

ENGAGE Transcribe

These Terms and Conditions ("T&C") is made and entered into as of _____, 2026 (the "Effective Date"), by and between _____ ("Client") with offices at _____, and The Stationery Office Limited ("TSO" or "Vendor") with offices at _____, pursuant to that certain _____ between Client and TSO, made and entered into as of _____, (the "Agreement").

1. DESCRIPTION OF ENGAGE TRANSCRIBE SERVICES.

Engage Transcribe Services as described below are to be performed for Client by TSO personnel located at Services Location ("**TSO Personnel**"). All such Services shall be provided subject to the terms of the Agreement, inclusive of this T&C, and shall be provided subject to and within the capacity of the TSO Personnel and the capabilities of TSO Resources (defined below) and the Client Resources (defined below), as applicable. All work output to be returned to Client in the performance of the Services is to be electronic.

- 1.1 **Standard Engage Transcribe Services.** The following Engage Transcribe Services may be performed by TSO Personnel utilizing TSO Resources.

1.1.1 ENGAGE Transcribe –Services consisting of:

- a) Transferring client audio files from the client source location to the ENGAGE Transcribe service
- b) Transcription or digital dictation of mp3,.m4a,.mp4,.wav,.wma,.avi,.mpeg,.mov,.flac formats digital dictation in .dss, .ds2, .mp3, mp4 or .wav formats
- c) Performing machine transcription service via ENGAGE Transcribe.
- d) Providing Engage Transcribe Services including quality check, branding, formatting and revisions is to be conducted by the TSO FTEs as outlined in Schedule 3 (Staffing) of T&C.
- e) Client requestor may choose to waive Quality Assurance, and such instruction must be provided in writing
- f) Providing completed transcripts in a digital format to client according to specified instructions i.e. PDF, DOCx, SRT

2. TERM

This T&C shall be for a term commencing on _____ and terminating on _____, ("**Initial Term**") unless earlier terminated as provided for in the Agreement. Client shall give written notice to TSO at least ninety (90) days prior to the expiration of the Initial Term, or any extension thereof, as to whether Client intends to renew this T&C. The Initial Term and each extension term shall be referred to as the "**Term**". If Client notifies TSO of its intent to renew this T&C as set forth herein, the Parties shall negotiate in good faith any changes or modifications to the terms, conditions and prices requested by either Party. If the Parties agree to such changes, the Parties shall execute an amendment to this T&C, and the Term shall be extended as agreed upon by the Parties. If the Parties have not executed an amendment by the expiration of the Term, this T&C shall continue on a month-to-month basis, terminable by either Party on at least thirty (30) days prior written notice to the other Party, and upon such termination, Client shall promptly pay all charges accrued but unpaid as of the date of termination. In the event that Client does not request Services from TSO for a period in excess of twelve (12) months, the Agreement will terminate without notice to Client. Client shall still be responsible for all unpaid invoices accrued through the date of termination.

3. RESOURCES.

3.1 **"Client Resources"** shall mean: the Client provided and maintained virtual desktop infrastructure / secure remote vendor access environment (e.g. VMWare, Citrix) ("**Client Access Environment**"), and any of Client's equipment, software (including webmail, if agreed in this T&C), IT networks and data/communications systems provided by or on behalf of Client to TSO for its use via the Client Access Environment, in connection with the Services provisioned according to Section 1.1 of this T&C above. For clarity, Client Resources shall also include all software, operating software licenses, software upgrades, patches, software security and software maintenance required in maintaining the Client Access Environment to afford TSO Personnel the ability to access Client Resources required to perform the Services. All Client Resources shall be provided at no cost to TSO. Client represents and warrants that it has and shall maintain all necessary rights to grant such use to TSO and that the Client Resources are and will remain in good working order as long TSO is providing Services under the Agreement. TSO shall not be liable for any failure to provide the Services or achieve performance standards, if any, due to a breach by Client of its obligations herein or any failure and/or deficiency in any Client Resources. TSO shall instruct TSO Personnel to comply with Client's applicable workforce rules while utilizing Client Resources; provided such rules are provided in writing and do not impose a greater burden on TSO Personnel than they do on Client's own employees. Likewise, in the performance of the Services, TSO staff will master use of Client communications and document delivery systems.

3.2 **"TSO Resources"** shall mean: the equipment procured by TSO and dedicated to provide shared services for Client and TSO's other clients at the Services Location. For avoidance of doubt, only those services set forth as Standard Engage Transcribe Service as defined in 1.1 of this T&C are to be provided using TSO Third Party Software on TSO Equipment.

3.2.1 Standard TSO Third Party Software. In the delivery of the Services, TSO shall provide the following TSO Third Party Software at Services Location exclusively for TSO Personnel to use as part of its Standard Services offering. Any other TSO Third Party Software will be provided if explicitly set forth in this T&C, with associated fees.

- a) *Microsoft*: Word, Excel, PowerPoint, Visio
- b) *Adobe*: Acrobat Pro
- c) Appropriate remote desktop client where required i.e. Citrix

3.2.2 Standard TSO Equipment. In the delivery of the Services, TSO shall provide the following equipment at Services Location exclusively for TSO Personnel to use as part of its standard Services offering.

- a) Microsoft-supported operating system, patched monthly, with local disk encryption and centrally-managed anti-malware protection

3.2.3 TSO Proprietary Software: TSO shall use the following TSO proprietary software in its provision of Services to Client.

- a) ENGAGE
- b) ENGAGE Transcribe

4. WORK SCHEDULING.

4.1 For ad hoc Services, Jobs ("Jobs") are discrete work-unit Jobs performed ad hoc, by TSO Personnel as requested, provided on an "*as available / where available*" basis, each attached to an individual Job Request ("Job Request"). For ad hoc Services, the Services may be

available 24 hours a day / 7 days a week including holidays at the rates set forth in Section 11 of this T&C.

5. JOB WORKFLOW.

- 5.1 Client represents and warrants that it shall send or grant the TSO resources to collect the Client Data solely in accordance with the workflow set forth below. For clarity: (i) all Client Data will be submitted electronically; and (ii) nothing herein shall require TSO to modify its networks, systems, procedures, including TSO Resources, and / or Client Resources. Submission, completion, and return of discrete Jobs shall conform to the following workflow:
 - 5.1.1 Client submits Job Request to [portal] [or via email] [or via manual collection] or [via an integrated service] with instructions.
 - 5.1.2 TSO Personnel confirms receipt of Job and understanding of Job requirements and timeframes via portal, email.
 - 5.1.3 TSO Personnel completes Job.
 - 5.1.4 Upon completion of Job, TSO Personnel returns completed work to Client requestor via [portal] [or via email] [or via manual collection] or [via an integrated service]
 - 5.1.5 Job product will be in queue to be purged.

6. WORK PRODUCT VERIFICATION.

- 6.1 No Work Product Verification. Client acknowledges that the Services do not include Work Product verification. Client shall remain solely and exclusively responsible for verifying the accuracy and completeness of all Work Product produced by TSO prior to its use by Client, its clients, or third parties unless Client expressly requests for Work Product verification as outlined in 6.2 below. Subject to Section 6.2, Client acknowledges that TSO provides the services "as is," without warranty of any kind, whether express or implied, and disclaims all implied warranties, including (a) the implied warranties of merchantability or fitness for a particular purpose; and (b) any warranty with respect to the quality, accuracy, currency or completeness of the services, services output, or any other data or results obtained through the services; or (c) that use of services will be error-free, uninterrupted, or free from other failures. Client acknowledges that there are risks inherent in internet connectivity that could result in the loss of user data, Client content, confidential information, or other materials.
- 6.2 Work Product Verification. If Client expressly elects for Work Product verification which must be done by written email request, TSO shall be responsible for verifying the accuracy and completeness of all Work Product produced by TSO prior to its use by Client, its clients, or third parties. In this instance, TSO warrants that all Work Product delivered under this Agreement will conform to the applicable specifications, requirements, and acceptance criteria set forth herein and will be free from defects in workmanship. TSO also warrants that it will perform all work in a professional and workmanlike manner, in accordance with industry standards and best practices. Except as otherwise stated in this paragraph, TSO disclaims all warranties as stated in 6.1 above.
- 6.3 Client Approval Process. Upon completion of any Work Product, TSO shall submit such Work Product to Client for review and approval. Client shall have 5 business days to review the Work Product to confirm it meets the applicable specifications and requirements set forth in this Agreement and any applicable Statement of Work ("Approval Period").

- 6.4 Acceptance or Rejection. Within the Approval Period, Client shall either: (a) provide written notice of acceptance of the Work Product; or (b) provide written notice of rejection of the Work Product, along with reasonable detail of the deficiencies prompting the rejection ("Rejection Notice"). If Client fails to provide notice of acceptance or rejection within the Approval Period, the Work Product shall be deemed accepted.
- 6.5 Correction of Deficiencies. If Client provides a timely Rejection Notice, TSO shall correct the identified deficiencies and resubmit the Work Product within 10 business days of receiving the Rejection Notice. Client shall then have an additional Approval Period to review the corrected Work Product.
- 6.6 Remedies for Rejected Work Product. If TSO is unable to correct the Work Product to Client's reasonable satisfaction within the timeframe set forth in Section 6.5, Client may, at its election: (a) extend the timeframe for correction or (b) request a credit for the rejected portion of the Work Product.

7. PROCESSING PERSONAL DATA.

- 7.1.1 The Parties will comply with the terms of Schedule 1 (Data Protection Addendum) in so far as any Personal Data (As defined in Schedule 1) is processed or otherwise managed by TSO under this Agreement.
- 7.1.2 Each Party will be responsible for their own compliance as independent Data Controllers under the Data Protection Legislation.

8. WARRANTIES. TSO SHALL PERFORM THE SERVICES IN PROFESSIONAL AND WORKMANLIKE MANNER. TSO DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. RETENTION.

- 9.1.1 **Work Product on TSO Resources to be Purged.** Upon completion of a Job (as defined in the T&C), TSO Personnel shall deliver, electronically, the completed Job to Client, according to the Workflow set forth in the T&C. Upon Client's confirmation of receipt of completed Job, TSO shall close the Job Request (as defined in the T&C for Job and any and all work product will be purged in thirty (30) days. For avoidance of doubt, it is the Client's sole responsibility to maintain at all times copies / backups of work product content.
- 9.1.2 **No Back-Ups on TSO Resources.** For avoidance of doubt, Services herein do not include, and Client shall remain solely responsible for maintaining at all times, back-ups of the Client Data on TSO Resources (as defined in the T&C. TSO shall not retain and shall have no obligation to reconstitute Client Data to the extent that such data is destroyed, corrupted or degraded.

10. SERVICE RELIEF / REMEDIES. WHERE THERE ARE MATERIAL INACCURACIES OR INCOMPLETENESS IN THE SERVICES OR OTHER OBLIGATION FAILURES BY TSO, CLIENT SHALL BE ENTITLED TO REQUEST: (I) RE-PERFORMANCE OF THE DEFECTIVE SERVICES AT NO ADDITIONAL COST TO THE CLIENT; OR (II) WHERE RE-PERFORMANCE IS NOT PRACTICABLE, A SERVICE CREDIT IN THE AMOUNT OF THE PRO RATA FEES CHARGED FOR THE DEFECTIVE PORTION OF THE SERVICES. THESE FOREGOING REMEDIES ARE EXCLUSIVE AS THEY PERTAIN TO THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TSO'S ENTIRE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CLIENT AND ALL THIRD PARTIES FOR (I) ANY CLAIM SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT INVOICED CLIENT DURING THE MONTH IN WHICH THE EVENT OR OCCURRENCE GIVEN RISE TO THE CLAIM OCCURS, AND (II) ALL CLAIMS IN ANY MANNER RELATED TO THE AGREEMENT SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE FEES ACTUALLY PAID TO TSO BY CLIENT UNDER THE T&C ("AGGREGATE CAP"). THE AGGREGATE CAP IS CUMULATIVE FOR ALL CLAIMS IN ANY MATTER RELATED TO THE AGREEMENT AND IS NOT PER INCIDENT. IN NO EVENT SHALL TSO BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FROM BUSINESS INTERRUPTION, LOST BUSINESS OR PROFITS, COVER COSTS, OR LOSS AND / OR CORRUPTION OF DATA.

11. FEES AND PRICING

11.1 **Per recorded audio hour.** The Services shall be performed on a per recorded audio hour basis at the rates described below ("Fees"). Pricing provided for the Services addressed in this T&C, and described below, is effective for one year from the Effective Date; prices are subject to annual price adjustments by TSO one year from the Effective Date and on each subsequent anniversary of the Effective Date.

11.1.1 Fees for Transcription.

a)

11.1.1 Fees for Dictation.

a)

12. COUNTERPARTS; ELECTRONIC AND DIGITAL SIGNATURES

This Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this T&C delivered by facsimile, e-mail, or other means of electronic transmission ("pdf" or "tif") shall be deemed to have the same legal effect as delivery of an original signed copy of this T&C. In addition, each Party expressly agrees to the use and acceptance of electronic signatures, whether digital or encrypted, and that the electronic signature of a Party shall have the same force and effect as a manual signature.

IN WITNESS WHEREOF, the Parties have caused this T&C to be executed by their duly authorized representatives.

THE STATIONERY OFFICE LIMITED

[_____]

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

STATEMENT OF WORK ANNEX 1. DESCRIPTION OF PROCESSING

Categories of Data Subjects:	Employees of the Client who are authorized to send work under the Agreement. Any individuals named in any documents / files provided to TSO as part of the Engage Transcribe Services.
Categories of Personal Data:	Employee Names and Email addresses. Any information contained in any document / files provided to TSO as part of the Engage Transcribe Services.
Sensitive Data:	Only if information contained in any document / files provided to TSO as part of the Engage Transcribe Services.
The frequency of the processing and	Continuous for the lifetime of the Agreement.
Nature of the processing:	Processing operations required to provide/receive the Engage Transcribe Services as described in the Statement of Work.
Purpose(s) of the data processing:	To deliver the Services as set out in the Agreement or any completed Statement of Work.
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:	For the lifetime of the Agreement.

STATEMENT OF WORK ANNEX 2 – Additional Sub-Processors

[Explanatory note –remove any Sub-Processors that are not being used for this statement of work only - indicate 'None' if no variation from those listed in the Addendum]

Sub-Processor	Description of processing
AWS	Storage of information used in the Engage Transcribe Service In this engagement data will be stored in - The United Kingdom
TSO Group Global Shared Services Centers	In this Engagement the relevant Engage Transcribe Services location is - WL UK

SCHEDULE 1 DATA PROCESSING ADDENDUM –

This Data Processing Addendum (this “**Addendum**”) is subject to the terms of and forms part of the Agreement between TSO and the Client and governs TSO Processing of Personal Data on behalf of the Client where the Client is the Data Controller (Controller). All capitalized terms used and not otherwise defined in this Addendum shall have the meanings given such terms in the Agreement.

1.0 Definitions and Interpretation.

In this Addendum, the following terms will have the following meanings:

“Adequate Country”	a country or territory that is recognised under applicable Data Protection Legislation from time to time as providing adequate protection for Personal Data.
“Agreement”	Means the Agreement between TSO and the Client to which this Data Processing Addendum is attached together with all work orders, amendments, schedules and appendices (as applicable)
“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority”	have the meanings given to them in the Data Protection Legislation.
“Data Protection Authority”	The supervisory authority that has jurisdiction in the location that the Client is based and / or the Supervisory authority relevant to TSOs Processing of the Personal Data.
“Data Protection Legislation”	(a) the General Data Protection Regulation (EU 2016/679) (“EU GDPR”) and any legislation which amends, re-enacts or replaces it in the European Union (“EU”) or an European Economic Area (“EEA”) member state, together with any laws and regulations that replaces or amends any of these from time to time; and/or (b) the United Kingdom (“UK”) Data Protection Act 2018 and the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) (collectively

"UK GDPR"), together with any laws and regulations that replaces or amends any of these from time to time; and/or

"Data Subject Request"

a data subject's request to exercise that person's rights under Applicable Laws in respect of that person's Personal Data, including, without limitation, the right to access, correct, amend, transfer, obtain a copy of, object to the Processing of, restrict the Processing of or delete such Personal Data.

"EU GDPR"

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation).

"Restricted Transfer"

where the EU GDPR applies, a transfer of Personal Data via the Services from the EEA either directly or via onward transfer, to any country or recipient outside of the EEA not subject to an adequacy determination by the European Commission ("EU Restricted Transfer"); and/or

where the UK GDPR applies, a transfer of Personal Data via the Services from the United Kingdom either directly or via onward transfer, to any country or recipient outside of the UK not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018 ("UK Restricted Transfer") as amended from time to time.

"Services"

shall mean any agreed services or work contained in the Agreement or any applicable Schedule of Work or Work Order.

"Standard Contractual Clauses (SCCs):"

means the ICO's International Data Transfer Addendum to EU Commission Standard Contractual Clauses ("UK Transfer Addendum") and Module 2 of the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 ("EU SCCs") both of which shall have the effect as if they were set out in full in this agreement

"Sub-Processor"

means any third party engaged directly or indirectly by the Processor to process Personal Data under this Addendum in the provision of the Services to the Controller.

“UK GDPR”

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2.0 SCOPE

2.1 The Appendices form part of this Addendum and will have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Appendices, including those incorporated via inclusion in a Statement of Work.

2.2 Nothing in this Addendum reduces Client’s obligations under the Agreement, In the case of conflict or ambiguity between any of the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum will prevail; and

3.0 PROCESSING OF THE PERSONAL DATA

3.1 The scope of the Personal Data to be processed is set out in Appendix 2 of this Addendum.

3.2 The Client is the Controller for the Personal Data and TSO is the Processor for the Personal Data within the meaning of the Data Protection Legislation. References to Controller and Processor in this Addendum shall mean Client and TSO respectively. TSO agrees to Process the Personal Data only in accordance with the Data Protection Legislation and any other laws and regulations for so long as and to the extent that they apply to either Party.

3.3 The Parties acknowledge that the Processor may process Personal Data on behalf of the Controller during the Term of this Agreement or so long as Services are provided by Client pursuant to the terms of the Agreement. A description of the Personal Data and the Processing activities undertaken by the Processor is set out in Part 1 to Appendix 1 of this agreement or in the Annexes any relevant Statement of Work.

3.4 To the extent that TSO processes Personal Data on behalf of the Controller in connection with this Agreement, the Processor shall:

3.4.1 solely process the Personal Data for the purposes of fulfilling its obligations under this Agreement and in compliance with the Controller’s written instructions as set out in this Addendum, any relevant Statement of Works, and as may be specified from time to time in writing by the Controller;

3.4.2 notify the Controller as soon as practically possible if any instructions of the Controller relating to the Processing of Personal Data are unlawful;

3.4.3 assist the Controller in ensuring compliance with the obligations set out in the Data Protection legislation taking into account the nature of the data Processing undertaken by the Processor and the information available to the Processor; and

3.4.4 keep all Personal Data it receives, stores and collects from the Client strictly confidential (subject to any confidentiality provisions in the Agreement). The Processor must not disclose any Personal Data to any third party without the express written permission of Company, except that it may disclose the Personal Data to its employees, agents and Sub-Processors who need access to the Personal Data strictly in connection with discharging its obligations under this Agreement or and the applicable Statement of Work and provided that such persons are made aware of the confidential nature of the Personal Data, are expressly bound by confidentiality obligations at least as stringent

as this Clause 3 and have undergone training in data protection and in the care and handling of Personal Data.

4.0 SUB-PROCESSORS

4.1 The Processor shall not engage with any new Sub-Processor to carry out any Processing of Personal Data without the prior written consent of the Controller. Prior to permitting a Sub-Processor to process Personal Data the Processor will enter into a contract with the Sub-Processor that imposes on the Sub-Processor the materially similar obligations as those to which the Processor is subject under this Addendum.

4.2 The Controller hereby approves of the Sub-Processors listed in Part 3 of Appendix 1 and gives the Processor general authorisation to replace any of its Sub-Processors or to add a new Sub-Processor that provides materially similar services.

4.3 The Controller hereby approves the use of any TSO group companies as Sub Processors in the provision of the Services provided the requirements of this section 5 have been complied with.

4.4 Those Sub-Processors approved as at the commencement of this Agreement are as set out in Part 3 of Appendix 1 of the Addendum.

5.0 INTERNATIONAL DATA TRANSFERS

5.1 Unless otherwise instructed the Processor will only process, or permit the Processing, of the Personal Data outside the EEA/UK under the following conditions:

5.1.1 the Processor or Sub-Processor is Processing the Personal Data in an Adequate Country; or

5.1.2 the Processor participates in a valid cross-border transfer mechanism under the Data Protection Legislation; or

5.1.3 the transfer otherwise complies with the Data Protection Legislation.

5.1.4 TSO has entered into an intragroup data sharing agreement incorporating the SCCs to allow for transfer of information between TSO entities for the Provision of services. The TSO entities that the Controller permits to be used in the provision of the Services are detailed in Appendix 1

6.0 SECURITY MEASURES

6.1 The Processor shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful Processing, loss, destruction or damage and the nature of the Personal Data to be protected, including without limitation, all such measures that may be required to ensure compliance with Article 32 of the UK GDPR.

6.1 Specific agreed minimum security measures are listed at Appendix 1 Part 2.

7.0 DATA SUBJECT REQUESTS

7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request and:

7.1.1 Ensure that it does not respond to that request except on the documented instructions of the Controller or as required by Applicable Laws, in which case the Processor shall to the extent permitted

by Applicable Laws inform the Controller of that legal requirement before the Processor responds to the request; and

7.1.2 Taking into account the nature of the data Processing activities undertaken, provide reasonable assistance and co-operation to enable the Controller to fulfil its obligations to respond to Data Subject Requests.

8.0 DATA BREACHES

8.1 The Processor agrees to notify the Client on becoming aware of a Personal Data Breach. The Processor shall provide this notice to the Client as soon as practically possible, which in no event shall be longer than 48 hours after having reason to believe that a Personal Data Breach may have occurred.

8.2 After providing such notice, the Processor will investigate the Personal Data Breach, take reasonable steps to eliminate or contain the exposures that led to such Personal Data Breach, and keep the client advised of the status of such Personal Data Breach.

8.3 Unless otherwise required by the Data Protection Legislation, prior to giving notice of a Personal Data Breach affecting Client Data to any regulatory authority, any individual, or any third party of any actual or potential Personal Data Breach, the Processor will consult with the Client.

9.0 DATA PROTECTION IMPACT ASSESSMENTS

9.1 The Processor shall provide input into any data protection impact assessments in relation to the Processor's data Processing activities when providing the Services.

10.0 DELETION OR RETURN OF DATA

10.1 Upon termination of this Agreement, at the choice of the Controller, the Processor shall delete securely or return all Personal Data to the Controller and delete all existing copies of the Personal Data unless and to the extent that the Processor is required to retain copies of the Personal Data in accordance with Applicable Laws in which case the Processor shall notify the Controller in writing of the Applicable Laws which require the Personal Data to be retained. Any retained Personal Data shall remain subject to the terms of this Addendum and the Agreement.

10.2 In the event that the Personal Data is deleted or destroyed by the Processor, the Processor shall provide the Controller with a certificate of destruction evidencing that the Personal Data has been destroyed or deleted.

11.0 AUDITS

11.1 The Processor shall make available to the Controller information reasonably necessary to demonstrate compliance with the obligations set out in this Addendum and allow for and contribute to audits (as more fully described in 11.2), including inspections, conducted by or on behalf of the Controller.

11.2 Upon reasonable notice to the Processor, the Processor will permit the Controller, its auditors, designated audit representatives, and regulators, including data protection authorities, during normal business hours and no more than once in any 12 month period, to audit and inspect:

11.2.1 the Processor's facilities where Personal Data is Processed; and

11.2.2 the Processor's security practices and procedures, data protection practices and procedures. The audit and inspection rights hereunder will be for the purpose of verifying the Processor's compliance with this Agreement and the Data Protection Legislation.