

Privacy terms and conditions (“Privacy Terms”)

Calligo’s signature of a Privacy Statement(s) of Work will establish a binding contract between the Client and Calligo on the terms and conditions set out below. Calligo and the Client agree to the following:

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Acceptance	means either (i) the Client has confirmed in writing that the Client has no comments (or no further comments) on the relevant document or, (ii) the period of 5 Business Days has expired since the relevant document was sent to the Client, whichever is the earlier.
Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity
Agreement	these Privacy Terms, any additional terms agreed between the parties in writing and any Privacy Statement(s) of Work
Applicable Laws	all laws, statutes and regulations applicable to the Privacy Services from time to time in force.
Available Services	the services which Calligo is willing and able to provide to the Client as set out on the Calligo website - https://calligo.cloud/services/data-privacy-services/ or as otherwise agreed or proposed by Calligo.
Board:	the board of directors of the Client (including any committee of the Board duly appointed by it).
Business Day:	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
CCPA:	Assembly Bill 375 of the California House of Representatives, an act to add Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code of the State of California relating to privacy and approved by the California Governor on June 28, 2018, known as the California Consumer Privacy Act of 2018
Change Order:	the document setting out proposed changes to the Privacy Services or the Agreement containing the information set out in clause 15.1.
Client Data	means the data (if any) relating to the Client’s business or which Calligo may have access to in the course of providing the Privacy Services. This may or may not include Personal Data.
Client Materials	all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Calligo in connection with the Privacy Services, including any items specified in the Privacy Statement(s) of Work.
Confidential Information:	information related to the subject matter of this Agreement (including any Client Data or third party information), and/or the business of the disclosing party, which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information, (ii) is the subject of efforts by the disclosing party or owner of the third party Confidential Information that are reasonable under the circumstances to maintain the secrecy of the information, or (iii) is identified by either party as “Confidential” and/or “Proprietary”, or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary, including this Agreement.
Controller:	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data, as required under the GDPR.
Data Protection Legislation:	all applicable legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation,



as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) and (iii) any applicable local laws implementing or incorporating the terms of the GDPR.

Data Subject	has the meaning attributed to it in the GDPR.
Engagement:	the engagement of Calligo by the Client on the terms of this agreement.
Fees:	Calligo's fees for providing the Privacy Services as set out in the Privacy Statement(s) of Work.
GDPR:	the European Union General Data Protection Regulation (Regulation (EU) 2016/679) as amended from time to time and includes all subordinate legislation made under the GDPR.
IPRs:	means any patent, copyright, trademark, trade name, service mark, moral right, database right, know-how and any and all other intellectual property right whether registered or not or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with any and all goodwill relating thereto.
Local Business Hours:	means between 9am and 5pm local time on a Business Day. .
Mandatory Policies	the Client's business policies set out in the Privacy Statement(s) of Work or otherwise notified to Calligo in writing.
PSOW Commencement Date	the date specified in the PSOW.
Personal Data	has the meaning attributed to it in the GDPR.
Personal Data Breach	a Security Incident leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
Privacy Lead	the person appointed by the Client to act as a point of contact between Calligo and the Client in relation to the Privacy Services
Privacy Notice	the Privacy Notice made available at https://calligo.cloud/privacy-policy/ (or such other website address as may be notified to the Client from time to time
Privacy Owner	the person appointed by the Client who has authority to contractually bind the Client in relation to the Privacy Services.
Privacy Services:	the privacy services to be provided by Calligo to the Client as set out in the Privacy Statement(s) of Work.
Privacy Statement(s) of Work or PSOW:	the statement(s) supplied by Calligo to the Client setting out the Privacy Services to be provided by Calligo.
Proposal:	any proposal or quote provided by Calligo to the Client regarding the Privacy Services.
Relevant Legislation:	the data protection legislation in relation to which Calligo has agreed to provide Privacy Services, as stipulated in the PSOW.
Security Incident	means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.
Supervisory Authority	has the meaning attributed to it in the GDPR.
Termination Event:	the termination event set out in the Privacy Statement(s) of Work.
Termination Date:	the date of termination or expiry of this Agreement, howsoever arising.
Termination Report:	the report produced by Calligo pursuant to clause 17.2

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.



- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. The Privacy Statement(s) of Work forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Privacy Statement(s) of Works.
- 1.5. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the Privacy Statement(s) of Work.
- 1.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. TERM OF ENGAGEMENT

- 2.1. The term of each Privacy Statement of Work shall be set out in that relevant Privacy Statement of Work and shall continue until terminated in accordance with the PSOW or Clause 16 (Termination) of the Privacy Terms.

3. CONTRACT PROCESS

- 3.1. The Privacy Terms govern the overall relationship of the parties in relation to the Privacy Services provided by Calligo to the Client, and sets out in this Clause 3, the procedure for the Client to request the provision of Privacy Services from Calligo under separate Privacy Statements of Work.
- 3.2. The Client shall be entitled from time to time to request in writing the provision of any or all of the Available Services from Calligo.
- 3.3. Within 20 Business Days of receipt of a written request from the Client, Calligo shall:
 - 3.3.1. either notify the Client that it is not able to provide the requested Available Services; or
 - 3.3.2. submit a Proposal to the Client for its approval.
- 3.4. A Privacy Statement(s) of Work shall not enter into force, be legally binding or have any other effect unless:
 - 3.4.1. the Privacy Statement(s) of Work has been signed by the authorised representatives of both parties to it.
- 3.5. Each Privacy Statement(s) of Work:
 - 3.5.1. shall be entered into by the Client and Calligo; and
 - 3.5.2. forms a separate contract between its signatories.
- 3.6. Any amendments to the Privacy Terms agreed by the Client and Calligo in accordance with Clause 20.2 (Variation) shall be deemed to apply to all future Privacy Statements of Work entered into after the date of such amendment.

4. CALLIGO RESPONSIBILITIES

- 4.1. Calligo shall use reasonable endeavours to provide the Privacy Services in accordance with the Privacy Statement(s) of Work.
- 4.2. Calligo shall use reasonable endeavours to meet any performance dates or estimates of time specified in a Privacy Statement(s) of Work but any such dates or periods shall be estimates only and time for performance by Calligo shall not be of the essence of the Agreement.
- 4.3. Subject to clause 11, Calligo may use a third party to perform services which are reasonably incidental to the provision of the Privacy Services provided that:
 - 4.3.1. the Client will not be liable to bear the cost of such functions;
 - 4.3.2. Calligo shall remain solely liable for the acts of such third party or group member; and
 - 4.3.3. the third party shall be bound through a written contract to the same confidentiality, privacy and security terms as those set out in this Agreement, a copy of which contract shall be provided to Client upon Client's request.
- 4.4. If Calligo's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Calligo shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.
- 4.5. The Client acknowledges and agrees that Calligo may use its Affiliates to provide some or all of the Privacy Services.
- 4.6. Calligo will provide the Privacy Services from Calligo offices unless otherwise specified in the Privacy Statement of Work(s) or agreed by Calligo. Calligo reserves the right to charge all travel and other expenses incurred as a result in accordance with these terms.
- 4.7. Calligo will provide the Privacy Services to the legal entity named in the Privacy Statement of Work(s) only and no Affiliates of the Client or associated companies shall be included within the scope unless otherwise specified in the Privacy Statement of Work(s) or agreed by Calligo.
- 4.8. The Client acknowledges that data protection legislation and privacy practices, as detailed in the Relevant Legislation, are constantly evolving. Calligo will provide the Privacy Services based on its understanding of the Relevant Legislation at the time of delivery of the Privacy Services and how it may be applied by the relevant



courts and/or regulatory authorities. Calligo reserves the right to amend the services provided to reflect any guidance released during the Engagement and industry practice.

- 4.9. In performing the Privacy Services, Calligo shall, during the Engagement:
- 4.9.1. have due regard to the risk associated with processing operations, taking into account the nature, scope, context and purpose of processing;
 - 4.9.2. maintain sufficient accreditations, skill and expertise required to render the Privacy Services; and
 - 4.9.3. promptly give to the Client Privacy Lead all such information and reports as they may reasonably require in connection with matters relating to the provision of the Privacy Services.

5. CLIENT OBLIGATIONS

- 5.1. The Client shall:
- 5.1.1. co-operate fully and in a timely manner with Calligo and keep Calligo informed of, and involved in, all issues which relate to the Privacy Services;
 - 5.1.2. ensure that the Client Privacy Lead (as specified in the Privacy Statement(s) of Work) has sufficient resource and they and relevant senior management commit an appropriate amount of time to any tasks reasonably requested by Calligo in relation to the Privacy Services;
 - 5.1.3. notify Calligo of any Security Incidents or Personal Data Breaches upon detection of such Security Incident or Personal Data Breach;
 - 5.1.4. ensure that Calligo has access to all reasonably required members of staff, agents, and consultants in order to perform the Privacy Services and provide adequate resources (including, but not limited to, infrastructure and staff resources) to enable Calligo to perform the Privacy Services in the manner required under the Agreement;
 - 5.1.5. provide to Calligo, in a timely manner, all documents, information, items and materials in any form (whether owned by the Client or a third party) reasonably required by Calligo in connection with the Privacy Services and ensure that they are accurate and complete in all material respects;
 - 5.1.6. provide, for Calligo, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Calligo;
 - 5.1.7. obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable Calligo to provide the Privacy Services;
 - 5.1.8. allow Calligo sufficient time within which to perform the Privacy Services.
- 5.2. The Client shall comply with any additional obligations on the Client set out in the Privacy Statement(s) of Work.

6. FEES

- 6.1. The Fees for the Privacy Services shall be specified within the applicable Privacy Statement(s) of Work. These may include either fixed price and/or time and material and/or daily rate fees.
- 6.2. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Calligo any sum due under this agreement on the due date:
- 6.2.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4 % a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - 6.2.2. Calligo may suspend part or all of the Privacy Services until payment has been made in full.
- 6.3. Unless otherwise set out in the Privacy Statement of Work, Calligo shall invoice the Client on the last working day of the previous month for the Privacy Services to be provided during the following month.
- 6.4. The Client shall pay each invoice submitted by Calligo, within 30 days of receipt by electronic bank transfer to the bank account set out on the relevant Calligo invoice or such other account as may be notified to the Client in accordance with the Agreement.
- 6.5. All sums payable to Calligo under this Agreement:
- 6.5.1. are exclusive of VAT (or other equivalent local tax), and the Client shall in addition pay an amount equal to any VAT (or other equivalent local tax) chargeable on those sums on delivery of a VAT invoice (or equivalent document); and
 - 6.5.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. EXPENSES

- 7.1. In addition to the fees set out in the Privacy Statement(s) of Work, the Client shall also be responsible for the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Calligo engages in connection with the Privacy Services, in the event that such individuals are required to attend the Client's offices or such other site at the Client's request. Where reasonably practical to do so, Calligo shall obtain the Client's prior approval to such expenses. For the avoidance of doubt, an inability to obtain such prior approval will not invalidate any claim for expenses by Calligo.



7.2. Expenses shall be payable by the Client monthly in arrears, subject to submission of an appropriate invoice by Calligo and production of receipts or other appropriate evidence of payment upon request.

8. KEY CONTACTS

8.1. The key contacts in relation to the Privacy Services for both the Client and Calligo shall be set out in the Privacy Statement(s) of Work.

8.2. Both parties shall use all reasonable endeavours to ensure that the same person identified in the Privacy Statement(s) of Work remains in their designated role throughout the term of the PSOW but may replace that person from time to time where reasonably necessary in the interests of the relevant party's business. Any such replacement shall be notified to the other party in writing (which may be via email) at least 2 weeks before the change is implemented.

8.3. Where Calligo is providing more than one Privacy Service to the Client, a different key contact may need to be appointed for each of those Privacy Services.

9. NON-SOLICITATION

9.1. The Client shall not, without the prior written consent of Calligo, at any time from the execution of a PSOW to the expiry of 12 months after the Termination Date, solicit or entice away from Calligo or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Calligo in the provision of the Privacy Services.

10. CONFIDENTIAL INFORMATION

10.1. Subject to clause 10.4, each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by Clause 10.2

10.2. Each party may disclose the other party's Confidential Information:

10.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 10 and shall remain liable for the failure of any such parties to comply with the obligations set out in this clause 10; and

10.2.2. as may be required by law, a court of competent jurisdiction or any governmental, regulatory or supervisory authority, including, for the avoidance of doubt, a Supervisory Authority as defined in the GDPR or similar data protection authority, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited, it shall provide reasonable cooperation to the other party in resisting the disclosure.

10.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

10.4. The obligations clause 10.2 shall not apply to any information that:

10.4.1. is at the time of disclosure, or thereafter becomes, through a source other than the receiving party, publicly known,

10.4.2. is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party,

10.4.3. was known to the receiving party at the time of disclosure, or

10.4.4. is developed independently by the receiving party.

10.5. The obligations of confidentiality hereunder with respect to any Confidential Information shall survive the termination of this Agreement.

10.6. Upon termination of this Agreement, the receiving party, at the option and written request of the disclosing party, will return or destroy all Confidential Information belonging to the other party.

10.7. Any confidentiality agreement(s) previously entered into between the parties shall hereby be superseded by the confidentiality terms of these Privacy Terms.

10.8. Unless notified otherwise, Calligo may name the Client in its marketing materials, including its website, but may not, without the prior written approval of the Client, identify the products or services supplied or attribute any comment to the Client.

11. PERSONAL DATA

11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2. For the purposes of the GDPR, Calligo is the Controller of all Personal Data relating to the Client or the Client's Data Subjects which is received or accessed during the course of providing the Privacy Services, unless otherwise specified in the PSOW. Personal Data will be held in accordance with Calligo's Privacy Policy and the Client shall ensure that, in relation to any Data Subjects whose Personal Data the Client provides to Calligo, all Personal Data is provided in accordance with Data Protection Legislation and all such Data Subjects:

11.2.1. are provided with a copy of the Privacy Policy;



- 11.2.2. are informed that Calligo will be Processing their Personal Data as a Data Controller; and
- 11.2.3. where necessary, have provided their consent to Calligo Processing their Personal Data.

12. INTELLECTUAL PROPERTY

- 12.1. Calligo and its licensors shall retain ownership of all Calligo IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.
- 12.2. Calligo shall indemnify the Client in full against any sums awarded by a court against the Client arising out of or in connection with any claim brought against the Client for infringement of a third party's rights (including any IPRs) arising out of or in connection with the receipt or use of the Services by the Client.
- 12.3. The Client shall indemnify Calligo in full against any sums awarded by a court against Calligo arising of or in connection with any claim brought against Calligo for infringement of a third party's rights (including any IPRs) arising out of, or in connection with, the receipt or use of the Client Materials by Calligo.

13. COMPLIANCE WITH LAWS AND POLICIES

- 13.1. In performing its obligations under this agreement, Calligo shall comply with the Applicable Laws and shall use reasonable endeavours to comply with the Mandatory Policies so far as they apply to the Privacy Services, provided that:
 - 13.1.1. all Mandatory Policies are disclosed to Calligo in advance of the PSOW Commencement Date;
 - 13.1.2. the Client shall give Calligo not less than 1 months' notice of any change to such Mandatory Policies; and
 - 13.1.3. Calligo shall not be liable under the Agreement if, as a result of compliance with the Mandatory Policies, it is in breach of any of its obligations under the Agreement
- 13.2. Changes to the Privacy Services required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in Clause 14.7 (Change control).

14. INSURANCE AND LIABILITY

- 14.1. Nothing in this agreement shall limit or exclude Calligo's liability for:
 - 14.1.1. death or personal injury caused by its negligence;
 - 14.1.2. fraud or fraudulent misrepresentation; or
 - 14.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 14.2. Subject to Clause 14.1, Calligo shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any:
 - 14.2.1. loss of profits;
 - 14.2.2. loss of sales or business;
 - 14.2.3. loss of agreements or contracts;
 - 14.2.4. loss of anticipated savings;
 - 14.2.5. loss of or damage to goodwill;
 - 14.2.6. loss of use or corruption of software, data or information; or
 - 14.2.7. indirect or consequential loss.
- 14.3. Subject to Clause 14.1, Calligo's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the lesser of £1,000,000 and 100% per cent of the Fees paid by the Client under the relevant PSOW in the previous 12 months..
- 14.4. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 14.5. During the term of the Engagement and for a period of 3 years thereafter, Calligo shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to the Client on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 14.6. Client warrants the accuracy of all Client Materials. Calligo is entitled to rely upon such Client Materials and shall not be liable for any inaccuracies contained in any Client Materials or any advice provided in reliance upon such Client Materials.
- 14.7. Subject to clause 14.1, Calligo shall not be liable to the Client in the event of that the Client's claim relates to a matter for which Calligo has provided a written recommendation to the Client and the Client has not followed such recommendation.

15. CHANGE CONTROL

- 15.1. Either party may propose changes to the scope or execution of the Privacy Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 15.1.1. the Privacy Services;



- 15.1.2. the Fees;
- 15.1.3. the timetable for the Privacy Services; and
- 15.1.4. any of the other terms of the relevant Privacy Statement(s) of Work.
- 15.2. If Calligo wishes to make a change to the Privacy Services it shall provide a draft Change Order to the Client.
- 15.3. If the Client wishes to make a change to the Privacy Services:
 - 15.3.1. it shall notify Calligo and provide as much detail as Calligo reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 15.3.2. Calligo shall, as soon as reasonably practicable after receiving the information at Clause 15.3.1, provide a draft Change Order to the Client.
- 15.4. If the parties:
 - 15.4.1. agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
 - 15.4.2. are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 22 (Governing law and dispute resolution).
- 15.5. Calligo may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to Clause 15.3 on a time and materials basis at Calligo's daily rates specified in the Privacy Statement(s) of Work.

16. TERMINATION

- 16.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement:
 - 16.1.1. by terminating all Privacy Statement(s) of Work subject to the PSOW and/or Privacy Terms, as applicable; or
 - 16.1.2. with immediate effect by giving written notice to the other party if:
 - 16.1.2.1. the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 16.1.2.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 16.1.2.3. the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the other party.
- 16.2. Without affecting any other right or remedy available to it, Calligo may terminate this Agreement with immediate effect by giving written notice to the Client if:
 - 16.2.1. the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 16.2.2. there is a change of control of the Client; or
 - 16.2.3. the Client repeatedly or consistently fails (in the sole opinion of Calligo) to implement Calligo's recommendations in relation to the Relevant Legislation.

17. CONSEQUENCES OF TERMINATION

- 17.1. Upon receipt or issue (as applicable) by Calligo of notice to terminate pursuant to clause 16, Calligo shall begin to produce a Termination Report that sets out the Client's maturity in relation to the Relevant Legislation as at the date of the Termination Report. The provision of the Termination Report shall be Calligo's sole responsibility in relation to transitioning the Privacy Services to another supplier unless otherwise agreed in writing by Calligo. In the event that the Termination Report is delivered prior to the expiry of any outstanding notice period, Calligo reserves the right to waive such outstanding notice period and terminate the Agreement immediately upon delivery of the Termination Report to the Client.
- 17.2. On the Termination Date:
 - 17.2.1. all existing Statements at Work shall terminate automatically;
 - 17.2.2. the Client shall immediately pay to Calligo all of Calligo's outstanding unpaid invoices and interest and, in respect of the Privacy Services supplied but for which no invoice has been submitted, Calligo may submit an invoice, which shall be payable immediately on receipt; and
 - 17.2.3. Calligo shall, on request, unless prevented from doing so by law:
 - 17.2.3.1. deliver to the Client, or destroy (so far as technically possible), all Client Materials and original Confidential Information which is in its possession or under its control; and
 - 17.2.3.2. provide a signed statement that it or he has complied fully with its or his obligations under this Clause 17, together with such evidence of compliance as the Client may reasonably request.



17.3. The following clauses shall continue in force following the Termination Date: Clause 1 (Interpretation), Clause 7.1 (Non-solicitation), Clause 10 (Confidential Information), Clause 12 (Intellectual property), Clause 14 (Insurance and Liability), Clause 17 Consequences of termination), Clause 20 (General), Clause 22 (Governing law and dispute resolution) and Clause 23 (Jurisdiction).

18. STATUS

18.1. The relationship of Calligo to the Client will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of the Client and Calligo shall not hold itself out as such.

18.2. Subject to any provisions of the Privacy Statement(s) of Work(s) or unless it has been specifically authorised to do so in advance by the Client in writing:

18.2.1. Calligo shall not have any authority to incur any expenditure in the name of or for the account of the Client; and

18.2.2. Calligo shall not hold itself out as having authority to bind the Client, nor shall it engage in any way with any party (including individuals, and regulatory bodies) on behalf of Client without prior written notice to, and the consent of, Client.

18.3. Calligo is not a law firm and is not regulated by the Solicitors Regulatory Authority in the United Kingdom or any equivalent body in any other jurisdiction. Any advice provided by Calligo pursuant to this Agreement shall not be construed as legal advice and the Client is responsible for obtaining independent and appropriate legal advice in relation to their legal obligations.

18.4. Nothing in this Agreement or the Mandatory Policies shall prevent Calligo from contracting with other organisations to provide privacy services the same as, or similar to, the Privacy Services.

18.5. Calligo provides services to a number of clients and is subject to confidentiality provisions under its agreements with those parties. In the event that Calligo also provides services to a competitor, supplier or affiliate of the Client, the Client acknowledges that Calligo may not be in a position to inform the Client in the event that Calligo suspects or becomes aware of anything that may impact the Client's business or compliance with the Relevant Legislation, as a result of such engagement.

19. PRIORITY OF DOCUMENTS

19.1. If there is an inconsistency between any of the provisions of the Privacy Terms and the provisions of the Schedules or the PSOW, the provisions of the PSOW shall prevail.

20. GENERAL

20.1. **Assignment:** The Client shall not assign, sub-license or otherwise transfer this Agreement whether in whole or in part, without the prior written consent of Calligo, and except as set out in Clause 20.1. Calligo shall not unreasonably withhold or delay its consent to an assignment or transfer by the Client of the entire benefit of this Agreement (but not part thereof) to a Client Affiliate (for so long as it remains a Client Affiliate) provided that any such person or any such company enters into a written undertaking with Calligo to comply with the terms and conditions of this Agreement. Calligo may assign, sub-licence or otherwise transfer this Agreement to a subsidiary or holding company without the prior consent of the Client.

20.2. **Variation:** Except as specifically provided in this Agreement, this Agreement may only be amended or varied by written agreement between the Parties.

20.3. **Entire Agreement:** This Agreement and the PSOW constitute the entire agreement between the parties relating to the subject matter hereof and the Client hereby warrants to Calligo that it has not been induced to enter into this Agreement by any prior representations (including any Proposals) whether oral or in writing, except as specifically contained in this Agreement and the Client hereby waives any claim for breach of any such representations which are not so specifically mentioned.

20.4. **Force Majeure:** Calligo will be excused from performance of its obligations under this Agreement if such a failure to perform results from acts of god, fire, strike, embargo, terrorist or cyber attack, war, insurrection or riot or other causes beyond the reasonable control of the Calligo. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

20.5. **Good Faith:** Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement.

20.6. **Waiver:** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

20.7. **Third party rights:** The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.



20.8. **Severability:** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

21. NOTICES

21.1. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the registered address of Calligo and the address of the Client as set out in the PSOW or such other address as the party may notify to the other party in writing from time to time.

21.2. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation.

21.3. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth in clause 21.1 above or to such other address as the receiving party may have previously substituted by written notice to the sender.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. This agreement 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 the law of England and Wales.

22.2. Subject as may be provided elsewhere in this agreement, a director of the Board or other senior representative of each party with authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, speak with the other in a good faith effort to resolve the dispute.

22.3. If the director or other senior representative fail to resolve the matter, or fail to speak, within 14 days of the written request, (or such further date as the parties may agree in writing) the parties will be free to commence proceedings for the resolution of the dispute.

23. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).