ONE WORLD LIMITED: MASTER SERVICES AGREEMENT

This Agreement effective on 24th April 2020 ('**Effective Date'**) is entered into between:

(1) **One World Global Trade Management Limited,** incorporated and registered in England and Wales (company number 09518626) with its registered office at Upminster Court, 133 Hall Lane, Upminster, RM14 1AL (**'Supplier'**):
(2) **The Secretary of State for the Department of Health and Social Care**, located at 39 Victoria Street, London, SW1H 0EU ('**Client**'), each being referred to as a '**Party**' and together, the '**Parties**'.

INTRODUCTION

The purpose of this Agreement is to provide the Client with ongoing access to the One World Limited Global Trade Management (GTM) solution and to set out for the Client's benefit, how the Client's Data will be stored and protected. The One World Limited GTM solution is a Software as a Service Solution owned and provided by One World Limited and comprises both web applications accessible from any internet-connected device and mobile applications for the execution, downloadable to an approved handheld device from One World's secure server.

Supplier grants Client a non-exclusive and non-transferable right to use the Service One World Limited GTM solution as set out in this Agreement. Client is entitled to receive from Supplier:

- User Accounts (Web access login and Handheld application login to One World Limited GTM solution) for the Client's Users and its authorised third-party users.

Cost model may differ depending on the solution used by the Client, please refer to Annex C for details.

The recitals and annexes are an integral and substantial part of this Agreement.

TERMS AND CONDITIONS

1. INTERPRETATION

In this Agreement, unless the context otherwise requires, the capitalised terms below have the following meanings:

'**Account**'	the personal profile created by each individual Administrator/User - protected by a personal user ID and password - that can be managed exclusively by the Administrator/User and is not transferable, but is necessary for accessing the Service;
'**Administrator/s**'	the employees designated by Client, authorised to create new Accounts, and to manage the Service in any other manner made available by Supplier;
'**Agreement**'	these terms and conditions and all Annexes;
'**Effective Date**'	the date on which Client accepts this Agreement;
'**Confidentiality**'	refers to confidential information which will be subject to the confidentiality policy published on the Site ('**Confidentiality Policy**') which each User and Operator must read and/or approve (including by giving their own consent, if deemed appropriate), in order to create an Account and to access the Service;
'Competitor'	a third party business that sells or provides (or is reasonably capable and likely of selling or providing) the same or similar goods or services as those provided by the Supplier (or its direct or indirect parent companies or affiliates).
'Competitively Sensitive Information'	Data relating to a Competitor which is not in the public domain and comprises the Competitor's: i) current or future prices; ii) key contractual or commercial terms, including the discounts, rebates, margins or commissions it offers or receives; iii) commercial strategies and plans; iv) innovations and future service or products; v) capacity/output, market share, sales or volume data; vi) costs; vii) current or proposed tenders or bids; viii) revenues and financial position; ix) customer or supplier lists; (x) or other Data the nature of which the Supplier, acting reasonably, should otherwise reasonably consider as constituting Competitor's sensitive information.
'**Content**'	information, documents, software, products and services contained within the Service or made available to Client within the sphere of use of the Service;
'**Data**'	any data, information or material provided or sent by Client to the Supplier within the scope of use of the Service;
'**Fee**'	the recurring fee that Client must pay for the use of the Service (payment frequency and terms will be defined within Annex C);
'Platform Fee'	the fees described in Annex C;
'Service/s'':	refers to the combined functionalities/services supplied by Supplier, which can be accessed by Client pursuant to this Agreement, including Technology and Content of the Supplier's systems as more particularly described in Annex C;
'System Availability'	means the service level based on which the Supplier is required to guarantee full use of the Services that the Client has subscribed to. The Service is accessible 24/7, but its guaranteed availability refers

	to the timeframe of the service agreement purchased as more particularly described in Annex C.
'Website'	means the website/url used by the Client to access the Service;
'**Technology**'	all Supplier's or its licensors' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other material or tangible or intangible information) made available to Client by Supplier during the course of the provision of the Service;
'**Users**'	the employees, representatives, consultants, contractors or agents of Client authorised to use the Service and furnished with a user ID and password by Client (or by Supplier upon Client's request) without administrative access to the Service (which is limited solely to the Administrator/s);

2. PURPOSE AND CONDITIONS OF ACCESS TO THE SERVICES

2.1. This Agreement's purpose is to govern the conditions of use of the Services as may be offered to Users and Administrators and to provide the Client with comfort that its Data, will be adequately dealt with and otherwise protected.

2.2. Upon registration, Administrators and Users shall:

2.2.1. Ensure the accuracy, completeness and truthfulness of the Data entered.

2.2.2. Undertake to keep their Data up to date, amending their information in the event of a change;

3. LICENCE FOR USE AND RESTRICTIONS

3.1. Supplier grants Client a non-exclusive and non-transferable right to use the Service as set out in this Agreement.

3.2. Access to the Service is not permitted to direct competitors of Supplier, without its prior written consent. Furthermore, Client may not access the Service in order to monitor its availability, performance or functionality, or for any other purpose of comparison or for competitive aims.

3.3. The Service includes the right for the Client to access a Help Desk support service. Availability of such service may differ depending on the system. Please refer to Annex C for more details.

3.4. Client undertakes not to:

3.4.1. license, sub-license, sell, resell, transfer, assign, distribute or exploit in any other way for commercial purposes, or potentially make the Service or its Content available to third parties in any way. For avoidance of doubt, any personnel (including consultants, workers, staff, employees, civil servants, subcontractors) working for or on behalf of the Government (whether in central Government, a local authority or such other Government department) shall not be deemed a third party for the purposes of this Agreement and the Client shall be free to make the Service or its Content available to all such persons to the extent required;

3.4.2. modify or create derivative works based on the Service or its Content;

3.4.3. create Internet "connections" to the Service, or carry out so-called framing or mirroring of any of the Content on any other server or wireless or Internet connected device;

3.4.4. decode or access the Service for the purpose of

3.4.4.1. creating a competing product or service;

3.4.4.2. creating a product using ideas, features, functions or graphics similar to those of the Service; or

3.4.4.3. copying any idea, feature, function or graphic of the Service.

3.4.5. The individual user Accounts may not be used or shared by more than one individual Person neither reassigned to different Person who have replaced the previous one, who must have terminated their employment or have changed their employment status or role and no longer access or use the Service.

3.4.6. Client shall use the Service exclusively for internal company purposes and undertakes not to:

3.4.6.1. send spam or other duplicated messages, or to send unsolicited messages in violation of applicable laws;

3.4.6.2. send or archive illegal, obscene, threatening, defamatory material or material that is in any other way illegal or harmful, including material harmful to minors or that violate the rights or privacy of third parties;

3.4.6.3. send or archive material containing viruses, worms, Trojan horses or other codes, files, scripts, agents or programs harmful to computers and software;

3.4.6.4. interfere with, or harm the integrity or the performance of the Service or the data contained therein;

3.4.6.5. seek to obtain unauthorised access to the Service or its systems or associated networks.

4. CLIENT'S RESPONSIBILITIES

4.1. Client is responsible for all activities that will be carried out by its Accounts and shall use reasonable endeavours to conform to applicable local, state, national and foreign laws, as well as treaties and regulations relating to the use of the Service, including those associated with data protection, privacy, confidentiality, international communications and the transmission or export of technical or personal data.

4.2. Client:

4.2.1. shall as soon as reasonably possible notify Supplier in the event of unauthorised use of any password or Account or any other security violation, known or suspected; and

4.2.2. shall as soon as reasonably possible notify Supplier and as soon as reasonably possible make all reasonable efforts in order to stop any copying or distribution of the Content that Client or its Users become aware of or about which they have suspicions; and

4.2.3. shall not impersonate another Account or provide false identification data to access or use the Service.

5. ACCOUNT INFORMATION

5.1. Supplier is not the owner and will not be responsible for any Data provided by Client during the use of the Service.

5.2. Without prejudice to the GDPR (as defined in Annex 1: Appointment of Data Processor), Client, and not Supplier, shall be fully liable for the accuracy, quality, integrity, legality, reliability, suitability and ownership of the intellectual property, or right to host or use the Data and (save where otherwise expressly agreed in writing) Supplier shall not be held liable for the transmission, deletion, correction, destruction, damage, loss of, or the failure to archive or back-up the Data which will remain Client's responsibility.

5.3. In the event of login system malfunction, as well as use of the Data by third parties, the Users and Administrators must send prompt notification, in order to enable Supplier to resolve the problem, and where necessary modify or cancel the Account.

5.4. The User/Administrator may modify his or her own Account and/or own Data whenever deemed appropriate, depending on the facilities available, and may freely give up access to the Service by cancelling the Account.
5.5. Supplier reserves the right to remove at any time, for any reason and without any notice period being necessary, the Account of a User, without any penalty, in case of the Account is acting not compliant of the present agreement.
5.6. In the event of this Agreement being terminated, the Supplier shall, upon request of Client, provide a file containing available Data to Client no later than 30 days from the termination of the Agreement. Supplier reserves the right to demand that any payments due under this Agreement are made before any Data files are provided to Client.
5.7. On termination of this Agreement, Client's right to access shall be revoked immediately and Supplier shall not be obliged to maintain the Data.
5.8. Data retention policy may differ depending on the system, please refer to the Annex C for further details.
5.9. The Supplier warrants, represents and undertakes to the Client that the Services shall (a) be prepared and performed by appropriately qualified, trained and experienced personnel, with due care and diligence and to the high standard of quality that a prudent, experienced and diligent provider of services of substantially the same nature as the Services would employ and to the high standard of quality that it is reasonable for the Client to expect in the circumstances.

6. INTELLECTUAL PROPERTY

6.1. The Supplier is the exclusive owner of all the rights, titles and interests, including the intellectual property rights, any rights in the Technology, Content and Service, and of any suggestions, ideas, improvement requests, comments, recommendations or any other information relating to the Service, provided by the Client or any other party. This Agreement is not a sale and does not transfer to the Client any ownership rights in or related to the Service, Technology or Intellectual Property Rights for which the Supplier shall remain exclusively the owner.
6.2. The name, logos and the product names associated with the Service are trademarks owned by the Supplier (or by third parties other than the Client) and the Supplier does not grant any right or license to use them to the Client.
6.3. Website Content includes but is not limited to:
6.3.1. texts;
6.3.2. photographs;
6.3.3. videos;
6.3.4. databases;
6.3.5. graphs and tables;
6.3.6. slogans;
6.3.7. sound reproductions;
6.3.8. drawings, whether animated or not; and
6.3.9. any graphical and/or textual representation in general

7. CONFIDENTIALITY & PUBLICITY

7.1. 'Confidential Information' means the contents of this Agreement and all information disclosed or made available by either Party ('Disclosing Party') to the other ('Recipient'), which relates to Disclosing Party's: (i) business, finances, administration, contracts, opportunities, personnel, products, operations, plans, forecasts, strategies, policies, suppliers, customers and other commercial affairs

where such information is of a confidential nature or disclosed in circumstances giving rise to a duty of confidence; or (ii) technical know-how or trade secrets.

7.2. Any Confidential Information will be kept confidential and secret by Recipient and may only be used in connection with performance of this Agreement.

7.3. The above obligations shall not apply to any information disclosed or made available to Recipient in so far as it: (a) is or becomes publicly available other than through breach of this Agreement; or (b) was lawfully in Recipient's possession prior to commencement of discussions leading up to this Agreement or received from a third party who is legally entitled to disclose such information without restriction; or (c) can be demonstrated to have been already known to or independently created by Recipient without reference to Disclosing Party's Confidential Information; or (d) is ordered to be disclosed by a competent court or authority under applicable law but in which case Recipient (in so far as legally permitted) will give Disclosing Party reasonable prior notice of such order so as to enable Disclosing Party to take any necessary measures to challenge such order or limit the required disclosure.

7.4. Recipient will only disclose or make Confidential Information available to its employees, consultants, advisors, representatives or contractors on a strict, 'need to know' basis in connection with performance of this Agreement and on the condition that those persons or entities are themselves subject to binding obligations to keep such Confidential Information secret and confidential on terms no less restrictive than this clause.

7.5. Recipient further undertakes to keep any Confidential Information it receives hereunder separate and only make copies of the Confidential Information in so far as strictly necessary in connection with performance of this Agreement, ensuring that appropriate confidentiality notices are applied. If so requested by a Disclosing Party, Recipient shall arrange immediately for the secure return, deletion or destruction of any documents or material (in whatever form) containing or making reference to any of that Disclosing Party's Confidential Information.

7.6. Nothing in this Agreement is intended to prevent or restrict Supplier from utilising any general experience or skills acquired as a result of being engaged in a particular Project within its business or on other client projects which does not involve disclosure of Client's Confidential Information.

7.7. The Client shall only provide such Data to the Supplier as is necessary for the purpose of enabling the Supplier to perform the Service(s) in accordance with the Agreement.

7.8. If the Supplier requests that the Client provides it with (or grants it access to) Data that includes or may include Competitively Sensitive Information, the Client shall, having regard to the need to comply with appropriate competition law, only provide the Data where, following assurances from the Supplier, it is satisfied that the following conditions are met:

7.8.1. Access to the Data is essential for the performance of the Service(s).

7.8.2. The relevant Data will only be used to the extent necessary for the performance of the Service(s).

7.8.3. Any Competitively Sensitive Information contained in the Data which is not essential for the performance of the Service(s) will be anonymised, redacted or otherwise removed before disclosure to the Supplier or, in cases of any doubt, will be protected by the safeguards set out in clause 7.9.

7.8.4. The provision of any such Data, if permitted at all, will be subject to restrictions on disclosure contained or implied in terms agreed with the relevant Competitor.

7.8.5. The Data will only be provided on a strictly 'need to know' basis and the Supplier undertakes that it will adopt and follow, at all times, the safeguards set out in clause 7.9 below.

7.9. The Supplier undertakes that once in its possession of control:

7.9.1. the Data will only be used to perform the Service(s) and will not, under any circumstances, be used to gain a competitive advantage over any Competitor or third party;

7.9.2. all Data containing or potentially containing Competitively Sensitive Information will be subject to password protection and robust information and security barriers to ensure that, at all times, only those employees and contractors who require visibility of the Data in order to provide the Service(s) (by virtue of their specific role) have access to it;

7.9.3. the Data will not, in any event, be disseminated within the Supplier's organisation to any other non-essential individuals, particularly to individuals (whether other employees or contractors) who: (i) could feasibly use the information in adjusting the commercial terms of the Supplier or its contractors; and/or (ii) are responsible for setting the Supplier's commercial strategy (or its response to current or future tenders);

7.9.4. it will ensure that all employees and contractors are aware of the potential sensitivity of the Data, will guard against any unauthorised disclosure and acknowledge the potential consequences of any breach for the Supplier and themselves (which may include investigation by the appropriate competition authorities as well as disciplinary action and dismissal);

7.9.5. it will report to the Client on a regular basis (and, in any event, promptly when requested) on the measures it has taken to protect any Data that contains or potentially contains Competitively Sensitive Information;

7.9.6. as soon as the Supplier ceases to need the relevant Data for the performance of the Services, it will return it immediately to the Client or destroy it (at the Client's option), together with any and all copies or derivatives;

7.9.7. it will follow such further instructions of the Client as are reasonable to avoid any misuse or improper disclosure of the Data.

7.10. This clause shall survive termination of this Agreement, however arising.

8. PERSONAL DATA PROCESSING

8.1. The Parties mutually acknowledge that any data collected, stored, recorded and rearranged in relation to this Agreement shall be processed (both manually and using automated tools) by the Supplier and the Client, respectively, through specifically authorised persons, in order to comply with legal and contractual obligations and to manage their business relations, in accordance with applicable laws and regulations.

8.2. Given the definitions of the following roles involved in Personal Data processing

'Data Controller': natural or legal person that, alone or jointly with others, decides to process personal data and determines the processing purposes and means

'Data Processor': natural or legal person that processes the personal data on behalf of the data controller, acting in accordance with the latter's specific instructions, included in the contractual clauses

the Parties expressly acknowledge and accept that:

a) pursuant to article 28 of the GDPR, the Client is the 'Data Controller' for the personal data being processed. As such, the Client is solely responsible for the accuracy and lawfulness of the Personal Data, for their use by the Client according to the Agreement and for the lawfulness of the methods used to acquire them.

b) pursuant to article 28 of the GDPR, the Supplier is the 'Data Processor' for the Personal Data connected with the Services delivered under this Agreement. (Annex 1: Appointment of Data Processor).

8.3. The data shall be processed for the entire duration of the Agreement and subsequently for the maximum period of time required by applicable laws and regulations on the prescription of rights and/or forfeiture of actions, concerning legal and tax matters.

8.4. In relation to the personal data which are disclosed by the Client as a result of the services performed under the Agreement and processed by the Supplier on behalf of the Client, the Supplier ensures full compliance by itself and its employees and/or contract workers with the GDPR and with the obligations arising from its appointment as Data Processor pursuant to art. 28 of the GDPR, as also set forth in the appointment agreement signed by both Parties and which is an integral part of the covenants between the Parties (Annex 1: Appointment of Data Processor).

8.5. In relation to the foregoing, the Client hereby authorises the Supplier to use its own Sub Data Processors in accordance with the process set out in Annex 1: Appointment of Data Processor. The latter may also be identified (but not solely) in other companies of the One World Global Trade Management Limited and shall be appointed in writing. They shall be required – through a contract or a deed – to comply with the same data protection obligations as set out in this Agreement and/or in a separate Data Processor appointment agreement (Annex 1: Appointment of Data Processor). Upon written request, the Supplier shall provide the Client with the list of any Sub Data Processors appointed. The Supplier shall inform the Client of any changes regarding the addition or replacement of the individuals identified for this purpose and shall give the Client the opportunity to object to these changes.

8.6. In the event of any inconsistencies between this clause and the agreement appointing the Data Processor (Annex 1: Appointment of Data Processor), the parties agree that the latter shall prevail.

9. CHARGES AND PAYMENT OF COSTS AND COMMISSIONS

9.1. Client shall pay all charges and commissions relating to the Client's Account(s) in accordance with Annex C.

9.2. Cost structure, Tariffs and Invoicing terms may differ depending on the system. Please refer to Annex C for further details.

9.3. All costs charged by Supplier are excluding VAT, taxes, levies or duties charged by the tax authorities and Client shall be liable for the payment of such taxes, levies and duties.

9.4. Supplier reserves the right to amend the commissions and charges and introduce new reasonable charges at any time, subject to a notice period of at least 90 days sent to Client by e-mail. The Client shall confirm in writing within the 90-day notice period whether it accepts the changes to commissions and/or charges with the ability always to terminate at the end of the 90-day notice period (without liability) should it not accept the amendments. All prices and the relative conditions are confidential and Client undertakes not to disclose them to third parties.

10. INVOICING AND RENEWAL

10.1. Any Account Users and/or Sites is automatically renewed in accordance with Annex C, box 11.

10.2. Invoicing frequency may differ depending on the System, please refer to the Annex C for further details.

10.3. All costs charged by Supplier are excluding VAT, taxes, levies or duties charged by the tax authorities and Client shall be liable for the payment of such taxes, levies and duties.

10.4. Client shall pay any invoice no later than 30 days from the date of the invoice. If any invoice remains unpaid at 60 days, Supplier reserves right to suspend rights of access to Service with 14 days' notice being provided clearly and in writing to Client in advance of said suspension.

10.5. If Client considers that the items on the invoice are incorrect, Client is required to contact Supplier in writing no later than 30 days from the date of the invoice containing the amount in question, in order to effect an adjustment or a credit.

10.6. Client undertakes to provide Supplier with all reasonable complete and accurate invoicing and contact information. This information shall include the legal name, the postal address, e-mail address and the name and telephone number of a contact authorised for invoicing and the name and telephone number of the Administrator/s. Client undertakes to update such information no later than 30 days after any change is affected. If the contact information provided is directly and knowingly inaccurate, false or fraudulent, Supplier reserves the right to suspend rights of access to the Service with 14 days' notice being provided clearly and in writing to Client in advance of said suspension in addition to exercising its other legal rights and remedies.

11. FAILED PAYMENT AND SUSPENSION

11.1. Further to any other right granted to Supplier pursuant to this Agreement, Supplier reserves the right to charge interest on invoices falling due should the Client's Account falls into arrears. The amounts of invoices in arrears shall be subject to a monthly interest charge of 1% on the amount in arrears, or the maximum default interest rate legally permitted, whichever is lower. The parties agree that this clause 11.1 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. Where Client or Supplier terminates this Agreement, Client shall promptly pay such outstanding sums as are due under this Agreement. If any invoice remains unpaid at 60 days, Supplier reserves right to suspend rights of access to Service with 14 days' notice being provided clearly and in writing to Client in advance of said suspension.

11.2. Supplier reserves the right to charge a reconnection fee in the event that Client is suspended and subsequently again requires access to the Service. Client acknowledges and accepts that Supplier has no obligation to preserve Data and that such Data may be irreversibly deleted in the even that Client's Account is in arrears for 60 days or more.

12. TERMINATION WITHOUT CAUSE

12.1. This Agreement is valid for the term stated in Annex C Box 11.

12.2. Either party may terminate this Agreement, without liability by notifying the other party in writing in accordance with Annex C Box 11.

12.3. If this Agreement is terminated for any reason, the Supplier shall upon Client's request at the point of termination, make available to Client a file containing the Data no later than 30 days from the termination of the Agreement, subject to the provisions of the above clause Account Information.

12.4. Client acknowledges and accepts that Supplier has no obligation to maintain the Data following termination of this Agreement.

12.5. Following termination of this Agreement, the Supplier shall delete and destroy all Data collected and stored in connection with this Agreement and shall immediately provide the Client with written confirmation when this has taken place. The Supplier shall fulfil the requirements under this clause 12.5, within 90 days from the termination date

13. TERMINATION FOR CAUSE

13.1. Either party may terminate this Agreement on written notice for material breach either immediately (if not remediable) or if remediable, such breach has not been remedied within 30 days of the other party serving a notice of such breach and requiring its remedy. Any breach of the payment obligations and any unauthorised use of Supplier's Technology or Service shall be deemed a material breach of this Agreement and, in the latter case, a non-remediable breach.

13.2. Supplier, at its sole discretion, may revoke the validity of the password, any Client Account(s) or its right to use the Service in the event of Client's material breach of this Agreement or Data Protection Policy. In addition, Supplier can at any time elect to suspend a free Account at its own discretion.

13.3. Client acknowledges and accepts that Supplier has no obligation to maintain Client Data following termination of this Agreement.

13.4. Following termination of this Agreement, the Supplier shall delete and destroy all Data collected and stored in connection with this Agreement and upon doing so shall immediately provide the Client with written confirmation when this has taken place. The Supplier shall fulfil the requirements under this clause 13.4 within 90 days from the termination date.

14. STATEMENTS OF GUARANTEES

14.1. Each party declares and guarantees that it has the power and the legal authority necessary to enter into this Agreement.

14.2. Supplier undertakes that the Service shall function materially in accordance with the description of the One World solution under normal use and in normal circumstances.

14.3. Client declares and guarantees that it has not provided false information regarding its identity in order to obtain access to the Service and that the invoicing data supplied are correct,

15. MUTUAL INDEMNITY

15.1. Subject always to clause 17.7 and subject to the liability cap set out in clause 17.5 (save that the liability cap shall not apply in relation to clause 17.7), Client undertakes to defend, indemnify and release Supplier and all parent companies, branches, affiliates, officers, directors, employees, legal representatives and agents from any direct claim, cost, financial loss, loss, liability and expense (including legal fees and costs) deriving from or associated with:

15.1.1. a claim that the hosting or use of Data violates the rights, or has caused a financial loss or damage to a third party;

15.1.2. a claim that, if found to be true, would form a violation by Client of its undertakings, warranties, obligations and guarantees provided under this Agreement; or

15.1.3. a claim deriving from the violation by Client or one of its Users, of this Agreement, on the condition that, in a case of this type, Supplier:

15.1.3.1. provides prompt notification in writing of such claim to Client;

15.1.3.2. provides Client with exclusive control of the defence and settlement of the claim (it being understood that Client may not settle or defend any claim whatsoever without having unconditionally released Supplier from all liabilities and that this solution would have no consequence on Supplier's operations or the Service);

15.1.3.3. provides Client with all information and support available (at Client's expense);

15.1.3.4. has not reached a compromise or settled such claim.

15.2. Subject always to clause 17.7 and subject to the liability cap set out in clause 17.5 (save that the liability cap shall not apply in relation to clause 17.7), Supplier undertakes to defend and indemnify and release Client, its parent companies, branches, affiliates, officers, directors, employees, legal representatives and agents from any direct claim, cost, financial loss, loss, liability and expense (including legal fees and costs) deriving from or relative to:

15.2.1. a claim that the Service directly violates a copyright, patent or trademark of a third party issued following the Effective Date;

15.2.2. a claim that the Supplier has misused Competitively Sensitive Information;

15.2.3. actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Services, One World Limited GTM Sites or Technologies;

15.2.4. a claim that, if found to be justified, would constitute violation by Supplier of the undertakings, warranties, obligations and guarantees provided under this Agreement; or

15.2.5. a claim deriving from a violation of this Agreement by Supplier; on the condition that Client:

15.2.5.1. provides prompt written notice of such claim to Supplier;

15.2.5.2. provides Supplier with exclusive control of the defence and settlement of the claim (it being agreed that Supplier may not settle or defend any claim whatsoever without having unconditionally released Client from any liability);

15.2.5.3. provides Supplier with all information and support available (at the Supplier's expense);

15.2.5.4. has not reached a compromise or settled such claim.

16. MAINTENANCE

16.1. Supplier reserves the right to carry out maintenance on the One World Limited GTM Services. This will be subject to prior agreement with the Administrators except in the case of urgency, where Supplier reserves the right to carry out maintenance on the One World Limited GTM system without notice. In any event, Supplier will use all reasonable endeavours to ensure that all such downtimes are a maximum of four (4) hours and give the Administrators at least two (2) weeks' notice of the same, where practicable.

17. LIABILITY

17.1. Other than with respect to the terms set out in this Agreement, to the maximum extent legally permitted, Supplier does not provide any representation, undertaking or warranty regarding the reliability, availability, accuracy or completeness of the Service.

17.2. Subject to the remainder of this clause 17 (Liability), Supplier in particular does not represent, undertake or warrant that:

17.2.1. the use of the Service shall be protected, punctual, uninterrupted or free of errors, or that the Service shall be compatible with any hardware, software, system or information;

17.2.2. the Service shall satisfy the needs or expectations of Client;

17.3. One World Limited GTM is supplied "AS IS" and according to their availability, and in no way provide Supplier with any guarantee of suitability for a particular purpose or satisfactory quality. Supplier is not able to guarantee and does not take responsibility for specific results arising from the use of the Services.

17.4. To the maximum extent legally permitted, the Supplier and the Client shall not be held liable howsoever arising, whether under contract, tort or statute for:

(i) loss of revenue, profits, business, savings, goodwill or reputation, whether direct or indirect; or (ii) any indirect or consequential, exemplary, incidental, special, punitive damage loss or of any similar kind or nature even where Supplier was informed of the possibility that such damages may occur.

17.5. Without prejudice to the above and clause 17.7, in no case shall the Supplier's or the Client's aggregate liability for all claims and liabilities arising in any calendar year (and that of its employees, directors, officers, agents and contractors) to the other, where recognisable, arising under this Agreement or in connection with any aspect of the Services, regardless of the cause and form of proceedings initiated (whether under breach of contract, tort (including negligence), misrepresentation or breach of legislation), shall under no circumstances exceed (regardless of the nature and/or the amount of the damage) the total amount of the Platform Fee (monthly base cost) paid or payable by the Client under this Agreement in that calendar year as indicated in Annex C Box 11.

17.6. Supplier may not be held liable for technical problems or breakdowns of public telephone lines or network, online IT systems, servers or providers, IT equipment, software, failed e-mail or audio/video reproduction caused by technical problems or traffic congestion on the Internet and the Service due to technical problems associated with the infrastructure providers used (by way of example AWS, that is, Amazon Web Services) which supports One World, or by a combination of such factors, including damage to persons or objects derived from or associated with the participation in activities or downloading of material from One World. Furthermore, while undertaking wherever possible, to intervene promptly to correct any malfunction or inefficiency of the Service that may arise and/or that is notified by the Administrators or by the Users, Supplier cannot guarantee that Service malfunctions will not arise rendering the Service temporarily unavailable and causing possible errors, omissions, interruptions, deletions, faults, delays in the function or in the transmission, anomalies on the line, theft, destruction, unauthorised access or alterations to communications.

17.7. Nothing in this Agreement excludes or limits either Party's liability in relation to:

(a) death or personal injury caused by negligence;

(b) fraud; or

(c) any other liability which cannot be excluded or restricted under applicable

law; or

(d) any breach of clause 7 (Confidentiality and Publicity).

18.8. The Supplier warrants, represents and undertakes that (a) in providing the Services it shall comply with all statutory requirements, implied terms, regulations, codes of practice and good industry practice relating to the Services generally and the performance of the Agreement including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 (each as amended and superseded from time to time).

18. NOTIFICATION

Supplier may provide notifications by means of general advice published within the Service, by e-mail message sent to the e-mail address of Client recorded in the Account information provided to Supplier or by means of written communications sent by priority or prepaid mail to the postal address recorded in the Account information provided to Supplier. These notifications shall be considered served 48 hours after being sent (where sent by means of priority or prepaid mail) or after 12 hours from sending (if sent by e-mail).

19. AMENDMENTS TO TERMS AND CONDITIONS

19.1. No variation of the Agreement will be binding unless agreed in advance and signed in writing between the parties.

20. TRANSFER AND CHANGE OF CONTROL

20.1. This Agreement may not be transferred to others by the Client or the Supplier without prior written approval from the other.

20.2. Any change, effective or proposed, of the control of Client's or Supplier's company which results in the ownership or direct or indirect control of 50% or greater of Client or Supplier's company by a direct competitor of Client or Supplier shall entitle the other party to terminate this Agreement immediately for just cause, upon written notification.

21. MISCELLANEOUS

21.1. This Agreement and the conditions of Confidentiality, including where amended from time to time as indicated in the Agreement itself, shall form the sole and exclusive agreement between the Parties in relation to the Service.

21.2. Failure by either party to exercise any rights set out by law or by the Agreement shall not in any case form a waiver of such right.

21.3. Any use, of any duration and nature, of the Service, shall be deemed explicit consent to the conditions of Confidentiality and this Agreement.

21.4. The illegality, illegitimacy or inapplicability of one or more terms of conditions of this Agreement shall not affect the full validity and applicability of the remaining terms or conditions.

21.5. This Agreement (including conditions in relation to Confidentiality) shall continue to have effect for the Administrators/Users, even subsequent to the cancellation of the Account, for all those clauses which provide obligations which are expressed or implied to survive beyond the term of this Agreement.

21.6. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

IN WITNESS WHEROF, the Parties' duly authorised officers or representatives have executed this Agreement as follows:

Executed for and on behalf of One World Global Trade Management Limited Name ('Supplier'):	**Executed for and on behalf of Customer ('Client'):**
By: [redacted]	[redacted]
Name: [redacted]	**Name:** [redacted]
Role: [redacted]	**Role:** [redacted]
.	[redacted]
Date: [redacted]	**Date:** [redacted]

ANNEX 1

DEED FOR THE APPOINTMENT OF DATA PROCESSOR

between

The Secretary of State for the Department of Health and Social Care at 39 Victoria Street, London, SW1H 0EU (hereinafter: "**Company**"),

and

One World Global Trade Management Limited, incorporated and registered in England and Wales (company number 09518626) with its registered office at 133 Hall Lane, Hall Lane, Upminster RM14 1AL(hereinafter: "**Supplier**");

(hereinafter, jointly referred to as the "**Parties**").

WHEREAS

a) An agreement has been entered into between the Supplier and the Company the present document is an annex of this Master Agreement (hereinafter: "**Agreement**") concerning the Company's right to use the One World Limited GTM Suite and the provision, by the Supplier, of remote assistance services, relating to use of the One World Limited GTM Suite (hereinafter: "**Services**");

b) By providing the abovementioned Services, the Supplier shall process, on behalf of the Company, the personal data of the data subjects for which the Company acts as Data Controller (hereinafter: "**Personal Data**"), as identified in **Annex A: Scope of processing.**

c) The Supplier represents that it has the experience, technical skills and resources to implement appropriate technical and organisational measures in order to ensure compliance with the regulation on the protection of personal data and data subjects*;*

d) By this deed of appointment, the Parties intend to regulate the processing and protection of Personal Data in compliance with applicable laws and regulations, including Regulation (EU) 2016/679 of 27 April 2016, on the protection of natural persons with regard to the processing of personal data – General Data Protection Regulation (hereinafter: "**GDPR**" or "**Regulation**");

e) The Company and the Supplier shall be referred to hereinafter as Data Controller and Data Processor, respectively;

f) For the purposes of this deed of appointment, the terms "Data Controller", "Data Processor", "data subject", "processing", "Supervisory Authority" shall have the meaning ascribed to such terms in the GDPR.

Now, therefore, (the recitals to be considered as an integral and substantial part of the deed of appointment), the Parties hereby agree as follows.

1. PURPOSE

1.1 With regard to the processing of Personal Data, the Parties expressly acknowledge and accept that the Company is the Data Controller. As such, it is solely responsible for the

accuracy and lawfulness of the Personal Data, their use under the Agreement and the lawfulness of the methods used for acquiring them.

1.2 In accordance with article 28 of the GDPR, the Company hereby appoints the Supplier as Data Processor for the Personal Data connected with the delivery of the Services.

2. SCOPE OF PROCESSING

The purpose of Personal Data processing by the Supplier is to provide the Services covered by the Agreement. The nature of the processing, the type of Personal Data processed and the categories of data subjects are better specified in **Annex A: Scope of processing**.

3. GENERAL OBLIGATIONS FOR THE DATA PROCESSOR

3.1 The Personal Data shall be processed by the Data Processor in accordance with applicable regulations on personal data processing, with this deed of appointment, with any reasonable instructions received in writing from the Company, provided that such instructions are consistent with the terms of this deed of appointment, and only as strictly necessary for the performance of the Services under the Agreement. Any other and different use is expressly excluded.

3.2 The only possible exemption from the prohibition referred to in **paragraph 3.1** above is a statutory obligation or a motivated request by a government agency or a court, including the Supervisory Authorities (hereafter: "**Authorities**"). In this case, the Data Processor, within the limits permitted by law or by the Authority's regulations, shall inform the Company that Personal Data have been processed that differ or exceed those set out in this deed of appointment.

3.3 It is expressly understood that the Personal Data owned by the Company:

i. may not be disclosed, not even partially, to any other persons without the Company's prior written consent;
ii. may not be transferred for any reason outside the EU without the Company's prior written consent.

3.4 The Data Processor undertakes to establish, update and submit to the Company, at the Company's written request, the records of processing operations performed by the Data Processor on behalf of the Company, including all information required by law.

4. SECURITY OBLIGATIONS

4.1 The Data Processor shall implement and maintain appropriate technical and organisational measures to protect the security, confidentiality and integrity of Personal Data, taking into account, *inter alia,* the type of processing, the aims pursued, the context, the specific circumstances in which the personal data are processed, the applicable technology and the costs of implementation. The Data Processor shall assist the Company with the Company's obligations pursuant to art.32 of the GDPR.

4.2 The Data Processor undertakes to implement the physical, logical and organisational security measures referred to in **Annex B: Security Measures**. Such measures may be modified only on condition that a level of security is maintained at least equal to that existing at the time this deed of appointment was entered into.

4.3 Any evolutions and/or changes to the security measures to be made during the Agreement on account of changes in the Company's needs , where such changes go beyond the security measures required to comply with the GDPR, shall be adopted and implemented by the Supplier and/or its subcontractors, if any, at the Company's expense, at the Company's express request and upon Company's instruction, and shall also be based on the impact assessment which the Company shall be responsible for performing as Data Controller, where necessary together with the Supplier.

5. PERSONS AUTHORISED TO PROCESS PERSONAL DATA

5.1 Subject to the provisions of **article 12** below, the Data Processor guarantees that access to the Personal Data shall be limited to its own employees and contract workers who need to access the Personal Data to perform the Services and provided that they receive appropriate instructions on the methods used for processing the Personal Data and on the technical and organisational security measures implemented to protect the Personal Data and are committed to an appropriate contractual or statutory obligation of confidentiality in respect of the Personal Data.

5.2 The Data Processor is also responsible for their training, for supervising their activities and submitting an updated list of these persons to the Company, at its specific request.

6. DATA BREACH

Starting from 25 May 2018, the Data Processor undertakes to notify the Data Controller, without undue delay, of any personal data breach that accidentally or unlawfully involves the destruction, loss, change, unauthorised disclosure of or access to the Personal Data submitted, stored or otherwise processed, and to fully cooperate with the Data Controller in order to comply with its obligation to report the above-mentioned breach to the Supervisory Authority pursuant to art. 33 of the GDPR or to inform the data subjects pursuant to art. 34 of the GDPR.

7. DATA PROTECTION IMPACT ASSESSMENT

The Data Processor undertakes to provide the Data Controller with any information useful for the data protection impact assessment performed by the Data Controller, if the Data Controller is required to do so pursuant to art. 35 of the Regulation. The Data Processor also undertakes to provide assistance in carrying out any prior consultation with the Supervisory Authority pursuant to art. 36 of the Regulation.

8. OBLIGATIONS PERTAINING TO THE REGULATION OF THE ITALIAN DATA PROTECTION AUTHORITY OF 27 NOVEMBER 2008 CONCERNING SYSTEM ADMINISTRATORS (IF THE PERSONAL DATA ARE PROCESSED ACCORDING TO THE ITALIAN LAW)

Not Applicable.

9. RELATIONS WITH AUTHORITIES

At the Data Controller's request, the Data Processor undertakes to provide the Data Controller with assistance for its defence in the event of proceedings before the Supervisory Authority or a court, *inter alia* by promptly producing any privacy forms and documentary evidence falling which the Data Processor is responsible of.

10. REQUESTS FROM DATA SUBJECTS

10.1 Within the limits permitted by law, the Data Processor shall inform the Company of any request from data subjects concerning exercise of their rights of access, rectification, restriction of processing, erasure, the right to data portability, the right to object or the right to not be subject to a decision based solely on automated processing. A copy of the request shall be attached to the communication.

10.2 Taking into account the nature of the processing, the Data Processor shall assist the Company with appropriate technical and organisational measures, wherever possible, in order to fulfil the Company's obligation to respond to any requests from the data subject in accordance with applicable laws.

10.3 It is expressly understood that the Data Processor shall not respond to any requests received as referred to in previous **paragraph 10.1** without the Company's prior written consent.

11. FURTHER OBLIGATIONS

11.1 The Data Processor shall provide the Data Controller with all necessary information to prove its compliance with the statutory obligations and/or with the Data Controller's instructions referred to in this deed of appointment. The Data Processor shall allow the Data Controller to exercise powers of control and inspection, providing all reasonable cooperation in the audit activities carried out by the Data Controller or by any other party appointed or authorised by the Data Controller (provided such party is not a competitor of the Data Processor), in order to check compliance with the obligations and instructions set forth in this deed of appointment. It is understood that any audit pursuant to this **paragraph 11.1** shall be performed so as not to interfere with the Data Processor's regular activities and by giving reasonable advance notice.

11.2 The Data Processor undertakes:

a) upon the Company's request, to cooperate with the other Data Processors, in order to harmonise and coordinate all the Personal Data processing operations;

b) to promptly inform the Data Controller of any significant matter for the purposes of law, especially (including but not limited to) if it becomes aware that personal data protection laws have in any way been violated, that the processing presents specific risks for the data subject's rights, fundamental freedoms and/or dignity, or that, in its opinion, an instruction does not comply with national or EU data protection law.

12. SUB-DATA PROCESSORS

12.1 The Company authorises the Supplier to use its own Sub-Data Processors, which may be identified (but not exclusively) in other One World Global Trade Management Limited companies. Sub-Data Processors shall be appointed in writing.

12.2 The Data-Processor undertakes to require that its Sub-Data Processors, through specific binding agreements made in writing, comply with the same personal data protection obligations that the Data Processor is subject to, according to this deed of appointment, especially with regard to security measures.

12.4 It is expressly understood that the Data Processor shall be directly liable vis-à-vis the Company in relation to the actions and omissions of its Sub-Data Processors.

13. LIABILITY

The Data Processor shall be held liable for any damage as a result of non-compliance with or non-observance of the instructions covered by this deed of appointment, any subsequent instructions submitted in writing by the Company, and the GDPR provisions specifically addressed to the Data Processor within a limit of 100% of the value of the Services Agreement. It is understood that in no case shall the Data Processor, and in general any company belonging to the Data Processor's Group, or its agents, employees and/or representatives shall be liable vis-à-vis the Company for: (i) any indirect, incidental, special, punitive and/or consequential damage of any kind; (ii) any loss of profit(whether direct or indirect); (iii) any loss of income (whether direct or indirect); or (iv) any damage to reputation related to or resulting from this Agreement.

14. PERSONAL DATA RETURN AND DELETION

Upon expiry of the Agreement and/or termination of the Services or, in any case, should this deed of appointment cease be no longer effective for any reason whatsoever, except in cases where an obligation required by law or by a national and/or EU regulation provides for the retention of Personal Data, the Data Processor shall interrupt any processing of such Data and shall either immediately return the Personal Data to the Controller or totally delete them, howsoever decided by the Data Controller. In both cases, the Data Processor shall issue a written statement stating that it no longer holds a copy of the Data. Upon the Data Controller's written request, the Data Processor shall indicate the technical methods and the procedures used for the deletion/destruction.

15. DURATION

This appointment is effective from the date it is entered into by the Parties and is valid until termination, for any reason whatsoever, of the Agreement and/or of the Services or until early revocation for any reason by the Data Controller, provided that, even after termination of the Agreement or Services or after revocation, the Data Processor shall keep the data and information regarding the Data Controller, which have come to its knowledge while performing its obligations, strictly confidential.

16. DATA PROTECTION OFFICER (SO-CALLED "DPO")

The Data Processor shall appoint the Data Protection Officer, pursuant to article 37 of the GDPR, and undertakes to inform the Company of such appointment.

London, _____

[redacted]

THE DATA PROCESSOR

[redacted]

ANNEX A
SCOPE of PROCESSING

This annex is an integral part of the Deed for the Appointment of Data Processor.

Categories of data subjects

- Client's employees who use the software provided by Client's Customers and Suppliers

Type of Personal Data being processed (indicate whether common data, particular categories, data regarding criminal convictions and offences)

- Common data

Nature and purpose of processing

- Processing regards solely perfective and corrective maintenance related to the use of the supplied software

Duration of processing

- Equal to agreement duration

ANNEX B

SECURITY MEASURES

Depending on the activities performed, insofar as applicable to the purpose of the agreement, the following security measures shall be implemented by the Data Processor and by any sub-data processors, if authorised.

- Asset management: if the service offered by the Supplier includes the management of IT assets, an inventory of the assets used for processing information needs to be defined and maintained, together with a list of the type of information processed.
    - Procedures for the secure erasure of the data processed on behalf of the Company (e.g. demagnetisation or physical destruction) shall be agreed upon with the Data Controller at the end of the collaboration and in any case in the event of reuse, disposal or transfer to third parties of electronic tools or storage media. Safe deletion methods are also used for paper documentation.

- Physical security: appropriate security measures shall be taken if activities are performed on behalf of the Company at the Supplier's premises.

- Logical access control: correct user access methods shall be established in order to prevent any unauthorised processing of information. If as part of the activities it carries out, the Supplier needs to access the Company's resources, the Supplier shall comply with the authorisation procedures defined by the Company. If as part of the service, the Supplier is authorized to independently manage the users:
    - Access to information shall be restricted by implementing technical and organisational controls.
    - Access to information and resources shall be restricted, according to the "need to know[1]", "least privilege[2]" and "separation of duties[3]" principles, where possible.
    - In order to access the information contained in the systems, a user identification and authentication process shall be activated and relevant authorisations shall be activated in compliance with the principles mentioned in the previous point.
    - System administrator users with special privileges shall be handled with special care and in compliance with relevant provisions of law.
    - A user management process shall be defined and documented which includes all credential lifecycle phases, from creation to deactivation.

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[1] The *need to know* principle requires that access rights to information are in line with and not exceed the position held in the company; information that is not useful for correctly and efficiently performing job duties may not be seen;

[2] The *least privilege* principle requires that access privileges do not exceed the position held in the company (e.g. if for a given function, data may be simply consulted, access rights allowing the data's modification shall not be given).

[3] *Separation of duties* requires that the same person is not responsible for authorizing and performing an action.

- Password management methods shall be introduced with password change and password complexity mechanisms. Passwords shall be stored and transmitted using secure methods.
- Infrastructure systems shall be suitably protected and segregated, where possible, to minimise the chances of unauthorised logical access. Special attention is given to systems having connections with the outside world.

- Operating management of systems, networks and telecommunications: as part of the IT system management activities carried out on behalf of the Company, where contractually provided for, an appropriate IT system security level shall be reached during operation in order to adequately protect the information being processed.
  - Appropriate measures to prevent and identify any potentially harmful software (e.g. viruses, malware, ...) shall be implemented
  - Plans and procedures shall be defined in order to manage operating system, software and data backups, where such activity is envisaged
  - The patches released for the systems used shall be constantly monitored; new security assessment methods shall be defined and, if necessary, implemented.
  - The network shall be appropriately designed to ensure data protection. The information systems used and managed during the activities performed for the Company offer perimeter security to protect against any unauthorised access.

- Development, maintenance and acquisition of IT systems: IT systems (applications, operating systems, middleware, etc.) shall be developed or purchased and maintained over time to safeguard information confidentiality, integrity and availability
  - If the activities performed by the Supplier regard design and development activities, security requirements are appropriately considered, implemented and checked, *inter alia* in accordance with the "by design/by default" privacy principle.

- Security measures for sub-contracting If authorised by the Company, activities shall be sub-contracted by correctly determining and implementing the security requirements regulating the respective business relationships.

- Security incident management – Incidents shall be detected immediately and reported to the Company; if applicable, any damages shall be dealt with as quickly as possible, *inter alia* according to the Data Breach Notification process.

ANNEX C

One World GTM System –One World

This Annex describes the agreement for the provision of the service of One World between:

(1) **One World Global Trade Management Limited,** incorporated in England and Wales (09518626) with its registered office at 133 Hall Lane, Upminster RM14 1AL, trading as One World (**'Supplier'**); and

(2) **The Secretary of State for the Department of Health and Social Care** at 39 Victoria Street, London, SW1H 0EU (**'Client'**).

1. **Service Description:**	[redacted]
2. **Scope of Services:**	[redacted]

		[redacted]
3.	**Contingencies:**	[redacted]
4.	**Supplier Manager:**	[redacted]
5.	**Client Manager:**	[redacted]
6.	**Address for Notices:**	**To Supplier** **Address:** 133 Hall Lane, Upminster, Essex RM14 1AL [redacted] **To Client** **Address:** 39 Victoria Street, London, SW1H 0EU [redacted]
7.	**Data Retention:**	[redacted]
8.	**Place(s) of Performance:**	Remote services provision.
9.	**Invoicing:**	Monthly in advance for Platform fees and monthly Data Operations costs and Management, issued on the 1st day of each month commencing April 2020.

10.	**Payment Terms:**	See Master Agreement
11.	**Charges (per Working Day or Total Fees payable as per scope of Services):**	[redacted]
12.	**Notice Period (for termination):**	
13.	**Overtime & Expenses:**	[redacted]
14.	**Additional Terms & Conditions:**	[redacted]