsidiary (as such phrase is defined in the Companies Act 2006) of the Client.

XCL personnel shall observe the Client's reasonable policies regarding working conditions, confidentiality and business hours; to the extent such policies are made known in writing to XCL personnel before commencement of the Services. If, for any reason, any XCL personnel are unable to observe such policies, or complete the service period, or if his (her) performance does not meet the Client's reasonable expectations, XCL will endeavour to provide a suitable replacement at no incremental cost to the Client. Any retraining of replacement XCL personnel shall be at the expense of XCL. If XCL is unable to identify a replacement acceptable to the Client, the service period will be deemed to have automatically ended with respect to that individual.

XCL will provide its own instruments and/or equipment and/or computer equipment necessary for the provision of the Services and XCL will be liable at its own cost, to keep any such instruments and/or equipment and/or computer equipment in a safe and proper operating condition.

1.3 Change Order Process

During the engagement either party may request, in writing in a form substantially similar to XCL's standard form of change request, additions, deletions, or modifications to the scope, nature or timing of the Services described in this LOE (all referred to hereinafter as "Changes"). XCL shall have no obligation to commence work in connection with any Change until the fee and/or schedule impact of the Change is agreed upon in a written Change Order signed by both parties. Upon a request for a Change, XCL shall submit a proposal to the Client on XCL's standard Change Order form (or in a form substantially similar to XCL's standard Change Order form) describing the Changes, including, as applicable, the impact of such Changes on schedule and fees and expenses.

Within five days of receipt of the proposed Change Order, the Client shall either indicate its acceptance of the proposed changes by signing the Change Order, or advise XCL not to perform the changes, in which event XCL shall proceed with the original Services. The foregoing notwithstanding, if XCL, at the request of or with notice to the Client, performs work that is not covered by this LOE or that exceeds the scope of Services described in this LOE, such work shall be deemed Services provided pursuant to this LOE, for which the Client shall compensate XCL at the same rates as those described under Professional Fees & Expenses above or, in the case of a fixed fee engagement, at the rates used in calculating such fixed fee.

1.4 XCL staff

Where XCL's staff are named in the LOE, XCL will use reasonable efforts to ensure that the named individual(s) are available to support the provision of the Services for the estimated period stated in the LOE.

1.5 Right to provide a Substitute

XCL may at any time appoint a substitute with equivalent skill and expertise to perform the Services instead of the Individual (the Substitute). XCL will continue to invoice Client in accordance with clause 4.5 and will be responsible for the remuneration of the Substitute. Any reference in this Agreement to the "Individual" will include any Substitute appointed in accordance with this clause.

1.6 Timetable

Where a timetable is referred to or set out in the LOE, XCL will use reasonable efforts to perform the Services in accordance with such timetable. However, unless both parties specifically agree otherwise in writing, dates contained in any timetable are intended for planning and estimating purposes only and are not binding.

1.7 Changes to Services

Either party may request changes to the Services and any such changes shall only be binding if they are agreed in writing and signed by both parties. The process set out in Clauses 1.3 and 1.4 shall apply unless the parties agree otherwise in writing. The Client will provide XCL with as much notice as possible (and in any event at least seven calendar days) of any postponement of the Services. If the Client does not do so XCL will be entitled to charge the Client XCL's reasonable costs incurred (including its costs related to personnel allocated to the provision of the Services but not used).

1.8 Management

Each party will name a contact that will be responsible for managing all issues relating to the performance of the Services.

2 Deliverables

2.1 Deliverables provided

XCL will prepare the deliverables listed or referred to in the LOE ("the Deliverables"), if any, and deliver these to the Client.

2.2 Acceptance

The Deliverables that are the responsibility of XCL will be accepted by the Client when the acceptance criteria specified in the LOE, if applicable, have been met or where no acceptance criteria are specified, the Deliverables will be accepted upon the date of delivery to the Client.

2.3 Ownership of Deliverables

2.3.1 Client Materials

Subject to Clause 2.3.2 below and payment of all amounts due under this Agreement, the Client will own the copyright in all those Deliverables identified in the LOE as "Client Materials".

2.3.2 Limitations

The copyright and other intellectual property rights in any materials or software (whether written or machine-readable) created by or licensed to XCL prior to this Agreement and any subsequent modifications to the same ("Pre-Existing Works") will remain vested in XCL (or XCL's licensor), but to the extent that these form part of any of the Deliverables, the Client will have a right to use them in accordance with Clause 2.3.3 below.

2.3.3 Rights of Title

As between XCL and the Client, XCL will own the copyright and all other intellectual property rights in all Deliverables which are not identified as Client Materials in the LOE and in all other materials or software used or

created in performing the Services whether by or on behalf of XCL solely or by both parties jointly ("Non-Client Materials"). Subject to the payment of all sums due under this Agreement, the Client will have a non-exclusive, non-transferable royalty-free licence to use these Non-Client Materials (and any Pre-Existing Works to the extent that these form part of the Client Materials) for the Client's own internal use and only for the purposes for which they were delivered. The Client must not provide any Non-Client Materials (or any Pre-Existing Works to the extent that these form part of the Client Materials) or copies of them to any third party and the client now waives all moral rights in the Non-Client Materials.

2.3.4 The Client acknowledges that BCS and/or XCL provide no warranties whatsoever in relation to the Intellectual Property Rights in the Deliverables. BCS and XCL excludes any and all liability to the Client (to the extent permissible by law) that may arise in relation to the Intellectual Property Rights after the date of this Agreement.

2.3.5 Computer Software

Notwithstanding any other provisions of this Agreement the use of any computer software Deliverables which are not Client Materials will be subject to the terms of the Software Licence referred to in the LOE or where no such licence is set out or referred to, the Client may use the software in accordance with the licence granted by Clause 2.3.3 above.

2.3.6 Mutual Assistance

Each party shall at the request and reasonable expense of the other party execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other party the rights granted to the other under this Clause 2.3.

2.3.7 Freedom to Use Ideas

XCL shall not be prevented or restricted by this Agreement from developing and using any proprietary techniques, ideas, concepts, information or know-how relating to methods or processes or those of general application including those in the field of information technology and business processes, subject always to compliance with any applicable obligations of confidentiality owed by XCL to the Client in relation to the Client's confidential information, under Clause 6 or otherwise.

3 Client's Responsibilities

XCL's performance of the Services is dependent on the Client co-operating with XCL and carrying out the Client's responsibilities as set out in this Agreement and any applicable LOE.

3.1 Support Facilities

The Client agrees to provide XCL and XCL's staff with all office and other appropriate accommodation and facilities that XCL may reasonably require to perform the Services and in particular without affecting the generality of the foregoing shall make available to XCL secretarial support, access to telephone and fax communications and computer facilities. The Client will be responsible for ensuring it has appropriate back-up, security and virus-checking procedures in place for any computer facilities it provides.

3.2 Information & Materials

The Client agrees to provide all information and materials reasonably required to enable XCL to provide the Services. The Client agrees and undertakes to XCL that all information disclosed or to be disclosed to XCL is and/or will be true, accurate and not misleading in any material respect. Furthermore, it shall be the Client's responsibility to obtain any and all consents from third parties required to permit and authorise such access. XCL accepts no responsibility or liability for any part of the Services it has been unable to perform due to the Client's inability to obtain all consents and/or access from third parties.

3.3 Client's Staff

The Client will ensure that its staff are available to provide such assistance as XCL may reasonably require and that XCL is given reasonable access to senior management, as well as any members of the Client's staff specified in the LOE to enable XCL to provide the Services. The Client will be responsible for ensuring that its staff have the appropriate skills and experience to provide the necessary assistance.

3.4 Suppliers and other Third Parties

Except to the extent XCL specifically agree otherwise in this Agreement, the Client is solely responsible for any third party hardware, software or communications equipment used in connection with the provision of Services.

3.5 Payment for Services

The Client agrees to pay for the Services as set out in the LOE and Clause 4 below.

3.6 Retention of Evidence

Where work is performed related to the Payment Card Industry Security Standards Council's requirements, XCL will securely retain digital and/or hard

copies of case logs, audit results and work papers, notes, and any technical information that was created and/or obtained during the engagement for a minimum period of three years. In cases where, for reasons of confidentiality or where required by law of other statutory obligation, the Client will not permit removal of all or any part of such aforementioned evidence from their premises, the Client undertakes likewise to securely retain that evidence for a minimum period of three years.

4 Fees, Expenses and Payment

4.1 Fee Calculation

Fees for Services will be charged on the basis set out in the LOE.

4.2 Fee Estimates

Any estimate given by XCL of any charge whether for planning or any other purpose is only an estimate and is not contractually binding.

4.3 Expenses

All charges are stated exclusive of applicable expenses unless the LOE states otherwise. The Client agrees to pay XCL and its subcontractors' travel, subsistence and other reasonable expenses incurred in connection with the Services.

4.4 Taxes

Charges, including expenses, will be stated exclusive of any applicable taxes. The Client will be responsible for paying any taxes arising from this Agreement for which the Client is legally liable in addition to the charges including but not limited to Valued Added Tax at the rate in force at the date the liability arises.

4.5 Payment of Invoices

For time and materials charges, invoices will be issued every two weeks. For fixed price charges invoices will be issued in accordance with the LOE. Unless the LOE states otherwise: (i) all charges will be specified in Pounds Sterling and (ii) invoices will be paid in that currency. All invoices will be due for payment on presentation to the Client. In the event of late payment XCL reserves the right to suspend the provision of the Services and to charge interest on amounts overdue for a period in excess of 30 days in accordance with the Late Payment of commercial Debts (Interest) Act 1998.

5 Term, Suspension and Termination

5.1 Duration of Agreement

This Agreement will apply from the Commencement Date stated in the LOE. Where no Commencement Date is specified, this Agreement will apply from the

date of signature of the LOE by both parties. The Agreement will continue until all the Services and Deliverables have been provided unless it is terminated earlier in accordance with the terms set out herein.

5.2 Termination for Convenience

Unless stated otherwise in the LOE the Agreement may be terminated by either party at any time by giving not less than 30 (thirty) days' written notice (or 5 (five) days where the provision of the Services and Deliverables is due to be completed within 30 (thirty) days after the date the notice is given). Where the Client so terminates it will pay XCL for all Services provided up to the date of termination and for additional costs XCL has incurred and shall reasonably incur as a result of the Client's early termination of the Services, for example all costs relating to sub-contracts, subcontractors or relocation costs. This is without prejudice to any right to recover additional amounts at law. XCL will take reasonable steps to mitigate any such additional costs.

5.3 Suspension of the Agreement

XCL may suspend the provision of Services while circumstances exist which, in their reasonable opinion, materially adversely affect the basis on which this Agreement was entered. If, following suspension of this Agreement, the parties agree to resume the Services, the parties will first agree any changes to the provision of the Services which may be necessary as a result of its suspension, including fees, costs and timetable. If such a period of suspension exceeds 30 days, this Agreement may be terminated by either party with immediate effect by written notice to the other.

5.4 Termination for Breach

This Agreement may be terminated by either party on written notice with immediate effect if the other commits a material breach of any term of this Agreement or the LOE which, where a breach is capable of remedy, is not remedied within 30 days of a written request to remedy the same, or immediately if the breach is not capable of remedy.

5.5 Termination for Insolvency

This Agreement may be terminated by either party by written notice in the event that the other party is unable to pay its debts as they fall due or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on business.

5.6 Return of Property

On the termination of this Agreement each party will return to the other any property of the other and copies of it that it has in its possession or control except

that XCL may retain one copy of any documentation or software prepared by XCL, or any other documentation upon which XCL's Services are based.

6 Confidentiality

Confidentiality is governed under the terms of the "Mutual Non-Disclosure Agreement" ("NDA") between XCL and Client previously entered into or, if no such NDA has been entered into, the provisions of this Clause 6. In the event of a conflict between the terms in this Agreement and the NDA then the NDA will take precedence

Each party agrees (i) that it will keep the confidential information of the other secret and confidential, and (ii) that it will not use or exploit the other's confidential information in any way except for the purpose of (in the case of the confidential information of the Client disclosed to XCL) the provision of the Services or (in the case of the confidential information of XCL disclosed to the Client) enabling the Client to receive the Services or use the Deliverables, in each case solely for the purpose for which they were provided and subject to Clause 7.7.

Notwithstanding Clauses 6.1 and 6.2 above either party will be entitled to disclose confidential information of the other (i) to either party's respective insurers, insurance brokers, accountants and legal advisors, or (ii) to a third party to the extent that it is strictly required, by any court of competent jurisdiction or by a professional or governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party. In the event that either party is required to disclose any confidential information, the disclosing party shall disclose only that portion of the confidential information which is legally required and shall use its best efforts to obtain assurances that confidential treatment will be accorded to such confidential information.

Without prejudice to Clauses 6.1 to 6.3 above, XCL shall be at liberty to cite the performance of the Services to the Client to XCL's clients and prospective clients as an indication of XCL's experience or knowledge or ability in all of its publicity materials, unless the parties both specifically agree otherwise in writing.

Notwithstanding Clauses 6.1 and 6.2 above, the Client shall be entitled to disclose Deliverables to third parties subject to and in accordance with Clause 7.7.

7 Liability

7.1 Limitation of Liability

Each party accepts liability to pay damages in respect of loss or damage suffered by the other party where this arises as a consequence of BCS's and/or XCL's or the Client's breach of any of the contractual obligations in this Agreement or in negligence. This liability to pay damages will not exceed a sum equal to 125% of the fees paid to BCS under this Agreement. Each of the parties do not exclude

liability for (i) death or personal injury caused by its negligence or the negligence of its employees and officers acting in the course of their employment; (ii) any fraud; and (iii) any other liability which by law cannot be excluded. Nothing in this clause 7 will in any way impose greater liability on either party than it would otherwise have at law.

7.2 Remedies & Liability

The remedies available and the liability XCL accepts under this Clause 7 are the only remedies and to the extent permissible by law the absolute limit of XCL's liability arising under or in connection with this Agreement. All other liability is expressly excluded, although without limitation, liability in contract, tort (including negligence), statute or otherwise, even if informed of the possibility of such losses (i) loss of profit, business, revenue, goodwill, business opportunity or anticipated savings; (ii) loss or corruption of data; and (iii) special, indirect, or consequential loss or damage.

7.3 Warranty Disclaimer

To the extent permissible by law all warranties, conditions, representations (except as provided in Clause 7.1) or terms other than those expressly set out in this Agreement are excluded including but not limited to all implied, common law and statutory conditions.

7.4 Bringing an Action

Any legal proceedings arising from this Agreement must be brought within 6 months from the date when the party bringing the proceedings first becomes aware or ought reasonably to have become aware of the facts which give rise to the liability or alleged liability or within any relevant statutory limitation period whichever is the earlier.

7.5 Waiver of Claims

In this Clause the term "Contractor(s)" means XCL's employees and any agent or sub-contractor of XCL and their respective employees, agents or sub-contractors who perform work in connection with the Services. The Client acknowledges and agrees that in relation to the Services and this Agreement the Client's relationship is solely with XCL, and that no Contractor will have any liability to the Client in connection with the Services or this Agreement except for any such liability as cannot be excluded by law. The Client therefore agrees not to bring a claim of any nature against any Contractor relating to the Services or this Agreement except where such a claim cannot be excluded by law. It is agreed that it is the parties' intention that XCL's Contractors can rely on this clause notwithstanding they are not a party to this Agreement.

7.6 Liability on Deliverables

The Services and the Deliverables are provided solely for the Client's benefit and internal use unless provided otherwise in the LOE, excepting the Client's obligations to its regulators and its external auditors. Accordingly, the Client may not provide copies of the Deliverables or make the benefit of the Services available to any third party without XCL's prior written consent. XCL is prepared to give its written consent to the Client providing a copy of the Services and the Deliverables to another third party on the condition that you procure that the third party to whom a copy of the Services and the Deliverables is delivered agrees to the following conditions prior to your providing them with a copy;

- (i) the third party shall acknowledge that XCL, its employees and agents neither warrants nor represents that the information contained in the Services and the Deliverables is sufficient or appropriate for the third party's purposes;
- (ii) the third party agrees that XCL, its directors and staff neither owe nor accept any duty to the third party, whether in contract or in tort (including without limitation, negligence and breach of statutory duty) or howsoever otherwise arising, and shall not be liable in respect of any loss damage or expense of whatsoever nature which is caused by the third party's reliance upon the Services and the Deliverables or any representations made in relation thereto or which is otherwise consequent upon the third party's access to the Services and the Deliverables or receipt of such representations provided that this clause shall not exclude liability (if it would otherwise but for this clause have arisen) for death or personal injury caused by XCL's negligence or any loss or damage caused by XCL's fraud. If the third party wish to rely upon the Services and the Deliverables, they do so entirely at their own risk;
- (iii) the third party shall indemnify and hold harmless XCL against all actions, proceedings and claims brought or threatened against XCL (whether by the third party or any of its subsidiaries), and all loss damage and expense (including legal expenses) relating thereto, in any way arising out of or in connection with the release of the Services and the Deliverables to the third party including, without limitation, all actions, proceedings, and claims brought or threatened by the third party and any loss, damage and expense (including legal expenses) relating thereto concerning matters disclosed as a result of the release of the Services and the Deliverables to the third party and any representations made in relation thereto (but with the exception of actions, proceedings, and claims which are successfully brought by the third party against XCL in relation to death or personal injury caused by XCL's negligence or in relation to fraud perpetrated by XCL, and the loss damage and expense relating thereto);

- (iv) the third party acknowledges that the Services and the Deliverables or any information provided by XCL remains the confidential property of XCL and the Client and shall not allow access to the Services and the Deliverables, or give information obtained from the Services and the Deliverables or from any representations made by XCL in relation thereto, to any other party.

8 Proceeds of Crime Act 2002, Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 & Criminal Finances Act 2017

As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. Should we be required to work with independent contractors and third party suppliers on your behalf, these obligations apply to those contractors/suppliers. We are likely to request from you, and retain, some information and documentation for these purposes and/or to make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity within a reasonable time, there may be circumstances in which we are not able to proceed with the appointment.

The provision of many of the services we provide means that we are a business in the regulated sector under the Proceeds of Crime Act and, as such, the directors and staff have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure to the National Crime Agency in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation. Similar considerations apply to any tax evasion disclosure we are required to make under the Criminal Finances Act.

In fulfilling our obligations under the above regulations we may utilise electronic data sources to complete your required verification of identity, and where relevant to complete politically exposed persons and sanctions checks.

9 General

9.1 Force Majeure

Neither party will be liable to the other for any failure to fulfil obligations caused by circumstances outside its reasonable control, including although without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations imposed after execution of this Agreement, fire, communication line failures, power failures, earthquakes, or other disasters.

9.2 Assignment

Neither party may assign, transfer, charge or otherwise seek to deal in any of its rights or obligations under this Agreement without the prior written consent of the other party. Neither party may transfer its rights nor obligations under this

Agreement except that either party may transfer its rights and obligations to any legal entity established or authorised to take over all or part of their business.

9.3 Waiver

No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict their own rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

9.4 Notices

Notices must be in English in writing and served either personally, sent by prepaid registered post, sent by email or faxed to the address of the other party given in this Agreement or to any other address as the parties may have notified during the period of this Agreement. Any notice sent by post will be deemed delivered 48 hours after sending. Any notice sent by email shall be deemed delivered one hour after sending provided a valid delivery receipt can be supplied by the sender on demand. Any notice sent by fax or served personally will be delivered on the first working day following its dispatch.

9.5 Amendment

Any amendment of this Agreement will not be effective unless agreed in writing and signed by both parties.

9.6 Survival

The provisions of this Agreement that expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both parties.

9.7 Staff

The Client agrees not to make direct approach to XCL personnel involved in providing Services hereunder with the intention of hiring, for a period of one year following the conclusion of the Services, unless XCL provides the Client with prior written consent. The Client understands and agrees that for any employee hired within the aforementioned one-year period, the Client shall pay to XCL a fee that is represents 25% plus bonus of the employee's gross annual salary in order to cover recruiting, training and other costs of securing a replacement employee.

9.8 Working for other clients

XCL will not be prevented or restricted by any provision in this Agreement from providing services for other clients.

9.9 Validity of Agreement Provisions

If any provision of this Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.

9.10 Entire Agreement

This Agreement, including any attachments or referenced documents, forms the entire agreement between the parties relating to the Services. It replaces and supersedes any previous LOEs, correspondence, understandings or other communications whether written or oral. Neither party is liable to the other, in equity or otherwise, for a representation that is not set out in this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The headings and titles in this Agreement are included to make it easier to read but do not form part of the Agreement.

9.11 Data Privacy

The provisions of the Schedule (Data Processing) will apply as between XCL and the Client and will form part of these TOBs. It is the Client's responsibility to ensure that the Annex (Personal Information) to the LOE has been correctly and fully completed in relation to the Services and that all relevant boxes have been ticked. If the Client fails to tick any of the boxes or provide any information required by the Annex then XCL will take it that the Client agrees that XCL may (subject to the Schedule (Data Processing)) process all the types of personal data of all the categories of data subjects listed in such Annex. Without prejudice to the provisions of the Schedule, the Client agrees to allow XCL to store and use Client's contact information, including names, phone numbers, and e-mail addresses, anywhere XCL does business. Such information will be processed and used in connection with XCL's business relationship, and may be provided to contractors working on XCL's behalf for uses consistent with Client's business relationship with XCL, including communicating with the Client (for example, for promotions, and for market research).

9.12 General

Nothing in this Agreement requires XCL to perform services which would cause it to breach any professional or regulatory rule or guideline applicable to XCL or the Client, or precludes XCL, nor any of XCL's employees or agents taking such steps as are necessary in order to comply with the professional or ethical rules or guidelines of any relevant professional body of which any employee or agent may be or become a member.

10 Governing Law

10.1 Applicable Law

This Agreement will be governed by and interpreted in accordance with the laws of Sweden.

10.2 Resolving Disputes

Should any dispute arise between the parties each will attempt to resolve the dispute in good faith by entering into senior level negotiations. Where both parties agree that it may be beneficial the parties will seek to resolve the dispute through mediation. If the dispute is not resolved through negotiation or mediation both parties agree that the Courts of Sweden will have exclusive jurisdiction in connection with the resolution of the dispute.

[TOB version:01.10.2023]

Schedule to the XCL Terms of Business

Data Processing

1. Definitions

1.1. In this Schedule, the following terms have the meanings set out below:

- a) **“Data Protection Laws”** means applicable legislation protecting the personal data of natural persons, including in particular the UK Data Protection Act 2018 and any replacement to it, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;
- b) **“GDPR”** means the General Data Protection Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time; and
- c) The terms **“Data Controller”**, **“Data Processor”**, **“Data Subject”**, **“Personal Data”**, **“Personal Data Breach”** and **“Process/Processing”** have the same meaning as described in the Data Protection Laws.

2. Description of Personal Data Processing

- 2.1. The Client hereby appoints XCL as Data Processor in relation to the Processing of Personal Data and the parties agree to act in accordance with their respective obligations under this Schedule.
- 2.2. The Annex to the LOE sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subject, as required by provisions of any Data Protections Laws.

3. Data Processing Terms

- 3.1. In the course of providing the Services to the Client under the LOE and TOB, XCL shall observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services.
- 3.2. Where XCL processes Personal Data for the Client as a Data Processor, it shall:
 - 3.2.1. process the Personal Data solely on the documented instructions of the Client, for the purposes of providing the Services;
 - 3.2.2. process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, as described in Annex 1;

- 3.2.3. take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;
- 3.2.4. take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;
- 3.2.5. not transfer the Personal Data to any country outside the European Economic Area (EEA) without the prior written consent of the Client;
- 3.2.6. not permit any third party to Process the Personal Data without the prior written consent of the Client, such consent to be subject to XCL meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
- 3.2.7. promptly notify the Client of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;
- 3.2.8. promptly, and in any case within 72 hours upon becoming aware, notify the Client of any Personal Data Breach, such notice to include all information reasonably required by the Client to comply with its obligations under the Data Protection Laws;
- 3.2.9. upon requests and at the Client's cost, provide the Client with reasonable assistance in carrying out data protection impact assessments;
- 3.2.10. permit the Client, on reasonable prior notice and during business hours (and no more frequently than is reasonably necessary to enable the Client to comply with its obligations under Data Protection Laws), to inspect and audit the facilities and systems used by XCL to Process the Personal Data, the technical and organisational measures used by XCL to ensure the security of the Personal Data and any and all records maintained by XCL relating to that Processing;
- 3.2.11. provide any assistance reasonably requested by the Client in relation (i) any communication received under section 3.2.7, as well as any similar communication received by the Client directly; and (ii) and Personal Data Breach, including by taking any appropriate technical and organisational measure reasonably requested by the Client; and
- 3.2.12. cease Processing the Personal Data immediately upon the termination or expiry of the LOE and TOB and at the Client's option either return, or securely store or delete the Personal Data.

4. General

- 4.1. The provisions of this Schedule are supplemental to the provisions of the LOE and TOB. In the event of inconsistencies between the provisions of this Schedule and the provisions of the LOE and TOB, the provisions of this Schedule shall prevail.