QWARIE LTD FRAMEWORK CONTRACT

FOR THE SUPPLY OF RESEARCH SERVICES

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1. Introduction

(a) This Framework Contract shall set out the Terms and Conditions pertaining to the supply of a Service by the Supplier, where;

(b) the Service shall be Open Source Intelligence (OSINT) research, where evidence is gathered from publicly available sources by way of the internet.

(c) This Framework Contract shall be provided by the Supplier, in advance of the Parties entering into any agreement, so that the Customer shall have the opportunity to read, understand and accept the Terms and Conditions of the supply of Service, and all rights and obligations within this Framework

Contract, prior to placing an Order.

(d) This Framework Contract allows for the performance of multiple short term contracts for the Service, that shall be governed by this Framework Contract.

(e) This Framework Contract shall have no fixed term limit.

(f) This Framework Contract shall rely upon further documentation set out in
h[ttps://www.qwarie.com/documents](https://www.qwarie.com/documents)

2. Definitions

In this Framework Contract, the following definitions shall apply:

Acceptance: of an Order remitted by the Customer to the Supplier, where the Supplier might specify a term, and estimate or quote, a Fee for the Service.

Audit Trail and File Hashing: components of the Service that might be included in a Case Bundle, so that the intelligence gathered shall be forensically authenticated.

Case Bundle: an electronic folder that shall contain files that might display or otherwise provide intelligence and/or evidence, and files that might authenticate the intelligence and/or evidence at a forensic grade.

Compliance Policy: set out in a document, see section 27 of this Framework Contract.

Confidential Information: see clause 13 (b) of this Framework Contract.

Contract(the): this Framework Contract and any Instruction Contract.

CRM: Customer Relationship Management system. An on-line environment, provided by the Supplier, where the Customer shall benefit from password protected access to take delivery of Case Bundle and to view the contract history by way of invoice records.

Customer: an individual or legal entity to whom Services are provided by the Supplier.

Data Controller: the Customer, within this Framework Contract. See Clause 4.3(c).

Data Processor: the Supplier, with this Framework Contract. See Clause 4.3 (d).

Disclosing Party: a Party, and its employees, within this Framework Contract that discloses Confidential Information to the other Party to this Framework Contract.

Due Date: date by which the Customer is obliged to have made payment.

Evidential Report: see Report.

Fee: a charge payable to the Supplier, by the Customer, in consideration for the Supply of a Service.

Form-mail: a notice composed by the Customer in the CRM or website of the Supplier and conveyed by electronic mail to the Supplier.

Framework Contract: this document, identified by version number, with its Terms and Conditions. To be differentiated from 'Instruction Contract', see below.

Instruction: information remitted by the Customer to the Supplier by way of an Order, that shall set out

the purpose and the Subject of the Service.

Instruction Contract: as differentiated from this Framework Contract, so that each Order for Service shall create an Instruction contract with its own terms and conditions. See section 5 of this Framework Contract.

Intellectual Property Rights: see section 12 of this Framework Contract.

Investigation: the process conducted by the Customer, who engages the Supplier, in the capacity of Researcher.

Notice: see section 19 of this Framework Contract.

Order: see clauses 5 (a) and 5 (b) of this Framework Contract.

Process (processing): activity that is the Service performed by the Supplier.

Qwarie Group: associated companies of the Supplier, that the Supplier might engage to deliver or assist in the delivery of the Service to the Customer.

Receiving Party: a Party, and its employees, within this Framework Contract that receives a Notice and specifically, Confidential Information, from the other Party to this Contract.

Reference Number: a unique number applied to an Instruction or Order by the Customer.

Report (reporting): part of the Service provided by the Supplier to the Customer, where evidence and or intelligence gathered during the Research process is presented in a structured document that shall include a summary and a table of contents.

Research: a processing activity performed by the Supplier where the Supplier might access publicly available sources by way of the internet, to gather evidence in compliance with the Instruction, and on behalf of the Customer.

Service: the performance by the Supplier, that shall include the processes of Research and Reporting, in compliance with each Order and its inherent Instruction, as disclosed by the Customer.

Subject: a person or legal entity, identified by the Customer to the Supplier, for the purpose of Instruction, so that the Supplier might perform the Service.

Supplier (The): the supplier of the service; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with Company registration in England & Wales number 10113351.

Terms and Conditions: relate only to terms and conditions within this Framework Contract, and any contract for Service and shall not include any other term or condition introduced by either Party.

3. Interpretation

3.1. Context

In this Framework Contract, the following rules shall apply:-

(a) reference to a Party shall include its personal representatives, successors or permitted assignees;

(b) reference to a regulation, statute or statutory provision shall be a reference to such regulation, statute or statutory provision as amended or re-enacted, so that;

> **(i)** a reference to a regulation, statute or statutory provision shall include any subordinate legislation made under that regulation, statute or statutory provision, as amended or re-enacted;

(c) any phrase in the Framework Contract that shall be 'including', 'include', 'in particular' or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms, and;

(d) a reference to 'writing' or 'written' shall include messaging applications, SMS and e-mail;

(e) a word in the body of a clause, where the first character shall be capitalised and where the word may or may not begin a sentence, shall be a defined word. See section 2. Definitions.

(f) words imparting the singular number shall include the plural and vice versa;

(g) the headings used in this Framework Contract shall be for stylisation only, and shall have no effect upon the interpretation of this Framework Contract.

3.2. Jurisdiction

(a) This Framework Contract shall include the fundamental elements for the formation of a legally binding contract, that are: offer, acceptance, consideration and capacity, so that;

> **(i)** this Framework Contract might be interpreted by a competent authority, in another jurisdiction. See section 26 of this Framework Contract;

(b) Where English contract law might not comply with the contract law in another jurisdiction, the Parties might rely on the court to interpret this Framework Contract, and;

(c) where a claim might be made in another jurisdiction, by either Party to this Framework Contract, the competent legal authority in that jurisdiction shall have the right to interpret this Framework Contract, so that;

(d) any claim that relies on this Framework Contract, and an Instruction Contract, might be adjudicated within the legal principles of the jurisdiction where a claim might be heard.

3.3 Prevalence of this Framework Contract

> **(a)** The Terms and Conditions of the Supplier, as set out within this Framework Contract, shall prevail over any term or condition within the Order of the Customer that might deviate from the Terms and Conditions of the Supplier.

(b) These Terms and Conditions shall apply to the Instruction Contract to the exclusion of any other terms and conditions that the Customer might seek to impose or incorporate, or which might be implied by trade, custom, practice or course of dealing.

3.4 Specificity of this Framework Contract

(a) Where a Customer might have a specific agreement or contract in place for other services provided by the Supplier, the Customer shall acknowledge that for any instances of the provision of the Service, and/or;

> **(i)** where there might be a conflict of terms and conditions, the Terms and Conditions of this Framework Contract shall apply for the provision of the Service.

(b) Any sample information, images, descriptive matter or promotional material that the Supplier might issue, including any descriptions or images contained in the website of the Supplier, shall be issued or published for the sole purpose of providing an approximate idea of the Services described therein, and;

    (i) shall not form part of this Framework Contract or have any contractual force.

4. Compliance

4.1. Eligibility of the Customer

(a) By placing an Order for Service from the Supplier, the Customer shall warrant that it has the legal entitlement to enter into a binding contract.

4.2 Legal Basis

(a) The Customer shall be obliged to comply with the EU Regulation 2016/679 (GDPR), and to document the legal basis for each Instruction, so that the rights of the Customer and the rights of the Subject and any other person identified in the Instruction, shall be explicit and legitimate.

(b) Documentation of the Legal Basis shall be the sole responsibility of the Customer.

(c) In the documentation, the Customer shall be obliged to specify the purpose and intention of the Instruction.

(d) Where the Customer shall remit an Instruction to the Supplier, the documentation of legal basis might be tacit.

4.3 Data Protection

(a) The Parties shall abide by the principles of data protection, and shall perform in compliance with the Data Protection Act 2018 and GDPR, and;

    (i) in the jurisdiction of the Customer, any legislation that that might be applicable to the processing of   personal information from publicly available sources.

(b) Within this Framework Contract, and concerning any process performed under this Framework Contract, the Supplier shall be the Data Processor.

(c) Within this Framework Contract, and in relation to any Order that might be issued under this Framework Contract, the Customer shall be the Data Controller.

(d) The Supplier shall warrant that it has implemented appropriate technical and organisational measures to protect the personal data against any data breach, that might include unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure (see Qwarie Security Policy and Qwarie Data Breach Policy).

4.4 Data Disclosure

(a) The Customer, by disclosing to the Supplier, personal data that might relate to the Subject, or any other person identified within the Instruction, warrants that:-

    (i) the Customer shall be entitled to disclose the personal data to the Supplier, and that;

    (ii) the Supplier shall be authorized to process the personal data for the purposes of providing

the Service, and that;

(iii) there shall be no previous or current Court Injunction or Legal Action relating the Subject of the Instruction, that shall forbid or prohibit the performance of the Service.

(b) Any information and personal data that the Customer shall disclose to the Supplier, and that the Supplier shall use in the performance of an Instruction Contract, shall remain at all times the property of the Customer.

(c) The Supplier shall process explicit personal data, as set out in the Qwarie Research Privacy Policy.

4.5 Data Processing

(a) The Supplier shall deploy research techniques that comply with the principles set out within the GDPR.

(b) The Supplier warrants that it shall process the personal data disclosed by the Customer to the extent, and in such a manner, that shall be necessary for the provision of the Service.

(c) The Supplier warrants that any and all processing activity conducted by the Supplier, shall be performed from within the European Economic Area (EEA), and that;

(i) no personal data disclosed by the Customer, to the Supplier, shall be transferred out of the EEA;

(ii) the servers of the Supplier, where personal data might be stored, shall be located within the EEA;

(iii) any personal data that might be accessed by a representative of the Supplier, who might be located outside of the EEA, shall be accessed by way of an application, so that;

(iv) the personal data shall not be cached, downloaded or transferred in any other way, from the server located within the EEA.

4.6 FCA Restrictions

(a) The Supplier shall not provide any service that, in the UK, shall be regulated by the Financial Conduct Authority (FCA), therefore;

(i) the Supplier shall not be licensed by the FCA, and;

(ii) shall not report to the Customer any information that might concern consumer credit or any other matter that shall be governed by a FCA licence.

4.7 Other Agency & Statute

The Supplier shall not perform any research activity that might require a licence, or shall be subject to any other regulation or statute, where;

(a) the agency might be the Security Industry Authority (SLA) of the United Kingdom, and where;

(i) any activity might fall under the Private Security Industry Act 2001, and where;

(b) the agency might be the Private Security Authority (PSA) of the Republic of Ireland, and where;

(i) any activity might fall under the Private Security Services Act 2004, and where;

(c) subject to clause 8.2(e) of this Framework Contract, any other agency enacted by statute, and any regulation or statute that might be applicable, within the jurisdiction of the Customer.

5. Conditions of the Instruction Contract

(a) The Customer might remit an Order to the Supplier.

(b) Each Order shall be a request to perform a processing Service.

(c) Each Instruction shall form a separate contract, where the Terms and Conditions of this Framework Contract shall apply to the contract.

(d) The Instruction shall set out the processing requirements, that shall comply with Section 4 and Section 6 of this Framework Contract.

(e) An Instruction might be rejected by the Supplier where the Instruction does not comply with the Terms and Conditions of this Framework Contract.

(f) Where the Supplier might accept an Instruction, the Supplier shall have the right to apply terms and conditions that relate to the specific Instruction, so that;

    (i) a formal acceptance e-mail shall be sent, by the Supplier, to the Customer, where;

    (ii) a delivery term might be applied, and;

    (iii) a Fee estimate or quotation might be applied, however;

    (iv) where no Fee estimate or quotation is applied, the Customer might request a Pricing Guide;

    (v) the Customer might be obliged to disclose additional information relating to the Instruction before processing might commence, or;

    (vi) the additional information might be disclosed after processing has commenced, but before the Service has been performed in full, so that;

    (vii) the Supplier shall process the additional information within the same Instruction, however;

    (viii) where the Instruction might be substantially amended, the Supplier shall have the right to amend the Fee accordingly, however;

    (ix) where additional information relating to an Instruction might be disclosed to the Supplier after the delivery of the Service, so that the Service has has been performed the Supplier shall have the right to rely on a new Instruction Contract.

6. Claim Investigation Instructions

6.1 Requirements of an Instruction

The Customer shall:-

(a) comply with Section 4 of this Framework Contract, and;

(b) ensure that the information disclosed to the Supplier, shall be complete and accurate in all material respects known to the Customer, and;

(c) comply with the Instruction guidelines detailed on

6.2 Instruction Warranty

The Customer shall warrant that:-

(a) an Instruction shall disclose all information that is pertinent to the matter, so that;

(b) the Customer shall disclose, to the Supplier, any additional information relevant to the Instruction that might be known to the Customer and that might assist the Supplier in the processing activity, and;

(c) where the Customer might posses information that shall not be disclosed to the Supplier and that might affect the processing activity, the Customer shall not hold the Supplier liable for any under performance in the perception of the Customer.

6.3 Instruction Indemnity

The Customer shall not be indemnified:-

(a) where the Customer might have a source of information, that after the delivery of the Report from the Supplier, might suggest or provide information that shall contradict that disclosed by the Supplier, and/or;

(b) where the Customer shall knowingly disclose to the Supplier erroneous or inaccurate information.

7. The Service

7.1 Research

(a) The processing activities provided by the Supplier, in compliance with;

(b) the Terms and Conditions of this Framework Contract.

7.2 The Report

(a) The Report shall be a component of the Service.

(b) The Report shall be delivered in PDF format, so that it might be read and distributed as a stand alone document.

(c) The Report shall display information while processing the Instruction, and it shall be provided in good faith

and for the private and confidential use of the Customer.

(d) The Report shall be disclosed to the Customer without liability on the part of the Supplier concerning the

accuracy of the information contained within the Report, except where clauses 14.2(d) and 14.2(e) apply.

(e) The Report shall be saved within a Case Bundle.

(f) The Case Bundle might also contain folders for Attachments, the Audit log, Archives and Hashes.

(g) The files within the Case Bundle might authenticate the intelligence and/or evidence at a forensic

grade, so that;

(h) in case of litigation, the court might accept the information within the Report without the necessity of an expert witness.

7.3 The Account Identification Service

(a) The Account Identification Service shall locate assigned accounts on social media and messaging applications.

(b) The Instruction shall require minimum information, that shall be;

    (i) a mobile phone number of the Subject, and/or;

    (ii) an e-mail address of the Subject.

(c) No evidential Report shall be provided, therefore;

(d) the Account Identification Service shall not be regarded as an investigation, and;

(e) the intelligence disclosed to the Customer might not have an evidential standard, so that;

(f) the intelligence might provide a lead for further investigation.

8. Rights & Obligations of the Supplier

8.1 Supplier Rights

Within this Framework Contract, the Supplier shall reserve the right to:-

(a) raise an invoice for the Service supplied to the Customer;

(b) receive consideration for the Service supplied to the Customer;

(c) increase the Fee where the Instruction shall be substantially amended;

(d) receive payment of an invoice by means of electronic transfer;

(e) reject an Instruction remitted by the Customer, on the condition that the rejection is in writing;

(f) amend the Service, where necessary to comply with current and enforceable legislation within the jurisdiction of the Supplier and the Customer, and;

    (i) the Supplier shall notify the Customer in any such event;

(g) amend or limit the Services, where a technology supplier modifies, or in any way alters its service, upon which the Supplier might depend, and modify the delivery term in any such event;

(h) assign or sub-contract its obligations or rights under this Framework Contract to a Qwarie Group company;

8.2 Supplier Obligations

Within this Framework Contract, the Supplier shall be obliged to:-

(a) supply the Service to the Customer in accordance with this Framework Contract in all material respects;

(b) act upon an Instruction received from the Customer, where the Customer has accepted the Terms

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VAT Registration: 256553095
ICO Reference: A8124343

and Conditions of this Framework Contract, including any other variation;

(c) warrant to the Customer that the Services shall be provided using reasonable care and skill;

(d) comply with the conditions of the Supplier guarantee;

(e) ensure that the Service complies with all statutes, regulations, bye-laws, standards, codes of conduct and any other rules or legislation relevant to the provision of the Service, within the jurisdiction of the Customer and that of the Supplier.

9. Rights & Obligations of the Customer

9.1 Customer Rights

Within this Framework Contract, the Customer shall have the right to:-

(a) receive the Service from the Supplier as set out in this Framework Contract;

(b) receive a Pricing Guide from the Supplier, at the request of the Customer.

9.2 Customer Obligations

Within this Framework Contract, the Customer shall be obliged to:-

(a) co-operate with the Supplier in all matters relating to the provision of the Service;

(b) ensure that the information disclosed to the Supplier is complete and accurate in all known and material respects;

(c) comply with Section 6 of this Framework Contract, so that the Supplier might supply the Service to the best of its ability;

(d) register the Supplier on the Supplier registration system of the Customer, so that any Order placed by the Customer shall no longer be conditional;

(e) provide a purchase order number, where it is the policy of the Customer to do so, so that any Order placed by the Customer shall no longer be conditional;

(f) comply with the payment terms set out in section 10 of this Framework Contract;

(g) satisfy a Supplier invoice by means of electronic transfer;

(h) maintain the confidentiality of the Terms and Conditions of the Instruction Contract (see section 13 of this Framework Contract);

(i) provide a named single point of contact with oversight of, and responsibility for, the entire relationship between the Supplier and the Customer;

(j) not directly or indirectly approach any personnel of the Supplier, for the purpose of obtaining any service similar to, or in competition with, the Service provided by the Supplier, and;

(k) inform the Supplier immediately upon receipt of any communication by the personnel of the Supplier where they might suggest or offer to provide any Service, similar to, or in competition with, the Service provided by the Supplier, and;

(l) agree to not to engage such personnel, in the event that any such communication shall be received

by the Customer.

10. Consideration – Fees, Payment Terms, VAT & the Supplier Guarantee

10.1 Fees

(a) The Fee for the Service shall be set out in the Invoice of the Supplier.

(b) Where the Customer shall require further processing, either as a further Instruction concerning the same Instruction, or as a new Instruction, the Supplier shall apply an additional Fee.

(c) For the purposes of consideration, the Supplier shall have the right to distinguish between a new Instruction or the continuation of an existing Instruction.

10.2 The Guarantee of the Supplier

(a) Where an Instruction shall identify a single Subject, and where the Supplier shall not locate and report any on-line social media content that relates to the Subject, the Fee shall be waived.

(b) Where an Instruction might identify multiple Subjects, and where the Supplier shall not locate and report any on-line social media content that relates to any of the Subjects, the Fee shall be waived.

(c) Where an Instruction might identify multiple Subjects, and where the Supplier might not locate and report on-line social media content that relates to all of the Subjects, the Fee shall be reduced so that, only the quantity of Subjects for which information is located, shall be invoiced.

10.3 Payment Terms

(a) Upon performance of the Service, the Supplier shall raise and remit to the Customer an invoice.

(b) The invoice of the Supplier shall specify the payment Due Date.

(c) The payment Due Date shall be the date upon which the Supplier shall receive cleared funds into its bank account, therefore the Customer might initiate the transfer of funds prior to the payment Due Date.

(d) The standard payment term shall be 30 calendar days from the date that the Supplier shall raise the invoice.

(e) Where any payment pursuant to this Framework Contract shall be required to be made on a day, that might not be a business day, the invoice payment date shall be the previous business day.

(f) The payment term shall be of the essence to the Contract.

10.4 Payment Conditions

(a) It shall be a fundamental condition of the Instruction Contract that the Customer shall settle each invoice raised by the Supplier within the specified term.

(b) Payment shall be settled only by means of electronic transfer, to the bank account of the Supplier nominated in the invoice of the Supplier.

(c) The Customer shall pay to the Supplier, all amounts due under the Instruction Contract and all

specific Instructions, in full, and without any deduction or withholding, except as required by law.

(d) The Customer shall not be entitled to assert any credit, set-off or counter claim against the Supplier, in order to justify withholding payment of any such amount in whole or in part.

(e) The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount transferred by the Supplier to the Customer.

(f) Where the Customer might seek to recover the cost of the Service from its own customer, partner or within a judgement for costs, in its favour, this shall be no justification for delay of the payment due to the Supplier.

10.5 Payments by Electronic Transfer

(a) The Customer shall instruct its banking service supplier to make payment to the Supplier by means of electronic transfer.

(b) Each Party shall pay any costs raised by their banking service supplier.

(c) Cleared funds shall arrive into the bank account of the Supplier, nominated in the invoice raised by the Supplier, on or before the Due Date on the invoice.

(d) Where the electronic transfer shall not be 'same day', the Customer shall instruct its bank to make payment a sufficient quantity of days ahead of the Due Date, so that funds shall be cleared in the account of the Supplier on the Due Date.

10.6 Value Added Tax (VAT)

(a) All amounts payable by the Customer under the Instruction Contract shall be exclusive of VAT.

(b) Where, for VAT purposes, any taxable supply shall be made under the Instruction Contract, the Supplier shall raise a VAT invoice.

(c) The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts, in respect of VAT, as shall be chargeable on the supply of the Service.

(d) VAT shall be charged at the prevailing rate.

(e) The VAT payment shall be due at the same time as the payment for the supply of the Service, unless the VAT invoice shall be a separate invoice with a variation of the term.

(f) Where the rules relating to the Reverse Charge Mechanism (RCM) might apply, the RCM shall be applied to the invoice.

(g) Where the rules relating to the RCM might be withdrawn, the RCM shall no longer apply.

10.7 Counter Payments & Set-off

(a) The Customer shall pay all amounts due under this Framework Contract and all respective Instruction Contracts, in full and without any deduction or withholding except as required by law.

(b) The Customer shall not entitled to assert any credit, set-off or counter claim against the Supplier, in order to justify withholding payment of any such amount in whole or in part.

11. Breach of Contract & Remedies

11.1 Breach

(a) The Customer shall be in breach of the Instruction Contract where the Customer shall fail to make any payment due to the Supplier under the Instruction Contract by the Due Date.

(b) The Customer shall be in breach of the Instruction Contract where there shall be a failure on the part of the Customer to comply with any condition within this Framework Contract.

(c) The Breach Sub-section 11.1 shall survive the Instruction Contract.

11.2 The Remedy for Late Payments

(a) Where there shall be a breach of the payment term of the Supplier, the Supplier shall have the right, in compliance with the late Payment of Commercial Debts (Interest) Act 1998, to charge a fee and interest at 8% on the amount due, accruing daily from the Due Date.

(b) Where no remedy shall be provided on the part of the Customer, the Supplier shall have the right to:-

(i) recover payments due, by way of a legal process, and;

(ii) terminate this Framework Contract, with immediate effect, at any time after the Due Date.

12. Intellectual Property Rights

(a) The Parties shall have the right to rely on their Intellectual Property that shall include all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case, but only where registered with an appropriate authority, that shall include all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) The Intellectual Property Rights Section 12 shall survive termination of this Framework Contract.

13. Confidentiality

(a) The Parties shall anticipate, acknowledge and agree that any and all information communicated within an Instruction, shall be Confidential Information.

(b) Confidential Information shall be all information, including that relating to the Subject, the Customer and the Supplier and any Qwarie Group company, that shall be of a personal, business or technical nature, whether it shall be received, accessed or viewed in writing, visually, electronically or spoken and heard.

(c) The Supplier warrants that there shall be no duplication or disclosure of any such Confidential Information to any person, other than within the Qwarie Group, where the same shall require such information for the performance of the Service, unless such duplication or disclosure shall be specifically authorised by the Customer, or it shall be required by the operation of law.

(d) Confidential Information shall not include information, which at the time of disclosure, shall be, or

shall come into, the public domain, other than by the unauthorised act.

(e) The Supplier shall restrict disclosure of Confidential Information to the Supplier and thereby, the Qwarie Group, as 'need to know', for the purpose of discharging its obligations under this Framework Contract, and shall ensure that the Supplier, and thereby, the Qwarie Group shall be subject to obligations of confidentiality.

(f) The Confidentiality Section 13 shall survive termination of this Framework Contract.

14. Liability, Insurance & Indemnity

14.1 Liability

(a) Nothing in this Framework Contract shall limit or exclude the liability of the Supplier for:

> **(i)** death or personal injury caused by its negligence, or the negligence of the Supplier, and thereby, the Qwarie Group, or;

> **(ii)** fraud or fraudulent misrepresentation, or;

> **(iii)** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

(b) The Liability sub-section 14.1 shall survive termination of this Framework Contract.

14.2 Insurance & Indemnity

(a) The Supplier shall ensure that it shall have in place at all times suitable and valid insurance that covers the delivery of the Service by the Supplier, so that;

(b) public liability insurance shall indemnify the Supplier up to a value of £1,000,000, and;

(c) professional liability insurance shall indemnify the Supplier up to a value of £2,000,000.

(d) Where the Customer has complied to the full extent with Section 4 and Section 6 of this Framework Contract, and;

> **(i)** where the Supplier, and thereby, the Qwarie Group, might be negligent in its duty and might provide a significant misrepresentation, the Supplier shall indemnify the Customer, and;

> **(ii)** any single claim against the Supplier shall be limited to damages no greater than the Indemnity insurance of the Supplier.

(e) Where the Customer might not comply with Section 4 and Section 6 of this Framework Contract, there shall be no liability on the part of the Supplier, and;

> **(i)** there shall be no opportunity for the Customer to seek compensation from the Supplier.

(f) The Insurance & Indemnity sub-section 14.2 shall survive termination of this Framework Contract for a term of no greater than three calendar months.

14.3 Statutory Exclusions

(a) Except, as set out in these conditions, all warranties, conditions and other terms implied by statute or common law shall be, to the fullest extent permitted by law, excluded from this Framework Contract.

15. Cancellation, Default & Termination

15.1 Cancellation by the Customer

(a) Where the Customer might cancel the Service, and where any processing activity, as a result of a Customer Instruction is on-going, the Suppler shall terminate any processing activity.

(b) The Suppler shall have the right to invoice for the Service performed under that Instruction.

15.2 Customer Default

(a) Any act or omission by the Customer, or failure by the Customer to perform any relevant obligation under this Framework Contract, so that the performance of the Supplier might be compromised, might constitute a 'Customer Default'.

(b) A Customer Default shall deny the Customer of fundamental rights within this Framework Contract, specifically, the right to receive a Service from the Supplier.

(c) The Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Service until the Customer remedies the Customer Default, and;

> **(i)** might rely on the Customer Default to relieve it from the performance of any of its obligations, to the extent that the Customer Default shall prevent or delay the performance of the Supplier, of any of its obligations.

(d) The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer Default arising directly or indirectly from the compromise, to perform any of its obligations, as set out in Section 8 of this Framework Contract.

(e) The Customer shall reimburse the Supplier, on written demand, for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

(f) Customer Default may permit the Supplier to reject an Instruction, and to terminate this Framework Contract.

15.3 Termination

(a) Both Parties shall have the right to terminate this Framework Contract by giving the other Party written Notice of sixty days, so that;

(b) unilateral termination of this Framework Contract might be effected at the request of the either Party, where the interested Party has fully met its contractual rights.

(c) Where one Party might commit a material breach of this Framework Contract, the other Party, without limiting its other rights or remedies, may terminate this Framework Contract with immediate effect, by written Notice, to the Party in breach.

(d) Where it might be possible to remedy the breach, the Party in breach shall have 28 days in which to

furnish the remedy and during this term, the termination shall be set aside.

(e) Where the remedy shall fail, the termination of this Framework Contract shall be enforceable on sixty days from the date of the original Notice of termination.

(f) Without limiting its other rights or remedies, the Supplier shall have the right to suspend or terminate performance of this Framework Contract, where the Customer shall fail to meet the obligations set out in Section 9 of this Framework Contract.

16. Consequences Of Termination

On termination of the Instruction Contract for any reason:-

(a) the Customer, not with-standing clause 15.3 (b), shall immediately pay to the Supplier all of the outstanding unpaid invoices of the Supplier and, where applicable any interest, and;

(b) in respect of Services supplied and where no invoice has been raised, the Supplier shall raise and remit an invoice, which shall be payable by the Customer, immediately on receipt, and;

(c) the accrued rights, remedies, obligations and liabilities of the Parties at termination shall not be affected, including the right to claim damages in respect of any breach of the Instruction Contract which existed at or before the date of termination, and;

(d) clauses which expressly or by implication shall have effect after termination shall continue in full force and effect.

17. Force Majeur

(a) The Supplier shall be entitled to delay or cancel delivery of the Services or to reduce the amount of Service delivered where it shall be prevented from or hindered or delayed in the provision of Services through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier that shall include the Qwarie Group), accident, war or threat of war, government agency action, compliance with any law or governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami, wrongful arrest, failure of a utility service, including internet access or transport network, breakdown of plant or machinery or default of its technology suppliers.

(b) Concerning the matter of internet access, the Supplier and the Qwarie Group, shall be obliged to maintain at least two independent supply contracts for internet access for the purposes of the processing activity.

(c) The Supplier may claim relief from liability for failure to meet its obligations under this Framework Contract for as long as and to the extent that the performance of those obligations shall be directly affected by a force majeure event.

(d) Where a force majeure event shall prevent the Supplier from providing the Service, the Supplier shall, without limiting its other rights or remedies, have the right to suspend or terminate this Framework Contract immediately by any voice communication, messaging service or any other written Notice to the Customer.

18. Assignment and Subcontracting

(a) The Supplier may at any time, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Framework Contract and may subcontract or delegate in any manner any or all of its obligations under this Framework Contract to any other registered company in the Qwarie Group.

(b) The Customer may, with the prior and written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Framework Contract.

19. Notices

(a) Any notice or other communication required to be given to a Party, under or in connection with this Framework Contract, shall be in writing and shall be delivered to the other Party by e-mail, messaging service, or other electronic means including the CRM of the Supplier.

(b) Where transmitted by e-mail, a communication shall be deemed to have been duly received where there shall be no delivery error message or bounce back from the mail server of the recipient.

(c) The sender of an e-mail message shall not rely on a delivery receipt or any other successful transmission report.

(d) Where time shall not be of the essence, the Parties shall have the right to communicate by courier or other recognised postal service to the principal place of business of the receiving Party.

(e) Notifications and other communications sent by courier or pre-paid postal service shall be deemed to have been duly received when delivered to the registered address, trading address or other specified mailing address of the other Party.

(f) Where a notification or other communication shall be served in person by the other Party, service shall be to the registered or other trading address of the Receiving Party.

(g) This section 19 shall not apply to the service of any proceedings or other documents in any legal action.

20. Waiver

(a) A waiver of any right under this Framework Contract shall only be effective where it shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default.

(b) No failure or delay by either Party in exercising any right or remedy under this Framework Contract or by law shall constitute a waiver of section 20 of this Framework Contract, or any other right or remedy, nor shall it preclude or restrict its further exercise.

(c) No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(d) Unless specifically provided otherwise, rights arising under this Framework Contract shall be cumulative and shall not exclude rights provided by law in the jurisdiction of the Customer.

21. Severance

(a) Where a court or any other competent authority in the jurisdiction of the Customer, shall find that any provision of this Framework Contract (or part of any provision) might be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Framework Contract shall not be affected.

(b) Where any invalid, unenforceable or illegal provision of this Framework Contract might be valid, enforceable and legal, where some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. Relationship of the Parties

(a) Nothing in this Framework Contract shall be intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party as the agent of another Party for any purpose.

(b) No Party shall have authority to act as agent for, or to bind, the other Party in any way other than those explicit in this Framework Contract.

23. Third Parties

(a) A person or legal entity, who shall not be a Party to the Instruction Contract, shall not have any rights under or in connection with this Framework Contract, with the exception that;

(b) the Supplier shall be entitled to engage the Qwarie Group to perform the Service and any of the obligations undertaken by the Supplier.

(c) Any act or omission by the Supplier, and thereby, the Qwarie Group, shall for the purposes of this Framework Contract, be deemed to be an act or omission of the Supplier.

(d) No part of this Framework Contract shall be intended to confer rights on any Third Party and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

24. Variation & Versioning

(a) The Supplier may, at any time, make any variation to this Framework Contract, including the introduction of any additional Terms and Conditions.

(b) The variation shall incur a version number that shall reflect the magnitude of the variation.

(c) Where there shall be a variation to the material or meaning of this Framework Contract, the version shall incur a prime number change.

(d) Where a variation correction shall be a minor correction of syntax, spelling or grammar, with no material effect, the version shall incur a decimal number.

(e) Where the Supplier shall apply a substantial variation to this Framework Contract, the Supplier shall advise the nominated representative of the Customer of the variation and shall make available the current version of this Framework Contract.

(f) The Supplier shall publish the current version of this Framework Contract on its website, and;

(g) the Supplier shall provide a link to the current version of this Framework Contract in all e-mail communication, so that;

(h) the Customer may view the current version of this Framework Contact by following the link in the signature file of any e-mail remitted by the Supplier.

(i) Each Instruction remitted by the Customer shall pertain to the prevailing version of this Framework Contract at the issue date of the Instruction.

(j) The commencement of the processing activity shall not in any way, prohibit the Supplier from applying a variation to this Framework Contract, that shall be enforceable to all subsequent Instructions, so that;

> **(i)** the Supplier shall have the right to vary this Framework Contract, and;

> **(ii)** subsequent to the date of variation, the Customer shall be bound by that variation.

25. Entire Agreement & Enforceability of the Contract

(a) This Framework Contract shall be the basis of the agreement between the Parties.

(b) The entire agreement shall not be published in a single document.

(c) This Framework Contract, the Instruction Contract of the Customer, any other explicit and written agreement, where combined together, shall constitute the entire agreement between the Parties with respect to its subject matter.

(d) The Parties shall acknowledge that this Framework Contract shall not allow either Party to rely on any representation, warranty or other provision, except as expressly provided in this Framework Contract and any Instruction Contract.

(e) All conditions, warranties or other terms implied by statute or common law shall be excluded to the fullest extent permitted by law.

(f) This Framework Contract shall come into force where both Parties sign this Framework Contract, or;

> **(i)** where there shall be no signature of either Party, but where;

> **(ii)** the Supplier has remitted this Framework Contract, to the Customer, by e-mail or other electronic means, and where;

> **(iii)** the Customer has elected to not sign his Framework Contract, the subsequent remission of any Instruction, by the Customer to the Supplier, after the date of notification of this Framework Contract, shall indicate for all legal purposes acceptance, by the Customer, of the Terms and Conditions of this Framework Contract.

26. Governing Law, Jurisdiction and Dispute Resolution

(a) This Framework Contract shall be governed by, and construed in accordance with, English law.

(b) The Parties shall acknowledge and agree that any dispute or claim arising out of or in connection with the Contract, or its subject matter or formation (including non-contractual disputes or claims), shall

be governed by the courts of England and Wales, however;

> **(i)** the courts of England and Wales shall have no exclusive right or governance or jurisdiction.

(c) This Framework Contract might be efficiently and conveniently interpreted, so that;

> **(i)** it might comply with the laws of contract, in another jurisdiction. See sub-section 3.2 Jurisdiction

(d) There shall be no exclusive submission to the jurisdiction of the courts of England and Wales, so that;

> **(i)** the rights of either Party to bring proceedings in another competent court in another jurisdiction, shall not (and shall not be construed as) limited by jurisdiction, so that;

> **(ii)** either Party might rely on the competent judicial authority in the registered jurisdiction of either Party.

(e) Where a legal authority in another jurisdiction might require exclusive jurisdiction for the purposes of any dispute or claim arising out of or in connection with the Contract, this Framework Contract shall be considered as exclusive to that jurisdiction.

(f) The jurisdiction of the Contract shall apply to legal entities and naturalised persons in any jurisdiction.

(g) The Parties shall attempt to resolve any dispute arising out of or relating to the Contract, through negotiations between appointed representatives who have the authority to settle such disputes, and;

(h) where negotiations shall fail, the Parties shall engage the services of a Third Party mediator to settle any such disputes through confidential mediation.

27. Relevant Documents

Qwarie Compliance and Policies at https://www.qwarie.com/documents

28. Appendix 1 – Standard Contractual Clauses (No deal Brexit)

Commission Decision C(2010)593
Standard Contractual Clauses for international transfers from controller to processor

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: ....

Address: ....

Tel.: …………….   fax: ……………..;   e-mail: ………………………

And

Name of the data importing organisation: Qwarie Ltd
Address: Rumwell Hall, Rumwell, Taunton, Somerset, TA 4 1EL, England

Tel.: +44 (0) 3300 011161 Fax: +44(0) 1823 475310 ; e-mail: compliance@qwarie.com

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   '*the data exporter'* means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

    (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

    (ii)   any accidental or unauthorised access, and

    (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or

an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the Republic of Ireland.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the Republic of Ireland.

4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Additional commercial clauses

Effective date of the Standard Contractual Clauses

The parties intend that these Clauses should only become effective if Art 44 of the General Data Protection Regulation (the "GDPR") applies to a transfer of personal data from the EEA to the UK, because the UK has left the European Union, and the transfer is not permitted under Art 45.

On behalf of the data exporter:
Name (written out in full):
Position:
Address:

Signature………………………………………

On behalf of the data importer:
Name (written out in full):   Richard Smith
Position: Chief Executive Officer
Address: Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL England

Signature   *Richard Smith*

Postal Adress: P.O. Box 683 Taunton
                               Somerset   TA1 4ZX
Company Registration: Qwarie Ltd 10113351
VAT Registration: 256553095
ICO Reference: A8124343

<u>APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES</u>

This Appendix forms part of the Clauses and must be completed and signed by the parties.
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is the data controller, who shall remit an instruction to the data importer for the purposes of processing with publicly available information.

Data importer
The data importer is the processor of an instruction received from the data exporter. Personal information shall be processed by the data importer using publicly available information (OSINT).

Data subjects
The personal data transferred concern the following categories of data subjects:
claimant of the data exporter, or;
a third party, otherwise associated with a claim made to the data exporter.

Categories of data
The personal data transferred might concern the following categories of data:
- name, contact details, date of birth, and;
- relationship status, family and friends connections, and;
- employment, property and business ownership and other interests, and;
- interests, hobbies and pastime activities, and;
- publicly available documents, photographs and videos, and;
- information contained within publications that are in the public domain.

Processing operations
The personal data transferred shall be subject to the following basic processing activities :

Personal data shall be processed in compliance with OSINT techniques, where evidence shall be gathered from publicly available sources by the data importer, on behalf of the data exporter. The evidence and/or intelligence gathered during the research process shall be disclosed in a structured report, that shall be transferred to the data exporter.
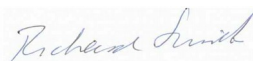

DATA EXPORTER
Name:
Authorised Signature ……………………

DATA IMPORTER
Name: Qwarie Ltd
Authorised Signature

<u>APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES</u>

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

On an organizational level, the following security measures are implemented:-

- Qwarie has installed electronic access control to the company premises which allows movement to be controlled by a card reader system, so that;
- access to the company premises is achieved by swiping an authorised card through the card reader, and;
- access to the company premises is restricted to employees that have clearance to work there, and;
- access records are reviewed by management regularly, and;
- we have human security on site during working hours and the building is locked down at night, and;
- video surveillance system at the main access, work area and server room; suppliers are not permitted to progress beyond the reception area unattended, and;
- access to the server room is restricted to designated approved personnel who are key holders, and;
- mobile storage media is forbidden (CD / DVD, USB Stick, Portable HDD), and;
- all employees access company computers with identification and authentication, and;
- all employees ensure that the company computer is logged off or locked when the work station is left unattended, and;
- Qwarie performs pre-employment screening on potential employees to verify that they have the requisite skills and experience to carry out their roles, and that there are no legal issues or other matters which indicate that Qwarie may be unduly exposed to risk, and;
- employees have been trained to ensure that all handling of personal data is compliant with DPA and GDPR. The training covers areas such as data protection principles, data subject rights, confidentiality and security of personal data, and;
- all access rights of former Qwarie employees are disabled within one working day of the date of their unemployment.

On a technical level, the following security measures are implemented:

- Qwarie holds Cyber Essentials security accreditation,and;
- Qwarie owns and operates a range of Virtual Private Networks for all external access to the WAN, and;
- SSH access is protected through key-based authentication deploying non-standard ports, and;
- firewall, only the ports that need to be exposed are exposed, and;
- use of a secure socket layer (https) on all Qwarie websites, and;
- Qwarie offers secure e-mail to all customers that require a secure service, and;
- the Qwarie e-mail service is protected from threats at the server level, and;
- the Qwarie mail server has an anti-virus engine for detection of trojans, malware and other malicious threats. The mail server checks all incoming and outgoing messages for malicious entities and automatically quarantines or deletes any suspicious message, depending on the threat level, and;

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- internal connections are allocated secure ports, where access is restricted to specific IP addresses, and;
- strong passwords are applied to all systems and applications; we use a password manager to generate passwords which include numbers, special characters, lower and upper case letters, and;
- all hosted services are supplied by Qwarie, so that the company has no reliance on any third party management service or application, and;
- Qwarie hosted services have live monitoring, where each access is recorded in a log file that identifies the user with a time-stamp and record of the activity performed, and;
- all databases are incrementally backed-up to local storage, and;
- the Qwarie back-up service cannot be accessed from the internet, and;
- a separate and secure Wi-fi network is supplied for guests and employees while on a work break, and;
- Bluetooth functionality is disabled on all company computers and devices, and;
- all data that is transferred is encrypted by default, and only unencrypted for delivery to a customer. Each customer has the option to request encrypted files, and;
- Qwarie does not store customer data other than to administer a contract, with exception of research for customers , and;
- our deletion is set-out in the Allianz – Qwarie GDPR Agreement, and;
- archives are stored on remote Virtual machines that are purchased and managed by the Qwarie technical team. We backup to dedicated VMs and to a local drives.