In the Contract:

“Application Form” means the application form provided by the Client accepting the Services set out in the Quotation. Until the Client has provided an application form, a Contract shall not be deemed to have been formed.

“Authorised User” means an individual whom the Client has authorised to access the Systems with any authorisation (to personnel, records and Premises) required to enable the Client to operate the Systems and to whom a password has been issued for such purpose.

“Chargeable Days” means any day which Alcumus has worked (including a Saturday or a Sunday) in relation to the provision of the Services charged at the prevailing day rate (which for the avoidance of doubt includes a Saturday or a Sunday) and includes Bank Holidays.

“Charges” means the charges for the Services (including Chargeable Days rates) as set out in the Quotation or Application Form, including without limitation fees, expenses and other costs.

“Client” means the party who purchases or agrees to purchase the Services identified in the Application Form.

“Commencement Date” means as set out in clause 1.5.

“Confidential Information” means the case of any other party all information (in any media) of a confidential nature disclosed by that party’s employees, agents, contractors or others involved in providing the Services, that contains any data which is legally protected under any applicable data protection law.

“Contract” means the contract between Alcumus and the Client for the provision of the Services comprising these Conditions, the Quotation, Application Form, Rules of Registration and any Special Conditions.

“Correspondence” means meetings, presentations, specifications, technical know-how, plans, reports, models, communication, models, presentation materials, brochures, guides, course notes, training materials promotional materials, etc. of Alcumus.

“Group” means in relation to a company, any company, subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

“Initial Term” means the initial certification term of three (3) years.

“IP” means any patents, patent applications, trade marks, trademarks or brand names (in each case, whether or not registered), trade mark applications, know-how, design rights registered or unregistered (including registered design applications), confidential information, copyright, database rights and other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.

“Personal Data” means personal data as defined in section 1 of the DPA.

“Purchase Order” means the order placed by the Client setting out its request for Services (if any).

“Quotation” means the offer for the Services to be provided by Alcumus to the Client.

“Rules of Registration” means the Rules of Registration to supply certification Services which are designed to ensure the Systems are compliant with the “GDPR” for the Initial Term. The Client shall procure a copy of the Quotation and the Rules of Registration on the date that the Client’s application for registration is accepted by Alcumus, the terms of which shall be read with these Conditions, and the publication of Alcumus’s “Services” means the services as set out in the Quotation including the provision of any of the Systems as applicable.

“Systems” means any special conditions quoted by Alcumus from the Client to time from time.

“Working Days” means Monday to Friday (inclusive) excluding Bank Holidays and other days when the Services are not provided.

1.2 Wherever in the Contract provision is made for a communication to be written or “in writing” this includes email.

1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

1.4 The Quotation constitutes an offer by Alcumus to the Client to provide Services in accordance with these Conditions.

1.5 The Quotation shall only be deemed accepted when Alcumus receives the completed Application Form and Confirmation. The Quotation shall come into existence (“Commencement Date”). For the avoidance of doubt, Alcumus shall not commence Services until the Client has accepted the Quotation.

1.6 Any Quotation given by Alcumus is only valid for a period of 90 days from its date of issue (unless otherwise agreed by Alcumus and/or stated on the Quotation), and Alcumus shall be entitled to withdraw the Quotation if it is not accepted by the Client within this period.

1.7 These Conditions shall apply to be incorporated in the Contract and shall in substitution for any omissions or agreements contained herein, but not more than in the Quotation, or such other conditions contained in the Quotation and in the event of any conflict between any terms contained in the Quotation, Special Conditions, Application Form, Rules of Registration and these Conditions, the following order of precedence shall apply in the event of any inconsistency only:

1.7.1 the Rules of Registration;
1.7.2 the Special Conditions;
1.7.3 the Quotation;
1.7.4 these Conditions; and
1.7.5 the Application Form.

2 SERVICES

2.1 During the Term, Alcumus shall supply the Services to the Client using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of similar services to the Services.

2.2 Alcumus shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and Alcumus shall notify the Client of the relevant changes and any consequent changes to the Charges if the Client fails to pay Alcumus for any change in price within 14 days of notification.

2.3 Subject to the termination provisions in clause 11.1, and provided that the certification is maintained in accordance with the Rules of Registration, all certification provided under the Services shall be valid for the Initial Term.

2.4 Subject to clause 2.3, if the Client continues to book its surveillance Audits for a date outside of the Initial Term and where such certification has expired but a subsequent certification has not been issued, renewal of charges for the renewal of certification shall be payable on any such renewal at such rates as notified by Alcumus to the Client upon a minimum of eight (8) weeks’ notice.

3 PAYMENT

3.1 The Charges for the Services shall be those agreed and set out in the Quotation and any additional changes contained in the Rules of Registration. The Client shall pay the Charges specified in any invoice. If the Client fails to pay any Charges then Alcumus reserves the right to terminate the Contract and for such purpose Alcumus and/or its agents and/or representatives shall be entitled at any time and without notice to the Client to cease providing the Services upon any such failure to keep or reasonably believed so to be in order to effect or ensure the disabling of access to the Systems.

4 DATA PROTECTION

4.1 In this clause 6:

6.1.1 ‘personal data’, ‘data controller’, ‘data processor’, ‘data subject’ and ‘process’ or ‘processing’ each as defined in the Data Protection Act 1998 as read in accordance with the Data Protection Act 2018 as defined by the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2002, Regulation (EU) 2016/679 on the protection of personal data with regard to the processing of personal data and on the free movement of such data, and any other enactment, statutory instrument or related implementation.

6.1.2 A Client shall ensure any notice provided to the Client in respect of any rights under this clause shall be in accordance with the Rules of Registration, the Privacy and Electronic Communications (EC Directive) Regulations 2002, Regulation (EU) 2016/679 and the Privacy and Electronic Communications (Protection of Personal Data) Order 2011 (the “GDPR”), together with any other laws, regulations or other statutory
6.2. The Client agrees that with respect to the parties' rights and obligations under this Agreement and with respect to any Client Personal Data, the Client is the data controller and Alcumus is the data processor and that, in circumstances where Alcumus processes personal data on behalf of the Client (including any personal data in connection with the processing of the Services or otherwise), the Client shall be responsible for the accuracy and completeness of such data and shall take all appropriate measures to ensure that the data is accurate and up to date, and that any personal data which the Client processes as part of its obligations to the Client is processed in accordance with the requirements of this clause 6. The parties have agreed that the description of the processing referred to in this clause 6 is set out in Schedule 1.

6.3 Alcumus shall:

6.3.1 not process any Client Personal Data for the purposes of providing the Services and in accordance with clause 6.3.1 only if required to do so by law, in which case Alcumus shall inform the Client of the relevant legal requirement before processing (unless that legal requirement prevents Alcumus from informing the Client on the grounds of public interest);

6.3.2 ensure that access to the Client Personal Data is strictly limited to persons who need access to it as strictly necessary to perform the Services and that all such persons are informed of the confidential nature of the Client Personal Data and are required to keep such data confidential;

6.3.3 keep appropriate records of all processing activity carried out by Alcumus in respect of the Client's Personal Data;

6.3.4 implement appropriate technical and organisational measures to protect the Client Personal Data (ensuring in each case a level of security appropriate to the risk)

6.3.5 not transfer the Client Personal Data to countries outside the European Economic Area ("EEA") without the Client's prior written authorisation;

6.3.6 assist the Client in meeting the Client's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;

6.3.7 assist the Client in meeting the Client's obligations under the Data Protection Laws with respect to data security, breach notification, data protection impact assessments and further consultation with or notification to a competent data protection supervisory authority;

6.3.8 not permit any processing of the Client Personal Data by any agent, sub-contractor or any other party ("sub-contractor") without the Client's prior written authorisation of the Client in each case, and shall ensure in each case that prior to the sub-contractor processing any Client Personal Data, terms equivalent to this clause 6 are included in any written contract between Alcumus and any such subcontractor engaged in the processing of Client Personal Data;

6.3.9 not sub-contract or outsource any part of the processing of Client Personal Data or any deliverables resulting from the Services without the prior written consent of the Client; and

6.3.10 keep in strict confidence the Client's trade secrets and other confidential information provided to it in connection with this Agreement;

6.4 Without prejudice to clauses 6.3.2, 6.3.3, 6.3.4 and 6.3.5, a breach of any of the obligations of this Agreement acts as a breach (as required by clause 6.3.9) for the appointment of the sub-processors set out in Schedule 1.

6.5 The Client is solely responsible for establishing the lawful basis for the processing of Client Personal Data by Alcumus under this Agreement, including where applicable the obtaining of all necessary consents from the individuals concerned, and shall notify Alcumus on request of the applicable legal basis for any processing of Client Personal Data which is required to be performed.

6.6 Subject to clauses 8.1 and 8.2 Alcumus shall indemnify and keep indemnified the Client in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Alcumus or for which Alcumus may become liable arising out of or in connection with any breach of this clause 6 by Alcumus.

6.7 The Client shall indemnify and keep indemnified Alcumus in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Alcumus or for which Alcumus may become liable arising out of or in connection with any breach of this clause 6 by the Client.

7. INTELLECTUAL PROPERTY

7.1 Alcumus owns all rights relating to the Services and in any and all Documents, the Systems, any other systems, methods, material and items created by or on behalf of Alcumus whether specifically for the purposes of the Contract or otherwise.

7.2 If a third party has a patent, copyright or other intellectual property right in any software, system or instrument, Alcumus shall comply, and shall ensure that each of its subcontractors, agents and employees shall comply, with all terms of licence or warranty granted by the relevant party.

7.3 The Client hereby acknowledges that Alcumus shall have no liability to any misuse or by reason of any loss of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared) or any damages suffered or incurred by the Client or for which the Client may become liable arising out of or in connection with any breach of this clause 6 by Alcumus.

7.4 LIMITATION OF LIABILITY AND REMEDIES

8.1 Subject to clause 8.2, Alcumus' maximum total liability to the Client for any breach or failure to perform or arising out of or in connection with the Contract shall not exceed the sum which is the lesser of one million pounds (£1,000,000) or twice the total value of the Charges paid or payable to Alcumus for the Services in the year during which the claim arose or in the first year of trading.

8.2 Subject to clause 8.1, Alcumus shall not in any circumstances have any liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any direct loss or damage of any kind suffered or incurred by the Client or its directors, officers, employees or agents, including loss or damage caused by or resulting from or in connection with the Services, Alcumus' negligence or breach of this Agreement or the Services, and any consequential loss or damage, or any losses, costs, fines or damages suffered or incurred by the Client.

8.3 Nothing in the Agreement seeks to exclude or limit any liability of Alcumus for death or personal injury caused by Alcumus' negligence (whether in contract, tort or otherwise).

8.4 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 8.1 and 8.2 are fair and reasonable, reflected in the level of the Charges and the insurance cover carried by Alcumus and are just and equitable having full regard to the extent of Alcumus' responsibility or any loss or damage suffered.

8.5 Save as required by law and without prejudice to any terms of the Contract, Alcumus disclaims and the Client waives all other warranties, express or implied, with respect to the Services, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose, non-infringement of third party rights or merchantability.

8.6 Save as required by law, the Client's exclusive remedy for any failure or defect in the performance of the Services or otherwise shall be the giving of a written notice of such failure or defect and, subject to clause 8.1, Alcumus' failure or defect to perform the Services and any consequential or indirect losses which are suffered as a result of the failure or defect, in either case the exclusive remedy shall be a full or partial credit of sums paid for the defective Service (or, if the other provisions of this clause 8).

9 CONFIDENTIAL INFORMATION

9.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and not in any event to use it to only for the purposes of this Agreement and shall not disclose it or make it available to any third party or use it, other than (for the purposes of this clause 9) or to the extent that disclosure of information is generally available to the public or to the extent that disclosure of information is required to be made by law.

9.2 Each party agrees that the obligation in clause 9.1 shall continue in force without limitation in point of time of the termination of the Contract (including by reason of the failure of either party to comply with its obligations under this Agreement or the Services), and that each party shall, as far as is reasonably practicable, ensure that the other party and any employee, agent or representative of either party to whom confidential information is disclosed is bound by an obligation of confidentiality and to keep the confidential information confidential.

10.1 Each party may terminate the Contract or part thereof by giving the other party with thirty (30) days' written notice.

10.2 Without prejudice to clause 10.1 above, the Client gives the right to charge the Client a cancellation fee if the Client terminates the Contract or cancels or rearranges a planned audit without cause at the following rates:

10.2.1 cancellation within 1-20 Working Days of a planned audit - 50% of the prevailing day rate (as set out in the Quotation);

10.2.2 cancellation within 2-10 Working Days of a planned audit – 100% of the prevailing day rate (as set out in the Quotation); and

10.2.3 all other Cancellable Days and any additional expenditure that has been already incurred by Alcumus and is not reclaimable (including but not limited to flights, other travel expenses and hotels).

11.2.1 Alcumus hereby grants the Client an irrevocable licence to copy and use the accreditation generated during the provision of the Services to the purposes for which the Documents were originally prepared.

12.1 Each party shall comply, and shall ensure that each of its subcontractors, agents and employees shall comply, with all terms of licence or warranty granted by the relevant party.

12.2 A waiver by either party of any right under the Contract, or of any failure to perform or breach hereof by either party, shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof, whether of a similar or dissimilar nature.

12.3 No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12.4 Each party agrees that the obligations of this Agreement shall continue notwithstanding the termination of the Contract for any reason, even if the Contract has been delayed or failed to be performed due to the Force Majeure Event.

12.5 The Client hereby agrees to assign the right to the Client to assign or have assigned the right to Alcumus to the Client, which right Alcumus may, in its discretion, assign to a third party.

12.6 The Client shall not assign the Contract in whole or in part without the prior approval of Alcumus (such approval not to be unreasonably withheld or delayed). Alcumus shall be entitled to assign the Contract in whole or in part to a third party.

12.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.8 In the event of any voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other reason whatsoever, whether by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose, non-infringement of third party rights or merchantability.

12.9 No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12.10 For purposes of the Contract for any reason whatsoever, whether by law or otherwise, Alcumus may appoint an independent contractor, and neither Alcumus nor its sub-contractors nor its directors or employees nor any one of them, shall be liable to the Client for any act or omission of any such independent contractor.
The Client agrees that it shall not at any time during the Term or for six (6) months thereafter, without the prior written consent of Alcumus, directly or indirectly solicit, induce or entice away from Alcumus or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Alcumus to perform services substantially similar to the Services.

Any notice under the Contract must be given in writing to the addresses set out in the Quotation and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the time and date recorded by the delivery service) or by email to cerdept@alcumusgroup.com (deemed delivered on the first Working Day after sending).

Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provision of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

Any notice under the Contract must be given in writing to the addresses set out in the Quotation and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the time and date recorded by the delivery service) or by email to cerdept@alcumusgroup.com (deemed delivered on the first Working Day after sending).

Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provision of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

The Contract, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

### Schedule 1: Description of Processing

<table>
<thead>
<tr>
<th>Subject matter of the processing</th>
<th>The processing of personal data to the extent necessary for the provision of the Services by Alcumus.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration of the processing</td>
<td>The certification cycle (which is usually three years depending on continuation of certification service requirements by the Client). After the certification cycle, Alcumus shall retain Client records in accordance within its Document Retention Policy, details of which are available on request.</td>
</tr>
<tr>
<td>Nature of the processing</td>
<td>The processing of personal data to the extent necessary to provide the Services, and specifically in order to facilitate certification and maintenance of certification to the contracted standard or scheme.</td>
</tr>
<tr>
<td>Purpose of the processing</td>
<td>The processing of personal data to the extent necessary for the provision of the Services by Alcumus.</td>
</tr>
<tr>
<td>Personal data types</td>
<td>Limited to Client contact employee data (including but not limited to) names, contact addresses, emails and contact telephone numbers.</td>
</tr>
<tr>
<td>Categories of data subjects</td>
<td>Limited to Client employees.</td>
</tr>
<tr>
<td>Obligations and rights of the controller</td>
<td>As set out in the Agreement.</td>
</tr>
<tr>
<td>Appointed Sub Processors</td>
<td>Alcumus uses a number of subcontractors to provide the Services. This includes a pool of sole trader auditors who undertake audits on behalf of Alcumus as required. Clients will be notified in advance where a subcontracted auditor will be used. Alcumus occasionally uses subcontracted technical advisors to verify the competence requirements of Alcumus auditors providing the Services. For certain standards provided by Alcumus (specifically IFS and FSSC), Alcumus subcontracts the Services to our critical office location in Poland (an agency providing services under Alcumus’ accreditation).</td>
</tr>
</tbody>
</table>