

PARTIES

- (1) The Customer as detailed in the Service Contract with the Supplier (**Customer**).
- (2) Compliance Assist Limited incorporated and registered in England and Wales with company number 06853249 whose registered office is at Sussex Innovation Centre (**Supplier**).

BACKGROUND

- (A) The Supplier is an expert in the provision of services for Anti-Money Laundering Checks, Sanctions and PEP Screening, Identity Verification and Corporate Risk Screening.
- (B) In reliance on that expertise, the Customer wishes to appoint the Supplier to provide services to it and its affiliates under this Agreement and applicable Service Contract that contains the variables in relation to the Agreement.
- (C) The Service Contract will incorporate the terms and conditions set out in this Agreement.

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation

The following definitions and rules of interpretation apply in this Agreement:

- (a) All defined terms used in this Agreement and the Service Contract shall have the meaning given to them in this clause 1.
- (b) Clause, schedule and clause headings shall not affect the interpretation of the Agreement or the Service Contract.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- (i) A reference to **writing** or **written** includes email.
- (j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- (k) A reference to **this Agreement** or to any other agreement or document referred to in this agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- (l) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2 Definitions

In this Agreement and each Service Contract, the following definitions apply:

Affiliate: in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company.

Agreement: the Applicable Terms, the EUA in Schedule 1, the Data Processing Agreement in Schedule 2, the Service Contract and any other documents incorporated by reference.

Applicable Terms: clauses 1- 25 of this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Charges: the charges set out in the applicable Service Contract payable by the Customer for the supply of the Services by the Supplier.

Customer Background IPRs: all Intellectual Property Rights in the Customer Materials.

Customer Manager: in respect of each Service Contract, the person so designated in the Service Contract.

Customer Materials: all materials, specifications, software and data supplied by the Customer to the Supplier.

Data Processing Agreement: the Data Processing Agreement in Schedule 2 of the Agreement.

Deliverables: all documents, reports, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, software, data, reports and specifications (including drafts).

EUA (End User Agreement): the End User Agreement in Schedule 1 of this Agreement.

Foreground IPRs: all Intellectual Property Rights in the Deliverables, other than Supplier Background IPRs.

holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including 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.

Service Contract: an agreement for the provision of Services by the Supplier to the Customer agreed in accordance with clause 2.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Service Contract.

Supplier Background IPRs: all Intellectual Property Rights that are owned by or licensed to the Supplier and which are or have been developed independently of this agreement (whether prior to the Agreement Commencement Date or otherwise) in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Customer to receive and use the Services.

2. SERVICE CONTRACT PROCESS

This Agreement governs the overall relationship of the parties in relation to the Services provided by the Supplier to the Customer and sets out, in this clause 2, the procedure for the Customer to request the provision of Services from the Supplier under this Agreement;

2.1 Within 20 (twenty) Business Days of receipt of a written request from the Customer or any Customer Affiliate, the Supplier shall:

- (a) either notify the Customer that it is not able to provide the requested services; or
- (b) complete a draft service contract and shall submit the draft service contract to the Customer (as applicable) for its written approval. The draft service contract shall include the services provided by the Supplier, the applicable charges and any special terms and conditions.

2.2 This Agreement shall not enter into force, be legally binding or have any other effect unless:

- (a) the Service Contract has been signed by the authorised representatives of both parties to; or
- (b) the Supplier has commenced providing, and the Customer has commenced using, the Services.

2.3 In the event of a conflict between the Applicable Terms and any special conditions in the Service Contract, the terms of the Service Contract will prevail to the extent expressly within the special terms and conditions stated in the Service Contract.

3. COMMENCEMENT AND TERM

3.1 This Agreement shall commence and end on the dates specified in the Service Contract, unless terminated earlier in accordance with its terms.

4. SUPPLY OF SERVICES

4.1 Subject to clause 9 the Supplier warrants that it will supply the Services in accordance with the specifications provided by the Customer.

4.2 The Supplier shall supply the Services in accordance with the Applicable Terms and any express terms set out in the Service Contract.

4.3 The Supplier shall meet any performance dates specified in the Service Contract, always provided that if no performance dates are so specified the Supplier shall perform the Services within a reasonable time.

4.4 In supplying the Services, the Supplier shall:

- (a) perform the Services with the due level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession;

- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Service Contract;
- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Contract;
- (f) comply with all applicable laws and regulations; and
- (g) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

5. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) warrant that the specifications it provides to the Customer in relation to the provision of the Services are complete and accurate, and comply with all applicable laws and regulations;
- (b) warrant that it will, and ensure that any of its end users will, comply with the EUA and any other third party terms as advised by the Supplier from time to time;
- (c) co-operate with the Supplier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Customer's Manager in relation to the Service Contract;
- (d) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in advance, for the purposes of the Services;
- (e) provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order to carry out the Services in a timely manner; and
- (f) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises.

6. INTELLECTUAL PROPERTY

- 6.1 The Supplier and its licensors shall retain ownership of all Supplier Background IPRs. The Customer and its licensors shall retain ownership of all Customer Background IPRs.
- 6.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Service Contract to access the Supplier Background IPRs for the purpose of receiving and using the Services and the Deliverables in its business.
- 6.3 Subject to clause 6.2, the Supplier grants the Customer access to any archived Deliverables for the duration of the Service Contract (or as otherwise agreed in the Service Contract), subject to a service fee as notified by the Supplier.

- 6.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2:
- (a) to other Customer Affiliates and customers;
 - (b) to third parties for the purpose of the Customer's receipt of services similar to the Services.
- 6.5 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, the Foreground IPRs, subject to any third party terms and/or limitations, together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPRs.
- 6.6 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Foreground IPRs and the Customer Background IPRs for the term of the Service Contract for the purpose of providing the Services to the Customer and any Customer Affiliates in accordance with this Service Contract.
- 6.7 The Supplier warrants that the receipt, use and onward supply of the Services by the Customer and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 6.8 The Supplier shall not be in breach of the warranty at clause 6.7 of this Agreement, and the Customer shall have no claim under the indemnity at clause 6.9 of these Applicable Terms, to the extent the infringement arises from:
- (a) any modification of the Deliverables, Supplier Background IPRs, Foreground IPRs or Services, other than by or on behalf of the Supplier; or
 - (b) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.
- 6.9 Each party shall keep the other party indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the other party as a result of or in connection with any claim brought against that party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 6.10 Each party shall:
- (a) notify the other party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 6.9 of these Applicable Terms (**IPRs Claim**);
 - (b) allow the other party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that that party shall obtain the other party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - (c) provide the other party with such reasonable assistance regarding the IPRs Claim as is required by that party, subject to reimbursement by the other party of that party's costs so incurred;
 - (d) not, without prior consultation with the other party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the other party into disrepute.

7. CONFIDENTIALITY

- 7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 7.3. For the purposes of the Service Contract, the Foreground IPRs and the Deliverables shall be deemed the confidential information of the Customer.
- 7.2 The Supplier may delete any Confidential Information in its custody in accordance with any applicable data protection legislation.
- 7.3 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers 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 agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8. CHARGES AND PAYMENT

- 8.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 8 and pricing table in the Service Contract. The Charges shall be paid in pounds sterling, unless otherwise specified in the Service Contract.
- 8.2 The Supplier shall invoice the Charges to the Customer at the intervals specified in the Service Contract. Each invoice shall include all reasonable supporting information required by the Customer Party to verify the accuracy of the invoice.
- 8.3 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier unless otherwise stated in the Service Contract.
- 8.4 All amounts payable by the Customer are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Service Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 If the Customer fails to make any payment due to the Supplier under the Service Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.6 All amounts due under this agreement 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).

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude a party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.

9.3 Subject to clause 9.1 and clause 9.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the lesser of:

- (a) £125,000; or
- (b) the value of the sum of the Charges paid and/or payable by the Customer over the 12 month period preceding the event that gave rise to the liability.

10. ANTI-BRIBERY COMPLIANCE

10.1 The Supplier and Customer shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 10.1(b), and will enforce them where appropriate;
- (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of the Service Contract;
- (e) immediately notify the other party in writing if a foreign public official becomes an officer or employee of that party or acquires a direct or indirect interest in that party; and
- (f) within 3 (three) months' of the date of execution by the parties of the Service Contract, and annually thereafter, certify to the other party in writing signed by an officer of that party, compliance with this clause 10 by that party and all persons associated with it under clause 10.2. Each party shall provide such supporting evidence of compliance as the other party may reasonably request.

10.2 Each party shall ensure that any person associated with that party who is performing services in connection with the Service Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 5 (**Relevant Terms**). The Supplier

shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.

- 10.3 Breach of this clause 10 by either party shall be deemed a material breach incapable of remedy under clause 11.2.
- 10.4 For the purpose of this clause 10, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 5, a person associated with either party includes but is not limited to any subcontractor of that party.
- 10.5 Each party shall keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Services and allow the other party on reasonable notice, within office hours and subject to the other party's reasonable confidentiality provisions access to all accounts and records relating to the Services for the purpose of inspection.

11. TERMINATION

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

- (a) the other party commits a material breach of any term of this Agreement or the Service Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement or the Service Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(c) to clause 11.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 For the purposes of clause 11.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this Agreement; or
- (b) any of the obligations set out in clause 9 (Limitation of Liability) and clause 10 (Anti Bribery Compliance),

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

11.3 Without affecting any other right or remedy available to it, the Supplier may, at its sole discretion, suspend the provision of the Services if the Customer fails to pay any of its invoices in part or in full. Following such a suspension, the parties may agree to lift the suspension once the due payments have been made.

11.4 Without affecting any other right or remedy available to it, the Customer may terminate this Agreement on giving not less than 2 [two] months' written notice to the Supplier before the end of the applicable anniversary date of the Agreement.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Agreement:

- (a) 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 Agreement which existed at or before the date of termination shall not be affected; and
- (b) the following clauses shall continue in force:
 - Agreement: clause 1 (Interpretation and Definitions), clause 4.1 (Supply of Services), clause 5 (a) and (b) (Customer Obligations), clause 6.9 (Intellectual Property), clause 7 (Confidentiality), clause 8 (Charges and Payment), clause 9 (Limitation of liability), clause 10 (Anti-Bribery Compliance), clause 12 (Consequences of termination), clause 24 (Governing law), clause 25 (Jurisdiction); and
 - Any additional terms set out in the Service Contract

13. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. WAIVER

14.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

14.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. SEVERANCE

16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. ENTIRE AGREEMENT

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

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

18. ASSIGNMENT AND OTHER DEALINGS

18.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Customer.

18.2 The Supplier 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 Agreement.

19. NO PARTNERSHIP OR AGENCY

19.1 Nothing in this Agreement is intended to, or shall 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.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. THIRD PARTY RIGHTS

20.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.2 The Customer and Supplier may vary, terminate or rescind this Agreement without the consent of any Customer Affiliate.

21. FORCE MAJEURE

Neither party shall be in breach of a Service Contract nor liable for delay in performing, or failure to perform, any of its obligations under a Service Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

22. NOTICES

22.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) 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 at the time recorded by the delivery service.

22.2 This clause 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.

22.3 A notice given under this agreement is valid if sent by email.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

compliance assist

SCHEDULE 1

Dow Jones Terms

The terms set out in this End User Agreement (“EUA”) apply to the Dow Jones Data, which shall be considered as Data for the purpose of the agreement between the Customer and ComplianceAssist (the “Agreement”). Unless otherwise defined in EUA, any defined terms shall have the meanings given in the Agreement.

In this EUA, the following terms shall have the following meanings:

“**Dow Jones Data**” means personal data (full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by Dow Jones on data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity:

“**Dow Jones**” means Factiva Limited, a company incorporated in England and Wales under number 3773253 and with registered address at The News Building, 1 London Bridge Street, SE1 9GF London, England, acting on behalf of Dow Jones & Company, Inc. and any of its affiliated companies; and

“**Permitted User**” means an individual authorised to access and use the Dow Jones Data and who is either: (a) an individual employee of the Customer; (b) an individual performing the functions of an employee on a temporary basis, independent contractor or consultant, in each case who is performing work for the Customer; [or (c) an individual working for a company engaged by the Customer (“**Third Party Contractor**”) to perform research using the Dow Jones Data on the Customer’s behalf, for the benefit of the Customer] provided that the Customer: (i) assumes full responsibility and liability for the acts and omissions of all Permitted Users [and the Third Party Contractor], as if such acts and omissions were committed or made by the Customer; and (ii) ensure that the Third Party Contractor and all Permitted Users use the passwords (provided by the Customer) only on a dedicated basis for the Customer.

1. Licence

1.1 ComplianceAssist will supply the Dow Jones Data to the Customer from the Start Date for the Dow Jones Data set out in the Customer Agreement and grants to the Customer a non-exclusive, non-transferable, non-sub licensable, non-assignable licence to use the Dow Jones Data subject to the terms and conditions of the Agreement and this EUA.

1.2 The Dow Jones Data contains information derived from publicly available sources, and will be regularly up-dated ComplianceAssist as updates are received from Dow Jones. Dow Jones retains control and ownership of the form and content of the Dow Jones Data, and although Dow Jones may alter the Dow Jones Data from time to time, its fundamental nature will not be changed. The Customer and Permitted Users [and Third Party Contractor] will not, under the Agreement and this EUA acquire any ownership rights in the Dow Jones Data.

2. Terms of use

2.1 The Customer and Permitted User [and Third Party Contractor] shall use the Dow Jones Data in strict compliance with applicable laws and regulations within the jurisdictions in which it accesses and uses the Dow Jones Data. The Customer shall ensure that the Dow Jones Data shall only: (a) be accessed by Permitted Users [and/or a Third Party Contractor]; and (b) be used for the legitimate interests of the Customer and particularly for the purposes of assisting in complying with legal duties and regulations which apply to the Customer such as due diligence, anti-money laundering, “know your customer” compliance or similar regulatory screening obligations.

2.2 Except to the extent permitted or required for the Customer’s permitted use under section 2.1, the Customer and/or Permitted Users [and/or Third Party Contractor] shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Dow Jones Data to any third party, nor make the Dow Jones Data available for any such use; or (b) create or store in electronic form any library or archive of the Dow Jones Data save that, and notwithstanding anything to the contrary, the Customer shall be entitled to retain copies of the Dow Jones Data necessary for archival,

regulatory and/or compliance purposes. The Customer's right to retain such copies as set forth above shall survive termination/expiration of this EUA provided that it no longer actively uses the Dow Jones Data.

2.3 The parties agree that upon termination of the provision of the Dow Jones Data and unless otherwise provided by subject applicable legal or regulatory restrictions, the Customer shall return or destroy all Dow Jones Data together with any copies, and certify in writing to ComplianceAssist the completion of this process. In the case where the Customer is required by law or regulation to keep copies of some of the Dow Jones Data, the Customer guarantees the confidentiality of the Dow Jones Data and will not use the Dow Jones Data for any other purpose.

3. Data Protection principles

3.1 The Customer shall comply with all applicable laws and regulations within the jurisdictions, in which the Customer processes the Dow Jones Data, and the Data Processing Principles set out below. The Customer acknowledges that an individual who is included in the Dow Jones Data (an "**Individual**") can enforce in his/her country of establishment this provision against the Customer with respect to its personal data. Any person acting under the authority of the Customer, including a data processor, shall be obligated to process the Dow Jones Data only on instructions from the Customer and on terms no less stringent than those set out in the Data Processing Principles below.

3.2 Upon reasonable request of ComplianceAssist, the Customer will submit its data processing facilities, data files and documentation needed for processing to review, audit and/or certification by ComplianceAssist (or any independent or impartial inspection agents or auditors, selected by ComplianceAssist and not unreasonably objected to by the Customer) to ascertain compliance with the warranties and undertakings in this EUA, with reasonable notice and during regular business hours. Such request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Customer, which consent or approval the Customer will attempt to obtain in a timely fashion.

4. Warranties

ComplianceAssist shall make reasonable efforts to ensure that the Dow Jones Data is up to date. While ComplianceAssist will use its reasonable efforts to ensure that the Dow Jones Data is complete, ComplianceAssist cannot warrant that the Dow Jones Data includes a complete or accurate archive of every public figure or their associates in each country. Except as specified in this EUA all express or implied representations, warranties, conditions and undertakings in relation to the provision of the Dow Jones Data are excluded.

5. Customer Information

Please note that ComplianceAssist will report to Dow Jones the name of the Customer and the number of name queries screened against the Dow Jones Data, but not its nature. This information will only be used by Dow Jones to verify the relevant usage of the Dow Jones Data and the payments due and payable to Dow Jones in this respect. Dow Jones shall not disclose such information to any third party, other than to members of its group companies, or use them for any other purpose whatsoever and will treat this information as Confidential Information.

DATA PROTECTION PRINCIPLES

1. **Purpose limitation:** Personal Data may be processed and subsequently used or further communicated only for the following purposes: (a) assisting in complying with legal duties and regulations which apply to the Subscriber Group; (b) performing a statutory role as a Governmental organization; or (c) performing law enforcement duties. If the Subscriber or a member of the Subscriber Group is processing special categories of data, defined under Article 8 of the European Directive 95/46/EC as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life ("Sensitive Data"), it shall only process it for the purpose of preventing fraud or a similar crime (the "Purposes").

2. **Personal Data quality and proportionality:** Personal Data must be accurate and, where necessary, kept up to date. Personal Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. **Transparency:** Individuals must be provided with information necessary to ensure fair processing (such as information about the purposes for processing and about the transfer), unless such information has already been given by ComplianceAssist

4. **Security and confidentiality:** Technical and organisational security measures must be taken by the Customer that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. This obligation shall not apply where the Customer is accessing services via the hosted solutions of ComplianceAssist

5. **Rights of access, rectification, deletion and objection:** An Individual must, whether directly or via a third party, be provided with the Dow Jones Data about him/her that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or have been dismissed by the relevant data protection authorities, or when doing so would be likely to seriously harm the interests of the Customer or other organisations dealing with the Customer and such interests are not overridden by the interests for fundamental rights and freedoms of the Individual. The sources of the Dow Jones Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the Individual would be violated. An Individual must be able to have the Dow Jones Data about him/her rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, ComplianceAssist or the Customer may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the Dow Jones Data has been disclosed need not be made when this involves a disproportionate effort. The burden of proof for any refusal rests on the Customer or ComplianceAssist and the Individual may always challenge a refusal before the relevant data protection authorities.

6. **Sensitive Data:** The Customer shall take such additional measures (e.g. relating to security) as are necessary to protect such Sensitive Data in accordance with its obligations under the Agreement or this EUA.

7. **Automated decisions:** For purposes hereof “automated decision” shall mean a decision by ComplianceAssist or the Customer which produces legal effects concerning an Individual or significantly affects an Individual and which is based solely on automated processing of Dow Jones Data intended to evaluate certain personal aspects relating to him/her, such as his/her performance at work, creditworthiness, reliability, conduct, etc. The Customer shall not make any automated decisions concerning Individuals, except when: (a) (i) such decisions are made by the Customer in entering into or performing a contract with the Individual, and (ii) the Individual is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or (b) where otherwise provided by applicable laws or regulations.

SCHEDULE 2

Data Processing Agreement

The terms used in this Data Processing Agreement shall have the meanings set forth in this Data Processing Agreement. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Appendices 1 and 2 form an integral part of this Data Processing Agreement.

Except where the context requires otherwise, references in this Data Processing Agreement to the Agreement are to the Agreement as amended by, and including, this Data Processing Agreement.

1. DEFINITIONS

In this Data Processing Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- 1.1 **"Applicable Laws"** means (a) European Union or Member State laws with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to EU Data Protection Laws; (b) laws of the United Kingdom with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to UK Data Protection Laws and (c) any other applicable law with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to any other Data Protection Laws;
- 1.2 **"Customer Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.3 **"Customer Group Member"** means Customer or any Customer Affiliate;
- 1.4 **"Customer Personal Data"** means any Personal Data Processed by a Contracted Processor on behalf of a Customer Group Member pursuant to or in connection with the Agreement;
- 1.5 **"Contracted Processor"** means Supplier or a Subprocessor;
- 1.6 **"Data Protection Laws"** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.7 **"EEA"** means the European Economic Area;
- 1.8 **"EU Data Protection Laws"** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.9 **"GDPR"** means EU General Data Protection Regulation 2016/679;
- 1.10 **"Restricted Transfer"** means:
 - 1.10.1 a transfer of Customer Personal Data from any Customer Group Member to a Contracted Processor; or
 - 1.10.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 6.3.3 or 12 below;

- 1.11 "Services" means the services and other activities to be supplied to or carried out by or on behalf of Supplier for Customer Group Members pursuant to the Agreement;
- 1.12 "Standard Contractual Clauses" means the contractual clauses set out in Appendix 3, amended as indicated (in square brackets and italics) in that Appendix and under section 13.4;
- 1.13 "Subprocessor" means any person (including any third party and any Supplier Affiliate, but excluding an employee of Supplier or any of its sub-contractors) appointed by or on behalf of Supplier or any Supplier Affiliate to Process Personal Data on behalf of any Customer Group Member in connection with the Agreement; and
- 1.14 "Supplier Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Supplier, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.15 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.16 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. ROLES OF THE PARTIES

- 2.1 Customer Group Member acts as the Controller.
- 2.2 Supplier and Supplier Affiliates act as the Processor.

3. PROCESSING OF CUSTOMER PERSONAL DATA

- 3.1 Supplier and each Supplier Affiliate shall:
 - 3.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
 - 3.1.2 not Process Customer Personal Data other than for the purpose of providing the Services specified in the Agreement unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Supplier or the relevant Supplier Affiliate shall to the extent permitted by Applicable Laws inform the relevant Customer Group Member of that legal requirement before the relevant Processing of that Personal Data.
- 3.2 Each Customer Group Member:
 - 3.2.1 instructs Supplier and each Supplier Affiliate (and authorises Supplier and each Supplier Affiliate to instruct each Subprocessor) to:
 - 3.2.1.1 Process Customer Personal Data; and
 - 3.2.1.2 in particular, transfer Customer Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Agreement;
and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1 on behalf of each relevant Customer Affiliate.

3.2.3 has sole responsibility for the accuracy, quality and legality of the Customer Personal Data and the means by which the Customer Group Member acquired the Customer Personal Data.

3.3 Appendix 1 to this Data Processing Agreement sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Customer may make reasonable amendments to Appendix 1 by written notice to Supplier from time to time as Customer reasonably considers necessary to meet those requirements. Nothing in Appendix 1 (including as amended pursuant to this section 3.3) confers any right or imposes any obligation on any party to this Data Processing Agreement.

4. SUPPLIER AND SUPPLIER AFFILIATE PERSONNEL

Supplier and each Supplier Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor, who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. SECURITY

5.1 Supplier and each Supplier Affiliate has implemented and maintains a comprehensive written information security program that complies with Data Protection Laws and Appendix 2 of this Data Processing Agreement, including appropriate technical and organizational measures to ensure a level of security appropriate to the risk, which includes at the minimum the security measures listed in Appendix 2 and as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Personal Data.

5.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Supplier and each Supplier Affiliate shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.3 In assessing the appropriate level of security, Supplier and each Supplier Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. SUBPROCESSING

6.1 Each Customer Group Member authorises Supplier and each Supplier Affiliate to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 6 and any restrictions in the Agreement.

6.2 Supplier and each Supplier Affiliate may use the following Subprocessors, subject to Supplier and each Supplier Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4:

- Databarracks (Data storage and infrastructure)
- Amazon Web Services (Data storage and infrastructure)
- Zoho (CRM and helpdesk)
- Experian (Verification service)
- Equifax (Verification service)
- Acuris (Adverse information screening)

Supplier shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor no later than 60 days prior to any such change. If, within 10 days of receipt of that notice, Customer notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, neither Supplier nor any Supplier Affiliate shall appoint (nor disclose any Customer Personal Data to) the proposed Subprocessor except with the prior written consent of Customer.

6.3 With respect to each Subprocessor, Supplier or the relevant Supplier Affiliate shall:

- 6.3.1 before the Subprocessor first Processes Customer Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the Agreement;
- 6.3.2 ensure that the arrangement between on the one hand (a) Supplier, or (b) the relevant Supplier Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Data Processing Agreement and meet the requirements of article 28(3) of the GDPR;
- 6.3.3 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Supplier, or (b) the relevant Supplier Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Customer Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant Customer Group Member(s) (and Customer shall procure that each Customer Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution); and
- 6.3.4 provide to Customer for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Data Processing Agreement) as Customer may request from time to time.

6.4 Supplier and each Supplier Affiliate shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Customer Personal Data carried out by that Subprocessor, as if it were party to this Data Processing Agreement in place of Supplier.

7. DATA SUBJECT RIGHTS

7.1 Taking into account the nature of the Processing, Supplier and each Supplier Affiliate shall assist each Customer Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer Group Members' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Supplier shall:

7.2.1 promptly notify Customer if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Supplier shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the Contracted Processor responds to the request.

8. PERSONAL DATA BREACH

8.1 Supplier shall notify Customer as soon as reasonably practicable upon Supplier or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow each Customer Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 Supplier shall co-operate with Customer and each Customer Group Member and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Supplier and each Supplier Affiliate shall provide reasonable assistance to each Customer Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

Supplier and each Supplier Affiliate warrants that upon termination of the Agreement or upon request to securely delete or return Personal Data, comply with Customer Group Member's request, and securely delete existing copies unless applicable laws requires storage of the Customer Personal Data (in which case Supplier and each Supplier Affiliate will protect the confidentiality of the Customer Personal Data, will not actively Process the Customer Personal Data anymore, and will continue to comply with this Data Processing Agreement)

11. AUDIT RIGHTS

11.1 Subject to sections [11.2 to 11.4], Supplier and each Supplier Affiliate shall make available to each Customer Group Member on request all information necessary to demonstrate compliance with this Data Processing Agreement, and shall allow for and contribute to audits, including inspections, by any Customer Group Member or an auditor mandated by any Customer Group Member in relation to the Processing of the Customer Personal Data by the Contracted Processors.

- 11.2 Information and audit rights of the Customer Group Members only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
- 11.3 Customer or the relevant Customer Affiliate undertaking an audit shall give Supplier or the relevant Supplier Affiliate reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
- 11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;
 - 11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer or the relevant Customer Affiliate undertaking an audit has given notice to Supplier or the relevant Supplier Affiliate that this is the case before attendance outside those hours begins; or
 - 11.3.3 for the purposes of more than [one] audit or inspection, in respect of each Contracted Processor, in any [calendar year], except for any additional audits or inspections which:
 - 11.3.3.1 Customer or the relevant Customer Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Supplier's or the relevant Supplier Affiliate's compliance with this Data Processing Agreement; or
 - 11.3.3.2 A Customer Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,where Customer or the relevant Customer Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Supplier or the relevant Supplier Affiliate of the audit or inspection.

12. RESTRICTED TRANSFERS

- 12.1 Subject to section 12.3, each Customer Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Customer Group Member to that Contracted Processor.
- 12.2 The Standard Contractual Clauses shall come into effect under section 12.1 on the later of:
- 12.2.1 the data exporter becoming a party to them;
 - 12.2.2 the data importer becoming a party to them; and
 - 12.2.3 commencement of the relevant Restricted Transfer.
- 12.3 Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.
- 12.4 Supplier warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor which is not a Supplier Affiliate, Supplier's or the relevant Supplier Affiliate's entry into the Standard Contractual Clauses under section 12.1, and agreement to variations to those Standard Contractual

Clauses made under section 13.4.1, as agent for and on behalf of that Subprocessor will have been duly and effectively authorised (or subsequently ratified) by that Subprocessor.

13. GENERAL TERMS

Governing law and jurisdiction

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

13.1.1 the parties to this Data Processing Agreement hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Data Processing Agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this Data Processing Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

Order of precedence

13.2 Nothing in this Data Processing Agreement reduces Supplier's or any Supplier Affiliate's obligations under the Agreement in relation to the protection of Personal Data or permits Supplier or any Supplier Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Data Processing Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3 Subject to section 13.2, with regard to the subject matter of this Data Processing Agreement, in the event of inconsistencies between the provisions of this Data Processing Agreement and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Data Processing Agreement, the provisions of this Data Processing Agreement shall prevail.

Changes in Data Protection Laws, etc.

13.4 Customer may:

13.4.1 by at least 30 (thirty) calendar days written notice to Supplier from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

13.4.2 propose any other variations to this Data Processing Agreement which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.

13.5 If Customer gives notice under section 13.4.1:

13.5.1 Supplier and each Supplier Affiliate shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 6.4.3; and

13.5.2 Customer shall not unreasonably withhold or delay agreement to any consequential variations to this Data Processing Agreement proposed by Supplier to protect the Contracted Processors against additional risks associated with the variations made under section 13.4.1 and/or 13.5.1.

13.6 If Customer gives notice under section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.

13.7 Neither Customer nor Supplier shall require the consent or approval of any Customer Affiliate or Supplier Affiliate to amend this Data Processing Agreement pursuant to this section 13.5 or otherwise.

Severance

13.8 Should any provision of this Data Processing Agreement be invalid or unenforceable, then the remainder of this Data Processing Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

compliance assistant

APPENDIX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Appendix 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement.

The nature and purpose of the Processing of Customer Personal Data

- Screening of parties to comply with applicable laws and regulations
- Any other Processing as stipulated as Services in the Agreement

The types of Customer Personal Data to be Processed

- Title
- First and last names
- Age
- Gender
- Date of birth
- Nationality
- Current address
- Previous address
- Telephone numbers
- Bank account details
- ID documentation
- Any other data required to comply with applicable laws and regulations.

The categories of Data Subject to whom the Customer Personal Data relates

Customers, business partners, vendors, employees, agents and advisors of Customer Group Member.

Owners, directors, shareholders, beneficial owners, controllers, employees and customers of customers, business partners or vendors of Customer Group Member.

The obligations and rights of Customer and Customer Affiliates

The obligations and rights of Customer and Customer Affiliates are set out in the Agreement and this Data Processing Agreement.

APPENDIX 2: List of Security Measures

1. Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Personal Data are processed, include:

- Establishing security areas, restriction of access paths
- Establishing access authorizations for employees and third parties
- Access control system (ID reader, magnetic card, chip card)
- Key management, card-keys procedures
- Door locking (electric door openers etc.)
- Security staff,
- Surveillance facilities, video/CCTV monitor, alarm system
- Securing decentralized data processing equipment and personal computers

2. Virtual access control

Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include:

- User identification and authentication procedures
- ID/password security procedures
- Automatic blocking (e.g. password or timeout);
- Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts;
- Creation of **one** master record per user, user master data procedures, per data processing environment;
- Encryption of archived data media.

3. Data access control

Technical and organizational measures to ensure that persons entitled to use a data processing system gain access only to such Customer Personal Data in accordance with their access rights, and that Customer Personal Data cannot be read, copied, modified or deleted without authorization, include:

- Internal policies and procedures
- Control authorization schemes
- Differentiated access rights (profiles, roles, transactions and objects)
- Monitoring and logging of accesses
- Disciplinary action against employees who access Personal Data without authorization
- Reports of access
- Access procedure
- Change procedure
- Deletion procedure
- Encryption.

4. Disclosure control

Technical and organizational measures to ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Personal Data are disclosed, include:

- Encryption
- Logging

5. Entry control

Technical and organizational measures to monitor whether data have been entered, changed or removed (deleted), and by whom, from data processing systems, include:

- Logging and reporting systems
- Audit trails and documentation

6. Control of instructions

Technical and organizational measures to ensure that Customer Personal Data are processed solely in accordance with the Instructions of the Controller include:

- Unambiguous wording of the contract;
- Formal commissioning (request form);

7. Availability control

Technical and organizational measures to ensure that Personal Data are protected against accidental destruction or loss (physical/logical) include:

- Backup procedures;
- Mirroring of hard disks (e.g. RAID technology);
- Uninterruptible power supply (UPS);
- Remote storage;
- Anti-virus/firewall systems;
- Disaster recovery plan.

8. Separation control

Technical and organizational measures to ensure that Customer Personal Data collected for different purposes can be processed separately include:

- Separation of databases;
- "Internal client" concept / limitation of use;
- Segregation of functions (production/testing);
- Procedures for storage, amendment, deletion, transmission of data for different purposes.

APPENDIX 3: Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as **Customer** in the Agreement,

(the data **exporter**)

And

The entity identified as **Supplier** in the Agreement,

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing Agreement ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal 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.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal 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;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC; *[If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.]*
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

APPENDIX I TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

.....

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

.....

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

.....

Categories of data

The personal data transferred concern the following categories of data (please specify):

.....

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

.....

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

.....

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Data Importer will, as a minimum, implement the security measures provided in Appendix 2 of the Agreement.

compliance assist