



## 1. Application

The Buyer hereby orders and the Seller, by accepting the purchase order, agrees that it will supply the Goods specified in the relevant purchase order subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the Seller's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon delivered with or referred to in such documents apply to the Contract.

## 2. Interpretation

### 2.1 In these Conditions:-

**"Affiliates"** means any entity from time to time that directly or indirectly controls, is controlled by, or is under common control with the Buyer;

**"Business Day"** means any other day than a Saturday, Sunday, bank or public holiday in England;

**"Buyer"** means DATA INSTALLATION & NETWORK SERVICES LIMITED t/a Data Techniques, a company registered in the United Kingdom under number 02802029 whose registered office is at Russell House, Oxford Road, Bournemouth, Dorset, BH8 8EX;

**"Conditions"** means the standard terms and conditions of purchase set out in this document as may be amended from time to time in accordance with clause 3.4 and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

**"Contract"** means the contract for the sale and purchase of the Goods in accordance with these Conditions;

**"Data Controller"** has the meaning given to it in the Data Protection Legislation;

**"Data Protection Legislation"** means i) up to and including 24 May 2018, the Data Protection Act 1998 and ii) from and including 25 May 2018, the GDPR;

**"Data Subject"** has the meaning given to it in the Data Protection Legislation;

**"Delivery Address"** means the address stated in the Order for delivery of the Goods;

**"GDPR"** means General Data Protection Regulations 2016;

**"Goods"** means the goods (including any instalment of the goods or any part of them) described in the Order;

**"Intellectual Property Rights"** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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 rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Normal Business Hours"** means 9:00am to 5:00pm on a Business Day;

**"Order"** means the Buyer's purchase which refers to these Conditions;

**"Personal Data"** has the meaning given to it in the Data Protection Legislation;

**"Price"** means the price of the Goods as determined in accordance with clause 5;

**"Processing"** has the meaning given to it in the Data Protection Legislation;

**"Seller"** means the person supplying the Goods to the Buyer under the relevant Order;

**"Specification"** as applicable in the context of the relevant Order: any specification for the Goods (including any plans, drawings, data or other information relating to the Goods) that is provided by or on behalf of the Buyer, produced by the Seller specifically for the Buyer, or is agreed by the Buyer and the Seller or where none of the foregoing apply, any specification published or made available by the Seller or the manufacturer of the relevant Goods; and

**"Writing"** includes electronic mail but not facsimile.

2.2 Any reference in these Conditions to a law, statute or a provision of a law or statute shall be construed as a reference to that law, statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2.4 Any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limited the sense of the words, description, definition, phrase or term preceding those terms.

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

## 3. Basis of Purchase

3.1 The Order constitutes an offer by the Buyer to purchase the Goods on the basis and on the terms (including pricing) set out in the relevant Order and subject to these Conditions.

3.2 The Seller shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods subject to these Conditions, shall exist by whichever is the earlier of: -

the Seller's acceptance of the Order, in writing or orally, subject to these Conditions; or

the Seller doing any act consistent with fulfilling the Order.

3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings, Specification, instructions, tools or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.



3.4 No variation or amendment to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.5 Any services provided in connection with or in respect of the Goods shall be provided under the terms of the Buyer's framework agreement in place between the Buyer and the Seller from time to time.

#### 4. Specification

4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and in any applicable Specification.

4.2 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4.3 The Seller shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect or test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and to provide the Buyer (at no cost of the Buyer) with any facilities reasonably required by the Buyer for inspection or testing.

4.4 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

4.5 The Seller shall comply with all applicable laws, statutes, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

#### 5. Price

5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise stated in the relevant Order, the Price shall be:-

exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing (which the Buyer may withhold at its absolute discretion).

5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

#### 6. Payment

6.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.

6.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods (i) within a period of 60 days starting on the day after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods in question by the Buyer, or (ii) in accordance with such other payment terms agreed in writing by the parties from time to time.

6.3 Time for payment shall not be of the essence of the Contract.

6.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

#### 7. Delivery

7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's Normal Business Hours.

7.2 Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Buyer after the placing of the Order, the Buyer shall give the Seller reasonable notice in writing of the specified date.

7.3 The time of delivery of the Goods is of the essence of the Contract.

7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the Goods.

7.5 If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.

7.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.

7.7 The Seller shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods.

7.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7.9 The Buyer shall not be deemed to have accepted the Goods until it has had 7 days to inspect them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent and the Buyer has been notified of the latent defect.

#### 8. Risk and Property

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

8.2 Title in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

#### 9. Assignment

9.1 This Contract is personal to the Seller and the Seller shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

9.2 The Buyer may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

#### 10. Warranty and Insurance

10.1 The Seller warrants to the Buyer that:-

10.1.1 where the Seller is not the manufacturer of the relevant Goods, the Seller shall on delivery procure (i) the transfer at no cost to the Buyer the benefit of any warranty or guarantee given to or received by the Seller in respect of the Goods from the relevant manufacturer; and (ii) the right



for the Buyer to transfer (at no cost) such warranties and guarantees to its customers; and

- 10.1.2 the Goods will be and remain of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification.
- 10.2 The Seller warrants that the Goods shall, without prejudice to the duration of the relevant claim period or limitation period (as appropriate, and as prescribed by applicable law), for a period of not less than 24 months from and including the date of delivery to the Delivery Address:
- 10.2.1 be of satisfactory quality within the meaning of the Sale of Goods act 1979;
- 10.2.2 be fit for purpose;
- 10.2.3 be fit for any particular purpose for any purpose held out by the Seller or made known to Seller by the Buyer;
- 10.2.4 be free from defects in design, materials and workmanship;
- 10.2.5 correspond with any relevant Specification or sample; and
- 10.2.6 comply with all statutory requirements and regulations relating to the sale of the Goods.
- 10.3 If any of the Goods do not conform with any of the warranties in clause 10 the Seller shall:
- 10.3.1 at the Buyer's election refund, repair, or replace such Goods (or the defective part) in a timely fashion; and
- 10.3.2 be liable for any costs incurred by the Buyer and its customers in relation to the relevant refunded, repaired or replaced Goods including the costs of and associated with removal and re-installation of the relevant Goods (including any sums invoiced by any third party or the Buyer to its customers for effecting such removal and re-installation), and shall on demand reimburse the Buyer in respect of all such costs incurred by it and its customers.
- 10.4 Any software comprised within the Goods or supplied in connection with the Goods ("**Software**"):
- 10.4.1 Shall be licenced for unrestricted use by the Buyer and / or its customers as determined in accordance with paragraph clause 10.4.3 below on a worldwide, perpetual, royalty free, transferrable, sub-licensable, irrevocable basis;
- 10.4.2 the Seller warrants and represents to the Buyer that it has the necessary permissions, rights and consents from the owners of the relevant Intellectual Property Rights in the Software to grant to the Buyer and / or the Buyer's customers the licences in respect of the Software on the terms stated in this clause 10.4 ("**Licences**");
- 10.4.3 the Seller warrants and represents to the Buyer that it shall grant or procure the grant of the Licences to the Buyer and / or its customers as determined in accordance with clause 10.4.4 below with effect from delivery or making available (whichever occurs first) of the relevant Software; and
- 10.4.4 the Seller shall grant the Licences in respect of the Software or procure the grant of such Licences (as appropriate) directly by the owners of the relevant Intellectual Property Rights to the customers of the Buyer or shall, if the Buyer requests in writing, grant or procure that such Licences are granted to the Buyer for onward transfer and / or sub-license to its customers without cost, charge or restriction.

- 10.5 During the term of the Contract and for a period of 6 (six) years thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 11 Indemnity

- 11.1 The Seller shall indemnify the Buyer and its Affiliates on demand in full from and against any and all liability, loss, damages, costs, claims, damages, and expenses (including legal expenses) suffered or incurred by the Buyer and its Affiliates as a result of or in connection with:-
- 11.1.1 breach of any warranty given by the Seller in relation to the Goods;
- 11.1.2 any breach of or non-compliance with clause 10;
- 11.1.3 any claim that the Goods (including any software comprised within the Goods) infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other Intellectual Property Rights of any other person;
- 11.1.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods; and
- 11.1.5 any claims against the Buyer and / or its Affiliates by their customers and sub-customers arising out of or in connection with any breach by the Seller of the Contract (including any liquidated damages, claim or charges levied against or made against the Buyer and / or its Affiliates by their respective customers or sub-customers arising out of or in connection with late or failed delivery).

## 12 Remedies

- 12.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:
- 12.1.1 to rescind the Order;
- 12.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- 12.1.3 at the Buyer's option to give the Seller the opportunity at the Seller's expense replace any defective Goods (or defective part) and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 12.1.4 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- 12.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- 12.1.6 to claim such (whether under clause 11 or otherwise) losses and damages as may have been suffered or incurred as a result of or in connection with the Seller's breach or breaches of the Contract.

## 13 Termination

- 13.1 The Buyer shall be entitled to cancel the Contract at any time prior to delivery without incurring any liability or charges in



respect of all or part only of the Goods with immediate effect by giving written notice to the Seller.

13.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:-

13.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

13.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

13.2.3 the Seller ceases or threatens to cease, to carry on business; or

13.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

13.3 Termination of the Contract, however so arising, shall not affect any of the parties' rights and remedies that have accrued at termination.

13.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

#### 14 Force Majeure

14.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation to:

14.1.1 acts of God, flood, drought, earthquake or other natural disaster;

14.1.2 epidemic or pandemic;

14.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

14.1.4 nuclear, chemical or biological contamination or sonic boom;

14.1.5 any law or any action taken by a government or public authority; including without limitation imposing an export or import restriction, quota or prohibition;

14.1.6 collapse of buildings, fire, explosion or accident; and

14.1.7 any labour or trade dispute, strikes, industrial action or lockouts.

14.2 Provided it has complied with clause 14.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

14.4 The Affected Party shall:

14.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

14.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.5 if the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 7 days, the party not affected by the Force Majeure Event may terminate this Contract by giving written notice to the Affected Party.

#### 15 Notices

15.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

15.1.2 sent by email to the address (if any) of the relevant party specified in the relevant order.

15.2 Notices shall be deemed to have been received:

15.2.1 if delivered by hand, on signature of a delivery receipt; or

15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or

15.2.3 if sent by email, at 9:00am on the next Business Day after transmission.

#### 16 Intellectual Property Rights

16.1 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other Intellectual Property Rights in such Specification and the resulting Goods, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

16.2 The Buyer's Intellectual Property Rights (including its Specifications, drawings etc.) and those of its customers are to be used by the Seller for the sole purpose of fulfilling the Contract and shall not be used for any other purpose whatsoever.

16.3 The Seller acknowledges and agrees that the Buyer or its relevant customer owns (or is the licensee of) all rights, title and interest in and to all Intellectual Property Rights (including in any documentation, drawings, designs, information and data) provided or made available to the Seller by or on behalf of the Buyer, its Affiliate(s) or their respective customer during the course of or in connection with this Contract. The Seller hereby acknowledges and agrees that (i) it is not permitted to use any such Intellectual Property Rights save as described in clause 16.2 and (ii) nothing in this Contract transfers to the Seller or grants any rights to the Seller in each case in respect of such Intellectual Property Rights, save as described in (i) above.

16.4 The Seller hereby agrees to assign to the Buyer on request by the Buyer and at no cost to the Buyer the Intellectual Property Rights in the Goods where the Goods are made to a Specification or a design (i) produced specifically for the Buyer or (ii) provided by or on behalf of the Buyer.

#### 17 Confidentiality

17.1 Each party undertakes that it shall not at any time during this Contract or thereafter disclose to any person any Confidential Information concerning the business, affairs, customer, clients or suppliers of the other party or of any member of its group, including information relating to a



party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and information relating to customers (**Confidential Information**) except as permitted by Clause 17.3.

17.2 Each party shall only use any Confidential Information for the purposes of fulfilling the Contract and enforcing rights under it.

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

17.3.1 to its employees, officers, agents, consultants or subcontractors (**Representatives**) who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in Clause 17 as though they were a party to this Contract. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

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

17.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Contract are granted to the other party or to be implied from this Contract. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property held, made obtained or licensable by either party now or in the future.

## 18 Anti-bribery

18.1 The Seller and Buyer shall:

18.1.1 comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**); and

18.1.2 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.

## 19 Anti-slavery

19.1 In performing its obligations under the Contract, the Seller shall:

19.1.1 comply will all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force including but not limited to the Modern Slavery Act 2015 ("**Anti-slavery Legislation**"); and

19.1.2 have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance with Anti-slavery Legislation.

## 20 Data Protection

20.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

20.2 Without prejudice to clause 20.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to be able to lawfully transfer the Personal Data to the Seller for the duration and purposes of this Contract.

20.3 Without prejudice to the generality of clause 20.1, the Seller shall, in relation to any Personal Data processed in connection with the performance by the Seller of its obligations under this Contract:

20.3.1 process that Personal Data only on the written instructions of the Buyer unless the Seller is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Seller to process Personal Data (**Applicable Laws**). Where the Seller is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Seller shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Seller from so notifying the Buyer;

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

20.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

20.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained to each such transfer and the following conditions are fulfilled:

20.3.4.1 the Buyer or the Seller has provided appropriate safeguards in relation to the transfer;

20.3.4.2 the data subject has enforceable rights and effective legal remedies;

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

20.3.4.4 the Seller complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;

20.3.5 assist the Buyer, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

20.3.6 notify the Buyer without undue delay on becoming aware of a Personal Data breach; such notice can be given verbally but must be followed up in writing within twenty four (24) hours with the following details: the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;

20.3.7 at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the Contract unless required by Applicable Law to store the Personal Data;

20.3.8 ensure that persons authorised to process the Personal Data have been required to commit themselves in writing



via an employment Contract or some other contractual document to confidentiality or are under an appropriate statutory obligation of confidentiality;

- 20.3.9 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- 20.3.10 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- 20.3.11 The Seller shall, taking into account the nature of the processing, assist the Buyer and its Affiliates by implementing and maintaining appropriate technical and organisational measures to enable the fulfilment of the Buyer's and its Affiliates' obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
- 20.3.12 The Seller shall assist the Buyer and its Affiliates in the compliance of its obligations pursuant to Article 32-36 of the GDPR;
- 20.3.13 The Seller shall make available to the Buyer and its Affiliates all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and, if requested, contribute to audits, including inspections, conducted by the Buyer, its Affiliates or another auditor mandated by the Buyer and its Affiliates, including without limitation any regulatory authority of the Buyer or its Affiliates; and
- 20.3.14 The Seller must keep electronic Records of its processing activities performed on behalf of the Buyer and its Affiliates, including:
- 20.3.14.1 the details of the Data Controller/ Data Processor and any representatives, sub-processors and data protection officers;
- 20.3.14.2 the categories of processing activities performed;
- 20.3.14.3 information regarding cross-border data transfers, if any; and
- 20.3.14.4 A description of the technical and organisational security measures implemented in respect of the processed data.
- 20.4 The Seller shall make available to the Buyer or its relevant Affiliate(s), their auditors and any regulator to which the Buyer and its relevant Affiliate(s) are subject such of the records and information described in clause 20.3.14 as the Buyer or its relevant Affiliate(s) may request from time to time ("Records"). The Seller shall provide to the Buyer and its Affiliates such copies of the Records as the Buyer or its Affiliates may request from time to time.
- 20.5 The Seller shall not sub-contract any duties or obligations arising under this Contract without the prior written consent of the Buyer or its relevant Affiliate(s) (which the Buyer and its Affiliates may withhold in their absolute discretion).
- 20.6 The Seller may not appoint a sub-processor without the prior specific written consent of the Buyer to each such proposed appointment (which the Buyer may withhold in its absolute discretion).
- 20.7 The Seller shall on demand indemnify and keep indemnified the Buyer and its Affiliates in full and hold the Buyer harmless from and against any and all claims and proceedings and any

and all liability, loss, costs, claims, demands, damages, fines and expenses (including reasonable legal fees) suffered or incurred by the Buyer and its Affiliates arising out of or in connection with (i) the Seller's unauthorised and/or unlawful Processing or destruction or damage to any Personal Data Processed by the Seller, its employees or agents pursuant to this Contract and (ii) the Seller's failure to comply with its obligations under this clause 20.

- 20.8 It is hereby agreed that the obligations to be performed by the Seller pursuant to this clause 20 shall be performed at no cost to the Buyer and its Affiliates.

## 21 Further Assurance

- 21.1 At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

## 22 Waiver

- 22.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 22.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 A party that waives a right or remedy provided under this Contract or by law in relation to one party, or takes or fails to take any action against that party, does not affect its right in relation to any other party.

## 23 Severance and Entire agreement

- 23.1 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 23.2 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

## 24 Third Party Rights

- 24.1 A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 24.2 The Buyer's Affiliates shall have the benefit of this Contract and shall pursuant to the Contracts (Rights of Third Parties) Act 1999 be entitled to enforce this Contract as if they were party to it.
- 24.3 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

## 25 Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties here by submit to the exclusive jurisdiction of the English and Welsh courts.