

## Agreed terms

### 1. Interpretation

#### 1.1 Definitions:

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

**Charges:** the charges payable by the Customer for the supply of the Services by the Supplier, as set out in [Schedule 2](#).

**Conditions:** these terms and conditions set out in clause [1](#) (Interpretation) to clause 10 (General) (inclusive).

**Contract:** the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Customer Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and the Key Deliverables set out in the Contract Details.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up 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.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in [Schedule 1](#).

**Services Start Date:** the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

**Supplier IPRs:** all Intellectual Property Rights subsisting in the Deliverables and the Supplier Materials excluding any Customer Materials incorporated in them.

**Supplier Materials:** all materials, equipment and tools, drawings, reports, phrases, specifications and data supplied by the Supplier to the Customer as part of the Services or as part of the quotation process leading to this agreement.

## 1.2 Interpretation:

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

## 2. Commencement and term

- 2.1 The Contract shall commence on the date when it has been signed by both parties and shall continue until completion of the project specified in Schedule 1 or until terminated by either Party under the provisions of clause 9.

## 3. Supply of services

- 3.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.
- 3.2 In supplying the Services, the Supplier shall:
  - (a) perform the Services with reasonable care and skill;
  - (b) use reasonable endeavours to perform the Services in accordance with the service description set out in **Schedule 1**;
  - (c) use reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services;
  - (d) comply with:
    - all applicable laws, statutes, regulations and codes from time to time in force;provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.

- (e) observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Supplier, provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
- (f) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

#### **4. Customer's obligations**

##### **4.1 The Customer shall:**

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier;
- (c) provide, in a timely manner, such information as the Supplier may require, and ensure that it is accurate and complete in all material respects; and
- (d) not to resell the provision of Services and Deliverables

##### **4.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:**

- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Charges despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

#### **5. Data protection**

The parties shall comply with their data protection obligations as set out in **Schedule 3** (Data protection).

#### **6. Intellectual property**

##### **6.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs and all Intellectual Property Rights in or arising out of or in connection with the Services (other than the Intellectual Property**

Rights in the Customers Materials) shall be owned by the Supplier. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

- 6.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, terminable, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of the Contract.
- 6.3 The Customer grants the Supplier a fully paid-up, worldwide, terminable, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.
- 6.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.
- 6.5 The Supplier shall indemnify the Customer in full against any sums awarded by a court against the Customer arising out of or in connection with any claim brought against the Customer for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by the Customer.
- 6.6 The Customer shall indemnify the Supplier in full against any sums awarded by a court against the Supplier arising of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier.

## **7. Charges and payment**

- 7.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 7.
- 7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 7.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer on completion of the Services. Each invoice shall include all reasonable supporting information required by the Customer.
- 7.4 The Customer shall pay each invoice due and submitted to it by the Supplier, within 14 days of receipt, to a bank account nominated in writing by the Supplier.
- 7.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 10\_(Termination):

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) the Supplier may suspend all Services until payment has been made in full.

7.6 All amounts due under the Contract from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### **7.7 Subscription Term and Auto-Renewal**

The Services are provided on a subscription basis according to the selected pricing plan (all 12-months). Each subscription term is either paid monthly or annually, as specified at the time of purchase. Unless cancelled in accordance with this clause, the subscription will automatically renew for successive periods equal to the initial term.

#### Payment and Billing

All payments are processed securely via Stripe. By subscribing, the Customer authorises recurring charges to their designated payment method for the applicable subscription fees, including any applicable taxes and overage charges. Stripe may automatically retry failed payments using its Smart Retries feature.

### 7.8 Cancellation and Non-Renewal

Customers may cancel their subscription at any time via their account settings. To prevent auto-renewal, cancellation must be scheduled at least 24 hours prior to the renewal date. Upon cancellation, access to subscription features will continue until the end of the current billing period. No refunds or prorated credits will be issued for early cancellation.

### 7.9 Notification of Renewal

A renewal reminder will be sent to the Customer via email at least 7 days prior to the renewal date, outlining the renewal terms and instructions for cancellation. It is the Customer's responsibility to ensure their banking and contact details are up to date.

### 7.10 Changes to Subscription Plans

Customers may upgrade their subscription at any time. Downgrades or changes to lower-tier plans will take effect at the start of the next billing cycle after the initial term of 12 months. Any changes to pricing or entitlements will be communicated in advance.

#### 7.11 Fair Contract Terms

This clause complies with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the principles outlined by the Competition and Markets Authority (CMA). The contract avoids unfair terms such as excessive notice periods, hidden fees, or automatic renewals without clear prior notice.

#### 7.12 Stripe Terms

All subscription payments are subject to Stripe's terms of service. Customers agree to Stripe's billing policies, including annual commitments, overage charges, and non-refundable payment.

### 8. Use of Quality Assurance Badge

The Projekt 3 Quality Assurance Badge (Gold, Silver, Bronze) issued as part of this service is intended to demonstrate that independent external quality assurance is part of your business. The badge must **not** be included within any home survey report itself or shared with the end customer as part of the report documentation. However, clients may use the badge in internal communications, on website and marketing materials to indicate participation in an external quality assurance process, provided it is not presented as an endorsement of any home survey report, any findings, accuracy or a certification of any home survey report content.

#### 8.1 Misuse of Badge

Any misuse of the Quality Assurance Badge, including but not limited to its inclusion in customer-facing survey reports or misrepresentation of its meaning, may result in the withdrawal of badge privileges, termination of the review service agreement, and/or public clarification of the badge's intended use. The provider reserves the right to take appropriate action to protect the integrity and credibility of the quality assurance process.

#### 8.2 Cessation of Use

Upon termination or expiry of the quality assurance review service, the client must immediately cease all use of the Quality Assurance Badge in any form, including but not limited to marketing materials, digital platforms, and internal documentation. Continued use of the badge after the service has ended constitutes a breach of this agreement and may result in legal or reputational consequences.

#### 8.3 Badge representation and transparency

Clients must ensure that any reference to the Quality Assurance Badge in marketing or communications is accurate and does not imply endorsement of the survey findings, the surveyor, or the surveying firm by the badge provider. The badge signifies that the Client has external home survey reviews for quality assurance purposes only. Any public-facing use of the badge must be

accompanied by a clear statement that it reflects participation in an independent home survey review process, not certification of any home report content or surveyor qualifications.

## **9. Limitation of liability**

- 9.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Nothing in this clause 9 shall limit the Customer's payment obligations under the Contract.
- 9.4 Nothing in the agreement shall limit the Customer's liability under clause 6.5 of the Contract.
- 9.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

## **10. Termination**

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 30 days written notice.
- 10.2 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
  - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

10.4 On termination of the Contract for whatever reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- (c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- (d) Any licence granted for the duration of this agreement shall come to an end.

## 11. General

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### 11.2 Assignment and other dealings.

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

### 11.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other

party or of any member of the group to which the other party belongs, except as permitted by clause 11.3. For the purposes of this clause 11.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- (d) The Customer grants permission for anonymised copies of their home survey reports (segments only) to be used for training purposes. These reports will be used solely to illustrate best practices, common issues, or technical guidance. No identifying information about the surveyor, the surveying firm, or the Customer will be disclosed or referenced in any training materials or sessions.

#### **11.4 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**11.5 Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **11.6 Waiver.**

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it

prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**11.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.7 shall not affect the validity and enforceability of the rest of the Contract.

**11.8 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the address specified in the Contract Details.
- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**11.9 Third party rights.**

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

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



**Schedule 1 Services: Home Survey Review Plans**

Selected plan paid for is applicable:

Pathway Plan	Progress Plan	Peak Plan
<ul style="list-style-type: none"> <li>• 4 home survey reviews annually</li> <li>• 1 annual 1-2-1 review</li> <li>• Independent quality assurance Projekt 3 badge (Bronze)</li> </ul>	<ul style="list-style-type: none"> <li>• 8 home survey reviews annually</li> <li>• 1 annual 1-2-1 review</li> <li>• Quarterly summaries</li> <li>• Support provided upon request</li> <li>• Independent quality assurance Projekt 3 badge (Silver)</li> </ul>	<ul style="list-style-type: none"> <li>• 12 home survey reviews annually</li> <li>• Biannual progress 1-2-1 reviews</li> <li>• Quarterly summaries</li> <li>• Email and additional 1-2-1 support</li> <li>• Independent quality assurance Projekt 3 badge (Gold)</li> </ul>

**Deliverables:**

- A single read-through of the home survey report reviews.
- Delivery of a home survey review report summary with:
  - An overall opinion.
  - A RAG rating assessment.
  - Suggestions for improvement.
- OneDrive folder set up exclusively for the customer for the home survey review report.
- NB: Where documents are not provided on file, these will not be considered and/or given a 'Red' rating if applicable.

**Schedule 2 Charges**

**1. Charges for the services**

<b>Pathway Plan</b>	<b>Progress Plan</b>	<b>Peak Plan</b>
<b>As stated via website upon payment.</b>	<b>As stated via website upon payment.</b>	<b>As stated via website upon payment.</b>

## Schedule 3 Data protection

### DEFINITIONS

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);] [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

### OR

**Data Protection Legislation:**

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Supplier is subject, which relates to the protection of personal data.

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

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

**EU Law:** the law of the European Union or any member state of the European Union.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

## 12. DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 12.3 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the

Supplier [and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer] for the duration and purposes of this agreement.

12.4 Without prejudice to the generality of clause 12.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that Personal Data only on the documented written instructions of the Customer [which are set out in Schedule [1] unless the Supplier is required by Domestic Law [or EU Law] to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law [or EU Law] as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law [or EU Law] unless the Domestic Law [or EU Law] prohibits the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK [or EEA] unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection

Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law [or EU Law] to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

12.5 The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under this agreement.

12.6 Either party may, at any time on not less than 30 days' notice, revise this clause 1.6 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## **Processing, Personal Data and Data Subjects**

### **1. Processing by the Supplier**

#### **1.1 Scope**

The scope of the processing is the provision of goods and/or services by the Supplier to the Customer under the main contract and agreed terms.

#### **1.2 Nature**

The nature of the processing is to enable the provision of goods and/or services by the Supplier to the Customer under the main contract and agreed terms.

#### **1.3 Purpose of processing**

The purpose of the processing is for the provision of goods and/or services by the Supplier to the Customer under the main contract and agreed terms.

#### **1.4 Duration of the processing**

Processing shall correspond to the duration of this agreement as per Schedule 1.

### **2. Types of Personal Data**

Including, name, address, phone numbers, email addresses

### **3. Categories of Data Subject**

Customer