

SUPPLIER PARTNER

TERMS AND CONDITIONS

1. Definitions

1.1. In these Terms and Conditions:

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with the relevant entity;

"**Agreement**" means the Commercial Terms together with these Terms and Conditions including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;
"Business Hours" means the hours of 09:00 to 17:30 GMT/BST on a Business Day;

"**Charges**" means such amounts as may be specified in the Commercial Terms including Subscriptions.

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "**Controlled**" should be construed accordingly);

"**Supplier Partner Confidential Information**" means:

1. (a) any information disclosed by the supplier partner to Virtual Events Directory during the Term of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 1. (i) was marked or described as "confidential"; or
 2. (ii) should have been reasonably understood by Virtual Events Directory to be confidential; and

2. (b) the supplier Data;

"Supplier Partner Data" means all data, works and materials: uploaded to or stored on the Platform by the Supplier Partner; transmitted by the Platform at the instigation of the Supplier Partner; supplied by the Supplier Partner to Virtual Events Directory for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Supplier Partner;

"Supplier Partner Indemnity Event" has the meaning given to it in Clause 17.3;

"Supplier Partner Personal Data" means any Personal Data that is processed by Virtual Events Directory on behalf of the supplier partner in relation to this Agreement, but excluding [data] with respect to which Virtual Events Directory is a data controller;

"Database" means the database or platforms created by Virtual Events Directory

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Supplier Partner Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means any documentation for the Hosted Services produced by Virtual Events Directory and delivered or made available by Virtual Events Directory to the Supplier Partner;

"Effective Date" means the date in the [Commercial Terms](#);

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means the Virtual Events Directory platforms, which will be made available & hosted by Virtual Events Directory to the Supplier Partner as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having an adverse effect OR a material adverse effect on the operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

1. (a) any act or omission of the Supplier Partner or any person authorised by the Supplier Partner to use the Platform or Hosted Services;
2. (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Supplier Partner or by any person authorised by the Supplier Partner;
3. (c) a failure of the Supplier Partner to perform or observe any of its obligations in this Agreement; and/or
4. (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in Part 2 of Schedule 1 (Hosted Services particulars) and in the Documentation;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Partnership Fee**" means the fees payable by the Supplier Partner in respect of services provided under this Agreement, as set out in the Commercial Terms

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Minimum Term**" means in respect of this Agreement, the period of 3 months beginning on the Effective Date of subscription;

"**Mobile App**" means the mobile application, as and when available that may be made available by Virtual Events Directory through [the Google Play Store and the Apple App Store or similar];

"**Personal Data**" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Platform**" means the platform managed by Virtual Events Directory and used by Virtual Events Directory to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"**Virtual Events Directory Indemnity Event**" has the meaning given to it in Clause 17.1; "Schedule" means any schedule attached to the main body of this Agreement;

"**Services**" means any services that Virtual Events Directory provides to the Supplier Partner, or has an obligation to provide to the Supplier Partner under this Agreement;

"**Set Up Services**" means the configuration, implementation and integration of the Hosted Services in accordance with Part 1 of Schedule 1 (Hosted Services particulars);

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Virtual Events Directory agrees in writing shall be supported;

"**Term**" means the term of this Agreement, set out in the Commercial Terms;

"**Update**" means a hotfix, patch or minor version update to any Platform software; and "**Upgrade**" means a major version upgrade of any Platform software.

1.2. a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3. The Clause headings do not affect the interpretation of this Agreement.

1.4. References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

1.5. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

2. Duration

2.1. This Agreement shall come into force upon the Effective Date of a Supplier Partner Subscription.

2.2. This Agreement shall continue in force for the Term upon which this Agreement shall renew automatically on the subscription rolling basis subject to termination in accordance with Clause 20 or any other provision of this Agreement.

3. Set Up Services

3.1. Virtual Events Directory shall provide the Set Up Services to the Supplier Partner.

3.2. Virtual Events Directory shall use reasonable endeavours to ensure that the Set Up Services are scheduled promptly following the Effective Date of subscription

3.3. The Supplier Partner acknowledges that a delay in the Supplier Partner performing its obligations in this Agreement may result in a delay in the performance of the Set Up Services and Virtual Events Directory will not be liable to the Supplier Partner in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Supplier Partner performing its obligations under this Agreement.

3.4. Subject to any written agreement of the parties to the contrary, any and all Intellectual Property Rights that may arise out of the performance of the Set Up Services by Virtual Events Directory shall be the exclusive property of Virtual Events Directory.

4. Hosted Services

4.1. Virtual Events Directory shall offer to the Supplier Partner the ability to create an Account for the Supplier Partner and shall provide access to register & to the login for that Account on the completion of the Set Up Services.

4.2. Virtual Events Directory hereby grants to the Supplier Partner permission to use the Hosted Services by means of a Supported Web Browser for the business purposes of the Supplier Partner during the Term.

4.3. Use of the platform is granted by Virtual Events Directory to the Supplier Partner Clause 4.2 is subject to the following limitations:

(a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Supplier Partner or an Affiliate of the Supplier Partner;

4.4. Except to the extent expressly permitted in this Agreement (or required by law) the licence granted by Virtual Events Directory to the Supplier Partner under Clause 4.2 is subject to the following prohibitions:

(a) the Supplier Partner must not permit any unauthorised person to access or use the Hosted Services

4.5. The Supplier Partner shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.

4.6. The parties acknowledge and agree that Schedule 3 (Availability SLA) shall govern the availability of the Hosted Services.

4.7. The Supplier Partner must comply with Schedule 2 (Acceptable Use Policy) and must ensure that all persons using the Hosted Services with the authority of the Supplier Partner or by means of an administrator Account comply with Schedule 2 (Acceptable Use Policy).

4.8. The Supplier Partner must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.9. The Supplier Partner must not use the Hosted Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.10. Virtual Events Directory may suspend the provision of the Hosted Services if any amount due to be paid by the Supplier Partner to Virtual Events Directory under this Agreement is overdue, and Virtual Events Directory has given to the Supplier Partner at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. Support Services

5.1. Virtual Events Directory shall use reasonable skill and care to provide the Support Services in accordance with Schedule 4 (Support SLA) to the Supplier Partner during the Term.

5.2. Virtual Events Directory may suspend the provision of the Support Services if any amount due to be paid by the Supplier Partner to Virtual Events Directory under this Agreement is overdue, and Virtual Events Directory has given to the Supplier Partner at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Supplier Partner obligations

6.1. The Supplier Partner shall pay the Subscription Fee for the Minimum Term.

6.2. Save to the extent that the parties have agreed otherwise in writing, the Supplier Partner must provide to the Virtual Events Directory, or procure for Virtual Events Directory, such:

- (a) co-operation, support and advice;
- (b) information and documentation; and
- (c) governmental, legal and regulatory licences, consents and permits, as are reasonably necessary to enable Virtual Events Directory to perform its obligations under this Agreement.

7. Supplier Partner Data

7.1. The Supplier Partner hereby grants to Virtual Events Directory a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Supplier Partner Data to the extent reasonably required for the performance of Virtual Events Directory's obligations and the exercise of Virtual Events Directory's rights under this Agreement. The Supplier Partner also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of Virtual Events Directory's obligations and the exercise of the Virtual

Events Directory's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

7.2. The Supplier Partner warrants to the Provider that the Supplier Data when used by Virtual Events Directory in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

8. Mobile App

8.1. The parties acknowledge and agree that the use of the Mobile App as and when available, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly this Agreement shall not govern any such use, rights, obligations or liabilities.

9. Intellectual Property Rights

9.1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Virtual Events Directory to the Supplier Partner or from the Supplier Partner to Virtual Events Directory.

9.2. All copyright and any and all of the copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Software including the manner in which it is presented or appears and all information, documentation and manuals relating thereto are the property of Virtual Events Directory and the Supplier Partner shall not during or at any time after the Term of the Agreement in any way question or dispute the ownership by Virtual Events Directory of any such rights.

9.3. The Supplier Partner shall not during or after the Term of this Agreement, without the prior written consent of Virtual Events Directory or to the extent only permitted by the applicable law, abuse or permit the abuse of such copyright or use or adopt any trademark, trade name or commercial designation that includes or is

similar to or may be mistaken for the whole or any part of any trade mark, trade name or commercial destination used by Virtual Events Directory.

9.4. The Database is an original intellectual creation created by Virtual Events Directory. Accordingly, Virtual Events Directory owns the copyright and database rights in the selection and arrangement of the contents of the Database and in the electronic materials necessary for its operation, without prejudice to the rights of the various data suppliers in the contacts of the Database.

9.5. Virtual Events Directory has spent considerable time and resources to collect, collage, compile and reformat the contents of the Database, accordingly, Virtual Events Directory owns copyright in the contents of the Database to the extent that the same is not the copyright of the data suppliers.

9.6. The Supplier Partner undertakes not to reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Database or its contents of which the data forms a part (including any electronic materials necessary for its operation) except to the extent that and for so long as the Supplier Partner is expressly permitted to do so in accordance with this Agreement, or as permitted by any mandatory provisions of law, and undertakes to take all necessary steps to prevent access to the Database by any person except those of its employees who need to have access thereto for the purposes permitted in this Agreement.

9.7. The Supplier Partner shall not, other than as expressly permitted in this Agreement, extract or re-utilise the contents of the Database (or any part thereof) for any commercial purpose including but not limited to trading building commercial databases, reselling or redistributing the data.

9.8. The Supplier Partner acknowledges that civil and criminal penalties may be incurred in the event of any infringement of the copyright and/or other rights in relation to the Database or its contents and that any such infringement by the Supplier Partner may result in incalculable damage and/or loss to Virtual Events Directory and accordingly agrees that in addition to any other right or remedy of the Virtual Events Directory, Virtual Events Directory shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof. The

Supplier Partner undertakes to indemnify Virtual Events Directory in full against all loss, damage, costs and expenses (including loss of profit) which may be incurred by Virtual Events Directory by reason or any such infringement by the Supplier Partner.

10. Charges

10.1. The Supplier Partner shall pay the applicable Subscription Fees itemised in the Commercial Terms or on the subscription webpage, to Virtual Events Directory upon subscription request or renewal of subscription.

10.2. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Supplier Partner to Virtual Events Directory.

10.3. Virtual Events Directory shall issue invoices / receipts for the Charges to the Supplier Partner as set out in the Scale of Charges, which can be found within the Supplier Partner account area of the Hosted Service.

10.4. The Supplier Partner must pay the Charges to Virtual Events Directory by debit card, credit card, direct debit only.

10.5. If the Supplier Partner does not pay any amount properly due to the Virtual Events Directory under this Agreement, Virtual Events Directory may charge the Supplier Partner interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month). Virtual Events Directory acknowledges and agrees that it shall have no right to claim interest or statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and that its contractual rights under this Clause 12.4 constitute a substantial remedy within the meaning of that Act.

11. Virtual Events Directory's confidentiality obligations

11.1. Virtual Events Directory must:

(a) keep the Supplier Partner Confidential Information strictly confidential;

(b) not disclose the Supplier Partner Confidential Information to any person without the Supplier Partner's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;

(c) use the same degree of care to protect the confidentiality of the Supplier Partner Confidential Information as Virtual Events Directory uses to protect Virtual Events Directory's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Supplier Partner Confidential Information; and

11.2. Notwithstanding Clause 11.1, Virtual Events Directory may disclose the Supplier Partner Confidential Information to Virtual Events Directory's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Supplier Partner Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Supplier Partner Confidential Information.

11.3 This Clause 11 imposes no obligations upon Virtual Events Directory with respect to Supplier Partner Confidential Information that:

(a) is known to Virtual Events Directory before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of Virtual Events Directory; or

(c) is obtained by Virtual Events Directory from a third party in circumstances where Virtual Events Directory has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 The restrictions in this Clause 11 do not apply to the extent that any Supplier Partner Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of Virtual Events Directory on any recognised stock exchange.

11.5 The provisions of this Clause 11 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

12. Data protection

12.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Supplier Partner Personal Data.

12.2 The Supplier Partner warrants to Virtual Events Directory that it has the legal right to disclose all Personal Data that it does in fact disclose to Virtual Events Directory under or in connection with this Agreement.

12.3 The Supplier Partner shall only supply to Virtual Events Directory, and Virtual Events Directory shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 5 (Data processing information) and of the types specified in Part 2 of Schedule 5 (Data processing information); and Virtual Events Directory shall only process the Supplier Partner Personal Data for the purposes specified in Part 3 of Schedule 5 (Data processing information).

12.4 Virtual Events Directory shall only process the Supplier Partner Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 12.

12.5 Virtual Events Directory shall only process the Supplier Partner Personal Data on the documented instructions of the Supplier Partner and/or in order to fulfil its obligations under the contract with the Supplier Partner (including with regard to transfers of the Supplier Partner Personal Data to any place outside the European

Economic Area, as set out in this Agreement or any other document agreed by the parties in writing).

12.6 Notwithstanding any other provision of this Agreement, Virtual Events Directory may process the Supplier Partner Personal Data if and to the extent that Virtual Events Directory is required to do so by applicable law. In such a case, Virtual Events Directory shall inform the Supplier Partner of the legal requirement before processing, unless that law prohibits such information.

12.7 Virtual Events Directory shall ensure that persons authorised to process the Supplier Partner Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.8 Virtual Events Directory and the Supplier Partner shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Supplier Partner Personal Data, including those measures specified in Part 4 of Schedule 6 (data processing information).

12.9 Virtual Events Directory must not engage any third party to process the Supplier Partner Personal Data without the prior specific or general written authorisation of the Supplier Partner. Virtual Events Directory is hereby authorised by the Supplier Partner, as at the Effective Date of subscription, to engage those third parties identified in, or falling within the processor categories specified in, Part 5 of Schedule 6 (data processing information) to process the Supplier Partner Personal Data. In the case of a general written authorisation, Virtual Events Directory shall inform the Supplier Partner at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Supplier Partner objects to any such changes before their implementation, then the Supplier Partner may terminate this Agreement on 30 days' written notice to Virtual Events Directory, providing that such notice must be given within the period of 7 days following the date that Virtual Events Directory informed the Supplier Partner of the intended changes. Virtual Events Directory shall ensure that each third-party processor is subject to the equivalent legal obligations as those imposed on Virtual Events Directory by this Clause 12.

12.10 Virtual Events Directory shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Supplier Partner with the fulfilment of the Supplier Partner's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

12.11 Virtual Events Directory shall assist the Supplier Partner in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

12.12 Virtual Events Directory shall make available to the Supplier Partner all information necessary to demonstrate the compliance of Virtual Events Directory with its obligations under this Clause 12 and the Data Protection Laws.

12.13 Virtual Events Directory shall, at the choice of the Supplier Partner, delete or return all of the Supplier Partner Personal Data to the Supplier Partner after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

12.14 Virtual Events Directory shall allow for and contribute to audits, including inspections, conducted by the Supplier Partner or another auditor mandated by the Supplier Partner in respect of the compliance of Virtual Events Directory's processing of Supplier Partner Personal Data with the Data Protection Laws and this Clause 14. Virtual Events Directory may charge the Supplier Partner at its standard time-based charging rates for any work performed by Virtual Events Directory at the request of the Supplier Partner pursuant to this Clause 12.14

12.15 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

13. Warranties

13.1 The Supplier Partner warrants to Virtual Events Directory that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.2 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

13.3. The Supplier Partner acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, Virtual Events Directory gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

13.4. The Supplier Partner acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, Virtual Events Directory gives no warranty or representation that the Hosted Services will be entirely secure.

13.5. The Supplier Partner acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and Virtual Events Directory does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

13.6. The Supplier Partner acknowledges that Virtual Events Directory will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, Virtual Events Directory does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Supplier Partner

will not give rise to any legal liability on the part of the Supplier Partner or any other person.

13.7. The Supplier Partner acknowledges that for any breach of the warranties its exclusive remedy and Virtual Events Directory's entire liability shall be the correction of program errors that cause a breach of the warranty or if Virtual Events Directory cannot substantially correct such a breach in a commercially reasonable manner the Supplier Partner may terminate the agreement.

14. Indemnities

14.1. Virtual Events Directory shall indemnify and shall keep indemnified the Supplier Partner against any and all liabilities, damages, losses, costs and expenses including legal expenses and amounts reasonably paid in settlement of legal claims suffered or incurred by the Supplier Partner and arising directly or indirectly as a result of any breach by Virtual Events Directory of this Agreement (a "Virtual Events Directory Indemnity Event").

14.2. The Supplier Partner must:

(a) upon becoming aware of an actual or potential Virtual Events Directory Indemnity Event, notify Virtual Events Directory;

(b) provide to Virtual Events Directory all such assistance as may be reasonably requested by Virtual Events Directory in relation to Virtual Events Directory Indemnity Event;

(c) allow Virtual Events Directory the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Virtual Events Directory Indemnity Event; and

(d) not admit liability to any third party in connection with Virtual Events Directory Indemnity Event or settle any disputes or proceedings involving a third party and relating to Virtual Events Directory Indemnity Event without prior written consent of the Virtual Events Directory, without prejudice to

Virtual Events Directory's obligations under Clause 14.1 shall not apply unless the Supplier Partner complies with the requirements of this Clause 14.2].

14.3. The Supplier Partner shall indemnify and shall keep indemnified Virtual Events Directory against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Virtual Events Directory and arising directly or indirectly because of any breach by the Supplier Partner of this Agreement (a "Supplier Partner Indemnity Event").

14.4. Virtual Events Directory will:

- (a) upon becoming aware of an actual or potential Supplier Partner Indemnity Event, notify the Supplier Partner;
- (b) provide to the Supplier Partner all such assistance as may be reasonably requested by the Supplier Partner in relation to the Supplier Partner Indemnity Event;
- (c) allow the Supplier Partner the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Supplier Partner Indemnity Event; and
- (d) not admit liability to any third party in connection with the Supplier Partner Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Supplier Partner Indemnity Event without the prior written consent of the Supplier Partner without prejudice to the Supplier Partner's obligations under Clause 14.3 shall not apply unless Virtual Events Directory complies with the requirements of this Clause 14.4].

14.5. The indemnity protection set out in this Clause 14 shall be subject to the limitations and exclusions of liability set out in this Agreement.

15. Limitations and exclusions of liability

15.1. Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2. The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:

- (a) are subject to Clause 16.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any losses arising out of a Force Majeure Event.

15.4. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any loss of profits or anticipated savings.

15.5. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any loss of revenue or income.

15.6. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any loss of use or production.

15.7. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any loss of business, contracts or opportunities.

15.8. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any loss or corruption of any data, database or software.

15.9. Virtual Events Directory shall not be liable to the Supplier Partner in respect of any special, indirect or consequential loss or damage.

16. Force Majeure Event

16.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1. Either party may terminate this Agreement by giving to the other party not less than 3 months written notice of termination of subscription, after the end of the current monthly term.

17.2. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
- (b) the other party commits a material breach of this Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied]; or
- (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).

17.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose

of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d) if that other party is an individual:

(i) that other party dies;

(ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

17.4. Virtual Events Directory may terminate this Agreement immediately by giving written notice to the Supplier Partner if:

(a) any amount due to be paid by the Supplier Partner to Virtual Events Directory under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) Virtual Events Directory has given to the Supplier Partner at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 17.4.

18. Effects of termination

18.1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save the provisions of this Agreement intended to survive and continue to have effect after termination.

18.2. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3. Within 30 days following the termination of this Agreement for any reason:

(a) the Supplier Partner must pay to Virtual Events Directory any Charges in respect of Services provided to the Supplier Partner before the termination of this Agreement; and

(b) Virtual Events Directory must refund to the Supplier Partner any Charges paid by the Supplier Partner to the Virtual Events Directory in respect of Services that were to be provided to the Supplier Partner after the termination of this Agreement, without prejudice to the parties' other legal rights.

19. Notices

19.1. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 19.2 and Part 4 of Schedule 1 (Hosted Services particulars)):

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

(c) sent by e-mail that has been acknowledged as received providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2. Virtual Events Directory's contact details for notices under this Clause 19 are

Unit 22 Derwent Business Centre, Clarke Street, Derby, DE1 2BU

19.3. The addressee and contact details set out in Clause 19.2 and Part 4 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20. Subcontracting

20.1. Virtual Events Directory shall remain responsible to the Supplier Partner for the performance of any subcontracted obligations.

20.2. Notwithstanding the provisions of this Clause 20 but subject to any other provision of this Agreement, the Supplier Partner acknowledges and agrees that Virtual Events Directory may subcontract to any reputable third-party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21. Assignment

21.1. The Supplier Partner hereby agrees that Virtual Events Directory may assign, transfer or otherwise deal with Virtual Events Directory's contractual rights and obligations under this Agreement to any Affiliate of Virtual Events Directory or to any successor to all or a substantial part of the business of Virtual Events Directory from time to time.

21.2. The Supplier Partner must not assign, transfer or otherwise deal with the Supplier Partner 's contractual rights and/or obligations under this Agreement without the prior written consent of Virtual Events Directory, such consent not to be unreasonably withheld or delayed, providing that the Supplier Partner may assign the entirety of its rights and obligations under this Agreement to any Affiliate of the Supplier Partner or to any successor to all or a substantial part of the business of the Supplier Partner from time to time.

22. No waivers

22.1. No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

22.2. No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this Agreement.

23. Severability

23.1. If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2. If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

24.1. This Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.

25. Variation

25.1. This Agreement may not be varied except in accordance with this Clause 25.

25.2. This Agreement may be varied by means of a written document signed by or on behalf of each party.

25.3. Virtual Events Directory may vary this Agreement by giving to the Supplier Partner at least 30 days' written notice of the proposed variation, providing that if Virtual Events Directory gives to the Supplier Partner a notice under this Clause 25.3, the Supplier Partner shall have the right to terminate this Agreement by giving written notice of termination to Virtual Events Directory at any time during the period of 7 days following receipt of Virtual Events Directory's notice.

26. Entire agreement

26.1. The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

26.2. Modifications to the Terms or Services Virtual Events Directory reserves the right to modify these [Terms] from time to time (collectively). If we believe the Modifications are material, we will inform you about them by doing one (or both) of the following (a) posting the changes on our website through the Services; (b) sending you an email or message about the Modifications. Modifications that are material will be effective thirty (30) days following the date of the Modifications or such other date as communicated in any other notice to you. Modifications that are simply addressing new functions we add to the Services or which do not impose any additional burdens or obligations on you will be effective immediately. You are responsible for reviewing and becoming familiar with any Modifications. Your continued use of the website following Modifications constitutes your acceptance of those Modifications and the updated Terms. In certain circumstances, Virtual Events Directory may seek a Modification to these Terms that will only apply to you. If accomplished by way of a written or electronic document signed by you and an authorised officer of Virtual Events Directory. Virtual Events Directory is constantly evolving our products and services to better meet the needs of our clients.

27. Law and jurisdiction

27.1. This Agreement shall be governed by and construed in accordance with English law.

27.2. Any disputes relating to this Agreement shall be subject to the non-exclusive jurisdiction

SCHEDULE 1 (HOSTED SERVICES PARTICULARS)

1. Set Up Services

The set-up services include the provision of an account for the supplier partners agreeing to the Commercial Terms & this Agreement and a profile for the Supplier Partners use from time of payment and Effective Date.

2. Specification of Hosted Services

Virtual Events Directory reserves the right to amend programs information and facilities of which the data comprises from time to time at its discretion provided that any changes will not substantially diminish the quality of the data.

Hosted services are platforms in the Virtual Events Directory collection including but not limited to www.virtualeventsdirectory.co.uk www.virtualeventsdirectory.com

Virtual Events Directory will retain the right to collate and publish the following data based on the usage with the software and as a result of the Supplier Partner's activity ownership and/or marketing group

- (a) Supplier name & business address
- (b) The number of times a Supplier Partner has been included in a search by Virtual Events Directory users
- (c) The number of times an automated request for information has been sent to the Supplier Partner by Virtual Events Directory users
- (d) The number of times the Supplier Partner has confirmed a service and the value of that booking, if available
- (e) The total number of attendees that make up a proposal/confirmation of service
- (f) Average expenditure values
- (g) Enquiry date, event date
- (h) Reasonable commercial endeavours to ensure the accuracy and integrity

Virtual Events Directory uses all of the data but makes no warranties either express or implied regarding the accuracy, integrity or completeness of the data or its fitness for purpose.

3. Contractual notices

Details of subscriptions to Virtual Events Directory services are itemised in the Commercial Agreement that forms part of these terms and conditions together with attached Schedules.

SCHEDULE 2 (ACCEPTABLE USE POLICY)

1. Introduction

1.1. This acceptable use policy (the "Policy") sets out the rules governing:

- (a) the use of the Hosted Services (the "Services"); and
- (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("Content").

1.2. References in this Policy to "you" are to any Supplier Partner for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Virtual Events Directory Limited (and "we" and "our" should be construed accordingly).

1.3. By using the Services, you agree to the rules set out in this Policy.

1.4. We require your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

1.5. The Supplier Partner shall use the data and information available or obtained therefrom solely for the purposes of the Supplier Partners principal business.

1.6. The Supplier Partner shall not otherwise than with prior written consent of Virtual Events Directory use, store, download, sell, redistribute or deal with the data or such information in any manner or for any other purpose.

2. General usage rules

2.1. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2. You must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3. You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2. Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets legislation; or

(k) constitute a breach of any contractual obligation owed to any person.

3.3. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Images

4.1. Content must be appropriate for all persons who have access to or are likely to access the Content in question.

5. Factual accuracy

5.1. Content must not be untrue, false, inaccurate or misleading.

6. Etiquette

6.1. Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

6.2. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

6.3. Content must not be liable to cause annoyance, inconvenience or needless anxiety.

6.4. You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

6.5. You must not use the Services for the purpose of deliberately upsetting or offending others.

6.6. You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

6.7. You must ensure that Content does not duplicate other content available through the Services.

7. Monitoring

7.1. You acknowledge that we may actively monitor and where appropriate edit the Content and the use of the Services.

8. Harmful software

8.1. The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

8.2. The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

SCHEDULE 3 (AVAILABILITY SLA)

1. Introduction to availability SLA

1.1. Virtual Events Directory shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 95% during each calendar month.

1.2. Virtual Events Directory shall be responsible for measuring uptime and shall do so using any reasonable methodology.

2. Exceptions

2.1. Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Virtual Events Directory has met the Availability guarantee given in Paragraph 2.1:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of Virtual Events Directory's hosting infrastructure services Virtual Events Directory, unless such fault or failure constitutes an actionable breach of the contract between Virtual Events Directory and that company;

(d) a fault or failure of the Supplier Partner's computer systems or networks; any breach by the Supplier Partner of this Agreement; or scheduled maintenance carried out in accordance with this Agreement.

SCHEDULE 4 (SUPPORT SLA)

1. Introduction

1.1 This Schedule 4 sets out the service levels applicable to the Support Services.

2. Helpdesk

1.2 Virtual Events Directory shall make available to the Supplier Partner a helpdesk in accordance with the provisions of this Schedule 4

1.3 The Supplier Partner may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services;

1.4 Virtual Events Directory shall ensure that the helpdesk is accessible by telephone and email

Virtual Events Directory shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Subscription Term.

1.5. The Supplier Partner shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

1.6. Virtual Events Directory shall ensure that its response to a request for Support Services shall include the following information to the extent such information is relevant to the request: an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

2. Provision of Support Services

2.1. The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

3. Limitations on Support Services

3.1. Virtual Events Directory shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Hosted Services by the Supplier Partner; or
- (b) any alteration to the Hosted Services made without the prior consent of Virtual Events Directory.

SCHEDULE 5 (DATA PROCESSING INFORMATION)

Full details of how we process and manage personal data can be found in our Privacy Policy.

Your privacy is important to us, we always strive to manage your personal information with integrity and respect. Earning your trust as we protect your privacy is at the core of what we do every day. We are committed to:

- (i) Simplifying our policies and making your choices clear
- (ii) Being transparent about data management
- (iii) Ensuring you have control of your own personal data

We are thoughtful about the personal information we ask you to provide and the personal information that we collect about you through the operation of our services

- (i) We store your personal information for only as long as we have a reason to keep it.
- (ii) We aim for full transparency on how we gather, use and share your personal information.

Data Protection Clauses Venues Terms & Conditions

1. DATA PROTECTION

1.1. Definitions

"Data Protection Legislation" means (whilst they are in force):

1.1.1. the Data Protection Act 1998;

1.1.2. the EU General Data Protection Regulation ("GDPR"); and

1.1.3. any successor legislation to the Data Protection Act 1998 or the GDPR and any other applicable laws and regulations relating to the processing of personal data and privacy.

"Personal Data", "Data Controller", "Data Processor", "Data Subject" and "Process" are as defined in the Data Protection Legislation.

"Services" the completion of bookings placed on our website which may include the Personal Data of an individual and/or groups of clients.

1.2. We shall be the Data Processor and you shall be the Data Sub-Processor in respect of Personal Data Processed by you on our behalf in performing the obligations under this Agreement. We shall be solely responsible for determining the purposes for which and the manner in which such Personal Data is Processed by you, and all such Processing will be specified by us in accordance with the instructions of the Data Controller. However, you shall further be authorised to Process the Personal Data if it is required so to do by the laws of the UK or of any member of the EU, or by the laws of the EU applicable to you to process Personal Data ("Applicable Laws"). Where you rely on laws of the UK, or a member of the EU or EU law as the basis for Processing Personal Data, you shall promptly notify us of this (and we shall notify the Data Controller) before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us.

1.3. You shall at all times during the term of this Agreement comply with all applicable requirements of the Data Protection Legislation in relation to the Processing of Personal Data.

1.4. You will maintain a written log of all Processing of Personal Data performed on our behalf and provide us with a copy of such log on request. The written log shall include the following information:

1.4.1. the categories of Processing carried out on our behalf;

1.4.2. a list of any transfers of Personal Data to a third party outside the EEA and UK (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers. For the avoidance of doubt, all such transfers are subject always to our consent in accordance with this Agreement; and

1.4.3. a general description of the technical and organisational security measures referred to in this Agreement.

1.5. Where you Process Personal Data on our behalf, you shall, in respect of such Personal Data:

1.5.1. not access or use Personal Data except as is necessary to provide the Services, and then only as reasonably necessary for the performance of this Agreement;

1.5.2. act strictly in accordance with this Agreement and on our written instructions received from time to time;

1.5.3. comply promptly with any request from us to amend, delete or transfer Personal Data;

1.5.4. not disclose Personal Data to any employee, director, agent, contractor or affiliate of yours ("your Personnel"), or any third party, except as is necessary for the performance of the Services, or to comply with applicable laws, or with our prior written consent;

1.5.5. implement and maintain appropriate technical and organisational measures:

- (a) to protect the security and confidentiality of Personal Data Processed by you in providing the Services;
- (b) to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing; or
- (c) as required under the Data Protection Legislation.

1.5.6. notify us of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data Processed by you on our behalf and at all times cooperate with and assist the Data Controller to execute its obligations under the Data Protection Legislation in relation to such Data Subject requests;

1.5.7. process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as notified by us to you.

1.6. You shall within 24 hours, or earlier if reasonably practicable, of becoming aware, notify us in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The notice provided will specify:

- 1.6.1. the categories and number of the individuals and the records concerned;
- 1.6.2. the likely consequences of the breach;
- 1.6.3. any steps taken to mitigate and address the breach; and
- 1.6.4. specify an appropriate point of contact within your organisation who we can contact about the breach.

You will promptly give us the detail we request, and the detail that is requested by the Data Controller, to allow us and the Data Controller to understand the impact of the breach. You will promptly comply with any instructions provided by us and/or the Data Controller, and cooperate with us and the Data Controller, in relation to the data breach.

1.7. You must obtain our prior written consent before engaging a subcontractor to Process Personal Data on our behalf. Where that consent is given, it will be conditional upon you having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Agreement.

1.8. You shall not, and shall procure that your subcontractors shall not, transfer or Process any Personal Data outside the EEA and/or the UK without our prior written consent. We shall notify you of the terms we would require for our consent to be given.

1.9. You shall provide us and the Data Controller with such reasonable assistance as we require in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulator or supervisory authority relating to us or our obligations under the Data Protection Legislation

1.10. In relation to Personal Data Processed by you under this Agreement, you shall co-operate with us and the Data Controller to the extent reasonably necessary to enable us to adequately discharge our responsibility as a data processor under Data Protection Legislation (including in respect of the preparation of data protection impact assessments).

1.11. We shall have the right to audit you and relevant records and materials as necessary to demonstrate your compliance with your obligations under this Agreement and Data Protection Legislation. At any time you will co-operate fully to allow and assist such audits, including on-site inspections of your business premises or processing facilities, conducted by us or our auditor.

1.12. You will tell us immediately if you are asked to do something which might infringe the Data Protection Legislation or other data protection law of the EU or a Member State.

1.13. You shall ensure that any of your Personnel with access to Personal Data are both bound by confidentiality obligations in respect of access, use or processing of such Personal Data, and have received appropriate training.

1.14. At our request, you shall provide a copy of all Personal Data held by you in the format and on the media reasonably specified by us.

1.15. On termination or expiry of this Agreement, at our request, you shall delete or return to us all Personal Data processed by you on our behalf, and you shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with UK, EU or EU Member State Laws applicable to you.

1.16. We shall each be responsible for bearing the costs of our obligations under this Agreement.

1.17. The provisions of this Data Protection Clause shall survive termination of the Agreement.

1.18. We will each agree to any reasonable amendment to this Agreement required to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the GDPR, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

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