

Scannet: Hardware, Software and Service Agreement

GENERAL TERMS AND CONDITIONS

These General Terms shall apply to all use of the Scannet Hardware, Software and Service. Additional Hardware Terms may also apply depending on whether Hardware is purchased from GBG, rented from GBG or leased via a financing arrangement with either Tower or Bluestone. The Hardware Terms and Good Practice Guide are attached to the Agreement as appendices and shall form part of the Agreement where selected on the relevant Order Form.

1 DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

"Agreement" means these General Terms, the Hardware Terms, the Schedules and the relevant Order Form, which in the case of conflict rank in the order of precedence set out above.

"Alert Sharer" means a Client who has selected to access the Scannet Shared Alert System. The Client shall be classed as an Alert Sharer where this option is selected on the Order Form.

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

"Bluestone" means Bluestone Leasing Limited (Company No: 02519389) whose registered office is Lakeside House, Navigation Court, Wakefield, WF2 7BL.

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

"Charges" means all charges for the Hardware, Software and Service (including the Licence Fees, Rental Fee or Finance Payment as applicable) as set out in the Order Form during the Initial Period and thereafter shall mean GBG's standard pricing.

"Client" means the organisation, firm, company or public authority named on the Order Form that receives the Hardware, Software and/or Service.

"Client Data" any data provided to GBG by the Client for processing in accordance with the terms of the Agreement including where relevant any Personal Data.

"Client Information" means Client Data and any other materials provided or otherwise made available to GBG by or on behalf of the Client (including the Input Materials).

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Client Information, 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 the 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 the contract start date on the Order Form.

"Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the Controller) may be designated by those laws or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

"Data Supplier" means GBG's third party data suppliers that provide Supplier Data for use in the products and services.

"Data Protection Notice" means the fair processing notice provided to a Data Subject by the Client prior to processing their Personal Data using the Hardware, Software and/or Service. Where the Client is using the Hardware, Software and/or Service to capture, store and/or verify a Data Subject's Identity Document on entry to a premises or venue, the Data Protection Notice should comply with the Good Practice Guidance.

"Data Subject" means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement, this may include an individual whose details are provided to GBG by the Client as part of the Client Data, processed using the Software or Hardware or shared via the Scannet Shared Alert System.

"EEA" shall have the same meaning as given to it in clause 9.6.

"EU Model Clauses" has the meaning given to it by the European Commission.

"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; compliance with any law or governmental order, rule, regulation or direction; and/or default, non-performance or late performance of suppliers or sub-contractors caused by an event of force majeure or the insolvency of such suppliers or sub-contractors.

"Facilitation of Tax Evasion" means (a) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person (b) aiding, abetting, counselling or procuring Tax Evasion by another person (c) 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 Client.

"Finance Period" means the term of the Finance Agreement.

"Finance Payment" means the Charges or charges payable by a Finance Provider for the purchase of the Hardware by that a Finance Provider, the licence of the Software by the Client from GBG during the Finance Period only and for continued technical support as part of the Standard Support Services during the Finance Period only where the Hardware has been purchased by a Finance Provider and leased to the Client in accordance with Appendix 3 of the Hardware Terms.

"Finance Provider" means either Tower or Bluestone, as applicable.

"Financier" means any of the financial institutions appointed by the Finance Provider to provide finance to the Client.

"Forensic Document Checking Service" means the review of an Identity Document by a Forensic Document Examiner and the provision of additional advice and guidance in relation to that Identity Document in accordance with the terms of Clause 8 of Schedule 2. This is an additional Professional Service and may be added as an optional component on the Order Form.

"Forensic Document Examiner" means a person trained to detect signs of forgery in images of Identity Documents.

"GBG" means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211, or its Group Companies as indicated on the Order Form.

"GDPR" means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded

from time to time, including by GDPR and laws implementing or supplementing GDPR.

“Good Practice Guidance” means the wording that should be incorporated into the Client’s Data Protection Notice, where the Hardware, Software and/or Service is used to capture, store and/or verify a Data Subject’s Identity Document on entry to a premises or venue and set out in Appendix 4 of the Hardware Terms.

“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,
- (d) or if it is a subsidiary of a company that is itself a subsidiary of that other company.

“Hardware” means the equipment purchased or rented from GBG or leased via a finance arrangement with a Finance Provider by the Client as detailed on the Order Form.

“Hardware Terms” means the special terms and conditions relating to the provision of the Hardware as set out in the appendices to the Agreement which will apply where specified in the Order Form.

“Helpdesk” means the helpdesk facility provided by GBG to handle enquiries regarding the Software, Hardware and Service as more particularly described in Schedule 1.

“Identity Document” means a document processed via the Service, which may be used to prove a person's identity or address. For example, a passport, driving licence, National Identity card, utility bill or bank statement.

“IDscan Turkey” has the meaning given to it in clause 9.15.

“Initial Period” means the period specified on the Order Form starting on the Contract Start Date.

“Information Sharing Agreement” or **“ISA”** means the contractual document which sets out the terms on which an Alert Sharer may access the Scannet Shared Alert System and use of the data contained within the Scannet Data Repository made available to the Client and incorporated into the Agreement by reference.

“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.

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680) (as transposed into domestic legislation of each Member State) as may be applicable with regard to the processing of Personal Data by a competent authority (as defined in the LED) for the purposes of prevention, investigation, detection or prosecution of criminal offences or execution of criminal penalties.

“Licence Fees” means the monthly Charge paid in advance as set out in the Order Form for the licence of the Software by the Client from GBG and for continued technical support as part of the Standard Support Services where the Hardware has been purchased in accordance with Appendix 2 of the Hardware Terms.

“Licence Package” means the scope of the Licence granted to the Client for the use of the Service specified in the Order Form, including the applicable number of Permitted Users.

“Order Form” means the order form annexed to or relating to the Agreement as accepted by the Parties.

“Output Material” means all information provided to a Client by GBG including the results of any enquiry or search, reports, certificates or management information relating to the Client’s use of the Software and Service.

“Party” means a party to the Agreement and **“Parties”** shall be construed accordingly.

“Permitted User” means anyone who has been given access to the Hardware, Software, Service and/or Scannet Shared Alert System by the Client in accordance with the terms of the Agreement, subject to any restrictions on the number of Permitted Users set out in the Order Form.

“Personal Data” means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

“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.

“Prepayments” means any prepayments of the Charges to be made by the Client as indicated on the Order Form.

“Privacy and Data Protection Requirements” means all applicable laws and regulations relating to the processing of Personal Data and privacy in any relevant jurisdiction, including, if relevant, GDPR, LED the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority (such as the Information Commissioner’s Good Practice Note: Use of ID scanning devices in pubs and clubs), any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

“Processor” means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

“Professional Services” means the professional services as indicated on the Order Form and provided in accordance with the terms of Schedule 2.

“Renewal Period” means each period of 12 months commencing on the expiry of the Initial Period and each anniversary thereafter.

“Rental Fee” means the monthly Charge paid in advance as set out in the Order Form for the rental of the Hardware from GBG, the licence of the Software and for continued technical support as part of the Standard Support Services where the Hardware is rented by the Client from GBG in accordance with Appendix 1 of the Hardware Terms.

“Scannet Data Repository” means the central repository of data and information created using the Hardware, Software and Service which is shared with other Alert Sharers and is hosted by GBG.

“Scannet Shared Alert System” means the system operated by GBG which allows Alert Sharers to share Personal Data and information gathered using the Scannet Hardware, Software and Service.

“Service” means IDscan Scannet, Identity Document checking services provided by GBG to the Client as a result of the use of the

Hardware and Software, Forensic Document Checking Service where relevant and/or the Standard Support Services and/or the Professional Services as detailed in the Order Form together with any other ancillary services provided by GBG to the Client pursuant to the Agreement.

“Software” means computer software application(s) developed and owned by GBG or licensed by GBG from third party sources, that operates with the Hardware to perform Identity Document checking services.

“Standard Support Services” means the standard support services provided in accordance with the terms of Schedule 1.

“Sub-processor” means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

“Supervisory Authority” means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

“System Administrator” means the individual(s) named as such on the Order Form or their replacement(s) as notified to GBG by the Client who will be familiar with the use of the Hardware, Software and Service and be the first point of contact for all Permitted Users.

“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.

“Tower” means Tower Leasing Limited (Company No: 02296333) whose registered office is 2nd Floor, Columbia, Station Road, Bracknell, Berkshire, RG12 1LP.

“User Profile” means the specific configuration of the Hardware, Software or Service created for the Client as detailed on the Order Form.

- 1.2 The headings in the Agreement do not affect its interpretation.
- 1.3 References to clauses, sections and appendices are to clauses, sections and appendices of the 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 The Agreement will start on the Contract Start Date and will continue for the Initial Period and shall automatically renew for further Renewal Periods unless terminated earlier in accordance with clause 7.3(c) or clause 11 of these General Terms.

3 DELIVERY OF THE HARDWARE, SOFTWARE AND SERVICE

- 3.1 GBG will provide the Client with the Hardware, Software and Service detailed in the Order Form in accordance with the terms set out in the Agreement.
- 3.2 GBG will use reasonable endeavours to deliver the Hardware and Software and to provide the Service in accordance with any timetable agreed with the Client. However, the Client acknowledges and accepts that any dates given by GBG are estimates only and that delivery of the Hardware and Software and provision of the Service will be dependent upon the Client’s timely cooperation with GBG as well as other factors outside of GBG’s reasonable control.
- 3.3 Risk associated with the Hardware shall pass to the Client on delivery or with the passing of title in the Hardware, whichever occurs first; provided that, where delivery is delayed on account of circumstances caused by or within the responsibility of the Client, risk of loss shall pass to the Client upon GBG’s notification that the Hardware is ready for dispatch.

- 3.4 The Client is solely responsible for checking the condition of the Hardware on delivery. The Client shall notify GBG within twenty-four (24) hours of receipt of any defects in the Hardware that it detects. Failing such notification, it shall be conclusively presumed as between GBG and the Client that the Hardware was received by the Client in good condition and has been deemed accepted.
- 3.5 Unless otherwise specified in writing in the Order Form, all charges, expenses or taxes associated with the delivery of the Hardware shall be agreed in advance and paid for by the Client.
- 3.6 Deliveries and installations carried out by GBG on Client premises as part of the Professional Services are limited to out-of-the-box set-up of the GBG Hardware and Software. GBG employees are not insured or contracted to perform other electrical or technical work.
- 3.7 The Client acknowledges and accepts that occasionally GBG, in providing the Software and Service, may be required to:
 - (a) change the technical specification of the Software and Services for operational reasons, however, GBG will ensure that any change to the technical specification does not materially reduce or detrimentally impact the performance of the Service;
 - (b) give the Client instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Client’s non-compliance with such instructions; and/or
 - (c) suspend the use of the Software or Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case GBG will give the Client as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.
- 3.8 The Client shall be responsible for:
 - (a) ensuring all premises and facilities are electrically and technically prepared for the installation of the Hardware and Software;
 - (b) ensuring that it has a minimum of one System Administrator;
 - (c) informing GBG of any changes to the Client’s System Administrator’s contact details without undue delay;
 - (d) providing the telecommunications and network services and correctly configured equipment as may be required to correctly set up a specific aspect of the Hardware or Software (e.g. WiFi or cable connection) or needed to connect to the Hardware and Software; and
 - (e) the configuration and management of access to the Hardware and Software including configuration of the Client’s network, firewall, DNS (domain name system), routers, personal computers and User Profile.
- 3.9 The Client must inform GBG, without undue delay, of any changes to the information which the Client supplied within the Order Form.

4 USE OF THE HARDWARE, SOFTWARE AND SERVICE

- 4.1 The Client shall comply with these General Terms and all relevant Hardware Terms and Schedules to the Agreement.
- 4.2 The Client must retain back-up copies of all Client Information provided to GBG.
- 4.3 The Client must ensure that any software, equipment and materials which are used with the Hardware, Software or Service:
 - (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third party licensor; and
 - (b) are technically compatible with the Hardware, Software and Service.
- 4.4 The Client shall ensure that the Hardware is operated within normal operating temperatures of 60 C to 340 C and that the Hardware and

Software has an ongoing uninterrupted connection to the internet and has access to GBG's licence manager website (<https://lic.idscanbiometrics.com> or such other web address as advised by GBG from time to time) for a minimum period of thirty (30) minutes per day to permit renewal of the Software.

- 4.5 Where the Client has selected to access the Scannet Shared Alert System as an Alert Sharer and where the Client has agreed to comply with the terms of the Information Sharing Agreement, the Client may also use the Hardware, Software and Service for the purpose of accessing and contributing to the Scannet Data Repository.
- 4.6 The Client warrants that it will use and operate the Hardware, Software and Service in a proper and prudent manner and that it shall only access the Hardware, Software and Service as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 4.7 The Client acknowledges and accepts, that GBG shall have no responsibility for any damage to the Hardware or Software caused by improper use of the Hardware or Software or failure of the Client to follow: any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware and Software provided by GBG; and/or good trade practice.
- 4.8 The Hardware, Software and Service are provided solely for the Client's own internal use. The Client must not resell (or attempt to resell), sub licence (or attempt to sub licence), transfer (or purport to transfer) the Hardware, Software or Service (or any part or facility of it) to any third party.
- 4.9 The Hardware, Software and Service are protected by Intellectual Property Rights. The Client must not copy, store, adapt, modify, transmit or distribute the Hardware, Software or Service or permit anyone else to do the same.
- 4.10 The Client shall be responsible for the creation and maintenance of all Client Information provided to GBG as part of its use of the Service.
- 4.11 The Client warrants that 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 Client and its use of the Hardware, Software and Service including those which relate to the provision of Client Information.
- 4.12 The Client is responsible for the acts and omissions of all Permitted Users of the Service and is liable for any failure by a Permitted User to perform or observe the terms and conditions of the Agreement and any instructions issued under clauses 3.7(b) and 4.3(a).
- 4.13 If the Client uses the Service in contravention of clauses 4.3, 4.4, 4.6, 4.8, 4.9, 4.11 or 4.12 then GBG shall be entitled to treat the contravention as a material breach of the Agreement which cannot be remedied for the purposes of paragraph 11.3(b).
- 4.14 GBG shall not be responsible for the decisions that the Client makes as a result of the information, Service or data that GBG provides to the Client under the Agreement.
- 4.15 Where relevant, GBG may, in its sole discretion, withhold Output Materials or refuse to carry out or complete any Service set out in the Order Form if in the reasonable opinion of GBG undertaking such would involve a breach by GBG of Privacy and Data Protection Requirements. If GBG refuses to carry out or complete any Service on the above grounds, the Client shall reimburse GBG for any costs or expenses incurred by GBG up to the date of such refusal.
- 4.16 The Client acknowledges and accepts that GBG cannot process payment cards as part of the Service as it does not follow the Payment Card Industry Data Security Standard. Consequently, the Client must not send GBG images of payment cards.

5 SECURITY

- 5.1 The Client is responsible for the security and proper use of all user identities ("User IDs") and passwords used in connection with the Hardware, Software and Service (including maintaining and enforcing a robust password policy.)
- 5.2 The Client shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Client will be responsible for all Charges for the Service where its User ID has been used to access the Service.
- 5.3 The Client must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 5.4 GBG reserves the right to suspend User ID and password access to the Software or Service if at any time GBG reasonably considers that there is or is likely to be a breach of security or misuse of the Software or Service and/or to require the Client to change any or all of the passwords used by the Client in connection with the Software or Service.

6 CHARGES AND PAYMENT

- 6.1 The Client shall pay all Charges due under the Agreement within 28 days of the date of the invoice.
- 6.2 If specified in the Order Form that the Client is to pay the Charges in advance or by direct debit then such payments shall be made on or before the date specified in the Order Form.
- 6.3 Charges will be invoiced and paid in pounds sterling unless otherwise agreed in the Order Form. Where applicable, Value Added Tax (or any other applicable tax or charge in a country where the Service is provided) will be added to the Charges.
- 6.4 If the Client fails to pay any part of the Charges when due, it shall be liable to pay GBG interest on such part of the Charges from the due date for payment at the relevant statutory annual rate.
- 6.5 The Client shall make all payments due under the Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 6.6 If the Client breaches any material term of the Agreement and the Client has received preferential pricing or payment terms under the Agreement, then GBG reserves the right to cease applying any preferential pricing or payment terms as a consequence of the breach. In the event that any preferential pricing or payment terms cease to apply in accordance with this clause 6.6, GBG's standard pricing or payment terms will apply in respect of the Client's continued use of the Service and use throughout the entirety of the Initial Period and any Renewal Period, or if the standard pricing or payment terms that applied on the Contract Start Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, GBG's standard pricing and payment terms will prevail in respect of the Client's continued use of the Service after the Initial Period.
- 6.7 After the expiry of the Initial Period GBG shall be entitled to increase the Charges by giving the Client not less than 30 days' notice of the change. For the avoidance of doubt, GBG will not revise the Charges before the end of the Initial Period.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client acknowledges that all Intellectual Property Rights in the Hardware, Software and Service belong and shall continue to belong to GBG and/or GBG's third party licensors. GBG grants a non-transferable licence to the Client to use the Hardware, Software and Service in accordance with the terms of the Agreement during the Initial Period and any Renewal Period.

- 7.2 GBG acknowledges all Intellectual Property Rights in the Client Information belong and shall continue to belong to the Client. The Client grants to GBG a non-transferable, non-exclusive, royalty free licence to use, process, disclose and copy the Client Information to enable GBG to provide the Service and carry out its obligations under the Agreement.
- 7.3 If any third party makes or threatens to make a claim against GBG, the Client or a Data Supplier that the use of the Hardware, Software or Service or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:
- (a) suspend or withhold any part of the Hardware, Software or Service that is subject to the infringement claim made by the third party;
 - (b) modify the Hardware, Software or Service so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Hardware, Software or Service; or
 - (c) terminate the Agreement upon written notice to the Client and provide a refund to the Client of any Prepayment made by the Client which at the date of termination has not been and will not be credited against Charges due to GBG.
- 7.4 GBG will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that the Client's use of the Hardware, Software and/or Service in accordance with the terms of the Agreement infringes that third party's Intellectual Property Rights (a "**Claim**"), provided that the Client:
- (a) notifies GBG promptly in writing of any Claim;
 - (b) makes no admission or compromise relating to the Claim or otherwise prejudices GBG's defence of such Claim;
 - (c) allows GBG to conduct all negotiations and proceedings in relation to the Claim; and
 - (d) gives GBG all reasonable assistance in connection with 7.4(c) (GBG will pay the Client's reasonable expenses for such assistance).
- 7.5 The indemnity in clause 7.4 does not apply to any Claim arising as a result of the misuse of Hardware, Service or to Claims caused by designs or specifications requested by the Client, or on the Client's behalf.
- 7.6 The Client warrants that:
- (a) it will not use or exploit the Intellectual Property Rights in the Hardware, Software or Service or permit others to use or exploit the Intellectual Property Rights in the Hardware, Software or Service outside of the terms of the licence granted to the Client in clause 7.1 of the Agreement;
 - (b) the use by GBG of the Client Information in accordance with the Client's instructions and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights;
 - (c) all computers, IT systems and/or software which GBG is required to use, access or modify as part of the Professional Services are legally licensed to the Client or are the Client's property and that such activities by GBG will not infringe the rights of any third party;
 - (d) the use of the Hardware, Software or Service in conjunction with any software, equipment, materials and/or services (which are not supplied by GBG) will not infringe the rights of any third party; and
 - (e) GBG's compliance with any designs or specifications provided by the Client, or on the Client's behalf will not infringe the rights of any third party.
- 8 CONFIDENTIALITY AND PUBLICITY**
- 8.1 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 8.3, 8.4 and 8.5 or to the extent necessary for the proper performance of the Agreement.
- 8.2 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.
- 8.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 8.4 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 the 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 8; and
 - (b) as may be required by law, court order or any governmental or regulatory authority;
- 8.5 For the purposes of clause 8, Confidential Information shall not include information which:
- (a) is or becomes generally available to the public (other than through a breach of the Agreement);
 - (b) is lawfully in the possession of the other Party before the disclosure under the 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.
- 8.6 Notwithstanding the terms of this clause 8, once the Order Form has been signed by both Parties, GBG may, with the Client's prior written consent, issue a press release (or if GBG wishes, another form of public communication) relating to the Parties' entry into the Agreement.
- 9 DATA PROTECTION**
- 9.1 Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements.
- 9.2 For the purposes of the Agreement the Client is the Controller and GBG is the Processor. In accordance with the terms of the Information Sharing Agreement, GBG shall act as a co-Controller in relation to all Personal Data stored in the Scannet Data Repository.
- 9.3 The Client warrants and represents that all instructions provided to GBG in relation to the processing of Personal Data contained within Client Data are lawful and shall as a minimum include:
- (a) the nature and purpose of the processing of the Client Data;
 - (b) the types of Personal Data to be processed; and
 - (c) the categories of Data Subjects to whom the Personal Data relates.
- 9.4 The Client shall only provide instructions to GBG that are in accordance with the terms of the Agreement. Such instructions shall be limited to the subject matter of the relevant Service under the Agreement.
- 9.5 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Personal Data for the purposes of carrying out the Service as set out in the Agreement.
- 9.6 The Parties acknowledge and accept that processing of Personal Data belonging to a European Economic Area ("**EEA**") Data Subject and/or the processing of Personal Data in the context of the

activities of an establishment of a Controller or Processor within the EEA shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified on the Order Form as may be applicable) applies:

- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
- (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
- (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

9.7 Where enhanced consent is required under applicable local laws (for example, under the German Act on Identity Cards and Electronic Identification (Personalausweisgesetz, PAuswG) and the German Passport Act (PassG), the Client shall ensure that it obtains specific consent from the Data Subject to copy and store its Identity Documents. Such consent must be obtained for the Client and on behalf of GBG by expressly naming GBG in its communications with the Data Subject. The Client shall keep a copy of the consent obtained and this shall be available to GBG upon request.

9.8 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Client Data, GBG acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the EEA or to an international organisation (unless GBG is otherwise required to process Client Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Client of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in GBG's opinion, any instruction given by the Client to GBG infringes Privacy and Data Protection Requirements;
- (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the Client in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration,

unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;

- (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Client in ensuring compliance with the Client's obligations to;
 - i. keep Personal Data secure (Article 32 GDPR);
 - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
 - iv. carry out data protection impact assessments (Article 35 GDPR); and
 - v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
 - (e) without undue delay, inform the Client of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Client Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Client;
 - (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this clause 9 and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 12.
- 9.9 The Client provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Sub-processors in relation to the Client Data, GBG shall:
- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in the Agreement to the extent applicable to the nature of the services provided by such Sub-processor, in particular, unless otherwise stated providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR;
 - (b) remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this clause 9; and
 - (c) inform the Client of any intended changes concerning the addition or replacement of a Sub-processor with access to Client Data and give the Client the opportunity to object to such changes.
- 9.10 Transfers of Personal Data to third countries or international organisations: GBG shall not cause or permit any Client Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of clauses 9.11 to 9.14 shall apply.
- 9.11 Transfer subject to adequate safeguards: Subject to clauses 9.12 and 9.13, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, Article 37 LED to lawfully transfer the Personal Data to a third country.

- 9.12 Transfers based on adequacy decisions: Clause 9.11 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.
- 9.13 Derogations for specific situations: The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 9.12/Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 9.11/Article 46 GDPR). Where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:
- the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfer for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
 - the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
 - the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
 - the transfer is necessary for important reasons of public interest;
 - the transfer is necessary for the establishment, exercise or defence of legal claims;
 - the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
 - the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.
- The terms of this clause 9.13 shall not apply where the Client is subject to LED. In such circumstances clause 9.14 shall apply.
- 9.14 Derogations for specific situations where the LED is applicable to the Client: The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the Service are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 9.12/Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 9.11/Article 37 LED). In such circumstances the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:
- the transfer is necessary to protect the vital interests of the Data Subject or another person;
 - the transfer is necessary to safeguard legitimate interests of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
 - the transfer is necessary for the prevention of an immediate and serious threat to public security of a Member State or a third country;
 - in individual cases for the purposes set out in Article 1 (1) LED; or
- in individual cases for the establishment, exercise or defence of legal claims relating to the purposes set out in Article 1 (1) LED.
- 9.15 The Client acknowledges and agrees that Client Data may be transferred outside the EEA to a GBG Group Company in the course of providing the Service. GBG shall be responsible for ensuring that such Group Company complies with relevant Privacy and Data Protection Requirements, the terms of the Agreement and that such transfer is subject to adequate safeguards in accordance with clause 9.11 or based on an adequacy decision in accordance with clause 9.12.
- 9.16 Standard Support Services and/or Professional Services may be carried out by GBG's Group Company, IDscan Research Bilsim Teknolojileri Sanayi Ticaret Limited Sirketi, based in Turkey ("**IDscan Turkey**"). GBG has an agreement in place with IDscan Turkey to maintain appropriate safeguards in relation to the transfer of any Personal Data required as a result of the provision of the Service. The Client hereby grants GBG a mandate to conclude EU Model Clauses with IDscan Turkey on behalf of the Client and customers generally. GBG shall be entitled to sign the EU Model Clauses as Processor on behalf of its Clients and shall not be required to name the Client in such document.
- 9.17 The Client shall ensure that all Permitted Users receive appropriate data protection and information security training before using or accessing the Hardware, Software and/or Service and that all Permitted Users are familiar with the terms of its Data Protection Notice.
- 9.18 The Client acknowledges and agrees that it is responsible for:
- ensuring each Data Subject is provided with, or has made readily available to it a copy of the Client's Data Protection Notice containing: the identity of the Client; the purpose, or purposes, for which any data or information gathered using the Hardware, Software and/or Service will be processed; and further information necessary, in the specific circumstances, to enable the processing in respect of each Data Subject to be fair; and
 - where the Hardware, Software and/or Service is used to capture, store and/or verify a Data Subject's Identity Document on entry to a premises or venue; (i) displaying an appropriate Data Protection Notice (incorporating the Good Practice Guidance) at the points of entry to participating venues; (ii) posting a copy of such Data Protection Notice on the Client's website in a publically accessible place; and (ii) providing a Data Protection Notice card to Data Subjects on entry to participating venues.
- 9.19 Although GBG may from time to time provide the Client with best practice guidance regarding the use of the Hardware, Software and/or Service in compliance with Privacy and Data Protection Requirements, the Client acknowledges and accepts that is solely responsible for establishing its own data protection policies, Data Protection Notice and any internal guidelines for the use and retention of Personal Data including all data gathered using the Hardware, Software and/or Service.
- 9.20 In the event that GBG has been required to deal with a Data Subject as a result of a decision that the Client has made regarding such Data Subject and GBG is not at fault, the Client will be charged on a time and materials basis for the cost incurred in dealing with such Data Subject.
- 9.21 Identity Documents captured by the Service may be processed by GBG to validate format and security parameters therefore preventing fraud and improving GBG's research into its fraud prevention services. The Client shall ensure that its privacy notice shall contain a statement to reflect the nature of processing carried out by GBG in accordance with the Agreement.

10 LIABILITY

- 10.1 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.
- 10.2 Neither Party excludes or limits its liability in respect of 4.8 (Client's internal use), clauses 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of the Agreement.
- 10.3 Subject to clauses 10.1 and 10.2, each Party's aggregate liability to the other Party under or in connection with the Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable in the 12 month period preceding the breach or £5,000, whichever is the greater.
- 10.4 Subject to clauses 10.1 and 10.2, neither Party shall be liable for loss of profits, business or anticipated savings, destruction or deletion of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 10.5 Whilst GBG shall use reasonable endeavours to ensure that the Hardware and Software is free from infection, viruses and/or any other software code that has contaminating or destructive properties, GBG does not provide any warranties in connection with:
- (a) the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Hardware, Software and Service; and
 - (b) the use of the Hardware, Software and/or Service and/or their suitability to meet the Client's business requirements. Accordingly the Client accepts that the Service was not designed or produced to the Client's individual requirements and that the Client was responsible for its selection.
- 10.6 The Client agrees that except as expressly set out in the Agreement, all warranties, conditions and other terms relating to the Hardware, Software and Service and the Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.
- 10.7 The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 4 (Use of the Service), 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of the Agreement. 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.

11 SUSPENSION AND TERMINATION

- 11.1 GBG may suspend all or part of the provision of the Software and/or Service immediately and without notice in the event that the Client has, or GBG acting reasonably suspects that the Client has, committed a material breach of any term of the Agreement.
- 11.2 Either Party may terminate the Agreement by giving to the other Party at least 90 days' prior written notice of such termination to take effect on the expiry of the Initial Period or on the expiry of a Renewal Period.
- 11.3 Either Party may terminate the Agreement (or, if GBG wishes, part of it) 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 the Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business 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 the 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 where the directors of a company (other than one which is in administration or being wound up) may make a proposal to the company and to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, 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 other applicable legislation;
- (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 11.3(c) to (i) above occurs in any jurisdiction.

11.4 When the Agreement terminates:

- (a) the Client will:
 - cease using the Hardware, Software and Service or, in the case where access to a specific part of the Service has been terminated, cease to use the specified part of the Service; and
 - promptly pay any outstanding and unpaid invoices due for the provision or use of Hardware, Software and/or Service whether the invoice was submitted before or after the termination of the Agreement.
- (b) GBG will cease using the Client Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Client (unless European Union, Member States and/or UK law requires storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).
- (c) The Parties will return or destroy (at the option and request of the disclosing party) any Confidential Information belonging to the other in its possession or control.

11.5 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.

11.6 If GBG terminates the Agreement during the Initial Period following a breach of the Agreement by the Client the Client agrees to pay GBG the Charges due, if any, for the remaining part of the Initial Period in accordance with clause 11.4 (a).

12 AUDIT RIGHTS

12.1 The Parties acknowledge and accept that, due to the nature of the Service provided, a mutual audit right is required for each Party (the "Auditing Party") to be able to verify and monitor the other Party's

compliance with its material obligations under the Agreement (the “Audited Party”). The following provisions of this clause 12 are to give effect to that requirement.

- 12.2 Upon receipt of the Auditing Party’s reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party’s compliance with its obligations under the Agreement. Such information and records may be redacted to remove Confidential Information not relevant to the request.
- 12.3 All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organisation who will act as the point of contact for provision of the information required.
- 12.4 Subject to clauses 12.5 to 12.7, where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to demonstrate compliance or to meet the Auditing Party’s obligations to a regulatory body (or in GBG’s case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party’s premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating the Audited Party’s compliance with its obligations under the Agreement.
- 12.5 Audits shall not be carried out on more than one occasion per year of the Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (or in GBG’s case, a Data Supplier). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or in GBG’s case, such Data Supplier) in respect of any such audit imposed on the Audited Party.
- 12.6 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party’s performance of its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.
- 12.7 The Audited Party shall provide the Auditing Party (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.

13 DISPUTE RESOLUTION

- 13.1 If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (a “Dispute”) then the Parties shall follow the procedure set out in this clause 13, 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 receipt of the Dispute Notice, authorised representatives of GBG and the Client shall attempt in good faith to resolve the Dispute;
 - (b) if the authorised representatives of GBG and the Client are for any reason unable to resolve the Dispute within 10 Business Days of receipt of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Client in an attempt in good faith to resolve the matter; and
 - (c) if following escalation of the Dispute as described in clause 13.1(b), GBG and the Client 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 20.2 of the Agreement.

- 13.2 Notwithstanding clause 13.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should either Party deem it necessary to protect the legitimate business interests of that Party.

14 EVENT OF FORCE MAJEURE

- 14.1 Neither Party shall be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the 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 or more, the Party not affected may terminate the Agreement immediately by giving written notice to the affected Party.

15 NOTICES

- 15.1 Notices required to be given under the 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; and
 - (b) to the Client at the address to which the Client asks GBG to send invoices or the Client’s registered office address (in the case of a corporate body).
- 15.2 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 15; or
 - (b) if sent by first class post, two Business Days after the date of posting.
- 15.3 This clause 15 does not apply to the service of any proceedings or other documents in any legal action.

16 TAX EVASION AND FACILITATION OF TAX EVASION

- 16.1 Both GBG and the Client 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.
- 16.2 Both GBG and the Client 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). In particular, both parties shall implement reasonable procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party whilst acting in that capacity.
- 16.3 Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause.
- 16.4 Any breach of this clause shall be deemed a material breach of the Agreement that is not remediable.

17 ANTI-BRIBERY AND CORRUPTION

- 17.1 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) have and shall maintain in place throughout the term of the 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 the Agreement.

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

18 MODERN SLAVERY

18.1 In performing its obligation under the Agreement, GBG 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; and
- (b) comply with any GBG policy relating to modern slavery and/or human trafficking as required by GBG; and
- (c) take all reasonable steps to ensure that slavery and human trafficking are not taking place in its business.

19 MISCELLANEOUS

19.1 Agreed changes to the Agreement will be recorded in writing and will form part of the Agreement when signed by authorised signatories of both Parties.

19.2 Subject to clause 19.4, neither Party may assign or transfer (in whole or in part) any of its rights or obligations under the Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).

19.3 For the avoidance of doubt, GBG will not withhold its consent to a Client assignment unless the assignment:

- (a) could put GBG in breach of regulatory requirements;
- (b) could put GBG in breach of its Data Supplier obligations;
- (c) could conflict with the provisions set out in the Additional Terms; or
- (d) is to a competitor of GBG.

19.4 Notwithstanding clause 19.2, GBG may assign such rights or obligations to a GBG Group Company without consent.

19.5 A person who is not Party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.

19.6 The Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.

19.7 The Parties agree that:

(a) neither Party has been induced to enter into the Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with the 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.

19.8 If any provision of the 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 the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

19.9 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

19.10 No failure or delay by a Party to exercise any right or remedy under the 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.

19.11 Unless otherwise stated herein, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

20 GOVERNING LAW AND JURISDICTION

20.1 By entering into the Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of the Agreement and that they agree to be bound by these.

20.2 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 13 both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring enforcement proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.

Scannet Hardware, Software and Service Agreement

HARDWARE TERMS AND GOOD PRACTICE GUIDE

These appendices will apply in addition to the General Terms and any applicable Schedule where stated on the Order Form. Any definition not provided in these appendices shall have the same meaning as set out elsewhere in the Agreement.

APPENDIX 1 – HARDWARE RENTAL TERMS

Where the Order Form specifies that the Hardware is rented, the following provisions shall apply in addition to the General Terms:

1 DEFINITIONS

1.1 In these terms and conditions, unless the context clearly indicates otherwise:

“Failure to Return Payment” means the Charge of five thousand pounds (£5000) payable by the Client to GBG in accordance with clause 5.5 of this Appendix 1 in the event of Total Loss or if the Client fails to return the Hardware to GBG on or before the Return Date.

“Location” means the premises on which the Hardware is installed as set out in the Order Form or such other location as may be agreed between the Parties during the Rental Period.

“Missed Payment Fee” means the fee of thirty nine pounds (£39) payable by the Client to GBG in the event of a missed payment in accordance with clause 6.4 of this Appendix 1.

“Payment Date” means the fixed date in each month on which the Rental Fee for the following month is due as specified in the Order Form.

“Rental Period” means the term specified in the Order Form as the period during which the Hardware is to be rented.

“Return Date” means the date specified in the Order Form as the date on which the Hardware must be returned to GBG or twenty one (21) days after the expiry of the Rental Period whichever is the latter.

“Scheduled Payment Fee” means the monthly fixed Charge of thirty nine pounds (£39) payable by the Client to GBG if the Client has selected to pay GBG via scheduled payment.

“Total Loss” means loss of the Hardware through accident or theft, or damage to the Hardware which is beyond economical repair

2 RENTAL PERIOD

2.1 The Rental Period will commence on the date on which the Hardware is delivered and installed at the Location and shall continue for the Rental Period specified in the Order Form, unless the Agreement is terminated earlier in accordance with the General Terms.

2.2 The Rental Period may be extended by mutual written agreement of Authorised Signatories of both Parties.

3 USE OF THE RENTED HARDWARE

3.1 The Hardware shall at all times remain the property of GBG and is provided to the Client solely on a rental basis.

3.2 The Client shall have no right, title or interest in or to the Hardware save the right to possession and use of the Hardware as set out in the General Terms and this Appendix 1.

3.3 The Client warrants it that shall take all reasonable and proper care of the Hardware and that it shall at all times keep and maintain the Hardware in good and substantial repair, condition and appearance whilst it is in its possession in order to keep the Hardware in the same

operating condition as it was on the commencement of the Rental Period.

3.4 The Client shall be solely responsible for any damage caused to the Hardware whilst in its possession apart from fair wear and tear.

3.5 The Client may not remove, alter, affix to, disfigure or cover up any numbering, lettering or insignia displayed upon the Hardware or any warnings or documentation thereon without GBG’s prior written consent.

3.6 The Client must keep the Hardware within its possession and control at the Location at all times during the Rental Period. The Client must not change the Location or move the Hardware at any time without the prior written consent of GBG.

3.7 The Client must not transfer the benefit of the Agreement or do anything which affects GBG’s rights in the Hardware, including selling or disposing of the Hardware; or using the Hardware as a security for a debt or any other obligation. If the Hardware is kept at a Location which is a rented property in Scotland, it must not form part of the landlord’s hypothec.

4 RETURN OF THE HARDWARE

4.1 Upon termination of the Rental Period the Client shall at its own expense, restore the Hardware to its original condition (fair wear and tear excepted) and return the Hardware to GBG at such place in the United Kingdom that GBG shall designate on or before the Return Date.

4.2 In restoring the Hardware to its original condition, the Client shall remove all Client Information from the Hardware. Save as set out in clause 4.3 below, GBG accepts no responsibility for any Client Information which remains on the Hardware following the end of the Rental Period.

4.3 In the event that the Agreement is terminated, GBG may, at its discretion, act as a Data co-Controller to restore the Hardware to its original condition by removing all Client Information, including any Personal Data stored on it, in order to ensure compliance with GDPR.

5 DAMAGE, LOSS OR FAILURE TO RETURN

5.1 The Client must immediately notify GBG of any loss or damage to the Hardware which occurs during the Rental Period.

5.2 The Client shall allow GBG or its authorised representatives to access the Location and to inspect the Hardware at all reasonable times to check compliance with the terms of this Appendix 1.

5.3 The Client acknowledges and accepts that GBG will assess the condition of the Hardware on the Return Date and where it elects to do so, periodically during the Rental Period. In the event that the Hardware is damaged (fair wear and tear excluded), GBG shall be entitled to invoice the Client for the full costs of repair of the Hardware.

5.4 In the event that the Client fails to return the Hardware on or before the Return Date, the Client acknowledges and accepts that GBG will need to enter the Location and take such action as is necessary to repossess the Hardware. GBG shall not be under any liability for any loss or damage sustained as a result of the repossession of the Hardware.

5.5 The Client acknowledges and accepts that in the event of Total Loss or if the Client fails to return the Hardware that GBG will be unable to sell or rent the Hardware to another client and it will be unable to recoup its investment in the residual value of the Hardware. In such circumstances, the Client shall pay GBG the Failure to Return Payment to compensate GBG for its loss within fourteen (14) days of receipt of GBG’s written notice to do so.

5.6 GBG may at its discretion elect to replace any Hardware which is lost or damaged at the Client's expense. However, nothing in this clause 5 of Appendix 1 shall oblige GBG to provide the Client with a replacement.

6 RENTAL FEE

- 6.1 The Rental Fee will be determined by reference to the length of the Rental Period; and the type and quantity of the Hardware provided in accordance with the Agreement.
- 6.2 The initial Rental Fee shall be as set out in the Order Form, however, the Client acknowledges and accepts that GBG may alter or amend the Rental Fee payable at any time during the Rental Period by giving the Client no less than thirty (30) days' notice to do so.
- 6.3 All Rental Fees shall be paid by direct debit or scheduled payment. Clients that opt for scheduled payment shall also pay a Scheduled Payment Fee.
- 6.4 In the event the Client fails to pay the Rental Fee on the Payment Date, GBG may, without prejudice to any other right or remedy that it may have, issue a notice to the Client advising them of the failed payment and may charge a Missed Payment Fee.
- 6.5 In the event that the outstanding Rental Fee and the Missed Payment Fee are not paid within fourteen (14) days of the date of issuance of the notice in accordance with clause 6.4, then without limiting the other remedies available to it, GBG may at its option recover the Hardware, cease providing any ancillary Services and/or terminate the Agreement.
- 6.6 If the Client does not pay the Licence and/or Rental Fees by the 20th day of each month the Software will be deactivated on the first day of the next month. The Client will not be able to utilise the Software or Service until payment is made.

7 INSURANCE

- 7.1 During the Rental Period, the Client shall, at its own expense, provide and maintain insurance for the Hardware against all loss and damage, in an amount equal to the full replacement value of the Hardware and insurance to cover any third party or public liability risks arising directly or indirectly out of the possession or use of the Hardware ("**Insurance**").
- 7.2 The Insurance shall commence on date of delivery and installation of the Hardware and shall extend for the Rental Period up to and including the date when the Hardware is returned to GBG as acknowledged by GBG in writing.
- 7.3 The Client shall ensure that GBG's interest in the Hardware is endorsed in any Insurance policy procured by the Client to provide the coverage in accordance with this clause 7.
- 7.4 The Client shall, upon request by GBG, provide GBG with evidence of Insurance, including up to date insurance certificates.
- 7.5 In the event the Client fails to provide evidence of Insurance when requested, GBG may, at its discretion and for such period as it thinks fit, arrange to obtain Insurance on behalf of the Client. In such case, the Client will appoint GBG as its agent to arrange for the Insurance and Client will pay the full cost of the Insurance, which GBG will collect from Client as an additional Charge alongside the Rental Fee.
- 7.6 The Client must immediately notify GBG of any Insurance claim relating to the Hardware. The Client must not settle any Insurance claim relating to the Hardware without GBG's prior written consent. The Client appoints GBG as its agent for receiving Insurance settlements. The Client agrees that it shall tell the Insurance company that any settlements from a Total Loss claim should be paid to GBG, as the Client's agent.

7.7 Any Insurance settlement received by GBG from the Client's insurers will be credited to any amount payable by the Client to GBG in accordance with clause 5.5 of this Appendix 1.

APPENDIX 2 – HARDWARE PURCHASE TERMS

Where the Order Form specifies that the Hardware is purchased the following provisions shall apply in addition to the General Terms:

1 TITLE

- 1.1 Title in Hardware purchased by the Client from GBG shall pass to the Client only upon full payment by the Client for the purchased Hardware.
- 1.2 Hardware purchased by the Client from GBG, but not fully paid for, shall at all times remain the property of GBG and the Client shall have no right, title or interest in or to the Hardware, notwithstanding the delivery of the Hardware to the Client.
- 1.3 The Client shall at GBG's request take any measures necessary under the applicable law to protect GBG's title in the Hardware and lawfully notify the Client's creditors or potential creditors of GBG's title on and interest in the Hardware.
- 1.4 The Client acknowledges that so long as title in the Hardware has not been transferred, the Client holds the Hardware as bailee and fiduciary agent for GBG and shall safely and securely store and keep the Hardware in good condition and shall record GBG's ownership of the Hardware in its books. Notwithstanding this, the Client may use the Hardware as permitted by the Agreement, but may not sell, rent or otherwise dispose of the Hardware without GBG's prior written consent.

2 PAYMENT OF CHARGES

- 2.1 The Charges for the purchase of the Hardware shall be as set out in the Order Form. All Charges due for the purchase of the Hardware, shall be paid by the Client in accordance with the payment provisions set out in the General Terms.
- 2.2 The use of the Software during the Initial Period and any Renewal Period shall be subject to the payment of Licence Fees. If the Client fails to pay Licence Fee on or before the due date the license for the use of the Software and Service will automatically be suspended until payment has been received.

3 PROVISION OF SUPPORT

- 3.1 Where the Hardware is purchased, GBG will provide Standard Support Services for the Hardware, for the duration that the Licence Fees are paid, however GBG does not provide a warranty regarding the Hardware.
- 3.2 Damage caused to the purchased Hardware which is deemed deliberate will not be covered by Standard Support Services.

APPENDIX 3 – HARDWARE FINANCE TERMS

Where the Order Form specifies that the Hardware is leased via a finance arrangement with a Finance Provider the following provisions shall apply in addition to the General Terms:

1 DEFINITIONS

- 1.1 In these terms and conditions, unless the context clearly indicates otherwise:
 - "**Applicant**" means a Client that has submitted, or has had submitted on their behalf, an Application.
 - "**Application**" means an application made by an Applicant or GBG on behalf of an Applicant for a Finance Agreement with a Finance Provider in accordance with the terms of this Appendix 3.

“Credit Acceptance” means confirmation from a Finance Provider that it is willing to enter into a Finance Agreement with an Applicant.

“Finance Agreement” means a fixed term finance agreement between a Finance Provider and a Licensee which facilitates the purchase of Hardware by a Finance Provider or a Financier from GBG and the leasing of that Hardware by a Finance Provider or a Financier to the Licensee.

“Finance Period” means the term of the Finance Agreement.

“Finance Provider” means a provider of finance under the Finance Agreement.

“Finance Start Date” means the date on which the Licensee’s Finance Agreement with a Finance Provider comes into force.

“Licensee” means a Client who has received a Credit Acceptance from a Finance Provider and has subsequently entered into a Finance Agreement with a Finance Provider.

2 APPLICATION FOR FINANCE

- 2.1 GBG has an agreement with the Finance Providers which allows either Tower, Bluestone or a Financier to purchase Hardware from GBG for the purpose of leasing the Hardware to Licensees via a Finance Agreement.
- 2.2 On receipt of a Client’s reasonable request, GBG shall work with the Client to make an Application to a Finance Provider for a Finance Agreement. In such circumstances the Client shall be considered to be an Applicant for the purposes of this Appendix 3.
- 2.3 The Applicant shall provide GBG with all necessary information for GBG to submit the Application to a Finance Provider.

3 CREDIT ACCEPTANCES

- 3.1 The Finance Provider shall undertake such credit checks as it deems necessary in relation to an Applicant to enable it to decide whether or not it is prepared to enter into a Finance Agreement with the Applicant.
- 3.2 The Applicant acknowledges and accepts that as part of GBG’s submission of the Applicant’s Application all details provided by the Applicant as part of the Application (including any relevant Personal Data) will be shared with the relevant Finance Provider and that such Finance Provider shall utilise this data and information in accordance with clauses 3.1 and 3.3 of Appendix 3.
- 3.3 The Applicant acknowledges that the Finance Providers may share its Personal Data with other organisations including: (a) credit reference agencies and various financial institutions to prevent fraud and help make decisions about credit for the Applicant and, if appropriate, members of its household; (b) trace debtors to recover debt and prevent money laundering and fraud.
- 3.4 If following receipt of an Application, a Finance Provider requires additional information/documentation to decide whether or not it is prepared to enter into the proposed Finance Agreement, the Finance Provider will notify GBG promptly and GBG shall request the same from the Applicant.
- 3.5 A Finance Provider may decline to accept any Application at its absolute discretion; in such circumstances GBG shall notify the Applicant promptly.
- 3.6 Should a Finance Provider notify GBG that it is willing to enter into a Finance Agreement with the Applicant then such Credit Acceptance will remain valid for a period of 30 days from the date of notification, save that the Finance Provider reserves the right to revoke such Credit Acceptance or to modify its terms in the event that there is a material adverse change in the relevant Applicant’s financial position.
- 3.7 Upon issuing a Credit Acceptance, the relevant Finance Provider will send GBG (on behalf of the Applicant) a Finance Agreement and any additional documentation required as set out in the Credit Acceptance

for completion. GBG shall promptly provide such documentation to the Applicant. Once the Finance Agreement has been signed, the Applicant agrees to return this to GBG, who will then send to the Finance Provider on the Applicant’s behalf for processing.

- 3.8 The risk of underwriting a Licensee’s creditworthiness will be borne by the relevant Finance Provider.
- 3.9 The Finance Provider and/or the Financier reserve the right to withdraw the Credit Acceptance at any point up to and including the point of activation irrespective of any signed documentation by the Applicant.

4 FINANCE AGREEMENT

- 4.1 The Applicant shall notify GBG promptly following receipt of the Credit Acceptance, draft Finance Agreement and any additional documentation whether it wishes to go ahead and sign the Finance Agreement. In such circumstances, the Applicant shall ensure that the Finance Agreement and any additional documentation required by the relevant Finance Provider has been fully and correctly completed and properly executed by the authorised signatory of the Licensee referred to in the Finance Agreement.
- 4.2 Where requested by a Finance Provider, the Licensee shall also provide a signed directors / cross-company guarantee (if applicable), completed by an Authorised Signatory with correct board approval and copy minutes if required and a completed direct debit mandate in the name of the Licensee.

5 DELIVERY, RISK AND INSURANCE

- 5.1 GBG shall deliver the Hardware to the Licensee following the signature of the Finance Agreement and the Agreement by the Licensee. On receipt of the Hardware the Licensee shall complete, sign and provide to GBG, a certificate of delivery and acceptance in the form agreed by a Finance Provider within 7 days. Should the Licensee fail to provide such certificate within this time period, it may result in GBG being unable to continue to provide the Hardware and/or GBG may accept such failure as the Licensee’s complete satisfaction with the Hardware and the Hardware will be deemed accepted.
- 5.2 GBG warrants to the Licensee that, unless otherwise specified in the Agreement, the Finance Agreement or communicated to the Licensee (or as may be agreed between the Licensee, a Finance Provider and GBG), at the time of delivery the Hardware is new and unused and of satisfactory quality and reasonably fit for purpose in line with good industry practice.
- 5.3 Title in Hardware shall pass to a Finance Provider only upon full payment by that Finance Provider.
- 5.4 Risk in the Hardware shall at no time pass to a Finance Provider but shall instead pass directly from GBG to the Licensee at the time of delivery of the Hardware.
- 5.5 The Hardware shall at all times remain the property of the relevant Finance Provider and is provided to the Licensee solely on a rental basis in accordance with the terms of the Finance Agreement.
- 5.6 The Licensee shall have no right, title or interest in or to the Hardware save the right to possession and use of the Hardware as set out in the General Terms and this Appendix 3.
- 5.7 The Licensee warrants that it shall take all reasonable and proper care of the Hardware and that it shall at all times keep and maintain the Hardware in good and substantial repair, condition and appearance whilst it is in its possession in order to keep the Hardware in the same operating condition as it was on the commencement of the Finance Period.
- 5.8 The Licensee shall be solely responsible for any damage caused to the Hardware whilst in its possession apart from fair wear and tear.

- 5.9 The Licensee may not remove, alter, affix to, disfigure or cover up any numbering, lettering or insignia displayed upon the Hardware or any warnings or documentation thereon without GBG's prior written consent.
- 5.10 The Licensee must keep the Hardware within its possession and control at the Location all times during the Finance Period. The Licensee must not change the Location or move the Hardware at any time without the prior written consent of GBG.
- 5.11 The Licensee must not transfer the benefit of the Agreement or do anything which affects the relevant Finance Provider's rights in the Hardware, including selling or disposing of the Hardware; or using the Hardware as a security for a debt or any other obligation. If the Hardware is kept at a Location which is a rented property in Scotland, it must not form part of the landlord's hypothec.
- 5.12 During the Finance Period, the Licensee shall, at its own expense, provide and maintain insurance for the Hardware against all loss and damage, in an amount equal to the full replacement value of the Hardware and insurance to cover any third party or public liability risks arising directly or indirectly out of the possession or use of the Hardware. Such insurance shall comply with any terms specified in the Finance Agreement.

6 LICENSEE OBLIGATIONS

- 6.1 The Licensee warrants that it shall at all times comply with its obligations to the Finance Provider in accordance with the terms of its Finance Agreement, including the payment of all rental payments and/or any other sum due under the Finance Agreement.
- 6.2 The Client warrants to GBG that the signatory of any documentation GBG submits to the Finance Provider on the Client's behalf was duly authorised to bind the Client and the Client has the power and capacity to enter into the relevant Finance Agreement. Where required by a Finance Provider, the Client agrees for GBG to undertake all necessary checks to ensure the identity of the entity entering into the Finance Agreement together with the identity of the individual signing on behalf of such entity and the Client will provide to GBG all necessary information in order that such checks can be carried out. The Client agrees to provide a company email address in order that any documentation can be issued.
- 6.3 In signing the Finance Agreement, the Client warrants that it has had sufficient time to review the document and understands its obligations and liabilities.
- 6.4 Further, the Client warrants that all documentation it completes in relation to and including the Finance Agreement has been completed fully and accurately.
- 6.5 Notwithstanding the termination rights set out in the Agreement or the Finance Agreement, the Client acknowledges and accepts that on signing the Agreement and the Finance Agreement, it is bound by the terms and shall have no further rights to terminate the agreements.

7 CANCELLATION

- 7.1 A Finance Provider is entitled to cancel any Credit Acceptance or Finance Agreement without liability in the event that:
- (a) delivery and (if applicable) installation of the Hardware has not taken place within 30 days of the completion of the relevant Finance Agreement and/or the Licensee has failed to provide the certificate in accordance with clause 5.1 of Appendix 3;
- (b) prior to execution of the Finance Agreement by the Finance Provider any of the following events occur:
- (i) any distress, execution, diligence, pouncing, or other legal process shall be levied on or due against the Hardware or any part thereof or any premises where the same may be or any

- of the Applicant's goods or other property or the Applicant shall permit any judgment against it to remain unsatisfied for 7 days; or the Applicant (being an individual) shall die, have an interim or bankruptcy order made against them or make, propose or negotiate any composition or arrangement with or assignment for the benefit of their creditors; or
- (ii) the Applicant (being a body corporate) shall take any steps to enter into liquidation or administration or shall call any meeting of its creditors or shall have a receiver of all or any of its undertaking or assets appointed or shall be deemed by virtue of section 123 of the Insolvency Act 1986 to be unable to pay its debts;
- (iii) the Hardware value provided does not comply with independent prices checks carried out by a Finance Provider or an authorised third party; or
- (iv) there are any material changes in the status of the Applicant/Licensee.

In such circumstances, GBG and/or the Applicant/Licensee shall notify the other immediately upon becoming aware of such cancellation.

- 7.2 In addition to the termination rights set out in the General Terms, GBG shall be entitled to terminate the Agreement in the event that:
- (a) a Finance Provider withdraws or terminates its Credit Acceptance or Finance Agreement with the Applicant/Licensee; or
- (b) the Applicant/Licensee exercises any right to cancel or withdraw from the Finance Agreement (and does not elect to purchase the Hardware, Software and Service from GBG as a direct Client in accordance with the terms of Appendix 2 within 7 days from the date of cancellation).

8 RETURN OF HARDWARE

- 8.1 On termination of the Finance Agreement, the Licensee shall return the Hardware to the Finance Provider (or to GBG where directed to do so by the Finance Provider) in accordance with the terms of the Licensee's Finance Agreement and the Agreement shall likewise come to an end.
- 8.2 Should the Licensee wish to access the Software, Hardware or Service Agreement following termination of the Finance Agreement, the Licensee shall be required to enter into a new agreement with GBG for such use.

APPENDIX 4 – GOOD PRACTICE GUIDANCE

Where the Order Form specifies that the Hardware, Software and/or Service is to be used to capture, store and/or verify a Data Subject's Identity Document on entry to premises or a venue, the Client must ensure that the following Good Practice Guidance is incorporated into the Client's Data Protection Notice:

_____ is a Scannet User.

Why we ask for your identification (ID)

In order to comply with the Licensing Act 2003 and as a condition of your entry, our staff may ask you to provide official identification.

Why we use Scannet

In addition to ensuring the elimination of underage drinking, the Licensing Act 2003 places strict regulations on licensed venues to protect public safety and prevent crime, disorder and public nuisance. Scannet allows us to verify the age on your ID, confirm that the photo on your ID is actually you and find out if you have been barred from this venue or another Scannet venue has placed an alert on your ID.

We use Scannet to help us maintain a safe, enjoyable and legal environment for our customers. By allowing your ID to be scanned and retained on this system you may help to prevent, detect and prosecute crime.

The personal information noted on your ID is scanned onto an encrypted system which is managed by this venue and resides on this machine for as long as necessary in accordance with our data retention policy.

Who we may share your information with using Scannet

In the event you are involved in an incident with a member of staff or another patron of this venue we have the right to prohibit you from entering this venue. Details of this incident, including personal information that you have provided to us including information held on your ID, may be shared with Scannet users when you attempt to enter their venue. A venue may refuse you entry based on the information that has been disclosed and they can do this at their own discretion.

If our records show that you were present during an incident we may provide law enforcement agencies and/or local authorities with access to this information.

What are your rights?

Please contact us if you feel that any of the personal information we hold about you on the Scannet system is incorrect or if you wish to object to the use of your personal information.

If we have told you that an alert has been placed on your ID by another Scannet user then we can provide you with the name of the originating venue and you can contact them for further information.

You can also find out what personal information we hold about you (if any) by making a 'subject access request'.

Our contact details are:

Phone:

Email:

Contact person:

The Parties acknowledge and accept that GBG provides the Good Practice Guidance to its Clients to help to ensure that venues adopt a uniform approach to data collection and to help its Clients to comply with their obligations under the Privacy and Data Protection Requirements.

Notwithstanding the fact that GBG provides the Client with the Good Practice Guidance, the Parties acknowledge and accept that the Client is the Data Controller in relation to all data captured using the Hardware, Software and Service and that the Client is solely responsible for ensuring that its Data Protection Notice complies with the Privacy and Data Protection Requirements.

Scannet: Hardware, Software and Service Agreement

SCHEDULE 1 - STANDARD SUPPORT SERVICES

This section only applies if the Order Form shows that Standard Support Services have been selected. If so, this Schedule 1 will apply in addition to the General Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

1 DEFINITIONS

1.1 The following definitions apply to this Schedule 1:

“Business Day” means Monday to Friday (excluding Public and Bank Holidays in England).

“Business Hours” means the working hours in a Business Day being 0900 to 1800.

“Chat Support” means the provision of Standard Support Services via online chat without the need for Remote Intervention and/or Local Intervention via the Helpdesk.

“Client Administration Portal” means the administration section of the Software.

“Local Intervention” means the provision of Standard Support Services via local Intervention whereby GBG employees or agents travel to the Client’s premises to investigate (and if possible resolve) reported problems with the Hardware and/or Software.

“Phone Support” means the provision of Standard Support Services via telephone without the need for Remote Intervention and/or Local Intervention via the Helpdesk.

“Planned Maintenance” means any work planned in advance to be carried out by GBG or on GBG’s behalf that may cause the Software and/or Service to be temporarily suspended.

“Remote Intervention” means the provision of Standard Support Services via the internet or other suitable network means which remotely accesses and intervenes in the Hardware or other equipment through which the Software is used by the Client to resolve a fault in the Hardware and/or the Software.

“User Guide” means the user guide provided by GBG for use with the Service.

“Version” means a new release in any year of the Software.

2 ACCESS TO THE SERVICE

2.1 GBG will provide the System Administrator with a username and password to access the Software once the Hardware is installed. The System Administrator will be required to change the password upon the first use.

2.2 The System Administrator will have access to the Client Administration Portal which will enable the System Administrators to create accounts and edit access for Permitted Users.

2.3 The minimum system requirements for using the Hardware, Software and Service is: Core i5, 8Gb Ram, 500Gb HDD, Windows 10, Internet access minimum 2Mb/second and IE version 10 or higher.

3 STANDARD SUPPORT SERVICES

3.1 **Day-to-Day System Administration:** GBG will perform routine system administration of the Software, including server, network and security monitoring.

3.2 **Service Management:** The Software is provided 24 hours a day, 365 days per year. GBG will respond to faults it detects or which the Client reports to GBG as set out in paragraph 3.7 below.

3.3 **Helpdesk:** GBG will provide the Client with support services via Phone Support, Chat Support, Remote Intervention, and/or Local Intervention elements as selected on the Order Form.

3.4 **Phone Support:** The Client may contact Phone Support on 0207 987 9977 (Monday – Friday 9am-6pm excluding Public and Bank Holidays in England) and on 074 9802 3861 (Monday – Sunday 6pm – 10pm excluding Public and Bank Holidays in England).

3.5 **Chat Support:** The Client may contact Chat Support (via the Client Administration Portal or www.idscan.com/support or such other web address as advised by GBG from time to time) 24 hours a day, 365 days of the year.

3.6 **Fault Reporting and Fault Repair:**

(a) Any faults in the Hardware, Software or Service need to be notified to the Helpdesk via the Client’s System Administrator. The Client will need to use the reporting procedures GBG requires it to use from time to time.

(b) If the Client reports a fault in the Hardware, Software or Service or makes a request for assistance, GBG will immediately within Business Hours undertake an initial assessment, provide a fault reference and discuss and agree with the Client a priority level.

(c) Progress will be tracked and clients will be updated as necessary.

3.7 **Service Restoration:** Subject to any and all assistance by the Client, each of the priorities has the following associated target clearance time:

Service Level	Target	Impact
Priority 1 faults	80% of Software faults cleared within 4 hours of GBG’s acknowledgement of the Software fault. Hardware faults to be cleared by the next Business Day.	The Hardware, Software, or Service is not operational or is inaccessible.
Priority 2 faults	80% of faults cleared by the end of the next Business Day of GBG’s acknowledgement of the fault.	The Hardware, Software, or Service is degraded, a marked increase in time to access the Service. A problem causing significant reduction in functionality.
Priority 3 faults	80% of faults cleared within 5 Business Days of GBG’s acknowledgement of the fault.	The Hardware, Software, or Service is experiencing minor problems but is functioning substantially.
Priority 4 faults	Fix available in the next release of the Software.	Minor problem with Hardware, Software, or Service but does not impact the Client’s use.

The timelines for restoration of Service are all contingent on the availability of remote access to the Client’s systems.

3.8 **Disclaimer:** GBG will use reasonable endeavours to resolve any fault within the appropriate target clearance time, but the Client recognises and accepts that GBG may not be able to do so and that these times are only intended to be targets.

- 3.9 Outside of Business Hours: Outside of Business Hours, the Helpdesk functionality provided through Chat Support will log the support request and may be able to fix minor software issues remotely. The target times listed in section 3.7 will only commence during Business Hours or the next Business Day.
- 3.10 Scheduled Service Time: The Service is provided on a resilient platform enabling GBG to offer a high level of service which is scheduled to be available 24 hours per day, 7 days per week, 365 days per year. The Service has a target of 98.5% availability within any calendar month. This target excludes all periods of Planned Maintenance or any emergency maintenance or updates. GBG will always try to meet and exceed this monthly target availability. However, the Client accepts, that GBG may not always be able to do so and that this level of availability is only intended to be a target level.
- 3.11 Planned Maintenance: From time to time, GBG may need to schedule maintenance of the Service. GBG will always endeavour to conduct Planned Maintenance at a time that reduces the impact on the availability of the Service. So, where possible, Planned Maintenance will be conducted during low usage periods outside of Business Hours.
- If GBG needs to suspend the Service for Planned Maintenance (which GBG would only reasonably expect to be under exceptional circumstances) GBG undertakes to give the Client as much advance notice as is practicable.
- 3.12 Client Reports: The Service will allow the System Administrator online access to reports on the Client's usage.
- 3.13 Software Updates: The Software will be regularly updated and each new release will be provided to each Client to ensure their system is up-to-date. Provided that the Client has maintained payment of their Licence Fees and/or Rental Fees, the update will be automatically downloaded onto the Client's Hardware when they connect their system to the internet.
- 3.14 Non-Payment: GBG reserves the right to suspend the provision of Standard Support Services in relation to the Hardware and Software, in the event that any Charges are outstanding.
- 3.15 Hardware Damage: A fee of £275 will be chargeable if GBG is called out to the Location for Local Intervention where the damage to the Hardware has been caused by the Client.

Scannet: Hardware, Software and Service Agreement

SCHEDULE 2 - PROFESSIONAL SERVICES

This section only applies if the Order Form shows that Professional Services have been selected. If so, this Schedule 2 will apply in addition to the General Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

1 DEFINITIONS

1.1 The following definitions apply to this Schedule 2.

“Service Materials” means any and all works of authorship and materials developed, written or prepared by GBG, in relation to the Professional Services (whether individually, collectively or jointly with the Client and on whatever media) which it is required to deliver to the Client pursuant to the Professional Services, including, without limitation, any and all reports, studies, data, diagrams, charts, specifications and all drafts thereof and working papers relating thereto, but excluding ordinary correspondence passing between the Parties.

2 PROFESSIONAL SERVICES

- 2.1 GBG hereby agrees to provide the Professional Services to the Client in consideration of the Charges set out in the Order Form in accordance with this Schedule 2.
- 2.2 Nothing in the Agreement shall operate to prevent GBG from engaging in other professional, consultancy or project management activities.
- 2.3 The Client hereby authorises GBG and GBG’s sub-contractors to have such access to the Client’s premises, computers and IT systems and other facilities as is necessary in order to perform the Professional Services.
- 2.4 GBG shall at the Client’s request, in the provision of the Professional Services, provide support in the creation and amendment of the User Profile. The Client’s request to create or amend the User Profile shall be deemed as the Client’s agreement to such creation or amendment.

3 GBG’S RESPONSIBILITIES

- 3.1 GBG warrants to the Client that the Professional Services:
 - (a) will be provided in a timely and professional manner and that it shall use reasonable endeavours to provide the same in accordance with any Timetable (as defined in clause 6.1 of this Schedule 2);
 - (b) will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.
- 3.2 GBG shall be fully entitled to use any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Professional Services in any way it deems fit and any improvements to GBG’s existing products and/or service made or developed during the course of the Professional Services, subject to the obligations of confidentiality detailed in the Agreement.

4 CLIENT’S OBLIGATIONS

- 4.1 The Client shall:
 - (a) make available to GBG such office and support services as may be necessary for GBG’s work under the Agreement;

- (b) ensure that its employees co-operate with GBG’s reasonable requests in relation to the provision of the Professional Services; and
- (c) promptly furnish GBG with such information and documents as GBG may reasonably request for the proper performance of the Professional Services.

5 EXPENSES

- 5.1 The Charges for the Professional Services are exclusive of the travel, accommodation and subsistence expenses incurred by GBG and GBG’s sub-contractors in attending the Client’s premises to perform Professional Services and such expenses shall be invoiced separately by GBG and shall be paid by the Client within 30 days of receipt of an invoice. Where the Client cancels or rearranges a scheduled meeting GBG reserves the right to charge the Client for all accommodation and travel expenses that have been incurred by GBG.

6 TIMETABLE AND DELAYS

- 6.1 Time of performance of the Professional Services is not of the essence. Where a timetable is agreed and appended to the Agreement (the “Timetable”), GBG undertakes to use reasonable endeavours to complete each element of the Professional Services by the date specified in the Timetable.
- 6.2 If GBG is prevented or delayed from performing any of the Professional Services for any reason which is not directly attributable to GBG’s acts or omissions then, notwithstanding anything else contained in the Agreement:
 - (a) if as a result any element of the Service Materials or any other deliverable is not completed by the date specified in the Timetable (where one is agreed) (or by any extended date agreed between the Parties) then any part payment of the Charges for the Professional Services due to be paid on the completion of that element (if any) shall be paid on the scheduled date for such completion (taking into account any extension of time agreed between the Parties) as distinct from the actual date of completion;
 - (b) the Client shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred as a result of any such prevention or delay; and
 - (c) the Client shall pay to GBG all other reasonable costs, charges, expenses and losses sustained or incurred by GBG as a result of such prevention or delay.
- 6.3 The Client shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred in connection with the provision to GBG of any inaccurate, incorrect or inadequate information or data by the Client or on the Client’s behalf.
- 6.4 GBG shall notify the Client in writing without undue delay of any claim which GBG may have under paragraph 6.2 or 6.3 giving such particulars thereof as GBG is then able to provide.

7 ALTERATIONS

- 7.1 If at any time the Client requires GBG to alter all or any part of the Service Materials, the Professional Services and/or any other deliverable under the Professional Services then the Client shall provide GBG with full written particulars of such alterations with such further information as GBG may reasonably require. GBG may suggest alterations to the Client at any time which the Client may then use as the basis for a request under this provision.
- 7.2 GBG shall then submit to the Client as soon as reasonably practicable a written estimate for such alterations specifying what changes (if any)

will be required to the Charges hereunder and the Timetable (if applicable) and what adjustments will be required to the Service Materials (if applicable).

- 7.3 Upon receipt of such estimate the Client may elect either to:
- (a) accept such estimate in which case the Agreement shall be amended in accordance therewith; or
 - (b) withdraw the proposed alterations in which case the Professional Services shall continue in force unchanged.
- 7.4 GBG shall be entitled to charge a reasonable fee to the Client for considering such alterations and preparing the said estimate and if the Client's request for such alterations is subsequently withdrawn but results in a delay in the performance of any of the Services then GBG shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.
- 7.5 GBG shall not be obliged to make any alterations to the Service Materials save in accordance with the aforesaid procedure.

8. FORENSIC DOCUMENT CHECKING SERVICE

- 8.1 Where selected on the Order Form GBG will provide the Client with the Forensic Document Checking Service as and when requested. This will consist of a visual inspection of an Identity Document, initially processed by the Client using the Hardware and Software, and the provision of additional advice and support in relation to validity of such Identity Document.
- 8.2 The visual inspection carried out by the Forensic Document Examiner as part of the Forensic Document Checking Service will look at the common security features in passports (UK and Foreign), driving licences (UK and Foreign) and identity cards (Foreign) and will seek to identify whether a document is likely to be forged, counterfeit or fake.
- 8.3 The Client acknowledges and accepts that any guidance provided by the Forensic Document Examiner as part of the Forensic Document Checking Service is only intended to support the Client in its decision making process. Consequently, the Client is solely responsible for any decision it makes in relation to that Identity Document and for meeting its obligations in accordance with all applicable laws and regulations to which the Client is subject.