



TERMS AND CONDITIONS OF PURCHASE

March 2021



GES (INCLUDING ITS AFFILIATES AND SUBSIDIARIES) ("THE COMPANY")

Terms and conditions of Purchase

We, the Company, only purchase goods, rights and services ("Deliverables") on these terms and conditions ("the Terms"). If you accept our order it will be on these Terms and no other standard terms. If you act in a manner calculated to appear as an acceptance of our order, *that will act as an acceptance* and you will be bound by our Terms, regardless of any inconsistency in your own small print. If you wish to reject our order and make a counter-offer you **MUST** therefore reply to our order in words explicitly and clearly indicating *rejection*. Equally, if you make a counter-offer which is not clearly labelled as such (or as a rejection of our order) no subsequent behaviour of ours, in accepting Performance, can be taken to imply any acceptance by us of that counter-offer. These Terms can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of the Company.

1 The Contract

- 1.1 Our contract with you, our supplier, will comprise our express written order, these Terms, anything else we expressly agree under section 1.2, any content imposed by law, but nothing else.
- 1.2 If you want us to accept a term of yours, or accept a particular responsibility, or if you wish to rely on a representation we have made, you must therefore obtain our express agreement to that. *That means express written agreement, signed by a director or other senior officer of the Company and referring expressly to these Terms.* We will deal with you in reliance on these Terms, so be aware that our acceptance of contractual performance by you does *not* imply acceptance of any terms that are different to our Terms. You must indemnify us against any consequence of your seeking to rely on any contractual terms, or any statement, understanding or representation which is not contractually agreed as set out in this section 1. For purposes of this section, written agreement can be communicated by pre-paid post, fax or e-mail, save that we never accept small print terms communicated by fax, on grounds of uncertain legibility.
- 1.3 If any of the terms of the contract conflict with or contradict each other those terms will over-ride each other in the following order of priority: (1) any express written agreement from us; (2) our order; (3) these Terms.
- 1.4 We are not contractually bound until we place a formal order and then only to the extent of the issues specifically covered by that order or in writing signed by a director. We will only be contractually bound to you when you accept our order with a formal order acknowledgement in writing or (if later) when we accept Performance by you (see below).

2 Price

- 2.1 The price of the Deliverables will be as stated in our order and, unless otherwise stated, will be:
 - 2.1.1 exclusive of any applicable VAT (which will be payable by us subject to receipt of a valid VAT invoice);

- 2.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of Deliverables to or at the delivery address, and of any duties or levies other than VAT;
- 2.1.3 payable in pounds sterling unless otherwise agreed in writing; and
- 2.1.4 fixed for the duration of the Contract.
- 2.2 We will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by you in comparable circumstances.
- 2.3 If we will be reliant on you for any supplies of maintenance, training, spare parts, consumables or other goods, rights or services to benefit fully from the Deliverables ("Follow-on Deliverables") then you will provide those Follow-on Deliverables or procure them to be provided, for at least 60 months following full Performance, at fair and reasonable prices which take no advantage of our dependence on you for their supply.

3 Payment

- 3.1 Invoices for the Deliverables may be sent to us on, or after, completion of Performance (as defined in section 4.1). Each invoice must quote the number of our order. No sum may be invoiced more than six months late.
- 3.2 Unless otherwise stated in the order, standard supplier payment terms are 60 days, and organiser and subcontractor payment terms are 30 days, from receipt and agreement of invoice.
- 3.3 We will be entitled to set off against the price any money owed to us by you.

4 Specifications

- 4.1 If we order *goods*, then unless otherwise stated the order is deemed to include the supply of all relevant documentation and certification, and of any commissioning of those goods, necessary to enable the Company to use them for their intended purposes. If we order *services* then, unless otherwise stated, our order includes the complete performance of those services including any employee instruction, manuals, explanations or certifications necessary to enable the Company to benefit from them for their intended purposes. If we order goods or services then, unless otherwise stated, our order includes any *legal rights* necessary to use those goods or services for their intended purposes. As for those intended purposes, see section 6.3. References in these Terms to "Performance" are to complete performance of all your contract obligations as described in these Terms.
- 4.2 The quantity, quality and description of Deliverables will be as specified in our order and these Terms or as agreed by us in writing, subject to which then in full accordance with your representations (see section 6.1).
- 4.3 You have sole responsibility for complying with all applicable regulations and other legal and regulatory requirements concerning performance of the contract, and for ensuring that we can, in compliance likewise, fully utilise the Deliverables for their intended purposes.
- 4.4 We will be allowed to inspect any contract goods during (and your premises for) manufacture and storage so long as we request an inspection by reasonable notice. If, as a result of the inspection, we are not satisfied that the quality of the goods or the standards of their manufacture, storage or handling conforms with the contract, you will take such steps as are necessary to ensure compliance. If, after that, we are still not

satisfied we can cancel the contract without penalty.

- 4.5 If, before Performance has occurred in the relevant respect, we notify you in writing of any change in desired specification (including as to quality and time frame) you will respond as follows. We appreciate that a change may affect the contract price, or may even be unachievable. If the change would *reduce your costs*, the contract price will reduce to fairly reflect that saving. If the change would *increase your costs* you may notify us promptly, in writing, of a proposed revision of the contract price fairly and proportionately reflecting any unavoidable such increased cost: you and we will then use our reasonable efforts to agree the revised terms in full, including as to price, pending which the contract variation will not take effect. If the change would for any reason be *unachievable* you may notify us of that promptly and in writing, with reasons: again, both parties will then use reasonable efforts to reach a mutually acceptable contract variation. Failing notice under one of the two preceding sentences our proposed change will be deemed to have been accepted, and the contract will be deemed to have been varied with immediate effect to reflect the requested specification change with no price increase. What amounts to "prompt" notice for this purpose will depend on feasibility for you and urgency for us, but not in any case later than 48 hours (excluding hours of days which are Saturdays, Sundays or are recognised bank holidays in England) from our notice of proposed change. In no event, agreed or not, will we be liable to you in respect of any contract variation for more than a reasonable and proportionate reflection of such increased costs as you could not reasonably have been expected to avoid. The contract price will not in any circumstance increase except with our express written agreement under, or referring explicitly to, this sub-section.
- 4.6 To protect our business we may need, sometimes urgently, information as to precisely how Deliverables were performed, and as to all relevant activities of any suppliers or sub-contractors of yours. You will meet any reasonable such request as soon as reasonably possible, and will keep records adequate for that purpose for at least two years after completion of Performance. Without limitation, these records must provide full traceability for all goods comprised in, or used in making, any contract goods which are in any respect safety-critical. They must also demonstrate compliance of the contract work with all legal or regulatory requirements and with all contractually binding quality and Performance standards. Furthermore, you shall permit us and our representatives, and shall obtain a similar right for permitted sub-suppliers or sub-contractors reasonable access to all locations where work is performed in connection with the Deliverables. This clause 4.6 is subject always to the provisions of Schedule 2 which will prevail.
- 4.7 You will provide any management information and metrics relating to our business as reasonably requested by us including but not limited to line item sales information, unit prices, quantities, product information in Excel format.
- 4.8 You will comply with any reasonable requirements we may have as regards the packaging and packing of any contract goods, and as to information to be displayed on packaging or included on dispatch documentation and bills of lading. Subject to that, you will ensure that all packaging, packing, labelling and documentation is such as to ensure full compliance with legal requirements throughout the scheduled delivery process.

5 Delivery and risk

- 5.1 Any goods will be delivered to, and any services performed at, the address and on the date stated in the order, or else under section 5.2, during usual business hours.
- 5.2 If we specify the date or delivery address after ordering, we will give you reasonable notice of the details. Failing a date, supply will be as soon as reasonably possible.
- 5.3 The date (and time if appropriate) of delivery of any goods or rights, and the performance of any services, will be of the essence of this contract.
- 5.4 A packing note quoting the number of the order must accompany each delivery or consignment of goods and must be displayed prominently.
- 5.5 Where Deliverables are to be supplied in instalments, the contract is still to be treated as a single contract. If you fail to deliver or perform any instalment we may treat the whole contract as repudiated.
- 5.6 We may reject any Deliverables which are not fully in accordance with the contract. Acceptance does not occur until we have had a reasonable time to inspect or consider the relevant Deliverables following supply and, in the case of latent defect, a reasonable time after the defect becomes apparent.
- 5.7 We will not be bound to return to you any packaging or packing material, but if any relevant requirement for packaging recycling applies, you will take materials back free of charge on request.
- 5.8 Risk of damage to or loss of any goods passes to us on delivery.
- 5.9 Property and ownership of any goods will pass to us on delivery unless we have paid in whole or in part for the goods in advance. In that case it will pass to us as soon as the goods have (or, if goods are being assembled for us, each successive component of the goods has) been appropriated to the contract.
- 5.10 If we supply any articles to you, e.g. for modification or copying, they stay our property at all times. Those articles must be kept confidential and secure and we can enter your premises at any time on reasonable notice to ensure that this is so. While those articles are in your custody you must not use them, copy them or disseminate them, electronically or otherwise, except in the performance of our contract. We retain copyright and any other available intellectual property rights in any plans, design drawings, computer programs, compilations of data, specifications or the like which we supply to you. You must indemnify us against any loss caused to us, and account to us for any profit which you make, through breach of this provision.
- 5.11 If any Performance occurs on our premises this sub-section will apply. You will ensure that best industry standards are adopted for the health and safety both of your personnel and of any other individuals affected by your actions. We may refuse or terminate access to any individual whom we reasonably consider undesirable to have on our premises. Your personnel must, while on our premises, comply with our reasonable requirements as to security, health and safety routines, times and areas of access, and otherwise. You will be responsible to us on a full indemnity basis for all damage and injury caused by your staff.
- 5.12 If the contract terms refer to terms such as F.O.B and C. & F. which bear defined meanings in the current edition of Incoterms, those defined meanings will apply unless expressly stated otherwise.
- 5.13 Any goods provided by us to you on a free issue basis will remain our absolute property

throughout, and will be at your risk while the goods are, or are supposed to be, in your possession. You are not to part with possession (save to us) unless with our express prior consent.

6 Warranties and liability

- 6.1 You promise that:
- 6.1.1 the quantity, quality, description and specification for the Deliverables will be those set out in our order, apart from which then of the best standards reasonably to be expected in the market for that kind of Deliverable; and
 - 6.1.2 any goods will be free from defects in materials and workmanship; and
 - 6.1.3 any Deliverables will comply with all statutory requirements and regulations, and with all normally applicable quality standards, relating to their sale or supply; and
 - 6.1.4 all claims made by you about any Deliverables, and all apparently serious claims in your advertising and promotional material, are correct and can be relied upon; and
 - 6.1.5 any services will be performed by appropriately qualified and trained personnel; and
 - 6.1.6 neither the sale and supply of any Deliverable, nor its proper use by us for an intended purpose, will breach any property rights in or about that Deliverable, including intellectual property rights, of any other person.
- 6.2 All warranties, conditions and other terms implied by statute or common law in our favour will apply to any Deliverables bought from you.
- 6.3 It is your responsibility to find out from us the purposes that we intend the Deliverables to be put to (including any applicable deadline affecting us). You promise that they will be suitable for those intended purposes, save only for any unsuitability which you have, as soon as might reasonably have been expected of you (and in any case before starting Performance) expressly notified to us.
- 6.4 You will indemnify us and keep us indemnified immediately upon our written demand against any cost, claim, expense or liability arising from any risk for which you are responsible under this contract.
- 6.5 If you fail to comply with any obligation under the contract we will be entitled, at our discretion, to reject any Deliverable and you will not be entitled to receive payment for that Deliverable.
- 6.6 If any contract goods do not comply with all contract requirements we can demand that you repair them or supply replacement goods within seven days or, at our sole discretion, we can reject the goods and demand the repayment of any sum already paid for them.
- 6.7 We will not be liable to you for any delay or failure to perform any of our obligations under this contract if the delay or failure was due to a cause beyond our reasonable control.
- 6.8 If any contract goods or rights were bought or obtained by you from a third party then any benefits or indemnities that you hold from that other party, in respect of those items, will be held on trust for us.

- 6.9 You will insure yourselves, and keep insured until Performance is complete, against all normal insurance risks relevant to your work for or with us, on terms and for amounts consistent with normal business prudence. You will demonstrate to us the terms and currency of any such insurance on request.
- 6.10 You acknowledge and agree that you have been notified of and have reviewed our Always HonestSM Compliance and Ethics Programme, and further that you agree to comply with it at all times in connection with the provision of the Deliverables. A copy of our Always HonestSM Compliance and Ethics Programme is available at www.viad.com/about-us/corporate-governance/view-on-governance/default.aspx. As part of the foregoing, you acknowledge and agree that you have been notified of and have reviewed our Drug and Alcohol Policy, and further that you agree to comply with it at all times in connection with the provision of the Deliverables. A copy of our Drug and Alcohol Policy is available at <https://insights.ges.com/i/1400806-ges-drug-and-alcohol-free-workplace>
- 6.11 You further acknowledge and agree that you have been notified of and have reviewed our Sustainability Policy, and that you agree to comply with it at all times in connection with the provision of the Deliverables. A copy of our Sustainability Policy is available at <https://www.ges.com/eu/about-GES/environmental-stewardship>.
- 6.12 You further acknowledge and agree that you have been notified of and have reviewed our Health & Safety Policy, and that you agree to comply with it at all times in connection with the provision of the Deliverables. A copy of our Health & Safety Policy is available at <https://www.ges.com/eu/about-GES/CSR/#policies>.
- 6.13 You shall at all times conduct your business in a manner that is consistent with any anti-slavery Policy of ours and shall provide us with any reports or other information that we may request as evidence of your compliance with this Clause 6.11. A copy of our Anti- Slavery Policy is available at <https://www.ges.com/eu/about-GES/CSR>.
- “You further acknowledge and agree that you have been notified and have reviewed our Privacy Policy, and that you agree to comply with it at all times in connection with provision of the deliverables. A copy of our Privacy Policy is available at <https://www.ges.com/legal/privacy-policy>.”
- 6.14 You warrant and represent that:
- 6.14.1 you have not committed any offence under the Bribery Act 2010 or done any
- of the following (“**Prohibited Acts**”):
- 6.14.1.1 offered, given or agreed to give any officer or employee of ours any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with us for showing or not showing favour or disfavour to any person in relation to this or any other agreement with us; or
- 6.14.1.2 in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to us and
- 6.14.2 you have in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.
- 6.15 You shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Deliverables.

- 6.16 This contract is for the provision of the Deliverables and not for the provision of personnel to us by you. Any personnel that you use or instruct or engage with (whether directly or indirectly) in order to fulfil your obligations under this contract (“**Personnel**”) shall not become employed by us and nothing contained in this contract shall be construed as or have the effect of constituting any relationship of employer and employee between us and any Personnel.
- 6.17 You shall be fully responsible for and shall indemnify us and keep us indemnified in respect of any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or in connection with any payment or benefit received by any Personnel in connection with any services performed under this contract or the provision of the Deliverables, where such recovery is not prohibited by law. You shall further indemnify us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.
- 6.18 You shall indemnify us and keep us indemnified against any liability arising from any employment-related claim or any claim based on “worker” status (including reasonable costs and expenses) brought by any Personnel against us.
- 6.19 You shall provide such prompt and diligent cooperation, information, documentation and assistance as we may from time to time require to allow us to determine whether any Personnel are or will be within the rules in Chapter 8 or 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (“**IR35**”) or are or will be deemed to be employed by us for tax purposes and, if we decide that IR35 applies or any Personnel are employed by us for tax purposes, to deduct and account for tax or national insurance contributions from the amounts due from us to you under this contract.

7 Rights

- 7.1 Any rights which you are contracted to supply must be provided to us in accordance with sections 7.2 or 7.3 as applicable.
- 7.2 This sub-section will apply to the following types of contract right: where the contract expressly identifies particular rights as covered by it; where the rights in question are evidently not unique to our Deliverable (for instance you evidently supply the same thing, in the relevant respect, to others); or if those rights evidently derive from a third party of whom the same would be true (for instance you supply software on what you have told us is a proprietary third party platform). In those cases we are not to expect full ownership of those rights. You will however validly licence those rights to us, or procure them to be validly licensed to us, on the following terms: assignable; royalty-free; covering usage for any likely intended purpose; and free of any obligation on us save such as we expressly agree in the contract or as are the minimum reasonably necessary for the maintenance of the right in question.
- 7.3 This sub-section will apply to all contract rights to which section 7.2 does not. In that case you will transfer to us, or procure to be transferred to us, with full title guarantee the ownership of those rights to the full extent (including as to territory) that we reasonably need them for our intended purposes, and to the full extent of any wider rights available to you. You will execute any documents and make any declarations reasonably required by us, now or in future, to transfer those rights, you will not exploit those rights save for us or with our written consent, and you will (to the extent not yet

legally transferred) hold all such rights on trust for us absolutely for the maximum permitted period of eighty years. We have your irrevocable power of attorney to execute any such documents and make any such declarations on your behalf if you fail to do so promptly on request.

- 7.4 If you carry out any development work at our request and wholly or primarily at our expense we will own all intellectual property rights generated by that work, and section 7.3 will apply to those rights.
- 7.5 You will do anything reasonably required by us, during or after Performance, to perfect any transfer or licence of rights to us under this section or to assist us in registering or authenticating (but not at your cost enforcing or defending) those rights.

8 Termination

- 8.1 If goods have been offered by you as and they are, standard or stock items we can, by notice to you, at any time up to delivery cancel our commitment to buy them. In the case of services, we can, by notice to you, at any time up to delivery or the scheduled on-site time, cancel our commitment to buy them. Any other commitment of ours to receive and pay for Deliverables may be cancelled by us upon written notice under the following conditions. We will be bound to reimburse you for all irrecoverable costs incurred, or unavoidably committed, by you up to the point of cancellation. By "costs" is meant for this purpose the direct costs to you of Performance, to an aggregate amount not exceeding 80% of the purchase price for the cancelled commitment. We will be entitled, if we wish it, to the benefit of the part-finished Deliverables in question.
- 8.2 We may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the contract without any liability to you if you breach its terms, or if your business fails.

- 8.3 Your business will be treated for this purpose as having failed if:
- 8.3.1 you make any voluntary arrangement with your creditors;
 - 8.3.2 (being an individual or firm) you become bankrupt;
 - 8.3.3 (being a company) you become subject to an administration order or go into liquidation;
 - 8.3.4 any third party takes possession of, or enforces rights over, any of your property or assets under any form of security ;
 - 8.3.5 you stop or threaten to stop carrying on business;
 - 8.3.6 you suffer any process equivalent to any of these, in any jurisdiction; or

 - 8.3.7 we reasonably believe that any of the events mentioned above is about to occur and we notify you accordingly.
- 8.4 Any right of cancellation or suspension under this section is additional to any rights available to us under the law of any relevant jurisdiction.
- 8.5 Without prejudice to any rights which have accrued the Contract, or any of its rights or remedies, we may terminate the Contract for any reason or no reason by not giving less than 30 days' notice in writing to you.

9 Data protection

Where you process any Company Personal Data (defined in Schedule 2), you agree to comply with the terms of Schedule 2.

10 Enforcement

- 10.1 You will keep strictly confidential all information which you learn about us or our customers, and use that information only for the performance, in good faith, of your contractual obligations to us. By way of illustration only, you may not use such information to help our competitors, poach our staff or disparage our reputation. This restriction will apply until the fifth anniversary of the contract expiry date, and does not apply to information which was demonstrably public knowledge at the time of usage by you.
- 10.2 Our relationship is as independent contractors only, not as partners or as principal and agent. The contract is non-assignable by you. It is assignable by us only to a group company that is a company in the same ultimate beneficial ownership. You may sub-contract or delegate Performance in particular respects but not generally and not as regards your responsibility to us, nor your direct contact with us, in any respect.
- 10.3 You will procure that none of your associates behaves in a way which, had the behaviour been yours, would have breached the contract. We hold the contract on trust for ourselves and all associates of ours, and the contract is made for the benefit of all of them so that you will be liable for damage caused to our associates as well as ourselves. Our respective associates for this purpose are any affiliate or parent company or ultimate controlling shareholder and any company owned by either. A current list of our affiliate companies, which may be changed from time to time, are in Schedule One.
- 10.4 No waiver by us of any breach of contract by you will be considered as a waiver of any subsequent breach of the same or any other provision, or as a release of the provision

which you breached. No delay by us in enforcement, and no toleration shown by us, is to imply any waiver or compromise of our rights.

- 10.5 If any provision of these Terms is held by competent authority to be invalid or unenforceable in whole or in part the validity of the other Terms and of the remainder of the provision in question will not be affected. Every provision is severable from every other.
- 10.6 Any written notice under these Terms will be deemed to have been sufficiently served if posted by pre-paid official postal service, or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by that e-mail route).
- 10.7 The contract will be governed by the law of England, and you submit to the non-exclusive jurisdiction of the English courts.

Schedule 1 –Affiliate Companies

UK Affiliates	Company Registration Number
Global Experience Specialists (GES) Ltd	02930892
Viad Service Companies Limited	01175242
GES Event Intelligence Limited	02685312
N200.com BV	
GES Event Intelligence AG	
GES GmbH	
GES Middle East LLC	

SCHEDULE 2

Data Protection

Where Personal Data is Processed under this contract, the parties will comply with the terms of this Schedule 2.

“Agreement Personal Data” Personal Data which is to be Processed under this Agreement, as more particularly described in **Table 1**

“Applicable Laws” any:

- (a) law including without limitation any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including without limitation any judgment, order or decision of any court, regulator or tribunal);
- (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) legally binding industry code of conduct or guideline

in force from time to time which relates to this Agreement and/or the activities which are comprised in all or some of the Deliverables or the use or application of the output from the Deliverables

“Data Protection Laws” all Applicable Laws relating to data protection, the processing of personal data and privacy, including without limitation:

- (a) the Data Protection Act 1998;
- (b) the General Data Protection Regulation (EU) 2016/679; and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

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

“Data Security Incident” (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or

(b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of **paragraph (a)**, which may result in exploitation or exposure of that Agreement Personal Data; or

(c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Agreement Personal Data

“Group” means in relation to the Company, any Affiliate as defined in **Schedule 1**

“International Transfer” a transfer to a country outside the Safe Countries of Agreement Personal Data which is undergoing Processing or which is intended to be Processed after transfer

“Safe Countries” the countries that comprise the European Economic Area from time to time and, in the event that the united Kingdom (or any part of it) falls outside the European Economic Area, the countries that comprise the European Economic Area and the United Kingdom (or that part of it)

“Sub-Processor” any third party appointed by the Supplier to Process Agreement Personal Data

“Supplier” the person or entity who provides the Deliverables to the Company

- 1.1 The Company authorises the Supplier on its own behalf and on behalf of the other members of its Group to Process the Agreement Personal Data during the term of this Agreement as a Data Processor/Processor solely for the purpose and to the extent described in **Table 1**.
- 1.2 In performing the Services and its other obligations under this Agreement the Supplier will:
 - 1.2.1 comply with the Data Protection Laws;
 - 1.2.2 not cause the Company or any other member of its Group to breach any obligation under the Data Protection Laws; and
 - 1.2.3 notify the Company without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or this **clause 1**, without prejudice to its obligations to comply with, or to any rights or remedies which the Company may have for breach of, the Data Protection Laws or this **clause 1**.
- 1.3 The Supplier will not engage or use any third party for the Processing of Agreement Personal Data or permit any third party to Process Agreement Personal Data without the prior written consent of the Company.
- 1.4 If the Supplier appoints a Sub-Processor, the Supplier will ensure that, prior to the Processing taking place, there is a written contract in place between the Supplier and the Sub-Processor that specifies the Sub-Processor’s Processing activities and imposes on the Sub-Processor the same terms as those imposed on the Supplier in this **clause 1**. The Supplier will procure that Sub-Processors will perform all obligations set out in this **clause 1** and the Supplier will remain responsible and liable to the Company for all acts and omissions of Sub-Processors as if they were its own.

- 1.5 The Supplier will:
- 1.5.1 Process the Agreement Personal Data only on documented instructions (including without limitation this contract) from the Company or the relevant member of its Group (unless the Supplier or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Supplier will notify the Company of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to the Company on public interest grounds);
 - 1.5.2 immediately inform the Company in writing if, in its reasonable opinion, any instruction received from the Company or a member of its Group infringes any Data Protection Laws;
 - 1.5.3 without prejudice to **clause 1.5.1**, ensure that Agreement Personal Data will only be used for the purpose and to the extent described in **Table 1**;
 - 1.5.4 without prejudice to **clause 1.5.3**, not without the prior written consent of the Company or the relevant member of its Group:
 - 1.5.4.1 convert any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
 - 1.5.4.2 use any Agreement Personal Data for “big data” analysis or purposes; or
 - 1.5.4.3 match or compare any Agreement Personal Data with or against any other Personal Data (whether the Supplier’s or any third party’s);
 - 1.5.5 ensure that any individual authorised to Process Agreement Personal Data accesses such Agreement Personal Data strictly on a need to know basis as necessary to perform their role in the performance of this Agreement, and:
 - 1.5.5.1 is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality; and
 - 1.5.5.2 complies with this **clause 1**; and
 - 1.5.5.3 is appropriately reliable, qualified and trained in relation to their Processing of Agreement Personal Data;
 - 1.5.6 keep all Agreement Personal Data confidential; and
 - 1.5.7 at the option of the Company, securely delete or return to the Company all Agreement Personal Data promptly after the end of the provision of Deliverables relating to Processing or at any time upon request, and securely delete any remaining copies and promptly certify (via a director) when this exercise has been completed.

- 1.6 The Supplier will not make an International Transfer without the Company's prior written consent. If the Company gives its prior written consent to an International Transfer, before making that International Transfer the Supplier will demonstrate or implement, to the Company's satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. Such appropriate safeguards may include without limitation:
- 1.6.1 there is in force a European Commission decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
 - 1.6.2 the relevant Data Processor/Processor enters into an agreement with the Company or the relevant member of the Customer's Group in the form of the standard contractual clauses approved by the European Commission decision for the transfer of personal data to processors established in third countries from time to time, completed with such information as the Company or the relevant member of the Customer's Group may reasonably require; or
 - 1.6.3 the International Transfer is to the United States of America and the relevant Data Processor/Processor has and maintains for the duration of the Processing a current registration under the US-EU Privacy Shield.

If the appropriate safeguards demonstrated or implemented by the Supplier (or the relevant Data Processor/Processor) in accordance with this **clause 1.6** are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, the Supplier will implement such alternative measures as may be required by the Company or the relevant member of the Customer's Group to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. The Supplier or the relevant Sub-Processor will not need to comply with the conditions set out in this **clause 1.6** if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Supplier will notify the Company of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to the Company on public interest grounds.

- 1.7 The Supplier will:
- 1.7.1 implement, and assist the Company and the other members of its Group to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;
 - 1.7.2 notify the Company immediately if at any time the Supplier or a Sub-Processor is, or ought to be, aware of any reason why it is unable to comply with **clause 1.7.1**, without prejudice to its obligation to comply with, or to any rights or remedies which the Company may have for breach of, **clause 1.7.1**;

- 1.7.3 notify the Company without undue delay after becoming aware of a reasonably suspected, “near miss” or actual Data Security Incident, including without limitation the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Supplier (and Sub-Processors) may not delay notification under this **clause 1.7.3** on the basis that an investigation is incomplete or ongoing;
 - 1.7.4 promptly (and in any event within 72 hours) notify the Company of any request that it receives for exercise of a Data Subject’s rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;
 - 1.7.5 provide reasonable assistance to the Company and the other members of its Group in responding to requests for exercising Data Subjects’ rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Agreement Personal Data, including without limitation by appropriate technical and organisational measures, insofar as this is possible;
 - 1.7.6 not, without the Company’s prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject’s rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data; and
 - 1.7.7 assist the Company and the other members of its Group in:
 - 1.7.7.1 documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
 - 1.7.7.2 taking measures to address Data Security Incidents, including without limitation, where appropriate, measures to mitigate their possible adverse effects; and
 - 1.7.7.3 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 1.8 The Supplier will:
- 1.8.1 make available to the Company and the other members of its Group all information necessary to demonstrate compliance with the obligations set out in this **clause 1**; and

- 1.8.2 allow for and contribute to audits, including without limitation inspections, conducted by the Company or another auditor mandated by the Company.
- 1.9 The Supplier will prepare and securely maintain a record of all categories of Processing activities carried out on behalf of the Company and other members of the Company’s Group in relation to the Agreement Personal Data, including without limitation as a minimum: (i) its name and contact details and details of its Data Protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of the Company and other members of the Company’s Group; (iii) International Transfers; (iv) a general description of the technical and organisational security measures referred to in **clause 1.7.1**; and (v) the same information in relation to any Sub-Processor, together with its name and contact details (together the “**Data Record**”). The Supplier will promptly upon request securely supply a copy of the Data Record to the Company.
- 1.10 The Supplier will indemnify the Company and each other member of the Company’s Group against all liability, loss, damage, costs and expenses (whether direct or indirect) in each case arising out of or in connection with any breach by the Supplier or any Sub-Processor of any of its obligations under this **clause 1** (including without limitation any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).
- 1.11 Any breach of this **clause 1** by the Supplier or any Sub-Processor will be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

Table 1

Agreement Personal Data

Subject matter of Processing	
Duration of Processing	
Nature of Processing	
Purpose of Processing	
Type of Personal Data	
Categories of Data Subject	

Price

1.1 The Fees agreed between the Company and the Supplier, as set out in the quotation and invoice documents, remain confidential information and will not be discussed with any Promotion Staff or third party under any circumstances.

1.2 The Supplier may quote and agree Fees with the Client by reference to a daily charge. Where agreed on a daily basis, the hours of the Assignment are deemed to be no more than eight hours and not to commence before 8:00am or cease after 8pm. Where the Assignment continues outside of these hours (subject to the agreement of the Promotion Staff) the Supplier will reserve the right to charge an overtime rate of 1.5 times of the agreed daily fee. This rate will be agreed by both parties prior to the Assignment and detailed on the Services Schedule.

1.3 Where possible, the Supplier will provide Promotion Staff residing within the same city where the Assignment is due to take place, however on certain occasions where the client expresses an interest in Promotion Staff from another City or Country, the Company will be expected to pay any Travel expenses incurred by the Promotion Staff for traveling to an event which is outside of the Promotion Staffs home city or town of residence.

1.4 In certain cases the Company may require that the Promotion Staff, if he/she is to perform an Assignment, will be precluded from working for certain other third parties (e.g. Competitors) for a specified period of time. If this is the case, it is the Company's responsibility to ensure that this requirement is cited in the Services Schedule (and an additional exclusivity fee will be charged by the Supplier in the sum cited in Services Schedule).

Client's obligations

2.1 The Company is obliged to provide reasonable breaks and refreshments to the Promotion Staff during the Assignment.

2.2 The Company is obliged to have the necessary Exhibition or Public Liability Insurance for the Exhibition space or venue for the whole duration of the Assignment which includes cover for any accidents to the Promotion Staff. The Supplier reserves the right to withdraw Promotion Staff from the Assignment should such a Policy not exist.

2.3 For any outdoor Road shows; Experiential/Street Marketing Activities and Promotions; the Company, is obliged to have and undertake the necessary Approvals, Licenses and/or Permits from the local authorities and the relevant Public Liability Insurance Policy in place prior to our Promotion Staff commencing work. The Supplier reserves the right to withdraw Promotion Staff from the Assignment should any Approvals, Licenses, Permits, and a Public Liability Insurance Policy not exist.

2.4 The Company hereby undertakes that should they wish to engage the allocated Promotion Staff for future Assignments (or to engage any other Promotion Staff represented by the Supplier) all negotiations at any time shall be conducted exclusively with the Supplier only.

2.5 The Company hereby undertakes that, should they wish to engage the allocated Promotion staff for subsequent full-time employment within the Company organisation, including any subsidiary companies within twelve months of the Assignment date, a one off referral fee equivalent to ten percent of the annual salary of the position filled by the Promotion staff shall be payable to the Supplier within sixty days of the employment commencement date.

General

3.1 The Promotion Staff that may be introduced to the Company are not employees of the Supplier and nothing said or done by the Supplier or the Promotion Staff shall be deemed to have created an employment relationship.

3.2 Whilst the Supplier shall use all its reasonable endeavours to ensure that the Promotion Staff introduced shall be appropriate for the Assignment and attend punctually and appropriately, the Supplier is not and will not be, held liable for any failure on the part of the Promotion Staff or any misconduct by Promotion Staff.