



IB1 CORE TRUST FRAMEWORK ('CTF') TERMS & CONDITIONS

V2024-03-01

This Agreement is made on the Effective Date between You ("You", "Your", "CTF Member") and Icebreaker One Limited, 16 Wapping High Street, London E1W 1NG ("Icebreaker One", "IB1", "Us", "We", "Our") a company registered in England & Wales, number [12156788](#).

1. STANDARD TERMS

1. Definitions and interpretation

1.1 This Agreement uses certain terms with special meanings. These are set out below.

Authorised User(s)	Those employees, agents and independent contractors of You who are authorised by You to use the Services.
Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK and/or applicable to You and which may include the General Data Protection Regulation ((EU) 2016/679); the UK GDPR: the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Effective Date	The date defined in the Form from when this Agreement is made.
Fee Schedule	The schedule of payments as defined in the Form.
Form	The CTF Membership order form which has been completed and signed by both parties.
CTF Member Data	The data submitted by You or on Your behalf for the purpose of using the Services or facilitating Your use of the Services
CTF Membership Fees	The fees payable by You in accordance with the Fee Schedule and this Agreement
CTF Membership Term	The term specified in the Form as may be extended or renewed in accordance with these terms
Normal Business Hours	9am to 5.30pm UK time on business days (i.e. Monday to Friday which are referred to as "Normal Business Days" but not including bank or public holidays in England)
Operational Guidelines	The rules, guidelines and/or code(s) of practice applicable to the Services from time to time in force which can be accessed at https://ib1.org/tf/ctf/
Output	Any result generated from access to, and use of, the Services
Service Specification	The documentation of the Services from time to time in force which can be accessed at https://docs.ib1.org and defined at https://ib1.org/tf/ctf/
Services	Has the meaning given to it in the Form
SLA	If applicable, the current service level agreement can be accessed via https://ib1.org/terms/sla
Trust Framework Services	The suite of governance, operational and technical services required to deliver the CTF to You

1.2 In this Agreement, unless it says otherwise:

- (a) reference to "including" in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (b) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;
- (c) references to clause numbers or schedules or appendices shall be to those in this Agreement;
- (d) reference to the singular shall include the plural and vice versa and references to a gender shall include the other gender;
- (e) the headings in this Agreement are for ease of reference only and shall not affect its interpretation;
- (f) reference to this Agreement shall include reference to it after it has been amended, or added to.

2. CTF Membership and use

2.1 Subject to You:

- (a) paying the CTF Membership Fees; and
- (b) complying with Your Obligations, the restrictions set out in and the terms and conditions of this Agreement;

We hereby grant to You a non-exclusive, non-transferable right, without the right to grant sub-licences, to use the Services during the CTF Membership Term solely for the development of Trust Framework Services.

2.2 In relation to the Authorised Users, You undertake that:

- (a) the maximum number of Authorised Users that You authorise to access and use the Services shall not exceed the number specified in the Form or as extended from time to time through the purchase by You of additional Authorised User rights;
- (b) You will not allow or suffer any password to be used by, shared with or re-assigned to more than one individual Authorised User;
- (c) each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential;
- (d) it shall maintain a written, up-to-date list of current Authorised Users and provide such list to Us within 5 Normal Business Days of Our written request at any time or times;
- (e) it shall procure each Authorised User's compliance with the Operational Guidelines;
- (f) it shall upon notice as set out below permit Us or Our designated auditor to audit the Services in order to establish the name of each Authorised User and Your audit compliance with this Agreement. Each such audit may be conducted no more than once per year at Our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Your normal conduct of business and in compliance with Your reasonable physical and logical security procedures. We shall provide a copy to You any reports created pursuant to any such audit.

You shall ensure that an Authorised User is designated to monitor and ensure compliance by You and all Authorised Users with the terms of this Agreement including, but not limited to, from a legal and a data protection perspective.

2.3 Where applicable, We will provide You with a username and password for Your Authorised Users (or for the initial Authorised User who will be authorised to issue additional username and passwords for its Authorised Users) to access the Services installed on equipment

controlled by Us. You will keep the username and password confidential and not share it with anyone outside of Your organisation. You have no right to receive or install any software and have no right to receive any source code for any software. You will comply with any technical requirements that may be notified to You from time to time that are reasonably required to access and use the Services and You will be responsible for ensuring that You have satisfied such technical requirements notified to them from time to time.

- 2.4 You shall not input, upload, access, store, distribute or transmit any viruses or other malicious code and shall ensure that Your Data is free of such viruses and code.
- 2.5 You shall not input, upload, access, store, distribute or transmit any material (whether as part of Your Data or otherwise) during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) intentionally, negligently or recklessly facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property or is contrary to any provision in Our Operational Guidelines or the Operational Guidelines for this Trust Framework.
 - (g) is not under your control, or you do not have the right(s) to control.
 - (h) makes untrue assertions (e.g. incorrect self-assurance).
- 2.6 We reserve the right, without liability or prejudice to its obligations or remedies, to suspend and disable Your access to the Service if We suspect that:
- (a) You or any of Your Data or other material breaches the provisions of clauses 2.4 and/or 2.5; and/or
 - (b) there is any material breach of the Operational Guidelines by You or any Authorised User;
- until We are satisfied such breach has been remedied to its reasonable satisfaction.
- 2.7 Unless expressly permitted in writing, in relation to the Services and any Output, You will not:
- (a) use the Services for any purpose other than that specified in clause 2.1;
 - (b) transfer to any other person or entity any of its rights to use the Services;
 - (c) sell, rent, sublicense or lease the Services;
 - (d) create any derivative works based upon the Services other than the Output;
 - (e) copy any feature, function, design or graphic in, or reverse engineer or decompile, the Services other than as expressly permitted by applicable law;
 - (f) access or use the Services in order to compete with Us, or to assist someone else to compete with Us;
 - (g) use the Services, or permit their use, in a way that violates any applicable law or regulation;
 - (h) record, upload or store any data in or via the Services which We reasonably consider is defamatory, threatening, abusive, offensive, infringing, discriminatory or otherwise unlawful;
 - (i) allow anyone other than Your Authorised Users to use the Services; or

(j) obscure, amend or remove any copyright notice, trademark or other proprietary marking on, or visible during the operation or use of, the Services.

3. Services

3.1 We shall, during the CTF Membership Term, provide the Services to You on and subject to the terms of this Agreement.

3.2 We shall use Our reasonable endeavours to provide the Services substantially in accordance with the SLA(s) as defined in relation to those Services.

3.3 We will, as part of the Services and at no additional cost to You, provide You with Our standard CTF Member support services requested by email during Normal Business Hours. We will provide support services in accordance with Our SLA.

3.4 If available from time to time, You may purchase enhanced support services separately at Our then-current rates. Any such enhanced support services are detailed in the Form or will be mutually agreed in writing.

4. CTF Member Data

4.1 You shall own all right, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such CTF Member Data.

5. Data Protection

5.1 You shall have sole responsibility for ensuring any of Your use (and that of its Authorised Users) or processing of any Output that is personal data complies with Data Protection Legislation.

5.2 You acknowledge that the Services are not intended to be used for the purposes of collecting, sharing and/or processing personal data.

5.3 The parties acknowledge that if We process any personal data on Your behalf when performing its obligations under this Agreement:

(a) You are the controller and We are the processor for the purposes of the Data Protection Legislation;

(b) in relation to the processing described in clause 5.3, We and You shall comply with the data processing terms set out in Appendix 1.

6. Warranties

6.1 We warrant that the Services will be supplied (i) with reasonable care, diligence and skill; and (ii) substantially in accordance with the Service Specification.

6.2 The warranty in clause 6.1 shall not apply to the extent of any non-conformance which is caused by any use of the Services contrary to the Operational Guidelines or to Our written instructions and/or these Standard Terms, or through modification or alteration of the Services by any party other than Us or Our duly authorised contractors or agents unless We consent in writing thereto. If the Services do not conform with the foregoing warranty, We will, at Our expense, promptly correct any such non-conformance, or terminate this Agreement and promptly refund to You any amounts paid for Services that You did not receive. Such correction or refund of amounts paid constitutes Your sole and exclusive remedy for any breach of the warranty set out in clause 6.1.

6.3 We:

(a) do not warrant that Your use of the Services will be uninterrupted or error-free;

(b) shall, without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement.

6.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

7. Your Obligations

7.1 You shall:

(a) provide Us with:

- (i) reasonable co-operation in relation to this Agreement; and
- (ii) all necessary access to such information as may be reasonably required and requested by Us;

in order to provide the Services, including but not limited to CTF Member Data, security access information and configuration services;

(b) without affecting Your other obligations under this Agreement, comply with all applicable laws and regulations with respect to Your activities under this Agreement;

(c) carry out all other CTF Member responsibilities set out in this Agreement and the Operational Guidelines in a timely and efficient manner;

(d) comply with the Operational Guidelines;

(e) ensure that Your staff use the Services and the Output in accordance with the terms and conditions of this Agreement and shall be responsible for any such staff's breach of this Agreement;

(f) if applicable and relevant, obtain and shall maintain such licences, consents, and permissions as may be necessary for Us, Our contractors and agents to perform their obligations under this Agreement, including without limitation the provision of the Services.

7.2 Our obligations and warranties with regard to the Services and other provisions of this Agreement shall not apply to the extent of any non-conformance which is caused by Customer's use contrary to the terms of the Agreement and/or Our reasonable written instructions.

8. Price and payment

8.1 You shall pay to Us the CTF Membership Fees applicable to the type of CTF Membership specified in the Form and set out in the Fee Schedule in accordance with this clause 8 and the Form. CTF Membership Fees are payable in advance or as indicated in the Form or Fee Schedule.

8.2 We may invoice for CTF Membership Fees and any other applicable charges as they become payable. You shall pay each invoice within 30 calendar days of the receipt of such invoice.

8.3 If We have not received payment within 30 calendar days after the due date, and without affecting any other rights and remedies of Us:

(a) We may, without liability to You, disable the CTF Member's passwords, account and access to all or part of the Services and We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts that are not the subject of a good faith dispute at an annual rate equal to 3% over the then current base lending rate of Our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.

8.4 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling;
- (b) are non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which, if applicable, shall be added to Our invoice(s) at the appropriate rate

8.5 We shall be entitled to increase the CTF Membership Fees and/or other charges and fees payable on or around each renewal of the CTF Membership Term.

9. Intellectual Property Rights

9.1 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in and relating to the Services. Except as expressly stated herein, this Agreement does not grant You any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

9.2 You own all intellectual property rights in Your Data. This Agreement does not grant Us any right to or any intellectual property rights in respect of Your Data save as may be necessary in order Us to deliver the Services.

10. Confidentiality

10.1 If the parties have concluded a confidentiality agreement or non-disclosure agreement then such agreement shall continue to apply in accordance with its terms.

10.2 We will keep confidential and will institute, implement and maintain at all times during the CTF Membership Term reasonably appropriate and proportionate information security measures designed to keep confidential, any confidential information which You supply to Us in connection with Services and You must do the same in relation to any confidential information which We supply to You. Such measures shall be no less than the measures We use to protect Our own confidential information. Confidential information includes all information marked as being confidential and any other information which would reasonably be assumed to be confidential including (without limitation) any information relating to any other CTF Members, information relating to marketing or promotion of any product, unpublished research, financial information, business policies or practices. The obligations as to confidentiality in these terms will not apply to any information which:

- (a) is available to the public other than because of any breach of these terms;
- (b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- (c) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (d) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure or any other type of governmental request.

10.2 Both parties undertake to disclose confidential information only to those of its associated and other parties to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated by these terms. We shall only use Your confidential information for purposes of performing the Services.

11. Indemnities

11.1 Subject always to Clause 12, You shall indemnify and hold harmless Us in relation to all costs, damages, expenses, losses and, to the extent that it is lawful under applicable law, fines and penalties relating to:

- (a) any claim that Our use of Your Data in accordance with this Agreement in performing the Services infringes any copyright, trade mark, database right or right of confidentiality; and
- (b) any breach by You of clauses 2.4 and/or 2.5; and
- (c) any breach by You of Your obligations under Appendix 1.

In relation to (a) above, We shall:

- (d) give You prompt notice of any such claim;
- (e) provide reasonable co-operation to You in the defence and settlement of such claim, at Your expense; and
- (f) give You sole authority to defend or settle the claim.

11.2 We shall defend and hold harmless the CTF Member against any claim that Your or Your Authorised Users' proper use of the Services in accordance with this Agreement infringes any copyright, trade mark, database right or right of confidentiality, and, subject to Clause 11.4. below, shall indemnify You in relation to all costs, damages, expenses, losses relating to breach of this Agreement and for any amounts awarded against You in judgement or settlement of any such claims, provided that:

- (a) We are given notice of any such claim;
- (b) You provide reasonable co-operation to Us in the defence and settlement of such claim, at Our expense; and
- (c) We are given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, We may, in order that You may continue to use the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) business days' notice to You without any additional liability or obligation and reserves the right, at its sole discretion, to provide You with a pro-rata refund of any unused fees paid thereto.

11.4 In no event shall We, Our employees, agents and subcontractors be liable to You to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than Us or Our agent; or
- (b) Your use of the Services or Output in a manner contrary to the written instructions given to You by Us; or
- (c) Your use of the Services or Output after written notice of the alleged or actual infringement from Us or any appropriate authority.

11.5 The foregoing states the parties' sole and exclusive rights and remedy, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12. Limits and Exclusions of Liability

12.1 Except as expressly and specifically provided in this Agreement:

- (a) You assume sole responsibility for results obtained from the use of the Services and the Output by You, and for conclusions drawn from such use;
- (b) the Services and the Output are provided to You on an "as is" basis.

12.2 Neither party's liability:

- (a) for death or personal injury caused by its negligence or the negligence of its employees or agents;
 - (b) for fraudulent misrepresentation; or
 - (c) for anything else that cannot under applicable law be excluded or limited;
- is excluded or limited by these terms, even if any other term would otherwise suggest that this might be the case. Your liability to pay the CTF Membership Fees and under Your indemnities is not limited or excluded.

12.3 Subject to clause 12.2, neither party shall be liable (whether for breach of contract, negligence or for any other reason) to the other party for any:

- (a) loss of profits;
- (b) loss of sales;
- (c) loss of revenue;
- (d) loss of any software or data (or data corruption) or loss of use of hardware, software or data arising as a result of the malicious acts of third parties;
- (e) loss or waste of management or staff time; or
- (f) indirect, consequential or special loss.

12.4 Subject to clauses 12.2 and 12.3, Our total liability under this Agreement and in relation to anything which it may have done or not done under or in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to 100% of the CTF Membership Fees paid or payable by You under this Agreement in the year preceding the events giving rise to the claim (such amount to be calculated at the time when the relevant amount comes to be assessed).

12.5 Subject to clauses 12.2 and 12.3, Your total liability under this Agreement and in relation to anything which it may have done or not done under or in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to 100% of the CTF Membership Fees paid or payable by You under this Agreement in the year preceding the events giving rise to the claim (such amount to be calculated at the time when the relevant amount comes to be assessed).

13. Term and Termination

13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the CTF Membership Term. Thereafter, this Agreement shall automatically renew, subject to written agreement by the CTF Member to any increase in the CTF Membership Fees, for successive periods of 12 months (each, "Renewal Period") unless or until terminated by either party providing written notice to the other not less than 90 days prior to the last day of the then-current term or otherwise terminated in accordance with its terms to that effect. The "CTF Membership Term shall be amended to refer to any subsequent Renewal Periods.]

13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this Agreement on the due date for payment, and is not the subject of a good faith dispute and remains in default not less than thirty (30) Normal Business Days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Normal Business Days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the

Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

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- (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
 - (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and You shall immediately cease all use of the Services and/or the Output unless limited access to the Output is otherwise agreed in writing by Us;
- (b) We may, upon not less than ninety days' written notice to You, and after providing You with the opportunity to obtain such CTF Member Data for such ninety-day period, destroy or otherwise dispose of any of the CTF Member Data in its possession; and
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. General

- 14.1 No party's failure to enforce any of these terms shall be deemed a waiver or limitation of such party's right to subsequently enforce and compel strict compliance with all of these terms.
- 14.2 If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of these terms and this Agreement shall continue in full force and effect.
- 14.3 Neither Party will be liable for any breach of these terms or this Agreement which arises because of any circumstances, acts, events, omissions or accidents beyond its reasonable control. Such circumstances, acts, events, omissions or accidents beyond a Party's reasonable control, include, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of a Party or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 14.4 Subject to clause 12.2, and unless otherwise expressly stated, this Agreement constitutes the entire agreement between Us and You and except for any misrepresentation or breach of warranty which constitutes fraud (i) these terms supersede and extinguish all previous agreements between Us and You relating to the subject matter hereof and any representations and warranties previously given or made other than those contained in this Agreement; and (ii) You acknowledge to Us (and We are concluding this Agreement in reliance on such acknowledgement) that You have not been induced to enter into this Agreement by, nor relied upon, any representation or warranty other than the representations and/or warranties contained in this Agreement and (iii) You irrevocably and unconditionally waives any right it may have to claim damages or to rescind this Agreement by reason of any misrepresentation and/or warranty not set out in terms.
- 14.5 None of the terms of this Agreement are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.
- 14.6 In the event of any conflict or inconsistency between these Standard Terms and the contents of any Form then these terms will prevail and take precedence unless otherwise expressly stated in the Form.
- 14.7 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.8 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, provided, however, that either party shall have the right to assign this Agreement without the consent of the other party to an Affiliate or as part of a sale of all or substantially all of its assets or its merger with or into a third party. Any assignment in conflict with this Agreement shall be void ab initio.
- 14.9 Any notice required to be given under this Agreement shall be in writing and shall be delivered by email to finance@ib1.org or by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, with a copy addressed to the attention of the General Counsel, or such other address as may have been notified by that party for such purposes.

14.10 A notice delivered by email or by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Normal Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of the post.

15. Governing law and jurisdiction

15.1 In the event of any dispute between the parties, the parties shall first try to resolve the dispute by mutual negotiation.

15.2 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Subject to clause 15.1, We and You submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this Agreement or the Services.

Appendix 1 (Data Protection)

This Appendix applies when the CTF Member Data includes any Personal Data and/or when You use the Services in order to include Personal Data in the Output.

Processing by Us is limited to the execution of this Agreement and for the purpose of providing the Services to You. The duration of the processing shall continue throughout the contracted term and certain data may be retained as necessary to meet legal and reporting requirements.

Types of Personal Data include name(s), role(s) and contact information related to Your team. Further details of our policies related to Privacy are maintained at <https://ib1.org/privacy/>

1. DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures means as defined in the Data Protection Legislation.

Applicable Laws means Data Protection Legislation and any other law that applies in the UK.

2. DATA PROTECTION

2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the Controller and We are the Processor. The exhibit to this Schedule sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of Personal Data and categories of Data Subject.

2.3 Without prejudice to the generality of paragraph 2.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us and/or the lawful collection of the Personal Data by Us on behalf of You for the duration and purposes of this Agreement. You warrant and represent that the You comply with the transparency requirements of the Data Protection Legislation.

2.4 Without prejudice to the generality of paragraph 2.1, We shall, in relation to any Personal Data processed in connection with the Services under this Agreement:

2.4.1 process that Personal Data only on the documented written instructions of You which are set out in exhibit to this Appendix unless We are required by Applicable Laws to otherwise process that Personal Data. Where We are relying on Applicable Laws as the basis for processing Personal Data, We shall notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from so notifying You;

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- 2.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 2.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 2.4.4 not transfer any Personal Data outside of the UK and/or the European Economic Area unless the following conditions are fulfilled:
- a. You have provided appropriate safeguards in relation to the transfer;
 - b. the data subject has enforceable rights and effective legal remedies; and
 - c. We comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred which may include the parties concluding Standard Contractual clauses;
- 2.4.5 assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.4.6 notify You without undue delay on becoming aware of a Personal Data Breach;
- 2.4.7 at the written direction of You, delete or return Personal Data and copies thereof to You on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 2.4.8. maintain complete and accurate records and information to demonstrate its compliance with this Appendix.
- 2.5. You consent to Us appointing the entities listed in the exhibit to this Appendix as third-party processors of Personal Data under this Agreement. We may notify You in writing of updates and changes to the third-party processors from time to time. We confirm that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and reflecting the requirements of the Data Protection Legislation. As between You and Us, We shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 2.5.