

Master Terms & Conditions

12 June 2024

Terms and Conditions

1.0 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context requires otherwise:

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
- **"Agreement"** means these terms and conditions;
- **"Applicable Laws"** means all applicable laws, statutes, regulations and codes from time to time in force;
- **"Client"** means the company stated at the beginning of any Statement of Work that will receive services and pay for said services;
- **"Client Personal Data"** means all Personal Data which is owned, controlled or processed by Client or any of its Affiliates and which is provided by or on behalf of Client or any of its Affiliates to ZDL Group or which comes into the possession of ZDL Group as a result of or in connection with the supply of the Consultancy Services or performance of this Agreement;
- **"Commencement Date"** means the date of signature of the Statement of Work;
- **"Confidential Information"** means any and all confidential information in whatever form (whether written, oral, visual, electronic, magnetic or other media), however conveyed or presented, disclosed by a Party or its employees, officers, representatives, agents, contractors or advisers ("**Related Persons**") to the other Party and/or its Related Persons concerning the business, affairs, operations, customers, prospective customers, processes, budgets, pricing policies, products, strategies, opportunities, developments, trade secrets, know-how, designs, software, personnel and partners of the disclosing Party together with all information derived by the other Party from any such information and any other information which ought reasonably be considered to be confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure (whether or not it is marked "confidential").
- **"Contract"** means both the agreed SOW and this Agreement;
- **"Consultancy Services"** means the IT security services and ancillary matters thereto carried out by ZDL Group as detailed in the SOW;
- **"Controller Personal Data"** means all Personal Data (as defined in the Data Protection Legislation) which is owned, controlled or processed by Client or any of its Affiliates and which is provided by or on behalf of Client or any of its Affiliates to ZDL Group or which comes into the possession of ZDL Group as a result of or in connection with the supply of the Consultancy Services or performance of this Agreement;
- **"Data Protection Legislation"** means all applicable legislation protecting Personal Data (as defined in the Data Protection Legislation) including, in particular, the United Kingdom General Data Protection Regulation (UK GDPR) or the Data Protection Act 2018 as applicable, and any replacement successor regulation or legislation;
- **"Fee"** means the fee payable for the Consultancy Services as set out in the pricing section of the SOW;
- **"GDPR"** means the General Data Protection Regulation ((EU) 2016/679);
- **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same or a similar business;
- **"Group"** means the Client, any parent undertaking of the Client and any subsidiary undertaking of the Client or of any such parent undertaking, for the time being ("parent undertaking" and "subsidiary undertaking" having the meanings set out in Section 1162 of the Companies Act 2006)
- **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world
- **"Losses"** means all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by a party;
- **"Processor Personnel"** means ZDL Group and any of its employees, staff, workers, agents or consultants;
- **"Statement of Work" or "SOW"** means the scope of works to which accompany this Agreement;
- **"ZDL Group"** means The ZDL Group Limited (company number 08072515), whose registered office is at 96-98 Church Road, Hove East Sussex, United Kingdom, BN3 2EB;

1.2: The headings of this Agreement shall not affect the interpretation of this Agreement.

1.3: Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

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

1.5: A reference to writing or written includes email.

2: ZDL Group Obligations

2.1: In consideration of the payment by the Client of the Fee, ZDL Group shall provide the Consultancy Services to the Client and its Affiliates.

2.2: ZDL Group will use best endeavours to provide the Consultancy Services in accordance in all material respects with the SOW with reasonable skill and care. ZDL Group shall use best endeavours to meet the performance dates specified in the SOW, but any such dates are estimates only, and time shall not be of the essence of the Agreement.

3: Obligations

3.1: The Client shall:

3.1.1: co-operate and procure that any Client employee, agent, sub-contractor or personnel shall co-operate with ZDL Group in all material matters relating to the Consultancy Services and provide ZDL Group with specific and detailed information concerning, and reasonable access to, the Client's computer systems and networks as more fully set out in the SOW or as maybe requested by ZDL Group in writing from time to time;

3.1.2: provide in a timely manner such information and such access to the Client's premises, data, computer systems, networks belonging to the Client, including such office accommodation and other facilities, as is requested by ZDL Group from time to time in order for ZDL Group to perform the Consultancy Services. Such access to be provided to any employee, agent, contractor or other authorised person of ZDL Group and provided that any such person is preauthorised by the Client having been given reasonable notice;

3.1.3: ensure ZDL Group has access to individuals with sufficient knowledge of the Client's computer systems and networks and shall act as the point of contact between the Client and ZDL Group ("Appointed Representative"); and

3.1.4: be responsible (at its own cost) for preparing the relevant premises or site for the supply of the Consultancy Services.

3.2 ZDL Group shall:

3.2.1 provide to the Client in a timely manner all documents, information, items and materials in any form (whether owned by ZDL Group or a third party) reasonably required by the Client in connection with the Consultancy Services

3.2.2 take reasonable steps to avoid introducing any virus to the Client's systems

3.2.3 obtain and maintain in full force all necessary consents, approvals, authorisations, licences and permissions that the Client requires to receive the Consultancy Services

3.2.4 perform its obligations and duties under this Agreement in accordance with all Applicable Laws as may be in force from time to time and with all due care, diligence and skill in accordance with best practice in ZDL Group's industry, profession or trade;

3.2.5 co-operate with the Client in all matters relating to the Consultancy Services, and comply with the Client's instructions;

3.2.6 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and that have been communicated to it;

3.2.7 ensure that all ZDL Group personnel involved in the provision of the Consultancy Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable ZDL Group to fulfil its obligations under this Agreement; and

3.2.8 during the term of this Agreement and for a period of 12 months' after the expiry or termination of this Agreement, ZDL Group shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £5,000,000 and public liability insurance at an amount not less than £5,000,000 to cover the liabilities that may arise under or in connection with this Agreement and shall produce to the Client on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

4: Warranties and Liabilities

4.1: Each Party warrants, represents and undertakes to the other that:

- (a) it has full capacity and authority to enter into and to perform this Agreement;
- (b) this Agreement is executed by a duly authorised representative of that Party;
- (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement; and
- (d) once duly executed, this Agreement will constitute its legal, valid and binding obligations.

4.2 Nothing in this Agreement excludes the liability of ZDL Group:

4.2.1 for death or personal injury caused by ZDL Group's negligence; or

4.2.2 for fraud or fraudulent misrepresentation; or

4.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

4.2.4 for any indemnity in this Agreement; or

4.2.5 for any act, omission or matter, liability for which may not be excluded or limited under Applicable Law

4.3: For the purposes of inter alia, of the Computer Misuse Act 1990 and the Regulation of Investigatory Powers Act 2000, the Client expressly authorises ZDL Group to access its computer systems and networks (and any programs and data held on them) to the extent reasonably required to enable ZDL Group to provide the Consultancy Services.

4.4: The Client acknowledges and accepts that ZDL Group will use various proprietary penetration testing methods and such other methods as ZDL Group may, in its absolute discretion, deem appropriate, in providing the Consultancy Services and the Client acknowledges and accepts that ZDL Group and/or its employees and agents may as a result succeed in gaining access to its computer systems and networks.

4.5: The Client warrants and undertakes to ZDL Group that it has the full right, power and authority, and has obtained all necessary third-party consents and authorisations, to permit ZDL Group to provide the Consultancy Services and that, to the best of its knowledge, any actions undertaken by ZDL Group in providing the Consultancy Services in accordance with this Agreement will not infringe the rights of any third-party. ZDL Group reserves the right to cease to provide the Consultancy Services in the event that it has reason to suspect that the Client has failed to obtain any such consents or authorisations.

4.6 ZDL Group warrants and undertakes to the Client that it has the full right, power and authority, and has obtained all necessary third-party consents and authorisations, to provide the Consultancy Services, it has, and will continue to have, all necessary Intellectual Property Rights and any other materials necessary to perform its obligations under this Agreement and that any actions undertaken by ZDL Group in providing such Consultancy Services will not infringe the rights of any third party.

4.7 ZDL Group undertakes to indemnify and hold the client harmless from and against all Losses that the Client may incur or for which it may become liable as a result of or in connection with:

- (a) any breach of the ZDL Group's obligations set out in this Agreement or negligent act or omission by ZDL Group; or
- (b) the receipt, use or supply of the Consultancy Services by the Client; or
- (c) any failure by ZDL Group to comply with its obligations under clauses 5 and 6 and the Data Protection Legislation; or
- (d) any use, loss, destruction or corruption of the Controller Personal Data; or
- (e) any failure of ZDL Group, to comply with Applicable Laws; or
- (f) any breach by ZDL Group of clauses 4.3 or 4.6; or
- (g) any claim made against the Client by a third party arising out of or in connection with the provision of the Consultancy Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by ZDL Group, its employees, agents or subcontractors; or

4.8: Subject to clause 4.3 neither party shall be liable to the other party for loss (whether direct or indirect) of profits or anticipated savings, loss of business, depletion of goodwill or similar losses, for loss of programs, or for any special, indirect or consequential or pure economic loss or damage whatsoever even if ZDL Group shall have been advised of the possibility of it and whether arising in tort (including negligence) or breach of Contract howsoever arising. This clause shall prevail in the event that it conflicts with any provision of this Agreement or the SOW.

4.9 Excluding any indemnities given under this Agreement, ZDL Group's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Consultancy Services or this Agreement shall be limited to £500,000.00.

4.10: The Client's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Consultancy Services or this Agreement shall be limited to the total price paid for the Services.

5: Intellectual Property Rights and Confidentiality

5.1: All Intellectual Property Rights and all other rights in the any materials provided by ZDL Group as part of the Consultancy Services shall at the Commencement Date, or (if later) on creation of the rights, vest in the Client. All Intellectual Property Rights and all other rights in the Client's internal systems, including any systems belonging to the Client and its Affiliates shall be owned by the Client or its licensors. Save as set out in this Agreement, neither Party shall acquire any rights, title or interest in any Intellectual Property Rights belonging to the other Party

5.2 Both parties shall keep the other party's Confidential Information confidential. Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party by the other party or its agents, and any other confidential information concerning that party's business or its products which the other party may obtain. Both parties shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of performing the obligations under this Agreement, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties under this Agreement.

5.3 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

5.3.1 is or becomes publicly known other than through any act or omission of the receiving party;

5.3.2 was in the other party's lawful possession before the disclosure;

5.3.3 is lawfully disclosed to the receiving party by a third-party without restriction on disclosure;

5.3.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

5.4 Subject to Clause 5.6, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third-party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

5.5 Both Parties shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

5.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 5.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

5.7 All materials, equipment and tools, drawings, specifications and data supplied by one party (Providing Party) to the other (Receiving Party) shall at all times be and remain the exclusive property of the Providing Party, but shall be held by the Receiving Party in safe custody at its own risk and maintained and kept in good condition by the Receiving Party until returned to the Providing Party, and shall not be disposed of or used other than in accordance with the Providing Party's written instructions or authorisation.

5.8 The above provision of this Clause 5 shall survive termination of the Agreement, however arising.

5.9 Each Party acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the provisions of this Agreement, damages alone would not be an adequate remedy and the Party whose Confidential Information has been used or disclosed shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this clause 5 in addition, and without prejudice, to any damages or other remedy to which it may be entitled.

5.10 On expiry or earlier termination of this Agreement each Party shall return to the other Party all documents and materials containing the other's Confidential Information and shall erase all the other's Confidential Information from its computer and other software or media storage systems, provided that a Receiving Party may retain materials containing Confidential Information to the extent required by law or any applicable governmental, administrative or regulatory authority or by an order of any court or other authority of competent jurisdiction

5.11 neither Party makes any express or implied warranty or representation concerning its Confidential Information including as to accuracy, completeness or otherwise whatsoever.

5.12 Each Party (the "**Indemnifying Party**") shall indemnify and keep indemnified the other Party in full and hold the other harmless on demand from and against any and all Losses suffered or incurred by the other Party arising out of or in connection with any breach of this clause 5 by the Indemnifying Party and any of its employees, agents or sub-contractors

6: Data Protection and Data Processing

6.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

6.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller (Controller) and ZDL Group is the data processor (Processor) (where Data Controller, Data Processor, Data Subject, Personal Data and Processing shall bear the respective meanings as defined in the Data Protection Legislation).

6.3 The Processor shall:

- (a) implement appropriate technical and organisational measures to protect Controller Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data Processed by it.
- (b) preserve so far as possible the security of Controller Personal Data and prevent any loss, disclosure, theft, manipulation or interception of Controller Personal Data; and
- (c) ensure that its anti-malware controls are deployed and maintained in accordance with Good Industry Practice and any of the Processor's IT policies, check for and delete any malicious materials from its systems and not intentionally or negligently transfer any malicious materials onto any of the Controller's IT systems or onto any media containing Controller Personal Data.

6.4 The Processor shall provide to the Controller at any time on request a detailed written description of such technical and organisational measures in place.

6.5 The Processor shall not permit any Processing of Controller Personal Data by any agent or subcontractor or other third party ("Sub-Processor") without the prior written authorisation of the Controller and only then subject to the Processor informing the Controller of any changes it has made and permitting the Controller to object to those, as well as such conditions as the Controller may require and provided that the Processor remains fully liable for all the actions and omissions of the Sub-Processor and that any Sub-Processor agrees in writing to comply with obligations the same as those imposed on the Processor in this clause 6.

6.6 The Processor Personnel shall:

- (a) only Process the Controller Personal Data for the purposes of supplying the Consultancy Services (and for no other purpose whatsoever), and at all times in accordance with Good Industry Practice, the Controller's documented instructions from time to time, the Description of Processing and all applicable Data Protection Laws; and
- (b) not transfer, or otherwise directly or indirectly disclose, any Controller Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of the Controller (which may be refused or granted subject to such conditions as the Controller deems necessary) except where the Processor is required to transfer the Controller Personal Data by the laws of the member states of the EU or EU law (and shall inform the Controller of that legal requirement before the transfer, unless those laws prevent it doing so).

6.7 The Processor shall:

- (a) ensure that access to Controller Personal Data is limited to the Processor Personnel and authorised Sub-Processors who need access to it to supply the Consultancy Services, and that all Processor Personnel and authorised Sub-Processors are:
 - (i) informed of the confidential nature of Controller Personal Data, and that they must not disclose the Controller Personal Data;
 - (i) are subject to an enforceable obligation of confidence with regards to the Controller Personal Data; and
 - (iii) are assessed by the Processor or authorised Sub-Processor prior to any Processing of Controller Personal Data to ensure their reliability, and that they receive training on data protection matters.

6.8 The Processor shall implement appropriate technical and organisational measures to protect Controller Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data Processed by it, including (inter alia) where appropriate:

- (a) the pseudonymisation and encryption of the Controller Personal Data;
- (b) guaranteeing the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) restoring the availability and access to the Controller Personal Data in a timely manner in the event of a physical or technical incident; and
- (d) regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

6.9 The Processor shall provide to the Controller at any time on request a detailed written description of such technical and organisational measures in place.

6.10 The Processor and any of its Processor Personnel shall:

- (a) promptly provide such information and assistance (at no cost to the Controller) as the Controller may require in relation to:
 - (i) any request from or on behalf of any Data Subject for access, rectification or erasure of Controller Personal Data, or any complaint, objection to Processing, or other correspondence. In no event shall the Processor or any of the Processor Personnel respond directly to any such request, complaint or correspondence without the Controller's prior written consent unless and to the extent required by law;

6.11 The Processor and any of its Processor Personnel shall:

- (a) immediately (and in any event within 2 calendar days) and fully notify the Controller in writing if any Controller Personal Data has been disclosed in breach of this clause or if it is lost, becomes corrupted, is damaged or is deleted in error

6.12 The Processor shall notify the Controller immediately if it suspects or becomes aware of any actual, threatened or potential breach of security of Controller Personal Data and any personal data breach (as defined in the GDPR) and shall ensure all such notices include full and complete details relating to such breach, in particular:

- (a) the nature and facts of such breach including the categories and number of Controller Personal Data records and, if applicable, Data Subjects concerned;
- (b) the contact details of the data protection officer or other representative duly appointed by the Processor from whom the Controller can obtain further information relating to such breach;

- (c) the likely consequences or potential consequences of such breach; and
 - (d) the measures taken or proposed to be taken by the Processor and/or any Processor Personnel to address such breach and to mitigate any possible adverse effects and the implementation dates for such measures.
- 6.13 The Processor or any of its Processor Personnel shall promptly provide such information and assistance (at no cost to Controller) as the Controller may require in relation to:
- (a) the Controller's decision to undertake a data protection impact assessment where the Controller considers (in its sole discretion) that the type of Processing may result in a high risk to the rights and freedoms of Data Subjects;
 - (b) any approval of the Information Commissioner or other data protection supervisory authority to any Processing of Controller Personal Data, or any request, notice or investigation by such supervisory authority.
- 6.14 The Processor Personnel shall on request at any time and on the expiry or termination of this Agreement, (at no cost to the Controller) at the Controller's option either return all of the Controller Personal Data, and/or Confidential Information, and copies of it in such format as the Controller may require or securely dispose of the Controller Personal Data and/or Confidential Information, except to the extent that any applicable law requires the Processor to store such Controller Personal Data and the Processor has promptly demonstrated their legal requirements to the Controller.
- 6.15 The Processor shall permit the Controller (and any of its authorised representatives) and the Information Commissioner (or its authorised representatives), at the Processor's cost, access to any of the Processor's premises, personnel, IT systems and relevant records as may be reasonably required by the Controller upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Processor's compliance with this clause 6 and Data Protection Laws.
- 6.16 The Processor shall, on demand, provide the Controller and the Information Commissioner (and/or their authorised representatives) with all reasonable co-operation, access and assistance in relation to each audit.
- 6.17 The Processor shall permit and contribute to all audits or inspections conducted by the Controller and/or the Information Commissioner (or their authorised representatives) for the purpose of confirming the Processor's compliance with this clause and the Data Protection Laws.
- 6.18 In the Processor's reasonable opinion, to the extent that it believes that any instruction received by it is likely to infringe the Data Protection Law or any other applicable law, the Processor shall promptly inform the Controller.
- 6.19 The parties shall adhere to the description of processing as set out in Schedule 1.

6.20 Processor shall indemnify the Controller against: (i) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) arising out of or in connection with any breach by the Processor and/or any Sub-Processor (as applicable) of this clause including where the Processor's breach then places the Controller in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss; and (ii) all amounts paid or payable by the Controller to a third party which would not have been paid or payable if the Processor's breach of this clause had not occurred, including in both cases where the Processor's breach then places the Controller in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss.

7: Fees and Expenses

- 7.1: In consideration of the provision of the Consultancy Services the Client shall pay to ZDL Group the Fee.
- 7.2: ZDL Group shall be entitled to periodically charge the Client for any expenses reasonably incurred by the individuals whom ZDL Group engages in connection with the Agreement including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties (provided the Client has agreed to any such upfront costs) and required by ZDL Group for the performance of the Consultancy Services, and for the cost of any materials.
- 7.3: Unless agreed otherwise by ZDL Group, all charges payable under the Agreement shall be paid in full and cleared funds without set-off, on a quarterly basis. The Client shall have 30 days from the date of the invoice to make payment to ZDL Group unless shorter or different payment terms are specifically stated in the Pricing section of this Agreement. ZDL Group shall provide the Client with details of a bank account to which the invoice shall be paid. ZDL Group shall be entitled to issue invoices immediately upon the Agreement becoming effective in accordance with this Agreement and shall also be entitled to issue invoices on a periodical basis or as otherwise set out in the SOW.
- 7.4: All charges payable under the Agreement are exclusive of any Value Added Tax and other applicable sales taxes, which the Client shall pay to ZDL Group in the manner and at the rate prescribed by law from time to time.
- 7.5: If the Client fails to make any payment to ZDL Group on the due date then, without prejudice to any other right or remedy available to ZDL Group, ZDL Group shall be entitled to:
- Suspend performance of further performance of its obligations under the Agreement;
 - Charge the Client interest (both before and after judgment) on the amount outstanding on a daily basis, at the rate of 2 percent per annum above the base rate of Barclays Bank PLC (or such other clearing bank as ZDL Group may nominate) from time to time in force, such interest to be calculated from the due date to the date of actual payment (both dates inclusive), compounded quarterly.

7.6: Time for payment shall be of the essence of the Agreement

7.7: All amounts due under this Agreement shall be paid by the Client to ZDL Group in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). ZDL Group may, without prejudice to any other rights it may have, set off any liability of the Client to ZDL Group against any liability of ZDL Group to the Client.

8: Solicitation of Staff

8.1: During the course of the provision of Consultancy Services, and for a period of 6 months after completion of the Consultancy Services, ZDL Group and the Client mutually agree to not to solicit the employees or personnel of the other party met or introduced through their relationship under the Agreement without the prior consent in writing of the other.

9: Force Majeure

9.1: Neither party shall in any circumstances have any liability to the other party under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of ZDL Group or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

10: Term and Termination

10.1: This Agreement shall commence on the Commencement Date and shall continue (unless terminated earlier in accordance with this Agreement) for a period of twelve (12) months, at which point the Agreement will terminate.

This Agreement may be terminated by either party immediately upon giving notice in writing to the other if

- The other party commits any material breach of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request by the other party to do so, to remedy the breach complained of;
 - the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - The other party enters into liquidation (whether compulsory or voluntary) or compounds or makes a voluntary arrangement with its creditors or has a receiver, administrative receiver, administrator or other encumbrance appointed of all or part of its assets or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as and when they fall due;
 - The other party ceases, or threatens to cease, to trade
- 10.2: On the termination of this Agreement for any reason: all rights and obligations of the parties under the Agreement shall automatically terminate, except for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to

come into or continue in force on or after such termination; all licences granted under this Agreement shall immediately terminate and each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party.

10.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

11: General

11.1: The Client's agreement to the SOW constitutes an offer by the Client to purchase the Services specified in the SOW on the terms of this Agreement; accordingly, the execution and return of the acknowledgment copy of the SOW by ZDL Group or ZDL Group's commencement or execution of work pursuant to such SOW, shall establish a contract for the supply and purchase of those Consultancy Services on this Agreement. The Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the SOW or any negotiations shall not govern the Agreement.

11.2: All notices which are required to be given under the Agreement shall be in writing and shall be sent to the recipient at its registered office from time to time. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission or sent by email and shall be deemed to have been served if by delivery when delivered if by first class post 48 hours after posting and if by facsimile or email at 9:00 am the following day from being sent. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.3: Neither party shall be entitled to assign charge or otherwise transfer the whole or any part of this Agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld or delayed.

11.4: The Client acknowledges that ZDL Group may be performing Consultancy Services for clients other than the Client. This Agreement therefore shall not prohibit ZDL Group from performing such Consultancy Services or other services for other clients' subject to the obligations of confidentiality contained herein.

11.5: This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with in it, represents the entire agreement between the parties in relation to those matters and no variation or waiver of any provision of this Agreement shall be effective unless made in writing by the parties. However, nothing in this Agreement excludes or limits liability for fraudulent misrepresentation.

11.6: The failure by either party at any time to require performance by the other party or to claim a breach of any condition shall not be deemed to be a waiver of any right under this Agreement.

11.7 For the avoidance of doubt ZDL Group and the Client agree that the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to the Agreement to the maximum extent permitted by law. No one other than a party to this Agreement, their permitted assignees, shall have any right to enforce any of its terms.

11.8: Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.9: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

12: ANTI-BRIBERY & ANTI-SLAVERY LAWS

12.1 ZDL Group agrees, in respect of the provision of the Consultancy Services, ZDL Group shall comply (and shall procure that its employees, agents, subcontractors and suppliers comply) with all applicable laws, rules and regulations and codes of practice, including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010.

Anti-Bribery Obligations:

12.2 ZDL Group shall not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; any subcontractor or supplier, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation including but not limited to the Bribery Act 2010 and similar multilateral anti-bribery agreements.

Anti-Slavery Obligations:

12.3 In performing its obligations under this Agreement, ZDL Group shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance and upon request, send copies of these to the Client; and
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

12.4 ZDL Group represents and warrants that at the date of this Agreement, neither ZDL Group nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.5 ZDL Group shall implement due diligence procedures for its subcontractors and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

12.6 ZDL Group shall indemnify the Client against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against, the Client as a result of any breach by ZDL Group of this clause 12.

Schedule 1

Description of processing

The processing of personal data is as follows (provide a description of the subject matter and nature of the processing, including any systems used to store and process personal data, obligations of the processor and any rights of the controller with regards to the personal data):

ZDL Group has entered into a contract under which it will provide services for the Client where ZDL Group may be able to view staff or customer data through the course of the delivery process. ZDL Group will have potential access to:

- Work Email Addresses
- Staff Names / Potential Customer Names and details (depending on what systems we may be given access to)
- Details on Systems belonging to the Client
- Internal documents which may or may not be classed as confidential or sensitive by the Client.

Data subjects

The personal data concern the following categories of data subjects (please specify):

Staff and/or customers of the Client.

Purposes of the Processing

The processing is necessary for the following purposes (please specify):

ZDL Group has entered into a contract under which it will provide services for the Client where ZDL Group may be able to view staff or customer data through the course of the delivery process. No additionally processing of this data would take place beyond viewing/access and such data would not be taken "offsite" from the Client.

Categories of data

The personal data processed fall within the following categories of data (please specify):

This will depend upon what systems the Client provides ZDL Group access to and may include some or all the following:

- Contact Information
- Personal Information
- Health Information
- Financial Information
- Behavioural Information
- Identifiers
- Directory Information
- Photo or Video
- Geolocation
- Biometric Data
- Consumption Data

Sensitive data (if appropriate)

The personal data processed fall within the following categories of sensitive data (please specify):

ZDL Group may view staff or customer data from the Client, depending on what systems the Client provides ZDL Group with access to and therefore some of this information may fall under the category of sensitive.

Instructions with regards to the processing of personal data:

The Processor shall process the Personal Data only in accordance with the instructions of the Controller.