



Wuluf Ltd Terms and Conditions Document G-Cloud 15

Dated: 10 December 2025

Address: Wuluf Ltd, The Limes, Bayshill Road, Montpellier, Cheltenham, GL50 3AW
Company Number: 15247265
Website: www.wuluf.com



TERMS & CONDITIONS OF SERVICES

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges the charges payable by the Customer for the supply of the Services in accordance with clause 5.

CoA Certification of Authorisation as set out in any statement of work (SOW) attached and/or provided.

Commencement Date has the meaning given in clause 2.2.

Conditions these terms and conditions as amended from time to time in accordance with clause 11.5.

Contract the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, and any Scope of Work.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer the person or firm who purchases Services from the Supplier, as further particularised in the Scope of Work.

Customer Default has the meaning set out in clause 4.2.

Customer Materials all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.
Deliverables all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) as set out in a Scope of Work produced by the Supplier for the Customer.

Intellectual Property Rights patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order means the Customer's order for the Services as set out in clause 2.3.

Proposal the proposal document that provides a high level overview of the Services, provided by the Supplier to the Customer, following a request for Services.

Scope of Work the description or specification of the Services provided in writing by the Supplier to the Customer, which shall include the Deliverables to be provided by the Supplier, the Customer Materials to be provided by the Customer, and the Charges.

Services the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Scope of Work.

Supplier Wuluf Ltd registered in England and Wales with company number 15247265, with its registered office address at Wuluf Ltd, The Limes, Bayshill Road, Montpellier, Cheltenham, GL50 3AW

Supplier Materials has the meaning set out in clause 4.1.7.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as it is in force as at the date of this Contract; and

1.2.1.2 shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.

1.2.2 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.

1.2.3 A reference to writing or written includes email unless otherwise expressly stated in these Conditions.

1.2.4 In the event of inconsistency between the provision of these terms and the Scope of Work, the Scope of Work shall take precedence.

2. BASIS OF CONTRACT

2.1 The Supplier shall issue the Customer with a Proposal following a request for Services by the Customer.

2.2 If the Customer agrees the Proposal, the Supplier shall provide the Customer with a Scope of Work.

2.3 If the Customer wants to proceed to purchase Services from the Supplier, the Customer shall either (i) provide email acceptance of the Scope of Work; (ii) provide its signature of the Scope of Work; (iii) provide its signature of the CoA; or (iv) permit the Supplier to commence provision of the Services; as the case may be. Any action taken by the Customer in accordance with this clause 2.3 shall constitute an Order.

2.4 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions and the Scope of Work.

2.5 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, or commences the Services, whichever is the earlier, at which point, and on which date the Contract shall come into existence (Commencement Date).

2.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Proposal, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. The Proposal shall not form part of the Contract or have any contractual force.

2.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.8 Any Proposal given by the Supplier shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.9 The Contract shall remain in force, unless earlier terminated in accordance with clause 9, until completion of the Services, or the expiry of the term stated in the Scope of Work.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Scope of Work in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Scope of Work but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier reserves the right to amend the Scope of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 The Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.

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3.6 If required to attend the Customer's premises, the Supplier shall observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Supplier, provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

3.7 The Supplier shall take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall:

4.1.1 ensure that the terms of the Order and any information it provides in relation to the Scope of Work are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

4.1.5 prepare the Customer's premises for the supply of the Services;

4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

4.1.7 keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

4.1.8 comply with any additional obligations as set out in the Scope of Work.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 Any device (or "Device") supplied to the Customer by the Supplier in connection with the Services (including, but not limited to, hardware, mobile terminals, laptops, routers, servers, or other equipment) shall remain the exclusive property of the Supplier at all times.

4.3.1 The Customer shall use the Device solely for the purpose of the Services and shall keep the Device in good working order, protecting it against loss, theft, damage, misuse, or unauthorised access.

4.3.2 The Customer must return the Device to the Supplier within

thirty (30) days of the date of delivery, or earlier if the Supplier provides a written request. The Device may be returned by a method agreed between the parties, provided that it is tracked or insured against loss or damage during return.

4.3.3 Failure by the Customer to return the Device within the period set out in (4.3.2) shall constitute a material breach of this Contract. In that event the Customer shall pay the Supplier the full cost of the Device (i.e., the purchase price, plus any applicable shipping, insurance, handling and any other reasonable costs incurred by the Supplier in acquiring, maintaining or reclaiming the Device) within ten (10) days of the Supplier's written demand.

4.3.4 While the Device is in the Customer's possession, the Customer shall be liable for any loss, theft, or damage to the Device. The Supplier shall have the right to recover the value of any lost or damaged Device, together with reasonable costs of replacement, from the Customer.

4.3.5 The Customer acknowledges that the obligations set out in this clause is in addition to all other obligations in the Contract and that any breach of 4.3 may, at the Supplier's option, give rise to termination of the Contract under Clause 9.3.

5. CHARGES AND PAYMENT

5.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 5.

5.2 If the Charges for the Services shall be calculated on a time and materials basis:

5.2.1 the Charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Scope of Work;

5.2.2 the Supplier's daily fee rates for each individual are calculated on the basis of an eight hour day from 9.00 am to 5.00 pm worked on Business Days;

5.2.3 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

5.3 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date upon the provision of 30 days' notice to the Customer.

5.4 The Supplier shall invoice the Customer monthly in arrears, unless otherwise stated in a Statement of Work.

5.5 The Customer shall pay each invoice submitted by the Supplier:

5.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

5.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

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5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.9 If the Customer requires a cancellation or postponement of agreed date of performance of Services, the Customer shall serve a written notice to the Supplier setting out the same. The Supplier reserves the right to levy the following cancellation or postponement fees based on when the Supplier receives such written notice, which shall be calculated based on the relevant Charges of the cancelled or postponed Services as agreed in the Scope of Work:

Notice received before Service start date

Cancellation fee (% of the relevant Charges)

Postponement fee (% off the relevant Charges)

11 to 15 Business Days 25% 10%

6 to 10 Business Days 50% 25%

3 to 5 Business Days 75% 35%

less than 3 Business Days 100% 50%

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

6.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, nonexclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

6.3 The Customer shall not sublicense, assign or otherwise transfer the rights granted in clause 6.2.

6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7. DATA PROTECTION

All The parties shall comply with their data protection obligations as set out in Schedule 1.

8. LIMITATION OF LIABILITY:

The customer's attention is particularly drawn to this clause.

8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

8.4 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

8.5 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

8.5.1 death or personal injury caused by negligence;

8.5.2 fraud or fraudulent misrepresentation; and

8.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.6 Subject to clause 8.3 (No limitation in respect of deliberate default), and clause 8.5 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer:

8.6.1 for loss arising from the Supplier's failure to comply with its

data processing obligations under clause 7 shall not exceed 200% of the value of the Charges relative to the Scope of Work to which the liability relates; and

8.6.2 for all other loss or damage shall not exceed the value of the Charges relative to the Scope of Work to which the liability relates.

8.7 The caps on the Supplier's liabilities shall be reduced by:

8.7.1 payment of an uncapped liability;

8.7.2 amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

8.8 Subject clause 8.3 (No limitation in respect of deliberate default),

clause 8.4 (No limitation of customer's payment obligations) and clause 8.5 (Liabilities which cannot legally be limited), this clause

8.8 sets out the types of loss that are wholly excluded:

8.8.1 loss of profits.

8.8.2 loss of sales or business.

8.8.3 loss of agreements or contracts.

8.8.4 loss of anticipated savings.

8.8.5 loss of use or corruption of software, data or information.

8.8.6 loss of or damage to goodwill; and

8.8.7 indirect or consequential loss.

8.9 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.10 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.11 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 1 months' written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

9.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

9.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 Without affecting any other right or remedy available to it, the

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Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

- 9.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 9.4.2 the Customer becomes subject to any of the events listed in clause 9.2.3 or clause 9.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them; and
- 9.4.3 the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 9.2.2.

10. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of the Contract:

- 10.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 10.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. GENERAL

- 11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 Assignment and other dealings.
 - 11.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - 11.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 11.3 Confidentiality.
 - 11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.
 - 11.3.2 Each party may disclose the other party's confidential information:
 - 11.3.2.1 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 11.3; and
 - 11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations

under the Contract.

11.4 Entire agreement.

11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

11.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 Severance. If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.8 Notices.

11.8.1 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 Order or Statement of Work, or if not email is specified, the email addresses commonly used between the parties.

11.8.2 Any notice shall be deemed to have been received:

- 11.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 11.8.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 11.8.2.3 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 11.8.2.3, business hours means 9.00am to 5.30pm Monday to Friday on a day that is not a public holiday in the place of receipt
- 11.8.3 This clause 11.8 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.

11.9 Third party rights.

11.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.10 Governing law. The Contract, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.11 Jurisdiction. Each party irrevocably agrees that the courts of



England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation

SCHEDULE ONE DATA PROTECTION DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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 Information Commissioner or other relevant regulatory authority and applicable to a party.

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.

1.3 Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

1.4 Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

(a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Data Protection Legislation to otherwise process that Personal Data. Where the Supplier is relying on Data Protection Legislation as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Data Protection Legislation unless the Data Protection Legislation prohibits the Supplier from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential. and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Data Protection Legislation to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 1.

1.5 The Customer consents to the Supplier appointing third-party processors of Personal Data under the Contract, as detailed in its privacy policy, or upon consent from time to time. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Schedule 1 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 1.5.

1.6 Either party may, at any time on not less than 30 (thirty) days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

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