



FIRST CORPORATE
LAW SERVICES

COMPANY LAW | COMPANY SECRETARIAL

FCLS GROUP LIMITED
TERMS AND CONDITIONS OF BUSINESS

The Customer's attention is particularly drawn to the provisions of clause 8.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Client Information: means all information of any type and in any format relating to the Customer's clients which is provided to the Supplier in order to employ the Supplier to perform the Services pursuant to the Contract.

Conditions: these terms and conditions as amended from time to time in accordance with clause 10.10.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and, where applicable, our engagement letter which contains the hyperlink to these Conditions.

Customer: the person or firm who purchases Services from the Supplier (and 'you' or 'your' shall be construed as references to the Customer accordingly).

Deliverables: the deliverables produced by the Supplier for the Customer.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for Services as sent to the Supplier.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: FCLS Group Limited registered in England and Wales with company number 03294502 and whose registered office is at 16 Churchill Way, Cardiff, CF10 2DX (and 'we', 'us' and 'our' shall be construed as references to the Supplier accordingly).

1.2 Construction. In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to **writing** or **written** includes faxes and e-mails, save for as provided in clause 10.4.

2. BASIS OF CONTRACT

- 2.1 If we have sent you an engagement letter then the Contract shall come into existence on the date that you accept in writing the terms contained within our engagement letter (or on the day you send us your first instructions after receiving our engagement letter, whichever is sooner), except in circumstances when no engagement letter has been sent to you in which case the Contract shall come into existence on the date of acceptance of by the Supplier of an Order. In relation to Orders placed online, clause 10.1(c) applies.
- 2.2 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.3 Each Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or provides the Services to the Customer.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any descriptive matter or advertising issued by the Supplier, and any descriptions contained in the Supplier's website or other promotional material, are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Contract or in correspondence with the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - (a) Ensure that the terms of the Order are complete and accurate;
 - (b) Co-operate with the Supplier in all matters relating to the Services;
 - (c) Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services (where possible) until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be:
- (a) calculated in accordance with the Supplier's standard fee rates as either provided to you and/or as published on the Supplier's website (from time to time) or otherwise confirmed in writing (provided that any charges communicated to you directly in writing shall take precedence over website information); and
 - (b) The Supplier shall be entitled to charge the Customer for any additional expenses which are reasonably incurred by the individuals whom the Supplier engages in connection with the Services.
- 5.2 The Supplier reserves the right to revise their charges annually.
- 5.3 The Supplier shall invoice the Customer on commencement of the Services (and on commencement of any Extended Term pursuant to clause 10.12) save where alternative terms have been agreed by the Supplier and the Customer in writing.
- 5.4 The Customer shall pay each invoice submitted by the Supplier:
- (a) Within 30 days of the date of the invoice; and
 - (b) In full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base rate (under the Late Payment of Commercial Debt (Interest) Act 1998) accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. The Supplier shall also have the right to suspend the Services where Customer fails to make any payment due to the Supplier under the Contract by the Due Date.
- 5.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The

Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

7. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all Client Information, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (b) Fraud or fraudulent misrepresentation.

8.2 Subject to clause 8.1:

- (a) The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with an Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer to the Supplier for each Order.

8.3 The Supplier has given commitments as to compliance of the Services with the Specification in clause 3. In view of these commitments, except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.4 This clause 8 shall survive termination of the Contract.

9. AUTHORITY

9.1 You confirm that you have authority to bind any business on whose behalf you purchase Services.

10. GENERAL

10.1 Website:

- (a) The Supplier operates the website www.fcls.co.uk. Some of the Services offered by the Supplier are provided by way of actions of the Customer using the website's user-friendly interface; for the avoidance

of doubt, these Conditions apply to any Services purchased via the website by the Customer.

- (b) The order process on the website allows Customers to check and amend any errors before submitting their Order to us. **Please take the time to read and check your Order at each page of the order process.**
- (c) In respect of Orders made online, the Contract between the parties will only be formed when the Supplier sends formal acceptance of the Order in writing.

10.2 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, terrorist attack, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.3 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10.4 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 10.4 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause only, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

10.5 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

10.6 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.7 Privacy: Personal information is primarily used to enable the Supplier to provide the Services. The Supplier may send the Customer promotional material relating to its services from time to time, but the Customer may opt out of this if desirable by giving written notice of the same. The Data Processing Terms at Appendix A to these Conditions are incorporated into the Contract.

10.8 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.9 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

10.10 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier and the Customer.

10.11 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

10.12 Duration: the Contract shall commence on the date referred to in clause 2.1 above. Unless terminated earlier in accordance with clause 10.13 or 10.14 below or otherwise agreed between the parties, the Contract shall continue for a period of 12 months (**Initial Term**) and shall automatically extend for a further 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term.

10.13 Termination by the Supplier: Without affecting any other right or remedy available to it, the Supplier may terminate the Contract for convenience at any time by giving not less than one months' written notice to the Customer, or the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) The Customer fails to pay an amount due under the Contract by the Due Date and remains in default not less than 10 days after being notified in writing to make such payment; or
- (b) The Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so.

Termination will not affect our rights and remedies that have accrued as at termination.

10.14 Termination by the Customer: the Customer may terminate the Contract for convenience at any time by giving not less than three months' written notice to the Supplier (in which case, following expiry of such notice the Supplier will refund the Customer for any period in relation to which the Customer has paid for but not received the Services).

APPENDIX A – DATA PROCESSING TERMS

These data processing terms (**Data Processing Terms**) set out the terms, requirements and conditions on which the Supplier will process personal data when providing Services under the Supplier's Terms and Conditions of Business. These Data Processing Terms contain the mandatory clauses required by Article 28(3) of the UK GDPR and the EU GDPR for contracts between controllers and processors.

Unless otherwise defined, capitalised terms used in these Data Processing Terms shall have the meaning given to them in the Supplier's Terms and Conditions of Business.

These Data Processing Terms are supplemental to the Supplier's Terms and Conditions of Business and, subject to these Data Processing Terms taking precedence in connection with the processing of any personal data as part of or in connection with the Services, the Supplier's Terms and Conditions of Business shall remain in full force and effect.

DEFINITIONS

The following definitions and rules of interpretation apply in these Data Processing Terms:

Applicable Laws:	means: <ul style="list-style-type: none">(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and(b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.
Applicable Data Protection Laws:	means the Data Protection Act 2018 and: <ul style="list-style-type: none">(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data; and and any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation.
Customer Personal Data:	any personal data which the Supplier processes in connection with these Data Processing Terms, in the capacity of a processor on behalf of the Customer.
EU GDPR:	the General Data Protection Regulation ((EU) 2016/679).

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

- 1.1 For the purposes of this clause 1, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 1.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 1.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Supplier shall process the personal data set out in Schedule 1, as a processor on behalf of the Customer in respect of the processing activities set out in Schedule 1.
- 1.4 Should the determination in clause 1.3 change, then each party shall work together in good faith to make any changes which are necessary to these Data Processing Terms or Schedule 1.
- 1.5 Without prejudice to the generality of clause 1.2, the Customer warrants that:
 - (a) it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier and lawful collection of the same by the Supplier for the duration and purposes of these Data Processing Terms; and
 - (b) Customer Personal Data will never comprise special categories of personal data or criminal conviction data and no such data will be transferred to the Supplier.
- 1.6 In relation to the Customer Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 1.7 Without prejudice to the generality of clause 1.2 the Supplier shall, in relation to Customer Personal Data:
 - (a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 1, unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b) implement technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and

the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 1.8(f), Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier. Any specific format requests for the return of data shall be accommodated insofar as possible and at the Customer's expense; and
- (g) maintain records to demonstrate its compliance with this clause 1 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

1.8 The Customer hereby provides its prior, general authorisation for the Supplier to:

- (a) appoint processors (including the Approved Sub-processors, defined at clause 1.9 below) to process the Customer Personal Data, provided that the Supplier:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 1;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- (b) transfer Customer Personal Data outside of the UK as required for the purpose of performing the Services under the Supplier's Terms and Conditions of Business, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer

shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

- 1.9 A list of sub-processors approved by the Customer is included in Schedule 1 (**Approved Sub-processors**).
- 1.10 Either party may, at any time on not less than 30 days' notice, revise clause 1.8(b) by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to these Data Processing Terms, but only in respect of such matters which are within the scope of the Amended Terms.
- 1.11 The total aggregate liability the Supplier in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Data Processing Terms or any collateral contract insofar as it relates to the obligations set out in these Data Processing Terms, or Applicable Data Protection Laws shall be subject to the exclusions and limitations of liability set out in clause 8 (*Limitation of liability*) of the Supplier's Terms and Conditions of Business.
- 1.12 The Supplier shall have no liability (subject to clause 8 (*Limitation of liability*) of the Supplier's Terms and Conditions of Business) for any loss or damage caused by or arising from or in connection with:
 - (a) the Supplier processing Customer Personal Data in accordance with the Customer's instructions, or for any consequences in the event that such processing otherwise infringes Applicable Data Protection Laws;
 - (b) the Supplier refusing to comply with the Customer's instructions in respect of processing Customer Data due to concerns that compliance will cause a breach of Applicable Data Protection Laws.
- 1.13 These Data Processing Terms will remain in full force and effect for the duration of the Supplier's Terms and Conditions of Business.
- 1.14 If a change in any Applicable Data Protection Laws prevent either party from fulfilling all or part of its obligations under these Data Processing Terms or the Supplier Terms and Conditions of Business, the parties may agree to suspend the processing of Customer Personal Data until that processing complies with the new requirements. If the parties are unable to bring the processing of Customer Personal Data into compliance with Applicable Data Protection Laws within a reasonable period of time, the Supplier may terminate its Terms and Conditions of Business on written notice to the Customer.

1.15 These Data Processing Terms will be construed in accordance with the law of England and Wales and the English courts will have exclusive jurisdiction in relation to any disputes arising out of these Data Processing Terms.

SCHEDULE 1- PARTICULARS OF THE PROCESSING

1. Particulars of processing

1.1 Scope and purpose of processing

The Supplier processes Customer Personal Data for the purpose of providing the Services set out in its Terms and Conditions of Business.

1.2 Nature of processing

The Supplier provides a company formation and secretarial software application for the purpose of enabling the Customer to incorporate and manage the corporate secretarial affairs of companies within England and Wales. Providing this application and the Services requires that the Supplier imports, exports and displays Customer Personal Data relating to Customer staff members, Customer clients and the officers and members of the companies the Client incorporates or instructs the Supplier to incorporate on its behalf.

1.3 Duration of processing

The Supplier will process the Customer Personal Data for the duration of the Supplier Terms and Conditions of Business (or its performance of the Services under those Terms, whichever is the greater) or as may otherwise be required by Applicable Laws.

2. Types of personal data

Full name
Date of birth
Nationality
Occupation
Email address
Residential address
Business address
Telephone number
Copy passport

3. Categories of data subject

- Customer personnel (including officers, employees and self-employed contractors and agents).
- Customer clients and their personnel (including officers, employees and self-employed contractors and agents of Customer clients).
- Individual officers and members of the companies the Client incorporates or instructs the Supplier to incorporate on its behalf.

4. Approved Sub-Processors

The CoSec House Limited (CRN: 07586921)
