

EDITIONS PUBLISHING LIMITED trading as Editions Financial ("EF") STANDARD TERMS (the "Standard Terms")

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Terms:

Agreement means the Quotation, these Standard Terms and the Scope of Work;

Agreement Personal Data means Personal Data which is to be Processed under this Agreement, as more particularly described in the Data Processing Annex

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks are open for business;

Confidential Information means in relation to either party (the "Disclosing Party") any and all information whether in oral, tangible or in documented form concerning the business or affairs of that party (or its Group companies) which is disclosed to or otherwise learnt, acquired or developed by the other party (the "Receiving Party") where (a) such information is by its nature confidential; (b) the Receiving Party knows or ought to know such information is confidential; or (c) such information is designated by the Disclosing Party as confidential;

Control means in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and "Controls" and "Controlled" will be construed accordingly

Customer means the person(s), firm or company who procures any Service from EF;

Customer Materials means any content, text, materials, document, file, item or thing, in whatever form including audio and audio-visual materials, film screens, branding, logos, drawings, artwork, graphics, photographs, images, designs, business forms, information, descriptions, files, SMS or other messages and/or data, provided to EF;

Data means all data (including any personal data) belonging to the Customer or to any of the Customer's clients which is from time to time held or processed by EF in providing the Services;

Data Processing Annex means the annex(es) agreed by the parties in writing (as amended and updated from time to time) in relation to this Agreement which sets out in respect of the Agreement Personal Data: (i) the subject-matter and duration of the Processing; (ii) the nature and purpose of the Processing; and (iii) the type of Personal Data and categories of Data Subjects, an example of which is set out in the Appendix to these Standard Terms

Data Protection Laws means any laws in force in the United Kingdom from time to time that relate to the Processing of personal data under this Agreement, 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 "Data Processor", "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 laws;

Data Security Incident means 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

Deliverables means those items (including content, copywriting, audio visual) which EF will provide and/or make available to or on behalf of the Customer as part of the Services including those (if any) identified or referred to in the Scope of Work;

Disclosing Party means either or both of EF and the Customer, disclosing Confidential Information to the other;

EF Tools means all know-how, software, development tools, processes, methodologies and technologies, documents, data and other material (but excluding any Data and/or Customer Materials), the Intellectual Property Rights of which are vested in or used by EF in performing the Services whether or not such EF Tools are created as a result of the provision of the Services to the Customer and/or at the request of the Customer;

Fees means the fees for the Services set out in or referred to in the Quotation;

Force Majeure means any act, event, omission or accident beyond EF's reasonable control which will include acts of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, epidemic, insurrection or civil disturbance; terrorism; governmental actions; acts or omissions of a third party, including any subcontractor; strikes, lockouts or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; restraints or delays affecting carriers; malicious damage or acts of hackers; failure in information technology or telecommunications services; failure of a third party software manufacturer; and a virus that cannot be detected or controlled by the use of reasonable anti-virus protective measures;

Group together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time

Intellectual Property Rights means all intellectual and industrial property rights including patents, know how, registered trademarks, registered designs, utility models, unregistered design rights and unregistered trademarks, service marks, rights to prevent passing off for unfair competition and copyright (including future copyright), database rights, domain names, topography rights and any other rights in any invention, discovery or process, in each case subsisting at any time in any part of the world (whether registered or unregistered) and together with all renewals pending applications or rights to apply for registration, and extensions thereof;

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

Quotation means the quotation for the Services including any documents referred to in them, to which these Standard Terms are appended or which otherwise incorporate these Standard Terms by reference;

Receiving Party means either or both of EF and the Customer, in receipt of Confidential Information disclosed to it by the other;

Scope of Work means the brief (if any) prepared by EF, together with a detailed specification of the Services to be provided as prepared by EF;

Services means those content, copywriting, audio visual, design and consultancy services described or referred to in the Scope of Work; and

Sub-Processor any third party appointed by EF to Process Agreement Personal Data

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as may be amended from time to time;

1.2 Except as otherwise stated in these Standard Terms or required by their context: (a) references to writing or written includes faxes but not email; (b) references to parties are to EF and the Customer; (c) references to a Paragraph are to the relevant paragraph of these Standard Terms; and (d) references to including and include(s) mean respectively including without limitation and include(s) without limitation (e) the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. ENTIRE AGREEMENT

2.1 The Customer acknowledges and agrees that the Agreement contains the only terms and conditions upon which EF will provide the Services and will govern the relationship between EF and the Customer to the entire exclusion of all other terms or conditions and all previous oral or written representations. No terms or conditions endorsed upon, delivered with or contained in any purchase order, confirmation of order, Customer prepared brief or any other document will form part of the Agreement whether or not such document is referred to in the Agreement.

2.2 Any variation to the Agreement will have no effect unless expressly agreed in writing and signed by an authorised representative of each party.

3. SPECIFICATION

3.1 All advertising, samples, artwork, specifications, illustrations or descriptive material made available by EF and any descriptions or illustrations contained in EF's sales literature, catalogues, brochures,

quotation, price list, acknowledgement of order, invoice, service level agreement or other document or other information issued by EF (including on its website) are issued or published for the sole purpose of giving an approximate idea of the Services and Deliverables described in them. They will not form part of the Agreement unless specifically stated otherwise. All documents containing such illustrative or descriptive material (as well as the Intellectual Property Rights in such material) shall remain the exclusive property of EF or its third party licensors, and must not be copied, loaned or transferred.

- 3.2 Any typographical, clerical or other error or omission in any of the documents referred to in Paragraph 3.1 shall be subject to correction without any liability on the part of EF.
- 3.3 The Customer must ensure that any artwork, sketches, files containing Data, specifications, descriptions, information or other instructions supplied by or on behalf of the Customer in connection with the manufacture or sale of the Deliverables or provision of the Services are supplied to EF in the manner (including regarding format and method of delivery) directed by EF and are accurate, unambiguous and clearly legible and meet the Customer's requirements.
- 3.4 Where EF is supplied with Customer Materials or is requested to use specific material by the Customer when undertaking the Services:
 - (a) EF will not be liable for any delay in or inability to perform the Services or for any additional costs incurred in performance of the Services or for any defect or error in the Services or Deliverables or errors in or additional costs associated with their delivery to the extent that such delay, inability, costs, defect or error were caused by defects in or unsuitability of the Customer Materials or specified materials, or the Customer's failure to supply the Customer Materials to EF in the manner (including regarding format and method of delivery) directed by EF, it being noted and agreed that EF may not be able to identify defects in the Customer Materials or specified materials, or the unsuitable nature of the Customer Materials or specified materials until production has commenced, and where additional costs are incurred by EF such costs shall be recoverable from the Customer;
 - (b) EF may reject any of the Customer Materials or specified materials which in its opinion are unsuitable;
 - (c) EF may, if the Customer Materials or specified materials are found to be unsuitable during production or have been supplied to EF otherwise than in the manner (including regarding format and method of delivery) directed by EF, charge the additional production costs incurred by EF to the Customer after notifying, where possible, the Customer in writing of the unsuitability of the Customer Materials or specified materials; and
 - (d) EF accepts no responsibility for imperfect work caused by defects in or unsuitability of the Customer Materials or specified materials.

4. THE SERVICES

- 4.1 EF will: (a) perform its obligations as set out in the Agreement; (b) ensure the Services are in line with the Scope of Work; (c) perform the Services using reasonable skill and care.
- 4.2 EF may make any changes to the Scope of Work, design, materials or functionality of the Deliverables or provision of the Services: (a) which are required to comply with any applicable legal or regulatory requirements; (b) are required or advisable to prevent the Services and/or Deliverables infringing third party rights, including Intellectual Property Rights; or (c) which in EF's reasonable opinion, do not materially affect the quality or performance of the Services.
- 4.3 Time for performance of the Services will not be of the essence.
- 4.4 If EF is in breach of Paragraph 4.1, EF will at its option re-perform the Services (or the defective part) or refund the Fees pro rata, provided that if EF so requests, the Customer will return to EF or destroy the Deliverables or the part of such Deliverables which is defective. If EF complies with this Paragraph 4.4 it will have no further liability for a breach of Paragraph 4.1 in respect of such Services.

5. CUSTOMER RESPONSIBILITIES

- 5.1 The Customer will comply with its obligations under the Agreement and with any reasonable instructions of EF and will provide all such assistance to EF as EF may request including the provision of (a) the Customer Materials in the manner (including regarding format and method of delivery) directed by EF; and (b) approvals and sign-off by the Customer of the Deliverables in accordance with these Standard Terms.
- 5.2 The Customer is responsible for obtaining, at its own cost, all necessary consents, clearances and authorisations which may be required by all applicable law and any regulatory and other authorities or commercial providers in respect of its receipt of the Services and use of the Deliverables. In particular, the Customer agrees that it, and not EF, is responsible for ensuring the use of the Customer's own and any third party photographs, images, sounds and text in the Deliverables does not infringe third party Intellectual Property Rights, whether those third party materials are sourced by the Customer or by EF on the Customer's behalf.
- 5.3 It is a condition of the Agreement and the Customer is responsible for checking that any Customer specifications or requirements, Customer Materials, Data and other materials or instructions provided or specified by or on behalf of the Customer to EF (**Customer-supplied items**) and for reviewing and approving any Deliverables (**EF-supplied items**) to ensure that each such Customer-supplied or EF-supplied item will: (a) not contain anything that is libellous, defamatory, offensive or abusive; (b) not be of an obscene, nuisance or threatening nature; (c) not be calculated to demean or be discriminatory of any person or infringe their human or moral rights; (d) comply with and not infringe or contain anything which is alleged to infringe the statutory or common law rights of any person including any third party Intellectual Property Rights; and (e) comply with all applicable laws, codes of practice, guidance and regulatory requirements from time to time (**Regime**) including but without limitation the Data Protection Laws, the Consumer Credit Act 1974, the Financial Services and Markets Act 2000, the Consumer Credit (Advertisements) Regulations 2004 and the Consumer Credit (Advertisements) Regulations 2010, any guidance issued by legal and regulatory bodies regarding advertising and sales promotion including, but without limitation, the UK Code of Broadcast Advertising, Sales Promotion and Direct Marketing, the Direct Marketing Association Code of Practice and the rules of the Advertising Standards Authority, the APACS standards and any guidance, codes of practice and regulatory requirements regarding communications including those of Ofcom, the Office of Fair Trading, the Financial Conduct Authority, the Prudential Regulation Authority, the Trading Standards Services and the Advertising Standards Authority; and (f) meet the Customer's requirements.
- 5.4 The Customer will indemnify and keep EF fully indemnified against all claims, demands, costs, liabilities and losses (including all interest, penalties, legal and other professional costs and expenses) arising directly or indirectly from any breach or alleged breach of its obligations under this Paragraph 5 and from any third party claim against EF alleging infringement by EF of any third party rights including Intellectual Property Rights contained in the Customer Materials, Data or other materials, specification or instructions provided or specified by or on behalf of the Customer.
- 5.5 The Customer will comply with all applicable laws and regulatory requirements in its receipt of the Services and the use of the Deliverables by the Customer or by EF or another third party on the Customer's behalf.
- 5.6 The Customer 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 Customer 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 Customer none of their respective directors, officers and employees is a Sanctioned Person, and is owned or controlled more than 50% by a sanctioned person.

6. SIGN-OFF

- 6.1 EF will provide the Customer with proofs of the Deliverables which the Customer must sign-off in accordance with this Paragraph 5.6. The Customer must sign-off proofs in sufficient time for EF to meet its obligations under the Agreement. The proofs may be sent to the Customer by email with a link to a website, or in a sample email (or any other means) which the Customer will access to review the proofs or may be delivered to the Customer.
- 6.2 The Customer will check all proofs prepared by EF and will promptly advise EF if any proof is in any respect incorrect or requires amendment or is infringing, defamatory, inaccurate, misleading or otherwise contrary to any applicable legal or regulatory requirement and/or may give rise to legal or regulatory action.
- 6.3 Following sign-off EF will not be responsible for errors in the Deliverables or the Services, unless it has failed to produce the Deliverables or perform the Services materially in accordance with the proofs signed-off by the Customer.
- 6.4 The Customer will pay for any additional work that may be necessary due to the Customer's failure to correct or amend a proof correctly prior to sign-off.
- 6.5 EF may charge the Customer an additional charge if alterations, additional proofs and/or other works are carried out: (a) at the Customer's request after proofs or samples have been signed-off; (b) where style, type or layout is left to EF's judgement and the Customer requests variations to that aspect or aspects of the proof; or (c) where drawings, proofs or other instructions supplied to EF by or on behalf of the Customer are not clear and/or not legible and/or contained errors.
- 7. CHANGES TO SCOPE**
- 7.1 If at any time the Customer wishes to make any alternations to all or any part of the Services including the Scope of Work, and/or Customer Materials and/or Data then the Customer will provide EF with full written particulars of such alterations and with such further information as EF may require.
- 7.2 EF will either decline to undertake such alterations or will submit to the Customer a quotation for such alterations specifying what changes (if any) will be required to the Services including to Fees and the Deliverables.
- 7.3 Upon receipt of such quotation the Customer will either: (a) accept such quotation, in which case the Services will be deemed to be amended accordingly; or (b) withdraw the proposed alterations in which case the Agreement will continue in force unchanged.
- 8. FEES AND PAYMENT**
- 8.1 The Fees are set out in or referred to in the Quotation and are exclusive of value added tax.
- 8.2 The Customer will pay the Fees within thirty (30) days from the date of receipt of the invoice. Time for payment will be of the essence. If the Fees are overdue EF may, in addition to any other right or remedy, suspend the Customer's access to the Services and/or suspend the provision of the Services without liability to the Customer.
- 8.3 EF reserves the right to charge interest on any payment not made when due at the rate of 4% (four per cent) above the base rate of Barclays Bank from time to time. Interest will be charged from the day that any amount becomes a late payment until it represents cleared funds in EF's bank account.
- 8.4 EF will have a lien on all Customer Materials and any other property of the Customer held by EF for all monies due from the Customer to EF under the Agreement.
- 8.5 The Customer will not be entitled to deduct from any sum due to it by EF any sum then due or which at any time thereafter may become due to the Customer from EF.
- 8.6 Without prejudice to any other right or remedy which EF may have if any sum of money will be recoverable from the Customer or payable by the Customer to EF, EF may deduct such sum from any sums payable to the Customer under the Agreement.
- 8.7 Payments shall be made in such currency and into such bank account as EF shall nominate from time to time in writing.
- 8.8 Payment will not be deemed to have been received until EF has received cleared funds.
- 8.9 All payments payable to EF under the Agreement shall become due immediately upon termination of the Agreement despite any other provision.
- 8.10 If the production or delivery of the Deliverables or the provision of the Service is suspended at the request of the Customer or delayed due to the default of the Customer, EF may charge the Customer for the work carried out to such time, any materials ordered for the Customer and any other additional costs incurred as a result of such suspension or delay, and such charge shall be payable immediately by the Customer.
- 9. CUSTOMER'S PROPERTY**
- 9.1 All Customer Materials, Data and any other property supplied to EF by or on behalf of the Customer will remain the property of and at the risk of the Customer.
- 9.2 EF reserves the right to make a reasonable charge for storage of any Customer Materials, Data and/or any other property of the Customer left with it after termination or expiry of the Agreement and which the Customer instructs EF not to destroy. If the Customer does not wish to pay for such storage EF may destroy such property after giving the Customer not less than four weeks' notice of the charge for storage and such destruction shall be deemed to be on the Customer's instructions.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The Customer warrants that it owns (or is licensed to use in accordance with the Agreement) all rights, including Intellectual Property Rights, in the Customer Materials and the Data, and the Customer grants to EF and to its sub-contractors a non-exclusive, royalty free, sub-licensable licence to use, reproduce, adapt and exploit the Customer Materials and the Data (including all Intellectual Property Rights therein) for the purpose of EF performing its obligations under the Agreement.
- 10.2 Subject to Paragraphs 10.3 and 10.5 and the payment by the Customer of the full amount of the Fees all Deliverables and Intellectual Property Rights therein will, as between EF and the Customer, become the exclusive property of the Customer. To the extent that any such rights vest in the EF, EF will assign all its right, title and interest in the Intellectual Property Rights in any Deliverables (including any future rights) to the Customer and will do all acts and execute all documents as may reasonably be required to vest all such rights in the Customer.
- 10.3 All EF Tools and Intellectual Property Rights therein are and will as between EF and the Customer remain the exclusive property of EF or its licensors and the Customer agrees and acknowledges that it will acquire no right title or interest therein. Subject to Paragraph 10.4 and to payment by the Customer of the full amount of the Fees, EF will grant to the Customer a non-exclusive, non-transferable, non-sub-licensable, perpetual, revocable licence to use EF's Intellectual Property Rights in the EF Tools for the sole express purpose for which the EF Tools were supplied, and the Customer will have no licence for any other use without the express written consent of EF.
- 10.4 EF may use the name and any brand or trademark or trading name and logo of the Customer in its own publicity materials including brochures, catalogues, advertising material and EF's website or any website of its Group. EF grants the Customer a non-exclusive licence to use the name and any brand or trademark or trading name and logo of EF in the Deliverables for the sole and express purposes for which the Deliverables are supplied and the Customer shall have no licence for any other use without the express consent in writing of EF.
- 10.5 The Customer acknowledges and agrees that: (a) where EF uses any product, service or material from a third party in connection with the provision of the Services excluding any stock images (**Third Party Material**) EF will to the extent necessary to allow the Customer to receive the Services, use its reasonable endeavours to procure, at the cost of the Customer, a licence of such rights in favour of the Customer or grant a sub-licence of the Third Party Material to the Customer; (b) EF will be entitled, at its sole discretion, to use design features, skills and techniques contained in the creation of the Deliverables and/or the provision of the Services, including fonts, typefaces, colours and other stylistic features and combinations thereof (**Features**), in materials produced by EF for other customers and for its own promotional and other purposes. All rights in such Features will remain vested in EF or its licensors

and such use will not constitute an infringement of the Customer's rights.

11. DATA PROTECTION AND PRIVACY

11.1 The Customer authorises EF, on its own behalf and on behalf of the other members of its Group (as applicable), to Process the Agreement Personal Data during the term of this Agreement as a Data Processor/Processor for the purpose set out in the Data Processing Annex.

11.2 The Customer warrants to EF, on its own behalf and on behalf of the other members of its Group, that:

(a) it has all necessary rights to authorise EF and any Sub-Processors to Process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws; and

(b) its instructions to EF and/or any Sub-Processor(s) relating to Processing of Agreement Personal Data will not put EF or any Sub-Processors in breach of Data Protection Laws.

11.3 If EF reasonably considers that any instructions from the Customer or a member of its Group relating to Processing of Agreement Personal Data may put EF and/or any Sub-Processors in breach of Data Protection Laws and/or any provision of this Agreement, EF will be entitled not to carry out that Processing and will not be in breach of this Agreement or otherwise liable to the Customer or any member of its Group as a result of its failure to carry out or delays in carrying out that Processing.

11.4 Each party will comply with the Data Protection Laws in respect of Agreement Personal Data.

11.5 Without prejudice to any provisions in the Agreement expressly relating to subcontracting, the Customer gives general authorisation for EF to appoint other Processors and/or Sub-Processors to Process Agreement Personal Data for the purposes of EF performing its obligations and exercising its rights under this Agreement. EF will inform the Customer of (but will not be required to obtain the Customer's consent to) any intended changes concerning the addition or replacement of such Processors and/or Sub-Processors.

11.6 If EF appoints a Sub-Processor, EF will put a written contract in place between EF and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor substantially similar terms as appropriate to the sub-Processing they will undertake. EF will remain liable to the Customer for performance of the Sub-Processor's obligations.

11.7 EF will:

(a) Process the Agreement Personal Data only on documented instructions from the Customer or the relevant member of its Group (unless EF or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with applicable laws, in which case EF will notify the Customer of such legal requirement prior to such Processing unless such applicable laws prohibit notice to the Customer). For the purpose of this **paragraph (a)**, the obligations on EF to perform the Services are documented instructions. Nothing in this **paragraph (a)** will permit the Customer to vary EF's obligations and/or any instructions under this Agreement other than with EF's prior written agreement. Any requests by the Customer to vary EF's obligations and/or any instructions must be sent to ContractManagement@EF.com;

(b) without prejudice to **paragraphs 11.2(b)** and **11.4**, promptly inform the Customer upon becoming aware if, in its reasonable opinion, any instruction received from the Customer or a member of its Group infringes any Data Protection Laws;

(c) ensure that any individual authorised to Process Agreement Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality;

(d) at the option of the Customer, delete or return to the Customer all Agreement Personal Data after the end of the provision of Services relating to Processing, and

delete any remaining copies. EF will be entitled to retain any Agreement Personal Data which:

- (i) it has to keep to comply with any applicable law;
- (ii) it is required to retain for insurance, accounting, taxation, legal, regulatory or record keeping purposes;
- (iii) is necessary to reproduce products, assess quality and investigate and resolve quality and performance issues.

This **paragraph 11** will continue to apply to retained Agreement Personal Data; and

(e) notwithstanding any provision to the contrary in this Agreement, be entitled to delete the Agreement Personal Data in accordance with its normal data cleansing policies.

11.8 EF will only make an International Transfer if:

(a) the government of the United Kingdom or the European Commission (as applicable) makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;

(b) EF or the relevant Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the Customer will execute any documents (including data transfer agreements) relating to that International Transfer which EF or the relevant Sub-Processor requires it to execute from time to time; or

(c) EF or the relevant Sub-Processor is required to make the International Transfer to comply with applicable laws, in which case EF will notify the Customer of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to the Customer on public interest grounds.

EF will, upon request from the Customer, provide the Customer with details of the locations of International Transfers where Agreement Personal Data is transferred and the adequate safeguards it has in place in respect of such International Transfers.

11.9 EF will:

(a) implement appropriate technical and organisational measures (i) as set out in this Agreement; or (ii) where no specific security measures are set out, to ensure a level of security appropriate to the risk of the Processing undertaken by EF under this Agreement;

(b) notify the Customer without undue delay after becoming aware of a Data Security Incident;

(c) be entitled not to carry out Processing of Agreement Personal Data and will not be in breach of this Agreement or otherwise liable to the Customer or any member of its Group as a result of its failure to carry out such Processing if EF reasonably considers that the Processing of Agreement Personal Data may result in a Data Security Incident;

(d) provide reasonable assistance to the Customer (at the Customer's cost) in:

(i) complying with its obligations under the Data Protection Laws relating to the security of Processing Agreement Personal Data;

(ii) responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;

(iii) documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects; and

(iv) conducting privacy impact assessments of any Processing operations and consulting with

Supervisory Authorities, Data Subjects and their representatives accordingly.

11.10 EF will:

- (a) make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this **paragraph 11**; and
- (b) without prejudice to any audit provisions set out in the Agreement, allow for and contribute to up to one audit per calendar year and any additional audits required in writing by the Information Commissioner's Office, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that the Customer gives EF at least 14 days' prior written notice of each such audit and that each audit is carried out at the Customer's cost, during EF's normal business hours, so as to cause the minimum disruption to EF's business and without the Customer or its auditor having any access to any data belonging to a person other than the Customer or members of its Group. Any materials disclosed during such audits and the results of and/or outputs from such audits will be kept confidential by the Customer and each member of its Group.

11.11 The Customer has sole responsibility for and shall ensure (and shall procure that each member of the Customer's Group ensures) that:

- (a) it has all necessary rights to authorise EF and its Sub-Processors to Process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws;
- (b) it has provided adequate fair processing notices to, and obtained all necessary consents from all Data Subjects to enable EF and its Sub-Processors to Process the Agreement Personal Data for the purposes of providing the Services and performing its obligations and exercising its rights as set out in this Agreement in compliance with the Data Protection Laws and all guidance issued by the Information Commissioner's Office and any other supervisory authorities;
- (c) it shall provide EF with only Agreement Personal Data that is adequate, readable, relevant, limited to what is necessary for the lawful purposes for which they are processed, permissible under the Data Protection Laws and not corrupt, lost, damaged, degraded or otherwise unusable;
- (d) it will ensure that all Agreement Personal Data that it shares with or makes available to EF and/or any member of EF Group is encrypted using AES-256 encryption or higher, password protected and otherwise subject to technical and organisational measures to ensure a level of security appropriate to the risk;
- (e) it complies with information security management standards equivalent to ISO/IEC 27001 and, where payment card data will be processed by the Customer, PCI DSS;
- (f) all Agreement Personal Data provided to EF is accurate and where necessary, kept up to date; and
- (g) its instructions to EF relating to Processing of Agreement Personal Data will not breach, and will not put either party in breach of, Data Protection Laws.

11.12 The Customer will reimburse EF for all additional costs and liabilities incurred by EF resulting from any failure or delay(s) by the Customer to comply with its obligations under the Agreement (including **paragraph 11.11** of this Agreement).

12. CONFIDENTIALITY

12.1 The Receiving Party will not during the Agreement or at any time thereafter disclose any Confidential Information of the Disclosing Party to any person or use any such information, except for the sole purpose of the performance of the Agreement or with the prior written consent of the Disclosing Party.

12.2 The restrictions in Paragraph 12.1 will not apply to: (a) the disclosure of information where required by law or order of regulatory authority or recognised stock exchange (provided that to the extent permitted by such law or order, the Receiving Party notifies the Disclosing Party of such requirement in advance); (b) information which is made public other than through a breach of the Agreement; or (c) information in the Receiving Party's possession or provided to the Receiving Party without obligations of confidence.

12.3 The Receiving Party will treat and safeguard as private and confidential all Confidential Information of the Disclosing Party received by it and will take reasonable precautions (which will not be less rigorous than the precautions it takes to safeguard its own confidential information) in dealing with any such Confidential Information to prevent any third party from having access to it and will not take more copies of the Confidential Information than is necessary.

12.4 All Confidential Information (including all copies) will forthwith be returned to the Disclosing Party (or destroyed) upon receipt by the Receiving Party of a written notice to that effect from the Disclosing Party.

13. TUPE

13.1 If the contract of employment of any employee is found, or alleged, to have effect after the date of the Agreement as if originally made with EF or any member of its Group pursuant to TUPE, EF or the relevant member of its Group will terminate the employment of the individual concerned within one (1) month of the date of such finding or allegation and the Customer will indemnify and keep EF and each member of its Group fully indemnified against all claims, demands, costs, liabilities and losses (including all interest, penalties and legal and other professional costs and expenses) arising or connected with such finding or allegation and/or termination.

14. TERMINATION

14.1 Either party may terminate the Agreement immediately, by giving notice in writing to the other party if the other party: (a) makes or proposes any voluntary arrangement with its creditors (within the meaning of insolvency legislation) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order, is wound up or goes into liquidation (other than for the purpose of a solvent amalgamation or reconstruction); or (b) has a receiver, administrative receiver, administrator or similar officer appointed over any of its property or assets, or documents are filed at court or any action taken in relation to the appointment of an administrator; or (c) ceases, or threatens to cease, to carry on business; or (d) is unable to pay its debts as they fall due; or (e) suffers the occurrence of an event equivalent or similar in effect to any of the above events in any other jurisdiction; or (f) fails to fulfil or comply with any of its obligations under the Agreement and such failure is not remediable, or where such failure is remediable fails to remedy such failure within fourteen (14) days of written notice from the terminating party specifying the failure and requiring its remedy.

14.2 The termination of the Agreement will be without prejudice to either party's rights then accrued and to any provision of the Agreement which is expressly or by implication intended to survive such termination including Paragraphs 5.4 (IPR indemnity), 10 (Intellectual Property Rights), 11 (Data Protection and Privacy), 12 (Confidentiality), 13 (TUPE) and 15 (Liability and Limitations).

15. LIABILITY AND LIMITATIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS STANDARD TERM.

15.1 EF does not limit or exclude its liability (if any) to the Customer:

- (a) for breach of its obligations arising under Section 12 Sales of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982;
- (b) for personal injury or death resulting from its negligence;
- (c) under Section 2(3) Consumer Protection Act 1987;
- (d) for any matter which it would be illegal for EF to exclude or limit or attempt to exclude or limit its liability; or
- (e) for fraud or fraudulent misrepresentation.

15.2 Subject to Paragraph 15.1 EF will be under no liability whatsoever to the Customer whether in contract (including under any

indemnities), tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise for any of the following:

- (a) loss of profits
- (b) loss of business
- (c) loss of revenue;
- (d) depletion of goodwill, reputation or similar losses;
- (e) loss of business opportunity;
- (f) loss of anticipated savings;
- (g) loss of contract;
- (h) loss or corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

in each case even if foreseeable by or in the contemplation of the parties.

15.3 Subject to paragraphs 15.1 and 15.2 and notwithstanding any provision to the contrary in this Agreement, EF shall have no liability to the Customer and/or any member of the Customer's Group under or in connection with this Agreement whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), restitution, under statute or otherwise to the extent:

- (a) arising from or in connection with any failure by the Customer and/or any member of the Customer's Group to comply with Data Protection Laws;
- (b) arising from or in connection with any failure by the Customer and/or any member of the Customer's Group to comply with the provisions of this Agreement;
- (c) arising from or in connection with EF complying with any written instructions from the Customer and/or any member of the Customer's Group; and
- (d) that any costs, claims, demands, expenses and liabilities result from or are aggravated by the Customer's and/or any member of the Customer's Group's failure to comply with Data Protection Laws and/or this Agreement.

15.4 The Customer acknowledges that a failure by the Customer to comply with paragraph 11 and/or the Data Protection Laws could result in losses, liabilities, costs, damages, claims, proceedings and/or expenses being suffered by (i) EF; (ii) members of EF's Group; and/or (iii) its Sub-Processors.

15.5 Subject to Paragraph 15.1, EF's Liability arising out of or in connection with any failure by EF to comply with its obligations under Paragraph 11 (Data Protection) of the Contract and/or any Data Protection Laws, will be limited to the lesser of:

- (i) 200% of the Fees paid and/or payable to EF by the Customer under the Contract; and
- (ii) £1 million (one million pounds sterling).

15.6 Subject to Paragraphs 15.1 and 15.5, EF's aggregate liability whether in contract, tort, misrepresentation, restitution, under statute or otherwise, in each case howsoever caused including if caused by negligence and arising out of or in connection with all failures by EF to comply with its obligations under any Data Protection Laws which occur in any calendar year will be limited to the lesser of:

- (i) 200% of the fees paid and/ or payable to EF by the Customer under all Contracts in the relevant calendar year; and
- (ii) £1 million (one million pounds sterling).

15.7 Subject to Paragraphs 15.1 and 15.2 and except in respect of any liability to which Paragraph 15.5 or 15.6 applies, the total aggregate liability of EF under or in connection with the Agreement for all claims whether in contract (including under any indemnity), tort (including negligence) or otherwise, will not exceed the amount of the Fees payable by the Customer under the Agreement.

15.8 Subject to Paragraph 15.1, EF excludes to the fullest extent permissible in law, all conditions, warranties and stipulations,

express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

15.9 Subject to Paragraph 15.1, EF will not be liable for any defects in the performance of the Services, or for any defect in the Deliverables or breach of any term of the Agreement if:

- (a) the defect or breach arises because the Customer:
 - (i) failed to follow EF's oral or written instructions or (if there are none) good trade practice;
 - (ii) used the Services and/or Deliverables improperly; or
 - (iii) gave EF incorrect, incomplete, misleading or otherwise defective instructions.

(b) the Customer alters or repairs any of the Services or the Deliverables without the written consent of EF; or

(c) the defect or breach arises from any defect or error in or the unsuitability of any customer prepared brief, Data or Customer Materials or from any specified materials which EF is requested by the Customer to use or from the Customer failing to amend the proofs correctly prior to sign-off by the Customer in accordance with Paragraph 5.6 or the Customer's failure or delay to supply the Customer Materials to EF in the manner (including regarding format and method or delivery) directed by EF.

15.10 The Customer shall take all reasonable steps to mitigate its loss.

15.11 This Paragraph 15 shall survive termination of the Agreement.

16. GENERAL

16.1 EF will not be deemed to be in breach of the Agreement or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to Force Majeure.

16.2 EF may sub-contract and/or assign any part of its obligations under the Agreement without the Customer's prior written approval and may provide such subcontractors and/or assignees with access to any Data or to the Database, Customer Materials and any Customer Confidential Information. The Customer shall not be entitled to assign the Agreement or any part of it without the prior written approval of EF.

16.3 Any notice will be in writing to the recipient at its registered office or its address stated in the Quotation or Scope of Work (or such other address as may be notified in writing from time to time) and will be marked for the attention of the party's Company Secretary.

16.4 Any notice will be deemed to have been duly served: (a) if delivered by hand, when left at the proper address for service (except that where such delivery is not on a Business Day service will be deemed to occur on the next Business Day); or (b) if given or made by prepaid first class post, two Business Days after being posted.

16.5 The parties are independent contractors and not joint venturers, partners or agents of each other and neither party will have any authority to act on behalf of the other.

16.6 If any term of the Agreement to any extent is held to be invalid, void or unenforceable, then that term or provision will be inoperative and void to the extent necessary to comply with law, but the remaining terms will nevertheless continue in full force and effect and the rights and obligations of the parties will be construed as if the Agreement did not contain that particular term held to be invalid, void or unenforceable.

16.7 The Agreement will be governed and construed in all respects in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

16.8 A person who is not a party to the Agreement will have no right to enforce any of its terms.

16.9 No failure or delay by EF to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy

16.10 .

Data Processing Annex

Agreement Personal Data

Subject matter of Processing: Work undertaken by Editions Financial	Provision of content marketing services
Duration of Processing:	Term of the contract plus 90 days
Nature of Processing: Service type	Processing of data to deliver content marketing services
Purpose of Processing: Why is the data being handled?	To provide goods and services
Type of Personal Data	<ul style="list-style-type: none">• Personal details• Family, lifestyle and social circumstances• Personal details• Financial details• Education and training details• Employment details• Sound and/or visual images• Personal appearance and behaviour• Special categories data
Categories of Data Subject: Groups of people whose personal data is being handled	<ul style="list-style-type: none">• Clients of Editions Financial• Customers of clients of Editions Financial• Employees of other companies• Advisers, consultants and other professional experts• Members of the public