TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 8* (LIMITATION OF LIABILITY).

Interpretation

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

Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

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 Services. The charges are set out in the Order or, if none, in the Supplier's price list at the Effective Date displayed at *WeAreRebbles.co.uk/pricelist*

Conditions: these terms and conditions as varied in accordance with clause 0.

Confidential Information: information that one party discloses or makes available to the other party (**recipient**) in connection with the Contract and which would be regarded as confidential by a reasonable business person. It does not include information that the recipient already knew, is or becomes public through no fault of the recipient, is independently developed by the recipient, or is rightfully given to the recipient by a third party without confidentiality obligations.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services, comprising the Order and these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls** and **controlled** shall be interpreted accordingly.

Customer: the person who purchases Services and/or Goods from the Supplier.

Customer Default: has the meaning set out in clause 0.

Customer Materials: all documents, information, software, and other materials (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services.

Data Protection Laws: all applicable laws and regulations relating to the protection of personal data and the privacy of individuals.

Deliverables: the deliverables set out in the Order.

Effective Date: has the meaning given in clause 0.

Goods: the goods set out in the Order or if one is provided, the Order Confirmation.

IPRs: patents, copyright, trade marks, business names and domain names, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and all similar or equivalent rights or forms of protection anywhere in the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Order: the order form, written acceptance of the Supplier's quotation, or other document sent by the Customer to the Supplier requesting the supply of Services and/or Goods.

Order Confirmation: a written summary sent by the Supplier to the Customer setting out the Services and Charges agreed between the Supplier and Customer.

Services: the services set out in the Order or if one is provided, the Order Confirmation.

Supplier: REBBLES LIMITED registered in England and Wales with company number 07533288.

Interpretation

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to legislation or a legislative provision:

is a reference to it as it is in force as at the Effective Date; and

includes all subordinate legislation made as at the Effective Date under that legislation or legislative provision.

References to **include** or **including** are interpreted as being without limitation.

A reference to **writing** or **written** includes email but not fax.

Basis of contract

Each Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

The Supplier is free to accept or reject each Order at its absolute discretion. An Order will only be deemed to be accepted by the Supplier when the Supplier issues written acceptance of the Order at which point and on which date the Contract comes into existence (**Effective Date**).

Any descriptions or illustrations contained in the Supplier's advertising, brochures or other marketing collateral are provided for the sole purpose of giving an approximate idea of the Services and do not form part of the Contract or have any contractual force.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate. The Customer waives any right it might have to rely on any term

endorsed upon, delivered with or contained in any document of the Customer that is inconsistent with these Conditions.

Any quotation given by the Supplier does not constitute an offer to enter into a contractual arrangement capable of acceptance by the Customer.

If there is any conflict or inconsistency between any of the provisions in these Conditions and the provisions of an Order, the provisions of these Conditions prevail.

Supply of Goods

The Goods are described in the Order Confirmation.

The Supplier reserves the right to amend the Goods ordered if required by any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.

Delivery of Goods

The Supplier shall ensure that:

each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location.

Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by events, circumstances or causes outside its reasonable control, or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in

the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a events, circumstances or causes outside its reasonable control, or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready for delivery, then except where such failure or delay is caused by events, circumstances or causes outside its reasonable control or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Quality of Goods

The Supplier warrants that on delivery the Goods shall:

conform in all material respects with their description; and

be free from material defects in design, material and workmanship.

Subject to clause 0, if:

the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 0;

the Supplier is given a reasonable opportunity of examining such Goods; and

the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option and to the extent that it agrees that such Goods do not comply with the warranty set out in clause 0, repair or replace the defective Goods, or refund the price of the defective Goods in full.

The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 0 if:

the Customer makes any further use of such Goods after giving a notice in accordance with clause 0;

the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

the defect arises as a result of the Supplier following any drawing, design or specification supplied by or on behalf of the Customer;

the Customer alters or repairs such Goods without the written consent of the Supplier;

the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

Except as provided in this clause 0, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 0.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

Title and risk

The risk in the Goods shall pass to the Customer on completion of delivery.

Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

Until title to the Goods has passed to the Customer, the Customer shall:

store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

notify the Supplier immediately if it becomes subject to any of the events listed in **Error! Bookmark not defined.Error! Reference source not found.** to **Error! Bookmark not defined.Error! Reference source not found.**; and

give the Supplier such information as the Supplier may reasonably require from time to time relating to:

the Goods; and

the Customer's ongoing financial position.

At any time before title to the Goods passes to the Customer, the Supplier may:

require the Customer to deliver up all Goods in its possession and control that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored, to recover them.

Supply of Services

The Supplier shall supply the Services to the Customer from the Effective Date in accordance with the Contract in all material respects.

The Supplier shall perform the Services with reasonable care and skill.

The Supplier shall perform the Services in a timely and professional manner. The Supplier shall use reasonable endeavours to meet any performance dates specified in the Contract but these dates are estimates only. Time is not of the essence for the performance of any of the Supplier's obligations in the Contract.

In performing the Services, the Supplier shall comply with all applicable laws and regulations.

The Supplier may suspend the provision of any Services or modify the specification for any Services if necessary to comply with any applicable law or regulatory requirement. The Supplier shall notify the Customer if it does so.

Customer obligations

The Customer shall:

co-operate with the Supplier in all matters relating to the Services and ensure that its other suppliers co-operate with the Supplier where reasonably necessary;

provide the Supplier and its subcontractors with access to the Customer's premises and other facilities as reasonably required by the Supplier for the performance of the Services;

provide the Supplier with all information and materials as the Supplier may reasonably require to supply the Services, and ensure that:

they are accurate and complete in all material respects; and

all electronic files used to provide them are free from malware and other harmful code; and

comply with all applicable laws and regulations in its performance of the Contract.

To the extent that the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or any of its agents, consultants or other suppliers (**Customer Default**), the Supplier shall not be in breach of the Contract nor liable for any Losses incurred by the Customer as a result of its performance being prevented or delayed. The Customer shall reimburse the Supplier on written demand for any Losses incurred as a result of the Customer Default.

Charges and payment

In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 0.

Where the Charges are calculated on a time and materials basis:

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 a Business Day (**Business Hours**). The Supplier may charge on a pro rata basis for part days worked by Supplier personnel during Business Hours; and

the Supplier may charge for work outside Business Hours at the overtime rate of:

150% of the daily fee rate on a pro-rata basis on weekdays; and

200% of the daily fee rate on a pro-rata basis on weekends.

The Customer shall reimburse the Supplier for:

any expenses reasonably incurred by Supplier personnel in the performance of the Services, including travel, hotel, subsistence and other ancillary expenses; and

the cost of any materials or services procured by the Supplier from third parties for the performance of the Services.

The Supplier may increase the Charges with effect from each anniversary of the Effective Date in line with the percentage increase in the Consumer Price Index during the previous six months.

The Supplier shall invoice the Customer for the Charges on the schedule set out in the Order or if one is provided, the Order Confirmation. Where no schedule is specified, the Supplier shall invoice the Customer for the Charges at the end of each month for Services performed during that month.

The Supplier shall invoice the Customer monthly in arrears for expenses and third party costs.

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

7 days of the invoice date for recurring monthly payments; and

30 days of the invoice date for all other payments,

to a bank account nominated in writing by the Supplier.

All sums payable by the Customer exclude value added tax (**VAT**).The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier any additional amounts in respect of VAT as are chargeable on those sums.

Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to make a payment due to the Supplier under the Contract by the due date:

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 0 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

the Supplier may suspend all or part of the Services until payment has been made in full; and

the Supplier may withdraw the Customer's entitlement to any credit or discounts or other benefits that apply to the relevant Order and reclaim any discounts or other benefits previously provided to the Customer in connection with that Order.

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).

Intellectual property rights

All IPRs arising out of or in connection with the Services shall be owned by the Supplier. This includes all IPRs in the Deliverables, excluding any Customer Materials contained within them.

Subject to the Supplier receiving payment of all Charges attributable to the Deliverables, the Supplier grants to the Customer a non-exclusive, royalty-free, non-transferable (except in accordance with clause 0), perpetual licence to use copy and modify the Deliverables for the purpose of receiving and exploiting the Services and Deliverables in its business.

The Customer may sublicense the rights granted in clause 0 to:

its Affiliates; and

other third parties with the Supplier's prior written consent.

The Customer and its licensors retain ownership of all IPRs in the Customer Materials. The Customer grants the Supplier a non-exclusive, royalty-free licence (with the right to grant sublicences) to use, copy and modify the Customer Materials during the term of the Contract

for the purpose of providing the Services to the Customer. The Customer warrants and represents that the Supplier's use of the Customer Materials in the performance of the Services will not infringe the rights of any third party.

The Supplier shall indemnify the Customer against all sums awarded against the Customer by a court as a result of any claim that the supply, receipt or use of any of the Deliverables infringes the IPRs of any third party. The Supplier will not be liable under this indemnity to the extent that the actual or alleged infringement arises from:

any changes made to the Deliverables without the Supplier's prior written consent;

instructions, information or materials (including Customer Materials) provided by the Customer for the development of the Deliverables; or

the use of the Deliverables for a purpose or in a manner not authorised by the Supplier or the failure of the Customer to adhere to the Supplier's instructions for the use of the Deliverables.

The Customer shall indemnify the Supplier against all Losses incurred by the Supplier as a result of any claim that the supply, receipt or use of the Customer Materials infringes the IPRs of any third party. The Customer shall not be liable under this indemnity to the extent that the actual or alleged infringement arises from the use of the Customer Materials for a purpose not authorised by the Customer.

Data protection

Each party shall comply with Data Protection Laws in its processing of personal data under or in connection with the Contract.

If the Supplier processes any personal data on behalf of the Customer under or in connection with the Contract, the terms set out in Schedule 1 will apply.

Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

The following definitions apply in this clause 0:

default: any act or omission resulting in one party incurring liability to the other; and

liability: every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.

Nothing in the Contract limits or excludes:

liability for deliberate default;

liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;

liability for fraud or fraudulent misrepresentation;

liability for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

defective products under the Consumer Protection Act 1987;

any liability that cannot legally be limited; or

either party's liability for its payment obligations under the Contract.

Subject to clause 0, each party's total liability:

under the indemnity it gives in clause 0 shall not exceed 100% of the Charges payable to the Supplier under the Contract;

under clause 0 and Schedule 1 shall not exceed 100% of the Charges payable to the Supplier under the Contract; and

for all other loss or damage shall not exceed 100% of the Charges payable to the Supplier under the Contract.

Subject to clause 0, neither party shall have any liability for:

loss of profits (including loss of anticipated savings);

loss of business or business opportunity;

loss of use or corruption of software, data or information;

loss of or damage to goodwill; or

indirect or consequential loss.

Subject to clause 0, the Supplier shall not be liable for any Losses incurred by the Customer as a result of:

using draft Deliverables as finished work without the Supplier's prior written approval; or

using the Deliverables for any purpose other than that for which they were intended.

Subject to clause 0, all conditions, warranties, representations or other terms that might otherwise be implied into the Contract by statute, common law, course of dealing, trade usage or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

Termination

Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than 3 months' written notice to the other party.

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

the other party is in material breach of the Contract where:

the breach is not capable of remedy; or

the breach is capable of remedy and is not remedied within 30 days by the other party after being notified to do so;

the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, 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), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 0;

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

the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

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

Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or further delivery of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, or the Supplier reasonably believes that the Customer is about to become, subject to any of the events listed in clause 0, clause 0 or clause 0.

Consequences of termination

On termination of the Contract:

the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, where no invoice has been submitted for Services supplied, the Supplier may submit an invoice, which shall be payable by the Customer in accordance with clause 0; and

except as otherwise set out in these Conditions, each party shall promptly destroy or return to the other party (as instructed by the other party) all materials and other property in its possession or control that belong to the other party and were supplied in connection with the Contract.

Termination of the Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract will remain in full force and effect, including clause 0, clause 0, this clause 0, clause 0 and paragraph 2.3(f) of Schedule 1.

General

Force majeure. Neither party will be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.

Assignment and other dealings.

Subject to clause 0 and clause 0, neither party shall assign, novate, transfer, 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 without the prior written consent of the other party (consent not to be unreasonably withheld or delayed).

Either party may, after giving prior notice to the other party, assign, novate or transfer any of its rights and obligations under the Contract to:

an Affiliate of that party from time to time; or

any person to which it transfers that part of its business to which the Contract relates,

provided that doing so will not materially affect the performance of the Contract.

The Supplier may subcontract or delegate any or all of its obligations under the Contract to any third party, provided that it:

only subcontracts or delegates obligations to reputable third parties; and

remains responsible for the performance of the Contract and liable for all acts and omissions of third parties to which it subcontracts or delegates obligations as if they were its own.

Confidentiality.

Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 0.

Each party may disclose the other party's Confidential Information:

to its and its Affiliates' employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract (**Representatives**). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 0; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

Entire agreement.

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

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.

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

Waiver. A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict any further exercise of that or any other right or remedy.

Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract.

Notices.

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 to its registered office (if a company) or its principal place of business (in any other case); or

sent by email to its primary contact for the Contract (or to any substitute address as it may have notified to the other party in accordance with this clause 0).

Any notice will be deemed to have been received:

if delivered by hand, at the time the notice is left at the proper address;

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

if sent by email, at the time of transmission or, if this time falls outside business hours, when business hours resume. In this clause 0, **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.

This clause 0 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Third party rights. 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.

Relationship of the parties. Nothing in these Conditions is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Governing law and jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 Data protection

1. Definitions

1.1 Words and phrases which have defined meanings in Data Protection Law have the same meaning when used in these Conditions.

1.2 **Customer Personal Data**: any personal data which the Supplier processes in connection with the Contract on behalf of the Customer in the capacity of a processor.

2. Terms

2.1 Without prejudice to clause 0, the Customer shall ensure that it has all necessary consents and notices in place to enable the Customer Personal Data to be lawfully transferred to or collected by the Supplier, and further processed by the Supplier, in connection with the performance of the Contract.

2.2 In relation to the Customer Personal Data, the scope, nature, purpose and duration of processing by the Supplier and the types of personal data and categories of data subject are set out as follows:

(a) **Subject matter:** the Supplier's provision of the Services to the Customer.

(b) **Nature and purpose of processing:** the Supplier will process Customer Personal Data for the purposes of providing the Services to the Customer in accordance with the Contract.

(c) **Duration of processing:** the term of the Contract plus the period from the end of the term until the deletion or return of all Customer Personal Data by the Supplier.

(d) **Types of personal data:** include names and contact details.

(e) **Categories of data subject:** include employees of the Customer.

2.3 The Supplier shall:

(a) process Customer Personal Data only on the documented instructions of the Customer, which are to process the Customer Personal Data as necessary to provide the Services (**Purpose**), unless the Supplier is required by applicable law to otherwise process that Customer Personal Data. Where the Supplier is relying on applicable law as the basis for processing Customer Personal Data, the Supplier shall notify the Customer of this before performing the processing unless prohibited from doing so by applicable law. If the Supplier believes that any instruction received from the Customer is likely to infringe applicable laws, the Supplier shall inform the Customer and may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;

(c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data are obliged to keep that personal data confidential;

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject, and in ensuring the Customer's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other regulators, in relation to Customer Personal Data;

(e) notify the Customer without undue delay on becoming aware of a personal data breach in relation to the Customer Personal Data;

(f) at the written direction of the Customer, delete or return to the Customer all Customer Personal Data on termination of the Contract unless the Supplier is required by applicable laws to continue to process that Customer Personal Data. Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

(g) make available information to the Customer to demonstrate its compliance with this Schedule 1, and allow for audits by the Customer (or its designated professional auditors) for this purpose on reasonable notice, provided that the Supplier is not obliged to allow more than one audit in any 12-month period of the Contract or make available any information that concerns any other customer of the Supplier or could compromise the security of the Supplier's systems or cause it to breach any legal obligation. The Supplier is not obliged to grant access to any third party auditor until that auditor signs a confidentiality agreement with the Supplier on terms reasonably satisfactory to the Supplier.

2.4 The Customer provides its prior, general authorisation for the Supplier to:

(a) appoint processors to process the Customer Personal Data, provided that the Supplier:

(i) ensures that the terms on which it appoints any processor comply with Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Schedule 1;

(ii) remains responsible for the acts and omissions of any processor as if they were the acts and omissions of the Supplier; and

(iii) informs the Customer of any intended changes concerning the addition or replacement of processors after the Effective Date, giving the Customer the opportunity to object to changes. If the Customer objects to a change and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Law, the Customer shall indemnify the Supplier for any Losses incurred by the Supplier in accommodating the objection; and

(b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the Commissioner (where the UK GDPR applies to the transfer) or any other applicable data protection regulator.