

Terms of Business:

1. General Application

1.1. These terms and conditions (Terms) apply and form part of the Agreement between REL and the Client in relation to the provision of Services to the Client. These Terms prevail over any terms and conditions of the Client. No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Agreement except to the extent that REL otherwise agrees in writing.

2. Definitions and Interpretation

2.1. In this Agreement, unless the context otherwise requires, the following words have these meanings:

- **Agreement** means the agreement between REL and the Client for REL to provide Services to Client incorporating these Terms and the Proposal
- **Business Day** means any day other than a Saturday, Sunday or Bank Holiday
- **Client** means the organisation / person for which professional services are rendered.
- **Deliverable(s)** means Documents, products, materials, work, specifications and solutions developed for Client by REL in the provision of the Services and which may be more particularly set out in the Proposal.
- **Documents** includes in addition to any document in writing, any drawing, map, plan, schematic, diagram, design, picture or other image, however recorded and preserved embodying information in any form.
- **Fee** means the fee for the Services specified in the Proposal or otherwise agreed between the parties.
- **Proposal** means the proposal describing the consultancy services to be delivered to the Client together with any risks, issues, assumptions and dependencies and outlining the timescales, fees and Deliverable(s).
- **REL Materials** means all Documents, information and materials created and/or provided by REL relating to the Services and/or Deliverables.
- **REL** means Risk Evolves Ltd.
- **Services** means the services to be provided to the Client by REL as more particularly set out in the Proposal (and as modified by agreement of the parties from time to time).
- **Third Party Material** means material in any form, the intellectual property rights subsisting in which are owned by a third party.

2.2. References to clauses (except where the context otherwise requires) are references to the clauses referred to herein. Any reference in these Terms to a provision or statute shall be construed as a reference to that provision as amended or re-enacted from time to time.

2.3 Unless the context otherwise requires, any reference (express or implied) to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

2.4 A reference to a 'Party' is to REL or the Client (as the case may be) and a reference to 'the Parties' is to REL and the Client.

3. Services and Appointment

3.1. REL are appointed on a non-exclusive basis and nothing in the Agreement shall prevent REL from contracting or dealing with any other clients in relation to the Services or similar services.

3.2. A quotation for Services provided to the Client by REL does not constitute an offer and REL reserves the right to withdraw or revise a quotation at any time prior to entering into an Agreement. All statements whether written or oral, including descriptions, illustrations, or specifications concerning the Services made or given by REL before entering into an Agreement, whether in brochures, leaflets, publications proposals or otherwise are for the purposes of information and guidance only.

3.3. Subject to prompt payment of outstanding amounts by the Client and/or any delay reasonably incurred by REL or which is beyond REL's reasonable control, REL shall use reasonable endeavours to deliver the Deliverables to the Client on such dates as the Client and REL agree, but such dates shall be estimates only.

3.4. The Client and REL shall provide each other with clear and accurate information and co-operate in relation to the provision of the Services.

3.5. The Client must obtain all necessary licences, consents, permissions and approvals, before the date on which the Services are to start, if any are required for the carrying out of the Services, other than those held by REL for the conduct of its business.

4. Payment

4.1 The Client will pay the Fee to REL at the times and in the manner outlined in this Agreement. Time for payment shall be of the essence and REL may suspend or cancel its carrying out of the Services without liability if the Fee is not paid when due. The Client shall be responsible for all fees charged to REL as a result of the Client's failure to pay, including, but not limited to collection charges and associated legal fees.

4.2. VAT and all other taxes, duties and charges will be payable on the Fee, and the Client shall be liable for such VAT, taxes, duties or other charges which will be payable to the appropriate authority.

4.3. If a fixed fee is specified in the Proposal, that fee is only applicable to the provision of the Services as set out in that Proposal. REL will charge for any additional work in the amount and manner agreed in writing by the parties, or if not so agreed, at REL's then current standard hourly rates.

4.4. All approved expenses incurred by REL in the performance of the Services will be fully reimbursed by the Client. On Client request prior to payment, REL shall provide receipts for such expense claims.

4.5. Expenses and disbursements will be invoiced at the same time as fee invoices.

4.6. Subject to Clause 4.7, the Client must pay in full and cleared funds all amounts owing under this Agreement within 14 days of receipt of the relevant REL invoice.

4.7. Time of payment is of the essence. Where sums due under these Terms are not paid in full by the due date, then, without limiting any other remedies, REL may charge interest at 1% per month on all overdue amounts.

5. Confidential Information

5.1 " Confidential Information" means any confidential information (whether oral or written or in electronic form) concerning the business, affairs, customers, clients or suppliers of the other party.

Without limitation there shall be included in Confidential Information the content and specification of REL's methodology in carrying on their business.

5.2. In providing the Services, both REL and Client shall take all reasonable measures and precautions to safeguard any Confidential Information and data in its possession concerning the affairs of the other and in any event such measures and precautions shall be no less stringent than operated from time to time by that party in respect of data concerning its own internal affairs.

5.3. On termination of this Agreement or demand by the disclosing party, all Confidential Information supplied to the recipient by or on behalf of the disclosing party is to be returned to the disclosing party or destroyed (as directed by the disclosing party).

5.4 The provisions of this clause shall not apply to (1) any information which was in the public domain at the date of this Agreement; (2) any information which comes into the public domain subsequently other than as a consequence of any breach of this Agreement or any related agreement; (3) any information which is independently developed by the Client without using

information supplied by REL; or (4) any disclosure required by law or a regulatory authority or otherwise by the provisions of this Agreement.

6. Intellectual Property

6.1. The Client acknowledges that title to and all intellectual property rights in all existing REL Materials will remain with REL.

6.2. The title and ownership of any copyright or any other intellectual property rights and any information reports, drawings, designs or written or electronic information or other products generated or used by REL in the course of the provision of the Services (hereinafter referred to as the "Materials") shall be and remain vested in REL (except for Third Party Material). Subject to REL receiving the payment in full and cleared funds of all amounts owing under this Agreement, REL grants Client the right to use the REL Materials and/or Materials for the purposes of utilising the Services only.

6.3. Client shall not use the REL Materials and/or Materials for any other purpose without the prior written consent of REL and upon such terms as may be agreed by REL. REL shall not be liable for the use by any person of the REL Materials and/or Materials for any other purpose other than that for which the same were prepared by or on behalf of REL.

6.4. Unauthorised recording, copying, or transmission of content is strictly prohibited

7. Service Warranty

7.1. The Client warrants that it has provided REL with all relevant, full and accurate information as to the Client's business and needs.

7.2 REL shall exercise reasonable skill and care in the provision of the Services and warrants that the Services will be provided to Client by competent personnel. REL warrants that it has not infringed any person's copyright in the provision of the Services and will not knowingly provide Services that infringe any other third party intellectual property rights.

7.3. Except for the warranty in clause 7.2 and to the full extent permitted by law, REL excludes all warranties, terms, conditions or undertakings whether express or implied, written or oral, statutory or otherwise including any implied warranty of satisfactory quality or fitness for a particular purpose in respect of the Services or the Deliverables.

7.4. In the event that any Services fail to comply with the standard at clause 7.2, REL will, at its option and provided it is promptly notified in writing by the Client of such failure, either repeat such non-complying Services at no additional charge or refund to the Client all fees paid by the Client with respect to such non-complying Services. Where REL repeats such Services, any time specified in the Proposal shall be extended accordingly.

8. Phishing Simulation Services

- 8.1. This clause 8 applies to any phishing simulation service in the Proposal.
- 8.2. Should the phishing simulation service be disrupted and REL's subcontractor not respond within any relevant timeframe specified in the Proposal then REL may credit the Client such amount as REL may determine at its absolute discretion and such credit shall be the Client's only remedy.
- 8.3. REL's subcontractor will make every reasonable effort to minimize impact to the phishing simulation service, although it may become necessary to interrupt the operation of the phishing simulation service, remove or rearrange equipment, disconnect or disable devices, limit access, or disable software, during an emergency.
- 8.4. If the phishing simulation service is detrimental to REL's or REL's subcontractor's network or solution stability, it may be necessary to limit or stop the phishing simulation service. If this occurs, REL will use commercially reasonable efforts to contact the Client. REL's subcontractor will attempt to limit the time period on restrictions to the phishing simulation service, but this type of restriction will not be a material breach of the Agreement.
- 8.5. REL's subcontractor retains the right to maintain and operate the phishing simulation service in such a manner as will best enable it to conduct its normal business operations. The Client may not terminate the Agreement based on changes in this operation unless such a change materially alters the type of phishing simulation service provided. The term "materially" shall be determined from the perspective of a reasonable business person with significant experience conducting business on the internet.
- 8.6. REL may terminate the Agreement at any time by written notice with immediate effect, without liability to the Client, or waiving any of REL's rights, if:
 - 8.6.1.the Client does not comply with any term or condition of the Agreement including any incorporated by reference;
 - 8.6.2.the Client has made any materially false statement to REL;
 - 8.6.3.REL is prohibited from offering the phishing simulation service, or a third-party vendor or subcontractor stops making the phishing simulation service available to REL;
 - 8.6.4.the Client files for bankruptcy, whether voluntarily or involuntarily;

8.6.5.the Client fails to provide REL with technical information necessary for REL to implement the phishing simulation service in a commercially reasonable amount of time, or within the time set out in the Proposal; or

8.6.6.The Client's use of any support services specified in the Proposal is unreasonable or abusive.

8.7. If REL terminates the Agreement under this clause 8, REL reserves the right to apply early termination charges. These charges will be in addition to any other rights and/or charges set out in the Agreement. If the Agreement has a fixed term, the Client will be charged for the balance of the term, with the addition of any discounts the Client received for agreeing to purchase the phishing simulation service.

8.8. The Client may terminate the Agreement at any time by written notice with immediate effect if REL has failed to remedy a material breach within 15 days of written notice from the Client, or REL's material breach is incapable of a remedy. This termination right shall be the Client's sole and exclusive remedy.

8.9. REL grants to the Client a non-exclusive, non-transferable, worldwide, royalty free sub-license to use technology provided by us solely to access and use the phishing simulation service. This sub-license terminates on the expiration or termination of the Agreement. Except for the sub-license rights set out in the Agreement, this sub-license does not grant any additional rights to the Client. All rights, title and interest in the technology shall remain with REL or REL's licensors. The Client is not permitted to circumvent any devices designed to protect REL's, or REL's licensor's ownership interests in the technology sub-licensed to the Client. In addition, the Client may not reverse engineer this technology. Unless set out in the Agreement, REL or REL's subcontractor shall own all right title and interest in the phishing simulation service, and they shall not be considered to be "works made for hire."

8.10. Information provided to REL in connection with technical or customer support shall be REL's property. By submitting that information to REL, the Client agrees to a royalty free assignment to REL of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information, and REL shall be free to use such information on an unrestricted basis. However, notwithstanding this assignment all confidential and/or proprietary information provided by the Client is the Client's and will not be shared by REL with any third party, other than as necessary to fulfil REL's obligations set out herein. The Client expressly understands and agrees that certain intellectual property incorporated into the phishing simulation service may have been used by REL or REL's subcontractor in other projects, and will be used by REL or REL's subcontractor in subsequent projects ("Template Services"). The Client shall have no intellectual property interest in the Template Services, other than a right to use it as incorporated in to the phishing simulation service. The Client

grants to REL unlimited, royalty-free, non-exclusive rights to use, distribute, license, sub-license, sell and/or create derivative uses of the Template Services, regardless of the fact that it has been incorporated into phishing simulation service.

8.11. The Client warrants, represents and undertakes that the Client:

- 8.11.1. has the experience and knowledge necessary to use the phishing simulation service;
- 8.11.2. understands and appreciates the risks inherent to the Client, its business and its staff that come from accessing the internet;
- 8.11.3. has sufficient knowledge about administering, designing and operating the functions facilitated by the phishing simulation service to take advantage of it;
- 8.11.4. in entering into the Agreement, and performing the obligations set out in it, will not violate any applicable laws and regulations;
- 8.11.5. will make backup copies of the Client's data even if the Client purchases "back up" services from REL;
- 8.11.6. is (if a natural person) over the age of 18; and
- 8.11.7. owns the entire right, title and interest to, or has an appropriate license to use, all materials provided to REL, or those which may be accessed or transmitted using the phishing simulation service.

8.12. Subject to clause 8.11 REL makes no warranties, and any implied warranties are expressly disclaimed.

8.13. THE PHISHING SIMULATION SERVICE IS PROVIDED AS-IS. THE CLIENT'S USE OF THE PHISHING SIMULATION SERVICE IS AT ITS OWN RISK. REL DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, AND/OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REL DOES NOT WARRANT THAT THE PHISHING SIMULATION SERVICE WILL MEET ANY OR ALL OF THE CLIENT'S EXPECTATIONS; WILL OPERATE IN ALL OF THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY THE CLIENT; OR THAT THE OPERATION OF THE PHISHING SIMULATION SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. NO EMPLOYEE, OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON REL'S BEHALF. THE CLIENT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLIENT WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD REL OR REL'S LICENSORS, AGENTS, EMPLOYEES, OFFICERS, SUBCONTRACTORS AND/OR THIRD PARTY VENDORS, LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY THE CLIENT OR ANY OTHER THIRD PARTY. THE CLIENT AGREES THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF REL

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL REL BE LIABLE TO THE CLIENT IN THE AGGREGATE WITH RESPECT TO ANY AND ALL BREACHES, DEFAULTS, OR CLAIM OF LIABILITY UNDER THE AGREEMENT FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY THE CLIENT TO REL DURING THE 3 MONTH PERIOD PRECEDING A CLAIM GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THE CLIENT AGREES THAT IN THOSE JURISDICTIONS REL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.14. The Client agrees to indemnify, defend and hold harmless REL, REL's parent, subsidiary and affiliated companies, third party service providers and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable legal fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to;

8.14.1. the Client's use of the phishing simulation service;

8.14.2. any violation by the Client of any relevant policies notified from REL to the Client from time to time;

8.14.3. any breach of any of the Client's representations, warranties or covenants contained in the Agreement; and/or

8.14.4. any acts or omissions by the Client

The terms of this clause 8.14 shall survive any termination of the Agreement. For the purposes of this clause 8.14 only, the term "the Client" includes the Client, visitors to the Client's website, and users of the Client's products or services, the use of which is facilitated by REL.

8.15. REL shall indemnify and hold the client harmless from, and at REL's own expense agree to defend, or at REL's option to settle, any claim, suit or proceeding brought or threatened against the Client so far as it is based on a claim that the phishing simulation service infringes any issued UK registered copyright or patent. This indemnification provision is expressly limited to aspects of the phishing simulation service which are fully owned by REL's subcontractor. It does not extend to products or services provided by third parties even if incorporated into the phishing simulation service.

8.16. Except for the obligation to pay the fees, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labour disputes, shortages of supplies, riots, war, fire, epidemics, failures of telecommunication carriers, delays of common carriers, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable

delay. The party affected by such an occurrence shall notify the other party as soon as possible, but in no event less than 10 days from the beginning of the event.

8.17. REL may temporarily suspend the phishing simulation services if REL or REL's subcontractor are in breach of their data protection obligations in the data processing agreement between them until the breach is remedied or the data processing agreement is terminated.

9. Limitation of liability

9.1. The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause

9.2. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following: (1) death or personal injury caused by negligence; (2) fraud or fraudulent misrepresentation; or (3) any other losses which cannot be excluded or limited by applicable law.

9.3. Subject to clause 9.2, REL will not be liable either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, loss of profit, loss of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill nor for any indirect or consequential loss or damage arising from this Agreement (even if REL has been advised of the possibility of such damages) for which the Client pays, suffers or is liable.

9.4. Subject to clause 9.2, The liability of REL for all claims in aggregate for any loss suffered by the Client (except for those losses with unlimited liability under clause 9.2 or losses excluded under clause 9.3) for any cause of action will be limited to the extent permitted by law to the Fee paid to REL under the Agreement.

10. Term and termination

10.1. This Agreement will terminate automatically in accordance with the term specified in the Proposal (unless the parties agree in writing to extend the term) or following conclusion of the Services unless this Agreement is terminated in accordance with clause 8 or clause 10.2.

10.2. Either party may terminate this Agreement at any time with immediate effect by giving notice in writing to the other party if the other party:

- in the reasonable opinion of the non-breaching party, is in material breach of its obligations under the Agreement and fails to remedy that breach within 21 days of being requested in writing by the non-breaching party to do so;

- stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if REL reasonably believes that to be the case;
- becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- has a resolution passed for its winding up;
- has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- has a freezing order made against it

10.3. On termination, the Client must pay REL for all Services rendered and expenses incurred up to the date of termination.

10.4. Clauses 4, 5, 6, 8, 9, 10, 12, 13, 15, 16, 17 and 18 of this Agreement survive the termination or expiration of this Agreement.

11. Cancellation

11.1 REL may cancel or suspend the Services or a Deliverable in the event of a delay reasonably incurred by REL or an event that is beyond REL's reasonable control. In the event that REL exercises its right under this clause 11.1 to cancel, the Client shall be entitled to a refund of the fees already paid to REL with respect to such cancelled Services.

11.2 In the event of cancellation and/or postponement (Cancellation) by the Client (subject to 11.3), REL reserves the right to charge the Client the following:

- (a) 25% of the total fee payable for Services if Cancellation is received by REL in writing more than one calendar month but less than 6 weeks prior to the scheduled date of commencement of the Deliverable;
- (b) 50% of the total fee payable for Services if Cancellation is received by REL in writing less than one calendar month but more than 2 weeks prior to the scheduled date of commencement of the Deliverable;
- (c) 75% of the total fee payable for Services if Cancellation is received by REL in writing not more than two weeks prior to the scheduled date of commencement of the Deliverable.
- (d) 100% of the total fee payable for Services if Cancellation is received by REL in writing not more than one week prior to the scheduled date of commencement of the Deliverable.

11.3 If the Client requests any details of the Services to be amended, these must be made in writing as soon as they are known. In discussion with the Client, REL will use reasonable endeavours to make any required changes. Any additional costs will be included in the Fees and will be invoiced to the Client.

12. Data Protection

12.1. Each party shall ensure that it complies with its obligations under the Data Protection Laws (as defined in the attached schedule to these Terms) in relation to any personal data it supplies to the other party.

12.2. If the Client provides any Personal Data (as defined in the attached schedule to these Terms) to REL or REL processes any Personal Data on the Client's behalf when performing the Services, the provisions of the schedule to these Terms shall apply to the processing of such Personal Data.

13. Subcontracting

REL may subcontract any part of the Services.

14. Assignment

A party may not assign or otherwise deal with their rights under this Agreement without the prior written consent of each other party.

15. Notices

Any notice to be given under this Agreement (other than service of any proceedings or other documents in any legal action) shall be in writing and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or (where an email address has been provided) by email to the addresses set out in the Agreement.

16. Force Majeure

Subject to clause 8.17, neither party shall be liable to the other for any failure to perform or delay in performance of its obligations under this Agreement caused by act of God, war, civil disturbance, acts of terrorism, the act of any government or authority (including revocation of any licence or consent), fire, flooding, explosion, natural disasters or other events beyond its reasonable control. Should such an event of force majeure continue for longer than one month, the party adversely affected may terminate this Agreement immediately without further liability other than those liabilities which had already accrued at the date of termination.

17. Applicable Law

This Agreement shall be governed by and construed in accordance with English law. If any dispute shall arise with regard to any matter or thing done or to be done under the foregoing provisions or otherwise in relation to this Agreement every such dispute shall if the Parties fail to agree be referred to arbitration and the provisions of the Arbitration Act 1996 or any statutory modification for the time being in force shall apply accordingly. The appointment of an Arbitrator shall be determined by the President of the Chartered Institute of Arbitrators of 12 Bloomsbury Square London WC1A 2CR

18. General

18.1. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings whether verbal or in writing.

18.2. This Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of the parties.

18.3. The failure of either party to assert any of its rights hereunder shall not be deemed to constitute a waiver by that party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

18.4. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18.4 shall not affect the validity and enforceability of the rest of the Agreement.

18.5 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

The Schedule – Data Protection

1. Definitions

In this Schedule:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	<p>means, as binding on either party or the Services:</p> <ul style="list-style-type: none">(a) the Directive 95/46/EC (Data Protection Directive) and/or the GDPR;(b) all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;(c) any laws which implement any such laws; and(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
International Organisation	has the meaning in the GDPR;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in the GDPR;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process , processed , processing , and processes shall be construed accordingly);

Processor	has the meaning given in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Client in connection with the performance of REL's obligations under this Agreement; and
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by REL for carrying out any processing activities on behalf of the Client in respect of the Protected Data.

2. Customer's compliance with data protection laws

The parties agree that the Client is a Controller and that REL is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to REL in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws. Without prejudice to the generality of this paragraph 2 and paragraph 3 below, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Protected Data to REL for the duration and purposes of the Agreement.

3. REL's compliance with data protection laws

REL shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4. Indemnity

The Client shall indemnify and keep indemnified REL against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this Schedule.

5. Instructions

5.1 REL shall only process (and shall ensure REL Personnel only process) the Protected Data for the purpose of fulfilling its obligations under this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so).

5.2 Without prejudice to paragraph 5.1, if REL reasonably believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services (without liability) until the parties have agreed appropriate amended instructions which are not infringing.

6. Security

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, REL shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32.1(a) to 32.1(d) (inclusive) of the GDPR.

7. Sub-processing and personnel

REL shall:

7.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Client;

7.2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this schedule that is enforceable by REL and ensure each such Sub-Processor complies with all such obligations;

7.3. remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

7.4 ensure that all persons authorised by REL or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8. List of authorised sub-processors

The Client authorises the appointment of the Sub-Processors listed below:

- Accountants – Harrison Beale & Owen (HB&O), Leamington Spa
- Auditors – NQA, Luton and others as appointed by HB&O

- IT systems, support and hosting service providers – Wholeserv, Coventry
- Technical engineers; data storage and cloud providers and similar third-party vendors and outsourced service providers that assist us in carrying out business activities eg. Microsoft, Amazon Web Services etc.
- Phishing Simulation Service - Advanced Cyber Solutions Ltd (company number 10544432) whose registered office address is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ
- InfoSec Ventures Ltd

9. Assistance

9.1. REL shall (at the Client's cost) assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to REL.

9.2. REL shall (at the Client's cost) taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

10. International transfers

REL shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Client.

11. Audits and processing

REL shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate REL's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11).

12. Breach

REL shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

13. Deletion/return of Protected Data

On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, REL shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires REL to store such Protected Data.

14. Survival

This schedule shall survive termination or expiry of this Agreement indefinitely in the case of paragraphs 2, 3, 4, 8 and 13 and until 12 months following the earlier of the termination or expiry of this Agreement in the case of all other paragraphs and provisions of this schedule.