



Supplier Agreement

GENERAL TERMS AND CONDITIONS

These General Terms shall apply to the purchase of Goods and/or Services by GBG where accompanied by a Purchase Order and the Parties have not entered bespoke terms and conditions. Where these General Terms apply, they shall take precedence over any terms or conditions which the Supplier may purport to apply under any sales offer, standard terms of sale, acknowledgement of order or similar documentation.

GBG will not be liable for any orders for Goods and/or Services or amendments thereto other than those issued or confirmed on the Purchase Order and signed by a representative of GBG with authority to enter into agreements on behalf of GBG.

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

"Agreement" means the agreement concluded between GBG and the Supplier for the supply of Goods and/or Services, including the Purchase Order, all specifications, plans and drawings which are relevant to the Agreement and these General Terms.

"Agreement Price" means the price exclusive of any Value Added Tax, payable to the Supplier by GBG under the Agreement for the full and proper performance by the Supplier of the Agreement.

"Authorised Signatory" means an individual duly authorised to sign documentation on behalf of a Party.

"Business Day" means Monday to Friday (excluding public and bank holidays in England).

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

"Contract Start Date" means the date specified as such in the Purchase Order.

"Event of Force Majeure" means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party's own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic; pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default, caused by an event of force majeure or the insolvency of such suppliers or sub-contractors.

"Facilitation of Tax Evasion" means (i) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person (ii) aiding, abetting, counselling or procuring Tax Evasion by another person (iii) any other actions which would be regarded as facilitation of tax evasion under Part 3 of the Criminal Finances Act 2017 or the equivalent or corresponding legislation which applies to the Supplier.

"GBG" means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211, together with any subsidiaries or Group Companies and including its authorised sub-contractors and agents.

"GBG Premises" means the premises to which to or from which the Good and/or Services are provided (as specified by GBG and which may be amended from time to time on reasonable notice).

"GBG Property" means anything issued or otherwise furnished in connection with the Agreement by or on behalf of GBG including but not limited to equipment, information, schedules, documents, papers and other materials provided in whatever form.

"Goods" means the goods to be supplied by the Supplier to GBG under the Agreement.

"Group Company" means in relation to a Party, that Party, or another company if that other company:

- (a) holds a majority of the voting rights in it, or
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or
- (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it,

or if it is a subsidiary of a company that is itself a subsidiary of that other company.

"Intellectual Property Rights" means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"Party" means a party to this Agreement and "Parties" shall be construed accordingly.

"Persons Associated" means any employee or agent of the relevant Party or other third party who supplies services to, or on behalf of, the relevant Party.

"Purchase Order" means the GBG purchase order which specifies inter alia the Agreement Price, the time and place of delivery, the quantity and a brief description of the Goods and/or Services or consignments of Goods and/or Services required by GBG.

"Service" means the Supplier's services to be supplied to GBG under the Agreement.

"Supplier" means the organisation, firm, company, public body or person who agrees to supply the Goods and/or Services and includes any person to whom all or part of the Supplier's obligations are assigned.

"Tax Evasion" means any fraudulent activity intended to divert funds from the public revenue of any government as well as any statutory tax evasion offence of any territory, where tax includes all taxes, levies and contributions imposed by governments in any territory.

"Value Added Tax" means the value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 The headings in this Agreement do not affect its interpretation.

1.3 References to clauses, sections and appendices are to clauses, sections and appendices of this Agreement.

1.4 Words in the singular include the plural and vice versa.

1.5 A reference to "writing" or "written" does not include electronic mail or facsimiles.

2. TERM OF THE AGREEMENT

2.1 Where GBG has purchased Services, then this Agreement will start on the Contract Start Date and will continue until the Services specified in the Purchase Order have been delivered unless terminated in accordance with clause 18 of these General Terms

3. GBG PROPERTY

3.1 All GBG Property shall remain the property of GBG and shall be provided and used by the Supplier solely for the purpose of performing the obligations under the Agreement and for no other purpose whatsoever except with the prior agreement in writing of GBG.

3.2 All GBG Property shall be deemed to be in good condition when received by or on behalf of the Supplier, unless the Supplier notifies GBG to the contrary within 10 business days or such other time as is specified in the Agreement.

3.3 The Supplier undertakes to return any and all GBG Property upon the Agreement ending (howsoever terminated) or on any earlier request by GBG.

3.4 The Supplier shall, except as otherwise provided for in the Agreement, repair or replace or, at the option of GBG, pay compensation for all loss, destruction or damage occurring to any GBG Property caused by the acts or omissions of the Supplier, or by its employees, agents or sub-contractors, whether or not arising from their performance of the Agreement and wherever occurring.

3.5 Clause 3.4 shall not apply where the Supplier is able to show that any such loss, destruction or damage was not caused or contributed to by

its negligence or default or the neglect or default of its employees, agents, or sub-contractors.

4. SUPPLIER WARRANTIES

4.1 The Supplier warrants that:

- (a) the Goods and/or Services shall be delivered in accordance with the specifications in the Purchase Order;
- (b) the Goods and/or Services shall be fit for the purpose for which they were ordered taking account of all requirements to install and integrate the Goods and/or Services with or into GBG's existing systems and procedures where appropriate) and be of satisfactory quality and free from defects;
- (c) the quantity and quality of the Goods and/or Services shall be as described and shall correspond to any samples, patterns, specifications, plans, drawings or other documents, individually or collectively, which may have been given in relation to the Goods and/or Services;
- (d) any installation or other work carried out in relation to the Goods and/or Services shall be of the highest standards and otherwise comply with all British and European Union statutory and other legal requirements applicable to such Goods and/or Services, and the Supplier agrees that it will be fully responsible to make good and repair any GBG Property, or fixtures or fittings into or onto which the Goods and/or Services may be installed;
- (e) that all hazardous, toxic, noxious, fragile or similar Goods and/or Services are properly labelled as such and that this is drawn to the attention of GBG, its employees, agents or contractors where appropriate;
- (f) it shall use reasonable endeavours to provide the Goods and/or Services in accordance with any timetable agreed with GBG;
- (g) it shall deliver the Goods and/or provide the Services with reasonable skill and care (using suitably qualified and competent staff);
- (h) it shall be responsible for the acts and omissions of its sub-contractors as if they were its own;
- (i) it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Supplier;
- (j) it shall (and/or its employees, sub-contractors or agents) where allowed access to GBG Premises or facility, use all due care and shall obey at all times the lawful orders of any authorised representative of GBG and the requirements of all applicable rules and regulations of GBG in respect of such access. Further it acknowledges that as part of its security procedures GBG reserves the right to reasonably refuse any person access to GBG Premises;
- (k) where applicable, it shall comply with GBG's Information Security Policy at Schedule 2 of this Agreement;
- (l) where GBG requests, its staff (including any sub-contractors or agents) shall enter into confidentiality agreements;
- (m) it shall at all times be an independent contractor and nothing in this Agreement shall render it or its employees, subcontractors or agents, an employee, worker, agent or partner of GBG. Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind between the Parties; and
- (n) in performing its obligations under this Agreement, the Supplier shall ensure that all employees, workers, self-employed contractors or consultants or other representatives who are performing services on behalf of GBG shall, at all relevant times comply with GBG's Supplier Code of Conduct (as updated from time to time which are available at <https://www.gbtplc.com/procurement-supplier-code-of-conduct/>).

5. DELIVERY, TITLE AND RISK

- 5.1 The Goods and/or Services shall be delivered by the Supplier at such times, at such places and in such manner as is specified in the Purchase Order, or as otherwise advised in writing by GBG.
- 5.2 Unless the Agreement specifically otherwise provides, time of delivery shall be of the essence and failure to deliver within the specified time shall entitle GBG, at its option, and without prejudice to its other rights and remedies, to treat such failure as a fundamental

breach of the Agreement so as to release GBG from any obligation to accept the Goods and/or Services or pay for them, or entitle it to cancel by notice in writing to the Supplier all or part of any order in relation to the Goods and/or Services.

- 5.3 Subject to clauses 7 and 9, title and risk in the Goods and/or Services shall pass to GBG on delivery of the Goods and/or Services to GBG or on payment of the Agreement Price whichever is earlier.
- 5.4 Any access to premises and any labour and equipment provided by GBG in connection with delivery shall be provided without acceptance by GBG of any liability in respect of any actions, claims, demands, costs and expenses incurred by the Supplier or any third parties (including any agent of GBG) for any loss destruction or damages to the extent that such loss, destruction or damage is not attributable to the negligence or other wrongful act of GBG, or any employee or agent thereof.

6. INSPECTION

- 6.1 GBG may inspect or arrange for the inspection of all or any of the Goods and/or Services in the course of production at the Supplier's premises, or the premises where the Goods and/or Services are being produced, at any reasonable time.
- 6.2 Without prejudice to GBG's right of inspection under clause 6.1, GBG may inspect or arrange for the inspection of all or any of the completed Goods and/or Services at the Supplier's premises or premises where the Goods and/or Services have been produced, or after delivery, or as otherwise provided in the Agreement.

7. REJECTION OF THE GOODS AND/OR SERVICES

- 7.1 GBG may reject any Goods and/or Services which on inspection are found not to conform to the requirements of the Agreement.
- 7.2 When under this clause 7, GBG rejects any Goods and/or Services or consignment after delivery, the Supplier shall, subject to the provisions of clause 7.5, at his own expense remove the rejected Goods and/or Services and shall do so within such period as is provided by the Agreement or, if the Agreement makes no such provision, within 8 working days from receipt of notification of rejection
- 7.3 If the Supplier fails to remove the Goods and/or Services or any of them in accordance with clause 7.2, GBG may dispose of the Goods and/or Services as it sees fit.
- 7.4 When under this clause 7, GBG rejects any Goods and/or Services or consignment after delivery, GBG may in its sole discretion:
 - (a) immediately cancel subsequent consignments of similar Goods and/or Services that were due for delivery under the Agreement; or
 - (b) require the Supplier at his own expense to deliver in the place of the rejected Goods and/or Services, Goods and/or Services which conform with the requirements of the Agreement and shall do so within the period for delivery stipulated in the Agreement or within such further reasonable period as GBG may allow.
- 7.5 If any Goods and/or Services whether completed or in the course of production are rejected on inspection by GBG, the same shall, if GBG so requires, be marked in a manner satisfactory to GBG to ensure their subsequent identification as rejected Goods and/or Services.

8. LOSS OF OR DAMAGE TO THE GOODS AND/OR SERVICES

- 8.1 The Supplier is responsible for the Goods and/or Services and any materials, equipment, fittings or things acquired or allocated by it for incorporation into the Goods and/or Services until delivery has been effected in accordance with clause 5 and it shall make good any loss of or damage to the Goods and/or Services or any such materials, equipment, fittings or things however occasioned which may occur before such delivery.

9. ACCEPTANCE OF THE GOODS AND/OR SERVICES

- 9.1 Acceptance of the Goods and/or Services or a consignment of Goods and/or Services shall take place when GBG confirms acceptance of the Goods and/or Services in accordance with the procedure specified in the Agreement, and if none is so specified, GBG shall be deemed to have accepted the Goods and/or Services or a consignment of Goods and/or Services without prejudice to any remedies, upon the happening of any of the following:
 - (a) GBG takes the Goods and/or Services into use;

- (b) GBG fails to exercise its right of rejection of the Goods and/or Services under clause 7 within any period specified for that purpose in the Agreement; or
- (c) where no period for exercising the right of rejection is specified in the Agreement where GBG fails to exercise its right of rejection within such reasonable time since delivery of the Goods and/or Services was effected as may be necessary to inspect the Goods and/or Services in accordance with clause 6 or in accordance with the Agreement.

10. INVOICES AND PAYMENT

- 10.1 Notwithstanding any other provision of this Agreement, GBG shall not be liable to pay for Goods and/or Services or consignments of Goods and/or services which it has not ordered, or which are not otherwise in accordance with the terms of the Agreement.
- 10.2 Invoices may only be submitted by the Supplier after delivery of the Goods and/or Services.
- 10.3 Invoices shall quote the GBG Purchase Order reference number, and set out the Agreement Price, the quantity of Goods and/or Services, the number of consignments of Goods and/or Services and the date of delivery to GBG.
- 10.4 Subject to clause 12.1, GBG shall pay the Agreement Price to the Supplier and such payment shall normally be made within 30 days of receipt by GBG of the invoice, provided that GBG has received a correctly submitted invoice via email to purchase.invoices@gbgplc.com (the "Invoice Process"). For the avoidance of doubt, GBG shall not be liable for invoices where the Invoice Process has not been followed by the Supplier.
- 10.5 The Agreement Price will be invoiced and paid in pounds sterling unless otherwise agreed between the Parties.

11. ACCOUNTS

- 11.1 The Supplier shall keep full and proper accounts, records and vouchers relating to: (a) any expenditure which the Parties agree in writing shall be reimbursed by GBG; and (b) all payments made by GBG in respect of the Goods and/or Services.

12. DISPUTED PAYMENTS

- 12.1 Any fees disputed by GBG in good faith may be deducted from the invoice providing that the remainder is paid by the due date. The disputed amount should be notified by email to the Supplier giving reasons for withholding payment. Upon receipt of GBG dispute notice, the Supplier and GBG will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. GBG agrees to pay any previously disputed amounts within 30 days once the issues have been resolved.
- 12.2 Subject to clause 12.1, whenever under the Agreement any sum of money shall be recoverable from or payable by the Supplier, such sum may be deducted from any amount then due from GBG, or which at any time thereafter may become due, to the Supplier under the Agreement or any other agreement or arrangement with GBG.
- 12.3 Subject to clause 12.1, any over-payment by GBG to the Supplier (whether in respect of the Agreement Price or Value Added Tax) shall be a sum of money recoverable by GBG from the Supplier and such sum may be deducted from any amount then due from GBG to the Supplier.

13. VALUE ADDED TAX

- 13.1 Where applicable, GBG shall pay to the Supplier, in addition to the Agreement Price, a sum equal to any Value Added Tax (or any other applicable sales tax or charge in a country where the Service is provided) chargeable on the value of the Goods and/or Services provided in accordance with the Agreement.
- 13.2 The Supplier shall, if requested by GBG, furnish such information as may reasonably be required by GBG relating to the amount of Value Added Tax chargeable on the Goods and/or Services.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Parties acknowledges that all pre-existing Intellectual Property Rights shall continue to belong to the Supplier or GBG respectively.
- 14.2 The Intellectual Property Rights in all Confidential Information, artwork copy and/or other works (hereinafter referred to as "Works") produced by the Supplier for GBG under the Agreement shall be the property of GBG from the date of creation. The Supplier

agrees to assign to GBG all right, title and interest in and to such Works made, originated or developed during the course of the Agreement or otherwise related to the Services, together with any other Intellectual Property Rights arising out of the provision of the Services and to do everything necessary to effect such an assignment.

- 14.3 Any and all Intellectual Property Rights created, developed or arising directly or indirectly out of the performance of the Agreement, and in all materials submitted under the terms of the Agreement, shall vest in GBG and remain at all times the property of GBG. Such material shall not be reproduced, or disseminated for any other purpose, by the Supplier without the written permission of GBG.
- 14.4 By agreeing to these General Terms, the Supplier grants GBG a non-exclusive license to reproduce, without fee any works and Confidential Information produced under the Agreement.
- 14.5 The Supplier will indemnify GBG against all liabilities, costs, expenses, damages and losses incurred by GBG as a direct result of any third party making or threatening to make a claim against GBG that GBG's use of the Goods and/or Service in accordance with the terms of an Agreement infringes that third party's Intellectual Property Rights.
- 14.6 The provisions of this clause 14 shall apply during the continuance of this contract and after its termination howsoever arising.

15. CONFIDENTIALITY

- 15.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 15.3, 15.4 and 15.5 or to the extent necessary for the proper performance of this Agreement.
- 15.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 15.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 15.4 Each Party may disclose the other Party's Confidential Information:
 - (a) to its or its Group Companies' employees, officers, representatives, advisers and third-party suppliers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's confidential information comply with this clause 15; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 15.5 For the purposes of this clause 15, Confidential Information shall not include information which:
 - (a) is or becomes generally available to the public (other than through a breach of this Agreement);
 - (b) is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
 - (c) is obtained from a third party who is free to disclose it; or
 - (d) the Parties agree in writing is not confidential or may be disclosed.
- 15.6 Any Confidential Information or other documents issued by or on behalf of GBG for the purposes of the Agreement remain the property of GBG and must be returned on completion or earlier termination of the Agreement.

16. DATA PROTECTION

- 16.1 The Supplier warrants that in providing the Service, where such Service involves the sharing of GBG Data or Personal Data between the Parties, it shall comply at all times with all relevant obligations contained within the Schedule 1 - Data Processing Schedule appended to these General Terms.

17. LIABILITY

- 17.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 17.2 Neither Party excludes or limits its liability in respect of clauses 14 (Intellectual Property Rights), 15 (Confidentiality) and 16 (Data Protection) of these General Terms.
- 17.3 Subject to clauses 17.1 and 17.2, the maximum liability of each party to the other for all claims under the Agreement howsoever arising,

shall in respect of each Party be limited to an amount equal to the charges payable by GBG to the Supplier under the Agreement in respect of the 12 month period immediately preceding the claim. Neither Party shall be liable for any consequential, special or indirect loss or damage.

- 17.4 The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 14 (Intellectual Property Rights), 15 (Confidentiality) and 16 (Data Protection) of these General Terms. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.
- 17.5 Nothing in the Agreement shall impose any liability on any member of the staff of GBG or its representatives in their personal capacity.
- 17.6 The Supplier shall have in place appropriate policies of insurance (commensurate with the Goods and/or Services supplied under the Agreement) with a reputable insurance company and will at GBG's request provide a letter of confirmation from its insurer or broker that cover is in place and that premiums have been paid in full.

18. TERMINATION

- 18.1 GBG shall be entitled to terminate the Agreement at any time by giving to the Supplier not less than 14 days' notice in writing to that effect.
- 18.2 Either Party may terminate this Agreement on immediate notice in writing to the other if any of the following applies:
- (a) the other Party commits a material or persistent breach of this Agreement, which is capable of remedy, and it fails to remedy the breach within 14 days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
 - (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied;
 - (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent reconstruction, re-organisation or amalgamation);
 - (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the equivalent or corresponding legislation under any other applicable law;
 - (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
 - (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
 - (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
 - (h) an application for an administration order is issued at court in respect of the other Party;
 - (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
 - (j) any event analogous to any of clauses 18.2 (c) to (i) above occurs in any jurisdiction.
- 18.3 When the Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control relating to that Agreement.
- 18.4 The termination of the Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of the Agreement that is expressly or by implication intended to continue in force after termination.

19. AUDIT, INSPECTIONS AND RECORDS

- 19.1 The Supplier shall maintain accurate and complete records as is necessary to demonstrate compliance with its obligations under

these General Terms, particularly in relation to the delivery of the Service and provision, receipt and processing of personal data.

- 19.2 Prior to undertaking an audit and/or inspection in accordance with clause 19.3, GBG shall be entitled to (but not obligated to) submit to the Supplier questions regarding the Supplier's performance of its obligations under the Agreement. All responses, information and records shall be provided to GBG without undue delay and where possible within 14 days of receipt of such request. The submission of questions under this clause 19.2 shall not prejudice GBG's other rights under this clause 3.
- 19.3 GBG shall be entitled to conduct an on-site audit and/or inspection or to appoint a third-party auditor, subject to GBG and/or its third-party auditor's agreement to reasonable and appropriate confidentiality undertakings.
- 19.4 GBG shall provide reasonable prior notice of any such audit, save where:
- (a) GBG reasonably believes that the Supplier is in breach of its obligations in the General Terms; and
 - (b) such notice is likely to prejudice or unreasonably delay the investigation of such breach, for example in the case of a Data Breach or security incident involving personal data.
- 19.5 The Supplier shall notify GBG of the name of the individual within its organisation who will act as the point of contact for the provision of information and records in accordance with clause 19.2 and/or for enabling an audit or inspection to be carried out in accordance with clause 19.3.
- 19.6 The Supplier shall provide GBG (or any third-party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit and/or inspection.
- 19.7 GBG shall be entitled to take copies of any relevant records, information, documents or data obtained during an on-site audit and/or inspection as may be reasonably required by GBG.
- 19.8 Audits and/or inspections shall not be carried out on more than one occasion per year of the Agreement unless:
- (a) GBG reasonably believes that the Supplier is in material breach of the Agreement; or
 - (b) one of GBG's End Users in connection with the Service, is required to do so by any regulatory body with competent jurisdiction.
- 19.9 GBG or its auditor may be accompanied by representatives of any such regulatory body in respect of any such audit imposed on the Supplier.
- 19.10 All audits and/or inspections will be conducted in a manner that does not materially disrupt, delay or interfere with the Supplier's performance of its business and shall be carried out at the expense of GBG.
- 19.11 As an alternative to an on-site audit and/or inspection, the Supplier may request that an audit is undertaken by the Supplier's own internal audit function for the purposes of investigating the Supplier's compliance with its obligations under the General Terms. If such request is agreed by GBG (at its sole discretion), the Supplier shall procure that the audit and/or inspection is undertaken as soon as practicable and shall provide GBG with unfettered access to:
- (a) all audit reports, information and/or documentation produced or created as a result of the internal audit; and
 - (b) all relevant members of the Supplier's internal audit team for the purpose of understand such audit reports.
- 19.12 As a further alternative to an on-site audit and/or inspection, GBG (at its sole discretion) may undertake an audit and/or inspection by way of remote access.
- 19.13 If any audit and/or inspection undertaken in accordance with this clause 19 identifies a breach of the General Terms by GBG, then without prejudice to any rights and/or remedies GBG may have:
- (a) the Supplier shall take the necessary steps to comply with its obligations at no additional cost to GBG; and
 - (b) if that breach is material, the Supplier shall reimburse GBG for the full cost of the audit and/or inspection.
- 19.14 Any records, documents and information provided by the Supplier under this clause 19 may be redacted to remove confidential commercial information not relevant to the request.
- 19.15 The provisions of this clause 19 shall survive termination or expiry of the General Terms for (i) a period of six (6) months for all general provisions under the Existing Agreement and (ii) indefinitely for the purposes of verifying the a Party's compliance with the Agreement,

its obligations on termination or expiry as set out in the General Terms, or where a Party reasonably suspects the other Party to have breached the Agreement during its term.

20. DISPUTE RESOLUTION

20.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a “**Dispute**”) then the Parties shall follow the procedure set out in this clause 20, specifically:

- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a “**Dispute Notice**”), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of GBG and the Supplier shall attempt in good faith to resolve the Dispute;
- (b) if the authorised representatives of GBG and the Supplier are for any reason unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Supplier in an attempt in good faith to resolve the matter; and
- (c) if, following escalation of the Dispute as described in clause 20.1(b) above, GBG and the Supplier are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the Parties will attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of England and Wales in accordance with clause 28.1 of this Agreement.

20.2 Notwithstanding clause 20.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

21. CONFLICT OF INTEREST

21.1 The Supplier shall ensure that there is no conflict of interest as to be likely to prejudice its independence and objectivity in performing the Agreement, and undertakes that upon becoming aware of any such conflict of interest during the performance of the Agreement (whether the conflict existed before the award of the Agreement or arises during its performance), it shall immediately notify GBG in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as GBG may reasonably require.

21.2 Where GBG is of the opinion that the conflict of interest notified to it under clause 21.1 is capable of being avoided or removed, GBG may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

- (a) if the Supplier fails to comply with GBG requirements in this respect; or
- (b) if, in the opinion of GBG, compliance does not avoid or remove the conflict, GBG may terminate the Agreement immediately and recover from the Supplier the amount of any loss resulting from such termination.

21.3 Notwithstanding clause 21.2, where GBG is of the opinion that the conflict of interest which existed at the time of the award of the Agreement could have been discovered with the application by the Agreement of due diligence and ought to have been disclosed as required by the tender documents pertaining to the granting of the Agreement to the Supplier, GBG may terminate the Agreement immediately for breach of a fundamental condition of the Agreement and, without prejudice to any other rights, recover from the Supplier the amount of any loss resulting from such termination.

22. EVENT OF FORCE MAJEURE

22.1 Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three consecutive months, the Party not affected may terminate this Agreement immediately by giving written notice to the affected Party.

23. NOTICES

23.1 Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

- (a) to GBG at its registered office address and marked for the attention of the Company Secretary,
- (b) to the Supplier at the address to which the Supplier asks GBG to send invoices or the Supplier's registered office address (in the case of a corporate body).

23.2 Any notice shall be deemed to have been duly received:

- (a) if delivered by hand or by courier, when left at the address referred to in this clause 23;
- (b) if sent by first class post, two Business Days after the date of posting.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

24. TAX EVASION AND FACILITATION OF TAX EVASION

24.1 Both GBG and the Supplier agree not to engage in Tax Evasion of any kind in any territory nor in the Facilitation of Tax Evasion of any kind in any territory.

24.2 Both GBG and the Supplier shall take such steps as may be required to ensure that they are not liable under Part 3 of the Criminal Finances Act 2017 (Corporate Offence of Failure to Prevent Facilitation of Tax Evasion). Where relevant the Supplier shall take such steps to comply with any equivalent legislation relating to where the Supplier is situated. In particular, both Parties shall implement reasonable prevention procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party whilst acting in that capacity.

24.3 Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause.

24.4 Any breach of this clause 24 shall be deemed a material breach of this Agreement that is not remediable.

25. ANTI-BRIBERY AND CORRUPTION

25.1 Both Parties shall:

- (a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
- (b) shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement.

25.2 Both Parties shall provide such supporting evidence of compliance, including annual certification (if requested) as the other party may reasonably request.

26. MODERN SLAVERY

26.1 In performing its obligations under this Agreement, the Supplier shall ensure that all employees, workers, self-employed contractors or consultants or other representatives who are performing services on behalf of GBG shall, at all relevant times:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and guidance from time to time in force including but not limited to those of the Modern Slavery Act 2015;
- (b) comply with any GBG policy relating to modern slavery and/or human trafficking as required by GBG;
- (c) take all reasonable steps to ensure that slavery and human trafficking are not taking place in its business; and
- (d) provide evidence in writing of the Supplier's compliance with this clause promptly on GBG's request.

27. MISCELLANEOUS

27.1 Agreed changes to this Agreement will be recorded in writing and will form part of this Agreement when signed by an Authorised Signatory of both Parties.

27.2 Subject to clause 27.4 neither Party may assign or transfer (in whole or in part) any of its rights or obligations under this Agreement,

- without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 27.3 GBG will not withhold its consent to a Supplier assignment provided that, the assignment would not:
- (a) put GBG in breach of regulatory requirements;
 - (b) put GBG in breach of any contractual obligations GBG may have.
- 27.4 Notwithstanding 27.2, GBG may assign such rights and obligations to a GBG Group Company without consent.
- 27.5 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 27.6 This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 27.7 The Parties agree that:
- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 27.8 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 27.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27.10 No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 27.11 Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

28. GOVERNING LAW AND JURISDICTION

- 28.1 By entering into the Agreement, the Parties warrant that they each have the right, authority and capacity to enter and be bound by the terms and conditions of the Agreement and that they agree to be bound by these.
- 28.2 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to clause 20 both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring enforcement proceedings against the Supplier in the courts of any jurisdiction where the Supplier or any of the Supplier's property or assets may be found or located.



Schedule 1

DATA PROCESSING SCHEDULE

This Schedule 1 shall only apply where the Supplier receives GBG Data as part of the provision of the Services.

1. DEFINITIONS AND INTERPRETATIONS

1.1 The following definitions shall apply in addition to the definitions set out in the Agreement unless the context expressly states otherwise:

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" have the meanings given in Applicable Data Protection Law;

"Applicable Data Protection Law" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, and including, as applicable, (i) Regulation 2016/679 (General Data Protection Regulation) (the "GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) from the end of the transition period as defined in Article 126 of the EU-UK Withdrawal Agreement, the UK GDPR as it applies in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to apply in the UK under section 2 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); and (iv) any and all applicable national data protection laws made under or pursuant to (i), (ii) or (iii) in each case as may be amended or superseded from time to time;

"Brexit Transition End Date" means the date the transition period under Part Four of the Withdrawal Agreement between the United Kingdom and the European Union comes to an end;

"C2P Model Clauses" means the model clauses for the transfer of personal data to processors established in third countries approved by the European Commission, the approved version, of which, in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010 (available at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>), as such model clauses may be amended or superseded by the European Commission from time to time. Where the transfer is from the United Kingdom, the relevant model clauses are those approved by the European Commission or in the alternative, standard data protection clauses specified by regulations by the Secretary of State or standard data protection clauses specified in a document issued (and not withdrawn) by the UK Information Commissioner;

"C2P Model Clause Incorporation" has the meaning set out in clause 2.4;

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss alteration, unauthorised disclosure of, or access to GBG Data transmitted, stored or otherwise processed;

"EEA" means the Member States of the European Economic Area, and before the Brexit Transition End Date, also the United Kingdom;

"GBG Data" means the data and any other materials provided or otherwise made available to the Supplier by GBG and any data outputted as a result of the Services. This may include personal data on individuals such as the GBG's employees and customers and is further described in Annex A;

"Losses" means actions (including judicial review), claims, costs, damages, demands, expenses, fines, liabilities, losses, penalties and sanctions (including amounts paid in settlement, out-of-pocket expenses and interest);

- 1.2 This Data Processing Schedule will only apply to this Agreement, where Personal Data is shared between the Parties.
- 1.3 Both Parties warrant that they will comply with their respective obligations under the Applicable Data Protection Law and the terms of this Agreement
- 1.4 For the purpose of this Agreement, GBG is the Controller and the Supplier is the Processor.

2. DATA PROTECTION

- 2.1 Relationship of the Parties. GBG (the controller) appoints the Supplier as a processor to process the GBG Data. Each Party shall comply with the obligations that apply to it under Applicable Data Protection Law.
- 2.2 Purpose limitation. Supplier shall process the GBG Data as a processor as necessary to provide the Services to GBG and strictly in accordance with the documented instructions of GBG (the "Permitted Purpose"), except where otherwise required by any United Kingdom, EU (or any EU Member State) law applicable to the Supplier, in which case the Supplier shall inform GBG of that legal requirement before processing (unless prohibited by that law on important grounds of public interest). In no event shall the Supplier process the GBG Data for its own purposes or those of any third party. Supplier shall immediately inform GBG if it becomes aware that GBG's processing instructions infringe Applicable Data Protection Law.
- 2.3 Where Supplier is located outside of the EEA. Where GBG Data originating in the EEA is processed by a Supplier outside the EEA in a territory that has not been designated by the European Commission as ensuring an adequate level of protection in accordance with Applicable Data Protection Law, the Parties agree that the C2P Model Clauses will be incorporated into this Agreement by reference from the Contract Start Date.
- 2.4 In the event the C2P Model Clauses are incorporated into this Agreement in accordance with clause 2.3, they will apply as follows:
- (a) GBG will be the data exporter;
 - (b) Supplier will be the data importer;
 - (c) where the C2P Model Clauses being relied upon are those approved by the European Commission: (i) under clause 9, the clauses shall be governed by English law; (ii) the provisions of Annex A (Data Processing Description) will be deemed to be set out in Appendix 1 to the C2P Model Clauses; (iii) the provisions of Annex B (Security Measures) will be deemed to be set out in Appendix 2 to the C2P Model Clauses; and (iv) the optional illustrative commercial clauses will be deemed to have been deleted; and
 - (d) if there is any conflict between this Agreement and the C2P Model Clauses, the C2P Model Clauses will prevail, (the "C2P Model Clause Incorporation")
- 2.5 From the Brexit Transition End Date where the Supplier is located in the United Kingdom and GBG is in the EEA. From the Brexit Transition End Date, where GBG Data originating from the EEA is processed by a Supplier in the United Kingdom and if the United Kingdom has not been specified as ensuring an adequate level of protection in accordance with Applicable Data Protection Law, the C2P Model Clauses will be incorporated into this Agreement by reference.
- 2.6 In the event the C2P Model Clauses are incorporated into this Agreement in accordance with clause 2.5, they will apply in accordance with the C2P Model Clause Incorporation.
- 2.7 Notwithstanding clause 2.5, in the event the European Commission subsequently permits a transfer of personal data from the EEA to the United Kingdom on the basis of an adequacy decision, then both Parties agree that the C2P Model Clauses shall automatically cease to apply in order to effect transfers between the Parties from the date that the adequacy decision comes into force and both Parties shall instead rely on the adequacy decision to legitimately transfer personal data from the EEA to the United Kingdom.
- 2.8 From the Brexit Transition End Date where Supplier is located outside of the United Kingdom and GBG is in the United Kingdom. From the Brexit Transition End Date, where GBG Data originating in the United Kingdom is processed by a Supplier outside the United Kingdom in a territory that has not been specified as ensuring an adequate level of protection in accordance with Applicable Data Protection Laws, the C2P Model Clauses will be incorporated into this Agreement by reference.

- 2.9 In the event the C2P Model Clauses are incorporated into this Agreement in accordance with this clause 2.8, they will apply in accordance with the C2P Model Clause Incorporation.
- 2.10 International Transfers. The Supplier shall not transfer the GBG Data (nor permit the GBG Data to be transferred) outside of the territory where Supplier is located unless (i) it has first obtained GBG's prior written consent; and (ii) it takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
- 2.11 Confidentiality of processing, In addition to the confidentiality obligations contained in the Agreement, the Supplier shall ensure that any person that it authorises to process the GBG Data (including Supplier's staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the GBG Data who is not under such a duty of confidentiality. The Supplier shall ensure that all Authorised Persons process the GBG Data only as necessary for the Permitted Purpose.
- 2.12 Security. The Supplier shall implement and maintain appropriate technical and organisational measures to protect the GBG Data from a Data Breach. Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and/or
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- At a minimum, such measures shall include the measures identified in Information Security Schedule.
- 2.13 Sub processing. Supplier shall not subcontract any processing of the GBG Data to a third-party sub processor without the prior written consent of GBG.
- 2.14 Cooperation and data subjects' rights. The Supplier shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to GBG at its own expense to enable GBG to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the GBG Data. If any such request, correspondence, enquiry or complaint is made directly to the Supplier, the Supplier shall promptly inform GBG providing full details of the same.
- 2.15 Data Protection Impact Assessment. Upon GBG's request, the Supplier shall provide GBG with all such reasonable and timely assistance as GBG may require in order to conduct a data protection impact assessment in accordance with Applicable Data Protection Law including, if necessary, to assist GBG to consult with its relevant data protection authority.
- 2.16 Data Breaches. Upon becoming aware of a Data Breach, the Supplier shall inform GBG without undue delay (and, in any event, within 48 hours) and shall provide all such timely information and cooperation as GBG may require in order for GBG to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Supplier shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Breach and shall keep GBG informed of all developments in connection with the Data Breach.
- 2.17 Deletion or return of GBG Data. Upon termination or expiry of this Agreement, the Supplier shall (at GBG's election) destroy or return to GBG all GBG Data (including all copies of the GBG Data) in its possession or control (including any GBG Data subcontracted to a third party for processing). This requirement shall not apply to the extent that the Supplier is required by any United Kingdom or EU (or any EU Member State) law to retain some or all of the GBG Data, in which event the Supplier shall isolate and protect the GBG Data from any further processing except to the extent required by such law until deletion is possible.
- 2.18 Changes in Law or Guidance. The Parties agree that, following any changes or amendments to Applicable Data Protection Law, any changes in relation to an adequacy decision or any associated guidelines and instructions issued by relevant national authorities that affect the General Terms ("DP Legal or Guidance Update"), both Parties agree to cooperate in good faith to renegotiate these terms to ensure compliance with the applicable DP Legal or Guidance Update.



Schedule 2

INFORMATION SECURITY POLICY

1. DEFINITIONS

1.1 The following definitions shall apply to this Schedule 2 in addition to the definitions set out in the General Terms:

“Business Location” means any office location, data processing site, or IT data centre from which Services are being managed and/or hosted.

“Contract Personnel” means all individuals, employees, contractors or personnel engaged by the Supplier in the performance of the Services under the Agreement.

“Good Industry Practice” means a working method or set of working methods that is officially accepted as being the best to use in a particular business or industry.

“Supplier System” means any operating systems, software, application or technology owned, operated or used by the Supplier in the provision of the Service including in relation to any hosting, storing, processing of Personal Data as more particularly set out in the Agreement.

2. INFORMATION SECURITY POLICY

2.1 The Supplier shall as a minimum, in the provision of the Services, comply with ISO27001 and ISO27002 for information security or the equivalent of such standards in any other country.

2.2 The Supplier shall ensure that it:

- (a) operates regular independent audits of their information management systems;
- (b) maintains and reviews an information security policy; and
- (c) communicates its information security policy to its Contract Personnel.

3. INFORMATION SECURITY MANAGEMENT

3.1 The Supplier shall ensure that:

- (a) the roles and responsibilities for information security management are formally identified and documented;
- (b) there is a formal documented approach to risk management;
- (c) it carries out regular (and no less than once per annum) a risk assessment of the Services being supplied to GBG; and
- (d) it has a documented process for resolving security related complaints.

3.2 The Supplier shall appoint an individual (or appropriate group), to co-ordinate and manage the information security programme within their organisation and in accordance with their information security policy.

3.3 The Supplier agrees that any system or process used by the Supplier for (but not limited to) gathering, storing, processing or transmitting GBG Data shall be security assessed and it agrees that:

- (a) if any vulnerabilities that pose a risk to any GBG Data are discovered during any risk assessment, it shall rectify such vulnerabilities to GBG’s sole satisfaction in the time period agreed by the parties and at the Supplier’s cost; and
- (b) If it cannot rectify the vulnerability in the system or process as set out in paragraph 3.3(a) above, GBG shall have the right to terminate this Agreement with immediate effect by notice in writing to the Supplier. On receipt of GBG’s notice to terminate the Supplier shall refund GBG any fees or charges paid in advance for Services not yet received.

3.4 In relation to any vulnerabilities mentioned in clause 3.3 (a) above, the Supplier shall ensure it has measures in place to mitigate those vulnerabilities.

4. PERSONNEL SECURITY

4.1 The Supplier shall ensure that information and security obligations are included in the terms of employment for all

Contract Personnel who may be tasked with handling Personal Data (including GBG Data).

4.2 The Supplier shall ensure that its Contract Personnel who have responsibility to manage Personal Data are subject to appropriate background checks and vetting prior to employment or provision of handling Personal Data. Such employment screening check to include, but shall not be limited to, proof of identification, confirmation of references, an individual’s right to work and relevant qualifications. Where such Contract Personnel have access to GBG Data as part of their role, such employment screening checks should also include criminal check clearance.

4.3 The Supplier shall ensure that all those that can access or process Personal Data (including GBG Data) receive data protection and information security awareness training.

4.4 The Supplier shall ensure that there is in place a formal registration/de-registration process for user accounts, as part of a starters and leavers process, and that all accounts utilise a policy of least privilege access, which is dependent on the Contract Personnel’s job role

5. ASSET MANAGEMENT

5.1 The Supplier must ensure it reviews and maintains a formal documented asset register containing key information including but not limited to:

- (a) personal computing devices;
- (b) mobile devices;
- (c) portable and non-portable storage devices; and
- (d) other storage media.

5.2 The Supplier must ensure that all its Contract Personnel are issued with an asset management policy.

5.3 The Supplier must ensure that all authorised devices used to store and/or process GBG Data and that are connected to the internet be protected by appropriate network controls and information security measures (such as firewalls and anti-virus software).

5.4 The Supplier must ensure that any GBG Data is retained in accordance with a data retention policy which complies with legal or regulatory requirements.

6. PHYSICAL AND ENVIRONMENTAL CONTROLS

6.1 The Supplier shall implement and maintain physical and environmental security controls to prevent unauthorised access, damage and interference to any Business Location that the Supplier may have.

6.2 If the Supplier provides the Services to GBG from a Business Location that is shared with one or more third parties, the Supplier shall develop and implement processes to restrict physical and IT systems access in any such shared environment.

7. ACCESS CONTROL

7.1 The Supplier shall ensure that it reviews and maintains a formally documented access control policy for authorisation of access rights to its systems.

7.2 The Supplier shall ensure that its staff only has relevant access for their specific role. This access shall be periodically reviewed to verify that access assignment remains necessary.

7.3 The Supplier shall subject all users to a login process to authenticate their identity before they can gain access to Supplier Systems. Furthermore, the Supplier shall ensure that any Supplier System being utilised within the Service adequately provides the following security measures:

- (a) Authentication credentials of the previous user must not appear on the logon prompt or anywhere else that is visible;
- (b) The system must restrict the number of unsuccessful sign-on attempts;
- (c) Sessions must be restricted or timed out after a period of inactivity;
- (d) Re-authentication of users must occur after session timeout or interruption;
- (e) Accounts must be disabled after a period of inactivity;

- (f) Accounts will be 'locked out' after a number of failed authentication attempts;
- (g) A password complexity that includes a minimum combination of 8 characters and must include a combination of, uppercase and lowercase characters, numbers and a special character (! " ? \$ % ^ & * () _ - + = { [] : ; @ ' ~ # | \ < , > ? / .);
- (h) Password changes should be forced;
- (i) Passwords must not match any of the previous 12 passwords used;
- (j) Not transmit or store passwords in clear text and not visibly display passwords on the Supplier System when logging in;
- (k) Use encryption to store passwords and other authentication information on the system and restrict access to this information to authorised Contract Personnel only; and
- (l) Authentication mechanisms must ensure that they cannot be bypassed to gain unauthorised access to the system.

8. OPERATIONAL AND NETWORK SECURITY

- 8.1 The Supplier must protect its networks from external attack by using a set of security technologies (e.g. firewalls, intrusion prevention system, anti-virus software etc...) and techniques (e.g. Network segregation etc...) and must provide to GBG, upon request details of these technologies.
- 8.2 The Supplier will install and maintain a working network firewall to protect any Personal Data accessible via the internet and will keep all Personal Data protected by the firewall at all times. The Supplier shall ensure that all networks not owned or managed by the Supplier are routed through the firewall, prior to being allowed access to the Supplier's network. Firewalls must ensure secure connections between internal and external systems and shall be configured as so to only allow the required traffic to pass through. The firewall must provide both ingress and egress filtering and have a default policy of blocking unauthorised network traffic. Firewall configurations must be regularly reviewed to remove redundant or inappropriate rules and all rule base changes must be conducted under change control conditions.
- 8.3 The Supplier shall only process and/or store Personal Data in a trusted network environment under the direct control of the Supplier. The network shall be protected from external threats, including access control at the physical, network and application layers to allow only those who have been authorised by the Supplier to have access to such Personal Data.
- 8.4 The Supplier shall ensure that the network is continuously segregated to deny access from public or untrusted networks belonging to any third parties who have no right to access Personal Data.
- 8.5 The Supplier agrees in relation to any proposed modifications to any system or process used in the provision of the Services which may affect the security of any GBG Data that:
 - (a) it shall notify GBG in advance of any such proposed modifications to any system or process and the likely risk (if any) to the security of any GBG Data;
 - (b) if there is any likelihood of an increased risk to GBG Data then the Supplier shall not proceed with the modification without first obtaining GBG's prior written consent; and
 - (c) it shall, if the security of any GBG Data is so negatively affected, restore the security of the End User without undue delay to GBG's sole satisfaction.
- 8.6 The Supplier must record logs of network activity and retain the ability to inspect these logs in the event of a suspected or realised security breach.
- 8.7 The Supplier shall ensure all Personal Data sent to GBG shall be encrypted and where encryption is used, the Supplier shall ensure only approved industry standard algorithms are used.
- 8.8 The Supplier shall ensure where any GBG Data is required to be transmitted by any means and/or protocol outside of the Supplier's corporate network that it must be protected and that prior to such onward transmission, the Supplier obtains the prior written approval from GBG.
- 8.9 The Supplier must ensure that required patches and information security fixes are applied to all devices, applications and infrastructure used to store or process GBG Data. Patches and fixes must be tested prior to roll-out and should be deployed as rapidly as practicable.
- 8.10 The Supplier shall ensure that sufficient controls and procedures are in place to prevent unauthorised deployment of network connections and equipment.
- 8.11 In relation to protection from malicious software, the Supplier shall implement controls to prevent and detect the introduction of malicious software and viruses into any systems holding GBG Data in relation to Services.

9. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

- 9.1 The Supplier shall ensure that development activities are carried out in accordance with a documented system development methodology.
- 9.2 The Supplier shall maintain segregation of the Supplier's development and test environments to reduce the risks of unauthorised access or changes to the operational system.
- 9.3 The Supplier shall ensure that information security and secure coding standards for the system under development shall be followed when designing the system.
- 9.4 The Supplier shall ensure that all system requirements (including functional and technical specifications and information security requirements) shall be documented and agreed before detailed design commences.
- 9.5 The Supplier shall ensure that quality assurance of key information security activities is performed during the development lifecycle.
- 9.6 The Supplier shall ensure that system build activities shall be carried out in accordance with Good Industry Practice, performed by individuals with the relevant skills and provided with the relevant tools. The Supplier shall inspect all system build activities to identify unauthorised modifications or changes which may compromise security controls.
- 9.7 The Supplier shall ensure that all elements of the Supplier Systems are tested at all stages of the software development lifecycle before the system is promoted to the live environment.
- 9.8 The Supplier shall undertake post-implementation reviews for all major changes.
- 9.9 The Supplier shall ensure that segregation of duties is in place for system development, including ensuring that system developers do not have access to the live environment, unless in an emergency. Such activities in these circumstances shall be logged and subject to independent review.

10. THIRD PARTY/SUB-CONTRACTOR RELATIONSHIP

- 10.1 The Supplier shall ensure that, for any service required to be supported by a third party, shall only be obtained from service providers capable of providing security controls no less rigorous than those that the Supplier is required to comply under the Agreement and this Schedule. Such services shall be provided under appropriate contracts which include as a minimum all security terms set out in this Schedule and the Agreement.
- 10.2 The Supplier shall ensure that all agreements with sub-contractors include a right for the Supplier to conduct a security assessment and/or audit for the purposes of ensuring they are meeting the Supplier's obligations under this Schedule and the Agreement.

- 10.3 The Supplier shall have a documented process for assessing sub-contractors and other third parties for compliance with security controls requirements. The process shall include the scheduling of third-party assurance activity, identification of gaps, reporting and tracking of remediation where required.
- 10.4 The Supplier shall ensure that there is an agreed, documented process which is implemented for handling the termination of third-party agreements with third parties or sub-contractors.

11. INFORMATION SECURITY INCIDENT MANAGEMENT

- 11.1 The Supplier shall ensure it maintains and reviews an effective privacy and security incident response plan.
- 11.2 The Supplier shall have procedures in place to report any security incident to GBG in accordance the Schedule.
- 11.3 The Supplier agrees not to notify any regulatory authority, nor any customer, on behalf of GBG unless GBG specifically requests in writing that the Supplier do so and GBG reserves the right to review and approve the form and content of any notification before it is provided to any party.

12. PCI-DSS COMPLIANCE

- 12.1 This section is only applicable where the Supplier is required to be PCI-DSS compliant or accredited or where the Supplier may access, process, hold, store or impact End User cardholder detail. If this section is applicable, the Supplier shall ensure that:
- (a) it is PCI-DSS certified, and will maintain such PCI-DSS certification for so long as the Supplier retains End User employee or customer credit card-holder data under the Agreement; and
 - (b) if for any reason the Supplier fails to maintain PCI-DSS certification then the Supplier shall notify GBG without undue delay. GBG reserves the right to request that the Supplier immediately cease to access or process End User cardholder data. The reasons for this non-compliant status will be provided to GBG together with details of any remedial action to be taken.

13. MISCELLANEOUS

- 13.1 The information security provisions contained in this Schedule 2 are not exhaustive and the Supplier must carry out any additional security requirements to ensure compliance with its obligations under the Privacy and Data Protection Requirements including but not limited to GDPR where applicable.