



Department
for Environment
Food & Rural Affairs

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[REDACTED]
HooYu Limited
Unit 8 Quayside Lodge
William Morris Way
Fulham
London
SW6 2UZ

Your ref:
Our ref: ecm_54765
Date: 26/03/2019

Dear Mr Marsden

Award of contract for the supply of Internet based Intelligence research tool – HooYu Investigate

Following your proposal for the supply of an internet based intelligence research tool to Department for Environment and Rural Affairs, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between DEFRA as the Customer and HooYu as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at Contractor’s (or its sub-contractors) premises and delivered via the internet to browsers on customer’s computers.
- 2) The charges for the Services shall be as set out in Annex 2.
- 3) The specification of the Services to be supplied is as set out in Annex 3.
- 4) The Term shall commence on 29th March 2019 and the Expiry Date shall be 28th March 2022.
- 5) The address for notices of the Parties are:

Customer

Contractor

Head of Defra Investigation Service
Apex Court
Nottingham

Email: [REDACTED]

Unit 8 Quayside Lodge,
William Morris Way
Fulham
London
SW6 2UZ

Email: [REDACTED]

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name [REDACTED]

Title Senior Investigation Officer

- 7) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.def@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-Payable.def@sscl.gov.uk or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the services. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic

signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely


Category Manager
Defra Group Commercial



ANNEX 1



Department
for Environment
Food & Rural Affairs

Contract for Internet Based Intelligence Research Tool

Contract Reference ecm_54765

March 2019

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1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Client”	means the Customer;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Contractor Terms”	Means the terms and conditions of contract set out in Annex 4;

“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Customer Administrator”	means the individual(s) advised by the Customer from time to time;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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 Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (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) ER regulations; and (iv) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means 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”	means the Data Protection Act 2018;
“ER Regulations”	means as defined in the Contractor Terms;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Graph”	means visualisation of Results in a graphical display;
“Information”	has the meaning given under section 84 of the FOIA;
“Investigation”	means an investigation using the Services that begins with a search on a particular person, business or address;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, 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 of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Permitted Purposes”	are as defined in the Contractor Terms;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Processing Conditions”	means the lawful bases for processing Personal Data as set out in GDPR;
“Protective Measures”	means appropriate technical and organisational measures 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;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Results”	means all data returned as a result of an Investigation being conducted on the Services by the Customer including the Graph and all data contained therein;
“Saved Graph”	means a Graph that has been saved by the Customer for future reference;
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“User License”	means a license for a single named person within the Customer which shall not be shared with others;

“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor’s notification of acceptance via Bravo within [7] days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s reasonable and lawful instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor’s industry, profession or trade;

- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is terminated in accordance with the terms and conditions of the Agreement.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order

Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments to a reasonable degree in the event of unsatisfactory performance.

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

- 6.4 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all reasonable security requirements specified by the Customer in writing.
- 6.5 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.6 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity

leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own. The Customer hereby acknowledges that Amazon Web Services is a sub-contractor used in supplying the Services.
- 8.2 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement with the consent of the Contractor (such consent not to be unreasonably withheld or delayed) provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:

- 9.3.1 a limited, non-exclusive licence to use all intellectual property rights in the Services or Results for the duration of this Agreement; and
- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

- 10.1. The Contractor shall:
 - 10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 10.1.2. submit progress reports to the Customer at the times and in the format reasonably specified by the Customer.
- 10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11. Confidentiality, Transparency and Publicity

- 11.1. Subject to clause 11.2, each Party shall:
 - 11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2. to its auditors or for the purposes of regulatory requirements;
- 11.2.3. on a confidential basis, to its professional advisers;
- 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
- 11.2.6. where the receiving Party is the Customer:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties agree that, for the purposes of Data Protection Legislation, each Party (to the extent it processes Personal Data) processes Personal Data as an independent

Controller in its own right. Nothing in this Agreement (or the arrangements contemplated by it) is intended to construe either Party as the data processor of the other Party (except with respect to Saved Graphs) or as joint data controllers with one another with respect to Personal Data.

13.2. Each Party shall:

13.2.1 ensure that it complies with its obligations under Data Protection Legislation;

13.2.2 designate its own Data Protection Officer if required by the Data Protection Legislation. Contact details for both Party's Data Protection Officers can be found in Schedule 1 of this Agreement;

13.2.3 be responsible for dealing with and responding to Data Subject Requests, enquiries or complaints (including any request by a Data Subject to exercise their rights under Data Protection Legislation) it receives, unless otherwise agreed between the Parties;

13.2.4 promptly (and without undue delay) notify the other Party in writing of any Data Loss Event affecting the Personal Data it processes pursuant to or in connection with this Agreement, including the unlawful or unauthorised processing of the Personal Data, to the extent the Data Loss Event is likely to affect the other Party;

13.2.5 ensure that all fair processing notices have been given, and (as applicable) all necessary consents have been obtained by the Controller in each case in accordance with Data Protection Legislation to allow the Controller to disclose any Personal Data to the other and for the other to use that Personal Data for the purposes of this Agreement;

13.2.6 at all times process the Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures; and

13.2.7 ensure that, at a minimum, the measures required under Clause 13.2.6 meet the standard required by Data Protection Legislation, including Article 32 of the GDPR.

14. Liability

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill;
 - e) loss of savings (whether anticipated or otherwise); and/or
 - f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15. Force Majeure

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16. Termination

- 16.1 Without prejudice to any other right or remedy it might have, either Party may terminate the Agreement by written notice to the other Party with immediate effect if the other Party:
- 16.1.1 (without prejudice to clause 16.2.2), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.1.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the other Party receiving notice specifying the breach and requiring it to be remedied;
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.2 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.3 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.3) in consequence of debt in any jurisdiction; or
 - 16.2.4 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.1 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the

continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.5, 6.6, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 21.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Contractor shall:

16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and

16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.

17.2 The Contractor shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Contractor shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. Contractor Terms

The following provisions of Appendix 4 (Contractor Terms) shall be incorporated into this Agreement: 2.2; 2.3; 2.4; 5.2; 6; 7.3; 8.1; 8.2; 8.3; 8.6; 10.3; 10.4; 10.5; 10.6; 11.5; 12; 14; Appendices 1; 2; 3. All other paragraphs of Appendix 4 do not apply.

21. General

- 21.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 21.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 21.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 21.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute

or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 21.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

22. Notices

- 22.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 0, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 22.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 22.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 0.

23. Governing Law and Jurisdiction

- 23.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

SCHEDULE 1 - DATA PROTECTION OFFICER

1. The contact details of the Customer Data Protection Officer are:



2. The contact details of the Contractor Data Protection Executive are:



3. The contact details of either Party's Data Protection Officer may be updated by written notice to the other Party.

ANNEX 2 – CHARGES FOR THE SERVICE

License Fee:

1) A license fee of [REDACTED] (plus VAT) is payable for 14 User Licence for a maximum limit of 4,000 Investigations per annum for a period of 3 years.

Per-Click Charges

- 2) The Client agrees to pay [REDACTED] in advance for any Per Click Chargeable Items (“PCCI”) used.
- 3) This PCCI Fees Advance will be reduced by any PCCI Fees incurred throughout the Initial Term.
- 4) The Per Click Chargeable Items and Fees are set out below:

Per Click Chargeable Item	PCCI Fees (+ Vat)
Land Registry Property Ownership	[REDACTED]
Background Reports	[REDACTED]
Land Registry Property Title	[REDACTED]
Contact Validation	[REDACTED]
Zoopla property estimate	[REDACTED]
Zoopla property details	[REDACTED]

- 5) Should the Client utilise the entire PCCI Fees Advance within the Initial Term they will need to purchase an additional PCCI Fees Advance for the remainder of the Initial Term.

ANNEX 3 – SPECIFICATION OF SERVICES:

This section sets out the Customer's requirements:

1. General Requirements.

- 1.1 On commencement of the Contract, the Contractor shall provide the Customer with immediate, online access to HooYu Investigate which is a web based platform that provides search details utilising data from the datasets detailed in the table below. The Contractor shall provide the Customer with 14 licences to the Defra Investigations Service Team.
- 1.2 Investigations performed will be for people, businesses, addresses, telephone numbers, email addresses, previous addresses, shareholdings, directorships etc. The results of which will be displayed visually using graph database technology and will provide details of any associated links.
- 1.3 HooYu will ensure the HooYu Investigate Service is available for at least 99% of the time (excluding scheduled maintenance) in any consecutive 3 month period. If the HooYu Investigate Service availability drops below this level, Hooyu will allocate the Client additional free of charge Investigations ("Service Credits") based on the following calculation:

Average number of investigations performed by the Client in an hour (based on the previous 3 month average) multiplied by the number of hours (rounded up to the nearest hour) that the HooYu Investigate Service was not available to the Client below the 99% threshold.
- 1.4 Hooyu will provide up to one face to face training session of no more than 2 hours and two remote sessions as required by the customer of no more than 1.5 hours each. In addition, the contractor will offer technical support (by phone) to users during office hours 09:00 to 17:30 Monday to Friday. A support email address is available to report issues along with a 'button' within the screen to report an issue.
- 1.5 The contractor will provide a report on a monthly basis which lists the number of searches conducted along with the searches conducted by the individual users if required.

ANNEX 4 – CONTRACTOR TERMS

Hooyu Investigate Terms and Conditions (V8.0 March 2019) (“Terms and Conditions”)

Hooyu Ltd (“Hooyu”) agrees to provide the Hooyu Investigate Service ordered by the Client in the Order in accordance with these Terms and Conditions .

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following words shall have the following meanings (unless the context otherwise requires):-

“**Agreement**” means these Terms and Conditions including the Appendices and the Order Schedule;

“**Applicable Laws**” means all applicable laws, regulations, statutes, codes of practice, governmental orders or guidance or orders of any other competent regulatory authority including the Data Protection Regulations and the ER Regulations;

“**Client**” means the Party named in the Order Schedule;

“**Client Administrator(s)**” means the individual(s) named in the Order Schedule;

“**Client Database**” means a database provided by the Client to Hooyu for integration into the Hooyu Investigate Service for delivery back to the Client;
“**Consultancy Fees**” means the fees for consultancy and / or training set out in the Order Schedule;

“**Data Processing Addendum**” means the addendum set out in Appendix 3 to this Agreement;

“**Data Protection Regulations**” means the Data Protection Act (2018), General Data Protection Regulation ([EU 2016/679](#) (“**GDPR**”), the Regulation of Investigatory Powers Act 2000, the

Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations related to the processing of Personal Data and privacy in any relevant jurisdiction including any amended or superseding regulations to those set out here;

“**ER Regulations**” means: (i) the Representation of the People (England and Wales) Regulations 2001; (ii) the Representation of the People (Scotland) Regulations 2001; (iii) the Representation of the People (Northern Ireland) Regulations 2008; and (iv) the Registration of Electors Regulations 2003 (regulations enacted within the Isle of Man).

“**Fees**” means the License Fee, the Consultancy Fees and the Per-Click Charges;

“**Full Electoral Register**” means the electoral register containing all voters registered to vote in the United Kingdom and, for the avoidance of doubt, does not mean the version of the electoral register from which voters may opt-out (the Open Electoral Register);

“**Graph**” means visualisation of Results in a graphical display;

“**Hooyu Investigate Service**” is as described in Appendix 2 as may be updated from time to time at the discretion of Hooyu;

“**Initial Term**” shall commence on the Effective Date and shall run for the period indicated in the award letter;

“**Intellectual Property Rights**” means all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Investigation**” means an investigation using the Hooyu Investigate Service that begins with a search on a particular Target and which may or may not result in the generation of a Graph with the Target at its centre;

“**License Fee**” means the license fee set out in the Order Schedule;

“**Order Schedule**” means the schedule signed on behalf of each of the Client and Hooyu to which these Terms and Conditions apply;

“**Party**” and “**Parties**” means Hooyu and the Client;

“**Per-Click Charge**” means the charges set out in the Order Schedule which are not included in the License Fee;

“Permitted Purposes” are as described in Appendix 1;

“Personal Data” has the meaning given to it in the Data Protection Regulations;

“Processing Condition(s)” means the lawful bases for processing Personal Data as set out in the Data Protection Regulations and as listed in the Order Schedule;

“Renewal Term” means a period of 1 year beginning on the anniversary of the Initial Term or a Renewal Term;

“Results” means all data returned as a result of an Investigation being conducted by the Client including the Graph and all data contained therein;

“Saved Graph” means a Graph that has been saved by a Client for future reference.;

“Target” means a particular individual, company, address, email address, or telephone number;

“Term” means the period during which this Agreement is in force as set out in Clause 4.1;

“User License” means a license for a single named person which shall not be shared with others;

1.2 This Agreement shall be binding on and inure to the benefit of permitted assignees (if any) and / or successors in title to substantially the whole of its undertaking;

1.3 Words denoting the singular shall include the plural and vice versa; references to gender shall include all other genders; and references to the word “include” and “including” are to be construed without limitation;

1.4 Any reference to any statute or statutory provision or subordinate legislation shall (except where the context requires otherwise) be construed as referring to such legislation as amended and in force from time to time and to any legislation which enacts or consolidates (with or without modification) any such legislation; and

1.5 In the event of any conflict between these Terms and Conditions and the Order Schedule, the provisions of the Order Schedule shall take precedence.

2. PROVISION OF THE SERVICE

2.1 During the Term Hooyu shall:

(a) provide the Hooyu Investigate Service in accordance with this Agreement using reasonable skill and care;

(b) comply with all Applicable Laws;

2.2 The Client accepts that occasionally Hooyu may need to:

(a) change the specification of the Hooyu Investigate Service for operational and other reasons but Hooyu shall endeavour to ensure that such changes are not materially detrimental to the performance of the Hooyu Investigate Service;

(b) suspend the Hooyu Investigate Service for operational reasons such as maintenance, improvement or emergency, in which case Hooyu shall give as much notice as is practically possible in the circumstances and shall restore the Hooyu Investigate Service as soon as possible.

2.3 The Client shall at all times have at least one named Client Administrator who is competent in use of the Hooyu Investigate Service and who is responsible for ensuring the Client’s compliance with its obligations under this Agreement. The Client shall immediately inform Hooyu of any changes to the named Client Administrator(s).

2.4 The Client Administrator is responsible for the allocation of each User License to a named individual within the Client’s organisation. Each User License may only be used by the individual to whom it has been allocated.

2.5 With the prior agreement of Hooyu, the Client may provide a Client Database to Hooyu for integration into the Hooyu Investigate Service for delivery back to the Client. In such circumstances, it is agreed as follows:

2.5.1 Hooyu will use the Client Database solely to enhance the Hooyu Investigate Service for the Client;

2.5.2 except as required by law, Hooyu shall not supply the Client Database or any part thereof to third parties;

2.5.3 Hooyu shall implement appropriate technical and organisational measures to ensure an appropriate level of security in respect of the Client Database;

2.5.4 the parties shall cooperate to agree details of file format, secure delivery mechanism, update procedures, integration details and timescales;

2.5.5 the Client warrants to Hooyu that it has rights in the Client Database to provide the Client Database to Hooyu for integration with the Hooyu Investigate Service and that it has a right to provide the Personal Data in the Client Database under Data Protection Regulations.

3. FEES AND PAYMENT

3.1 The Client shall pay to Hooyu the Fees set out in the Order Schedule in accordance with the payment terms set out therein, without any demand, deduction or set-off. No such payment shall be deemed to have been received until Hooyu has received cleared funds. The time for payment of the Fees shall be of the essence.

3.2 Without prejudice to Hooyu’s rights under Clause 4.3, any payment which remains unpaid by the due date shall accrue interest from the due date for payment at the rate of 4% above the official bank rate of the Bank of England from time to time calculated on a daily basis until payment is made, whether before or after any judgment.

4. TERM AND TERMINATION

4.1 Except where terminated under the termination provisions, this Agreement shall be for the Initial Term and shall automatically renew for a Renewal Term and then for further Renewal Terms unless terminated by either Party giving a minimum 90 (ninety) days written notice prior to the end of the Initial Term or a Renewal Term.

4.2 Each Party shall have the right to terminate this Agreement at any time by the service of immediate written notice on the other if:

(a) the other Party is in material breach of the Agreement and fails to remedy such breach within 14 (fourteen) days after receiving written notice specifying the breach; or

(b) the other Party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction and the same is not dismissed or discharged within 30 (thirty) days thereafter.

4.3 Without prejudice to its other rights and remedies under this Agreement and pursuant to law, Hooyu may, forthwith on written notice to the Client but without incurring any liability to the Client, suspend or terminate all or any part of the Hooyu Investigate Service:

(a) in response to or in compliance with any Applicable Laws;

(b) if the security processes set up to protect the Hooyu Investigate Service are breached in any way as a result of any breach by the Client of this Agreement or any other act or default of the Client;

(c) if the agreement(s) with third parties under which Hooyu provides parts of the Hooyu Investigate Service are terminated for any reason making it impractical for Hooyu to continue to provide the Hooyu Investigate Service;

(d) if the Client's response to any request of Hooyu does not satisfy Hooyu (acting reasonably) that the Client's use of the

Hooyu Investigate Service is in compliance with all Applicable Laws;

(e) if Hooyu has reasonable cause to believe that the Client (or any of its employees or agents) are engaged in any use contrary to clause 8.1 or any Unauthorised Use; or

(f) if the Client fails to pay any due payment by the due date.

4.4 On the expiry or termination of this Agreement or suspension of provision of the Hooyu Investigate Service for whatever reason:

(a) Hooyu shall cease to perform or make available to the Client any part of the Hooyu Investigate Service;

(b) the Client shall forthwith make payment in full to Hooyu of any Fees properly due;

(c) the Client shall only retain any Results or data contained within Results, including Personal Data, in its possession, custody, power or control which it is permitted to keep under Applicable Law; and

(d) each Party shall within 7 (seven) days either (at the option of the Disclosing Party) return all Confidential Information in its possession to the Disclosing Party or destroy it.

4.5 The termination of this Agreement shall not affect the accrued rights, remedies, obligations and liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement which expressly or by implication is intended to continue in force after termination.

5. WARRANTIES

5.1 Each party warrants to the other that it is duly incorporated, organised and validly subsisting under the laws of the jurisdiction of its incorporation and has all requisite powers to enter into this Agreement and that it has obtained all necessary approvals to do so. This Agreement shall only be legally binding on Hooyu if signed on behalf of Hooyu by an authorised officer of Hooyu.

5.2 The Client warrants to Hooyu that:

(a) it will only use the Hooyu Investigate Service and Results as permitted under this Agreement;

(b) it will at all times comply with Applicable Laws and has all necessary registrations under Applicable Laws including the Data Protection Regulations, or registrations required in other relevant jurisdictions;

(c) only authorised employees of the Client who need access to the Hooyu Investigate Service to carry out the legitimate interests of the Client in accordance with the Permitted Purposes will be given access to user identification and account codes and passwords which are issued to the Client by or on behalf of Hooyu; and

(d) the Client is a legally formed business or organisation and is not acting as a consumer.

6. INDEMNIFICATION

6.1 The Client shall at all times both during and after the Term, indemnify Hooyu and its third party suppliers and hold them harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable legal fees, which may be asserted against or incurred by Hooyu or its third party suppliers arising out of or resulting from the Client's mis-use (including any Unauthorised Use) of the Hooyu Investigate Service or Results or the Client's breach of this Agreement.

6.2 Hooyu shall at all times both during and after the Term, indemnify the Client and hold the Client harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable legal fees which may be asserted against or incurred by the Client as a result of the Hooyu Investigate Service infringing any third party rights provided that the infringement does not arise as a result of the Client's mis-use of the Hooyu Investigate Service or Results (including any Unauthorised Use) or Client's breach of this Agreement.

7. LIABILITY

7.1 This Clause 7 sets out the entire financial liability of Hooyu (including any liability for the acts or omissions of its employees, agents or contractors) to the Client in respect of any breach of this Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

7.2 The limits and exclusions of liability set out in this Clause 7 do not apply to

either party's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or any other type of liability that cannot be excluded by law.

7.3 Data contained within Results are provided by third parties over whom Hooyu has no control. Therefore, Hooyu cannot guarantee or warrant: (i) the completeness or accuracy of Results or that they will be error free; or (ii) that the use of the Hooyu Investigate Service will meet the Client's business requirements. The Client accepts that the Hooyu Investigate Service was not produced to its specific requirements and that it was responsible for product selection. The Client accepts that it should not rely solely upon Results in making decisions and that use of the Hooyu Investigate Service is entirely at its own risk. Hooyu does not accept any liability for any failure of the Client's use of the Hooyu Investigate Service or Results to achieve a particular outcome.

7.4 Hooyu shall not be liable to the Client if it is unable to provide the Hooyu Investigate Service for any reason that is outside its reasonable control.

7.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

7.6 Hooyu shall not be liable to the Client, either in contract, tort or otherwise for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption, increase in debt, nor for any direct or indirect consequential or special damages or losses arising out of or in connection with the performance or non-performance of this Agreement or its subject matter whether or not Hooyu had notice of the possibility of such loss.

7.7 Hooyu's total liability to the Client in contract, tort or otherwise (including liability for negligence) arising in relation to the performance or non-performance of this Agreement shall be limited to the total Fees paid or payable to Hooyu by the Client in the 12 months immediately preceding the applicable claim.

8. USE AND RESTRICTIONS ON USE

8.1 The Client warrants that it will:

(a) use the Hooyu Investigate Service solely for the Permitted Purposes;

(b) comply with all Applicable Laws and relevant licenses; and

(c) only process Personal Data where it meets one or more of the Processing Condition(s) that the Client has selected in the Order Schedule;

8.2 The Hooyu Investigate Service is provided to the Client only for internal business use in accordance with this Agreement. The Client shall keep all Results secure and confidential, prevent unauthorised access to the Hooyu Investigate Service and Results and shall not, and procure that its employees and agents shall not:

(a) disclose, sell, license, rent, loan, transfer, distribute, reproduce, adapt, translate, arrange, publish, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive or copy the Hooyu Investigate Service or Results, display or make available to any third party (either directly or indirectly) any part of the Hooyu Investigate Service or Results, nor use the Hooyu Investigate Service or Results on behalf of any third party;

(b) integrate the Hooyu Investigate Service into any other website without the written agreement of Hooyu;

(c) participate in any illegal, deceptive, misleading practices using the Hooyu Investigate Service or Results;

(d) use the Hooyu Investigate Service or Results for or in connection with any sexually explicit, pornographic, offensive, racist, obscene, abusive, violent, criminal, discriminatory, libellous, defamatory or illegal purposes; and

(e) use the Hooyu Investigate Service for anything that is not allowed by the Permitted Purposes;

collectively known as "Unauthorised Use".

8.3 The Client shall ensure that access to and use of the Hooyu Investigate Service and Results shall be restricted to those of its employees who require it in order to fulfil the lawful interests of the Client. The Client shall be responsible for all acts and omissions of those persons that have access to the Hooyu Investigate Service.

8.4 Any breach by the Client of any of the provisions 8.1 to 8.3 above shall constitute a material breach of this Agreement that cannot be remedied.

8.5 If any complaint is made to or investigation is made of either party which relates to the use of Personal Data then each party agrees to assist the other in investigating the complaint or investigation and the parties shall take such steps as are necessary to remedy the complaint or investigation as soon as practicable.

8.6 The Client must immediately inform Hooyu if there is any reason to think that a user ID or password has or is likely to become known to an unauthorised person or is likely to be used in an unauthorised way. Hooyu reserves the right to suspend the Hooyu Investigate Service and / or to require the Client to change all of its passwords to the Hooyu Investigate Service, if at any time Hooyu considers (acting reasonably) that there has been or is likely to be a breach of security or misuse of the Hooyu Investigate Service or Results (including "Unauthorised Use").

9. CONFIDENTIALITY

9.1 For the purposes of this Clause 9, the Party disclosing Confidential Information shall be referred to as the "Disclosing Party" and the Party receiving such Confidential Information shall be referred to as the "Receiving Party".

9.2 Each Party undertakes that it shall not at any time disclose Confidential Information to any third party except as permitted by clause 9.6; and 9.7 or to the extent necessary for the proper performance of this Agreement.

9.3 "Confidential Information" means any information related to the business and affairs of the Disclosing Party which is provided to the Receiving Party by the Disclosing Party including, but not limited to: (i) information regarding the business, affairs, customers, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including Results; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or

as having commercial value in relation to the business of the Disclosing Party.

9.4 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take.

9.5 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

9.6 Each Party may disclose Confidential Information:

(a) to such of its employees, contractors, agents and professional advisers as need to know for the purposes of that Party performing its obligations under this Agreement provided each such person complies with this Clause 9.

(b) as may be required by law, court order or a governmental or regulatory authority.

9.7 For the purposes of clause 9.2 Confidential Information shall not include information which:

(a) is or becomes generally available to the public other than through a breach of this Agreement;

(b) is lawfully in the possession of the other Party before disclosure under this Agreement takes place;

(c) is obtained from a third party who is free to disclose it; or

(d) the Parties agree in writing is not confidential or may be disclosed.

10. DATA PROTECTION AND PERSONAL DATA

10.1 The Client will ensure that all times it maintains all necessary registrations with relevant data protection authorities and will provide details of such registrations to Hooyu.

10.2 In using the Hooyu Investigate Service and Results the Client will at all

times comply with all relevant Data Protection Regulations.

10.3 Hooyu will maintain a log of all Investigations and Results which it may use for internal purposes including, but not limited to, Hooyu Investigate Service improvements and to meet regulatory requirements.

10.4 Saved Graphs will be saved by Hooyu and will be available to the Client for so long as they have a valid User License. The Client understands that the act of saving a Graph saves the Results at that point in time. Future changes to the data that would impact on Results will not appear when the Client later accesses a Saved Graph.

10.5 The parties agree that the Client is a Data Controller with respect to Saved Graphs and that Hooyu is a Data Processor. The terms of the DPA set out at Appendix 3 shall therefore apply to Saved Graphs.

10.6 The Client agrees that with respect to any Personal Data it submits to the Hooyu Investigate Service: (i) it has a lawful reason to do so; (ii) it meets one or more of the GDPR processing conditions selected by the Client in the Order Schedule; and (iii) it can demonstrate such to Data Subjects and regulatory authorities as necessary.

10.7 Each Party shall:

(a) take reasonable steps to ensure the reliability of employees who have access to Personal Data;

(b) take appropriate technical and organisational measures against unauthorised or unlawful access to or processing of Personal Data; and

(c) in the event of a Data Subject Access Request or to comply with any enquiry from a regulatory body, assist the other Party to comply with its legal obligations to satisfy such enquiry;

10.8 Except as required by law, Hooyu shall under no circumstances reveal details of the Client's Investigations, Results or Graphs to any third party.

11. INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights in the Hooyu Investigate Service and Results vest in Hooyu or its third party suppliers. Hooyu grants a limited license to the Client for it to use the Hooyu Investigate Service and Results only in accordance with this Agreement and does not grant any rights that are not expressly provided in this Agreement.

11.2 The Client agrees that Hooyu may not be adequately compensated by recovery of monetary damages as a result of any actual or potential infringement by the Client of Clause 9 or Clause 11.1 and accordingly agrees that, in addition to any other right or remedy open to it, Hooyu shall be entitled to immediate injunctive relief to restrain any actual or anticipated infringement thereof. The Client indemnifies Hooyu in full, against all loss, damage, costs and expenses (including loss of profit) which may be incurred by Hooyu by reason of any such actual or potential infringement by the Client of Clause 9 or Clause 11.1.

11.3 In the event that any third party makes or threatens to make a claim against the Client, Hooyu, or its third party data suppliers, that the use of the Hooyu Investigate Service or Results or part thereof infringe any third party's Intellectual Property Rights, Hooyu may (i) suspend any part of the Hooyu Investigate Service that is the subject of the infringement claim; and /or (ii) modify the Hooyu Investigate Service so as to avoid any alleged infringement; or (iii) or terminate the Agreement upon written notice to the Client, providing a refund to the Client of any sums paid in advance related to the unexpired period of the Agreement.

11.4 Hooyu shall indemnify the Client against liabilities, costs, expenses and damages incurred by the Client as a direct result of a third party successfully claiming that the Client's use of the Hooyu Investigate Service in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights ("a Claim") provided that the Client:

(a) notifies Hooyu immediately in writing of any Claim it receives;

(b) makes no admission of liability or compromise relating to the Claim or otherwise prejudice Hooyu's defence;

(c) allows Hooyu conduct of defence of the Claim and any negotiation and/or settlement; and

(d) gives Hooyu all reasonable assistance in doing so.

11.5 The Client grants to Hooyu a non-transferable, non-exclusive license to use, copy and store Personal Data supplied by the Client to enable Hooyu to carry out its obligations under this Agreement, to comply with Applicable Law and to improve the effectiveness of the Hooyu Investigate Service.

12 AUDIT RIGHTS

12.1 Upon reasonable notice to the Client Hooyu shall be entitled to conduct an on-site audit or to appoint a third party to conduct an on-site audit of the Client's compliance with the obligations of this Agreement. Both Parties to this contract will agree upon a suitably qualified auditor for these purposes.

12.2 Audits shall not be carried out more than once a year during the Term unless Hooyu reasonably believes that the Client is in material breach of this Agreement or unless Hooyu is required to do so by a regulatory body with competent jurisdiction with respect to the Hooyu Investigate Service. Hooyu or its auditor may be accompanied by a representative of any such regulatory body or a third party data supplier.

12.3 All audits will be conducted in a manner intended not to materially disrupt, delay or interfere with the Client's performance of its business and shall be carried out at Hooyu's expense. Should the audit reveal a breach of this Agreement by the Client, the Client shall reimburse Hooyu for the full cost of the audit.

12.4 The Client shall provide Hooyu (or any regulatory body) with full supervised access to its premises, employees, computers, IT systems and records as required for the purposes of a successful audit.

12.5 Prior to an audit under this clause 12, Hooyu shall be entitled (but not obligated) to submit a questionnaire to the Client regarding the performance of the Client's obligations under this Agreement.

The Client shall respond to such a questionnaire within 14 days of its receipt. The submission of a questionnaire under this clause will not prejudice Hooyu's audit rights under this clause.

13. FORCE MAJEURE

13.1 If either Party is prevented or delayed in the performance of any of its obligations hereunder by Force Majeure, and serves notice thereof on the other Party specifying the matters constituting Force Majeure together with such evidence as it can reasonably give and specifying the period for which it is estimated that such prevention or delay will continue, then the Party giving notice shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue. For the purpose of this Agreement, "Force Majeure" shall be deemed to be any cause affecting the relevant Party's performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including Acts of God, fire, explosion or accidental damage, terrorism, riot, civil commotion, war and hostilities, any labour dispute, interruption or failure of utility service, and non-performance by suppliers or subcontractors.

13.2 If the event of Force Majeure prevails for a continuous period of more than 60 days, either Party may terminate this Agreement by giving 14 days' written notice to the other.

13.3 The provisions of this Clause 13 shall not delay or suspend the obligation for the Client to pay any Fees due unless such Fees relate to future use of the Hooyu Investigate Service and Hooyu has advised a Force Majeure event that prevents such future use.

14. CONTRACTS (RIGHTS OF THIRD PARTY)

The End User acknowledges that the third party data suppliers of Hooyu shall be entitled to enforce provisions of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 Hooyu shall be entitled:

(a) without reference to the Client, to sub-contract the performance of any of

its obligations under this Agreement to any party provided that Hooyu shall be responsible for any acts or defaults of its sub-contractors as if they were its own acts or defaults; and

(b) to assign or transfer to any party, or charge or deal in any other manner with any of its rights or obligations under this Agreement subject only to the service of prior notice on the Client.

15.2 The Client shall not be entitled to assign, transfer, charge or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of Hooyu (which shall not be unreasonably withheld or delayed).

16. WHOLE AGREEMENT

16.1 This Agreement supersedes any prior agreement between the Parties relating to the matters covered in this Agreement whether written or oral and any such prior agreements are cancelled as at the Effective Date but without prejudice to any rights which have already accrued to either of the parties thereunder.

16.2 The Parties agree that this Agreement: (i) contains the whole agreement between the Parties relating to the subject matter hereof; (ii) neither Party has relied upon any oral or written representations, warranties or other assurances not contained within this Agreement in deciding to proceed; and (iii) its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

16.3 Hooyu may, by written notice to the Client (including email notification), make any changes to these Terms and Conditions that may be needed to ensure compliance by the Parties with Applicable Law. By continuing to use the Hooyu Investigate Service thereafter, the Client agrees to be bound by any such changes.

17. WAIVER

The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this

Agreement shall not be construed to or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights or remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

18. CHANGE OF DETAILS

Each of the parties shall give notice to the other of the change of its name, address, telephone number or e-mail address at the earliest possible opportunity but in any event within 48 hours of such change.

19. NOTICES

Any notice to be served on either of the Parties by the other shall be in English and sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee within 72 hours of sending to the correct address.

20. SEVERABILITY

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to have been deleted without affecting or impairing the remaining provisions of this Agreement.

21. RELATIONSHIP OF THE PARTIES

The Parties are not partners or joint venturers or in a relationship of employer and employee. Save as expressly authorized hereby (if at all) neither Party has any right or authority to act on behalf of the other or to make any representation on its behalf and neither Party will represent that it has such right or authority.

22. ANNOUNCEMENTS

The Client agrees that Hooyu may cite the Client as a user of the Hooyu Investigate Service in its marketing materials including its website and PR.

23. MULTIPLE COUNTERPARTS

This agreement may be executed in any number of counterparts and all counterparts taken together will be deemed to constitute one and the same instrument.

24. EXECUTION

Execution and delivery of a facsimile transmission or scanned copy of this Agreement shall constitute, for the purposes of this Agreement, delivery of an executed original and shall be binding on the Party whose signature appears on the transmitted copy.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX 1 – PERMITTED PURPOSES

1. GENERAL

- 1.1 Subject to any restrictions set out in this Agreement, the Hooyu Investigate Service may be used for people searching, people tracing, fraud investigation, background checking, investigation and related activities.
- 1.2 The Client shall ensure that access to and use of the Hooyu Investigate Service and Results shall be restricted to those of its employees who require it in order to fulfil the lawful interests of the Client. The Client shall be responsible for all acts and omissions of those that have access to the Hooyu Investigate Service.

2. NOTES ON PERMITTED USE AND SPECIFIC RESTRICTIONS

- 2.1 The Hooyu Investigate Service and Results must under no circumstances be used for any form of marketing including the targeting or contacting of individuals or households.
- 2.2 The Hooyu Investigate Service and Results must under no circumstances be used to assess the creditworthiness of individuals.
- 2.3 Contact information within Results may only be used for contacting individuals with whom the Client has an existing relationship or a lawful and legitimate reason for such contact.
- 2.4 The Hooyu Investigate Service may only be used for debtor tracing where the individual being traced is a customer of the Client or a customer of a company on whose behalf the Client is collecting debt.
- 2.5 Certain data in the Hooyu Investigate Service may not be used for ID verification purposes. Should the Client wish to use the Hooyu Investigate Services for this purpose it must first advise Hooyu in writing so that Hooyu can ensure that the restricted data is not included in the Hooyu Investigate Service.
- 2.6 **Use of Full Electoral Register**

Should the Client have access to the Full Electoral Register within the Hooyu Investigate Service, the Client further agrees as follows:

it shall ensure that it has lawful grounds for carrying out a search on a data subject in accordance with the Data Protection Regulations and the ER Regulations prior to any such search being carried out, and (except to the extent to which a relevant exemption applies under the Data Protection Act 2018) shall present such data subjects with a fair processing notice that makes reference to such processing;

It shall procure that any Results provided to it by Hooyu are used only to the extent permitted under the ER Regulations;

it shall at all times implement and maintain information security standards in respect of the Results which are in all material respects equivalent to or exceed the standards afforded by the Minimum Security Standards set out at <https://hooyubusiness.com/client-minimum-security-standards-level-two/> (as amended from time to time);

it shall not under any circumstance sell, transfer, distribute or otherwise make any Results provided to it available to, or use the Results on behalf of, any other third party except where the Client ('Original Client') is acting on behalf of another Client of Hooyu ('Third Party Client') (but for the avoidance of doubt, such Third Party Client must have entered into a Client Agreement with Hooyu before the Original Client is able to act on behalf of the Third Party Client).

except as required by law it will procure that after a Result has been used in respect of a particular Investigation, that Result will not be accessed thereafter except in relation to that particular Investigation or for audit purposes;

2.7 Use of Exempted Credit Reports including Full Electoral Register

Should the Client have access to Exempted Credit Reports within the Hooyu Investigate Service, the Client further agrees as follows:

where a Client is a Local Authority, the Permitted Purpose in respect of such Local Authority's use shall be: Access to personal data at the request of (or on behalf of) a Local Authority in connection with either: the prevention or detection of crime, apprehension or prosecution of offenders, the assessment or collection of any tax or duty or of an imposition of a similar nature; or where disclosure is necessary for the purpose of, or in connection with, legal proceedings, in each case where such activities are necessary for the discharge of a statutory function of the Local Authority relating to security, law enforcement and crime prevention.

where a Client is a government department, the Permitted Purpose in respect of such government department's use shall be: Access to personal data by a government department in connection with the prevention and detection of crime and the enforcement of the criminal law (whether in England and Wales/Scotland/Northern Ireland or elsewhere).

where a Client is the Police, the Permitted Purpose in respect of such Police's use shall be: Access to personal data by the Police in connections with the prevention of crime and

the enforcement of the criminal law (whether in England and Wales/Scotland/Northern Ireland or elsewhere).

APPENDIX 2 – HOOYU INVESTIGATE SERVICE DESCRIPTION

The Hooyu Investigate Service is designed for the Permitted Purposes set out in Appendix 1. It is as described on the website <https://hooyubusiness.com/hooyu-investigate/> as amended from time to time. Certain data sets and certain functions may be prohibited from use by the Client if restricted by Applicable Laws, by the licenses under which Hooyu acquires the data, or as otherwise agreed with the Client.

The minimum recommended technical specification of computers to be used by the Client for accessing the Hooyu Investigate Service is:

CPU: Intel Core2 @ 2.5GHz or comparable

Memory: 4GB of RAM

Browsers: Chrome v. 58.0+, Safari v. 10.1+, IE11 v. 11.0+

Operating system: Windows 7, Windows 10, MacOS 10.12+

APPENDIX 3 – DATA PROTECTION ADDENDUM

(with respect to Saved Graphs only)

1. Hooyu's Obligations.

(a) The terms of this Data Protection Addendum shall apply only to the extent that Hooyu acts in the capacity of a data processor in the course of storing Saved Graphs on behalf of the Client.

(b) The Parties agree that Hooyu shall only process personal data contained within Saved Graphs in accordance with the Client's instructions and not for Hooyu's own purposes. The processing will be carried out only for the duration of the Agreement whereafter Hooyu shall delete Saved Graphs from its systems. If Hooyu is required to process the personal data for any other purpose by law to which it is subject, Hooyu will inform the Customer of such requirement prior to the processing unless that law prohibits this on important grounds of public interest.

(c) When processing personal data contained within Saved Graphs, Hooyu shall:

- i. implement appropriate technical and organisational measures to ensure an appropriate level of security in respect of the processing;
- ii. notify the Client immediately if, in Hooyu's opinion, an instruction for the processing of personal data given by the Client infringes Data Protection Regulations;
- iii. assist the Client in responding to requests by data subjects to exercise their rights;
- iv. implement and maintain personal data retention and destruction procedures in compliance with the requirements of the Data Protection Regulations and Hooyu shall not retain any of the personal data for longer than is necessary to perform its obligations under this Data Protection Addendum and, following termination of the Agreement Hooyu will securely delete such personal data;
- v. ensure that all Hooyu personnel and sub-contractors required to access the personal data are informed of the confidential nature of the personal data and that only staff who are contractually bound to respect the confidentiality of the personal data shall have access to the same; and
- vi. maintain records of all processing activities carried out on behalf of the Client with respect to Saved Graphs and shall make these records available to the Client and supervisory authorities if and when required by such parties.
- vii. provide the Client with reasonable, supervised access to Hooyu's premises and records to enable the Client or a regulator accompanying the Client to audit Hooyu's compliance with this DPA.

(d) If Hooyu becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that is processed by or on behalf of Hooyu in the course of storing the Saved Graphs (a "**Security Breach**"), it shall without undue delay and taking into account the nature of the processing and information available to Hooyu, notify the Client and provide the Client with a detailed description of the Security Breach. Any action taken by Hooyu under the immediately preceding sentence shall be at Hooyu's expense except to the extent that the Security Breach is caused by the acts or omissions of the Client, in which case such action shall be at the Client's expense.

(e) Hooyu shall, upon the written request of the Client and taking into account the nature of the processing and the information available to Hooyu, use reasonable endeavours, at the Client's cost and expense, to assist the Client with the Client's obligations under the Data Protection Regulations to:

- i. communicate Security Breaches to data subjects;
- ii. carry out data protection impact assessments of envisaged processing operations on the protection of the personal data within Saved Graphs; and
- iii. consult the applicable supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Client to mitigate the risk.

(f) If the European Commission lays down, or an applicable supervisory authority adopts, standard contractual clauses for the matters referred to in Article 28(3) and Article 28(4) of the General Data Protection Regulation pursuant to Article 28(7) or Article 28(8) of the General Data Protection Regulation (as appropriate) and the Client notifies Hooyu that it wishes to incorporate any element of any such contractual clauses into this Data Protection Addendum, Hooyu shall agree to changes necessary to incorporate such elements in writing.

2. Transfers of Personal Data from the EEA

Hooyu shall not transfer personal data contained within Saved Graphs from a location in the EEA to a location outside the EEA without the prior written consent of the Client.

3. Hooyu's Employees

Hooyu shall take reasonable steps to ensure the reliability of all its employees who have access to the personal data contained within Saved Graphs.

4. Warranties

(a) Each party warrants to the other that it will process the personal data contained within Saved Graphs in compliance with all applicable laws and Data Protection Regulations.

(b) Hooyu warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

- i. take appropriate technical and organizational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to:
 - a. the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage; and
 - b. the nature of the data to be protected.
- ii. take reasonable steps to ensure compliance with those measures.

5. Appointment of Sub-Contractors

(a) Hooyu shall only authorize a third party ("**Sub-Contractor**") to process the personal data contained within Saved Graphs provided that:

- i. it obtains the prior written consent of the Client. The Client hereby agrees to Hooyu sub-contracting the processing to Amazon Web Services;
- ii. the Sub-Contractor is subject to contractual terms which are substantially the same as those set out in this Data Protection Addendum.