

DATED

AGREEMENT FOR THE SUPPLY []

between

COMMUNISIS UK LIMITED

and

[.....]

CONTENTS

CLAUSE

1.	Interpretation	2
2.	Commencement and duration	3
3.	Supplier's obligations	3
4.	Customer's obligations	3
5.	Price	3
6.	Conflict	3
7.	Entire agreement	3
8.	Counterparts.....	3

Signature 4

THIS AGREEMENT is dated day of 2020

PARTIES

- (1) **COMMUNISIS UK LIMITED** incorporated and registered in England and Wales with company number 01006371 whose registered office is at Communisis House, Manston Lane, Leeds, LS15 8AH (**Customer**).
- (2) [.....] incorporated and registered in England and Wales with company number [.....] whose registered office is at [.....] (**Supplier**).

BACKGROUND

The Supplier has agreed to provide to the Customer certain services in relation to the supply of [.....] on the terms and subject to the conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

Those terms defined in the Standard Terms shall when used in this Agreement have the same meanings as set out in the Standard Terms and references in the Standard Terms to “Contract” shall be interpreted as meaning this Agreement for the purposes of this Agreement. In addition, the following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

Commencement Date: the date of this Agreement, as set out above

Services: the services to be provided by the Supplier under this Agreement in relation to the [.....] (the “**Products**”), as set out in Schedule 1.

Standard Terms: the terms set out in Schedule 4.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the Commencement Date and unless terminated earlier for convenience by the Customer on 3 months' notice or otherwise in accordance with the Standard Terms, shall continue until the [.....] anniversary of the Commencement Date .

3. SUPPLIER'S OBLIGATIONS

3.1 The Supplier shall provide the Products and Services in accordance with Schedules 1, 4, 5 and 6 and with a level of performance no less than as set out in Schedule 2.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall comply with its obligations as set out in Schedules 1-6.

5. PRICE

5.1 The price for the Products and Services is set out in Schedule 3 and the Customer shall pay in accordance with Schedule 3 and paragraph [] of Schedule 4.

6. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

7. ENTIRE AGREEMENT

7.1 This Agreement and its Schedules constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

7.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

8. COUNTERPARTS

8.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

SIGNATURE

This Agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of COMMUNISIS UK LIMITED

.....
Authorised Signatory

Signed by
for and on behalf of [.....]

.....
Authorised Signatory

SCHEDULE 1

PRODUCTS AND SERVICES

[.....]

SCHEDULE 2
SERVICE LEVELS

[.....]

SCHEDULE 3
PRICING SCHEDULE

SCHEDULE 4

THE STANDARD TERMS

[.....]

SCHEDULE 5

TESTING AND ACCEPTANCE [Delete if required]

Definitions used in this Schedule:

"Acceptance" the Customer's confirmation that one or more Key Deliverables has passed the relevant Test Cases as set out in paragraph 3 of the Acceptance Testing Procedure and "Accepted" shall be construed accordingly.

"Acceptance Criteria" the criteria to be satisfied to demonstrate that the Key Deliverables and Solution meet the Requirements Catalogue; those criteria may be different for each particular Test Type.

"Acceptance Testing" the process of running the Test Cases to demonstrate to the satisfaction of the Customer that each Key Deliverable meets the relevant Acceptance Criteria.

"Acceptance Testing Procedure" the Acceptance Testing procedure set out in this schedule.

"Acceptance Testing Timeline" the timetable for Acceptance Testing to be set out in the Project Plan.

"Completion" completion of the Services to the reasonable satisfaction of the Customer and successful conclusion of Acceptance Testing of Deliverables pursuant to the Acceptance Testing Procedure.

"Defect" a defect in a Key Deliverable which causes it to fail to pass a Test Case.

"End of Test Report" the report produced by the Customer when all Acceptance Testing has been completed detailing what was tested, what Defects were found and the results of the Acceptance Testing (being that the Acceptance Criteria have either been met and or not met depending on the results of running the Test Cases).

"Master Test Plan" the document defining the scope of the Acceptance Testing activities including what will be tested and how, and containing the Acceptance Criteria and the criteria for determining a Material Defect.

"Material Defect" a Defect described in the Master Test Plan as "Priority 1, Severity 1" or "Priority 2, Severity 2".

"Release Test Plan" a document for a particular release of the Solution (where the Solution is provided in various different releases), and which refers back to the overall "Master Test Plan".

"Requirements Catalogue" a list of requirements that detail the Customer's expectations of the Key Deliverables and/or Solution.

"Test Case" a test stating an action to be performed with the resultant expected reaction of the Key Deliverable within the Solution; the level of detail and subject matter for each test case will depend on the Test Types.

"Test Coverage Matrix" the document setting out the Test Cases and results of running the Tests Cases during Acceptance Testing.

"Test Types" the types of testing to be carried out as set out in the Master Test Plan; for example (but not exhaustively): system / system integration testing; user acceptance testing; business process testing; performance testing; and security testing.

1. Preparation of Acceptance Testing
 - 1.1. The Customer shall, in accordance with the Project Plan and having regard to the Requirements Catalogue, produce:
 - 1.1.1. a Master Test Plan for the Key Deliverables and the Solution;
 - 1.1.2. one or more Release Test Plans, if required;
 - 1.1.3. the Acceptance Criteria for each Key Deliverable;

- 1.1.4. the Test Coverage Matrix;
- 1.1.5. the Test Cases; and
- 1.1.6. (if it is not already in the Project Plan) the Acceptance Testing Timeline.

- 1.2. The Supplier may review the Acceptance Criteria before the Acceptance Testing is carried out, and provide comments on any Acceptance Criteria which the Supplier reasonably considers to extend the scope of the Acceptance Testing materially beyond testing whether the Key Deliverables comply with the Requirements Catalogue.
- 1.3. The Customer, acting reasonably, shall seek to take account of the Supplier's comments, but shall be under no obligation to amend the Acceptance Criteria where it disagrees with the Supplier's comments or interpretation of the Requirements Catalogue.
- 1.4. The review procedure in paragraphs 1.2 and 1.3 shall not prejudice either party's right to invoke any dispute resolution procedure in the Contract should any dispute arise at any point during the Acceptance Testing process.

2. Acceptance Testing

- 2.1. The Supplier shall prepare each Key Deliverable in accordance with the Project Plan. The Supplier shall prepare a certificate of conformity for each Key Deliverable, with release notes where applicable, which it shall supply to the Customer with the Key Deliverable. The Customer will review the certificate of conformity for completeness and to identify the risks.
- 2.2. Following receipt of each Key Deliverable, the Customer shall carry out Acceptance Testing in accordance with the Acceptance Testing Timeline and the Master Test Plan and/or any Release Test Plan.
- 2.3. REMOVED.
- 2.4. The Customer shall provide the Supplier with reasonable notice of the date(s) and location of the Acceptance Testing. If the Customer does not elect to receive the Supplier's assistance, the Supplier shall be entitled, but not required, to attend any such Acceptance Testing in whatever location the Customer has deemed fit to carry out the activities. If the Supplier decides not to attend, the Supplier shall be deemed to have waived its right to do so.
- 2.5. If any Key Deliverable does not meet any Acceptance Criterion, the Customer may, in its sole discretion by written notice to the Supplier, elect to:
 - 2.5.1. require the Supplier, at no cost to the Customer, to rework the Key Deliverable to pass repeated Acceptance Testing within 5 (five) Business Days of the previous Acceptance Testing failure and the provisions of this paragraph 2 shall apply to the repeat Acceptance Testing; or
 - 2.5.2. consider the Key Deliverable (or such elements of it as the Customer elects) to have passed the relevant Acceptance

Testing and without prejudice to the Customer's other rights and remedies, allow the Key Deliverable to progress to the next stage in circumstances where the Charges are reduced to an amount that is fair and equitable in the circumstances (as determined by the Customer, acting reasonably) and paragraph 2.7 shall apply. In the absence of written agreement between the parties as to the amount of the reduction within 5 (five) Business Days after the date of the Customer's written notice, the Customer shall be entitled to require rework of the Key Deliverable pursuant to paragraph 2.5.1.

- 2.6. If a Key Deliverable reworked pursuant to paragraph 2.5.1 fails to pass repeated Acceptance Testing, the Customer may, in its sole discretion, either:
 - 2.6.1. require the Supplier, at no cost to the Customer, to rework the Key Deliverable to pass repeated Acceptance Testing within 5 (five) Business Days of the previous Acceptance Testing failure and the provisions of this paragraph 2 shall apply to the repeated Acceptance Testing; or
 - 2.6.2. consider the Key Deliverable (or such elements of it as the Customer elects) to have passed the relevant Acceptance Testing and without prejudice to the Customer's other rights and remedies, allow the Key Deliverable to progress to the next stage, in circumstances where the Charges are reduced to an amount that is fair and equitable in the circumstances (as determined by the Customer acting reasonably) and paragraph 2.7 shall apply; or
 - 2.6.3. terminate (at the Customer's sole election) the Contract or any relevant Statement of Work on the basis of material breach by the Supplier which is incapable of remedy. Without prejudice to the Customer's other rights and remedies, where the Customer terminates pursuant to this paragraph 2.6.3, the Supplier shall promptly refund to the Customer the Charges paid to the Supplier in relation to the performance of the Services which have been terminated and no further sums will be payable by the Customer to the Supplier in respect of such Services pursuant to the Contract or any relevant Statement of Work.
- 2.7. If the Customer considers (deems) a Key Deliverable to have passed the relevant Acceptance Testing in accordance with paragraphs 2.5.2 or 2.6.2 but the Key Deliverable has not (actually) passed all of the Acceptance Testing, the Supplier will, at no additional cost to the Customer, remedy any Material Defects so as to ensure it passes the Acceptance Testing as soon as is practically possible and in any event within 20 (twenty) Business Days of the Customer's consideration. Where the Supplier fails to remedy all Material Defects, the Customer may terminate (at the Customer's sole election) the Contract or any relevant Statement of Work on the basis of material breach by the Supplier which is incapable of remedy. Without prejudice to the Customer's other rights and remedies, where the Customer terminates pursuant to this paragraph 2.7, the Supplier shall promptly refund to the Customer the Charges paid to the Supplier in relation to the performance of the Services which have been terminated

and no further sums will be payable by the Customer to the Supplier in respect of such Services pursuant to the Contract or any relevant Statement of Work.

3. Acceptance

- 3.1. When Acceptance Testing has been completed for all Key Deliverables the Customer shall issue an End of Test Report.
- 3.2. Acceptance of a Key Deliverable shall occur when:
 - 3.2.1. all Acceptance Testing for that Key Deliverable has been completed and all Test Cases have passed (or are considered by the Customer to have passed as set out in paragraphs 2.5.2 or 2.6.2) and the Customer is satisfied that the Acceptance Criteria for that Key Deliverable have been met; and
 - 3.2.2. the Supplier has remedied all Material Defects in accordance with paragraph 2.7.
- 3.3. Acceptance of the Solution shall occur when the Customer has Accepted all the Key Deliverables.

SCHEDULE 6

SUPPLEMENTAL SCHEDULE

The Supplier acknowledges and agrees that the Customer uses the Services and Products to provide Services to end customers, many of whom have contract requirements that are to be imposed on the Customer's suppliers in order to satisfy their regulatory requirements. The following terms therefore supplement and preside over the Standard Terms set out at Schedule 4.

Definitions

"Applicable Laws"	<p>any:</p> <ul style="list-style-type: none">(a) law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (according to the law of England and Wales);(b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or(c) legally binding industry code of conduct or guideline <p>in force from time to time which relates to the Contract and/or any products, Goods, and Services provided in connection with the Contract and/or the activities which are comprised in all or some of the Goods and/ or Services or the use or application of the output from the Goods and/ or Services</p>
"Authorised Sub-Processors"	<p>the Sub-Processors authorised by Communis to Process Agreement Personal Data to the extent set out in the relevant Data Processing Annex</p>
"Authority"	<p>any government, agency, regulator or prosecutor</p>
"CFA"	<p>the Criminal Finances Act 2017</p>
"CFA Offence"	<p>an offence under section 45 or section 46 of the CFA</p>
"Data Processing Annex"	<p>the applicable annex(es) agreed by the parties in writing (as amended and updated from time to time) in relation to the Contract which sets out:</p> <ul style="list-style-type: none">(i) in respect of the Agreement Personal Data: the subject-matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects;(ii) any Authorised Sub-Processors permitted to Process Agreement Personal Data in connection with the Agreement <p>an example of which is set out in the Annex to these Conditions</p>

“Data Protection Laws”

all Applicable Laws relating to data protection, the processing of personal data and privacy, including:

- (a) the Data Protection Act 2018;
- (b) (b) the UK General Data Protection Regulation (being Regulation (EU) 2016/679 as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019); and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

and references to **“Controller”**, **“Data Subjects”**, **“Personal Data”**, **“Process”**, **“Processed”**, **“Processing”**, **“Processor”** and **“Supervisory Authority”** have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws

“Data Security Incident”

- (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or
- (b) any vulnerability in any technological and/or organisational measure(s) used to protect any Agreement Personal Data which may result in exploitation or exposure of that Agreement Personal Data

“Facilitation of Tax Evasion Offence”

a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence, as those terms are defined in the CFA

“International Transfer”

a transfer of Agreement Personal Data which is undergoing Processing, or which is intended to be Processed after transfer, to a country outside the United Kingdom (or any part of it) and the countries that comprise the European Economic Area

“Sub-Processor”

any third party appointed by the Supplier to Process Agreement Personal Data

1. Intellectual Property Rights indemnity

- 1.1. The Supplier agrees to indemnify the Customer and its Group Companies and customers against any and all liability, loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Customer, its Group Companies or by a third party whether direct, indirect or consequential arising out of any dispute or contractual, tortious or other claims or proceedings brought by a third party alleging infringement of its Intellectual Property Rights by any of the Services or Deliverables, provided always that:

- 1.1.1. the Customer gives written notice to the Supplier of any such claim or proceeding as soon as reasonably possible following receipt of it;
 - 1.1.2. the Customer makes no admission of liability and gives the Supplier sole authority to defend or settle such claims or proceedings at the Supplier's cost and expense provided that the Supplier considers and defends the claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and
 - 1.1.3. the Customer gives the Supplier all reasonable assistance in connection with any such claims or proceedings at the Supplier's cost and expense.
- 1.2. This clause shall survive expiry or termination of the Agreement and each Contract.

2. Confidentiality

- 2.1. The following obligations shall apply to the disclosure of Confidential Information by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under the Agreement and each Contract.
- 2.2. Subject to clauses 2.3 to 2.7, the Receiving Party:
- 2.2.1. may not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement and/or the Contract;
 - 2.2.2. may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and
 - 2.2.3. shall make every effort to prevent the use or disclosure of the Confidential Information.
- 2.3. The obligations of confidence referred to in all provisions of this clause shall not apply to any Confidential Information that:
- 2.3.1. is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party in connection with the Agreement or the Contract;
 - 2.3.2. is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 2.3.3. is required to be disclosed by any applicable law or regulation; or
 - 2.3.4. is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party, claims to have no obligations of confidence to the other party to this Agreement and/or the Contract in respect of it and who imposes no obligations of confidence on the Receiving Party.
- 2.4. The Supplier may only disclose the Customer's Confidential Information to its personnel who are directly involved in the provision of the Services and

who need to know the information. The Supplier shall ensure that such personnel are aware of, and comply with, these confidentiality obligations.

- 2.5. The Supplier shall not, and shall procure that the personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Agreement or the relevant Contract.
- 2.6. At the written request of the Customer, the Supplier shall procure that each member of its personnel identified in the Customer's request signs a confidentiality undertaking prior to commencing any work in connection with any Contract.
- 2.7. Notwithstanding any other provision of the Agreement or any Contract, nothing in the Agreement or any Contract will prevent or restrict the Customer from providing or disclosing Confidential Information to any member of its Group. The Customer will ensure that each member of its Group will comply with the Customer's obligations under this clause 2 as if it were a party to this Agreement or the Contract.
- 2.8. Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.
- 2.9. The Supplier shall indemnify the Customer and its Group Companies and its and their clients and keep the Customer and its Group Companies and its and their clients indemnified for and against any and all claims, costs, losses, liabilities, damages, and/or expenses suffered by the Customer or its Group Companies as a result of the Supplier's breach of this clause 2.
- 2.10. This clause shall survive expiry or termination of the Agreement and each Contract.

3. **Audit**

- 3.1. The Supplier shall keep and maintain at its normal place of business detailed, accurate and up to date records and books of account showing all payments, receipts and charges relating to the Services, charges under or otherwise relating to each Contract together with any relevant supporting vouchers or other documents (together "**the Books and Records**"). The Supplier shall during the life of each Contract and for 6 (six) years thereafter, permit the Customer and its third party representatives on reasonable notice during normal business hours, but without notice in respect of any reasonably suspected breach of Contract, to access and take copies of the Books and Records in the Supplier's possession or control and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit compliance with the relevant Contract. The Books and Records shall be maintained in accordance with generally accepted accounting practice in the United Kingdom.
- 3.2. The Supplier shall allow the Customer and any auditors of or other advisers to the Customer to access any of the Supplier's premises, Supplier's personnel and relevant records as may be reasonably required in order to:
 - 3.2.1. fulfil any legally enforceable request by any regulatory body; or

- 3.2.2. undertake verifications of the accuracy of the Charges or identify suspected fraud; or
 - 3.2.3. undertake verification that the Services are being provided and all obligations of the Supplier are being performed in accordance with this Agreement and/or the relevant Contract; or
 - 3.2.4. undertake verification that the Supplier's systems protects the integrity, operational availability, confidentiality and security of the Customer's personal data; or
 - 3.2.5. undertake verification that the Customer's IT security policy is being complied with.
- 3.3. The Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services by the Supplier and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.
- 3.4. Subject to the Customer's confidentiality obligations, the Supplier shall provide the Customer (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 3.5. The Customer shall provide at least 3 (three) Business Days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 3.6. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 3, unless the audit identifies a material breach of this Agreement or a Contract by the Supplier, in which case the Supplier shall reimburse the Customer for all its reasonable costs incurred in the course of the audit.
- 3.7. If an audit identifies that:
- 3.7.1. if the audit demonstrates that the Supplier is failing to comply with any of its obligations under this Agreement or a Contract then, without prejudice to the other rights and remedies of the Customer, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to the Customer;
 - 3.7.2. the Customer has overpaid any Charges, the Supplier shall pay to the Customer the amount overpaid within 5 (five) Business Days from the date of receipt of an invoice or notice to do so; and
 - 3.7.3. the Customer has underpaid any Charges, the Supplier shall invoice such amount.
- 3.8. This clause shall survive expiry or termination of the Agreement and each Contract.

4. **Relevant Terms**

- 4.1. The Supplier shall:

- 4.1.1. comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 ("Relevant Requirements");
 - 4.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 4.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements and clause 4.1.2, and will enforce them where appropriate;
 - 4.1.4. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
 - 4.1.5. immediately notify the Customer (in writing) the Supplier has a change in its Control and/or if a foreign public official becomes an officer or employee of the Supplier and/or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees and/or direct or indirect owners at the date of the Contract);
 - 4.1.6. annually during the Contract, certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause 4 by the Supplier and all persons associated with it under clause
- 4.2. The Supplier shall provide such supporting evidence of compliance as Communis may reasonably request.
- 4.3. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 4 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Communis for any breach by such persons of any of the Relevant Terms.

Additional audit and record keeping

- 4.4. The Supplier shall keep and maintain at its normal place of business detailed, accurate and up to date records and books of account showing all payments made and received by the Supplier in connection with the Contract and the steps taken by the Supplier to comply with the Relevant Requirements and clause 4.1.2, in each case during the previous six years. The Supplier shall ensure that such records and books of accounts are sufficient to enable Communis to (a) exercise its rights pursuant to clause 4.5 and (b) where necessary, verify the Supplier's compliance with its obligations under this clause 4
- 4.5. The Supplier shall permit Communis and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 4, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this

clause 4. Such audit rights shall continue for three years after termination of the Contract. The Supplier shall give all necessary assistance to the conduct of such audits during the term of the Contract and for a period of three years after termination of the Contract.

- 4.6. Breach of this clause 4 shall be deemed a material breach.
- 4.7. For the purpose of this clause 4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 4 a person associated with the Supplier includes any subcontractor of the Supplier.

5. PREVENTION OF TAX EVASION

- 5.1. The Supplier will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement will:
 - 5.1.1. not do or omit to do any act or thing which constitutes or may constitute a UK tax evasion offence, a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation of Tax Evasion Offence;
 - 5.1.2. not do or omit to do any act or thing which causes or may cause Communis to commit a CFA Offence;
 - 5.1.3. without prejudice to **clause 5.1.2**, not do or omit to do any act or thing which would cause Communis to commit a CFA Offence or may do so if Communis was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA; and
 - 5.1.4. provide Communis (at the Supplier's cost) with such assistance as it may require from time to time to enable it to perform any activity required by any relevant Authority in any relevant jurisdiction for the purpose of compliance with any proceeds of crime, anti-money laundering or prevention of tax evasion law (including, without limitation, the CFA) or to enable it to self-disclose any conduct to or to co-operate with any Authority.
- 5.2. The Supplier warrants to Communis that it has not, and its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement have not:
 - 5.2.1. been convicted in any jurisdiction of any offence of cheating the public revenue, fraudulently evading any tax or facilitating the fraudulent evasion of any tax or been the subject of any agreement (including, without limitation, any deferred prosecution agreement or similar arrangement) with any Authority concerning any such offence or alleged offence;
 - 5.2.2. done or omitted to do any act or thing which caused or may cause any person to commit an offence under the CFA (or would or may do so if the relevant person was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA);

- 5.2.3. been, and are not, the subject of any investigation, enquiry or enforcement proceedings by any Authority regarding any offence or alleged offence of cheating the public revenue, fraudulently evading any tax or facilitating the evasion of any tax in each case in any jurisdiction;
- 5.2.4. has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 or regulation 80 of the Utilities Contracts Regulations 2016 by reason of it doing any act or thing which constitutes a UK tax evasion offence or a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation of Tax Evasion Offence, or being under investigation in respect of any of the same.
- 5.3. The Supplier will immediately give written notice to Communis upon the occurrence of a breach or suspected breach of any of its obligations under this **clause 5**.
- 5.4. Communis may terminate this Agreement immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under this **clause 5** or if Communis has reasonable cause to believe that the Supplier has facilitated fraudulent evasion of any tax.
- 5.5. Communis will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to remove from the performance of this Agreement any of the Supplier's officers, employees, agents, sub-contractors or any other person who performs services for or on behalf of it in connection with this Agreement and in respect of whom the Supplier is in breach of any of its obligations under **clause 5.1** or any of its warranties under **clause 5.2**.
- 5.6. The Supplier will ensure that any person associated with the Supplier (as determined in accordance with section 44 Criminal Finances Act 2017) who is performing services in connection with this Agreement and any permitted sub-contractor does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier by this clause 5. The Supplier will be responsible for the observance and performance by such persons and subcontractors of those terms and will be directly liable to Communis for any breach by such persons and subcontractors of any of such terms.

6. DATA PROTECTION AND DATA SERVICES

- 6.1. Where the Supplier provides Data Services (which term shall mean the provision of data Goods and data Services) to Communis or to any member of the Communis Group under the Contract, it shall do so on the terms of the Communis standard data licence and sub-licence agreement notified to the Supplier from time to time provided always that the parties will comply with the Data Protection Laws in connection with the supply of the Data Services.
- 6.2. Communis authorises the Supplier to Process the Agreement Personal Data during the term of the Contract (and such further period as notified to the Supplier by Communis in writing) as a Data Processor/Processor solely for the purpose and to the extent described in the Data Processing Annex for the purpose of providing products,

Goods and/or Services to Communis in accordance with the Contract.

- 6.3. In performing the Services and its other obligations under the Contract the Supplier will:
 - 6.3.1. comply with the Data Protection Laws;
 - 6.3.2. not cause (i) Communis, (ii) any other member of its Group and/or (iii) any client of Communis and/or any member of its Group to breach any obligation under the Data Protection Laws; and
 - 6.3.3. notify Communis without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or the Contract, without prejudice to its obligations to comply with, or to any rights or remedies which Communis may have for breach of, the Data Protection Laws or the Contract.
- 6.4. Except for Authorised Sub-Processors to the extent set out in the Data Processing Annex, the Supplier will not engage or use any third party for the Processing of Agreement Personal Data or permit any third party to Process Agreement Personal Data or otherwise publish, disclose or divulge Agreement Personal Data to any third party without the prior written consent of Communis.
- 6.5. If the Supplier appoints a Sub-Processor, the Supplier will ensure that, prior to the Processing taking place, there is a written contract in place between the Supplier and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor equivalent and no less onerous terms as those imposed on the Supplier in the Contract. The Supplier will procure that Sub-Processors will perform all obligations set out in the Contract and the Supplier will remain responsible and liable to Communis, the other members of Communis's Group and each of their clients for all acts and omissions of Sub-Processors as if they were its own.
- 6.6. The Supplier will:
 - 6.6.1. Process the Agreement Personal Data only on documented instructions (including the Contract) from Communis or the relevant member of its Group (acting on behalf of the relevant Data Controller / Controller where relevant) unless the Supplier or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Supplier will notify Communis of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to Communis on public interest grounds;
 - 6.6.2. if the Supplier has any uncertainty regarding Communis's instructions and the parameters of its processing activities in connection with them, immediately notify Communis to seek clarification on such instructions and/or parameters (as relevant);
 - 6.6.3. immediately inform Communis in writing if, in its reasonable opinion, any instruction received from Communis or a member of its Group infringes any Data Protection Laws;

- 6.6.4. without prejudice to clause 6.6.1, ensure that Agreement Personal Data will only be used for the purpose and to the extent described in the Data Processing Annex;
- 6.6.5. without prejudice to clause 6.6.1, not without the prior written consent of Communisis:
 - 6.6.5.1. convert or use any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
 - 6.6.5.2. use any Agreement Personal Data for "big data" analysis or purposes; or
 - 6.6.5.3. match or compare any Agreement Personal Data with or against any other Personal Data (whether the Supplier's or any third party's);
- 6.6.6. ensure that any person authorised to Process Agreement Personal Data:
 - 6.6.6.1. has committed themselves to confidentiality or is under an appropriate statutory obligation of confidentiality; and
 - 6.6.6.2. complies with this clause 6; and
 - 6.6.6.3. is appropriately reliable, qualified and trained in relation to their Processing of Agreement Personal Data;
- 6.6.7. keep all Agreement Personal Data confidential in accordance with clause 2 save that any provisions under clause 2 permitting the Processing (including disclosure) of Agreement Personal Data will be subject to the provisions of this clause 6;
- 6.6.8. at the option of Communisis at any time upon request, securely delete or return to Communisis or transfer to any replacement supplier, customer or other third party nominated in writing by Communisis any and/or all Agreement Personal Data promptly, and securely delete any remaining copies and, as requested by Communisis, promptly certify (via a director) when this exercise has been completed; and
- 6.6.9. except as otherwise stated in any other provision(s) of the Contract that expressly deal with the deletion or retention of data, securely delete Agreement Personal Data within 90 days of (i) the performance of the Services that relate to such Agreement Personal Data; or (ii) expiry or termination of the Contract (whichever the sooner). This Supplier will, as requested by Communisis, promptly certify (via a director) when this exercise has been completed.
- 6.7. The Supplier will not make an International Transfer without Communisis's prior written consent (save that this clause 6.7 will not affect any International Transfers permitted under the Contract). If Communisis gives its prior written consent to an International Transfer, before making that International Transfer the Supplier will demonstrate or implement, to Communisis's satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. If the appropriate

safeguards demonstrated or implemented by the Supplier (or the relevant Data Processor/Processor) in accordance with this clause 6.7 are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, the Supplier will, without undue delay and within any timeframes notified to the Supplier by Communisis in writing, implement such alternative measures as may be required by (i) Communisis, (ii) the relevant member of Communisis's Group and/or (iii) the client of Communisis and/or member of its Group, (as required by Communisis) to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. The Supplier or the relevant Sub-Processor will not need to comply with the conditions set out in this clause 6.7 if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Supplier will notify Communisis of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to Communisis on public interest grounds.

6.8. The Supplier will:

6.8.1. implement, and assist (i) Communisis, (ii) the relevant member of Communisis's Group and (iii) where relevant, each client of Communisis and/or member of its Group to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;

6.8.2. notify Communisis immediately:

6.8.2.1. if at any time the Supplier or a Sub-Processor is aware of any reason why it is unable to comply with clause 6.8.1, without prejudice to its obligation to comply with, or to any rights or remedies which Communisis may have for breach of, clause 6.8.1; and

6.8.2.2. of any changes that it makes to the technical and organisational measures to protect the Agreement Personal Data and shall not be entitled to reduce any of the security measures that protect the Agreement Personal Data without Communisis' express written consent;

6.8.3. comply with:

6.8.3.1. Communisis' Security Baseline Standards (copies available upon request) as updated, amended and/or replaced by Communisis giving written notice to the Supplier from time to time; and

6.8.3.2. with such encryption obligations as are notified to it by Communisis, but in any event shall ensure (i)) the encryption using AES-256 encryption or higher of all Agreement Personal Data stored in digital or electronic form and/or transmitted across external networks; and (ii) the secure management of cryptographic keys; and

6.8.4. notify Communisis by e-mail at data.protection-supplier@communisis.com and in writing addressed to Communisis' Data Protection Compliance Team to Communisis' registered address (or such other address as Communisis may have communicated to the Supplier from time to time) without

undue delay and in any event within 24 hours after becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Supplier (and Sub-Processors) may not delay notification under this clause 6.8.4 on the basis that an investigation is incomplete or ongoing;

- 6.8.5. promptly (and in any event within two Business Days) notify Communis of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;
- 6.8.6. provide reasonable assistance to (i) Communis, (ii) the relevant member of Communis's Group and (iii) where relevant, each client of Communis and/or member of its Group in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Agreement Personal Data, including by appropriate technical and organisational measures, insofar as this is possible;
- 6.8.7. not, without Communis's prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data; and
- 6.8.8. assist (i) Communis, (ii) the relevant member of Communis's Group and/or (iii) where relevant, each client of Communis and/or member of its Group in:
 - 6.8.8.1. documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
 - 6.8.8.2. taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
 - 6.8.8.3. conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 6.8.9. make available to (i) Communis, (ii) the relevant member of Communis's Group and (iii) where relevant, each client of Communis and/or member of its Group all information necessary to demonstrate compliance with the obligations set out in this clause 6;

- 6.8.10. allow for and contribute to audits, including inspections, conducted by Communisis or another auditor mandated by Communisis;
 - 6.8.11. promptly provide complete and accurate information in response to any due diligence requests or questionnaires as requested by Communisis relating to any actual or potential Processing or Personal Data by the Supplier; and
 - 6.8.12. except to the extent expressly permitted in accordance with the Contract, ensure that it does not transmit in any form or by any means whatsoever Agreement Personal Data outside its usual places of business or that of its Sub-Processors.
- 6.9. The Supplier:
- 6.9.1. warrants on an ongoing basis that the Data Processing Annex (as amended and updated) contain accurate and complete details of the Processing of Agreement Personal Data;
 - 6.9.2. will promptly notify Communisis in writing in advance of any changes required to the Data Processing Annex to reflect any changes to the Processing of Agreement Personal Data;
 - 6.9.3. will be responsible for its own costs in complying with its obligations under this clause6;
 - 6.9.4. acknowledges that the Agreement Personal Data may contain Personal Data obtained by third parties and Communisis will be reliant on such third parties to ensure that any such Personal Data provided for Processing in connection with the Contract is provided in compliance with the Data Protection Laws. Provided that Communisis has used reasonable endeavours to require the relevant third party or third parties to provide information that complies with the Data Protection Laws, Communisis shall have no liability (whether in contract, tort (including negligence), breach of statutory duty, restitution, pursuant to an indemnity or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) to the Supplier arising out of or in connection with any failure of Agreement Personal Data that has been supplied to Communisis by a third party (including any clients of Communisis and/or any member of the Communisis Group) to comply with the requirements of Data Protection Laws; and
 - 6.9.5. will act reasonably and in good faith to agree to amendments to the Contract as requested by Communisis to reflect the impact of any changes to Data Protection Laws on the Contract and/or the Goods and/or Services.
- 6.10. The Supplier will prepare and securely maintain a record of all categories of Processing activities carried out on behalf of (i) Communisis, (ii) the relevant member of Communisis's Group and (iii) each client of Communisis and/or member of its Group in relation to the Agreement Personal Data, including as a minimum: (i) its name and contact details and details of its Data Protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of Communisis, other members of Communisis's Group and each of their clients; (iii) International Transfers; (iv) a general description of the technical and

organisational security measures referred to in clause 6.8.1; and (v) the same information in relation to any Sub-Processor, together with its name and contact details (together the "Data Record"). The Supplier will promptly upon request securely supply a copy of the Data Record to Communisis.

- 6.11. The Supplier acknowledges that Communisis and its Group are reliant on the Supplier to provide Goods and Services to their clients that are compliant with Data Protection Laws and that a failure by the Supplier to comply with this clause 6 and/or the Data Protection Laws could result in losses, liabilities, costs, damages, claims, proceedings and/or expenses being suffered by (i) Communisis; (ii) members of Communisis' Group; and/or (iii) clients of Communisis and/or the members of its Group.
- 6.12. The Supplier will indemnify Communisis, each other member of Communisis's Group and each client of Communisis and/or the members of its Group against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Supplier or any Sub-Processor of any of its obligations under this clause 6 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) and/ or the Data Protection Laws.
- 6.13. Any breach of this clause 6 by the Supplier or any Sub-Processor will be a material breach of the Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

7. Sanctions

- 7.1. The Supplier warrants and undertakes that: it has complied with, and each is presently in compliance with, all Applicable Laws restricting or prohibiting transactions with, or the export, provision, purchase or sale of goods and/or services to, any person pursuant to any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, the "Sanctions Authorities"); Neither the Supplier nor any of its affiliates is a person named on the list of Specially Designated Nationals maintained by OFAC or is otherwise the target or subject of sanctions administered by any other Sanctions Authority (each such person, a "Sanctioned Person") and, to the knowledge of the Supplier none of their respective directors, officers and employees is a Sanctioned Person, and is owned or controlled more than 50% by a sanctioned person.

8. Liability

- 8.1. Nothing in this Agreement or in any Contract shall exclude or limit either party's liability:
 - 8.1.1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2. for fraud or fraudulent misrepresentation;

- 8.1.3. under clauses 1, 2, 4, 6 and 7 of this Schedule 6; or
 - 8.1.4. for breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) or any other liability which cannot be excluded or limited under applicable law.
- 8.2. Subject to clause 8.1, the Customer shall not under any circumstances whatever, whether under the Agreement or any Contract, be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any of the following, and whether, in clauses 8.2.1 to 8.2.6, direct or indirect:
- 8.2.1. loss of profit;
 - 8.2.2. loss of business;
 - 8.2.3. depletion of goodwill, reputation or similar losses;
 - 8.2.4. loss of anticipated savings;
 - 8.2.5. loss of contract;
 - 8.2.6. wasted management time; or
 - 8.2.7. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.3. Subject to clauses 8.1 and 8.2, the Customer's total liability (including any liability for its Group Companies) in respect of claims based on any event or series of events and in the aggregate in any calendar year arising out of or in connection with this Agreement, whether in contract or tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the higher of the sum of £1,000,000 (one million pounds sterling) or the Charges paid to the Supplier in that calendar year pursuant to the Agreement.
- 8.4. Subject to clause 8.1, the Supplier's total liability in respect of claims based on any event in any calendar year arising out of or in connection with the Contract, whether in contract or tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the higher of the sum of £1,000,000 (one million pounds sterling) or the Charges paid to the Supplier in that calendar year pursuant to the Agreement..
- 8.5. The Supplier undertakes and agrees to maintain in force at least the following insurance cover with an insurer of repute to cover its liability in respect of the full performance of all of its duties and obligations under this Agreement and each Contract and in particular the liability accepted by the Supplier under this clause:
- 8.5.1. a public liability insurance policy with a limit of at least £10 million per claim;
 - 8.5.2. a professional indemnity insurance policy with a limit of at least £2 million per claim;

- 8.5.3. employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year;
- 8.5.4. product liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year.
- 8.6. The Supplier agrees to produce evidence of the nature and extent of cover and the validity of the policy satisfactory to the Customer within 10 (ten) Business Days of the Customer's request at any time.
- 8.7. The Supplier will at all times comply with the terms of its insurance policy.
- 8.8. All amounts due to the Customer under this Agreement or a Contract shall be paid by the Supplier in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 8.9. This clause shall survive expiry or termination of the Agreement and each Contract.

Data Processing Annex

Part A – Supplier

Subject matter of Processing	
Duration of Processing	
Nature of Processing	
Purpose of Processing	
Type of Personal Data	
Categories of Data Subject	
Location of Processing including International Transfers	
The Supplier's primary point of contact for Data Protection matters	

Part B - Authorised Sub-Processors

Authorised Processor	Sub-Processor	Details of Processing Authorised by Communitis
		<p>Subject matter of Processing:</p> <p>Duration of Processing:</p> <p>Nature of Processing:</p> <p>Type of Personal Data:</p> <p>Categories of Data Subject:</p>
		<p>Subject matter of Processing:</p> <p>Duration of Processing:</p> <p>Nature of Processing:</p> <p>Type of Personal Data:</p> <p>Categories of Data Subject:</p>
		<p>Subject matter of Processing:</p> <p>Duration of Processing:</p> <p>Nature of Processing:</p> <p>Type of Personal Data:</p> <p>Categories of Data Subject:</p>
		<p>Subject matter of Processing:</p> <p>Duration of Processing:</p> <p>Nature of Processing:</p> <p>Type of Personal Data:</p> <p>Categories of Data Subject:</p>