

(1) [REDACTED]

(2) ADARE SEC LIMITED (T/A "MAIL METRICS")

AGREEMENT

THIS AGREEMENT is made on [REDACTED] 2026

BETWEEN:

- (1) [REDACTED] a company incorporated in England and Wales (Company No. [REDACTED]) whose registered office is [REDACTED] (the "**Customer**")
- (2) **Adare SEC Limited** (T/A "Mail Metrics") a company incorporated in England and Wales (Company No. 02814431) whose registered office is at 133 Scudamore Road, Braunstone Frith Industrial Estate, Leicester LE3 1UQ ("**Mail Metrics**")

WHEREAS:

- (A) Mail Metrics carries on the business of providing services of the same nature as the Services (as defined below).
- (B) The Customer wishes to appoint Mail Metrics to provide the Services (as defined below) to it and Mail Metrics accepts such appointment on the terms and conditions set out below.

IT IS NOW AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement the following definitions will apply (unless the context otherwise requires):

"Charges"	means the Charges payable for the Services as set out in Schedule 2 (or such other Charges as the parties may agree in writing from time to time);
"Commencement Date"	means [REDACTED] 2026.
"Confidential Information"	means any and all information, data and material of a technical or business nature or relating in any way to the business, products, services, customers and personnel of the either party which the other may receive or obtain in connection with the operation of this Agreement or otherwise and which is expressly identified as confidential or which ought reasonably to be regarded as confidential;
"Company Address"	means the postal address for day-to-day contact between the parties to this Agreement detailed in Schedule 4
"Data"	means all data processed or conveyed by Mail Metrics in carrying out its obligations under this Agreement.
"Data Processing Agreement"	the data processing agreement set out in Schedule 3.
"Force Majeure Event"	has the mean given to it in clause 11.
"Good Industry Practice"	means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of business as Mail Metrics under the same or similar circumstances;

"Intellectual Property"	means patents, trade marks, service marks, trade names, copyright (including rights in computer software and in websites), rights in databases, rights in designs, know-how, and all and any other intellectual property;
"Parties"	means the Customer and Mail Metrics;
"Personal Data"	means data which relates to a living individual who can be identified from such data, and/or from such data and other information which is in the possession of, or is likely to come into the possession of, the Customer and includes any expression of opinion about the individual and any indication of the intentions of the Customer or any other person in respect of the individual;
"Quarter"	means each 3-monthly period of the Term, starting from the Commencement Date;
"Services"	means the services described in the SLA and such other services as the parties may agree in writing from time to time;
"SLA"	means the service level agreement as set out in Schedule 1 (as amended by agreement between the parties from time to time in writing);
"Specifications"	means the specification(s) for each of the Services as set out in Schedule 1.
"Term"	means the period of 5 years commencing on the Commencement Date and if this agreement is extended in accordance with Clause 12.1 the subsequent period until this agreement is terminated pursuant to Clause 12 and Clause 13
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any predecessor regulations including the Transfer of Undertakings (Protection of Employment) Regulations 1981.
"Working Day"	Monday to Friday 0900 – 1700 excluding Bank Holidays

1.2 In this Agreement:

- 1.2.1 words denoting any gender shall include all genders;
- 1.2.2 words denoting the singular shall include the plural;
- 1.2.3 references to persons or undertakings shall include individuals bodies corporate (wherever incorporated), unincorporated associations, partnerships and other unincorporated bodies;
- 1.2.4 references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same;

1.2.5 references to Clauses and Schedules are to clauses of and schedules to this Agreement.

2. APPOINTMENT

2.1 The Customer appoints Mail Metrics on an exclusive basis to provide the Services.

3. MAIL METRICS' OBLIGATIONS

3.1 Mail Metrics shall provide the Services: -

3.1.1 promptly and in a professional and courteous manner;

3.1.2 in accordance with the SLA and Good Industry Practice;

3.1.3 in accordance with all applicable UK and European laws and regulations;

3.1.4 in accordance with any reasonable instructions given by the Customer from time to time in writing.

4. FEE AND PAYMENT

4.1 In consideration of Mail Metrics' performance of its obligations under this Agreement, Mail Metrics shall be entitled to charge the Customer in accordance with this Clause 4 and the Schedules.

4.2 Mail Metrics reserve the right to raise invoices on the Customer weekly or monthly for any Services provided by Mail Metrics in the preceding period. All charges will have VAT applied at the prevailing rate.

4.3 If the Customer requests a product or service to be zero-rated for VAT purposes, then agreement must be gained from Mail Metrics in writing in advance of the order being placed. In the absence of any written advance agreement Mail Metrics reserves the sole right to charge VAT at the standard rate.

4.4 Where it is agreed to zero-rate a product or service pursuant to Clause 4.3, if a subsequent ruling by HMRC determines that the product or service should have been standard rated then the Customer will be invoiced for the VAT and payment will become due within 7 days of the date of any such invoice.

4.5 The Customer shall pay any invoice submitted by Mail Metrics under Clause 4.2 within 30 days of the date of such invoice.

4.6 Notwithstanding Clause 4.5 Mail Metrics invoices relating to postal services will be raised weekly and become payable 7 days from the date of invoice. Alternatively, a client may pay monthly in advance based on mutually agreed projected volumes with a quarterly review and reconciliation process.

4.7 At each anniversary of the Commencement date the Charges (with the exception of postage and materials) shall increase by the percentage increase in the Retail Price Index issued by the Office of National Statistics since the Service Commencement Date (or last anniversary thereafter as applicable).

4.8 Postal charges shall be increased to reflect the percentage increase imposed on Mail Metrics by Royal Mail or other Postal Providers.

- 4.9 Material charges shall be increased to reflect the percentage increase imposed on Mail Metrics by 3rd party suppliers.
- 4.10 Where stock is invoiced in a bill-and-hold arrangement (i.e. invoiced on production and held in stock), risk in the goods, with the exception of safekeeping and delivery, will pass to the Customer on invoicing.
- 4.11 Late payment will accrue interest charges at the rate of 1% per month but will be applicable daily.
- 4.12 The Customer acknowledges and agrees that the Charges are based directly upon the Specifications and that, in the event of any agreed departure from the Specifications (including, in particular, in terms of projected volumes or any of the other parameters), the Charges will need to be varied. In the event that a drop in volume of Services exceeds 20% in any Quarter, then Mail Metrics shall have the right to revise its Charges accordingly.

5. QUALITY OF GOODS

- 5.1 Mail Metrics warrants that it will use its reasonable endeavours and skills to provide a good quality product for the Customer, which conforms in all respects with the Specifications.
- 5.2 Mail Metrics shall, at its option, replace any defective product, or refund the price (or part of the price) for the defective goods so long as:
- 5.2.1 the Customer gives notice in writing within a reasonable time of discovery that some or all of the product is not of acceptable quality; and
- 5.2.2 the Customer (or end user) has made no further use of the product after giving notice in accordance with clause 5.2.1 above.
- 5.3 Except as provided in this clause 5, Mail Metrics shall have no liability to the Customer in respect of the product.

6. VARIATIONS

- 6.1 No variation to this Agreement shall be effective unless made in writing and signed by both parties.
- 6.2 If the Customer proposes a variation to this Agreement, Mail Metrics shall advise it as soon as reasonably practicable of the implications such variation, if implemented, would have on Mail Metrics' obligations to the Customer under this Agreement. Mail Metrics shall be under no obligation to perform any variation unless the effects of such variation have been agreed by the parties.

7. CONFIDENTIALITY

- 7.1 Both parties undertake to keep secret and strictly confidential and shall not disclose Confidential Information to any third party, without the other's prior written consent provided that:
- 7.1.1 the parties shall not be prevented from using any general knowledge, experience or skills which were in their possession prior to the commencement of the Agreement or was independently developed or acquired otherwise than from the performance of the Agreement;
- 7.1.2 the provisions of this Clause shall not apply to any Confidential Information which:

- (a) is in or enters the public domain other than by breach of the Agreement; or
- (b) is obtained from a third party who is lawfully authorised to disclose such information; or
- (c) is authorised for release by the prior written consent of the Customer.

7.2 Nothing in this Clause shall prevent either party from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

8. **DATA PROTECTION & SECURITY**

The provisions contained within Schedule 3 (Data Protection) shall apply to this Agreement (as may be amended or updated from time to time).

9. **INTELLECTUAL PROPERTY**

9.1 No transfer of ownership in any Intellectual Property between the parties is contemplated by this Agreement.

9.2 The Customer warrants to Mail Metrics that the Data it provides to Mail Metrics for processing under this Agreement shall not:

9.2.1 be defamatory, offensive or obscene in nature; and

9.2.2 infringe the Intellectual Property rights of any third party.

9.3 By transfer of the Data to Mail Metrics for processing under this Agreement, the Customer grants to Mail Metrics an irrevocable, non-exclusive, royalty-free licence to use the Intellectual Property contained in such Data for the purposes of providing the Services.

9.4 All Intellectual Property created from building a client specific solution using licensed software will remain the property of Mail Metrics.

9.5 All Intellectual Property rights in Mail Metrics' Confidential Information, shall remain vested in and the property of Mail Metrics or licensed to Customer, as appropriate. Mail Metrics hereby grants to the Customer the non-exclusive right for the duration of this Agreement to use such Intellectual Property rights for the sole purpose of benefitting from the Services under this Agreement. Nothing in this Agreement shall cause any transfer of ownership of the foregoing Intellectual Property rights from Mail Metrics to the Customer.

9.6 Mail Metrics procures that Customer has the right to use any Mail Metrics provided software required in connection with the Services to the extent required to enable Customer to receive the benefit of the Services or services similar to the Services during the Term of this Agreement.

10. **FORCE MAJEURE**

10.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

10.1.1 acts of God, flood, drought, earthquake or other natural disaster;

10.1.2 epidemic or pandemic;

- 10.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 10.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 10.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
 - 10.1.6 collapse of buildings, fire, explosion or accident; and
 - 10.1.7 interruption or failure of utility service.
- 10.2 Provided it has complied with clause 10.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 10.3 The Affected Party shall:
- 10.3.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 10.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 10.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.
11. **LIABILITY AND INDEMNITY**
- 11.1 Mail Metrics' liability to the Customer arising from any breach of this Agreement, from tort (including negligence) or from any breach of statutory duty shall be limited to the aggregate of Charges paid or payable to Mail Metrics during the six-month period prior to the event giving rise to the liability.
- 11.2 Mail Metrics shall have no liability to the Customer for:
- 11.2.1 loss of profits, loss of sales or business revenue, loss of contracts, loss or damage to goodwill, loss of anticipated savings or opportunity; or
 - 11.2.2 any indirect or consequential loss
- howsoever arising.
- 11.3 Nothing in this Agreement shall limit Mail Metrics' liability for:
- 11.3.1 personal injury or death arising from its negligence;
 - 11.3.2 fraud; or

- 11.3.3 any other matter for which Mail Metrics is unable to exclude or limit its liability by operation of law

and Clauses 11.1 and 11.2 shall be read as being subject to this Clause.

- 11.4 The parties acknowledge that they have both had the opportunity to consider all of the circumstances surrounding the arrangement contemplated by this Agreement and expressly agree that the exclusions and limitations of liability set out in this Clause 11 are both fair and reasonable.

- 11.5 The Customer shall indemnify Mail Metrics against any and all claims, losses, expenses and damages arising from:

- 11.5.1 the application or purported application of TUPE to any person;

- 11.5.2 breach of the warranties given by the Customer under Clause 9.2 above; or

- 11.5.3 the signing off of an erroneous proof.

12. **TERM AND TERMINATION**

- 12.1 This Agreement shall come into effect on the Commencement Date and shall, subject to Clause 11, continue in full force and effect for the Term. The Term shall automatically be extended for 12 months at the end of the initial Term and each successive renewal Term unless either party gives written notice to the other party to terminate this agreement, not less than 60 days before the end of the Term.

- 12.2 Mail Metrics may terminate this Agreement forthwith if the Customer has overdue debt for 3 consecutive months or where the Customer is persistently late with payment.

- 12.3 Either party may terminate this Agreement forthwith by notice in writing if:

- 12.3.1 the other party is in breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given by the party not in breach; or

- 12.3.2 the other party becomes subject to a voluntary arrangement under Section 1 of the Insolvency Act 1986, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, passes a resolution for its winding up or has a petition presented to any court for its winding up or for any administration order; or

- 12.3.3 the other party enters into any composition or arrangement (whether formal or informal) with its creditors, has a bankruptcy order made against it, is the subject of an application for an interim order under Section 253 of the Insolvency Act 1986, has an interim receiver of his property appointed under Section 286 of the Insolvency Act 1986; or

- 12.3.4 the other party enters into a voluntary arrangement under Clause 4 of the Insolvent Partnership Order 1994 (the "Order"), has a petition presented to any court for its winding up under Clause 7 or 8 of the Order, has a petition presented to any court for an administration order under Clause 6 of the Order, has presented a petition for winding up under Clause 9 or 10 of the Order or presents a joint bankruptcy order under Clause 11 of the Order.

13. CONSEQUENCES OF TERMINATION

- 13.1 Termination of this Agreement for any reason shall be without prejudice to any right or remedy of either party which may have accrued prior to such termination.
- 13.2 Any stock held for provision of the Services will be chargeable in full and payable on standard terms. The Customer may take delivery of such stock, such delivery being chargeable, or elect to have the stock destroyed. Secure destruction will be chargeable at rates notified to the Customer.
- 13.3 Notwithstanding termination of this Agreement for any reason, the following provisions in this Agreement shall continue in full force and effect: Clause 7 (Confidentiality), Clause 11 (Liability and Indemnity), Clause 13 (Consequences of Termination) and Clause 22 (Mediation).

14. INSURANCE

- 14.1 Mail Metrics warrants that it has in effect and will maintain in effect suitable and sufficient insurance with a reputable insurance company for the minimum cover specified below:
 - 14.1.1 Public Liability/Products Liability covering legal liability in respect of any bodily injury and property damage claims arising from or related to this agreement: equivalent to no less than £5 million any one claim, in the aggregate in respect of products/Services;
 - 14.1.2 Professional indemnity covering the potential financial loss and damage of the Customer as a result of any breach, error or omission by Mail Metrics under this agreement, equivalent to no less than £5 million any one claim and in the annual aggregate; and
 - 14.1.3 Employers' Liability, equivalent to no less than £5 million any one claim.

15. ASSIGNMENT

- 15.1 Mail Metrics may assign any of its rights or obligations under this Agreement without the prior consent of the Customer.
- 15.2 The Customer shall not assign any of its rights or obligations under the Agreement without the prior written consent of Mail Metrics (which shall not be unreasonably withheld or delayed).

16. STATUS OF PARTIES

- 16.1 Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as acting on behalf of the other.

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect hereto whether written or oral and whether express or implied. Nothing in this Clause shall operate to exclude either party's liability to the other for fraudulent misrepresentation.

18. **SEVERABILITY**

In the event that any term, condition, provision or Clause of this Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any Court having jurisdiction, the remaining terms conditions and provisions shall remain in full force and effect.

19. **WAIVER**

The failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon breach of any such provision shall not constitute a waiver of any such breach or any subsequent breach of such provision.

20. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 20.1 A person who is not party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. **NOTICES**

- 21.1 All notices pursuant to this Agreement shall be in writing and served by personal delivery, facsimile, prepaid recorded delivery or registered post to the addressee at its Company Address as detailed in Schedule 4 and shall be deemed to have been received: -

21.1.1 in the case of personal delivery, at the time of delivery;

21.1.2 in the case of email, 7 hours after time of despatch; and

21.1.3 in the case of recorded delivery or registered post, upon delivery.

22. **MEDIATION**

- 22.1 Subject to Mail Metrics' right to terminate the Agreement due to consistent late payment as set out in clause 12.2, if any dispute arises under or in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate a mediation, a party shall give notice in writing (a "Mediation Notice") to the other party requesting mediation of the dispute and shall send a copy thereof of CEDR asking CEDR to nominate a mediator in the event that the parties shall not be able to agree such appointment by negotiation. The mediation shall commence within 28 days of the Mediation Notice being served. Neither party will terminate such mediation until each party has made its opening presentation and the mediator has met each party separately for at least one hour. Thereafter paragraph 14 of the Model Procedure will apply. Neither party will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute.

- 22.2 The parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require.

23. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the Courts of England.

SCHEDULE 1
Part A

Services Specification & Service Level Agreement

Schedule 1
Part B

Postal Services

Mail Metrics is a Postal Service provider and as such we are constantly aware of, and review, the delivery options and pricing within the postal market. Mail Metrics executives sit on a number of Mailing Industry consultative boards and we offer our own Mail Metrics Post solutions and pre and post-production mailing sortation and consolidation services to always maximise postal discounts. In addition to our own post solution we work closely with all DSA providers and Royal Mail directly, to ensure we can always advise and deliver the full range of flexible options for the Customer.

1. The standard terms and conditions applied by Royal Mail on Mail Metrics are applied also to any contract between the Supplier and Customer
2. Mail Metrics' obligations for any mailing end at the point of collection by Royal Mail or any other carrier contracted to deliver mail into Royal Mail inward mailing centres (IMC's)
3. Payment terms on all postage services are 7 days from date of invoice.
4. Invoices for postal services may be raised weekly with a balancing invoice to complete each calendar month.

SCHEDULE 2
Part A
CHARGES

SCHEDULE 2
Part B
NOTES TO CHARGES

Adherence to Agreed Data Supply Standards:

The Customer agrees to supply data in accordance with the standards and specifications mutually agreed during the onboarding process. These standards include, but are not limited to, data accuracy, completeness, format, naming conventions and delivery timelines as outlined in the Agreement or any relevant SLA or Statement of Work (**SoW**).

Failure to meet these agreed data supply standards may result in additional Charges, including for correcting/cleaning the data and/or changes to the previously agreed Charges. The adjustments to the Charges will be determined based on the extent of the non-compliance and the impact on the overall service or project outcomes.



Adare SEC CCM PDF
Guide Final V1.pdf

SCHEDULE 3 DATA PROTECTION SCHEDULE

1 PERSONAL DATA

The Parties agree the following details in relation to the processing of Personal Data pursuant to this Agreement:

The Personal Data will be processed for the provision of Services as set out in the Agreement. The specific processing activities will be:

[LIST THE PROCESSING ACTIVITIES THAT WILL BE CARRIED OUT]

The Personal Data will be processed for [INSERT DURATION OF PROCESSING OR UNTIL THE AGREEMENT IS TERMINATED FOR ANY REASON].

The Personal Data processed concern the following categories of data subjects:

[INSERT DATA SUBJECTS]

The Personal Data processed concern the following categories of data:

[INSERT DATA CATEGORIES]

[INSERT SENSITIVE DATA CATEGORIES]

The following sub-processors will have access to the Personal Data:

Sub-Processor Name	Purpose	Location	Address
Six Degrees Technology Group Limited	Data Centre Hosting	UK	Commodity Quay, St Katharine Docks, London, E1W 1AZ
Espire Infolabs Limited	Resource augmentation across various departments in the technology function	UK and India	6 th Floor, 105 Victoria Street, London SW1E 6QT
Opus Trust Marketing Limited (T/A "Mail Metrics")	For BC/DR and operational resiliency	UK	133 Scudamore Road, Braunstone Frith Industrial Estate, Leicester LE3 1UQ
Critiqom Limited (T/A "Mail Metrics")	For BC/DR and operational resiliency	UK	Document House, Phoenix Crescent, Strathclyde Business Park, Bellshill ML4 3NJ

2 DATA PROCESSING AGREEMENT

2.1 In this paragraph:

"Agreement" means the main agreement for Services between the Parties together with this Schedule;

"Data Protection Laws" means all applicable data protection and privacy legislation, regulations and guidance including the United Kingdom General Data Protection

Regulation, as it forms part of the law of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK General Data Protection Regulation**" or the "**UK GDPR**") and the Data Protection Act 2018, and all legislation enacted in the UK in respect of the protection of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by a Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time); and references to "**Data Controller/Controller**", "**Data Subject**", "**Personal Data**", "**Process**", "**Processed**", "**Processing**", and "**Data Processor/Processor**" have the meanings set out in, and will be interpreted in accordance with the Data Protection Laws;;

- 2.2 Words and phrases with defined meanings in the UK GDPR have the same meanings when used in this Data Processing Agreement, unless otherwise defined in this Data Processing Agreement.

3 ROLES

In respect of any Personal Data provided to Mail Metrics by the Customer in connection with the provision of the Services, the Parties acknowledge that the Customer is the controller and Mail Metrics is the processor, and paragraph 5 (Data Processing) will apply accordingly.

4 GENERAL OBLIGATIONS

- 4.1 Each Party shall comply with the Data Protection Laws applicable to it in connection with the agreement between the Parties for the provision of the Services, and shall not cause the other Party to breach any of its obligations under Data Protection Laws.
- 4.2 Each Party will, on request by the other Party, provide any information necessary for the other Party to comply with article 30 of UK GDPR, to the extent not already known to such Party.
- 4.3 Each Party will promptly on demand provide to the other Party all information which such Party may reasonably require to make the assessments as to the appropriateness of the technical and organisational security measures required by article 32 of UK GDPR.
- 4.4 Each Party will provide to the other Party all reasonable cooperation and assistance in responding to any enquiry in relation to such Personal Data which either Party may receive from the Information Commissioner's Office or any other supervisory authority (as defined in the UK GDPR) of competent jurisdiction.
- 4.5 Where a data subject exercises his or her rights in respect of his or her Personal Data, and the Customer instructs Mail Metrics to cease or modify its processing of that Personal Data as a result, the Customer acknowledges and agrees that such modification or cessation may result in Mail Metrics not being able to provide, or being required to suspend provision of, its Services in respect of that data subject.
- 4.6 The Customer:
- 4.6.1 hereby instructs Mail Metrics to process such Personal Data as reasonably necessary to perform the Services;
- 4.6.2 will ensure that it has a valid legal basis for the processing of such Personal Data so that Mail Metrics may lawfully process the Personal Data on the Customer's behalf; and
- 4.6.3 will ensure that the information referred to in paragraphs 4.2 and 4.3 is correct, complete and not misleading, and will update it from time to time as necessary

and will indemnify Mail Metrics against any loss, damage, cost or expense which Mail Metrics may incur as a result of such information not being provided or being incorrect, incomplete or misleading.

5 DATA PROCESSING

- 5.1 Where Mail Metrics or a sub-contractor of Mail Metrics processes Personal Data (as “**processor**”) on behalf of the Customer or its affiliate (as “**controller**”), the processor shall, or shall ensure that its sub-contractor shall (as the case may be):
- 5.1.1 in relation to such Personal Data, act only on the documented instructions of the Customer as set out in this Data Processing Agreement or as documented in writing;
 - 5.1.2 process such Personal Data only to the extent, and in such manner, as is necessary for the purposes of this providing the Services;
 - 5.1.3 operate appropriate security procedures, processes and systems to ensure that it complies with the requirements of article 32 GDPR, taking into account the information that the Customer has made available to it (including as to the nature of the Personal Data);
 - 5.1.4 ensure that its staff with access to the Personal Data are under obligations of confidentiality in relation to such Personal Data;
 - 5.1.5 other than as set out in this Data Processing Agreement, not engage any sub-contractor to process the Personal Data, or transfer any Personal Data to a sub-contractor, without first informing the Customer of the proposed use of, or change to, such sub-contractor. Where Mail Metrics does so it shall:
 - 5.1.5.1 give the Customer a reasonable opportunity to object to such use or change;
 - 5.1.5.2 ensure any such sub-contractor is engaged on a written agreement giving commitments in relation to the processing of such Personal Data no less onerous than set out in this Data Processing Agreement; and
 - 5.1.5.3 remain liable to the Customer for the acts of any such sub-contractor in relation to such Personal Data as if they were the acts of Mail Metrics itself;
 - 5.1.6 taking into account the nature of the processing and the information that the Customer has made available to Mail Metrics, assist the Customer, at the Customer’s cost, in ensuring compliance with its obligations pursuant to articles 32 to 36 UK GDPR inclusive;
 - 5.1.7 not transfer such Personal Data outside the EEA without the consent of the Customer;
 - 5.1.8 at the Customer’s cost, provide reasonable assistance to the Customer to assist the Customer to meet a request or complaint made by a data subject in respect of such Personal Data in order to meet the requirements of Chapter III of the UK GDPR in respect of data subject rights;
 - 5.1.9 at the Customer’s cost, provide reasonable assistance to the Customer to demonstrate compliance with this Data Processing Agreement and allow for

and contribute to audits conducted by the Customer, provided that such audits shall occur no more than once per calendar year; and

5.1.10 delete or return Personal Data (and any copies of Personal Data) unless retention is required by applicable law to the Customer:

5.1.10.1 on termination of the arrangement between the Parties for the provision of the Services;

5.1.10.2 without delay where Mail Metrics is no longer required to process the Personal Data; and

5.1.10.3 upon the Customer's written request (which shall excuse Mail Metrics from its obligations to the extent that such request means it is unable to meet them).

SCHEDULE 4
CONTACT DETAILS

Customer Details

Company Name	[REDACTED]
Trading Address	[REDACTED]
Company Reg No.	[REDACTED]
Company VAT No	[REDACTED]
Contact 1	[REDACTED]
Finance Contact	[REDACTED]

Supplier Details

Company Name	Adare SEC Limited
Trading Address	Park Mill, Wakefield Road, Clayton West, Huddersfield HD8 9QQ
Company Reg No.	02814431
Company VAT No	616685614
Contact 1	
Finance Contact	

This Agreement has been entered into on the date stated at the beginning of it.

Signed by.....

[Director]

Date

for and on behalf of

[]

Signed by.....

Christian Dickson

Date.....

for and on behalf of

ADARE SEC LIMITED (T/A Mail Metrics)