

Terms and Conditions

1 Definitions and Interpretation

- 1.1 In these Conditions, the following expressions shall bear the following meanings:

Account Manager: means the CCL account manager, as set out in the Proposal;

Affiliate: means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Analyst: the employees, agents, or sub-contractors used by CCL to provide the Services (including, for the avoidance of doubt, consultants and project managers), as detailed in the Proposal;

Applicable Law: means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction, all judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal, all codes of practice having force of law, statutory guidance, regulatory policy or guidance and industry codes of practice;

Assumption: has the meaning given in clause 3.4;

Business Day: means any day which is not a Saturday, Sunday or a public or bank holiday in England;

CCL: means CCL-Forensics Limited (company number 05314495) or such other member of the CCL Solutions Group as stated in the Proposal;

Charges: means the charges (including reimbursable Expenses) payable by the Customer as set out in the Proposal;

Conditions: means the standard terms and conditions of service as set out in this document;

Confidential Information: means information of commercial value, in whatever form or medium, which has been kept confidential by the party from whom the information originates and which has not come into the public domain during the term in breach of any obligation of confidence;

Contract: means the Proposal signed and dated by the Customer together with the Conditions;

Customer: the person, firm or company who purchases Services from CCL as set out in the Proposal;

Deliverables: means all products and materials developed by CCL in relation to the Services in any media, including computer programs, data, diagrams, reports and specifications (including drafts);

Equipment: means the equipment (if any) to be provided by CCL to the Customer as set out in the Proposal;

Excusing Cause: has the meaning given in clause 3.4;

Expenses: has the meaning given in clause 7.1;

Force Majeure Event: means any cause affecting the performance by a party of any of its obligations under the Contract which is beyond its reasonable control. Examples of such events are strikes, lockouts or other industrial disputes (whether involving the workforce of CCL or any other party), failure of a utility service, transport network, internet carriers, telecommunications providers or any other provider of any services, act of God (including pandemics), war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;

Group: means in relation to a company, that company, any of its Affiliates;

Intellectual Property Rights: means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

Pre-existing Materials: means materials which existed prior to the commencement of the Services or have been developed otherwise than pursuant to the delivery of the Services pursuant to the Contract;

Primary Contact: means the Customer's primary contact, as set out in the Proposal;

Proposal: the quote, provided by CCL and signed and dated by the Customer that sets out the programme of work to be delivered by CCL to the Customer;

Service Failure: means any disruption to the provision of the Services in accordance with the Contract;

Services: means the services provided by CCL to the Customer pursuant to the Contract;

Software: means the software licences (if any) to be provided by CCL to the Customer as set out in the Proposal; and

Working Hours: means the hours between 9:00 a.m. and 5:30 p.m. on Business Days.

- 1.2 In these Conditions: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) any words following the words "include," "includes" or "including" or similar words will be construed without limitation and will not limit the meaning of the words preceding them; (c) all headings below are for ease of reference only and will not affect the construction or interpretation of the Contract; (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and (e) a reference to writing or written includes e-mail.

2 Application of these Conditions

- 2.1 These Conditions shall: (a) apply to and be incorporated in the Contract; and (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 In the event of any conflict between the Proposal and these terms and conditions (including the Annex), the terms of the Proposal shall prevail.
- 2.3 Upon the Proposal being signed by the parties, the Contract will come into existence for the period set out in the Proposal.
- 2.4 Any draft Proposal given by CCL shall not constitute an offer capable of acceptance without CCL's counter signature and is only valid for a period of 30 days from its date of issue or such other period stated in the draft Proposal.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by CCL, and any descriptions or illustrations contained in CCL's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

CCL Solutions Group

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CCL Solutions Group is made up of the following companies: CCL (Solutions) Group Ltd (company number 08128980), CCL-Forensics Ltd (company number 05314495), Evidence Talks Limited (company number 04611669), CCL Cyber Solutions Ltd (company number 11316398), CCL (Computer Consultants) Ltd (company number 02049601)

3 Provision of Services

- 3.1 CCL shall perform the Services with due skill and care, using appropriately qualified, experienced and trained personnel, and in accordance with Applicable Law. CCL shall use reasonable endeavours to achieve performance dates and any service levels set out the Proposal. However, such dates are estimates only and time of performance shall not be of the essence of the Contract.
- 3.2 All Deliverables (including, without limitation, any reports) provided to the Customer by CCL are provided solely for the Customer's benefit and shall not without CCL's prior written consent be disclosed to any third party, relied upon by any third party, or used by the Customer for any purpose other than that in relation to which it has been provided to the Customer. CCL shall not be liable to any person for any disclosure, use, or reliance in breach of this clause 3.2.
- 3.3 CCL reserves the right to suspend provision of Services by written notice to the Customer if the Customer is in breach of the Contract, including any failure to pay any invoice by its due date.
- 3.4 CCL shall not be held responsible for any failure to deliver the Services in accordance with the terms of the Contract to the extent such failure arises from: (a) a failure by the Customer (or its agents, sub-contractors or employees) to comply with the terms of the Contract; or (b) any assumption agreed between the parties and documented in the Proposal ("Assumption") subsequently being found to be inaccurate or incomplete, (each an "Excusing Cause"). The Customer shall reimburse CCL in respect of any additional costs or expenses incurred by CCL as a result of the occurrence of an Excusing Cause.
- 3.5 If there is a Service Failure, or it is reasonably foreseeable that there may be one, as soon as reasonably practicable CCL shall notify the Customer of its nature and the action that it has taken or proposes to take to minimise its adverse effects and shall keep the Customer advised of the status of all remedial efforts being undertaken with respect to the Service Failure.

4 Customer Responsibilities

- 4.1 The Customer shall: (a) perform and/or provide the Customer dependencies identified in the Proposal in a timely manner and, in any event, within the timescales set out in the Proposal; (b) provide all co-operation and assistance reasonably requested by CCL in a timely manner to enable CCL (and its subcontractors) to perform the Services and its other responsibilities under the Contract; (c) be responsible (at its own cost) for preparing the relevant premises for the supply of Services under the Contract; and (d) ensure all information it provides to CCL is accurate in all material respects.

5 Charges for Cancellation and Postponement

- 5.1 The Customer accepts that CCL will allocate staff and resources to perform the project at the times agreed with the Customer and cancellation or postponement by the Customer will affect CCL's schedules and ability to use its staff and resources cost effectively.
- 5.2 Postponement of fixed arrangements may be made with additional charge where the postponement is notified in writing more than 21 days prior to such fixed date. Postponement of fixed arrangements made less than 21 and more than 7 days before such fixed date will incur a cancellation charge of 50% of the charges for the work to be carried out on the fixed date. Postponement of fixed arrangements 7 days or less before the fixed date will incur a cancellation charge of 100% of the charge for work to be carried out on the fixed date.
- 5.3 The Charges have been estimated based on the Assumptions as set out in the Proposal. The Customer will immediately notify CCL if any of the Assumptions are, or become, incorrect, inaccurate, or incomplete, and the Customer acknowledges that, should any Assumptions be in any way incorrect, inaccurate, or incomplete, CCL shall be entitled to vary the Charges.

6 Software Licence

To the extent that the Proposal includes any supply by CCL to the Customer of Software, the provisions of this clause 6 shall apply:

- 6.1 CCL grants to the Customer (provided that the Customer has paid all Charges due for such Software) a non-exclusive, non-transferable licence for the term set out in the Proposal, or, if no term is set out in the Proposal, until such licence is terminated by CCL, to use the Software and any related documentation.
- 6.2 The Software may be owned by CCL or may be licensed to CCL by a third party software owner. The Software is licensed to the Customer on the standard terms for such Software, available from CCL upon request.
- 6.3 Should the Software fail to perform materially in accordance with its specification, CCL will use reasonable endeavours to provide support to resolve the issue during Working Hours. Such support may be provided via the third party owner of the Software. The Customer may also be able to purchase a support and maintenance contract for Software directly from the third party owner of the Software. For the avoidance of doubt, save where specifically agreed in writing, CCL shall not provide any updates, upgrades, or new versions of the Software.

7 Charges and Payment

- 7.1 The Charges payable by the Customer are set out in the Proposal and are payable in accordance with the Proposal. Unless otherwise expressly stated, the Charges contained in the Proposal exclude the cost of hotel, subsistence, travelling, consumables and any other ancillary expenses reasonably incurred by CCL in connection with the Contract ("Expenses") which shall be separately invoiced to, and reimbursed by, the Customer.
- 7.2 Any CCL travel time shall be charged to the Customer at 50% of CCL's then standard hourly rate from time to time in force (or such other hourly rates set out in the Proposal). Mileage is charged at the rate set out in the Proposal and is measured from CCL's offices in Stratford-upon-Avon.
- 7.3 CCL reserves the right to charge for its Analysts' time at the prevailing rate for the particular individual in fifteen-minute increments.
- 7.4 Media used for productions will be charged (for example, USB sticks and hard drives).
- 7.5 CCL reserves the right to amend the Charges from time to time to reflect any increases in the cost of supplying the Services.
- 7.6 The Charges are stated exclusive of VAT (where applicable) which the Customer shall pay in addition to the Charges at the rate prevailing on the date of the invoice. Any import or other non UK duties are the responsibility of the Customer.
- 7.7 The Customer shall pay each invoice within the period of 60 days following the date of the valid invoice. Any Customer queries regarding any invoice must be raised with CCL within 14 days of receipt of the invoice.
- 7.8 Where the provision of any Services is subcontracted directly to an Affiliate of CCL, at CCL's election the Affiliate (rather than CCL) may invoice the Customer in respect of the relevant Charges and Expenses in accordance with the payment terms of the Proposal. If so, payment of such invoice raised by CCL's Affiliate shall be in satisfaction of the Customer's liability to pay those Charges pursuant to the Proposal. Any such invoice shall not constitute an assignment or the novation of CCL's entitlement to receive the Charges, nor shall it create a separate contract between the CCL Affiliate and the Customer.
- 7.9 All payments due under the Contract shall be made in pounds sterling unless otherwise agreed in writing between the parties. If payment in a different currency is agreed, CCL reserves the right to amend the Charges to reflect any change of more than 5% in the daily spot exchange rate of such currency against sterling published by the Bank of England between the date of the Proposal and the date the Services are provided to the Customer.
- 7.10 If the Customer fails to make any payment due to CCL under the Contract by the due date for payment, CCL may charge the defaulting party interest on the overdue amount at the rate of 3% per annum above the base lending rate of the Bank of England, as

published from time to time. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

- 7.11 If the Customer fails to make any payment due to CCL under the Contract within 30 days following notice from CCL that the amount has not been paid by the due date for payment, CCL may terminate the Contract by written notice to the Customer.
- 7.12 The Customer shall not be entitled to set off any Charges due to CCL against any amounts due to the Customer from CCL either under the Contract or otherwise.

8 Intellectual Property Rights

- 8.1 All Intellectual Property Rights and all other rights in the Deliverables, Equipment and Software shall be owned by CCL or the applicable third party rights owner. CCL hereby licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties, but subject always to the terms of any third party licence for such Software or Equipment and to payment of any licence fees (as set out in the Proposal). If CCL terminates the Contract under clause 11.1 or 11.2, this licence will automatically terminate.
- 8.2 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on CCL obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle CCL to license such rights to the Customer.
- 8.3 CCL shall be entitled to use techniques, ideas, and other know-how gained during the performance of Services under the Contract in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of Confidential Information in breach hereof, or any infringement of any Intellectual Property Rights of the Customer.
- 8.4 CCL will indemnify the Customer against all claims that the Software or any other Deliverable ("Infringing Material") infringes any Intellectual Property Rights of any third party provided that: (a) the Customer has not done or permitted to be done anything which may have been an infringement of CCL's rights and the Customer has exercised a reasonable standard of care in protecting such rights; failing which the Customer will indemnify CCL against all actions, claims and expenses; (b) the Customer has given CCL prompt notice of any third party claim under this clause which is made against the Customer and CCL will have the right to defend any such claims and make settlements of them at its own absolute discretion and the Customer will give such assistance to CCL as it may reasonably require, subject to CCL paying the Customer's reasonable costs in respect of such assistance.
- 8.5 In the event that any such infringement occurs, CCL may at its sole option and expense: (a) procure for the Customer the right to continue using the Software or the non-infringing part of it; (b) modify or amend the Software or the infringing part so that it becomes non-infringing; (c) replace the Software or the infringing part by other software of a similar capability; or (d) repay to the Customer the fee (or balance) relating to the whole or infringing part of the Software.

9 Data Protection

- 9.1 The parties shall comply with their data protection obligations as set out in the Annex.

10 Confidentiality and Publicity

- 10.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 10. Each party may disclose the other party's Confidential Information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors,

subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 10; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 10.2 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract. The obligations of confidentiality set out in this clause 10 shall survive the expiry or termination of the Contract.
- 10.3 The Customer authorises CCL to identify the Customer as a client of CCL in any CCL marketing or advertising materials. These shall include but not be limited to CCL's client reference list and CCL's regular newsletter.

11 Termination

- 11.1 Either party may terminate the Contract with immediate effect on giving notice to the other party if the other party: (a) commits a material breach of the Contract which is incapable of remedy (save as to time of performance); (b) commits a material breach of the Contract which is capable of remedy but fails to remedy that breach within 60 days of being notified of the breach; (c) has a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee, supervisor or other similar officer appointed in respect of itself or any of its assets under the law of any jurisdiction; (d) in the reasonable opinion of the terminating party is unable to pay its debts as they fall due or, in the reasonable opinion of the terminating party, the aggregate value of all its assets is less than that of all its liabilities (including its contingent and prospective liabilities); (e) suffers an insolvency event analogous to any of the events set out in clause 11.1(a) or 11.1(e) in any jurisdiction; or (f) suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.
- 11.2 CCL may terminate the Contract with immediate effect on giving notice to the Customer if: (a) the controlling interest in the Customer is transferred to a competitor of CCL; or (b) the Customer offers products or services in competition to CCL.

12 Consequences of Termination

- 12.1 The expiry or termination of the Contract shall not affect the accrued rights, remedies, obligations or liabilities of the parties under it existing at expiry or termination.
- 12.2 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after the expiry or termination of the Contract, shall remain in full force and effect after the Contract expires or terminates.
- 12.3 On termination of the Contract, each party shall return to the other all documents and other materials containing the other's Confidential Information and shall (to the extent technically possible) erase all the other's Confidential Information from its computer and other software or media storage systems, provided that a party may retain materials containing the other party's Confidential Information to the extent required by any Applicable Law, where such materials are required to be retained under either party's company records retention policies or otherwise as permitted by the Contract.

13 Limitations on Liability

- 13.1 Nothing in the Contract shall limit or exclude the liability or remedy of either party or any other person: (a) for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors; (b) for fraud or fraudulent misrepresentation; (c) in respect of an obligation in the Contract to indemnify a party or any other person; or (d) for any act, omission or matter, liability for which may not be excluded or limited under any Applicable Law.
- 13.2 Subject to clause 13.1, CCL's total aggregate liability whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, for any event or series of connected events arising under or in connection with the Contract shall be limited to £5,000,000.

13.3 Subject to clause 13.1 and except as expressly provided to the contrary in the Contract, CCL will not be liable to the Customer for any: (a) loss of profits or business revenue; (b) loss of goodwill or reputation; (c) subject to clause 13.4, loss of, or corruption to, data; or (d) indirect, special or consequential loss or damage.

13.4 Subject to clause 13.5, CCL shall reimburse the Customer in respect of the Customer's reasonable cost of restoring data lost or corrupted arising from the acts or omissions of CCL.

13.5 The Customer acknowledges that, where any damaged Equipment or data is provided to CCL by the Customer, the efforts of CCL to perform the Services may result in the destruction or further damage to the Equipment and/or the data. CCL does not assume any responsibility whatsoever for such destruction or further damage.

13.6 CCL hereby excludes all liability for breach of any warranty and condition, express or implied, which is not expressly set out in the Contract.

14 Force Majeure

14.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by a Force Majeure Event, that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

15 Notices

15.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Proposal.

15.2 Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by next working day delivery service, at 9:00 am on the Business Day after posting; or (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.2, "business hours" means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.3 This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16 Dispute Resolution

16.1 The parties shall procure that the Account Manager and the Primary Contact shall meet and use their reasonable endeavours to resolve any dispute. If the dispute is not resolved between the Account Manager and the Primary Contact within 10 Business Days of receipt of a written request from either party ("Dispute Notice"), the dispute shall be referred to a senior executive from each of the parties. If the dispute is not resolved within 15 Business Days from the date of receipt of the Dispute Notice, either party may, in its sole discretion commence legal proceedings as contemplated by clause 18.7.

16.2 For the avoidance of doubt, nothing in this clause 17 shall prevent or restrict the parties from commencing or continuing court proceedings or from seeking injunctive relief at any time.

17 Non-solicitation

17.1 The Customer shall not, without the prior written consent of CCL, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice (or attempt to solicit or entice) any Analyst away from the CCL.

18 General

18.1 The Customer may not assign, transfer, charge, create a trust over or otherwise deal in the Contract or any of its rights or obligations under the Contract (or purport to do so) without the prior written consent of CCL. CCL reserves the right to subcontract its responsibilities under the Contract to its group companies and third parties provided that CCL shall remain responsible to the Customer for the acts and omissions of its subcontractors.

18.2 This Contract does not create any right or benefit enforceable by any person not a party to it.

18.3 This Contract constitutes the entire contract and understanding of the parties and supersedes and extinguishes all previous drafts, contracts and understandings between them, whether oral or in writing, relating to its subject matter. Each party acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a party (whether made innocently or negligently) which is not expressly set out in the Contract.

18.4 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on CCL unless in writing and signed by a duly authorised representative of CCL.

18.5 This Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. Neither party shall have, nor represent that it has, any authority to make or enter into any commitments on the other's behalf or otherwise bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).

18.6 A failure to exercise, or delay in exercising, a right, power or remedy provided by the Contract or by law shall not constitute a waiver of that, or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy. Any waiver of any right under the Contract is only effective if it is in writing and it shall only apply to the party to whom the waiver is addressed and to the circumstances for which it is given.

18.7 This Contract and any dispute shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute.

Annex - Data Protection - Part A (Processing Terms)

- 1 For the purposes of this Annex: (a) "Binding Corporate Rules", "Controller", "Processor", "Data Subject", "Personal Data" and "Processing" shall bear the respective meanings given to them in the Data Protection Act 2018 or General Data Protection Regulation 2016 (as applicable) (in each case as may be amended, updated, replaced or superseded from time to time) (and "Process" and "Processes" shall be construed accordingly); (b) "Controller Personal Data" means all Personal Data which is owned, controlled or processed by the Customer as the Controller or any of its Affiliates and which is provided by or on behalf of the Customer as the Controller or any of its Affiliates to CCL as the Processor or which comes into the possession of CCL as the Processor as a result of or in connection with the supply of the Services; and (c) "Data Protection Law" means the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Network and Information Security Directive, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these, together with the equivalent legislation of any other applicable jurisdiction and all other Applicable Law and guidance in any relevant jurisdiction relating to the processing of personal data, data and cyber security and privacy to the extent it applies in relation to the Services including the guidance and codes of practice issued by the UK Information Commissioner or any relevant supervisory authority, the Article 29 Working Party, or the European Data Protection Board from time to time.
- 2 The parties agree that the Customer is the Controller (as defined in the Data Protection Law) and that CCL is the Processor (as defined in the Data Protection Law) for the purposes of Processing Controller Personal Data pursuant to the Contract.
- 3 Taking into account the state of technical development and the nature of Processing, the Processor shall implement appropriate technical and organisational measures to protect Controller Personal Data against accidental or unlawful destruction, loss, alteration and unauthorised disclosure or access.
- 4 The Processor shall not permit any Processing of Controller Personal Data by any agent or subcontractor or other third party ("Sub-Processor") without the prior written authorisation of the Controller. The Controller agrees to the use of Sub-Processors that are either an Affiliate of CCL or as set out in the Proposal.
- 5 The Processor shall: (a) only Process the Controller Personal Data on the documented instructions of the Controller from time to time; and (c) subject to paragraph 6, not transfer, or otherwise directly or indirectly disclose, any Controller Personal Data to countries outside the United Kingdom (UK) or the European Economic Area (EEA) without the prior written consent of the Controller except where the Processor is required to transfer the Controller Personal Data by UK domestic laws or the laws of the member states of the EU or EU law (and shall inform the Controller of that legal requirement before the transfer, unless those laws prevent it doing so). The Controller consents to transfers to the countries identified in the Proposal.
- 6 The Processor shall be permitted to transfer the Controller Personal Data to countries outside of the UK and/or the EEA to the extent that any one or more of the following applies: (a) the Processor has in place with the non-UK or non-EEA Sub-Processor, the EU model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the Information Commissioner's Office, the European Commission or a supervisory authority from time to time (as applicable to the transfer); (b) the transfer is to a non-UK or non-EEA country that is deemed to have an adequate level of protection from time to time by the Information Commissioner's Office, the European Commission or such other supervisory authority (as applicable to the transfer); (c) to the extent that the transfer is to an Affiliate located outside of the UK or EEA, the Processor's Group has in place Binding Corporate Rules for the transfer of Personal Data to a non-UK or non-EEA Group Company; (d) there is an approved code of conduct in place by an association or other body representing the Controller or Processor that applies to the non-UK or non-EEA territory or territories to which the Controller Personal Data is to be transferred; or (e) there is an approved certification mechanism in place in respect of the non-UK or non-EEA territory.
- 7 The Processor shall ensure that access to Controller Personal Data is limited to the Processor Personnel and authorised Sub-Processors who need access to it to supply the Services and who are subject to an enforceable obligation of confidence with regards to the Controller Personal Data.
- 8 The Processor shall, taking into account the nature of the Processing, assist the Controller (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for access, rectification or erasure of Controller Personal Data, or any objection to Processing.
- 9 The Processor shall notify the Controller without undue delay and in writing if any Controller Personal Data has been disclosed in breach of this Annex.
- 10 The Processor shall notify the Controller promptly if it becomes aware of a breach of security of Controller Personal Data, such notices shall include full and complete details relating to such breach.
- 11 The Processor shall provide such assistance (at the Controller's cost) as the Controller may reasonably require in relation to the need to undertake a data protection impact assessment in accordance with the Data Protection Law.
- 12 The Processor shall provide such assistance (at the Controller's cost) as the Controller may reasonably require in relation to any approval of the Information Commissioner or other data protection supervisory authority to any Processing of Controller Personal Data.
- 13 The Processor shall on the expiry or termination of this Agreement, at the Controller's cost and its option either return all of the Controller Personal Data (and copies of it) or securely dispose of the Controller Personal Data except to the extent that any Applicable Law requires the Processor to store such Controller Personal Data or the Controller orders the Processor's retention service.
- 14 Part B of this Annex sets out details of the Processing of Personal Data pursuant to the Contract which shall include: (a) subject-matter; (b) duration; (c) nature and purpose of Processing; (d) type of Personal Data; and (e) categories of Data Subjects.
- 15 The obligations and rights of the Controller as the applicable Controller of the Controller Personal Data are set out in the Contract, in Data Protection Law and any written instructions of the Controller from time to time.

Annex – Data Protection – Part B (Processing Details)

Categories of Personal Data to be Processed	
Categories of Data Subjects	
Description of the nature and method of Processing	
Location of Processing	
Purpose of Processing	
Duration of Processing (including storage of Personal Data)	

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