

WISE PRODUCT STANDARD TERMS & CONDITIONS

1 Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement and in these terms and conditions (the “**Conditions**”):

“**Agreement**” means this agreement between the IET and the Customer in respect of the Product(s), which comprises the components listed in clause 2 (Composition of the Agreement).

“**Applicable Law**” means all laws, rules, regulations, codes of practice, research governance or ethical guidelines or requirements of regulatory authorities, as amended from time to time, which are applicable to this Agreement.

“**Commencement Date**” means the date on which the IET countersigns the Order Form.

“**Confidential Information**” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including the terms and conditions of this Agreement (and any agreement entered into in connection with this Agreement) and information which relates to the business, affairs, finances, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, suppliers and customers of the IET or the Customer (as the case may be) or, in each case, any member of the Group to which the relevant party belongs. In respect of the IET, the Confidential Information shall include the IET Materials and in respect of the Customer, the Confidential Information shall include the Customer Materials.

“**Customer Materials**” means all documents, information, data, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the IET in connection with this Agreement.

“**Deliverables**” means the deliverables pertaining to the Product(s) as listed in the Contract Details, excluding the IET Materials.

“**Data Protection Legislation**” means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals as may be amended, extended, re-enacted or replaced from time to time, including, (where applicable):

- (a) UK GDPR; the Data Protection Act 2018 (“**DPA 2018**”) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; or

- (b) EU GDPR,

along with the guidance and codes of practice issued by the UK's Information Commissioner, EU Commission or other relevant regulatory authority (as applicable to a party).

“**Delivery Dates**” means those dates for delivery of the Product(s), as set out in the Order Form.

“**EU GDPR**” means the General Data Protection Regulation ((EU) 2016/679).

“Expenses” means those expenses payable by the Customer, as identified on the Order Form.

“Fees” means fees, as set out in the Order Form, which are payable by the Customer to the IET in accordance with clause 5 (Fees and payment).

“Force Majeure Event” means an unforeseeable act, omission, event, accident or other circumstance that is:

- (a) beyond the reasonable control of a party; and
- (b) not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party,

and which affects that party’s performance of its obligations under this Agreement. Things such as strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm may be Force Majeure Events.

“GHGs” means the natural and anthropogenic gases which trap thermal radiation in the Earth’s atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time.

“Good Industry Practice” means standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would be expected from a leading organisation or company within the relevant industry or business sector and in accordance with any relevant industry codes of practice.

“Group” means in relation to a party: i) that party; ii) any subsidiary or holding company from time to time of that party; iii) any subsidiary from time to time of a holding company of that party; and iv) any subsidiary from time to time of a subsidiary of that party.

“IET Branding” means the trade marks, trade names or logos, in all cases, whether registered or unregistered, of the IET.

“IET Materials” means all documents, information, data, items and materials in any form (whether owned by the IET or a third party) not developed specifically for the Customer which may be provided by the IET to the Customer in connection with this Agreement.

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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.

“Product(s)” means that/those product(s) procured by the Customer and to be delivered by the IET as set out in the Order Form.

“Term” has the meaning given to it in the Order Form.

“UK GDPR” has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018 (as amended).

“VAT” means value added tax or any equivalent tax chargeable in the United Kingdom (or elsewhere).

“Working Day” means a day, other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 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.
- 1.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.5 Any requirement for a party to use its **“reasonable endeavours”** shall be interpreted as a requirement for that party to use its reasonable and commercially prudent endeavours.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to writing or written includes email but excludes fax.
- 1.11 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of these Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

2 Composition of the Agreement

- 2.1 This Agreement is made up of and incorporates the following components which are listed in the order of precedence that shall be applied in the event that there is any conflict or ambiguity between the terms of such components:
 - 2.1.1 the Order Form and any appendices to it (as accepted in writing by the IET);
 - 2.1.2 the Conditions; and

2.1.3 any Schedules to these Conditions.

- 2.2 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate (including any terms attached to a purchase order), or which are implied by law, trade custom, practice or course of dealing.

3 Formation, commencement and duration

- 3.1 The Order Form constitutes a request by the Customer procure the Product(s) subject to and in accordance with these Conditions.
- 3.2 The Order Form shall only be deemed to be accepted when the IET confirms its acceptance by returning to the Customer a copy of the Order Form that is countersigned by the IET.
- 3.3 This Agreement shall come into force on the Commencement Date and shall continue in full force and effect for the Term.

4 IET's responsibilities and rights

- 4.1 The IET shall:
- 4.1.1 deliver the Product(s) in accordance with Good Industry Practice and Applicable Law, and in accordance with the Delivery Dates (but time for performance shall not be of the essence); and
 - 4.1.2 not do or omit to do anything which may cause the Customer to be in breach of any Applicable Law.

5 Customer's responsibilities

- 5.1 The Customer shall:
- 5.1.1 cooperate with the IET in all matters relating to the Product(s);
 - 5.1.2 provide the IET with such information and materials as is reasonably required in order to supply the Product(s), and the Customer shall ensure that such information is complete and accurate in all material respects;
 - 5.1.3 provide the IET (and its employees, agents, consultants and subcontractors) with access to the Customer's premises, facilities and equipment as is reasonably required in order to provide the Product(s);
 - 5.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the delivery of the Product(s);
 - 5.1.5 not do or omit to do anything which may cause the IET to be in breach of any Applicable Law; and
 - 5.1.6 notify the IET in writing as soon as reasonably practicable upon the occurrence of a change in control of the Customer.

- 5.2 If the Customer's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Default**"):
- 5.2.1 without limiting or affecting any other right or remedy available to it, the IET shall have the right to suspend performance of the Product(s) until the Customer remedies the Default, and to rely on the Default to relieve it from the performance of any of its obligations in each case to the extent the Default prevents or delays the IET's performance of any of its obligations;
 - 5.2.2 the IET shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this clause 5.2 (Customer's responsibilities); and
 - 5.2.3 the Customer shall reimburse the IET on written demand for any costs or losses sustained or incurred by the IET arising directly or indirectly from the Default.

6 Fees and payment

- 6.1 The Customer shall pay to the IET the Fees and Expenses in accordance with this clause 6 (Fees and payment).
- 6.2 The Fees are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.
- 6.3 The IET shall submit its invoices in Pounds Sterling (GBP) for the Fees plus a valid VAT invoice (if applicable) to the Customer on the Commencement Date.
- 6.4 The IET shall invoices in Pounds Sterling (GBP) for the Expenses to the Customer within 5 Working Days of such Expenses being incurred.
- 6.5 Subject to clause 6.6 (Fees and payment), each undisputed invoice submitted by the IET to the Customer in accordance with clause 6.3 (Fees and payment) is due and payable by the Customer:
- 6.5.1 in full and cleared funds;
 - 6.5.2 in Pounds Sterling (GBP); and
 - 6.5.3 immediately upon receipt by the Customer of the relevant invoice,
- and the IET shall not be under any obligation to provide any Product(s) until such time as the Customer has made the relevant payment(s) in accordance with this clause 6.4 (Fees and payment).
- 6.6 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:
- 6.6.1 the Customer shall notify the IET in as soon as reasonably practicable;
 - 6.6.2 the Customer's failure to pay the disputed Fees shall not be deemed to be a breach of this Agreement, provided the Customer has given the notice required at clause 6.6.1 (Fees and payment);



- 6.6.3 the Customer shall pay the balance of the invoice which is not in dispute by the relevant due date;
 - 6.6.4 to the extent that the Customer is obliged, following resolution of the dispute, to pay an amount to the IET on an agreed revised due date, then the IET may charge interest in accordance with clause 6.8 (Fees and payment) from the agreed revised due date until the date of payment; and
 - 6.6.5 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 30 Working Days and, where the IET is required to issue a credit note, it shall do so within 30 Working Days.
- 6.7 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay to the IET any undisputed sum due under this Agreement by the due date, the IET may charge interest on the overdue sum accruing daily from the date on which payment was due to the date on which payment is made (whether before or after judgment) at the rate of 4% per annum 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%.

7 Intellectual property

7.1 In relation to the IET Materials and Deliverables:

- 7.1.1 the IET and its licensors shall retain ownership of all Intellectual Property Rights in the IET Materials and Deliverables; and
- 7.1.2 for the duration of the Term, the IET grants to the Customer a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the IET Materials and Deliverables for the sole purpose receiving the Product(s) and using the Deliverables in its business, providing such usage is in line with any instructions issued by the IET,

and the IET warrants that the Customer's use of the IET Materials and Deliverables in accordance with the licence granted under clause 7.1.2 (Intellectual property) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

7.2 In relation to the Customer Materials:

- 7.2.1 the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
- 7.2.2 for the duration of the Term, the Customer grants to the IET a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, modify and use the Customer Materials for the sole purpose of the IET complying with its obligations and exercising its rights under this Agreement,

and the Customer warrants that the IET's use of the Customer Materials in accordance with the licence granted under clause 7.2.2 (Intellectual property) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

- 7.3 Save as expressly set out in this Agreement, the Customer shall not use any IET Branding without the prior written consent of the IET. Where any such consent is given, the IET will grant to the Customer a limited, non-exclusive, non-transferrable, royalty-free licence during the Term to use the IET Branding only to the extent necessary for the specific purpose for which the consent was given by the IET and provided always that the Customer shall comply with any guidelines in connection with the use of the IET Branding as notified by the IET to the Customer from time to time.

8 Confidentiality

- 8.1 Each party undertakes that it shall not disclose to any person any Confidential Information of the other party or of any member of the Group to which the other party belongs, except as permitted by clause 8.2 (Confidentiality).
- 8.2 Each party may, only to such extent as is necessary, disclose the other party's Confidential Information:
- 8.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 8 (Confidentiality); and
 - 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.4 The provisions of this clause 8 (Confidentiality) shall survive for a period of two years from termination or expiry of this Agreement.

9 Publicity

- 9.1 Save as set out in this Agreement, neither party shall use the name of the other party or any trade name or trade mark used by the other party or refer to the other party in any other way in any press release, promotional literature, publications or advertising material, including any website, "blogs", social media or other online services, without the prior written consent of the other party.

10 Data Protection

- 10.1 The parties will comply with all applicable Data Protection Legislation in the performance of their obligations under this Agreement.
- 10.2 Without limiting the generality of clause 10.1 (Data Protection), the parties will comply with the provisions of Schedule 1 (Data Protection).

11 Warranties

- 11.1 Each party warrants:

- 11.1.1 it has full capacity and authority to enter into and to perform this Agreement;
- 11.1.2 this Agreement is executed by a duly authorised representative of that party;
- 11.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement; and
- 11.1.4 once duly executed, this Agreement will constitute its legal, valid and binding obligations.

12 Insurance

- 12.1 During the Term of the Agreement the IET shall maintain in force, with a reputable insurance company, such policies of insurance (including professional indemnity insurance and public liability insurance) to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 Limitation of liability

- 13.1 References to 'liability' or 'liable' in this clause 13 (Limitation of liability) include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 **Prohibited limitations or exclusions.** Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any Applicable Law.
- 13.3 **Heads of loss.** Subject to clause 13.2 (Prohibited limitations and exclusions), neither party shall be liable to the other for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.
- 13.4 **IET's general liability cap.** Subject to clause 13.2 (Prohibited limitations or exclusions) and clause 13.3 (Heads of loss), the IET's total aggregate liability to the Customer under or in connection with this Agreement shall not exceed the Fees.
- 13.5 **Customer's general liability cap.** Subject to clause 13.2 (Prohibited limitations or exclusions) and clause 13.3 (Heads of loss), the Customer's total aggregate liability to the IET under or in connection with this Agreement shall not exceed the Fees.

14 Termination

- 14.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
 - 14.1.1 the other party commits a material breach of any term of the Agreement and that breach is not capable of remedy or, if remediable, the party having committed the breach fails to remedy that breach within a period of 30 days after being notified in writing to do so; or



- 14.1.2 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 Agreement has been placed in jeopardy; or
 - 14.1.3 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - 14.1.4 the other party ceases, or threatens to cease, to carry on business.
- 14.2 Without affecting any other right or remedy available to it, the IET may terminate the Agreement with immediate effect by giving written notice to Customer if the Customer fails to pay any undisputed sum due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

15 Consequence of termination

- 15.1 On termination (for any reason) or expiry of this Agreement:
- 15.1.1 the IET will cease to provide the Product(s) to the Customer;
 - 15.1.2 the Customer will cease all use of the IET Materials and Deliverables.
 - 15.1.3 the Customer shall, without undue delay, pay to the IET all of the IET's outstanding undisputed invoices and interest;
 - 15.1.4 each party shall, within a reasonable time, return to the other party or (at the other party's option as notified in writing) destroy, all of that other party's property (including any equipment, materials, information (whether Confidential Information or otherwise)) and data (including Personal Data) in its possession or control (unless otherwise agreed between the parties or to the extent that retention is required by Applicable Law).
 - 15.1.5 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect; and
 - 15.1.6 the accrued rights and liabilities of the parties as at termination shall not be affected.

16 Force majeure

- 16.1 Subject to clauses 16.2 (Force majeure) and 16.3 (Force majeure), neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event.
- 16.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:



- 16.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - 16.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 16.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 16.3 Nothing in this clause 16 (Force majeure) shall excuse a party for non-performance (or other breach):
- 16.3.1 of any payment obligations under this Agreement, except where the Force Majeure Event is of such a nature that it would reasonably be expected to result in non-performance (or other breach) of such payment obligations; or
 - 16.3.2 where non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors, except where such acts or omissions are caused by a Force Majeure Event.

17 Compliance with applicable laws

- 17.1 The parties shall:
- 17.1.1 comply with all applicable laws and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**") and shall not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Relevant Requirements;
 - 17.1.2 not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017;
 - 17.1.3 comply with all applicable anti-slavery and human trafficking laws and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall ensure that it does not discriminate within the meaning of applicable laws relating to diversity, equality, non-discrimination and human rights; and
 - 17.1.4 perform its obligations under this Agreement in an environmentally conscious manner and reduce, to the fullest extent possible, the emissions of GHGs that arise as a consequence of the performance of this Agreement.

18 Assignment and other dealings

- 18.1 Subject to clause 18.2 (Assignment and other dealings), neither party shall, without the prior written consent of the other party, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

- 18.2 The IET may, upon written notice to the Customer, assign or otherwise transfer any or all of its rights or sub-contract any or all of its obligations under this Agreement to any member of its Group.

19 Entire agreement

- 19.1 The Agreement 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.
- 19.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, condition, representation, assurance or warranty (in all cases, of any kind and whether made innocently or negligently) that is not expressly set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- 19.3 The parties agree that any other terms not expressly set out within this Agreement, whether statutory or implied, are to the fullest extent permitted by law, excluded from this Agreement (including those terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982).

20 Variation

- 20.1 The IET has the right to change and/or modify these Conditions (or any part of the same) from time to time and shall notify the Customer of such changes and/or modifications. The Customer may terminate this Agreement within 30 days of such notice. If the Customer does not so terminate, the Customer shall be deemed to accept such changes and/or modifications.
- 20.2 Subject to clause 20.1 (Variation), no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 Waiver

- 21.1 A waiver of any right or remedy under the Agreement or by Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by Applicable 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 Agreement or by Applicable Law shall prevent or restrict the further exercise of that or any other right or remedy.

22 Severance

- 22.1 If any provision or part-provision of the Agreement 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 22 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.

23 **Notices**

- 23.1 Notice given under this Agreement shall be in writing, sent for the attention of, and addressed to, the relevant representative set out in the Order Form (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
- 23.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 23.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting;
 - 23.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting; or
 - 23.1.4 by email to the relevant email address specified in the Order Form (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of normal working hours, when normal working hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice. If an out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice, then no valid notice has been delivered and the notice must be sent by one of the alternative methods listed above.
- 23.2 For the purposes of clause 23.1.4 (Notice), "normal working hours" means the hours between 09:00 to 17:00 in the United Kingdom (or such other country as has been specified by the receiving party) on a Working Day (or any day other than a Saturday, Sunday or public holiday in the country specified by the receiving party, if other than the United Kingdom).
- 23.3 To prove service of notice under clauses 23.1.1 (Notice) to 23.1.3 (Notice) above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

24 **No partnership or agency**

- 24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25 Third party rights

- 25.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.

26 Governing law

- 26.1 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales.

27 Dispute resolution

- 27.1 If any dispute arises in connection with this Agreement, the parties agree to attempt to resolve the dispute between the parties in the first instance. If the dispute remains unresolved 30 days after one party notified the other of such dispute, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

28 Jurisdiction

- 28.1 Subject to clause 27 (Dispute resolution), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement or its subject matter or formation.

29 Language

- 29.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

Schedule 1

Data Protection

1 Definitions

1.1 For the purposes of this Schedule 1 (Data Protection), the following definitions apply:

“**Appendix 1**” means the appendix to this Schedule 1 (Data Protection);

“**Controller**” has the same meaning as defined in GDPR;

“**Data Subject**” has the same meaning as defined in GDPR;

“**DPA**” means the UK Data Protection Act 2018;

“**GDPR**” means either the UK GDPR and/or EU GDPR as applicable to the Processing undertaken in relation to this Agreement;

“**International Organisation**” has the same meaning as defined in GDPR;

“**Personal Data**” means any and all “personal data” (as defined in GDPR) that is Processed under this Agreement;

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, corruption, loss, alteration, unauthorised disclosure of, unauthorised access, attempted access (physical or otherwise) or access to, Personal Data transmitted, stored or otherwise processed;

“**Processor**” has the same meaning as defined in GDPR, and “**Process**”, “**Processing**” and “**Processed**” shall be construed accordingly;

“**Sub-Processor**” means a third party engaged by the Processor (where applicable) for carrying out processing activities in respect of the Personal Data on behalf of the Processor;

“**Supervisory Authority**” means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the applicable jurisdiction; and

“**Third Country**” means a country or territory outside (a) the UK (where UK GDPR applies); or (b) the European Economic Area (where EU GDPR applies).

2 Customer is Controller and the IET is Processor

2.1 The parties acknowledge and agree that for the purpose of the Data Protection Legislation, the Customer is the Controller, and the IET is a Processor, of Personal Data Processed in connection with this Agreement. Details of the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects whose Personal Data is being Processed in connection this Agreement are set out in Appendix 1 of this Schedule 1 (Data Protection).

2.2 Without prejudice to the generality of clause 10.1 (Data Protection) of the Agreement, the IET shall:

- 2.2.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out its duties under this Agreement and in accordance with the Customer's written instructions and this paragraph 2 (unless otherwise required by Applicable Laws);
- 2.2.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 2.2.3 ensure it has taken all reasonable steps to ensure the reliability and integrity of any employees or other persons authorised to Process the Personal Data, including by ensuring that any such persons are subject to:
- (i) appropriate obligations of confidentiality, and
 - (ii) adequate training in the use, protection and handling of personal data;
- 2.2.4 not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the Customer and, where such consent is given, subject to the IET procuring by way of a written contract that such Sub-Processor will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this paragraph 2. The Customer reserves the right during this Agreement to request evidence from the IET to support compliance with this paragraph 2.2.4 and the IET shall provide such evidence within 3 Working Days;
- 2.2.5 at the request of the Customer, assist and co-operate with the Customer to ensure the Customer's compliance with its obligations under the Data Protection Legislation with respect to:
- (i) carrying out and/or reviewing data protection impact assessments where necessary in accordance with GDPR; and
 - (ii) implementing such technical and organisational measures to enable the Customer to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation, which shall include but not be limited to: (i) providing Personal Data and details of the Processing of Personal Data to the Customer in response to Data Subjects' exercising their rights of access; and (ii) deleting and/or rectifying Personal Data in response to a request from a Data Subject;
- 2.2.6 not Process or otherwise transfer any Personal Data to any Third Country without prior written consent from the Customer and, where such consent is given, (whether in Appendix 1 of this Schedule 1 (Data Protection) or separately), the IET shall comply with the following conditions:
- (i) provide appropriate safeguards in relation to the transfer;
 - (ii) ensure the Data Subject has enforceable rights and effective legal remedies;

- (iii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) comply with reasonable instructions notified to it in advance by the Recipient with respect to the Processing of the Personal Data.

2.2.7 notify the Customer as soon as reasonably practicable:

- (i) if it becomes aware that in following the instructions of the Customer, it shall be breaching the Data Protection Legislation;
- (ii) on receipt of notice of any complaint made to a Supervisory Authority or any finding by a Supervisory Authority in relation to its Processing of Personal Data, whether it is Personal Data being Processed under this Agreement or otherwise;
- (iii) if the IET believes it is required under Applicable Laws to Process the Personal Data other than in accordance with the Customer's instructions, in which case the IET shall provide the Customer with details of such legal obligation, unless the law prohibits such information on important grounds of public interest;

(and in any event within 3 days) of:

- (iv) a request received by the IET or a Sub-Processor from a Data Subject for access to that person's Personal Data; and
- (v) a complaint or request received by the IET or a Sub-Processor from a Data Subject relating to the Customer's obligations under the Data Protection Legislation;

and the IET shall provide the Customer with full co-operation and assistance in relation to any such complaint or request including where the complaint or request was received by the IET, a Sub-Processor or the Customer.

2.2.8 notify the Customer promptly (and in any event within 48 hours) of becoming aware of any actual, suspected or threatened Personal Data Breach of any component of the Personal Data and;

- (i) ensure that such notice includes details of the nature of the breach, including the categories and approximate number of Data Subjects and records concerned and the remediation measures being taken to mitigate and contain the breach; and
- (ii) provide prompt assistance as requested by the Customer following the notification of an actual, suspected or threatened Personal Data Breach referred to in paragraph 2.2.8.

2.2.9 in the event of a notification under paragraph 2.2.8, not notify the Data Subject or any third party unless such disclosure is required by Data Protection Legislation or other law or is otherwise approved by the Customer.

2.2.10 maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the Customer, make available all

information necessary to demonstrate the IET's compliance under Data Protection Legislation and the terms of this Agreement and shall ensure that its Sub-Processors maintain records that meet the requirements of this paragraph and make available the same.

- 2.2.11 allow for and contribute to audits, including inspections, by the Customer (or its authorised representative) in relation to the Processing of the Customer's Personal Data by the IET and its Sub-Processors to support the IET in their compliance with this paragraph and the IET shall procure contribution to such audits from its Sub-Processors as required.

- 2.3 On termination or expiry of this Agreement, the IET (or any Sub-Processor) shall, except to the extent it is required to retain a copy by law, stop Processing the Personal Data and return and/or destroy it at the request of the Customer. The IET shall, upon request from the Customer, return the Personal Data in an open machine-readable format, via a secure agreed route at no cost to the Customer and the IET shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.

Appendix to Schedule 1 (Data Protection): Particulars of data processing

Role of the parties	The Customer is the Controller; and The IET is the Processor
Duration of Processing	For the Term of the Agreement
Nature/purpose and scope of Processing	Collection, recording and storage of Customer's Personal Data for the provision of the Product(s).
Type of Personal Data	Names, email addresses, telephone numbers, accessibility requirements, dietary requirements (where applicable) Personal Data shall be Processed under the lawful bases of 'consent' and 'contract' in accordance with Article 6 of GDPR. Data considered as Special Category Data under Article 9 of GDPR will be processed under the lawful basis of 'explicit consent'.
Categories of Data Subjects	Staff members of the Customer
Countries or International Organisations Personal Data will be transferred to (where applicable)	N/A
Sub-Processors (where applicable)	N/A