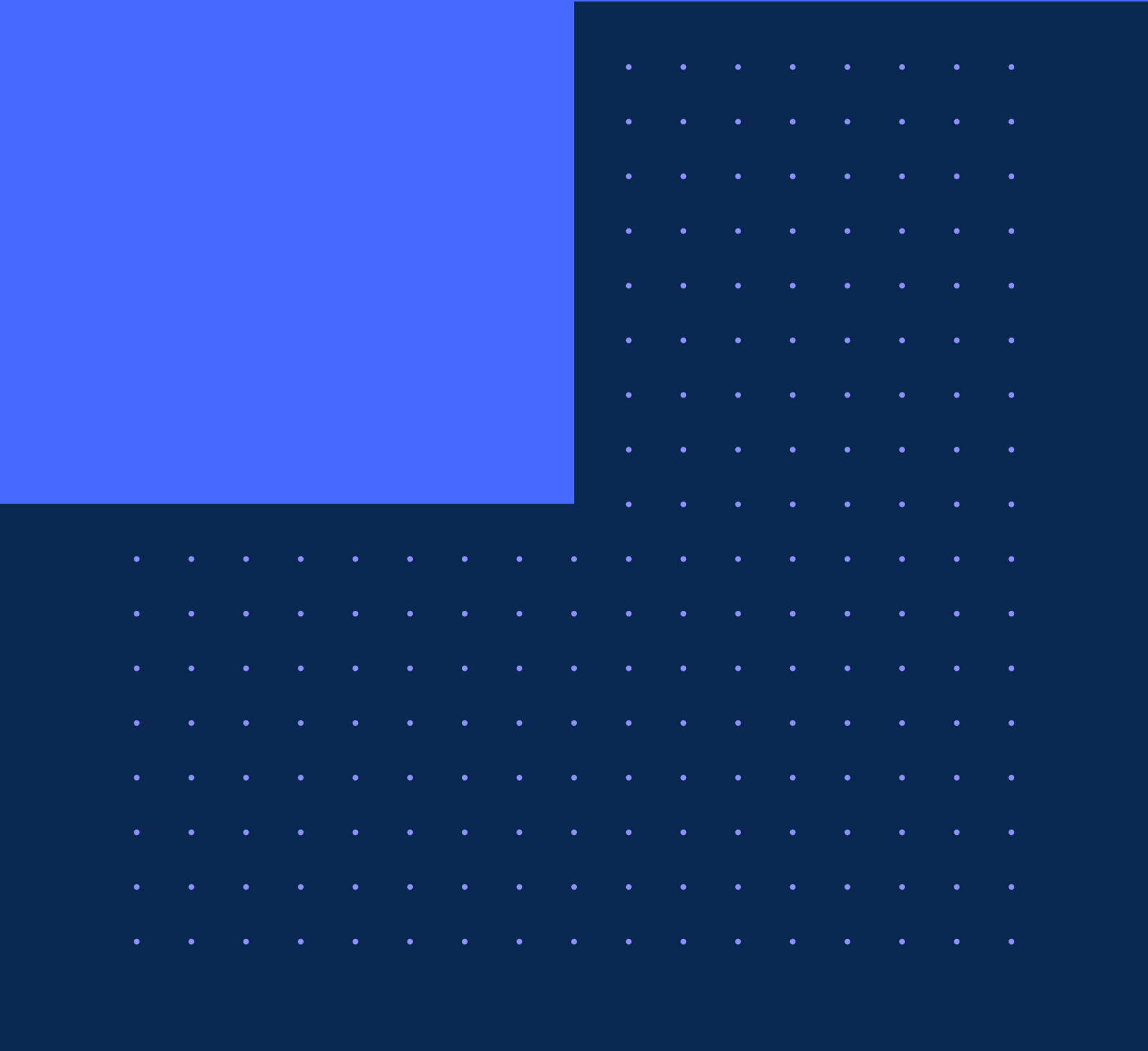


TERMS AND CONDITIONS



DEFINITIONS

Effective Date : shall mean the Start Date in the Call Off contract

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing (and process and processed shall be interpreted accordingly), **special categories of personal data, supervisory authority and appropriate technical and organisational measures**: shall be as defined in the UK Data Protection Legislation.

UK Data Protection Legislation: the UK Data Protection Legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. This includes all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Hosted Review Software : shall mean the e-discovery software for managing large volumes of electronic evidence during litigation or investigations

Customer Data: means all data which is provided by Buyer to the Supplier (directly or indirectly), and accessed, stored or otherwise processed by the Supplier as part of its provision of the Services to Buyer.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

The Parties hereby agree as follows:

1. THE APPOINTMENT

- 1.1. The Buyer by this agreement (the "Agreement") engages the Supplier to perform the services (the "Services") as set out in the Call-Off Contract (the "Contract").
- 1.2. This Agreement also grants to the Buyer: an end-user, non-exclusive, non-transferable, non-sublicensable, license (the "License") for use of the Hosted Review Software by the Supplier commencing on the Date of this Agreement until termination as provided in this Agreement, on and subject to all terms of this Agreement.
- 1.3. This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales in the event any Disputes (as defined at Clause 20.1 below) is unable to be resolved in accordance with clause 16 below.

2. THE PRICE AND PAYMENT

- 2.1. The Buyer has agreed to pay the Supplier the Supplier's Fees at the times set out in the Contract
- 2.2. In respect of the Supplier's Fees, the Supplier will issue a tax invoice for the Services setting out the Services performed, the date they were performed and by whom. The tax invoice will also separately identify all expenses and any VAT payable.
- 2.3. The tax invoice will be issued by the Supplier at the times set out in the Contract prior to the due date for payment of the Supplier's Fees or any instalment thereof as so invoiced or the instalment (which is due) as set out in the tax invoice.
- 2.4. The method of payment of the Supplier's Fees is as set out in the Contract.

- 2.5. Hosting fees are calculated on peak usage per calendar month (or part thereof). Hosting volume is measured in gigabytes (GB), this includes native files and images accessible by the application, indexes, the used portion of the SQL database (i.e. MDF).

3. Parent Company

- 3.1. The Supplier's Parent Company, Sky Discovery Pty Ltd ("Parent Company"), has locations in Australia and India.
- 3.2. All Buyer Data is hosted on UK based servers in AWS London.
- 3.3. All Services are completed on UK based servers via remote or direct access. No Data shall be transferred from UK based servers outside of the UK. The Supplier shall comply with all applicable requirements of UK Data Protection Legislation.
- 3.4. Data hosted on UK servers may be accessed by the Parent Company for the purposes of performing the services under this Agreement as the Parent Company has implemented the appropriate measures to protect the Customer Data consistent with, and executed using, the European Commission Standard Contractual Clauses.
- 3.5. The Supplier shall procure that the Parent Company who performs, or is to perform, any Services shall comply with the Terms of this Agreement including Confidentiality, Security, Intellectual Property and all like practices involving Customer Data (including Relevant Personal Data) as if they were the Supplier.

4. TIME AND ACCEPTANCE

- 4.1. The Supplier will provide an estimated completion time for all lodged tasks. While the Supplier shall endeavour to meet all reasonably proposed timelines, the Supplier will not guarantee completion of individual Service requests pursuant to Buyer proposed deadlines. If the Supplier foresees a possible issue with a proposed deadline the Supplier will contact the Buyer to discuss the best option for proceeding.
- 4.2. If an event occurs that is beyond the reasonable control of the Supplier which prevents the Supplier from performing the Services pursuant to an agreed upon timeline, the Supplier will immediately notify the Buyer in writing with the details of the event and give an estimate of the time for completion of the Services and in those circumstances unless the Buyer may suffer material damage by such delay the Supplier will be entitled to a reasonable extension to complete the Services. These events include:
 - (a) scheduled downtimes for maintenance and updates;
 - (b) acts or omissions by the Buyer or end-user;
 - (c) behaviour of Buyer or end-user equipment, facilities or applications;
 - (d) faults in Buyer or end-user equipment or software;
 - (e) damages due to external causes, e.g. vandalism, theft, terrorism, etc.;
 - (f) downtimes due to technical or other problems not caused by the Supplier (caused by third parties etc.) including a failure of service by an internet service provider or other utility service;
 - (g) Acts of God and any other situations beyond the control of the Supplier
- 4.3. Processing unstructured data that leads to technical challenges. Unstructured data is information that either does not have a pre-defined data model or is not organized in a pre-defined manner. When processing unstructured data, unexpected outcomes can occur which may slow down the process or prevent the extraction process from completing. Provided the Supplier has complied with its obligations in Clause 4.2, it shall have no liability to the Buyer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by an event that is beyond the reasonable control including those specified in Clause 4.2.

- 4.4. Where any circumstances cause delay as per Clause 4.2 if the Buyer is of the opinion that the delay may cause the Buyer loss or damage then the Buyer may by written notice to the Supplier terminate the Agreement in which event the Buyer has no obligation or liability to pay for any uncompleted Services but must pay for all Services completed up to the date of termination. Upon written request from Buyer at the time of Termination all Buyer data may be:
- (a) deleted, or
 - (b) Archived at standard applicable Archival rates (see also Clause 14).

5. VARIATION TO THE SERVICES

- 5.1. The Buyer may require a variation (the "Variation") to the Services. Any request must be in writing setting out full details of such Variation. The Supplier will provide a quotation for performing the Services as varied noting which additional sum will be added to the Price if accepted by the Buyer. If the Buyer does not accept the quotation, the Supplier is not obliged to carry out the Variation. If the Buyer accepts the quotation for the Variation, the Supplier will verify the acceptance in writing.
- 5.2. The Buyer must pay for the Variation in the manner and at the time set out in the Contract.

6. WORKPLACE HEALTH AND SAFETY

- 6.1. The Buyer must ensure that if the Services are to be performed on the Buyer's property that at all times the property is safe and that all facilities provided by the Buyer to the Supplier for the purposes of enabling the Services to be performed are also safe.
- 6.2. The Supplier will ensure that at all times in performing the Services it uses safe and proper procedures and practices and that all its employees, sub-contractors or agents are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Supplier and the Supplier will ensure that these are used at all relevant times.

7. BREACH BY SUPPLIER

- 7.1. If the Supplier breaches any of its contractual obligations under the Agreement and fails to remedy that breach promptly and in any event within 14 days, then the Buyer may by written notice to the Supplier terminate the Contract.
- 7.2. Upon termination of the Contract the Buyer must pay the Supplier all undisputed fees for the Services undertaken to that date (the date of termination).
- 7.3. Where the Supplier fails to perform the Services properly to the standard required in the Contract then the Buyer is entitled to claim all reasonably incurred damages, loss and compensation which directly are a consequence of the Supplier's failure to perform the Services properly up to a maximum of the total amount of the Supplier's fees.

8. BREACH BY THE BUYER

- 8.1. If the Buyer fails to pay the whole or any part of the Supplier's Fees without reasonable and lawful excuse, the Supplier may at the Supplier's absolute discretion:
- (a) suspend the performance of the Services until the Supplier's Fees then outstanding are paid and/or;

- (b) serve a written notice on the Buyer requiring the outstanding amount of the Supplier's Fees to be paid within 7 days and if not so paid by written notice terminate the Agreement and/or;
- (c) sue the Buyer for the outstanding Supplier's Fees as a debt immediately due and owing.

9. CONFIDENTIALITY, SECURITY AND MULTI-PARTY MANAGEMENT

- 9.1. The Buyer undertakes to keep all information which the Buyer acquires from the Supplier or about the Supplier strictly private and confidential and must not disclose that information to any person without the Supplier's prior written consent. Nothing in this clause prevents the Buyer from fully using and enjoying the Services.
- 9.2. The Supplier and Sub-contractors (see Clause 13.1(d)) undertakes to keep all information which the Supplier acquires from the Buyer or about the Buyer's business, or Buyers thereof as well as the Relevant Personal Data strictly private and confidential and will not disclose that information to any person without the Buyer's prior written consent. The Supplier will not use any such confidential information so acquired except for the proper purpose of performing and providing the Services.
- 9.3. The Supplier undertakes all security measures encompassed within its use of Amazon Web Services "AWS". All data copied to AWS remains the property of the Buyer at all times and is not owned by the Supplier or AWS at any point. All data shall be held within UK based servers with multi server redundancy. All access traffic shall be logged and all data shall be encrypted behind firewalled security.
- 9.4. Where used, the Supplier's AI toolkit leverages Bedrock (Bedrock) as provided by AWS in its Generative AI embedded applications. Bedrock provides users with a single point of access to various Large Language Models (LLMs) such as Meta's LLAMA and Anthropic's Claude to generate natural language responses to various queries within Relativity.
- 9.5. Customer Data used as input for Bedrock and any related output will be deleted per Clause 14.2 below. Customer Data is not used to improve or train base models and is not shared with model providers.
- 9.6. Both AWS and Bedrock are subject to and comply with:
 - (a) laws and regulations that govern the security and privacy of data in the UK, such as the Data Protection Act 2018 and UK GDPR; and
 - (b) international standards and frameworks for data security and privacy, including ISO 27001, GDPR and SOC 2.
- 9.7. The Supplier does not guarantee the accuracy or reliability of the results produced by the Supplier's AI toolkit. The Supplier is not liable for any direct, indirect, incidental, or consequential damages that may arise from the use of Bedrock or the Supplier's AI toolkit. All final content must be reviewed and approved by the Buyer.
- 9.8. Upon the signing of this Agreement, the Supplier shall complete the Multi-Party Engagement Check for all projects with cost proposals in excess of £10,000. For every new project that meets the required standard the Supplier shall check their register of active projects, if the Supplier is engaged by another party within the matter, the Supplier shall notify all customers with the Multi-Party Management Policy implemented for the ongoing project. The requirements under Clause 9.4 will not apply to projects proposed to be under the revenue threshold; however, upon a request in writing by the Buyer, the Supplier will perform the Multi-Party Engagement Check. Upon completion of the check, if the Supplier is engaged by multiple parties the Supplier will notify the parties with the Multi-Party Management Policy moving forward.
- 9.9. All employees of the Supplier undergo regular data security training provided by the Supplier or by another suitably qualified entity which includes training on data security and confidentiality relating to the business of the Buyer, the Relevant Personal Data and the scope of the Supplier's authority as agent. There are written records of these training sessions.

- 9.10. The Supplier is to be bound and comply with all the Buyer's policies relating to Data Protection, Confidentiality, as amended from time to time and provided upon request.
- 9.11. In compliance with the Supplier's ISO27001 data security obligations, and recommended Government security standards, if a Buyer's Relativity user account falls inactive for 30 days, a security lock will automatically be placed on the user's account. The lock can be removed at any time by request from the Buyer at no cost. A security locked user is charged at the standard monthly user rate as per Item One of the Schedule.
- 9.12. The Supplier requires the use of two-factor authentication by all Buyer users when logging into the Relativity review platform. The Supplier will help the Buyer implement the two-factor authentication technical requirements.

10. INTELLECTUAL PROPERTY

- 10.1. If the Services involve the creation of any intellectual property including any copyrightable materials or works then unless otherwise expressly agreed in writing or otherwise set out in the Schedule, the Parties acknowledge:
 - (a) All information and intellectual property rights developed by the Contactor in performing the services under the Agreement which contain or are comprised in, or in any way use the Buyer's confidential information, will belong to the Buyer. The Supplier assigns and agrees to assign all such intellectual property rights (including without limitation all future copyright) to the Buyer. The Supplier agrees to execute such further documents and do all such further acts and things as the Buyer may reasonably request in order to vest those rights in the Buyer.
 - (b) If, in performing the services under the Agreement, the Contactor develops intellectual property rights which do not contain and are not comprised in or in any way use the Buyer's confidential information, but which relate to the services provided by the Supplier (such as, but not limited to, systems, processes or software), such intellectual property rights will belong to the Supplier.
- 10.2. Notwithstanding clause 10.1, provided the Buyer has paid the Supplier's Fees in full, the Buyer will have a perpetual non-exclusive licence to use the Supplier's intellectual property but only to the extent that such use is reasonably necessary to enable the Buyer to enjoy the Services.
- 10.3. Subject to 10.2, where the Supplier uses the Supplier's intellectual property to carry out or produce or deliver the Services, nothing herein gives the Buyer any interest, right or title in the Supplier's intellectual property.
- 10.4. Where the Buyer provides access to the Supplier to the Buyer's intellectual property, nothing in the Agreement gives the Supplier any interest in the Buyer's intellectual property and the Supplier will only use the Buyer's intellectual property for the proper performance of the Services.

11. SYSTEM AVAILABILITY SERVICE LEVELS

- 11.1. The Supplier warrants an average monthly availability of 97%, to be measured by availability 24 hours a day, seven (7) days a week. For the calculation of the availability, downtimes will be accounted for in full minutes.
- 11.2. If in the middle of the month the service level as defined above is not met and Sky Discovery is at fault for said shortfall, the Buyer may deduct 0.5% of their monthly Fees on the following basis:
 - (a) Monthly Fees include used Authorised Buyer User licenses leading up to and including the time of the outage;
 - (b) Buyer must report a fault within 24 hours of the service outage;
 - (c) The Supplier service assurance does not cover service difficulties caused by;

- (i) scheduled downtimes for maintenance and updates;
 - (ii) acts or omissions by the Buyer or end-user;
 - (iii) behaviour of Buyer or end-user equipment, facilities or applications;
 - (iv) faults in Buyer or end-user equipment or software;
 - (v) damages due to external causes, e.g. vandalism, theft, terrorism, etc.;
 - (vi) downtimes due to technical or other problems not caused by the Supplier (caused by third parties etc.) including a failure of service by an internet service provider or other utility service; or
 - (vii) Acts of God and any other situations beyond the control of the Supplier.
- 11.3. Disputes about downtime and system availability shall be addressed by the Project Manager, and shall be escalated to the Supplier's Board of Directors as needed.

12. LIMITATION AND EXCLUSION OF WARRANTY AND LIABILITY

- 12.1. The Supplier warrants to the Buyer that all the Services it performs will be fit for their intended purpose, will be capable of being used by the Buyer for their intended purpose and will perform in accordance within their applicable specifications (if any).
- 12.2. All Statutory Warranties that can be lawfully excluded are hereby expressly excluded.
- 12.3. The onus is on the Buyer to review all material (including material prepared for disclosure purposes) provided or prepared by the Supplier before the material is passed to any third party. The Buyer is solely responsible for the content once it has been given to the Buyer, and the Supplier shall not be held liable for any loss incurred by the Buyer or any other party resulting from any confidential, privileged, inaccurate or any other type of information given to a third party after the Buyer has been given the material.
- 12.4. The Supplier shall not be held liable for any loss incurred as a result of a breach of any of the Buyer's security services once any material has been received by the Buyer.
- 12.5. Whenever possible the Supplier suggests data to be transmitted via secure FTP or similar method. As per Clause 12.4. The Supplier shall not be held liable for security breach of the Buyer's network.
- 12.6. Buyer data should not be sent via email in any circumstance. Where data is transmitted by the Buyer via email, the Supplier will not be held liable for any loss incurred.
- 12.7. Save for circumstances expressly governed by Clause 15.9; where the Services are not compliant with Clause 12.1 then the liability of the Supplier is limited to, at the discretion of the Supplier:
- (a) the supplying of the Services again; or
 - (b) the payment of the reasonably incurred costs of having the Services supplied again.
- 12.8. Save as expressly stated in Clause 12.9:
- (a) the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Buyer (or any person claiming under or through the Buyer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if the Supplier was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity; and
 - (v) loss of goodwill;

- (b) the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this the loss, destruction or damage to tangible property (unless arising from the Supplier's designs, plans, specifications, formulae, directions or advice), land, buildings or vehicles shall in no circumstances exceed the amount of the Supplier's Fees;
 - (c) subject to Clause 12.8(b), the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement, shall in no circumstances exceed £5,000,000 which is the amount of insurance cover the Supplier has obtained in respect of its own legal liability for individual claims.
 - (d) The limitations in Clauses 12.8(b) and 12.8(c) reflect the insurance cover the Supplier has been able to arrange (and exclusions from it) at a commercially viable price and the Buyer is responsible for making its own arrangements for the insurance of any excess loss.
- 12.9. The exclusions in this Clause 12 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:
- (a) death or personal injury caused by the negligence of the Supplier, its officers, employees, sub-contractors or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other liability which may not be excluded by law.
- 12.10. As per Clause 9.8, all Buyer users are required to use the two-factor authentication system. The Supplier will not be liable for any damages that may arise from a breach of a Buyer user account if the Buyer has not secured their account by using the two-factor authentication process provided by the Supplier.

13. SUB CONTRACTING

- 13.1. The Supplier may use sub-contractors to provide any of the Services (including, but not limited to; data hosting and the processing of Relevant Personal Data). In such circumstances, it will be the responsibility of the Supplier to ensure that:
- (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences, and are otherwise able to perform the Services in a proper and workman-like manner;
 - (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Supplier be a breach any of the terms of this Agreement;
 - (c) the sub-contractors so engaged have current or necessary insurances.
 - (d) the sub-contractors are bound to the same confidentiality provisions set out in Clause 9.2 and the data protection requirements set out in Clause 15.
- 13.2. The Supplier is solely responsible for all fees payable to sub-contractors.
- 13.3. The limitations and exclusions of warranty and liability of the Supplier in this Agreement (Clause 12) apply as if references to the Supplier included references to sub-contractors of the Supplier, so that:
- (a) In case of an exclusion, the exclusion also applies to any liability to the Buyer of any sub-contractor of the Supplier; and
 - (b) In the case of a limitation, the aggregate liability of the Supplier and its sub-contractors to the Buyer is limited to the relevant amount.

13.4. As the sub-contractors of the Supplier are not parties to the Agreement, the benefit of the provisions of the clause is held by the Supplier both in its own right and as trustee for each sub-contractor of the Supplier.

13.5. In providing the Services, the Supplier shall and shall procure that its employees, and sub-contractors shall use all reasonable skill, care and expertise expected of a professional provider of specialised premium project management and consulting expertise, electronic discovery processing and Hosted Review Software, in a regulated environment and act in a competent, professional, timely and efficient manner and are subject to the terms & conditions entered into between the Supplier and sub-contractor.

14. TERMINATION

- 14.1. Notwithstanding any other avenues for termination in this Agreement, the Buyer may unilaterally terminate the Agreement at any time before the conclusion of the Contract provided the Buyer has given written notice to the Supplier.
- 14.2. Upon the conclusion of this Contract the Buyer acknowledges that the Supplier will permanently delete all Buyer documents and project related data from the Suppliers servers at the Buyer's request or after 60 days, whichever is the earliest.
- 14.3. Note that upon Termination, any Archival requests will be charged accordingly and added as part of the Supplier's Fees; as cited in Item One, and an archive will not be provided until all outstanding invoices are paid in full.

15. FURTHER PARTICULARS CONCERNING CUSTOMER DATA

- 15.1. Both parties will comply with all applicable requirements of UK Data Protection Legislation. This Clause 15.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under UK Data Protection Legislation. In this Clause 15, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the UK Data Protection Legislation and any other law that applies in the UK.
- 15.2. Each Party confirms that they hold, and for the duration of the Term of the Agreement will maintain, all registrations and notifications required in terms of UK Data Protection Legislation which are appropriate to their performance of their obligations under this Agreement.
- 15.3. The Supplier will only process Personal Data collected from Buyer or transferred from Buyer to Supplier in the provision of the Services ("**Relevant Personal Data**") in accordance with Buyer's documented written instructions unless the Supplier is required by Applicable Laws to otherwise process the Relevant Personal Data. The Schedule sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data, the categories of Data Subject and the documented written instructions of the Buyer.
- 15.4. Each Party acknowledges that for the purposes of UK Data Protection Legislation, in relation to Relevant Personal Data, the Buyer is the Controller and the Supplier is the Processor. Without prejudice to the generality of the previous sentence, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Relevant Personal Data to the Supplier and/or lawful collection of the Relevant Personal Data by the Supplier on behalf of the Buyer for the duration and purposes of this Agreement.
- 15.5. Subject to this Clause 15, Relevant Personal Data and any Intellectual Property therein, shall (as between the parties) be deemed to belong to the Buyer and shall be processed by the Supplier at the Buyer's discretion.
- 15.6. The Supplier warrants, acting as Processor in respect of Relevant Personal Data:
 - (a) that it will store all Relevant Personal Data in a secure area of their electronic database and ensure that no employee, agent or other third party has access to such Relevant Personal Data other than the Supplier, its employees or sub-contractors;

- (b) that it will, destroy all copies of Relevant Personal Data on instruction from the Buyer and at the latest within 90 days of the conclusion of the Project;
 - (c) that it has and will have appropriate technical and organisation measures in place to protect any Relevant Personal Data, against unauthorised or unlawful processing and disclosure of Relevant Personal Data; and against accidental loss or destruction of, or damage to, the Relevant Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; and
 - (d) it shall entrust the processing of Relevant Personal Data only to such employees and sub-contractors who have been trained on data protection security and confidentiality requirements and have undertaken to comply with data confidentiality requirements during and after their activities for the Buyer;
 - (e) it shall ensure a record is maintained of which employees and sub-contractors have access to Relevant Personal Data;
 - (f) it shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 15;
 - (g) that it will, at the Buyer's cost, take all reasonable steps, where a Data Subject exercises their rights under UK Data Protection Legislation in regard to Relevant Personal Data (including by way of submitting a Subject Access Request to the Buyer) or where the Buyer is otherwise required to deal or comply with any assessment, enquiry, notice or investigation by a supervisory authority, to co-operate as reasonably requested by the Buyer to enable the Buyer to comply with all of its obligations which arise as a result of the exercise of such rights or as a result of such Subject Access Request, assessment, enquiry, notice or investigation;
 - (h) that it will, at the Buyer's cost, take all reasonable steps to assist the Buyer in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (i) not to transfer any Relevant Personal Data outside of the UK and, save as provided in Clause 3, not to allow access to it from outside the UK.
- 15.7. The Supplier shall ensure, if requested by the Buyer, that data transferred between the Buyer and the Supplier (and vice versa) is encrypted to a standard appropriate to the sensitivity of the Relevant Personal Data concerned. The Buyer also acknowledges as per Clause 12.5 fees will apply for encrypted transfer.
- 15.8. The Supplier shall actively monitor its compliance with this Clause 15 and inform the Buyer as soon as reasonably practicable if at any time there is a breach of the terms of this Agreement and without undue delay if it becomes aware of a Personal Data Breach in respect of any Relevant Personal Data. Buyer requires and Supplier agrees to both, by itself or with the assistance of third parties, immediately commence a forensic investigation of the security incident and take appropriate remedial steps to minimise the harm to the Buyer or the Relevant Personal Data
- 15.9. Upon reasonable request from the Buyer, the Supplier will provide written details of its current technical and organisational measures used to prevent unlawful or authorised processing of Relevant Personal Data, and to prevent accidental loss or destruction of or damage to personal data, including but not limited to:
- (a) Taking measures to prevent unauthorised access to and use of Relevant Personal Data;
 - (b) Taking measures to prevent unauthorised reading, copying, modification and/or deletion of Relevant Personal Data during electronic transmission and/or storage;

- (c) Taking measures to prevent transfer of Relevant Personal Data to any unauthorised person/entity;
 - (d) Taking measures to ensure that Relevant Personal Data remains available and is not accidentally destroyed or lost;
 - (e) Taking measures to ensure that Relevant Personal Data from the Buyer can be processed using logical separation from Relevant Personal Data from other customers of the Supplier;
- 15.10. The Supplier will provide any representative of the Buyer and/or the SRA, on reasonable notice, relevant access and required resources to facilitate an audit or inspection of the Supplier's technical and organisation measures. The Buyer and/or the SRA shall have the right to audit the Supplier not more than 4 times in a 12-month period, or at any time in the event of an emergency (including a Personal Data Breach) or breach of this Agreement. The Buyer undertakes to keep confidential any Confidential Information of the Suppliers of which it becomes aware when carrying out inspections or audits.
- 15.11. Supplier shall also conduct periodic reviews on the fulfilment and execution of its obligations in this Clause 15 and if necessary adjust its policies, technical and organisational measures to ensure such compliance.
- 15.12. In the event of the termination of this Agreement, the Supplier will, upon request, immediately cease processing any Relevant Personal Data on the Buyer's behalf; and
- 15.13. The provisions of Clause 15 of this Agreement will survive the termination of this Agreement for as long as the Supplier retains any of Relevant Personal Data received from the Buyer.

16. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- 16.1. **Processing by the Supplier**
- (a) **Scope:** The Supplier will be processing data (including Personal Data) on behalf of the Buyer for the purposes of handling and assessing litigation in relation to the matter outlined in this Agreement.
 - (b) **Nature:** Relevant Personal Data will be collated and processed on the Supplier's servers and hosted on a secure online platform which can only be accessed by named users who are authorised by the Buyer. The online platform will allow the Buyer to perform legal review and analysis of these documents and the Supplier to assist with preparation of disclosure material for the relevant litigation.
 - (c) **Purpose of processing:** To allow the Buyer to fulfil its duties in relation to disclosure for the relevant litigation comprehensively and efficiently and to perform legal review and analysis to assess its position and assist with decision-making.
 - (d) **Duration of the processing:** Relevant Personal Data shall be held on the Supplier's servers for the duration of the Contract and then held and deleted in accordance with Clauses 14 and 15.6(b).
- 16.2. **Types of Personal Data:** The nature and extent of the processing is likely to mean that a wide variety of types of Personal Data are to be processed. At least, these are likely to include names, contact information, job titles and roles, activities, decisions, involvement in and association with the dispute the subject of the relevant dispute and/or litigation, and communications and correspondence.
- 16.3. **Categories of Data Subject:** Personnel of Buyer and other parties to or associated with the relevant litigation and other individuals involved in or associated with the dispute the subject of the relevant litigation.

17. DISPUTES

- 17.1. Any dispute arising out of or in connection with this agreement (a Dispute) shall be referred by either party first to:
- (a) in the case of a dispute referred by the Buyer, the UK Director, currently Martin Flavell (mflavell@skydiscovery.co.uk); and

- (b) in the case of a dispute referred by the Supplier, the Authorised Buyer Lead (as identified on the Project Communication Details set out below),

for resolution.

- 17.2. If the Dispute cannot be resolved by the persons referred to in Clauses 16.1(a) and (b) above within ten Business Days after the Dispute has been referred, either party may give written notice to the other party that a Dispute has arisen (the Notice) within ten Business Days. Within five Business Days after the date of the Notice, the Dispute shall be referred to the UK Director of the Supplier and Authorised Buyer Lead of the Buyer for resolution; Supplier shall be responsible for the joint referral. If the Dispute is not resolved by agreement in writing between the parties within ten Business Days after the date of the joint referral, the Dispute shall be resolved in accordance with the remaining provisions of this Clause 16 (Disputes).
- 17.3. A Dispute not resolved pursuant to Clause 16.2 above may at the written request of the Supplier or Buyer be referred to mediation. Any reference to mediation shall be made in accordance with the procedures of the Centre for Effective Dispute Resolution (CEDR) in London. The mediation shall be conducted by a single mediator appointed by the parties or, if the parties to the dispute are unable to agree on the identity of the mediator within 21 days after the date of the request that the Dispute be resolved by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by the CEDR on the application of either party. The mediation shall be conducted in London in English. Mediation is without prejudice to the rights of the parties in any future proceedings. The costs of the mediation, including the fees and expenses of the mediator shall be borne equally by the parties.
- 17.4. This Clause 16 (Disputes) and Clause 1.3 (Governing Law and Jurisdiction) are without prejudice to either party's right to seek interim relief (such as an injunction) against the other party through the English courts to protect its rights and interests, or to enforce the obligations of the other party.

18. 17. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

- 18.1. In performing its obligations under this Agreement, the Supplier shall:
 - (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including, but not limited to, the Modern Slavery Act 2015;
 - (b) have and maintain throughout the Term its own policies and procedures to ensure its compliance;
 - (c) not engage in any activity, practice or conduct that would constitute an offence under section 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom; and
 - (d) include in its sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 18.1.
- 18.2. The Supplier represents and warrants that as at the Commencement Date:
 - (a) none of the sub-contractors' directors, employees or any persons associated with the Supplier:
 - (i) has been convicted of any offence involving slavery and human trafficking; or
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 18.3. The Supplier shall implement appropriate due diligence procedures for its sub-contractors and suppliers to ensure that there is no slavery or human trafficking in its supply chains.
- 18.4. The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

18.5. The Supplier acknowledges that any breach of this Clause 17 shall represent a material breach of this Agreement.

19. ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-FRAUD

19.1. For the purposes of this clause:

- (a) Tax Evasion means:
 - (i) the commission of an offence under the laws of the United Kingdom involving:
 - A. cheating the public revenue; or
 - B. being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of a tax; and
 - (ii) any other similar offence in any jurisdiction;
- (b) the Facilitation of Tax Evasion means:
 - (i) being knowingly involved in, or taking steps with a view to, the fraudulent evasion of tax by another person; or
 - (ii) assisting in or encouraging the commission of a United Kingdom Tax Evasion offence, and
- (c) Government or Public Official means any:
 - (i) officer or employee of a government or any department, agency or instrumentality thereof;
 - (ii) person acting in an official capacity on behalf of a government;
 - (iii) officials or employees of government-owned or government-controlled corporations;
 - (iv) political party, political party official or candidate for political office;
 - (v) officer or employee of any public international organisation;
 - (vi) members of any royal family;
 - (vii) honorary government officials; and
 - (viii) any relatives or family members of any of the foregoing.

19.2. The Supplier represents and warrants to the Buyer that:

- (a) the Supplier, its employees and all persons associated with the Supplier, are in compliance with, and shall comply with, all Applicable Laws relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, lawful expenses, fraud and taxation (including, without limitation, the UK Bribery Act 2010, US Foreign Corrupt Practices Act 1977 and the UK Criminal Finances Act 2017 (as amended));
- (b) the Supplier, its employees and all persons associated with the Supplier :
 - (i) have not directly or indirectly paid, offered or promised to pay, or authorised the payment of, or requested, accepted or agreed to accept; and
 - (ii) will not directly or indirectly pay, offer or promise to pay or authorise the payment of, or request, accept or agree to accept, any money or anything of value to or from any person (including, without limitation, any Government or Public Official) for the purpose of influencing or inducing any act or decision of such person or the Supplier to secure any improper advantage or to obtain or retain business in connection with any of the Supplier's activities under this Agreement (any such payment, a prohibited payment);
- (c) none of the Supplier's directors, employees or any persons associated with the Supplier:

- (i) is a Government or Public Official;
 - (ii) was a Government or Public Official at any time during the 90-day period prior to the signing of this Agreement; or
 - (iii) will become a Government or Public Official during the term of this Agreement without the prior written approval of the Client;
 - (d) the Supplier, its employees and all persons associated with the Supplier shall not undertake activities which constitutes Tax Evasion or the Facilitation of Tax Evasion.
 - (e) the Supplier shall implement appropriate due diligence procedures for its Subcontractors and Supplier to ensure that there is no Facilitation of Tax Evasion in its supply chains; and
 - (f) the Supplier has and shall maintain appropriate anti-bribery, anti-corruption, anti-fraud and anti-tax evasion and facilitation of tax evasion policies and will abide by the provisions of those policies and will procure that its employees, and any persons associated with the Supplier, abide by those policies.
- 19.3. Any permitted sub-contract shall impose on and secure from the sub-contractor obligations, liabilities, undertakings, warranties, acknowledgements and grants of rights (including termination rights in the event of breach) equivalent to those imposed on and secured from the Supplier under this Clause 18 (Relevant Terms and Conditions). Without prejudice to any other applicable provisions of this Agreement, the Supplier shall be responsible for performance and observance by the permitted sub-contractor of the Relevant Terms and Conditions and shall be directly liable to the Buyer for any breach by the sub-contractor of the Relevant Terms and Conditions.
- 19.4. The Supplier will promptly notify the Buyer in writing if, at any time during the Term:
- (a) the Supplier would not be able to repeat the representations and warranties in Clause 18.1 above; or
 - (b) it becomes aware of any breach of the Relevant Terms and Conditions by any permitted sub-contractor; or
 - (c) it receives any request or demand from any Third Party for any undue financial or other advantage of any kind in connection with the performance of this Agreement; or
 - (d) it becomes aware of any actual or suspected Tax Evasion or Facilitation of Tax Evasion in any of its supply chains.
- 19.5. The Supplier acknowledges that any breach of any of the representations and warranties in Clause 18.1 above, or any breach by any permitted sub-contractor of the Relevant Terms and Conditions, shall represent a material breach of this Agreement. All claims for payment by the Supplier shall be automatically terminated and cancelled and all payments previously paid shall be forthwith returned to the Buyer by the Supplier. The Supplier shall further indemnify and hold the Buyer harmless against any and all claims, losses and damages arising from or related to such breach or cancellation of this Agreement, or both.
- 19.6. The Supplier shall keep detailed, accurate and up-to-date records showing all payments made by it in connection with performing its obligations under this Agreement. The Supplier shall, upon reasonable notice, allow the Buyer and its representatives to inspect these records and take copies of them.

20. WAIVER

- 20.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of the Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

21. DRAFTING DISADVANTAGE

- 21.1. Nothing in this Agreement is to be construed to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any relevant clause in this Agreement.

EXECUTED BY THE PARTIES on the date first mentioned.

SIGNED BY
[Buyer Name]

Authorised on behalf of the Buyer

Print Name:

Date:

SIGNED BY
Sky Discovery UK Ltd

_____Dire
ctor

Print Name:

Date:

Project Communication Details

Sky Discovery Project Manager:	Name: Position: Email: Phone Number: Mobile:
Authorised Buyer Lead Contact:	Name: Position: Email: Phone Number: Mobile:
Authorised Buyer Financial Representative:	Name: Position: Email: Phone Number: Mobile:
Other Buyer Authorised Contacts:	Name: Name: Name: Name: Name: