

1. GENERAL

These terms and conditions are deemed to be incorporated in every contract entered into with UK Marketing Management Ltd save where expressly varied in writing by the parties and supersede any buyer, licensee or renters Terms and Conditions.

2. DEFINITIONS

In these terms and conditions which expression includes the Schedule and Appendices hereto the following words and expressions have the meanings set out below, unless the context requires otherwise:

- In these conditions "UKMM" means UK Marketing Management Ltd.
- "Order Date" means the date you place an order for the Data or email broadcast.
- "Data" means information of any kind, however presented whether comprising words, numbers, graphs, maps, pictures, sketches or otherwise in any other form and whether or not the Data which is supplied or made available by us, as the same is more particularly described in the Order Confirmation form herewith;
- "Services" means any products, materials or services supplied by UKMM or its duly appointed Third Party Agent or Data Supplier;
- "Brokering" means UKMM acting on behalf of the Data Supplier;
- "Data Supplier" a party who has supplied all or part of the Data to us with the right to sell its use or to carry out an email broadcast;
- "Data Controller" determines the purposes for which, and manner in which processed data is processed.
- "Data Processor" processes data on behalf of the Data Controller in accordance with Section 1 of the Data Protection Act and the GDPR
- "GDPR" means the General Data Protection Regulation
- "Legitimate Interest" means the legitimate interest of You as the Data Controller to process personal data for Direct Marketing purposes in accordance with the GDPR.
- "Direct Marketing" means any form of telephone sales, telephone marketing, direct mail, e-mail marketing, market research or use of circulation list or fax marketing which is targeted at the end user or business;
- "Material" means any lists of email addresses and any other information or Data or compilations of data supplied by UKMM and includes any email lists, documents, labels, computer discs, tapes, printouts-outs or other items on which such information is set out or in the form in which it is stored, displayed, contained, compiled or transferred.
- "Eternal Use" means you have bought the Data outright with no restrictions from the Data Suppliers
- "Purchase fee" means the total monetary value of the invoice for the data and services.
- "Third Party" means any individual, partnership, body corporate or other undertaking including any employees, principals, agents clients or associated companies of you or us (as the context requires);
- "we" or "us" or "our" means UK Marketing Management Limited;
- "you" or "your" means you, "the buyer".

3. Data Purchase

Where the Data is bought outright, the following terms apply:-

3.1 The data may be bought and used by the Buyer strictly in accordance with the provisions set out in the Order Confirmation hereto for Direct Marketing only

3.2 In consideration for the order, the buyer will pay the purchase fee as set out in the Order Confirmation

3.3 The purchase fee does not include delivery, packing and insurance except where we indicate otherwise.

3.4 The time of payment of the purchase fee shall be essential to this purchase. All payments shall be made in full without deduction in respect of any set-off or counterclaim. Rights of ownership do not pass to the buyer without full payment.

3.5 Unless otherwise expressly stated in writing payment of the full purchase fee shall be due to us on the date of the invoice.

3.6 We are entitled to charge VAT at the current rate from time to time whether or not it is included in the quotation or invoice.

3.7 If you fail to make payment of the purchase fee by the due date, then without prejudice to any other right or remedy available to us, we shall be entitled to charge interest at the rate of 5% above NatWest Bank Plc. base rate, from the date of invoice, until you pay in full, calculated on a daily basis.

3.8 Without prejudice to our other rights, failing to make any payments due to us will entitle us, at our sole discretion, to suspend this purchase without incurring any liability to you for any loss caused by any such suspension.

3.9 You agree to a small number of seed names being included in the data to monitor usage.

3.10 Quotations for the number of records included in the Data are approximate only and may change without notice.

3.11 Where UKMM is brokering the Data on behalf of the Data Supplier it accepts no personal responsibility for any such Data. UKMM relies upon the description of the Data accorded to it by the Data Supplier. Whilst every effort is made to supply accurate information, UKMM does not guarantee results of any mailing, telephone campaign, fax or email broadcast in the event of failure

4. DELIVERY

4.1 Delivery dates are estimates given by UKMM or the Data Supplier in good faith at the time of contact but are not guaranteed and are subject to change without notice. UKMM uses its best endeavors to meet all delivery dates

4.2 If we agree with you to deliver the Data any cost of carriage, package, postage and insurance in transit will be added to the purchase fee and you must notify us in writing within 7 days of delivery of any shortage of or damage to the Data.

4.3 The right to use the Data shall pass upon payment by you and not delivery by UKMM.

5. PAYMENT

5.1 VAT will be payable upon the price of Data and Services whether or not mentioned.

5.2 100% of the price along with the VAT on such will be paid by you upon the placing of the order.

6. PRICES

Unless UKMM otherwise agrees in writing:

6.1 All prices charged for data and services will be in accordance with UKMM pricing documentation, and any errors or omissions are exempt. You will have been provided with such pricing prior to the order and are deemed to have knowledge thereof.

6.2 Prices quoted prior to acceptance of the order are subject to alteration without notice.

6.3 Additional charges shall be payable for limited or additional Services.

6.4 All handling and delivery are charged to you.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The copyright and/or data base right and all other intellectual property rights in the Data are, shall be and remain our property, or the property of our Data Supplier.

7.2 Where any of the Data is derived from information supplied to us by a Data Supplier you acknowledge the rights of the Data Supplier and that you will not acquire any rights in relation to such information derived from the Data Supplier's database or other intellectual property rights including, without limitation copyright, data base right, trademarks, service marks or get up other than expressly granted in this License.

8 CONFIDENTIALITY

8.1 We acknowledge a duty not to disclose without your permission any confidential information resulting from studies or surveys commissioned and paid for by you and any data given to us by you concerning your customer and prospect database.

8.2 Any information and documents (including financial information and information relating to our intellectual property) disclosed by us to you shall be and remain confidential and you shall not disclose it to any person without our written authority.

8.3 The Data supplied to you under this purchase is supplied in strict confidence and for your internal business use only. You warrant and undertake not to transmit or otherwise reveal such information to any person not employed in your own business in any form or manner. You may, with our prior written consent supply lists of addresses or parts of such lists to agents for addressing correspondence provided that you procure that any such agents comply with all the restrictions contained in these Terms and Conditions. You will not without our

prior written consent ask for the Data knowingly for the use of others or willfully or negligently permit such requests to be made by others.

8.4 You may not make any copies of the Data other than one copy of the Data for archiving purposes. You must store the Data separately from other data in a secure environment. You must not permit any other person to copy the Data.

8.5 You may disclose part of the Data to any of your customers only as necessary to do so by law. You agree to indemnify us on a full and unqualified basis for any loss or damage whatsoever caused by breach of this clause by you.

8.6 You warrant that you will inform all persons employed by you who have access to the Data of the restrictions and obligations under the terms of this purchase and procure compliance by them.

8.7 You will keep the Data confidential and require your employees to do likewise. You will at all times take all reasonable steps in relation to your employees, authorized or duly appointed agents to ensure that no Third Party reproduces or publishes the Data. You will neither during nor after the subsistence of this License, disclose the Data to your customers or any Third Party except in accordance with the terms of this purchase.

8.8 Your obligations of confidentiality set out in this purchase shall not apply to any information, which was already legitimately in the possession of the recipient, or is subsequently obtained from a Third Party which did not obtain the same under conditions of confidentiality.

8.9 You agree to notify us immediately upon becoming aware of any unauthorized use of the Data.

9 RESTRICTIONS

9.1 You will ensure the Data is not used as a component of a product marketed by you to compete with a product of ours or of a Data Supplier and in particular will not use or permit the use of the Data for any purposes connected with the business of publishing directories (local, regional or national) on printed or electronic media whose content is primarily either classified advertising or "white pages" (ie name, address, telephone number data) listings or to provide or enable the provision of a telephone directory enquiry service to the general public.

9.2 You may use the Data only for Direct Marketing or Research purposes and are not permitted to include the Data in any product or service that you sell.

9.3 We may mark the Data to show our and our Data Supplier's proprietary rights in respect of the Data by, for example, placing notices of our or the Data Supplier's copyright conspicuously on products incorporating the Data. You will ensure that such notices remain incorporated.

9.4 We and/or the Data Supplier may insert a number of seed (dummy) records into the Data for the purpose of ensuring that no breaches of this purchase occur and you agree not to delete or alter such records.

10 ADVERTISING STANDARDS AND DATA PROTECTION

10.1 We will endeavour to comply with the British Codes of Advertising and Sales Promotion and with the DMA UK Direct Marketing Code of Practice and other codes of advertising standards laid down on a self-regulatory basis.

10.2 Nothing in these Terms relating to the confidentiality or secrecy of the Data shall prevent or hinder either us or you from complying with our legal obligations as to disclosure or otherwise under the Consumer Credit Act 1974 and the Data Protection Act 1998 and GDPR 2016.

10.3 You will ensure that any use to which the Data is put complies with the current regulations of the Post Office and the Universal Postal Union and with the current codes of practice of any applicable regulatory bodies.

10.4 You will provide a list warranty confirming that any data supplied to us has been appropriately obtained and is registered under and complies with PECR and GDPR.

11. WARRANTY

11.1 We warrant that any services we provide to you will be provided in a good and workmanlike manner. Where the Material is a disk or tape, we warrant that the disk or tape will be free from material defects in material and workmanship for a period of 90 days from delivery. We will replace free of charge any disk or tape which is defective if you return the disk or tape to us at your risk and expense within the 90- day period. We are not liable for any defect if it is caused by wear and tear, or intentional damage, or failure to follow instructions. We do not warrant that the Data shall be fit for any particular purpose.

12 LIMITATION OF LIABILITY

12.1 Time for us to perform any obligations is not and may not be made of the essence.

12.2 Notwithstanding anything contained in this purchase, except in respect of death or personal injury caused by our negligence, we will not be liable for any consequential, economic, or indirect loss including but not limited to loss of profits, loss of revenue, loss of contracts, loss of anticipated savings, arising in any way in connection with the supply or non-supply of the Data to you.

12.3 Whilst we attempt to ensure that the Data is accurate and complete, by reason of the immense quantity of matter dealt with in providing and in compiling the Data and the fact that part of the Data may be supplied by sources not controlled by us, which cannot always be verified, as well as the possibility of negligence or mistake, we do not guarantee the correctness or accuracy of the Data and you agree not to hold us responsible for any error therein or omissions therefrom.

12.4 Save in respect of death or personal injury due to our negligence for which no limit shall apply, our aggregate liability under this License for any one cause of action or series of connected causes of action shall not exceed the purchase fee paid.

13 TERMINATION

13.1 We shall be entitled (without affecting any other rights we may have) immediately to suspend or terminate the purchase if you commit any breach of these terms and fail to remedy that breach (if it is capable of remedy) within a period of 30 days from receiving notice in writing from us requesting remedy; or

13.2 your business becomes subject to legal distress or execution; or

13.3 you offer to make any arrangements with your creditors or become bankrupt or being a limited company have a receiver, administrative receiver or administrator appointed over the whole or part of the property; or

13.4 any order is made or a resolution is passed or proceedings are taken for your winding up; or 14.5 you cease to carry on or threaten to cease to carry on all or a substantial part of your business.

14 FORCE MAJEURE

We shall not be liable to you or be deemed to be in breach of the Terms by reason of any delay in performing, or any failure to perform any of our obligations in relation to the provision of the Services if the delay or failure was due to any cause beyond our reasonable control.

15 ENTIRE AGREEMENT

This contract comprises the entire agreement between the parties and there are not any agreements, understandings, promises or conditions, oral or written, expressed or implied, concerning the subject matter which are not merged into this contract and superseded hereby. This contract may be amended in the future only in writing executed by the parties.

16 LAW AND JURISDICTION

This License is governed by and interpreted in accordance with English law at the date of the order. The parties agree that the English courts will have non-exclusive jurisdiction to hear any disputes relating to this purchase. Any data supplied is compliant with legislation at the date of the order. Changes to legislation subsequent to the date of data delivery are Your responsibility

APPENDIX 1

1. PURCHASE

1.1 Where data is provided on an outright purchase basis you will receive a copy of the file for your unlimited usage. Changes to legislation regarding use of the Data are Your responsibility, and not the responsibility of UK Marketing Management Ltd or its Data Suppliers

2. DATA PROCESSING

2.1 For the purposes of these terms and conditions, UKMM are Data Processors and not Data Controllers, and do not exercise any control over what personal data is collected initially.

2.2 The Data is supplied on the basis of Legitimate Interest as set out in Recital 47 of the General Data Protection Regulations (GDPR). This is understood to be the purpose for which the processed data is to be used by the buyer, renter or license. This means You process the data on the legal basis of Legitimate Interest after firstly informing the Data Subjects of your Fair Processing Notice and Privacy Policy. You will carry out Impact Assessments prior to processing the Data and in all cases adhere to the GDPR.

2.3 The Data Controllers are the Data Suppliers and End Users/Licensees of the Data supplied.

Appendix 2

UK Marketing Management Ltd requires all data processors or any company processing data supplied by us to abide by the following terms: Any company or Processor Located or not located in the EU, where the processing activities are related to either the offering of goods or services to data subjects in the EU will need to abide by GDPR and these terms.

This contract is for the agreed term and all data supplied by UK Marketing Management Ltd will be erased after the term unless you have gained consent from the data subject. UK Marketing Management Ltd request that you as the data processor have the following in place:

All data supplied by UK Marketing Management Ltd will be kept secure

You will not use a sub processor without prior written permission from UK Marketing Management Ltd and any sub processor you will ensure has suitable security and GDPR compliance in place

Data supplied by UK Marketing Management Ltd will be used in compliance with the relevant Data Protection Authority

You must report any data breaches to UK Marketing Management Ltd (where UK Marketing Management Ltd is the processor or the controller) without delay

You will appoint a Data Protection Officer (that will be named on all future orders)

You will maintain a record of all processing activities

You will comply with EU transborder data transfer rules

You will help UK Marketing Management Ltd to comply with data subject's rights including but not limited to downloading and suppressing names of all data subjects who have requested removal at least every 28 days.

Not to call any phone numbers flagged with CTPS.

You will assist UK Marketing Management Ltd to manage the consequences of data breaches.

You must delete or return all personal data at the end of the contract at the choice of the Controller; and inform UK Marketing Management Ltd on completion

You must inform the Controller if the processing instructions infringe GDPR.

UK Marketing Management Ltd reserves the right to audit how and where data supplied is managed and as such may conduct regular checks to ensure compliance and data security.

Where you act as the joint data controller such as the amendment, enhancement of the original data supplied by UK Marketing Management Ltd you will need to apply a data audit and determine your application of compliance along with the above terms will apply to any data processor you share data with. These Terms will be checked and updated on a regular basis to ensure compliance.

UK Marketing Management Ltd will email your data protection officer to keep you updated of any changes.

If you have any questions contact data@ukmarketingmanagement.com

Data Processing Agreement ("Agreement") dated 23rd January 2025 is between:

(1) [EDITOR's NOTE – insert full company registered name, address of registered office and company registration number]

("the Controller") and

(2) UK Marketing Management Ltd, Grosvenor House 11 St Pauls Square, Birmingham, B3 1RB ("the Processor")

Whereas:

A) This Agreement is supplemental to any other separate agreement entered into between the parties and introduces further contractual provisions to ensure the Controller and the Processor comply with their respective obligations under the GDPR in respect of the Data Processing.

B) Recital 81 and Article 28 of the GDPR place certain obligations upon a Controller to ensure that the Processor it engages under the terms of this Agreement provides sufficient guarantees in terms of: i) expert knowledge, ii) reliability and resources, iii) ability to implement technical and organisational measures which will meet the requirements of the GDPR including for the security of processing

C) The Controller must also take into account the specific tasks and responsibilities of the Processor under this Agreement in the context of the processing to be carried out and the risks to the rights and freedoms of the data subject

D) This Agreement exists to ensure that there are sufficient guarantees in place as required by the GDPR and that the processing complies with the obligations imposed on both the Controller and the Processor under the GDPR.

1. Definitions

"Data" shall mean [List the categories of the data that is being processed and the categories of data subjects this processing relates to]

"Data Subject" shall have the same meaning as set out in Article 4 (1) of the GDPR and means an identified or identifiable natural person

"EEA" means the European Economic Area – the 28 Member states of the European Union plus Iceland, Lichtenstein and Norway

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council

"Incident" has the same meaning as a personal data breach in Article 4 (12) of the GDPR and means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data, transmitted, stored or otherwise processed under the terms of this Agreement

"Processing" shall mean any operation or set of operations which is/are performed upon Data, (whether or not by automatic means) including collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Such processing may be wholly or partly by automatic means or processing otherwise than by automatic means of Data which form part of a filing system or one intended to form part of a filing system. A filing system shall mean any structured set of Data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographic basis."

2. Application

(a) This Agreement shall apply to all Data processed from the date of this Agreement by the Processor on behalf of the Controller until the date of termination of this Agreement.

3. Purpose of Processing

a) The Processor shall process the Data it processes on behalf of the Controller, solely for the provision of email marketing data in accordance with the written instructions of the Controller (including when making a transfer of personal data to countries outside the EEA) unless required to do by law. The Processor must inform the Controller of what processing the Processor is required to do so by law unless the Processor is prohibited under the relevant law from notifying the Controller of such processing. The Processor shall not process the Data for any other purpose except with the express written consent of the Controller.

b) The Controller confirms and warrants that the Processing of the Data, including the transfer of the Data to the Processor, has been and will continue to be carried out in accordance with the relevant provisions of the GDPR and does not violate the relevant provisions of the EEA country in which the Controller is established

4. Duration of processing

a) The Processor shall process the Data for as long as the separate outsourcing agreement for the provision of data services dated 23rd January 2025 remains in full force and effect.

5. Type of Personal data

The Processor will process the following types of personal information

- **personal details – first name, last name, email address**

5. Categories of data subjects

The Processor will process information about the following categories of data subjects

- **prospective customers**

UK Marketing Management Ltd. Grosvenor House, 11 St Pauls Square, Birmingham. B3 1RB

www.ukmarketingmanagement.com

6. Security and Confidentiality of Data

- a) The Processor and the Controller shall implement appropriate technical and organisational measures to ensure a level appropriate to the risks that are presented by the data processing in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal transmitted, stored or otherwise processed.
- b) Both the Controller and Processor shall take into account the following when determining the measures:
 - i) the state of the art, and
 - ii) the cost of implementation of the measures, and
 - iii) the nature, scope context and purposes of processing, and
 - iv) the risk of varying likelihood and severity for the rights and freedoms of individual Data Subjects
- c) The Controller and Processor agree that the measures security measures taken in accordance with Clause 6 (a) of this Agreement after assessment with the requirements of the GDPR are appropriate to protect Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of Data over a network, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Data to be protected having regard to the state of the art and the cost of their implementation; shall ensure a level of security appropriate to the risk,
- d) The measures taken shall include amongst others the following items, where appropriate, from the non- exhaustive list below:
 - i) the pseudonymisation and encryption of Data
 - II) the ability to ensure the ongoing confidentiality, integrity and availability and resilience of processing systems and services
 - III) the ability to restore the availability and access to Data in a timely manner in the event of a physical or technical Incident
 - iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- e) The Controller and the Processor may use adherence to an approved code of conduct as referred to by Article 40 of the GDPR or an approved certification mechanism as referred to in Article 42 as an element by which to demonstrate compliance with the requirements set out above in clause 6) (b) (c) and (d) of this Agreement
- f). The Processor shall ensure that each of its employees, agents or subcontractors are made aware of its obligations with regard to the security and protection of the Data and shall require that they enter into binding obligations with the Processor in order to maintain the levels of security, protection and confidentiality provided for in this Agreement.
- g). The Processor shall not divulge the Data whether directly or indirectly to any person, firm or company without the express consent of the Controller except to those of its employees, agents and subcontractors who are engaged in the processing of the Data and are subject to the binding obligations referred to in Clause 6 (e) of this Agreement above).

7. Incident Reporting

- a) The Processor must have effective processes for the identification, management and reporting of Incidents. Any Incident, suspected or actual, involving the Controller's Data must be reported immediately to the Controller. An Incident may include but not be limited to:
 - Security breach or fraud
 - Misuse of relevant system storing Controller's Data
 - Misuse, loss or corruption of the Controller's Data
 - Unauthorised access to, use of, alteration, amendment or deletion of Controller's Data
 - Physical security incident
 - Any unapproved requirement to disclose Controller's Data to a third party
- b) The Processor will be expected to promptly investigate any such Incident, provide status updates throughout the Incident, where appropriate cooperate with reasonable Controller requests during the management of the Incident or permit the Controller to support the management of the Incident, and send a written report to the Controller, describing the nature of the Incident, stating any control weaknesses discovered, and any actions taken/planned. A plan to agree any reasonable additional controls, either identified by the Processor or the Controller, to prevent or reduce the likelihood of a similar Incident must be agreed and monitored.
- c) The Processor will assist the Controller in informing Data Subjects if there has been an Incident involving the Processor.
- d) The Processor will assist the Controller in informing any relevant supervisory authority of an Incident.

8. Processor's appointment of a sub - processor

- a) The Processor will not engage a sub processor to process the Controller's Data, without the prior specific or general or written authorisation of the Controller.

- b) If the Processor employs a sub – processor under the Controller's prior general written authorisation the Processor will inform the Controller in writing of any intended additions to or replacement of sub- processor(s) the Processor uses to carry out processing of the Controller's personal data at least two days before the date of any intended additions or changes to the sub processors.
- c) If the Controller objects to any such additions to or replacement the Controller shall inform the Processor within one day of receiving the notice in Clause 8 (b) of this Agreement. Upon receipt of such a notice of objection the Processor shall not make the intended addition or replacement of [a] sub – processor(s)
- d) The Processor, upon receipt of a notice under Clause 8 (c) of this Agreement above may choose another sub – processor(s) it wishes to add to or act as a replacement to the existing sub- processor(s) it uses to carry out the processing. The Processor will then inform the Controller in accordance with clause 8(b) of this Agreement and the Controller will have the right to object in accordance with clause 8 (c) of this Agreement
- e) The Processor shall ensure by written contract that any agent or sub-processor employed by the Processor to process Data to which this Agreement relates:
 - i) imposes the same contract terms as listed in Clause 6 – Security and Confidentiality of Data and Clause 7 Incident reporting of this Agreement on any agent or sub- processor
 - ii) makes it clear that the Processor and not any agent or sub-processor will be liable to the Controller for the compliance of the agent or sub- processor with data protection law
- f) The Processor will immediately inform the Controller of any Incident involving any of its' permitted sub-contractors or sub-processors in accordance with Clause 7 Incident reporting of this Agreement.
- g) The Processor will assist the Controller in informing Data Subjects if there has been an Incident involving any of its' permitted sub-contractors or sub-processors in accordance with Clause 7 Incident reporting of this Agreement.
- h) The Processor will assist the Controller in informing any relevant supervisory authority of an Incident.

9. Data Subjects rights

a) The Processor shall have appropriate technical and organisational means taking account of the nature of the Processing in so far as this is possible for the fulfilment of the Controller's obligation to respond to requests for exercising the following Data Subject's rights :

- i) information rights under Articles 13 and 14 of the GDPR
- ii) right of access by the Data Subject under Article 15 of the GDPR
- iii) right to rectification under Article 16 of the GDPR
- iv) right to erasure under Article 17 of the GDPR
- v) right to restriction of processing under Article 18 of the GDPR
- vi) notification regarding the right of rectification and/or erasure of personal data and/or restriction of processing under Article 19 of the GDPR
- vii) right to data portability under Article 20 of the GDPR

10. Assisting the Controller

a) The Processor will assist the Controller, taking into account the nature of the Processing and the information available to the Processor, to meet the Controller's obligations

- i) to keep Data secure in accordance with Article 32 of the GDPR
- ii) to notify Incidents in accordance with Article 33 of the GDPR
- iii) to advise Data Subjects when there has been an Incident in accordance with Article 34 of the GDPR
- iv) to carry out data protection impact assessments (DPIAs) in accordance with Article 35 GDPR
- v) to consult with the Controller's supervisory authority where a DPIA indicates there is an unmitigated high risk in accordance with Article 36 of the GDPR

b) The Processor will immediately pass on any notices, requests or other communications from a Data Subject. The Processor will not act on any request from a Data Subject, without the full written authority of the Controller.

c) If a privacy impact assessment indicates that there is an unmitigated high risk to the rights and freedoms of the Data Subject, the Processor will assist the Controller in consulting with the relevant supervisory authority or authorities

11. Audit, inspections and legal processing

a) The Processor must provide the Controller with all the information that is needed to show that both the Processor and the Controller have met their obligations under Article 28 of the GDPR

b) The Processor must submit and contribute to audits and inspections conducted by the Controller or another auditor mandated by the Controller.

12. Processor's responsibilities and liabilities under the GDPR

a) The Processor is aware that it may be subject to enforcement action by any relevant data protection supervisory authority to which the Controller is subject under Article 58 (Powers of the supervisory authority) of the GDPR.

b) The Processor is aware that if it fails to meet its obligations as set out in this Agreement and under Article 83 (General conditions for imposing administrative fines) of the GDPR, it may be subject to an administrative fine.

- c) The Processor is aware that if it fails to meet its obligations under GDPR, it may be subject to a penalty under Article 84 (Penalties) of the GDPR.
- d) The Processor is aware that if it fails to meet its obligations under GDPR, it may have to pay compensation to individual Data Subjects under Article 82 (right to compensation and liability) of the GDPR.
- e) The Processor will appoint a data protection officer, if required in accordance with Article 37 (designation of the data protection officer) of the GDPR.
- f) The Processor will appoint (in writing) a representative within the European Union if required because it is not established in the European Union and the provisions of Article 3 (2) apply in accordance with Article 27 (representatives of controllers or processors not established in the Union) of the GDPR .

13. Liability

The Processor's liability to the Controller for any loss or damage of whatsoever nature suffered or incurred by the Controller or for any liability of the Controller to any other person for any loss or damage of whatsoever nature suffered or incurred by that person shall to the extent permitted by law not exceed the invoice value of the contract to supply the data.

14. Termination

a) Subject to Clause 14 (b) either Party may terminate this Agreement upon giving two days prior written notice to the other. Upon the date of termination of this Agreement, the Processor shall return or delete at the Controller's choice any Data received from the Controller to the Controller

The Processor shall not be obliged to return or delete any Data received from the Controller which has:

- a) already been deleted in the normal course of events or
 - b) the Processor is required to retain by law.
- b) Notwithstanding termination of this contract, the provisions of this Agreement shall survive the termination of this Agreement and shall continue in full force and effect for a period of 2 years from the date of termination of the Agreement. The obligations contained in Clause 6 of this Agreement – Security and Confidentiality of Data – and Clause 7 of this Agreement- Incident Reporting shall continue indefinitely.

15. Assignment

This Agreement shall not be transferred or assigned by either party except with the prior written consent of the other.

16. Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorised representative.



Signed for and on behalf of the Controller

Signed for and on behalf of the Processor

John McCabe

Name of person signing the Agreement

Name of person signing the Agreement

Managing Director & DPO

Position of person signing the Agreement

Position of person signing the Agreement

23rd January 2025

Date of signature

Date of signature