

ORDER FORM INCORPORATING BAD WOLF HORIZON LTD'S STANDARD TERMS AND CONDITIONS

DATE:

Customer:	
Customer's registered office address:	
Customer's representative:	Name: Title: Email: Telephone:
Supplier:	Bad Wolf Horizon Ltd (Company Number11246180)
Supplier's registered office address:	5 Polymennor Road, Falmouth, England, TR11 5UX
Supplier's representative:	Name: Title: Email: Telephone:
Services Commencement Date:	
Term	
Services & Deliverables:	
Charges, Expenses and Invoicing:	
Deposit:	
Location	
Special Conditions:	
Data Protection:	
Subject matter and purpose of the data processing:	In order for the Supplier to perform the Services.
Types of personal data being processed:	Names, addresses, email addresses and telephone numbers of the Customer's personnel.
Data subjects:	
Duration of processing:	The Term and one month thereafter.

1. This Contract is made up of the following:
 - (a) The Order Form; and
 - (b) Bad Wolf Horizon Ltd's Standard Terms and Conditions, and all other terms and conditions, including (but not limited to) any submitted by the Supplier or otherwise shall be excluded to the fullest extent permitted under law.
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
3. Any capitalised terms whose meanings are not defined in this Order Form shall have the meanings given in Bad Wolf Horizon Ltd's Standard Terms and Conditions.

This Contract has been entered into on the date stated at the beginning of it.

Signed for and on behalf of [****INSERT CUSTOMERS COMPANY DETAILS****].

Signed for and on behalf of BAD WOLF HORIZON LTD

.....

.....

Date:

Date:

BAD WOLF HORIZON LTD'S STANDARD TERMS & CONDITIONS

1. Interpretation

1.1 Definitions:

- 1 **Background IPR:** means the background Intellectual Property rights owned or licenced by either party prior to Services Commencement Date.
- 2 **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 3 **Charges:** the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Order Form, which shall include any travel, subsistence and accommodation expenses incurred by the Supplier.
- 4 **Confidential Information:** the provisions of this Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets business methods or data, in all cases whether disclosed orally or in writing before or after the date of this Contract, including all Supplier Materials and Deliverables.
- 5 **Contract:** the contract between the Customer and the Supplier for the supply of the Services in accordance with the Order Form and these Standard Terms and Conditions.
- 6 **Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
- 7 **Customer:** means the customer set out in the Order Form.
- 8 **Customer Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.
- 9 **Data Controller:** shall have the meaning given to such term in the Data Protection Legislation.
- 10 **Data Processor:** shall have the meaning given to such term in the Data Protection Legislation.
- 11 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (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.
- 12 **Data Subject:** shall have the meaning given to such terms in the Data Protection Legislation.
- 13 **Deliverables:** all documents, products and materials delivered by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation audio visual recordings, written and oral presentations, computer programs, data, reports and specifications (including drafts).
- 14 **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, 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.
- 15 **Order Form:** means the order form entered into by the Customer and the Supplier which sets out, amongst other things, the Services and the Charges and which incorporates and is subject to these Standard Terms and Conditions.
- 16 **Personal Data:** shall have the meaning given to such term in the Data Protection Legislation.
- 17 **Process and Processing:** shall have the meanings given to such terms in the Data Protection Legislation.
- 18 **Services:** the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in the Order Form.
- 19 **Services Commencement Date:** the day on which the Supplier is to start provision of the Services, as set out in the Order Form.

20 **Standard Terms and Conditions:** means these standard terms and conditions, including the Schedule hereto, as amended from time to time.

21 **Supplier:** means Bad Wolf Horizon Ltd, a company registered in England and Wales (with company number 11246180) whose registered office is at 9 Polymenor Road, Falmouth, England, TR11 5UX.

22 **Term:** means the duration of the Contract as set out in the Order Form.

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 Subject to Clause 2.2, the Contract shall commence on the Services Commencement Date and shall continue for as long as the Term stipulated in the Order Form (unless terminated earlier by either party pursuant to the Terms and Conditions of this Contract).

2.2 If the Supplier continues to provide any Services beyond the Term specified in any Order Form then this Contract shall continue in force and effect until the Supplier ceases to provide such Services to the Customer.

3. Standard Terms and Conditions

3.1 These Standard Terms and Conditions shall apply to all Order Forms which the parties enter into and govern the provision of all Services by the Supplier to the Customer, irrespective of whether any Order Form has been entered into or not.

3.2 The Customer hereby irrevocably agrees to comply with these Standard Terms and Conditions at all times with respect to any provision of the Services by the Supplier, and to the fullest extent permissible by law, all other terms and conditions, whether submitted by the Customer or otherwise shall be excluded and have no effect.

4. Supply of Services

4.1 The Supplier shall supply the Services to the Customer from the Services Commencement Date in accordance with the Contract.

4.2 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 each Order Form;

(c) 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.

(d) 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.

4.3 The Supplier may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not

materially affect the nature or quality of the Services.

5. Customer's obligations and prohibitions

5.1 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 to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under the Order Form or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;
- (d) inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises. If the Customer wishes to make a change to those requirements which will materially affect provision of the Services, it can only do so in accordance with Clause 13.9 (Variation); and
- (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation (including any necessary consents from Data Subjects to enable the Supplier to Process any Personal Data under the Data Protection Legislation) as required to enable the Supplier to provide the Services, including the use of all Customer Materials insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start.

5.2 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 be allowed an extension of time to perform its obligation equal to the delay caused by the Customer.

5.3 If the Customer requests any additional services to those specified in the Order Form then the Customer shall be obliged to pay for any such additional services in accordance with the current rates specified by the Supplier from time to time.

5.4 Where the Supplier requires permission to access any Customer or third party premises to provide the Services, the Customer will provide all reasonable assistance and information to the Supplier to obtain the required permissions, and assist with any required information Company requests for CAA compliance. In the event of any failure by the Customer to provide such information and assistance, the Supplier may immediately terminate the Contract and any deposit paid by Customer will be forfeited.

6. Data protection

6.1 Each party undertakes to comply with the provisions of Schedule 1 with respect to any data processing under this Contract.

7. Non-Solicitation

7.1 Neither party shall, without the prior written consent of the other, at any time from the date of this Contract until the expiry of 12 months after its termination or expiry, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision of the Services.

8. Intellectual property

8.1 Each party shall retain ownership of all of its relevant Background IPR. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

8.2 Subject to clause 8.1 and to the Customer paying in full all of the Charges relating to the Services under the Contract, the Customer shall own all of the Intellectual Property Rights in the Deliverables and the Supplier shall take all necessary steps to effect the transfer of any such Intellectual Property Rights to the Customer following the receipt of payment of all of the Charges.

- 8.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 8.2 to its Affiliates, customers and/or any third parties whatsoever.
- 8.4 The Customer shall not under any circumstances sell or commercially exploit any of the Supplier's IPRs to any third party.
- 8.5 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials and to use the Deliverables (including in order to upload the same onto any social media or other platform) during and after the Term for the purpose of providing the Services to the Customer in accordance with the Contract.
- 8.6 The Customer shall indemnify the Supplier in full against all costs, losses, damages, expenses (including all legal and other professional expenses on a full indemnity basis), claims, proceedings judgements and all other liabilities which the Supplier suffers or incurs arising out 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.

9. Charges and payment

- 9.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 9.
- 9.2 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.
- 9.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer at the dates and/or intervals specified in the Order Form. If the Supplier requires the Customer to pay any deposit then the Customer shall pay the full amount of such deposit which is specified in the Order Form within 5 days of the Services Commencement Date.
- 9.4 The Customer shall pay each invoice due and submitted to it by the Supplier, within 30 days of the date of each invoice, to a bank account nominated in writing by the Supplier (as specified on Supplier's invoice).
- 9.5 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 11 (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 2% a year above the Bank of England's base rate from time to time, but at 2% 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.
- 9.6 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).

10. Limitation of liability

- 10.1 Nothing in this contract will exclude or limit either party's liability:
- (a) for fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence;
 - (c) any other liability that cannot be excluded or limited by law;
 - (d) any breach of the obligations contained in Clauses 8 (Intellectual Property) and 13.7 (Confidentiality); and
 - (e) any indemnity contained herein.
- 10.2 Subject to Clauses 10.1 and 10.3, each party's maximum aggregate liability to the other party under or in connection with this contract, or any collateral contract, whether arising under statute or arising in or for

breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall in all circumstances be limited to total amount paid or payable by the Customer under the relevant Contract.

10.3 Neither party shall be liable to the other party under or in connection with this contract, whether arising under statute or out of breach of contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special or consequential losses, for any third party claims issued against the Customer or otherwise or for any loss of:

- (a) profits;
- (b) business;
- (c) contracts;
- (d) anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) goodwill or reputation,

whether such losses were direct or indirect, or within the reasonable contemplation of the parties prior to entering into this Contract.

10.4 **Exclusion of statutory and common law implied terms.** The Supplier has given commitments as to compliance of the Services with relevant specifications in 4. To the fullest extent permissible by law, all other express and implied warranties and terms are hereby excluded from this Contract, including (but not limited to) regarding fitness for purpose, satisfactory quality or otherwise.

11. Termination

11.1 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 14 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this contract;
- (c) 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) 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
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 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.

11.3 The Supplier shall be entitled to terminate any Contract for convenience by giving the Customer not less than five Business Days' notice in writing.

12. Obligations on termination or expiry. 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) The Customer shall promptly return or destroy (at the Supplier's sole discretion) all of the Supplier's property and Confidential Information and certify in writing to the Supplier that it has done so;
- (c) the terms of the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after expiry or termination;
- (d) 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; and
- (e) the obligations under clauses 1, 7, 8 10, 11, 13.6, 13.7 and 13.16 shall survive any termination or expiry of this Contract, together any other provisions which are either expressly or impliedly intended to survive any such termination or expiry.

13. General

13.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, adverse weather conditions, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

13.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

13.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 30 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this contract by giving 2 weeks' written notice to the Affected Party.

13.6 Assignment and other dealings.

Neither party shall assign, transfer, mortgage, charge, sub-contract, delegate, sub-license, declare a trust over or deal in any other manner with any or all of its rights and obligations under this contract

without the prior written consent of the other party provided that in some circumstances Supplier may subcontract some of the Services provided for hereunder to a third party contractor.

13.7 Confidentiality.

- (a) Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Contract and shall not use nor disclose the same save for the purposes of the proper performance of this Contract or with the prior written consent of other party.
- (b) The parties may disclose Confidential Information to an employee, sub-contractor or agent to the extent necessary for the performance of this Contract provided such disclosure is subject to confidentiality obligations equivalent to those set out in this Contract. Each party shall use its best endeavours to procure that any such employee, sub-contractor or agent complies with such obligations. Each party shall be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- (c) The Customer shall not under any circumstances disclose any Supplier Materials, Content or Deliverables or other Confidential Information of the Supplier to any other third party or competitor of the Supplier without the prior written consent of an authorised representative of the Supplier.
- (d) The obligations of confidentiality in this Clause 13.7 do not extend to any Confidential Information which the party that wishes to disclose or use can show:
 - (i) is, or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Contract;
 - (ii) was in its written records prior to the Commencement Date and not subject to any confidentiality obligations;
 - (iii) was or is disclosed to it by a third party entitled to do so;
 - (iv) the parties agree in writing is not Confidential Information or may be disclosed;
 - (v) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction; or
 - (vi) is required to be disclosed to either party's professional advisors, provided always that such professional advisors are bound by confidentiality obligations which are no less stringent than contained in this Clause 13.7.

13.8 Entire agreement.

- (a) The Contract constitutes the entire Contract between the parties and supersedes and extinguishes all previous Contracts, 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.

13.9 Variation. Save where expressly stated otherwise herein, no variation of the Contract shall be effective unless it is in writing and signed by the authorised representatives of the parties.

13.10 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.

13.11 Rights and remedies

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

13.12 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 13.12 shall not affect the validity and enforceability of the rest of the Contract.

13.13 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 in the Order Form.
- (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 13.13(b), 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 13.13 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.

13.14 Third party rights. Unless it expressly states otherwise, 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.

13.15 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.

13.16 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

Data Protection

1. Each party will comply with all applicable requirements of the Data Protection Legislation.
2. In the course of providing the Services, the Supplier shall observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services and shall be responsible for the compliance of any of its personnel in respect of the same.
3. If the Supplier Processes Personal Data for the Customer as a Data Processor, it shall:
 - (a) Process the Personal Data solely on the documented instructions of the Customer, for the purposes of providing the Services (unless required by law to act without such instructions, in which case the Supplier shall, except where prohibited by law from doing so, inform the Customer of that legal requirement before Processing);
 - (b) Process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, as described in the form referred to in paragraph 3(e) of this Schedule 1;
 - (c) take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;
 - (d) take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;
 - (e) not transfer the Personal Data to any country outside the European Economic Area (EEA) without having appropriate additional safeguards in place;
 - (f) not permit any third party to Process the Personal Data without the prior written consent of the Customer, such consent to be subject to the Supplier meeting the conditions set out in Articles 28(2) and (4) of the GDPR;
 - (g) notify the Customer without undue delay and in any event, within two (2) Business Days, of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;
 - (h) notify the Customer immediately upon becoming aware of or reasonably suspecting any Personal Data Breach, such notice to include all information reasonably required by Supplier to comply with its obligations under the Data Protection Laws;
 - (i) upon requests, provide the Customer with all reasonable assistance in carrying out data protection impact assessments;
 - (j) permit the Customer, on reasonable prior notice, to inspect and audit the facilities and systems used by the Supplier to Process the Personal Data, the technical and organisational measures used by the Supplier to ensure the security of the Personal Data and any and all records maintained by the Supplier relating to that Processing;
 - (k) provide any assistance reasonably requested by the Customer in relation to (i) any communication received under paragraph 3(h) of this Schedule 1, as well as any similar communication received by the Customer directly; and (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably requested by the Customer;
 - (h) cease Processing the Personal Data immediately upon the termination or expiry of this Contract and at the Customer's option either return, or securely delete the Personal Data, and
 - (i) Process the Personal Data in accordance with its own privacy policy (as amended from time to time).
4. The Supplier shall only be permitted to Process the Personal Data for the purposes of providing the Services as set out in the Contract.
5. This Schedule 1 addresses certain details of the Processing of the Personal Data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Law. The Supplier shall Process the Personal Data for the purposes of providing the Services as set out in the Contract.
6. The parties agree that the nature, scope, purpose, duration and categories of Personal Data which the Supplier is entitled to Process pursuant to this Contract is set out in the Order Form: