

Santander Cards UK Limited

Terms and Conditions for Goods and Services



General Terms and Conditions for the Supply of Goods and Services

1. Definitions

The following definitions shall apply to these terms and conditions:

Adequate Jurisdiction means a jurisdiction outside the European Economic Area that has been determined to have in place adequate data protection laws, pursuant to a valid Decision Notice issued by the European Commission;

Affiliate means in relation to the Customer, any subsidiary, subsidiary undertaking and holding company of Customer (as those terms are defined in sections 1159 and 1162 of the Companies Act 2006), any subsidiary and subsidiary undertaking of such holding company. A company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1) (b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee, and shall include a body corporate outside the UK. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

Contract means the contract between the Customer and You comprising: (i) these terms and conditions; (ii) any agreements in writing, outside of these terms and conditions, signed by the Customer and You relating to the Goods and/or Services You are providing ("**Specific Terms**") (iii) any Purchase Order(s); and (iv) any other documents specified in a Purchase Order. If there is any inconsistency between documents comprising the Contract, they shall take precedence in the order listed above.

Customer means Santander and/or any subsidiary, affiliate or holding company of Santander and/or any subsidiary of a holding company of Santander as specified in a Purchase Order or required from the context;

Customer Materials means any and all documents, samples, drawings, designs, plans and any other materials, information or data (a) provided by the Customer to You for the purpose of the Contract or (b) obtained or developed by you in connection with the Contract;

Data Protection Laws shall mean the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC (and all applicable Laws which replace the above, including the General Data Protection Regulation), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all applicable laws which replace it, including the e- Privacy Regulation) and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (or the data protection authority which replaces it).

Any reference in these terms and conditions to "**data controller**", "**data processor**", "**data subjects**", "**personal data**", "**process**", "**processed**", "**processing**" and "**supervisor authority**" shall have the meaning set out in, and will be interpreted in accordance with:

- (a) in respect of processing undertaken on or before 24 May 2018, the Data Protection Act 1998;
- (b) in respect of processing undertaken on or after 25 May 2018, the General Data Protection Regulation (EU) 2016/679; and

- (c) in respect of processing undertaken on or after the date on which legislation comes into force that, in respect of the United Kingdom, replaces the General Data Protection Regulation (EU) 2016/679, that legislation.

Day means a Day in London and **Working Day** means Monday to Friday inclusive excluding any English bank or public holiday;

Deliverables means any output created, developed, written or prepared by You on whatever media for the purposes of or in connection with any Services including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto;

Goods means any goods specified in a Purchase Order or Specific Terms including any instructions or handbooks and Deliverables;

Personal Data means personal data (as defined under the definition of "Data Protection Laws") processed by You pursuant to these terms and conditions, including such categories of personal data that are agreed in writing between us from time to time¹;

Purchase Order means a written purchase order issued by the Customer to purchase Goods and/or Services from You;

Santander means Santander UK plc;

Services means any services specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms;

Service Levels means any service levels specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms; and

Standard Contractual Clauses means the EU standard contractual clauses for Data Controllers established in third countries pursuant to European Commission Decision (2004/915/EC) under the EU Directive (95/46/EC).

You/Your means the person, firm or company to whom the Purchase Order is issued.

2. Conditions Applicable

- 2.1 The Contract governs the purchase of Goods and Services to the exclusion of all other terms or conditions. No additional or alternative terms submitted by or referred to by You including but not limited to any contained in Your quotation, acknowledgement or acceptance of the Purchase Order will form part of the Contract unless agreed otherwise in writing by the Customer.
- 2.2 Each Purchase Order shall be deemed to be an offer to buy Goods and/or Services from You subject to terms of the Contract. Save where the mode of acceptance is expressed in the Purchase Order, the Purchase Order shall be accepted by You either by expressly giving notice of acceptance to the Customer or impliedly by fulfilling the Purchase Order (in whole or in part) or otherwise acting in a manner which suggests Your agreement to supply the Goods and/or Services to the Customer, whichever is the earlier. The Customer shall be entitled to withdraw any Purchase Order at any time before it is accepted by You.

3. Your Obligations

- 3.1 In addition to any statutory implied terms in favour of the Customer, You agree that the Goods and/or Services (as appropriate):

¹ The General Data Protection Regulation requires that the relevant categories of Personal Data be set out in writing between the data controller and data processor.

Terms and Conditions for Goods and Services, Version 17.2, Dated October 2017

- (a) will be of satisfactory quality and fit for the purpose held out by You or which the Customer has made known to You at or prior to the time a Purchase Order is placed or otherwise where agreed between the parties;
- (b) will be free from defects including in design, materials and workmanship and will conform with the Contract and any standards, specification or sample provided to You by the Customer;
- (c) will comply with all applicable legal and regulatory requirements, British Standards regulations and codes of practice including, without limitation, those relating to the manufacture, packaging, delivery and sale or supply of Goods;
- (d) will be performed using all reasonable skill and care by competent persons having all necessary expertise and experience;
- (e) will be provided with relevant manuals or instructions and, where required, appropriate installation and training will be provided by You without extra cost, unless agreed otherwise in writing prior to Contract; and
- (f) will include any appropriate licence permission and/or waiver of rights to use any connected intellectual property rights in relation to them which, unless otherwise agreed in writing, shall be on a royalty-free, perpetual, worldwide and irrevocable basis.
- 3.2 You shall, without cost to the Customer and without delay repair or replace Goods which are or become defective within eighteen (18) months of delivery or twelve (12) months after putting into service, (whichever is the shorter), where defects have arisen through proper usage or are due to faulty or inadequate design, materials or workmanship or arise from Your erroneous or inadequate instructions as to use or which arise from any breach of Your obligations under this Contract. You shall be responsible for all transport costs, and costs of dismantling, removal and re-installation. Replacement Goods shall be subject to further warranty periods as above. If You fail to repair or replace defective Goods within a reasonable time the Customer shall have the right to have the repair or replacement undertaken by third parties and to recover the full cost of repair from You.
- 3.3 You warrant, represent and undertake that:
- (a) You will comply and ensure that all Your employees, contractors and agents comply with the Bribery Act 2010; and
- (b) without limitation to the provisions of Clause 3.3(a), You and Your contractors and agents shall have and shall maintain in place throughout the term of these terms and conditions "**Adequate Procedures**" as determined in accordance with Bribery Act 2010 and any guidance issued pursuant to the Bribery Act 2010.
- #### 4. Supply of Goods and Services
- 4.1 Goods shall be delivered and Services shall be provided during usual business hours at the date and place specified in the relevant Purchase Order. Time of delivery shall be of the essence. If no date is specified delivery or provision of Services shall take place within twenty-eight (28) Days of the date of the Purchase Order. You shall notify the Customer in writing, immediately in the event of any anticipated delay.
- 4.2 If Goods and/or Services are not supplied in accordance with the Contract the Customer has the right to either: (i) reject such Goods and/or Services and request that they be re-supplied; or (ii) cancel all or any part of the Contract.
- 4.3 Unless otherwise provided in a Purchase Order Goods shall be delivered at no extra cost to the Customer. Delivery shall include unloading.
- 4.4 You shall provide a delivery note with each delivery detailing Goods delivered, Purchase Order number and date and delivery date, time and address. On delivery You must obtain a signed receipt from the Customer. The Customer's count of the number of Goods delivered shall prevail.
- 4.5 Where the Customer has agreed to accept delivery by instalments, it shall be entitled to reject all instalments in the event of non-performance in respect of any instalment. Notwithstanding the foregoing, the Customer shall be entitled to treat each instalment as a separate contract and to accept one but not others.
- 4.6 You shall provide the Services in accordance with any applicable Service Levels.
- #### 5. Title and Risk
- 5.1 Risk in the Goods shall pass to the Customer on delivery. Risk in any Goods rejected by the Customer shall revert to You immediately upon notice of rejection being served.
- 5.2 Without prejudice to the Customer's right to reject Goods, title in the Goods shall pass to the Customer upon delivery, unless payment for the Goods is made prior to delivery in which case it shall pass to the Customer on payment.
- #### 6. Terms of Payment
- 6.1 The price of the Goods or Services shall be specified in the Purchase Order. The price shall be no more than price stated in Your last catalogue provided to the Customer, the last price quoted to the Customer or any agreed Specific Terms. Unless otherwise agreed the price stated shall be inclusive of all other charges including packaging and delivery and exclusive of VAT. On receipt of a Purchase Order You shall notify the Customer immediately of any errors or omissions in the price.
- 6.2 Unless otherwise agreed, a separate invoice will be rendered against each Purchase Order and must quote the relevant Purchase Order number.
- 6.3 All invoices relating to this Contract shall be sent to:
- The Santander entity specified in the Purchase Order at:
Box: Santander 7700
11, Caxton Hill
Hertford
Hertfordshire
SG13 7NE
- containing such detail and with such supporting documents as Customer may reasonably require from time to time. You must accurately quote the PO on all invoices. Any invoices which You submit with a missing or incorrect PO will be returned to You unpaid.
- 6.4 The Customer shall pay properly rendered, valid and undisputed invoices (i.e. one that is not subject to a bona fide dispute) within thirty (30) Working Days of receipt of such invoices.
- 6.5 The Customer shall be entitled to set off any sums due from You to the Customer, whether arising from this Contract or otherwise, against any sums due from the Customer to You under the Contract.
- 6.6 Nothing shall oblige the Customer to accept or pay for Goods delivered in excess of or less than the Goods covered by a Purchase Order.
- 6.7 You shall provide a single bank account for payments by Customer and its Affiliates under this or any other contract.
- 6.8 You shall accept responsibility for accurately calculating and invoicing the price. Corrections of invoices that would result in additional payments by Customer will only be accepted by Customer within six months after issue of the original invoice.
- #### 7. Inspection and Acceptance
- 7.1 The Customer shall not be deemed to have accepted any Goods until it has inspected and tested the Goods after delivery. Inspection and/or testing shall take place within a reasonable time of delivery.

Terms and Conditions for Goods and Services, Version 17.2, Dated October 2017

7.2 Where any Goods do not comply with the Contract or are defective, without prejudice to any other rights the Customer may have, the Customer shall have the right to:

- (a) require You, at Your own expense, to promptly perform such work to render the Goods acceptable or replace the Goods with goods that conform with the Contract whilst maintaining the agreed delivery schedule; or
- (b) if repair or replacement is not complete within a reasonable time, reject such Goods and terminate the Purchase Order in whole or in part and buy Goods elsewhere.

7.3 You shall be liable for, and where necessary reimburse the Customer for, expenses which the Customer has incurred in inspecting and/or acceptance testing Goods which are subsequently rejected, the cost of returning such Goods to You and any other costs in connection with the rejected Goods.

7.4 In the event of rejection You shall promptly repay to the Customer any sums already paid to You in respect of such rejected Goods.

8. Variations

8.1 The Customer shall have the right at any time, by notice in writing, to add to, omit or otherwise vary Purchase Orders and You shall use Your best endeavours to carry out such variations as if they had been originally stated in such Purchase Orders.

8.2 On receipt of a notice of variation in accordance with Clause 8.1 You shall notify the Customer in writing, without delay: (i) of any consequential adjustment in the price of the Goods or Services (price adjustments must be in accordance with the pricing submitted in Your original tender or catalogue); and/or (ii) if variation of the Contract would or is likely to prevent You from fulfilling any of Your obligations under the Contract.

8.3 On receipt of notice from You in accordance with clause 8.2 the Customer shall notify You, in writing whether or not to continue with the variation. Until the Customer confirms the variation the Contract shall continue as if the instruction to vary had not been given.

9. Intellectual Property Rights

9.1 Unless the Purchase Order or any Specific Terms provides otherwise, in respect of intellectual property rights (including, without limitation, copyright and database rights) existing or arising in respect of the Contract ("IPR"):

- (a) Your pre-existing IPR and Your skills, methodology or know-how and any IPR which has not specifically been commissioned by the Customer shall remain vested in You, but without prejudice to any licence granted under clause 3.1(f); and
- (b) any IPR created at the specific commission of the Customer (including artwork, designs and text) shall vest in the Customer and You hereby assign such IPR to the Customer with full title guarantee. You shall ensure that IPR created by Your agents or sub-contractors vests in the Customer and shall do such things as may be needed to effectively vest IPR with the Customer.

9.2 You warrant that the Goods will (so far as they do not comprise Customer Materials) be original works of authorship and the use of Goods will not subject the Customer to any third party claims.

9.3 You shall indemnify the Customer against any and all claims, liability, loss, damages, costs (including reasonable legal cost) and expenses which the Customer may incur arising from any claim by a third party that the use of the Services, Goods or any other article provided or created by You infringes a third party's IPR, provided such use was in accordance with the terms of the Contract. If such claim arises, without prejudice to any other rights or remedies the Customer may have, the Customer may either (a) terminate the Contract or (b) require Your at Your choice but Your own expense to (i) obtain a licence for the Customer to continue use or enjoyment of the relevant articles, Goods or Services; or (ii) replace the Goods or Services in respect of which such claim is made with goods of equivalent quality and functionality.

10. Assignment and Sub-contracting

10.1 You shall not transfer or assign the whole or any part of the Contract.

10.2 You shall not sub-contract all or any part of Your obligations under the Contract without the Customer's prior written consent which the Customer can withhold in its entire discretion. The restriction in this clause shall not apply to Your sub-contractors named in the Contract or who provide minor parts.

10.3 You shall not by virtue of entering into any sub-contract avoid liability to the Customer for breach of Your obligations under the Contract or otherwise arising from any acts or defaults of Your agents and/or sub-contractors for which You would otherwise be liable.

11. Customer Materials

Any Customer Materials shall, without limitation, be and remain the property of the Customer or its You whether or not changed or developed by You and no assignment or licence of any Customer Materials is afforded to You. You shall keep at Your own risk and maintain the Customer Materials in good order. You agree that any Customer Materials You receive from the Customer or have collected on the Customer's behalf shall only be used in connection with the performance of this Contract and shall be returned to the Customer immediately on request or on termination or expiry of the Contract without retaining any copies.

12. Indemnity

You shall indemnify the Customer in respect of any liability, loss, damages, costs (including reasonable legal costs) and expenses incurred by the Customer arising from defective workmanship, quality or materials or Your breach of the warranties or obligations in this Contract or by the reason of any misrepresentation, or negligent or tortious act or default by You, Your employees, agents or sub-contractors.

13. Non Solicitation

During performance of the Contract and for 6 months thereafter, You shall not employ or solicit for employment any member of the Customer's managerial, technical or specialist personnel with whom You have dealt with and who is an employee of the Customer at the time of solicitation.

14. Termination / Cancellation

14.1 The Customer may by notice in writing immediately terminate the Contract or any agreement to supply Goods or Services made pursuant to a Contract at any time if:

- (a) You are unable to perform Your obligations under the Contract or if You commit a material breach of Your obligations and, where such breach is remediable, fail to remedy such breach within five (5) Working Days of receipt of notice requiring You to do so;
- (b) You cease or threaten to cease to trade or are unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or You enter into liquidation, or a resolution is passed to wind You up or an administration order is made against You;
- (c) You suffer a change of Control ("**Control**" shall bear the meaning attributed to it by Section 450 of the Corporation Tax Act 2010 (as from time to time amended) and "**Controlling**" shall be construed accordingly); or
- (d) You breach either Clauses 3.3(a) or 3.3(b).

14.2 On termination or expiry of the Contract for any reason if any part of the price has been paid by the Customer in advance and Goods and/or Services have not been delivered at the date of termination or expiry of the Contract (howsoever caused) any such advance payment shall be refunded to the Customer forthwith unless the Customer agrees to accept delivery after termination or expiry.

Terms and Conditions for Goods and Services, Version 17.2, Dated October 2017

- 14.3 Expiry or termination of the Contract shall be without prejudice to any rights or remedies either party may be entitled to hereunder or at law.
- 14.4 The Customer may, on providing You with at least 15 days written notice, amend or cancel a Purchase Order. If a Purchase Order is amended or cancelled, the Customer's liability to You shall be limited to the payment of all costs reasonably and properly incurred by You (as evidenced in writing) in respect of and up to and including the date of cancellation or amendment of the Purchase Order.

15. Confidentiality

- 15.1 You agree to keep confidential any and all information disclosed by or on behalf of the Customer or otherwise obtained by you in connection with the Contract including, without limitation, information relating to the Customer's products, services, customers, operations, processes, plans or intentions, know-how, intellectual property, market opportunities and business affairs whether in writing orally or by any other means and whether directly or indirectly ("**Confidential Information**").

- 15.2 You further undertake:

- (a) not to disclose the Confidential Information in whole or in part to any other person without the Customer's prior written consent;
- (b) to use the Confidential Information solely as required for the performance of Your obligations under the Contract and not for Your own benefit or the benefit of any third party;
- (c) to make every effort to prevent the use or disclosure of the Confidential Information other than in accordance with the Contract;
- (d) to ensure that Your employees and any other persons to whom you disclose Confidential in agreement with the Customer comply with the obligations set out in this clause 16.

- 15.3 The provisions of Clause 15.2 above shall not apply to the extent that:

- (a) You can demonstrate that the relevant Confidential Information was lawfully in Your possession prior to its disclosure by the Customer or was disclosed to it afterwards by a third party which is not under a duty of confidentiality in relation to the relevant Confidential Information;
- (b) the Confidential Information is in the public domain other than as a result of a breach of this Clause by You or Your employees, agents or sub-contractors;
- (c) the Confidential Information is required to be disclosed by You under any applicable laws or regulations, by or for the purpose of any proceedings of any court or governmental, administrative or regulatory authority competent to require any such disclosure or under the rules of any generally recognised stock exchange, provided that You promptly informs the Customer and co-operates in taking any steps available to minimise the disclosure.

- 15.4 You shall not use any trademark or trade name of the Customer (the "**Customer Trademarks**") or refer to the Customer or this Contract for any purpose without obtaining the Customer's prior written approval, which the Customer can withhold in its entire discretion.

For the avoidance of doubt, where such work is commissioned on behalf of the Customer, limited permission may be provided in order to adhere to the provisions of the Purchase Order; this however does not constitute or imply a further licence upon You and no such use of the Customer Trademarks is permitted beyond the scope outlined in the Purchase Order and is subject to clause 9.1(a)

16 Data Protection Requirements

For the purposes of Services provided by You under these terms and conditions, the Customer authorises You to process the Personal Data

on its behalf and the parties agree that the Customer (and/or the relevant Customer Affiliate) is the data controller and You shall be the data processor in relation to the Personal Data, and when acting in its capacity as a data processor, the Consultant shall (and will ensure that all authorised Sub-processors shall) at all times, process Personal Data in accordance with its obligations under the Data Protection Laws and:

- a) process Personal Data only to the extent necessary to provide the Services and only in accordance with documented instructions from Customer (including with regard to transfers to a third country or an international organisation). This section shall apply unless You are required to process Personal Data otherwise than as instructed, in accordance with European Union or Member State law to which You are subject; in such a case, You shall inform the Customer of that legal requirement before processing, unless that law also prohibits such information on important grounds of public interest;

- b) immediately inform the Customer if, in its reasonable opinion, an instruction received in connection with this clause 16 infringes any Data Protection Laws;

- c) ensure that persons authorized to process the Personal Data accesses such Personal Data strictly on a need to know basis as necessary to perform their roles in the provision of the Services, have received training in relation to their obligations regarding the handling of Personal Data, pursuant to these terms and conditions and the Data Protection Laws, and have committed themselves to confidentiality obligations no less stringent than the confidentiality obligations imposed on You under these terms and conditions or are under an appropriate statutory obligation of confidentiality;

- d) subject to clauses 16 (e) and (f), not use subcontractors for Personal Data processing ("**Sub-processors**") under these terms and conditions unless it has obtained the prior, written permission from Customer to do so and provided at all times that You have entered into a written contract with such Sub-processor, which includes the same obligations on the Sub-processor as those imposed on You by the Customer under these terms and conditions;

- e) subject to clauses 16 (d) and (f), not process Personal Data (and shall not permit any third party to process Personal Data) outside of the European Economic Area ("**EEA**") without having first obtained Customer's prior written consent, which may be given at the discretion of the Customer and only provided that either:

- I. Standard Contractual Clauses are entered into between the Customer (or relevant Customer Affiliate) as 'data exporter' and the relevant recipient of the Personal Data as 'data importer'; or

- II. the transfer is to a recipient located within an Adequate Jurisdiction (subject to any applicable restrictions);

In the event that any of the above transfer mechanisms utilized between You and Customer for the purposes of these terms and conditions should be held to be invalid, You shall (at the discretion of the Customer), either put in place such alternative valid adequate transfer mechanisms as approved by the Customer or cease the transfer of affected Personal Data;

- f) where permitted to use Sub-processors and/or (respectively) transfer Personal Data outside the EEA under the preceding subsections (d) and/or (e), You will maintain a record (as set out in subsection (h) below) of the relevant Sub-processors and/or (respectively) countries and entities to which Personal data has been transferred. Further, You shall remain fully liable for any act(s) and/or omission(s) of any Sub-processors engaged pursuant to these terms and conditions that constitute breach of the data protection requirements imposed on You under these terms and conditions as if these acts and/or omissions were Provider's own acts and/or omissions;

g) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed in accordance with the Data Protection Laws, including as a minimum the measures required pursuant to these terms and conditions and, as appropriate;

i. the pseudonymisation and encryption of personal data;

ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

iii. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;

h) maintain a written record, including in electronic form (the "Data Record"), of all categories of processing activities carried out on behalf of the Customer and promptly upon request provide a copy of the Data Record to the Customer, which shall contain the following details:

i. the name and the contact details of You and (where applicable) its sub-processors acting on its behalf and details of their respective data protection officer;

ii. the categories of personal data, data subjects and processing activities carried out on behalf of the Customer;

iii. where applicable, transfers of personal data to a third country (i.e. non EU Member State) or an international organisation, including identification of that third country or international organisation and documentation evidencing implementation of suitable safeguards; and

iv. a general description of the technical and organisational security measures referred to Article 32(1) of the GDPR;

allow its and (where applicable) its Sub-processors' data processing facilities, procedures and documentation to be submitted for scrutiny by the Customer (including by its Information Security Risk department and auditors or other representatives) in order to ascertain compliance with the Data Protection Laws and the provisions of these terms and conditions and You shall provide, upon request from the Customer or a supervisory authority, all reasonable cooperation and assistance to Customer in order to facilitate the Customer in complying with its obligations under Data Protection Laws and/or for the purposes of cooperating/liasing with the relevant supervisory authority or authorities;

i) notify the Customer without undue delay (and in any event, not later than 24 hours) after becoming aware of a reasonably suspected, "near miss" or actual breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by You (or any Sub-processor) under these terms and conditions (a "Data Security Incident"), including the nature of the Data Security Incident, the categories and approximate number of data subjects and Personal Data records concerned and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects, and where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but You (and Sub-processor, as applicable) may not delay notification under this clause 16.5 (j) on the basis that an investigation is incomplete or ongoing;

j) will not, and will procure that Sub-processors will not, make or permit any announcement in respect of the Data Security Incident to any person without the Customer's prior written consent, which may be given, withheld or made subject to conditions at the Customer's sole discretion;

k) provide, upon request from the Customer or a supervisory authority, with all reasonable cooperation and assistance to Customer in order to facilitate the Customer in complying with its obligations under Data Protection Laws and/or for the purposes of cooperating / liaising with the supervisory authorities;

l) provide reasonable assistance to the Customer in:

i. responding to requests for exercising data subjects' rights under the Data Protection Laws, including by notifying the Customer without delay of any such request You may receive from a data subject in respect of the processing of their Personal Data

ii. responding to communications received from regulators or supervisory authorities (including the Information Commissioner's Office) in respect of the processing of Personal Data under these terms and conditions, including by notifying the Customer without delay of any such communication You may receive from a regulator, unless You are prohibited from notifying the Customer pursuant to applicable laws;

iii. documenting any Data Security Incidents and reporting any Data Security Incidents to any regulator or supervisory authority and/or data subjects;

iv. taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects;

v. conducting data privacy impact assessments of any Processing operations and consulting with any applicable regulator or supervisory authority or appropriate persons, accordingly; and

vi. promptly upon request of the Customer, transferring Personal Data to a third party in compliance with a request from a Data Subject to exercise their right to data portability; and

vii. make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 16, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

16.5 Subject to clause 16.9, following a request from the Customer, You shall (at the Customer's discretion) promptly return or delete (or destroy) all Personal Data held by You (or any Sub-processor) and certify (within 14 days of such request) that this clause 16.7 has been complied with.

16.6 Where no specific request has been placed by the Customer under clause 16.7 above and subject to clause 16.9, within a period of six (6) months following termination of these terms and conditions, You will (and will ensure that all Sub-processors will) securely delete or destroy all copies of Personal Data held by You (or any Sub-processor), provided that it gives at least 30 days' notice to the Customer of when such deletion or destruction is to occur, giving the Customer opportunity to object or provide alternative instructions in accordance with clause 16.7.

16.7 Where You (or any Sub-processor) is required to retain Personal Data in order to comply with applicable laws, You must notify the Customer and shall retain such Personal Data only in its capacity as a data controller and shall comply with its obligations as a data controller pursuant to the Data Protection Laws.

Terms and Conditions for Goods and Services, Version 17.2, Dated October 2017

- 16.8 You will indemnify Customer and/or any of its Affiliate(s) for all loss, damages, liabilities, costs and expenses (including reasonable legal costs, fines and claims for damages) incurred by Customer and/or the its Affiliate(s) as a consequence of Your breach of its obligations set out in this clause 16.
- 16.11 You agree to provide the Services in accordance with any applicable information security requirements notified by Customer to you in writing from time to time.
- 16.12 The parties shall keep the terms and the subject matter of this Contract, and the negotiations relating to this Contract, confidential and shall not disclose it to a third party, other than to such persons as will of necessity acquire it as a consequence of that party's obligations under this Contract.

17. General

- 17.1 You shall ensure that when any of Your obligations are performed on the Customer's premises You and your employees, contractors and agents comply with all health and safety, security and other requirements and/or policies notified to You.
- 17.2 Any notice under or in connection with this Contract must be in writing and delivered by hand or first class post to the person at the address of the other party as notified to the other in writing from time to time.
- 17.3 No waiver by the Customer of any breach of this Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 17.4 Any variation to these terms and conditions shall not be valid unless in writing and signed by both parties.
- 17.5 Any dispute arising between the parties in connection with this Contract which cannot be resolved by the parties within thirty (30) Days of notice of the dispute being served by one party on the other shall first be referred to mediation. If the parties are unable to agree a procedure or any aspect of a procedure, they shall seek assistance from the Centre for Dispute Resolution in London. Unless otherwise agreed, the parties shall share equally the costs of mediation.
- 17.6 Nothing in the Contract shall be construed as creating any partnership or joint venture between the parties. Neither party shall have authority to act on behalf of or represent the other in any way or be deemed to be an agent of the other or have power to enter into any transaction on behalf of or otherwise bind the other in any way.
- 17.7 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, voidable or unenforceable the offending terms shall be amended or severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
- 17.8 The parties do not intend any term of this Contract to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not named in a Purchase Order.
- 17.9 This Contract (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract, its termination or its formation) shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

