

Professional Services Agreement
Between
Shared Services Connected Limited
and
<<Insert Supplier Name>>

THIS AGREEMENT (the "Agreement") is made 20 [redacted]

Between

- (1) **Shared Services Connected Limited**, incorporated in England and registered under number 08460577 whose registered office is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH, ("the Customer"); and
- (2) [**Name**] incorporated in [**jurisdiction**] and registered in [**Registry**] under reference [**number**] whose registered office or principal office is at [**address**] ("the Supplier")

1. INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.8.

Contract: the contract between the Customer and the Supplier for the supply of Services in accordance with these Conditions.

Customer: the person or Company who purchases the services from the Supplier.

Customer Materials: has the meaning set out in clause 3.3(i).

Deliverables: all documents, 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 or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the supply of Services, as set out in the Customer's purchase order form.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Statement of Work.

Statement of Work: the description or Statement of Work for the Services agreed in writing by the Customer and the Supplier [annexed hereto as Schedule 1].

Supplier: the person or firm from whom the Customer purchases the Services

Supplier's Proposal: the proposal of the Supplier for the performance of the Services [annexed hereto as Schedule 2].

Warranty Period: means the period set out in the Statement of Work.

1.2 Construction

In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes [and e-mails].

1.3 Order of precedence. If there is any conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in these Conditions, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the clauses
- (b) the Statement of Work;
- (c) the Supplier's Proposal; and
- (d) any other document referred to in the Order Form or any other document attached to the Order Form.

2. BASIS OF CONTRACT

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

- 2.2 The Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing written acceptance of the Order; or
 - (b) any act by the Supplier consistent with fulfilling the Order,
at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
3. SUPPLY OF SERVICES
- 3.1 The Supplier shall provide the Services to the Customer in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 3.3 In providing the Services, the Supplier shall:
- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (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 in accordance with this Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and Statement of Works set out in the Statement of Work, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises, and any security requirements set out in the Statement of Work;

- (i) hold all materials, equipment and tools, drawings, Statement of Works, reports, findings, evidence and data supplied by the Customer to the Supplier (Customer Materials) in safe custody, to a level commensurate with the Customer's Information Security policies and standards or better, at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

4. CUSTOMER REMEDIES

- 4.1 If the Supplier fails to perform the Services by the applicable dates, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
 - (d) where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
 - (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2 In the event that any defect or non-conformity with the requirements of the Contract is discovered in the Services (including any Deliverables) within the Warranty Period, the Supplier shall promptly remedy the same without cost to the Customer.
- 4.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 4.4 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

5. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services;

- (b) provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

6. CHARGES AND PAYMENT

- 6.1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 6.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 6.4 All amounts payable by the Customer under the Contract 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 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.
- 6.5 If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the base rate for the time being of Barclays Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Customer disputes in good faith.
- 6.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.
- 6.7 The Customer may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier [under the Contract] against any amount payable by the Customer to the Supplier under the Contract.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 In respect of any goods that are transferred to the Customer under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.
- 7.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 7.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 7.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 7.2.
- 7.5 All Customer Materials are the exclusive property of the Customer.

8. LIMITATION OF LIABILITY, INDEMNITY

- 8.1 Neither party limits its liability for:
- (a) death or personal injury caused by its negligence, or that of its employees, agents or Suppliers (as applicable); or
 - (b) fraud or fraudulent misrepresentation by it or its employees; or
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Subject to clause 8.1, the Supplier's total aggregate liability:
- (a) in respect of the indemnities in clauses 8.5 (Third party claims and IPR), 9 (Confidentiality), 11 (Anti-Bribery), 14 (Data Protection) and 15 (TUPE), and in respect of any breach of Law (whether or not expressed as an indemnity) shall be unlimited;

- (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract shall in no event exceed £5,000,000 (subject to indexation).
- 8.3 Subject to clauses 8.1 and 8.5, neither party will be liable to the other party for:
- (a) any indirect, special or consequential loss or damage; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 8.4 Subject to clause 8.2, the Customer may, amongst other things, recover as a direct loss:
- (a) any additional operational and/or administrative costs and expenses arising from the Supplier's default;
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's default;
- 8.5 The Supplier shall keep the Customer 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 Customer as a result of or in connection with:
- (a) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or Suppliers; and
- (b) any claim brought against the Customer 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.
- (c) any third party (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body), pursuant to the IR35 legislation, ITEPA or the NIC legislation and/or any supporting or consequential secondary legislation relating thereto arising out of or in connection with the supply of the Services
- 8.6 For the duration of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 8.7 This clause 8 shall survive termination of the Contract.

9. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, Statement of Works, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (Disclosing Party), its employees, agents or Suppliers, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or Suppliers as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or Suppliers are subject to obligations of

confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

10. NON-SOLICITATION

During the period during which any Services are being provided under the Contract and for twelve months following termination of such Services for any reason:

- (a) the Supplier will not directly or indirectly solicit, recruit or employ the services of any person or company engaged by the Customer in the performance of the Services. If the Supplier is in breach of this condition it shall immediately pay to the Customer a sum equal to the first six months' gross remuneration of any individual so engaged. Such sum shall be by way of liquidated damages and shall be due and payable immediately upon termination of such individual's engagement with the Customer. For the avoidance of doubt, the engagement by the Supplier of the Customer's personnel as a consequence of any such person responding, otherwise than at the specific request of the Supplier, to a published advertisement shall not constitute a breach of this clause; and
- (b) the Supplier shall not, and shall procure that its personnel, agents and Suppliers and their personnel shall not contract or solicit business with any Customer client for whom the Services have been supplied (other than any business which the Supplier can evidence was in place between such client and the Supplier at the date of the Order for the Services).

11. ANTI-BRIBERY PROVISIONS

11.1 Compliance with relevant requirements

The Supplier shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with any Contract 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) not do, or omit to do, any act that will cause or lead the Customer or its end customer to be in breach of any of the Relevant Requirements;
- (d) have and shall maintain in place throughout the term of any Contract its own policies and procedures, including but not limited to Adequate Procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (e) promptly report to the Customer's Legal Director at legalservices@steria.co.uk any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of any Contract;
- (f) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;
- (g) within 3 months of the date of any Contract, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause 11 by the Supplier and all persons associated with it as defined under clause 11.6. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

11.2 Additional audit and record keeping

- (a) The record keeping, audit and other related terms and obligations set out in clause 6.6 shall equally apply to the Supplier's compliance with this clause 11 and, without limitation, shall extend to all payments made by the Supplier in connection with any Contract.
- (b) The rights of audit granted in this clause 11 shall continue for three years after the term of any Contract.

11.3 Warranties and representations:

- (a) The Supplier warrants and represents that

it meets all the minimum provisions of the Customer's "Supplier Code of Conduct". A current version is available at www.soprasteria.co.uk/about-us/working-with-suppliers.

- (b) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving bribery or corruption;
 - (ii) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
 - (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- (c) the Supplier shall promptly notify the Customer if, at any time during the term of any Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in this clause 11 at the relevant time.

11.4 Subcontracting:

- (a) The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with any 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 the Supplier in this clause 11 ("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 Customer for any breach by such persons of any of the Relevant Terms.
- (b) Any Subcontract shall be recorded in writing and shall include provisions allowing termination of the Subcontract by the Supplier in accordance with clause 11.5(b) and a provision for automatic termination of the Subcontract in the event of, and at the same time as, the termination of any Contract.

11.5 Enforcement

- (a) The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach of this clause 11 by the Supplier or any breach of provisions equivalent to this clause 11 in any Subcontract by any Supplier.
- (b) Breach of this clause 11 shall be deemed a material breach incapable of remedy under clause 16.1(a).

- (c) If the Customer is entitled to terminate any Contract for breach of this clause 11, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination, and the Customer shall be entitled to reclaim from the Supplier as a debt any amount paid or received by Supplier or its Suppliers under or in connection with such Contract in contravention of this Clause or its equivalent(s).
- (d) Regardless of any other provision in these Conditions, the Customer shall not be obliged to do, or omit to do, anything which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

11.6 General

For the purpose of this clause 11, the meaning of Adequate Procedures 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), and section 8 of that Act respectively. For the purposes of this clause 11 a person associated with the Supplier includes but is not limited to any Supplier of the Supplier.

12. SUPPLY CHAIN REQUIREMENTS

12.1 Compliance with relevant requirements

The Supplier shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with any Contract shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to:

- (i) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- (ii) prevention of slavery and human trafficking, including but not limited to the Modern Slavery Act 2015
- (iii) prevention of crime, including but not limited to Part 3 of the Criminal Finances Act 2017

(each "Relevant Requirements")

(b) not engage in any activity, practice or conduct which would constitute an offence under sections

- (iv) 1, 2 or 6 of the Bribery Act 2010; or
- (v) 1, 2, 4, or Schedule 1 of the Modern Slavery Act 2015 if carried out in the UK; or
- (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

(c) not do, or omit to do, any act that could cause or lead Customer or its Client to be in breach of any of the Relevant Requirements;

(d) either comply with Customer's policies on (1) anti-bribery and (2) modern slavery (as publicised on Customer's website from time to time) or have and maintain in place throughout the term of any Contract its own policies and procedures, including but not limited to Adequate Procedures under the Bribery Act 2010, reasonable prevention procedures under the Criminal Finances Act 2017 and a modern slavery policy to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

(e) promptly report to Customer's Legal Director at Legal.Services@soprasteria.com any request or demand for any undue financial or other advantage or to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 of any kind received by the Supplier in connection with the performance of any Contract;

(f) if requested, provide Customer with any reasonable assistance, at Customer's reasonable cost, to enable Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;

(g) within 3 months of the date of any Contract, and annually thereafter, certify to Customer in writing signed by an officer of the Supplier, compliance with this clause 12 by the Supplier and all persons associated with it as defined under clause 12.6. The Supplier shall provide such supporting evidence of compliance as Customer may reasonably request

12.2 Additional audit and record keeping

(a) The record keeping, audit and other related terms and obligations set out in clause 7.4 shall equally apply to the Supplier's compliance with this clause 12 and, without limitation, shall extend to all payments made by the Supplier in connection with any Contract.

(b) The rights of audit granted in this clause 12 shall continue for three years after the term of any Contract.

12.3 Warranties and representations

The Supplier warrants and represents that:

- (a) it meets all the minimum provisions of the Customer's "Supplier Code of Conduct". A current version is available at www.soprasteria.co.uk/about-us/working-with-Suppliers;
- (b) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving bribery or corruption or any form of slavery or human trafficking;
 - (ii) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
 - (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- (c) The Supplier shall promptly notify the Customer if, at any time during the term of any Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in this clause 12 at the relevant time.

12.4 Subcontracting

- (a) The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with any 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 the Supplier in this clause 12 ("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 Customer for any breach by such persons of any of the Relevant Terms.
- (b) Any Subcontract shall be recorded in writing and shall include provisions allowing termination of the Subcontract by the Supplier in accordance with clause 12.5(b) and a provision for automatic termination of the Subcontract in the event of, and at the same time as, the termination of any Contract.

12.5 Enforcement

- (a) The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach of this clause 12 by the Supplier or any breach of provisions equivalent to this clause 12 in any Subcontract by any Supplier.
- (b) Breach of this clause 12 shall be deemed a material breach incapable of remedy which shall entitle Customer to terminate this Agreement.
- (c) If the Customer is entitled to terminate any Contract for breach of this clause 12, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination, and the Customer shall be entitled to reclaim from the Supplier as a debt any amount paid or received by Supplier or its Suppliers under or in connection with such Contract in contravention of this Clause or its equivalent(s).
- (d) Regardless of any other provision in these Conditions, the Customer shall not be obliged to do, or omit to do, anything which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

12.6 General

For the purpose of this clause 12, the meaning of Adequate Procedures 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), and section 8 of that Act respectively. For the purposes of this clause 12 a person associated with the Supplier includes but is not limited to any Supplier of the Supplier.

13. ENVIRONMENTAL, SOCIAL AND ECONOMIC SUSTAINABILITY; ETHICAL BUSINESS PRACTICES

The Supplier shall demonstrate a commitment to, and continual improvement in, the management of environmental, social and economic sustainability, and shall conduct business in an ethical manner. This commitment and continual improvement shall be evidenced by written policies, statements, and reports, and is subject to evaluation and audit by the Customer. The Supplier shall participate in assessments of the Supplier's sustainability and business ethics as required by the Customer. The Supplier shall provide information about and evidence of the Supplier's sustainability and business ethics management as required by the Customer.

13.1 Environmental Sustainability

Supplier will implement a functioning environmental management system in accordance with ISO 14001 or equivalent. Third-party certification is recommended but not required. Supplier will comply with all EU environmental directives affecting the Goods and/or Services from the date such directives and/or their national implementation become legally enforceable, including, but not limited to, the WEEE (Waste Electrical and Electronic Equipment) Directive (effective August 2005) and the RoHS (Restriction of Hazardous Substances) Directive (full compliances required by July 2006) and the EUP (the setting of eco-design requirements for energy-using products) Directive (2005/32/EC). With respect to the RoHS Directive, Supplier must be able to demonstrate to Customer's satisfaction that no lead, hexavalent chromium, cadmium, mercury or polybrominated biphenyls (PBB)/polybrominated diphenyl ethers (PBDE) are present in any product covered by the ROHS Directive used or provided by the Supplier in providing the Services or any Goods under this Agreement in the EU, except where exemptions allowing the use of such substances apply under applicable law. With respect to WEEE, Supplier must comply in particular but without limitation, with the requirements regarding the marking of products (including any required labels or symbols). Upon request, Supplier will provide Customer with a copy of its plan regarding its implementation and management of the WEEE, RoHS and EUP directives and will ensure that any changes to this plan are provided to Customer within thirty (30) days of the change coming into effect. If the Supplier is providing office ICT equipment for which there is a UK Government Buying Standard, the Supplier shall provide equipment that meets the minimum mandatory requirements within the Government Buying Standard for the equipment's category. Upon request the Supplier will provide evidence of its products' compliance with Government Buying Standards.

13.2 Equality, Diversity & Inclusion

Supplier will employ workers based on their ability to do the job and not based on their personal characteristics or beliefs. Supplier will ensure it does not unlawfully discriminate against staff because of their actual or perceived gender, gender reassignment, sexual orientation, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, disability or age (the 'protected characteristics'). Supplier will have an up-to-date equality, diversity and inclusion policy. Supplier will demonstrate continual improvement in its management equality, diversity and inclusion.

13.3 Human Rights, Labour Rights & Modern Slavery

Supplier will assure that Goods (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labour, including debt bondage, or with the use of illegal child labour in violation of International Labour Conventions for minimum age (ILO-C138) and child labour (ILO-C182). If Supplier recruits contract workers, the Supplier will pay agency

recruitment commissions, will not require workers to remain in employment for any period of time against their will, and will not impose any early termination penalties on workers. If Supplier provides

housing or eating facilities, the Supplier will assure the facilities are operated and maintained in a safe, sanitary and dignified manner. The Supplier will ensure that where overtime of their employees is required, if accepted by the employee, such request shall not create inhumane working conditions to the detriment of the employee. Supplier will pay workers at least the minimum legal wage, or where no wage laws exist, the local industry standard. Payment of Supplier's workers of a Living Wage is recommended, but not required. Supplier will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law. Supplier will not routinely require workers to work in excess of six (6) consecutive days without a rest day. Supplier will comply with the terms of this Clause 13 together with all laws and regulations applicable in the country in which the Order was placed. Supplier will put in place the necessary measures, including policy, governance and audits to ensure no forms of slavery or human trafficking exist within its own operations or within those of its Suppliers and business partners, and that it complies with the Modern Slavery Act 2015.

13.4 Health & Safety

Supplier will have a health and safety policy, processes, procedures and governance in place to ensure it operates safe, healthy and fair working environments. Supplier will conduct periodic audits of its policy, processes, procedures and governance to ensure they remain effective. For Suppliers whose operations require more dangerous kinds of work to be undertaken by employees, the Customer recommends certification to ISO18001 (Health & Safety), but this is not required.

13.5 Workforce skills & professional development

Supplier shall have practices in place to support the development of the skills of its workforce in line with its business needs. Supplier shall have practices in place to provide performance reviews for employees to enable them to develop their skills and careers.

13.6 Ethical Business Practices

The Customer is committed to operating ethically. The Customer will not do business with any entity or person where the Customer believes that improper or unethical practices are involved. The Customer expects its Suppliers to abide by this policy and not to have a relationship with another entity or person, or engage in any activity that results or may result in a conflict of interest, or embarrassment to the Customer, or harm to the Customer's reputation. The Supplier agrees to perform the Services and/or provide the Goods with the highest ethical standards. The Supplier will: (a) maintain transparency and accuracy in corporate record keeping; (b) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property; and (c) comply with legal requirements regarding fair competition and antitrust, and accurate and truthful marketing.

13.7 Supplier's Supply Chain

The Customer is committed to maintaining a sustainable supply chain, and therefore requires the Supplier to monitor and manage the sustainability of its supply chain. The Supplier shall show evidence that it is working to improve the sustainability of its supply chain, either by encouraging its Suppliers to improve, selecting more sustainable Suppliers, or both.

14. DATA PROTECTION.

Where the Services to be supplied under a Schedule to this Agreement include Processing by the Supplier (or a sub-processor engaged by the Supplier) of Personal Data on behalf of Customer or the Client, the parties shall comply with the provisions of the Data Processing Annex to this Agreement and shall set out details of the Personal Data concerned in the relevant Schedule to this Agreement.

15. TUPE

Neither party intends that the entry into or termination (for any reason) of any Contract should give rise to any Transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time. Supplier shall hold harmless and indemnify the Customer from and against any loss, liability, costs (including legal costs), or expenses arising in connection with any actual or alleged Transfer.

16. TERMINATION

16.1 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) working days of receipt of notice in writing of the breach;
- (b) the Supplier 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 or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Supplier 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;
- (d) 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 the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (e) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- (f) a creditor or encumbrancer of the Supplier 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 its assets and such attachment or process is not discharged within 14 days;
- (g) 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 Supplier (being a company);

- (h) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a receiver is appointed, or a person becomes entitled to appoint a receiver, over any substantial part of the assets of the Supplier ;
- (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b) to clause 16.1(i) (inclusive);
- (k) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- (l) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without limiting its other rights or remedies, the Customer may terminate the Contract for convenience and without penalty by giving the Supplier 30 days' written notice or any shorter notice set out in the Statement of Work.

17. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. GENERAL

18.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or

circumstances prevent the Supplier from providing any of the Services for more than 10 working days, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

18.2 Assignment and subcontracting:

- (a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- (b) The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

18.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

18.4 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.5 Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.



(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.8 Entire Agreement and Variation:

(a) These Conditions and the Order Form, together with the documents referred to in clause 1.3 or attached to the Order, constitute the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters.

(b) Nothing in this clause 18.8 shall operate to exclude any liability for fraud.

(c) Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.

18.9 Governing law and jurisdiction: The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of
Customer Limited

Signed for and on behalf of

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DATA PROCESSING ANNEX

IN THIS DATA PROCESSING ANNEX:

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

Supplier Personnel: means all directors, officers, employees, agents, consultants. Contractors and suppliers of the Supplier and/or of any Sub-processor engaged in the Processing of Personal Data under this Agreement.

DEFINITIONS:

[**Client:** means any third party who is for whom the Supplier Processes Personal Data listed in a Schedule to this Agreement.]

NOTE THIS NOTE AND THE ABOVE DEFINITION CAN BE DELETED ONCE REFERENCE TO CLIENT AND CUSTOMER ARE AGREED IN THIS ANNEX. IF ALL PROCESSING UNDER THIS SUB IS FOR A CLIENT, THEN CLIENT WILL ALWAYS BE THE CLIENT. REFERENCES TO CLIENT ARE THEREFOR DISTINCT FROM REFERENCES TO CUSTOMER

Data Protection Legislation:

- (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time
- (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy;
- (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Client as Controller of the impact of the envisaged processing on the protection of Personal Data.

Process, Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (*Regulation (EU) 2016/679*)

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

Protective Measures: appropriate technical and organisational measures taking into account the level of damage and/or distress that a Data Subject might suffer resulting from any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted stored or otherwise processed, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any third party appointed to process Personal Data on behalf of the Supplier.

1. DATA PROTECTION

- 1.1 This Data Processing Annex applies if and to the extent Supplier Processes Client's Personal Data in the course of providing the services set out in a Schedule to this Agreement.
- 1.2 Where Clause 1.1 to this Annex does not apply but the Supplier Processes Personal Data
 - (a) limited to business contact details of the Client's personnel (employees, agents and Suppliers);
 - (b) for purposes limited to its administration of a contract with the Client which does not otherwise involve Processing of Personal Data;it will do so as Controller strictly in accordance with Data Protection Legislation and Law.
- 1.3 Supplier represents, warrants and undertakes that it will take all measures required of it to ensure that processing by it under this Data Processing Annex will comply with the requirements of the Data Protection Legislation and Law.
- 1.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor of the Personal Data listed in a Schedule to this Agreement. The only processing of such Data that the Supplier is authorised to do is listed in a Schedule to this Agreement and may not be determined by the Supplier.
- 1.5 The Supplier shall notify Customer immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

- 1.6 The Supplier shall provide all reasonable assistance to Customer and the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of Customer or the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.7 Where the Supplier obtains or collects any Personal Data on behalf of the Client under this Agreement it shall (and shall procure that any Sub-processor shall)
- (a) ensure that the data can be lawfully processed, by all recipients in accordance with this Agreement and that the information required by the Data Protection Legislation is provided to the Data Subjects in the form of a data protection notice.
 - (b) where applicable, ensure that its collection process obtains all necessary consents for the processing of Personal Data and evidence of such consents, and that such consents meet the standards set out in Article 7 of the GDPR. Such data protection notice, consent wording and method for evidencing such consents is to be agreed with Customer in writing in advance. The Supplier shall not (and shall procure that any Sub-Supplier shall not) modify or alter the form of these agreed words or methods in any way without the prior written consent of Customer. Where the Supplier is obtaining consent on behalf of the Client, it shall (unless otherwise agreed with Customer) also be responsible for implementing mechanisms to meet the requirement of Article 7(3) of GDPR to make it as easy to withdraw consent as it is to give consent.
- 1.8 In relation to any Personal Data processed in connection with the Services the Supplier shall:
- (a) process that Personal Data only in accordance with the Schedule to this Data Processing Annex, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement and the relevant Schedule;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Agreement in respect of the Processing of Personal Data;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone and regularly refresh adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of Customer and/or the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist Customer and the Client in meeting their obligations); and
 - (iv) the Supplier complies with any instructions notified to it in advance by Customer with respect to the processing of the Personal Data;
- (e) on termination of the Services at the written direction of Customer delete or return the relevant Personal Data (and any copies of it together with any encryption keys or other means required to enable Customer and the Client to Process the Personal Data) to Customer or the Client unless the Supplier is required by Law to retain the Personal Data.

1.9 Subject to Clause 1.10 to this Annex, the Supplier shall notify Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);

- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event

in each case related to Personal Data Processed by it under this Data Processing Annex.

- 1.10 The Supplier's obligation to notify under Clause 1.9 to this Annex shall include the provision of further information to Customer in phases, as details become available and without the need for Client to make a request.
- 1.11 Where the Supplier becomes aware of a Data Loss Event the notification under Clause 1.9 to this Annex will at a minimum:
- (a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (b) describe the likely consequences of the personal data breach;
 - (c) describe the measures taken or proposed to be taken by the Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. The Supplier shall take such measures without delay.
- 1.12 Taking into account the nature of the processing, the Supplier shall provide Customer and the Client with full assistance in relation to either party's obligations under Data Protection Legislation and in respect of any complaint, communication or request referred to in Clause 1.9 to this Annex (and insofar as possible within the timescales reasonably required by Customer to enable Customer and the Client to comply with Data Protection Legislation) including by promptly providing:
- (a) Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by Customer to enable Customer and the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by Customer and the Client following any Data Loss Event;

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- (e) assistance as requested by Customer and the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 1.13 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Data Processing Annex (including but not limited to the record of processing required by Article 30 GDPR). This requirement does not apply where the Supplier employs fewer than two hundred and fifty (250) staff, unless:
- (a) the processing is not occasional;
 - (b) the processing includes special categories of data as referred to in Article 9 (1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.14 The Supplier shall permit Customer and the Client or a designated auditor to carry out periodic audits and/or inspections of its Data Processing activity, subject to appropriate confidentiality provisions, to reasonable notice and to the audit being carried out within normal working hours unless required as a matter of urgency, for example in connection with a Data Loss Event.
- 1.15 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.16 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
- (a) notify Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of Customer and/or the Client;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Data Processing Annex such that they apply to the Sub-processor; and
 - (d) provide Customer with such information regarding the Sub-processor as Customer may reasonably require and afford Customer and the Client an opportunity to object.
- 1.17 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.18 The liability of each party to the other or to a Data Subject for a breach of Data Protection Legislation shall be governed by the Data Protection Legislation and shall not be limited (including by any provision of this Agreement).
- 1.19 Customer and /or the Client may, at any time on not less than thirty (30) working Days' notice, revise this Data Processing Annex (and the relevant Schedule) as it applies to one or more Clients by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an



applicable certification scheme (which shall apply when incorporated by attachment to this Data Processing Annex), or if required to reflect the terms of the relevant Prime Contract.

- 1.20 The parties agree to take account of any guidance issued by the Information Commissioner's Office. Customer and/or the Client may on not less than thirty (30) working Days' notice to the Supplier require this Data Processing Annex to be amended to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.21 The obligations of the Sub-contractor under this Data Processing Annex shall be performed at no additional charge to Customer.