



GBG Rapid Agreement

GENERAL TERMS AND CONDITIONS

These General Terms shall apply to all use of the Service. Additional Terms may also apply depending on the specific Service purchased from GBG. Such Additional Terms shall form part of the Agreement where the relevant to the Service and/or the Datasets that are selected in the Account Section.

1 DEFINITIONS AND INTERPRETATION

1.1. In these General Terms the following definitions shall apply:

“Account Section” means the Customer’s account section made available to the Customer via the GBG Rapid Website.

“Additional Terms” means the special terms and conditions relating to particular Datasets and/or aspects of the Service as updated from time to time which are available at <https://www.gbgrp.com/additionalterms/gbg-idscan>. These Additional Terms will apply if the Customer has selected the relevant Dataset or particular aspect of the Service.

“Agreement” means the Additional Terms, these General Terms, any Schedules, and any supporting documentation which in the case of conflict rank in the order of precedence set out above.

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

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

“Charges” means all charges for the Service as set out on the GBG Rapid Website and as further detailed in the Account Section.

“Confidential Information” means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Customer Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of the Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

“Contract Start Date” means the date upon which the Customer clicks to accept these General Terms via the GBG Rapid Website.

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

“Credit” means a pre-paid credit purchased by the Customer via the Account Section and identified by GBG at the time of purchase as a ‘credit’.

“Credit Model” means a Licence Package based on the number of permitted Transactions that may be carried out by the Customer using the Service, drawn down from Credit.

“Customer” means the organisation, firm, company or public authority that signs up via the Account Section to receive the Service provided by GBG, excluding any Group Company or affiliates.

“Customer Data” means any data provided to GBG by the Customer for processing in accordance with the terms of the Agreement including where relevant any Personal Data together with any data

created or captured by or for the Customer using the Service but excluding the Supplier Data.

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

“Dataset” means the different data files provided to GBG and/or the Customer by the Data Supplier or used within the Service in accordance with the terms of the Agreement as more particularly described on the Account Section and in the Additional Terms.

“Data Subject” means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement, this may include an individual whose details are provided to GBG by the Customer as part of the Customer Data or whose details are contained within the Supplier Data.

“Data Supplier” means GBG’s third party data suppliers that provide Supplier Data for use in the Service.

“Derived Data” means any insights, reports, products and/or data created by GBG as result of the Customer’s use of the Service.

“Documentation” means any operating manuals, user instructions and technical literature related to the operation or use of the Service provided to the Customer by GBG.

“Document Library” means the template documents that the Service are trained to recognise and process, as updated from time to time. This shall include all Identity Documents supported within the Service unless otherwise specified in the supporting documentation.

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

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

“Event of Force Majeure” means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party’s own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic; pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default, caused by an Event of Force Majeure or the insolvency of such suppliers or sub-contractors.

“Facilitation of Tax Evasion” means (a) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person (b) aiding, abetting, counselling or procuring Tax Evasion by another person (c) any other actions which would be regarded as facilitation of tax evasion under Part 3 of the Criminal Finances Act 2017 or the equivalent or corresponding legislation which applies to the Customer.

“GBG” means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211.

“GBG Rapid Website” means www.gbgrp.com

“GDPR” means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by GDPR and laws implementing or supplementing GDPR.

“Group Company” means in relation to a Party, that Party, or another company if that other company:

(a) holds a majority of the voting rights in it;

(b) is a member of it and has the right to appoint or remove a majority of its board of directors:

- (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it; or
- (d) if it is a subsidiary of a company that is itself a subsidiary of that other company

“Helpdesk” means the helpdesk facility provided by GBG to handle enquiries regarding the Service and for the Customer to use to communicate with GBG support team members regarding an incident logged via the Support Ticketing System as more particularly described in Schedule 1.

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

“Input Materials” means the data, which is provided by the Customer that GBG will process and enhance in accordance with the relevant terms of the Agreement.

“Intellectual Property Rights” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

“Invoice” means the document outlining the Service being provided, together with associated costs.

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

“Licence” means the licence to use the Service set out in clause 7.1 of these General Terms, subject to the scope of the Licence Package specified in the Account Section.

“Licence Package” means the scope of the Licence granted to the Customer for the use of the Service specified in the Account Section including the applicable number of Users and Transactions as applicable.

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

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

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

“Privacy and Data Protection Requirements” means all applicable laws and regulations relating to the processing of Personal Data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Data Protection Act 2018, the LED, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in

the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

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

“Service” means the GBG Rapid service provided by GBG as a Web Service as detailed in the Account Section together with the Standard Support Services, and where relevant and any other ancillary services provided by GBG to the Customer as part of their License Package pursuant to the Agreement.

“Standard Support Services” means the standard support services as indicated on the Account Section and provided via the Helpdesk and/or Support Ticketing System in accordance with the terms of Schedule 1.

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

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

“Supplier Data” means any data provided to GBG and/or the Customer by the Data Supplier or used within GBG’s products and services in accordance with the terms of the Agreement including, where relevant, any Personal Data.

“System Administrator” means the individual(s) named as such on the Account Section or their replacement(s) as notified to GBG by the Customer who will be familiar with the use of the Service and be the first point of contact for all Users of the Service.

“Tax Evasion” means any fraudulent activity intended to divert funds from the public revenue of any government as well as any statutory tax evasion offence of any territory, where tax includes all taxes, levies and contributions imposed by governments in any territory.

“Transaction” means a single document upload, search, click, check or any other means of obtaining Output Material via the Service by the Customer, to process Identity Documents for a single Data Subject.

“User” means anyone who has been given access to the Service by the Customer in accordance with the terms of the Agreement subject to any restrictions on the number of Users set out in the Account Section.

“Web Service” means Service provided to the Customer via software hosted by GBG, accessed via an API (application programming interface) integration or web portal.

- 1.2. The headings in these General Terms do not affect its interpretation.
- 1.3. References to clauses, sections and appendices are to clauses, sections and appendices of the Agreement.
- 1.4. Words in the singular include the plural and vice versa.
- 1.5. A reference to “writing” or “written” does not include electronic mail or facsimiles.

2 TERM OF THE AGREEMENT

- 2.1. The Agreement will start on the Contract Start Date and will continue unless terminated in accordance with clause 7.6 and clause 11 of these General Terms.

3 PROVISION OF THE SERVICE

- 3.1. GBG will provide the Customer with the Service detailed in the Account Section in accordance with the terms set out in the Agreement.
- 3.2. GBG will use reasonable endeavours to provide the Service in accordance with any timetable agreed with the Customer. However, the Customer acknowledges and accepts that any dates given by GBG are estimates only and that delivery of the Service will be dependent upon the Customer's timely cooperation with GBG as well as other factors outside of GBG's reasonable control.
- 3.3. Where relevant to the Service being provided, the Customer acknowledges and accepts that occasionally GBG, in providing the Service, may be required to:
 - (a) change the Service for operational reasons, however, GBG will ensure that any change to the Service does not materially reduce or detrimentally impact the performance of the Service;
 - (b) give the Customer instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Customer's non-compliance with such instructions; and
 - (c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case GBG will give the Customer as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.
- 3.4. The Customer shall be responsible for:
 - (a) ensuring that it has a minimum of one System Administrator;
 - (b) informing GBG of any changes to the Customer's System Administrator's contact details without undue delay;
 - (c) providing the telecommunications and network services and correctly configured equipment needed to connect to the Service; and
 - (d) the configuration and management of access to the Service including configuration of the Customer's network, firewall, DNS, routers and personal computers.
- 3.5. The Customer is responsible for keeping its details in the Account Section up to date at all times.

4 USE OF THE SERVICE

- 4.1. The Customer shall comply with these General Terms, the Schedules and all relevant Additional Terms to the Agreement.
- 4.2. GBG warrants that it will carry out its obligations under the Agreement with reasonable care and skill.
- 4.3. The Licence set out in clause 7 does not include any right to use, and Customer shall not use the Service in any manner, which would be restricted by or would be in breach of any Intellectual Property Rights subsisting in the Service.
- 4.4. The Customer must not use the Service in connection with the development of any product or service, which seeks to compete with or misappropriates any GBG product or service from time to time.
- 4.5. Where relevant, the Customer must ensure that any software, equipment and materials which are used with the Service, including third party components that integrate with it:
 - (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third party licensor; and
 - (b) are technically compatible with the Service and meet the minimum technical specifications detailed in any Documentation.
- 4.6. The Service is provided solely for the Customer's benefit. The Customer must not resell (or attempt to resell) or sub-licence (or

attempt to sub-licence) transfer (or purport to transfer) the Service or any rights granted to the Customer under the Agreement to any third party.

- 4.7. The Service is protected by Intellectual Property Rights. The Customer must not copy, reproduce, incorporate, issue to the public, store, adapt, modify, transmit, decompile, reverse engineer or distribute the Service.
- 4.8. The Customer shall be responsible for the creation and maintenance of all Customer Information provided to GBG as part of its use of the Service.
- 4.9. The Customer warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and its use of the Service including those which relate to the provision of Customer Information.
- 4.10. The Customer acknowledges and accepts that GBG cannot process payment cards as part of the Service as it does not follow the Payment Card Industry Data Security Standard. Consequently, the Customer must not send GBG images of payment cards.
- 4.11. If the Customer uses the Service in contravention of clauses 4.6, 4.7, or 4.9 then GBG shall be entitled to treat the contravention as a material breach of the Agreement which cannot be remedied for the purposes of paragraph 11.3(a).

5 SECURITY

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

6 CHARGES AND PAYMENT

- 6.1. The Charges for the Services are set out on the Account Section (as updated from time to time).
- 6.2. The Customer authorises GBG (or its third-party payment processors, as applicable) to take payment from the Customer by the relevant due date if the auto-top up payment option has been selected in the Account Section. The amount of a top up or an auto-top up is deemed to be a new Credit. Payments for the respective Service will be automatically debited to the respective credit or debit card (details of which are provided as part of the registration process or updated in the Account Section by the Customer from time to time).
- 6.3. Where payment is collected/processed through a third-party payment processor, the Customer acknowledges and agrees that it uses such third-party platforms at its own risk and that GBG cannot be held responsible for the operation of the platform, nor any issues associated with the Customer's access to, or use of, that platform.

- 6.4. In the event the Customer received an Invoice from GBG for the respective Service, the Customer shall pay such Invoice within 28 days of the date of the Invoice.
- 6.5. Where Charges are invoiced pursuant to clause 6.4, the Customer shall pay in pounds sterling unless otherwise agreed. Where applicable, Value Added Tax (or any other applicable tax or charge in a country where the Service is provided) will be added to the Charges.
- 6.6. Without prejudice to GBG's rights and remedies, if the Customer fails to make any payments on time, GBG may:
 - (a) charge the Customer interest in accordance with the relevant statutory annual rate; and/or
 - (b) suspend and/or terminate any of the Customer's Services.
- 6.7. The Customer shall make all payments due under the Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 6.8. If the Customer breaches any material term of this Agreement and the Customer has received preferential pricing or payment terms under this Agreement, then GBG reserves the right to cease applying any preferential pricing or payment terms as a consequence of the breach. In the event that any preferential pricing or payment terms cease to apply pursuant to this clause 6.8 GBG's standard pricing and payment terms will apply in respect of the Customer's continued use of the Service and use throughout the term of this Agreement.
- 6.9. GBG may vary the Charges payable under this Agreement by giving reasonable notice to the Customer. The Customer agrees that once it is informed of an increase in Charges and the date they will become effective (the "**New Charges Date**"), it will be deemed to accept such Charges if it continues to use the Service affected by the new Charges after the New Charges Date.
- 6.10. Credits have an expiry date, following which any unused Credit will no longer be usable, nor will it be refunded. A Credit is valid for a maximum period of thirty days from the date of purchasing the respective Credit or (if earlier) until the Credit has been fully expended to purchase one or more Services.
- 6.11. Each auto-top-up, or a top-up applied to an existing Credit, is deemed to be a new Credit reflecting the amount of the top-up or auto-top-up.
- 6.12. Credit is not transferrable to third parties, nor may it be used for the benefit of third parties by the Customer.
- 6.13. Except as expressly stated in this Agreement, no refunds are available in respect of any Credit or other charges.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Customer acknowledges that all Intellectual Property Rights in the Service and the Output Materials belong and shall continue to belong to GBG and/or GBG's third party suppliers. GBG grants a non-exclusive, non-transferable licence to the Customer to use the Service and Output Material in accordance with the terms of the Agreement and the Customer shall have no rights in or to the Service and Output Materials other than as set out in this Agreement.
- 7.2. The Customer hereby grants to GBG, and all GBG Group Companies, an exclusive, worldwide licence to create Derived Data for use within its own products and services,
- 7.3. GBG acknowledges all Intellectual Property Rights in the Customer Information belong and shall continue to belong to the Customer. The Customer grants to GBG a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Customer Information to enable GBG to provide the Service and carry out its obligations under the Agreement.
- 7.4. GBG shall retain the property and copyright in the Documentation supplied to Customer in connection with the Agreement and it shall be a condition of such supply that the contents of the

Documentation shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of GBG.

- 7.5. GBG shall retain all Intellectual Property Rights in documents generated as a result of the provision of the Service or Standard Support Services including any template Identity Documents added to the Document Library as a result of any request by the Customer for the addition of new document types.
- 7.6. If any third party makes or threatens to make a claim against GBG, the Customer or one of GBG's third party suppliers that the use of the Service and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:
 - (a) suspend or withhold any part of the Service that is subject to the infringement claim made by the third party;
 - (b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service; or
 - (c) terminate the Agreement upon written notice to the Customer and provide a refund to the Customer of any Credit made by the Customer which at the date of termination has not been and will not be credited against Charges due to GBG.
- 7.7. GBG will indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by the Customer as a direct result of any third party making or threatening to make a claim against the Customer that the Customer's use of the Service and/or Output Material in accordance with the terms of the Agreement infringes that third party's Intellectual Property Rights (a "**Claim**"), provided that the Customer:
 - (a) notifies GBG promptly in writing of any Claim;
 - (b) makes no admission or compromise relating to the Claim or otherwise prejudice GBG's defence of such Claim;
 - (c) allows GBG to conduct all negotiations and proceedings in relation to the Claim; and
 - (d) gives GBG all reasonable assistance in doing so (GBG will pay the Customer's reasonable expenses for such assistance).
- 7.8. The indemnity in clause 7.7 does not apply to any Claim arising as a result of the use of the Service in breach of the Customer warranty within 7.9(c) or to Claims caused by designs or specifications requested by the Customer, or made on the Customer's behalf.
- 7.9. The Customer warrants that:
 - (a) it will not use or exploit the Intellectual Property Rights in the Service or Output Material or permit others to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the Licence granted to the Customer in clause 7 or in breach of any of the terms of clause 4;
 - (b) all computers and/or IT systems which GBG are required to use, the Service are legally licensed to the Customer or are the Customer's property and that such activities by GBG will not infringe the rights of any third party;
 - (c) the use of the Service in conjunction with any software, equipment, materials and/or services (which are not supplied by GBG) will not infringe the rights of any third party;
 - (d) GBG's compliance with any designs or specifications provided by the Customer, or on the Customer's behalf will not infringe the rights of any third party; and
 - (e) the use by GBG of the Customer Information through the provision of the Service in accordance with the Customer's instructions and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights.

7.10. The Agreement shall not prevent GBG from entering into similar agreements with third parties or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under the Agreement.

8 CONFIDENTIALITY AND PUBLICITY

8.1. Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 8.3, 8.4 and 8.5 or to the extent necessary for the proper performance of the Agreement.

8.2. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.

8.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

8.4. Each Party may disclose the other Party's Confidential Information:

- (a) to its or its Group Companies' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under the Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 8; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

8.5. For the purposes of clause 8, Confidential Information shall not include information which:

- (a) is or becomes generally available to the public (other than through a breach of the Agreement);
- (b) is lawfully in the possession of the other Party before the disclosure under the Agreement took place;
- (c) is obtained from a third party who is free to disclose it; or
- (d) the Parties agree in writing is not confidential or may be disclosed.

8.6. Notwithstanding the terms of this clause 8, once the Account Section has been signed by both Parties, GBG may, with the Customer's prior written consent, issue a press release (or if GBG wishes, another form of public communication) relating to the Parties' entry into the Agreement.

9 DATA PROTECTION

For the purposes of this clause 9, all references to Customer Data shall mean Personal Data within Customer Data.

9.1. Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of the Agreement.

9.2. For the purposes of the Agreement the Customer is the Controller and GBG is the Processor. Where specified in the Additional Terms, GBG's Data Suppliers may also act as Sub-processor.

9.3. The Customer warrants and represents that all instructions provided to GBG in relation to the processing of Personal Data contained within the Customer Data are lawful and shall as a minimum include:

- (a) the nature and purpose of the processing of the Customer Data;
- (b) the types of Personal Data to be processed; and
- (c) the categories of Data Subjects to whom the Personal Data relates.

9.4. The Customer shall only provide instructions to GBG that are in accordance with the terms of the Agreement and are relevant for the provision of the Service.

9.5. The Customer acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Personal Data for the purposes of carrying out the Service.

9.6. The Parties acknowledge and accept that processing of Personal Data belonging to a European Economic Area ("EEA") Data Subject and/or the processing of Personal Data in the context of the activities of an establishment of a Controller or Processor within the EEA shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified in the Account Section as may be applicable) applies:

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

9.7. Identity Documents captured by the Service may be processed by GBG to validate format and security parameters therefore preventing fraud and improving GBG's research into its fraud prevention services. The Customer shall ensure that its privacy notice shall contain a statement to reflect the nature of processing carried out by GBG in accordance with the Agreement.

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

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

- (a) only carry out processing of Customer Data in accordance with the Customer's documented instructions, including where relevant for transfers of Customer Data outside the EEA or to an international organisation (unless GBG is otherwise required to process Customer Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Customer of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Customer if, in GBG's opinion, any instruction given by the Customer to GBG infringes Privacy and Data Protection Requirements;
- (b) notify the Customer without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Customer by taking appropriate technical and organisational measures,

insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the Customer in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;

- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Customer provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
 - (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Customer in ensuring compliance with the Customer's obligations to:
 - i. keep Personal Data secure (Article 32 GDPR);
 - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
 - iv. carry out data protection impact assessments (Article 35 GDPR); and
 - v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
 - (e) without undue delay, inform the Customer of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Customer Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Customer shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Customer;
 - (f) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this clause 9 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer as set out in clause 12; and
 - (g) in addition to the confidentiality obligations contained in clause 8, ensure that persons authorised to process the Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 9.10. Where the Customer uses or receives Supplier Data as part of the Service, the Customer acknowledges that:
- (a) the Supplier Data may be subject to Additional Terms;
 - (b) where relevant for the provision of Service under the Agreement, the Customer shall comply with the Additional Terms; and
 - (c) where the Additional Terms specify that Personal Data belonging to EEA Data Subjects cannot be processed by a particular Data Supplier, the Customer warrants that it will not use that element of the Service for the processing of Personal Data belonging to an EEA Data Subject.
- 9.11. GBG shall promptly notify the Customer in the event of a change to the Additional Terms.
- 9.12. The Customer provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Customer Data, GBG shall:
- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in the Agreement to the extent applicable to the nature of the Service provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 9.10(c), providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
 - (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this clause 9; and
 - (c) inform the Customer of any intended changes concerning the addition or replacement of a Sub-processor with access to Customer Data and give the Customer the opportunity to object to such changes.
- 9.13. Transfers of personal data to third countries or international organisations: GBG shall not cause or permit any Customer Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of clauses 9.14 to 9.17 shall apply.
- 9.14. Transfer subject to adequate safeguards: Subject to clauses 9.15 and 9.16, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, LED Article 37 to lawfully transfer the Personal Data to a third country.
- 9.15. Transfers based on adequacy decisions: Clause 9.14 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.
- 9.16. Derogations for specific situations: The Customer has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 9.15/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 9.14/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Customer by virtue of Article 3 GDPR, the Customer as Controller acknowledges that prior to submitting Customer Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:
- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
 - (b) the transfer is necessary for the performance of a contract between the Data Subject and the Customer or the implementation of pre-contractual measures taken at the Data Subject's request;
 - (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Customer and another natural or legal person;
 - (d) the transfer is necessary for important reasons of public interest;

- (e) the transfer is necessary for the establishment, exercise or defence of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

The terms of this clause 9.16 shall not apply where the Customer is subject to LED. In such circumstances clause 9.17 shall apply.

9.17. Derogations for specific situations where the LED is applicable to the Customer: The Customer has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the Service are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 9.15/Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 9.14/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Customer as Controller acknowledges that prior to submitting Customer Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interests of the Data Subject or another person;
- (b) to safeguard legitimate interests of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
- (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the establishment, exercise or defence of legal claims relating to the purposes set out in Article 1(1) LED.

9.18. The Customer acknowledges and agrees that Customer Data may be transferred outside the EEA to a GBG Group Company in the course of providing the Service. GBG shall be responsible for ensuring that such Group Company complies with relevant Privacy and Data Protection Requirements, the terms of the Agreement and that such transfer is subject to adequate safeguards in accordance with clause 9.14 or based on an adequacy decision in accordance with clause 9.15.

10 LIABILITY

- 10.1. Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 10.2. Neither Party excludes or limits its liability in respect of clauses 4.6(Customer's Internal Use), 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of the Agreement.
- 10.3. Subject to clauses 10.1 and 10.2, each Party's aggregate liability to the other Party under or in connection with the Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable in the 12 month period preceding the breach or £5,000, whichever is the greater.
- 10.4. Subject to clauses 10.1 and 10.2, neither Party shall be liable for loss of profits, business or anticipated savings, loss or destruction of

data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.

10.5. Whilst GBG shall use reasonable endeavours to ensure that the Service is free from infection, viruses and/or any other software code that has contaminating or destructive properties, GBG does not provide any warranties in connection with:

- (a) the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service; or
- (b) the use of the Service and their suitability to meet the Customer's business requirements. Accordingly the Customer accepts that the Service was not designed or produced to the Customer's individual requirements.

10.6. GBG makes no warranty that, (i) regarding the accuracy or suitability of the templates contained within the Document Library; or (ii) that the use of the Service and/or the Output Materials will meet the Customer's business requirements. Consequently, the Customer accepts that the Service were not designed or produced to its individual requirements that it was solely responsible for its selection and for ensuring that the facilities and functions of the Service as described in the Account Section meet its requirements.

10.7. Except as expressly set out in the Agreement, all warranties, conditions and other terms relating to the Service and the Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.

10.8. The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 4 (Use of the Service), 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of the Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.

11 SUSPENSION AND TERMINATION

11.1. GBG may suspend all or part of the Service immediately and without notice in the event that the Customer has or GBG acting reasonably suspects that the Customer has, committed a material breach of any term of the Agreement.

11.2. Either Party may terminate the Agreement by giving to the other at least 90 days' prior written notice.

11.3. Either Party may terminate the Agreement (or, if GBG wishes, part of it) on immediate notice in writing to the other if any of the following applies:

- (a) the other Party commits a material or persistent breach of the Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
- (b) the other Party commits a material or persistent breach of the Agreement which cannot be remedied;
- (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including where the directors of a company (other than one which is in administration or being wound up) may make a proposal to the company and to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
- (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the

meaning of Section 123 of the Insolvency Act 1986 or other applicable legislation;

- (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
 - (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
 - (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
 - (h) an application for an administration order is issued at court in respect of the other Party;
 - (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
 - (j) any event analogous to any of clauses 11.3(c) to (i) above occurs in any jurisdiction.
- 11.4. When the Agreement terminates all rights granted to Customer under the Agreement in connection with the Service shall cease and the Customer shall:
- (a) cease using the Service or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service;
 - (b) immediately destroy or return to GBG (at the GBG's option) all copies of the Documentation then in its possession, custody or control and, in the case of destruction, certify to GBG that it has done so; and
 - (c) promptly pay any outstanding and unpaid invoices due to GBG whether the invoice was submitted before or after the termination of the Agreement.
- 11.5. When the Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 11.6. The termination of the Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of the Agreement that is expressly or by implication intended to continue in force after termination.

12 AUDIT RIGHTS

- 12.1. The Parties acknowledge and accept that, due to the nature of the Service provided, a mutual audit right is required for each Party (the "Auditing Party") to be able to verify and monitor the other Party's compliance with its material obligations under the Agreement (the "Audited Party"). The following provisions of this clause 12 are to give effect to that requirement.
- 12.2. Upon receipt of the Auditing Party's reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party's compliance with its obligations under the Agreement. Such information and records may be redacted to remove Confidential Information not relevant to the request.
- 12.3. All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organisation who will act as the point of contact for provision of the information required.
- 12.4. Subject to clauses 12.5 to 12.7 where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to

demonstrate compliance or to meet the Auditing Party's obligations to a regulatory body (and in GBG's case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party's premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating the Audited Party's compliance with its obligations under the Agreement.

- 12.5. Audits shall not be carried out on more than one occasion per year of the Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (and in GBG's case, by a Data Supplier). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or in GBG's case a Data Supplier) in respect of any such audit imposed on the Audited Party.
- 12.6. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party's performance of its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.
- 12.7. The Audited Party shall provide the Auditing Party (or any third party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit

13 DISPUTE RESOLUTION

- 13.1. If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (a "Dispute") then the Parties shall follow the procedure set out in this clause 13, specifically:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On receipt of the Dispute Notice, authorised representatives of GBG and the Customer shall attempt in good faith to resolve the Dispute;
 - (b) if the authorised representatives of GBG and the Customer are for any reason unable to resolve the Dispute within 10 Business Days of receipt of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Customer in an attempt in good faith to resolve the matter; and
 - (c) if, following escalation of the Dispute as described in (b), GBG and the Customer are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the Parties will attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of England and Wales in accordance with clause 20.2 of the Agreement.
- 13.2. Notwithstanding clause 13 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

14 EVENT OF FORCE MAJEURE

- 14.1. Neither Party shall be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for

at least three consecutive months, the Party not affected may terminate the Agreement immediately by giving written notice to the affected Party.

15 TAX EVASION AND FACILITATION OF TAX EVASION

- 15.1. Both GBG and the Customer agree not to engage in Tax Evasion of any kind in any territory nor in the Facilitation of Tax Evasion of any kind in any territory.
- 15.2. Both GBG and the Customer shall take such steps as may be required to ensure that they are not liable under Part 3 of the Criminal Finances Act 2017 (Corporate Offence of Failure to Prevent Facilitation of Tax Evasion). Where relevant the Customer shall take such steps to comply with any equivalent legislation relating to where the Customer is situated. In particular, both Parties shall implement reasonable procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party whilst acting in that capacity.
- 15.3. Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause.
- 15.4. Any breach of this clause shall be deemed a material breach of the Agreement that is not remediable.

16 ANTI-BRIBERY AND CORRUPTION

- 16.1. Both Parties shall:
 - (a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
 - (b) shall have and shall maintain in place throughout the term of the Agreement its own policies and procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of the Agreement;
- 16.2. Both Parties shall provide such supporting evidence of compliance, including annual certification (if requested) as the other party may reasonably request.

17 MODERN SLAVERY

- 17.1. In performing its obligation under the Agreement, GBG shall ensure that all employees, workers, self-employed contractors or consultants or other representatives who are performing services on behalf of GBG, shall at all relevant times:
 - (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and guidance from time to time in force including but not limited to those of the Modern Slavery Act 2015; and;
 - (b) comply with any GBG policy relating to modern slavery and/or human trafficking as required by GBG; and
 - (c) take all reasonable steps to ensure that slavery and human trafficking are not taking place in its business.

18 NOTICES

- 18.1. Notices required to be given under the Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
 - (a) to GBG at its registered office address and marked for the attention of the Company Secretary;
 - (b) to the Customer at the address to which the Customer asks GBG to send invoices or the Customer’s registered office address (in the case of a corporate body).
- 18.2. Any notice shall be deemed to have been duly received:

- (a) if delivered by hand or by courier, when left at the address referred to in this clause 18;
- (b) if sent by first class post, two Business Days after the date of posting.

- 18.3. This clause does not apply to the service of any proceedings or other documents in any legal action.

19 MISCELLANEOUS

- 19.1. Save where expressly provided for elsewhere in the Agreement, if either Party wishes to change the Agreement, the Parties agree that each Party will:
 - (a) notify the other detailing the proposed change and the reason for it;
 - (b) discuss the proposed change;
 - (c) notify each other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change; and
 - (d) decide whether it agrees to the Agreement being amended to incorporate the change and notify the other Party.
- 19.2. Agreed changes to the Agreement will be recorded in writing and will form part of the Agreement when signed by authorised signatories of both Parties.
- 19.3. Subject to clause 19.4, neither Party may assign or transfer (in whole or in part) any of its rights or obligations under the Agreement, without the other Party’s prior written consent (such consent not to be unreasonably withheld or delayed).
- 19.4. For the avoidance of doubt, GBG will not withhold its consent to a Customer assignment unless the assignment:
 - (a) would put GBG in breach of regulatory requirements;
 - (b) would put GBG in breach of its Data Supplier obligations;
 - (c) would conflict with the provisions set out in the Additional Terms; or
 - (d) is a competitor of GBG.
- 19.5. Notwithstanding 19.3, GBG may assign such rights and obligations to a GBG Group Company without consent.
- 19.6. Save where expressly stated in the Additional Terms, a person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.
- 19.7. The Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.

The Parties agree that:

 - (a) neither Party has been induced to enter into the Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) in connection with the Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 19.8. If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 19.9. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 19.10. No failure or delay by a Party to exercise any right or remedy under the Agreement or by law shall constitute a waiver of that or any

other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

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

20 GOVERNING LAW AND JURISDICTION

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

20.2. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to clause 13 both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring enforcement proceedings against the Customer in the courts of any jurisdiction where the Customer or any of the Customer's property or assets may be found or located



GBG Rapid Agreement

SCHEDULE 1 - STANDARD SUPPORT SERVICES

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

1 DEFINITIONS

1.1. The following definitions apply to this Schedule 1:

“Business Hours” means the working hours in a Business Day being 0830 to 1730 GMT.

“Document Library Support” means the level of recognition, extraction and validation/authentication support provided by the Document Library.

“Scheduled Downtime” means any work planned in advance to be carried out by GBG or on GBG’s behalf that may cause the service to be temporarily suspended

“Support Ticketing System” means the support system that the Customer may use for the purpose of reporting faults and making inquiries relating to the Service.

“Technical Support” shall mean provision of the Helpdesk and support to assist with diagnosing, isolating and identifying problems in the Service, provision of remedies, workarounds and solutions for faults in the Service. Such solutions may be in the form of an update to the Service or a temporary fix or patch until a new version/release of the Service can be installed.

“Web Service Interface” means the programmatic interface through which data is passed by the Customer to the Service or the Service passes data to the Customer.

2 STANDARD SUPPORT SERVICES

2.1. **Standard Support Services:** shall include Technical Support and Document Library Support. All Standard Support Services shall be provided in accordance with the terms set out in this Schedule 1.

2.2. **Support Helpdesk availability:** GBG will provide the Helpdesk support which the Customer may use for the purpose of reporting faults and making inquiries relating to the Service. The Customer contact GBG to report faults 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours.

2.3. **Service Management:** The Service is provided 24 hours a day, 365 days per year. GBG will respond to faults GBG detects or which the Customer reports to GBG as set out in paragraph 2.7 below.

2.4. **Helpdesk:** GBG will provide the Customer with the contact telephone numbers and email address of designated contact points, which will be the Customer’s point of contact for discussing reported faults and making inquiries relating to the Service. Helpdesk is available during Business Hours.

2.5. **Service fault reporting and fault repair:**
(a) Any faults in the Service need to be notified to GBG via the Helpdesk by the Customer’s System Administrator or any updated fault reporting process GBG requires the Customer to use from time to time.

2.6. **Priority:** GBG prioritises incidents at the following four levels of incident severity:

(a) **Priority one:** Failure or degradation of one or more elements of the Service that are business or customer affecting, time-critical and for which no immediate work-around is available.

(b) **Priority two:** Failure or degradation of a single element of the Service that is business or customer affecting or which will

become time-critical and for which a workaround is available but is unsatisfactory in the short term.

(c) **Priority three:** Failure of one or more components of the Service that has no immediate business impact and remains operational through a temporary or automated workaround, but requires a permanent replacement or solution to be developed.

(d) **Priority four:** Failure of a single component of the Service that is non-business affecting and remains operational through a satisfactory workaround and has been requested or is expected to be included as a fix, patch or features of the next release.

2.7. Web Service fault reporting and fault repair:

If the Customer reports a fault in the Service or makes a request for assistance, GBG will undertake an initial assessment, log the incident, provide a fault reference and discuss and agree with the Customer a priority level. The following target resolution times apply in respect of each priority:

Priority	Description	Response after report	Target Clear time	Customer updates
P1	Service not operational and no interim solution is immediately available. Customer’s production/business seriously affected.	15 Minutes	Within 4 hours of fault being reported to Helpdesk	1 hour
P2	Functionality of service impaired but service is otherwise operational.	60 Minutes	By end of next business day of the fault being reported to Helpdesk	2 hours
P3	The service is experiencing minor problems but is functioning substantially	4 Hours	Within 5 business days of fault being reported to Helpdesk	3 hours
P4	Minor problems with the service but does not impact the Customers use of the service	8 Hours		
P5	This category includes requests about the functionality of service, general enquiries – not service affecting	8 Hours		

2.8. **Disclaimer:** GBG will always try to resolve any fault within the appropriate target clearance time, but the Customer recognises

and accepts that GBG may not be able to do so and that these times are only intended to be targets.

- 2.9. Outside of Business Hours: The Support Ticketing System will be available to receive reported faults outside of Business Hours. The target times will not begin until the start of Business Hours on the next Business Day. Faults that cannot be resolved by the GBG support team by the end of Business Hours on the Business Day that GBG acknowledges them will be put on hold until the start of Business Hours on the next Business Day.
- 2.10. Updates: As part of the Standard Support Services, GBG will provide the Customer with Updates to the Service and Documentation at such time as the update is produced and generally made available by GBG.
- 2.11. Customer Cause: GBG shall have no obligation to provide the Standard Support Services where the cause(s) of any fault in the Service have been identified by GBG as having arisen from any misuse or incorrect use of the Service by the Customer; or any breach of Customer's obligations under the Agreement.
- 2.12. Non-Payment: GBG reserves the right to suspend the provision of Standard Support Services in relation to the Service, in the event that any Charges are outstanding.
- 2.13. Scheduled Downtime: From time to time GBG may need to schedule maintenance of the system. Scheduled Downtime will (i) not exceed four (4) hours per quarter, (ii) not occur more frequently than once per calendar month, (iii) be scheduled with 5 days advance notice to the Customers technical contact via email or similar means and (iv) generally be completed between the hours of 0700 and 0900 GMT.
- 2.14. Service Availability: GBG shall ensure that the servers are available for processing transactions by Customers 99.99% of the time, 24 hours per day, 7 days per week, excluding scheduled downtime or downtime due to an Event of Force Majeure. Service availability is measured using the total number of minutes in a calendar month minus the total number of minutes in that month that compromises Scheduled Downtime or downtime due to an Event of Force Majeure.