

CONSULTANCY AGREEMENT

This Agreement is made between:

- A. **Walk the Walk Solutions Ltd, BCARM Business Continuity & Risk Management and/or WTW Risk Services** (both of which are trading names divisions of Walk the Walk Solutions Limited, a company incorporated in England and Wales with registered number 06675662 and whose registered office is situated at 66 Prescott Street, London, E1 8NN) ("WTWS")
- B. The Customer as defined in the Statement of Work.

WHEREAS

The Customer wishes to engage WTWS to undertake various consultancy services under the terms and conditions of this Agreement.

1 DEFINITIONS

- 1.1. The following definitions apply to all of these terms and conditions:

'Agreement' means this contract between WTWS and the Customer.

'Commencement Date' means the date on which the Customer provides written confirmation of acceptance of this Agreement.

'Fees' shall have the meaning given to the term in the relevant Statement of Work.

'Idle Time' means that time that WTWS's resources or those of its subcontractors are idle due to not being able to carry out work in accordance with the Agreement and when WTWS or its subcontractors is unable to reasonably reschedule the said resources to other work.

'Statement of Works' means a letter, proposal document, invoice or email sent by WTWS to the Customer setting out the consultancy services to which this Agreement is attached.

'Services' means any service provided by WTWS as described in the relevant Statement of Work.

'Standard Rates' means those rates set out in

the relevant Statement of Work.

'Term' means the period from the commencement until expiry or termination of this Agreement.

- 1.2. In this Agreement:

- a. Any agreement or undertaking by either party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that thing.
- b. Reference to any document being in agreed terms are to that document in the terms agreed between the parties and signed by or on behalf of the parties for identification.
- c. Headings are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- d. References to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted, and shall include any subordinate legislation made from time to time under that statute or statutory provision.
- e. References to the parties shall include their respective heirs, successors in title and permitted assigns.
- f. All expressions denoting the singular include the plural and vice versa.
- g. The word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word "include" and its derivatives shall be construed accordingly.

2 ENGAGEMENT

- 2.1 This Agreement shall come into force on the Commencement Date and shall continue until this Agreement is terminated in accordance with clause 9.

2.2 No terms and conditions (in a standard form documentation or otherwise) issued by WTWS in the course of ordering the Services shall replace, alter or amend the terms and conditions in this Agreement or any other terms of this Agreement unless the Customer and WTWS shall have agreed to the contrary in writing.

3 OBLIGATIONS OF WTWS

3.1 In consideration of the Customer performing its obligations under this Agreement, WTWS shall provide the Services to the Customer in accordance with this Agreement, the relevant Statement of Work and all relevant laws and regulations.

3.2 Where WTWS acts as 'data controller', WTWS will process personal data in accordance with the privacy statement on its website. Where WTWS acts as 'data processor', WTWS will process personal data in accordance with the data processing terms set out in the annex.

4 OBLIGATIONS OF THE CUSTOMER

The Customer agrees:

4.1 to promptly pay the Company all sums due under this Agreement or under any Statement of Work;

4.2 to promptly pay all additional fees or charges (as agreed in advance by the Customer) arising from the Customer's additional requests above and beyond the Customer's entitlement as set forth in the relevant Statement of Work.

4.3 to promptly pay all other expenses incurred by WTWS in the performance of its obligations under this Agreement subject to prior approval by the Customer;

4.4 to nominate an authorised representative to be the prime point of contact for WTWS and whose decisions when committed to writing will bind the Customer for the purpose of the Agreement;

4.5 to provide a safe, hazard-free environment at the Customer's premises or the location rented or hired by the Customer for the provision of the Services complying with all working conditions, laws and regulations notwithstanding the nature of the Services to be performed;

4.6 not to breach any confidence, privacy or intellectual property rights of any other party through its use of the Services provided by WTWS;

4.7 that it is responsible for ensuring that the Services, if delivered in accordance with the terms of this Agreement, meet the Customer's requirements as at the date of the relevant Statement of Work, and thereafter communicating to WTWS any changes or modifications required to be made to the Services to ensure that the Services will continue to meet the Customer's requirements;

4.8 that it is solely responsible for ensuring the accuracy of any information provided to WTWS and WTWS shall not be liable for the consequences of any failure by the Customer to do so; and

4.9 to comply in all material respects with its obligations in a timely manner, with reasonable skill and care and as set out in the relevant Statement of Work.

5 PRICE AND PAYMENT TERMS

5.1 All prices referred to in this Agreement are expressed in pounds sterling and are exclusive of value added tax and other sales taxes (unless expressly stated otherwise), which shall be payable by the Customer.

5.2 Unless payments are specified below or in the relevant Statement of Work as being due on specific dates, or in advance of a date or event, all invoices shall be due for payment in full without deduction or set-off within 30 days of the date of invoice.

5.3 The charges shown in a Statement of Work, unless otherwise stated, are for work performed during the hours stated therein. Any service provided outside of those hours, or if work is to be carried out away from the specified location and either the relevant person travels in those hours or spends more than two hours travelling out of those hours, such travelling time and additional time shall be chargeable at the Standard Rates if permitted by the relevant Statement of Work.

5.4 In the event that any payment due to WTWS

under this Agreement has not been received in full by WTWS by the due date of payment, WTWS reserves the right (in addition to any other remedies which may be available to it) to:

- a. suspend the Service to which the payment relates upon not less than 14 days' written notice (provided that the relevant Service shall be reinstated as soon as reasonably practicable upon receipt by WTWS of full payment); and/or
 - b. charge interest on overdue amounts on a daily basis from the original due date to the eventual date of payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1999.
- 5.5 WTWS reserves the right to make, with the Customer's prior consent (such consent not to be unreasonably withheld or delayed), an additional reasonable charge for any work done by WTWS which is attributable to the Customer's failure to observe its obligations or not covered by the services provided under this Agreement.

6 DELIVERY OF SERVICES

- 6.1 WTWS will provide the Services to the Customer as described in the relevant Statement of Work and in accordance with the terms and conditions of this Agreement.
- 6.2 In the event that the Customer cancels the Services or any part by giving less than 2 days' notice to WTWS, the Customer shall be liable to WTWS for 50% of the fees, charges and expenses applicable to the Services or the part of the Services that have been cancelled.
- 6.3 If the performance of Services or any part of the Services is suspended at the request of the Customer by giving less than 2 days' notice or delayed through the default of the Customer (including lack of, incomplete or incorrect instructions or refusal to accept performance of the Services) WTWS will be entitled to payment at the prevailing rates for the Services already performed, and any other additional costs WTWS reasonably incurs without prejudice to any other remedies that WTWS may have.

7 SERVICES

- 7.1 The Company will assign appropriately qualified or experienced personnel to perform the Services and will use all reasonable endeavours to minimise changes, and the disruption of any such changes, of personnel so assigned.
- 7.2 The Customer will give to WTWS promptly on request such information and facilities as WTWS reasonably requires for the provision of the Services.
- 7.3 The Customer will before commencement of the Services:
 - a. nominate an authorised representative who will be the prime point of contact and whose decisions when committed to writing will bind the parties for the purpose of the Schedule;
 - b. agree with WTWS appropriate methods and frequency of monitoring the progress of the Services in line with the corresponding Schedule; and
 - c. prepare the location for the performance of the Services in accordance with the Schedule (unless it has been agreed in the Schedule that WTWS will undertake such preparation).
- 7.4 WTWS will undertake Services on the following terms:
 - a. performance of the Services will be undertaken in accordance with the relevant Statement of Work;
 - b. the Customer will not interfere with the performance of the Services unless agreed with WTWS;
 - c. the Customer will provide WTWS (and/or its authorised representatives and suppliers/licensors) with sufficient access to facilities as reasonably necessary to perform the Services.
- 7.5 If Idle Time is incurred through the direct failure of the Customer to meet its obligations or if the Customer negligently provides incorrect information or if the Services are postponed or cancelled by the Customer, WTWS may revise any scheduled date and/or by giving seven days written notice suspend the relevant Service and, in any event, the Customer shall be responsible

to pay reasonable costs incurred by WTWS.

8 WARRANTIES

8.1 WTWS hereby warrants to the Customer that:

- a. the Services to be performed pursuant to the relevant Schedule will materially conform to the description set out in the relevant Statement of Work;
- b. Services provided by WTWS or others on behalf of the Company shall be performed with reasonable care and skill.

8.2 To the extent that any Services performed by WTWS or on its behalf fail to meet the requirements of clause 8.1, WTWS shall, if the Customer requires, re-perform, or have re-performed, such services within a reasonable time provided such failure is notified to WTWS in writing within 90 days from the date of original performance and WTWS shall have no other liability in this regard, save that in the event that WTWS fails to meet the requirements of the Statement of Work after re-performance, the Customer shall have the right to terminate the relevant Statement of Work.

8.3 Save as expressly provided in clause 8.1, WTWS give no warranties as to the quality, fitness or performance of any Services, and in particular, no warranty is given that the Services shall be free from minor errors, inaccuracies, omissions or non-identification of hazards. The express warranties in clause 8.1 are accepted by the Customer to the exclusion of all other warranties, conditions, statements, representations or other terms implied by law. No statement or representation not expressly set out in this Agreement or any Statement of Work shall be binding upon us whether as a warranty or otherwise.

9 TERMINATION

9.1 Notwithstanding clause 5.5(a), WTWS may suspend its obligations under this Agreement or any Statement of Work it may have with the Customer for Services upon not less than 14 days written notice to the Customer if the Customer fails to pay any fees or charges due under the Agreement for 30 days after the due date for

payment only in the absence of a bona fide dispute, and shall be re-commenced as soon as practicable upon receipt of subsequent payment.

9.2 WTWS may terminate the Agreement and/or any Statement of Work immediately upon written notice to the Customer if:

- a. a petition to wind up the Customer is presented to a court and not dismissed within 14 days or the Customer calls a meeting of creditors or passes a resolution for voluntary winding up (otherwise than for the purposes of solvent reconstruction or amalgamation), or a receiver, administrative receiver, administrator or other similar officer is appointed in respect of the Customer or any of its assets, or the Customer makes any proposal to its creditors for any composition or voluntary arrangement; or
- b. the Customer ceases to carry on its business or substantially the whole of its business; or
- c. the Customer (being a natural person) shall dies, or (being a partnership or other unincorporated association) shall be dissolved; or
- d. the Customer is in material breach of the Agreement or any Statement of Work and does not rectify such breach within 30 days of receipt of a written notice from WTWS requiring it to rectify the breach; or
- e. there is no current Statement of Work made under this Agreement and, in WTWS's reasonable opinion, no such Statement of Work is likely to be agreed by the parties within a reasonable time thereafter.

9.3 The Customer may terminate the Agreement and/or any Statement of Work upon written notice to WTWS if:

- a. a petition to wind up WTWS is presented to a court and not dismissed within 14 days or WTWS calls a meeting of creditors or passes a resolution for voluntary winding up (otherwise than for the purposes of solvent reconstruction or amalgamation), or a receiver, administrative receiver, administrator or other similar officer is

appointed in respect of WTWS or any of its assets, or WTWS makes any proposal to its creditors for any composition or voluntary arrangement; or

- b. there is no current Statement of Work made under this Agreement and, in the Customer's reasonable opinion, no such Statement of Work is likely to be agreed by the parties within a reasonable time thereafter; or
- c. WTWS is in material breach of this Agreement or of any Statement of Work and fails to remedy such breach within 30 days of receipt of a written notice from the Customer to do so.

10 CONSEQUENCES OF TERMINATION

10.1 Upon termination of the Agreement or a Statement of Work:

- a. the Customer shall immediately deliver up to WTWS (as it relates to the Agreement or any Statement of Work): (a) any of WTWS's equipment held at the Customer's premises, and
- b. (b) all copies of WTWS's confidential information and copies of manuals and documentation used by WTWS for the purpose of providing the Services;
- c. WTWS shall immediately deliver up to the Customer: all copies of the Customer's confidential information that the Customer requests are returned;
- d. the Customer shall immediately pay to WTWS all sums due (in the absence of a bona fide dispute) to WTWS under this Agreement that have not yet been paid.

10.2 In the event that either party fails to comply with its obligations under clause 10.1(a) or 10.1(b), the party not in default shall be entitled to retake possession, by entry into any premises or otherwise, of the outstanding equipment or other materials.

10.3 The parties shall take such other action as may be specified in the relevant Statement of Work.

10.4 Any termination of this Agreement or any Statement of Work howsoever caused shall not affect any of WTWS's or the Customer's accrued

rights or liabilities arising from this Agreement or any Statement of Work.

11 LIMITS OF LIABILITY

11.1 In this agreement 'Default' shall mean any breach of WTWS's obligations under this Agreement or any Schedule or any negligent, reckless or fraudulent act or omission by WTWS, the Company's employees, agents or subcontractors in connection with or in relation to the subject matter of this Agreement (including any Schedule) and in respect of which the Company is legally liable to the Customer.

11.2 WTWS's entire liability to the Customer and the Customer's exclusive remedies against WTWS for any Default shall be set out in this clause 11. Such liability shall be limited to the following:

- a. For infringement of third party rights, the rights and remedies contained in clause 14.
- b. For direct physical damage to property a maximum liability of £500,000 per incident or series of connected incidents.
- c. Subject to clause 11.3, in all other cases WTWS's maximum liability arising from each Default and whether arising under this Agreement, any Statement of Work, tort or in any other circumstances whatsoever, shall be limited to an amount not exceeding 100% of the total of the fees due for the calendar year in which the Default occurred.

11.3 Notwithstanding any other provision of this Agreement:

- a. neither party shall be liable for any loss of turnover, sales, revenue or profits, or any indirect, consequential or special loss suffered by the other; and
- b. neither party excludes or limits its liability for death or personal injury, or in respect of any circumstances in which, at law, such exclusion or limitation would not be permissible.

11.4 The provisions of this clause 11 will continue in force following termination of this Agreement for whatever reason.

12 LICENCE GRANT

12.1 WTWS hereby grants to the Customer a non-exclusive non-transferable licence to use any materials provided as part of the Services for such period as specified in the Statement of Work for the Customer's own internal use only.

13 COPYRIGHT AND CONFIDENTIALITY

13.1 The copyright and all other intellectual property rights in the materials or documentation prepared by or owned by WTWS shall remain vested in WTWS or WTWS's suppliers/licensors.

13.2 The Customer will keep confidential the materials and documentation described in Clause 13.1 and will not disclose the same to any third party without WTWS's prior written consent.

13.3 Each party will keep all information obtained from the other under or in connection with this Agreement or any Statement of Work confidential and will not divulge the same to any third party without the other's prior written consent.

13.4 The provisions of clause 13 shall not apply to:

- a. any information which is or becomes in the public domain (otherwise than by breach of this agreement) or which is trivial or obvious;
- b. information which is in the possession of the receiving party before divulgence as aforesaid;
- c. information legitimately obtained from a third party;
- d. information a party is required by law, regulation or court order to disclose.

13.5 Each party will divulge confidential information only to those of its employees, agents, or subcontractors who are directly involved in the supply of Services and shall ensure that such employees, agents, or subcontractors are aware of and comply with these obligations as to confidentiality.

13.6 The provisions of this clause 13 will continue in force following termination of this Agreement for whatever reason.

14 COPYRIGHT INDEMNITY

In the event of any claim arising against the Customer alleging that the Services supplied by WTWS hereunder infringe the intellectual property rights of any third party, WTWS will indemnify the Customer against:

- a. all reasonable costs and expenses incurred by the Customer with, where reasonably practicable, the Company's prior written consent (such consent not to be unreasonably withheld or delayed) in connection with the defence of such claim, and
- b. any amount paid by the Customer whether in settlement or final judgment of such claim, provided that WTWS shall only be liable under this clause 14;
provided that:
- c. WTWS receives prompt notification from the Customer of such claim;
- d. WTWS is given sole control of the defence of the claim or proceedings arising therefrom;
- e. such alleged infringement did not arise as a result of any detailed instruction or design supplied by the Customer; and
- f. the Customer shall take all reasonable steps to mitigate its loss.

15 FORCE MAJEURE

15.1 Neither party shall be held responsible for any delay or failure in performance pursuant to this Agreement including any Statement of Work to the extent such delay or failure is caused by: fire, flood, explosion, war, strike (except of its own staff), embargo, labour dispute, government requirement, civil or military authority, Act of God, nature or the public enemy, inability to secure materials, transportation facilities or circuits from telecommunications suppliers, act or omission of carriers and suppliers, acts or failure to act of any governmental authority, any other causes beyond its reasonable control. Each party shall endeavour to give the other reasonable notice of any such delay. Should the period of force majeure continue for a consecutive period of 5

days or more, either party shall have the right to terminate the Schedule that are adversely affected as a result upon giving to the other party not less than 5 days' written notice.

16 MISCELLANEOUS PROVISIONS

- 16.1 The waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of that Party's right to exercise the same or different rights in subsequent instances.
- 16.2 If any provision of this Agreement or any Statement of Work shall be held to be invalid or unenforceable, it shall be severed from this Agreement or Statement of Work, and the remainder of this Agreement or Statement of Work shall remain in full force and effect. However, if the provision is essential the parties shall promptly negotiate a replacement.
- 16.3 Neither this Agreement or any Statement of Work nor any of the rights granted in them may be assigned by either party without the prior written consent of the other, provided that either party may, without the consent of the other assign this Agreement and/or any Statements of Work to any other company owned or controlled by it or another member of its group. WTWS may subcontract any of its rights or obligations under this Agreement or any Statement of Work without the prior written consent of the Customer.
- 16.4 Any provision of this Agreement which by its context is intended to apply after termination of this Agreement shall survive its termination.
- 16.5 The Customer will not during the term of this Agreement and for a period of 6 months after that without WTWS's prior written consent, directly or indirectly solicit or offer employment or engagement to any employee of WTWS who at the time of such action or during a period of 12 months immediately preceding such action was directly involved in the provision of Services to the Customer.

- 16.6 Any notices to be given under this Agreement or any Statement of Work shall be in writing and served on the other party at their registered office, unless either party notifies the other of a change of address for service. Service of notices must be made by facsimile transmission, in which case service shall be effective immediately upon transmission, or by first class post, in which case, service shall be effective on the second working day after posting.
- 16.7 The parties agree that this Agreement (together with any other terms and conditions expressly incorporated in any Statements of Work) represent the entire agreement between the parties and supersede all other proposals, agreements, statements, representations or warranties (whether written, e- mail or oral) made by or between the parties relating to the subject matter of the Agreement, and that no statements or representations made by either party have been relied upon by the other in agreeing to enter into the Agreement.
- 16.8 Each party unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in the Agreement (or for breach of any warranty given by the other not set out or referred to) unless such statement or warranty was made or given fraudulently.
- 16.9 In the event of conflict between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work shall prevail.
- 16.10 Neither Agreement nor any Statement of Work shall create any rights that shall be enforceable by anyone (including subsidiaries of the Customer) other than the parties to the Agreement or any person to whom it is lawfully assigned.

17 JURISDICTION

- 17.1 Any dispute or difference arising between the parties out of or in connection with this Agreement shall be governed by English Law. The parties submit to the exclusive jurisdiction of the English Courts.

ANNEX - DATA PROCESSING TERMS

INTERPRETATION

1.1. The following definitions apply in these terms:

Access Requests: requests made by a data subject to exercise any rights of data subjects under the Data Laws in relation to Customer Data.

Appropriate Safeguards: such legally enforceable mechanism(s) for transfers of Customer Data as may be permitted under the Data Laws from time to time.

Customer Data: any information relating to a data subject received by WTWS from or on behalf of the Customer and its contractors, employees, agents and representatives.

Controller: has the meaning given to that term (or the term 'data controller') in the Data Laws.

Data Breach: any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Data.

Data Laws: the Data Protection Act 1998 and the General Data Protection Regulation, any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder.

Data Subject: an identified or identifiable natural person.

GDPR Date: 25 May 2018 (or such other date on which the General Data Protection Regulation first has binding legal effect in the United Kingdom).

Processor: has the meaning given to that term (or the term 'data processor') in the Data Laws.

Sub-Processor: another Processor engaged by WTWS for carrying out processing activities in respect of Customer Data on behalf of the Customer.

WTWS: Walk the Walk Solutions Limited, a company with registered number 6675662 and registered offices at 66 Prescott Street, London, E1 8NN

1.2. These terms shall remain in force for a period of 12 months following the end of the performance of the relevant services.

CONTROLLER AND PROCESSOR

- 1.3. The parties acknowledge that the Customer is the Controller and WTWS is the Processor in respect of any Customer Data.
- 1.4. WTWS shall process the Customer Data in compliance with the obligations of Processors under the Data Laws.
- 1.5. The Customer warrants and represents that:
 - (a) it shall comply with all Data Laws in connection with the exercise and performance of its rights and obligations relating to WTWS's performance of the relevant services;
 - (b) all Customer Data shall, prior to such data being provided to WTWS, comply in all respects with the Data Laws, and WTWS shall be entitled to process the Customer Data for the purposes set out in paragraph 1.7;
 - (c) all instructions given by the Customer to WTWS in respect of the Customer Data shall be in accordance with the Data Laws; and
 - (d) it is satisfied that WTWS's processing operations are suitable to enable WTWS to process Customer Data, and WTWS has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of the Data Laws.

INSTRUCTIONS AND DETAILS OF PROCESSING

- 1.6. Where WTWS processes Customer Data on the Customer's behalf, WTWS shall:
 - (a) process the Customer Data only in accordance with the Customer's documented instructions (unless required to do otherwise by the Data Laws);
 - (b) notify the Customer if the Data Laws requires WTWS to process Customer Data other than in accordance with the Customer's documented instructions; and
 - (c) notify the Customer if WTWS believes that an instruction infringes the Data Laws.
- 1.7. WTWS's processing of Customer Data shall consist of:
 - (a) The Customer's employee(s) name, telephone number, email, address and

particulars of their working environment, including but not limited to accidents or incidents that could occur during the course of their employment

- (b) relating to the Customer's and the Customer's customers' employees, consultants, agents and contractors;
- (c) which shall be processed for the duration of the performance of the relevant services; and
- (d) for the purpose of providing online risk management services.

TECHNICAL AND ORGANISATIONAL MEASURES

1.8. WTWS shall implement and maintain appropriate technical and organisational measures:

- (a) in relation to the processing of Customer Data by WTWS; and
- (b) as from the GDPR Date, taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Access Requests.

USING STAFF AND OTHER PROCESSORS

1.9. WTWS shall:

- (a) not engage any Sub-Processor for carrying out any processing of Customer Data without the Customer's authorisation;
- (b) appoint Sub-Processors only under a written contract containing materially the same obligations as in these terms; and
- (c) as from the GDPR Date, ensure that all WTWS personnel authorised to process Customer Data are subject to binding written contractual obligations to keep the Customer Data confidential (except where disclosure is required in accordance with the Data Laws).

ASSISTANCE WITH CUSTOMER'S COMPLIANCE AND DATA SUBJECT RIGHTS

1.10. WTWS shall refer all Access Requests it receives to the Customer without undue delay.

1.11. As from the GDPR Date, WTWS shall provide

such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to WTWS) to the Customer in ensuring compliance with the Customer's obligations under Data Laws with respect to:

- (a) security of processing;
- (b) data protection impact assessments;
- (c) prior consultation with a supervisory authority regarding high-risk processing; and
- (d) notification to the supervisory authority and/or communications to data subjects by the Customer in response to a Data Breach;

provided the Customer shall pay WTWS for providing the assistance on a time and materials basis in accordance with WTWS's then-current standard hourly rates.

INTERNATIONAL DATA TRANSFERS

1.12. The Customer agrees that WTWS may transfer Customer Data:

- (a) relating to the Customer's, and the Customer's customers' employees, consultants, agents and contractors
- (b) for the purpose of providing online risk management services to the Customer's customers
- (c) to countries outside the United Kingdom;

provided all such transfers shall (to the extent required by Data Laws) be protected by way of Appropriate Safeguards and be in accordance with Data Laws. The provisions of these terms shall be the Customer's documented instructions.

RECORDS, INFORMATION AND AUDIT

1.13. WTWS shall, in accordance with Data Laws:

- (a) maintain written records of all categories of processing activities carried out on behalf of the Customer; and
- (b) make available to the Customer such information as is reasonably necessary to demonstrate WTWS's compliance with the obligations of Processors under Data Laws, and allow for and contribute to audits, including inspections, by the Customer for this purpose, subject to the Customer:
 - I. giving WTWS reasonable prior

- notice of such information request, audit and/or inspection being required by the Customer;
- II. ensuring that all information obtained or generated by the Customer in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable laws);
 - III. ensuring that such audit or inspection is undertaken during WTWS's normal business hours with minimal disruption to WTWS's or any Sub-Processor's business; and
 - IV. paying WTWS for assisting with the provision of information and allowing for and contributing to inspections and audits on a time and materials basis in accordance with WTWS's then-current standard hourly rates.

BREACH NOTIFICATION

- 1.14. In respect of any Data Breach involving

Customer Data, WTWS shall notify the Customer without undue delay, and provide the Customer with details of the Data Breach.

DELETION OR RETURN OF CUSTOMER DATA

- 1.15. At the end of the performance of the services the Customer Data will be archived by WTWS and its Sub-processors unless requested in writing by the Customer to either delete or return all the Customer Data to the Customer in such form as the Customer reasonably requests within a reasonable time.
- 1.16. After 12 months of the end of the performance of the services all Customer Data will be deleted by WTWS and its Sub-processors unless WTWS or its Sub-processors have provided advice to the Customer as part of the delivery of the Services and therefore is a Data Controller, in which case the relevant Customer Data will be retained for 7 years from the end of the performance of the Services.
- 1.17. WTWS shall delete existing copies (unless storage of any data is required by applicable laws, or unless WTWS is a Controller in relation to that data at the relevant time).