

# Trading Terms and Conditions

These Trading Terms apply to all Quadris services and products. Clause 8 below also applies to Customers of Quadris Cloud.

## 1. Definitions and Interpretation

1.1 In these Trading Terms, the following terms have the following meanings:

<b>Acceptable Use Policy</b>	Quadris' acceptable use policy, available <a href="#">here</a> ;
<b>Business Day</b>	any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland;
<b>Confidential Information</b>	all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating to the Products, the Services, Quadris or the Customer (as the case may be);
<b>Contract</b>	a contract for the supply of IT services and products by Quadris to Customer, comprising the Trading Terms and the Quotation, Order, or SOW, as the case may be;
<b>Customer</b>	the firm or company ordering Products or Services;
<b>Default</b>	shall mean any breach by either party of its obligations under the Contractor any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with the Contract and in respect of which either party may be legally liable;
<b>Intellectual Property Rights</b>	copyright, patent, trademark, service marks, registered designs, know-how, confidential information, trade or business names, rights in data or Confidential Information or other similar rights, together with applications for any of the foregoing;
<b>Order</b>	any written order or instruction for (including by email) or order acknowledgement of the supply of Products or Services received by Quadris from the Customer;

<b>Price</b>	the price for the Products and/or Services as specified in, and payable in accordance with, the Contract;
<b>Products</b>	any products (including hardware and software) to be sold by Quadris to the Customer, as specified in the Contract;
<b>Professional Services</b>	consultancy services provided by Quadris as may be set out in the Contract and which may include installation, migration, testing and training services;
<b>Quadris</b>	Quadris Limited, a company incorporated and registered in England and Wales with company number 09515944, whose registered office is at Innovation House 12-13 Bredbury Business Park, Bredbury Park Way, Stockport, SK6 2SN UK;
<b>Quadris Cloud Service</b>	Quadris' cloud platform described at <a href="https://quadris.cloud">https://quadris.cloud</a> which enables the Customer to select i) the virtual infrastructure services it requires to securely access and manage its digital assets; and ii) whether it requires Quadris to provide support in relation to those services;
<b>Quotation</b>	a quotation issued by Quadris describing the Products and/or Services and their associated Price. Each quotation shall have its own reference number;
<b>Service(s)</b>	any managed IT services (which may include hosting, cloud or support services), and/or Quadris Cloud Service and/or the Professional Services, agreed to be provided by Quadris to Customer in the Contract, and shall exclude any of the circumstances set out in clause 7.5;
<b>Software</b>	any software provided to Customer by Quadris as part of the Contract, which may include Quadris' proprietary and/or third party software;
<b>Specifications</b>	any plans, drawings, data or other information relating to the Products;
<b>SOW</b>	statement of work or other document detailing the Products and Services to be supplied by Quadris, including any relevant call-off agreement and any service level agreement specified in such document;
<b>Supported Assets</b>	the assets that may form part of the scope of Services defined in a SOW;
<b>Third Party Products</b>	any third party products (including software) and/or services resold, supplied or made available to the Customer with, or integrated into, a Product or Service, as

part of the Contract; and

**Trading Terms** the trading terms set out in this document.

- 1.2 All other words and expressions are to be given their normal English meaning taken in the context of the Contract.
- 1.3 Any reference to a clause shall mean a clause of these Trading Terms unless otherwise stated.
- 1.4 The use of headings in these Trading Terms shall be for convenience only and shall not affect their interpretation.
- 1.5 Reference to any statute or statutory provision or any other regulation includes any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## 2. **Contract Formation**

- 2.1 The Trading Terms form part of the Contract and govern the supply of Products and Services.
- 2.2 Acceptance by the Customer of any Quotation or any Order placed by the Customer shall be deemed to be acceptance of these Trading Terms.
- 2.3 All illustrations or Specifications contained in any catalogues or publicity material produced by Quadris are approximate only, and are only intended to convey a general idea of the Products or Services.
- 2.4 Any advice or recommendations given by Quadris to the Customer as to the suitability, application, or use of the Products and/or Services which is not confirmed in writing by Quadris to the Customer is followed or acted upon entirely at the Customer's own risk.
- 2.5 Any other terms and conditions referred to or issued by the Customer shall be void and of no effect, the Trading Terms shall override any previous agreements relating to the provision of Products or Services and shall be the only terms and conditions applicable to the supply of Products or the provision of the Services.
- 2.6 No amendment to these Trading Terms shall be effective unless made in writing and signed by a director of Quadris. Where an updated or amended SOW or Order is agreed in writing, such updated document shall apply to the exclusion of any previous SOW or Order.
- 2.7 The Contract contains the entire agreement of the parties in relation to the supply of Products or Services by Quadris to the Customer, and the Customer irrevocably waives any right it might have to claim for damages and/or to rescind a Contract because of any misrepresentation by Quadris (unless such misrepresentation was made negligently or fraudulently) or any warranty not contained in the Contract.
- 2.8 No Contract shall exist between the Customer and Quadris until Quadris confirms its acceptance or the Order or SOW in writing to the Customer.

### 3. **Price**

- 3.1 Quoted Prices are valid for 30 days from the date of issue of the Quotation, unless otherwise specified in the Contract.
- 3.2 Prices are exclusive of value added tax or other applicable sales tax (VAT) that shall be paid by the Customer at the then prevailing rate and are exclusive of Quadris' charges for delivery of Products or handling of Services, which will be added to Quadris' invoice.
- 3.3 Quadris reserves the right to increase the Price from time to time in order to reflect increases in material or labour costs, energy costs or in the prices of third party product and services comprised in the Contract.
- 3.4 Where Quadris proposes an increase in accordance with clause 3.3, it will give the Customer not less than 90 days' notice in writing of such proposed increases. If the Customer does not agree to such increases, it shall have the right to terminate the Contract by not less than 60 days' notice in writing to Quadris prior to the proposed date of implementation of the increase.

### 4. **Payment**

- 4.1 Unless otherwise specified in the Contract:
  - (a) Quadris may invoice the Customer for each Order on or at any time after delivery;
  - (b) the Customer shall pay Quadris' invoices in full and in cleared funds to the bank account nominated in writing by Quadris; and
  - (c) the Customer shall pay invoices within 28 days of receipt of the invoice.
- 4.2 If Products or Services are delivered or performed in instalments, Quadris reserves the right to invoice each instalment in accordance with the terms of the Order or SOW or as and when delivery is made or performance carried out to or for the Customer, in which case payment shall be due in accordance with this Clause for each such instalment.
- 4.3 If payment is not received by the relevant due date Quadris may (without limiting other remedies that may be available to it):
  - (a) charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four (4) per cent per annum above the Bank of England base rate for the time being in force; and/or
  - (b) take legal action for the recovery of any amount due, including interest, together with all collection and legal costs incurred.

4.4 All payments made by the Customer to Quadris shall be in sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.

5. **Title and risk**

5.1 Risk of damage to or loss of any physical Products supplied shall pass to the Customer upon delivery to the address specified in the Order or SOW in accordance with Clause 6.

5.2 Full legal, beneficial and equitable title to and property in any Products shall remain vested in Quadris (or its supplier, as the case may be) until:

- (a) payment in full of all amounts due to Quadris (together with any interest and VAT thereon) has been received by Quadris in respect of those Products; and
- (b) all other amounts payable by the Customer to Quadris have been received by Quadris.

5.3 Subject to Clause 5.2, title to Products will remain with Quadris (or its supplier) notwithstanding that the relevant Products have been incorporated in or affixed to other products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, RAM or any other hardware, software or firmware or other media whatsoever.

6. **Delivery**

6.1 Any dates stated by Quadris for delivery of the Products or the provision of the Services whether verbally or otherwise are estimates only, and whilst Quadris will use all reasonable endeavours to meet such dates, it cannot guarantee to do so. Time will not be of the essence in the delivery of the Products or the performance of the Services.

6.2 Quadris shall deliver the Products to such address or addresses as notified by the Customer to Quadris for each Order, subject to prior agreement with the Customer. Quadris shall be entitled to make partial deliveries of the Products or deliveries of the same by instalments. Photographic evidence that delivery has taken place or, if required, a signature on behalf of the Customer shall be satisfactory proof that delivery has taken place.

6.3 Quadris will accept no liability for non-delivery or loss of, or damage to, any Products, and no claim that the Products are not in accordance with the Contract will be accepted by Quadris unless claims to that effect are notified in writing to Quadris (with a copy to Quadris' carrier in the case of non-delivery, loss or damage):

- (a) within 5 (five) days of delivery in the case of loss, damage, or non-compliance with the Contract; or
- (b) Within 5 (five) days of receipt of Quadris' invoice in the case of non-delivery.

- 6.4 Quadris will accept no liability for any claim that the Services have not been performed in accordance with the Contract unless the Customer notifies Quadris of such claim within 5 (five) days of when such alleged non-performance or non-compliance with the Contract should reasonably have come to the Customer's attention.
- 6.5 In the event of a valid claim by the Customer under clause 6.3 or 6.4, Quadris will at its option replace or repair the Product, or re-perform the Services, as the case may be, at its own expense, but will be under no other liability to the Customer with respect to such claim whether in contract or in tort. All Products (or any part) replaced by Quadris will become Quadris' property upon replacement.
- 6.6 If the Customer fails to give notice in accordance with clause 6.3 or 6.4, it will be deemed to have accepted the Products and/or the Services, the Products and/or Services will be deemed to be in accordance with the Contract, and the Customer will be bound to pay for the same.

## 7. **Services**

- 7.1 Quadris will use all reasonable endeavours to provide the Services in accordance with the terms of the Contract, will ensure that the Services will be provided with all reasonable care and skill and by suitably trained and qualified persons.
- 7.2 If the Services are to be provided according to a timetable, Quadris shall use all reasonable endeavours to adhere to such timetable in providing the Services but, save as stated herein, time shall not be of the essence in the provision of the Services.
- 7.3 Where Services are to be performed at the Customer's premises or require access to the Customer's premises, the Customer shall provide Quadris with such office accommodation, facilities and access to the Customer's premises which is necessary to allow Quadris to perform such Services, including access outside of the normal working hours of the Customer.
- 7.4 To enable Quadris to perform the Services, the Customer will:
- (a) allow Quadris to connect to the Customer's network(s) and computer equipment whether remotely or on-site;
  - (b) follow the reasonable recommendations of Quadris; and
  - (c) provide Quadris with all relevant information and changes that may impact the performance of the Services by Quadris.
- 7.5 Unless otherwise expressly stated in the Contract, the following are expressly excluded from any Service:
- (a) any work or services not specified in the Contract or relating to items of equipment other than the Supported Assets;

- (b) faults due to the Customer's neglect, alteration, modification, misuse of or failure to operate and maintain the Supported Assets in accordance with the manufacturer's and/or Quadris' instructions;
- (c) faults or Incidents due to (i) force majeure events (as defined in Clause 18.1), or (ii) the wilful acts or Defaults of the Customer or of anyone acting on its behalf;
- (d) recovery from cyber-security incidents including phishing, malware and ransomware based attacks;
- (e) support, maintenance or working with software and hardware for which the Customer has not obtained the correct licences;
- (f) repair of hardware Products no longer supported by the manufacturer and / or where no suitable manufacturer parts replacement warranty exists;
- (g) supply of spare parts;
- (h) the re-installation, movement, removal or disposal of the Supported Assets or any other IT equipment;
- (i) any items of work or other activities and responsibilities listed in the relevant SOW as being excluded;
- (j) any request for changes to or improvements to the Supported Assets by the Customer where the work takes more than 2 hours in any one working week; and
- (k) any time and expenses incurred by Quadris at the Customer's request to remediate any incident or circumstances arising as a result of any of the items in clause 7.5 (a)-(j).

7.6 Clauses 7.2 and 7.3, do not apply to Quadris Cloud Service.

## 8. **Quadris Cloud Service**

8.1 The following provisions in this Clause 8 are applicable only in relation to the Customer's purchase of Quadris Cloud Service.

8.2 Quadris grants to the Customer a non-exclusive and non-transferable right to use Quadris Cloud Service solely for Customer's internal business purposes.

8.3 The Customer will comply with the Acceptable Use Policy, failing which Quadris' rights include the suspension or termination of the Quadris Cloud Service.

8.4 The Customer will only permit those users authorised by it (**Authorised Users**) to have access to the Quadris Cloud Service. Access credentials for Quadris Cloud Service may not be used by more than one Authorised User.

8.5 Quadris may suspend or limit use of the Quadris Cloud Service if continued use by the Customer or any Authorised User may result in material harm to the Quadris Cloud

Service or affect other users, and will give notice to the Customer to this effect. Quadris will limit any such suspension or limitation in time and scope to the extent reasonably possible under the circumstances.

- 8.6 The Customer acknowledges and accepts that, whilst Quadris Cloud Service provides a secure platform to host the Customer's digital assets:
- (a) no IT solution can be guaranteed to be invulnerable to hacking, cyberattacks or similar events (**Hacking**). Accordingly, in the absence of demonstrable error by Quadris, Quadris has no liability to the Customer for any Hacking and Customer will obtain and maintain its own insurance against such events;
  - (b) it may be accessed through third party telecoms and data services providers, for which Quadris is not responsible; and
  - (c) the Customer is responsible for selecting which services it desires, and whether it wishes Quadris to provide support services. Accordingly, Quadris shall have no liability for any Default, error, vulnerability or Hacking arising in connection with the Customer's selection of services, act or omission.

## 9. Cancellation and Returns

- 9.1 All Orders are non-cancellable, other than at the sole discretion of Quadris.
- 9.2 The Customer may return any faulty or damaged Products in accordance with the Trading Terms, and in particular clause 6.5 and this clause 9. Quadris will also refund any relevant costs involved such as posting or delivery charges, if such Products are found to be faulty.
- 9.3 If the Customer believes that the Products are faulty or if they have been shipped in error, the Customer shall notify Quadris in writing, and Quadris shall send its returns form to the Customer within 2 business days of receipt of such notification. Within 2 business days of receipt of a correctly completed returns form, Quadris will issue a returns number (RMA number) to the Customer. Products must be returned within 5 business days of the date of issue of the RMA number. If Products are not returned within this period, the return will be closed.
- 9.4 Quadris cannot accept responsibility for damage to returned Products caused in transit. Accordingly, the Customer will ensure that:
- (a) the returned Products are properly packaged in the original packaging and securely wrapped;
  - (b) no labels, stickers or any parts have been removed;
  - (c) no writing or marking is made on any of the packaging; and
  - (d) the Products have not been defaced, altered, manhandled or subjected to any other form of intentional or careless damage.



- 9.5 All supplied contents such as inner and outer packaging, manuals, documentation and accessories must be included with the Products when returned.
- 9.6 Quadris will inspect the Products on arrival and, if appropriate, test the same. Where appropriate, replacement Products will be shipped. Quadris reserves the right to decide whether to issue replacement Products or a credit.
- 9.7 Any failure by the Customer to follow the return procedures set out in this clause 9 may lead to the return being rejected by Quadris and to the Customer being charged for any damages to Products incurred in transit and/or shipping costs.

## 10. **Third Party Product Warranties**

- 10.1 The Customer acknowledges that Third Party Products are governed by the trading terms and conditions of the relevant third party provider and that consequently, Quadris shall have no liability in respect of the failure or non-performance of such Third Party Products, and Quadris does not give any warranties or guarantees in relation to the same.
- 10.2 Quadris shall use its reasonable endeavours to pass on to the Customer the benefit of any third party warranty or guarantee provided by the relevant manufacturer or supplier of Third Party Products.

## 11. **Liability**

- 11.1 Nothing in this clause 11 shall limit the liability of a party for death or personal injury caused by the negligence, for any fraud or fraudulent misrepresentation, and for any other liability that cannot be limited by law.
- 11.2 Subject to clause 11.1, the maximum liability of Quadris whether in contract, tort or otherwise for any direct physical damage to tangible property of the Customer caused by a Default by Quadris shall be limited to £500,000 per event.
- 11.3 Subject to clause 11.1, the maximum aggregate liability of Quadris to the Customer whether in contract, tort or otherwise for any and all loss or damage (other than to tangible property) suffered by the Customer as a result of any Default of Quadris shall be limited in aggregate to an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.
- 11.4 Quadris shall not be liable to the Customer whether in contract, tort or otherwise by or in the contemplation of Quadris for:
- (a) any loss of profits, business, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other person; or
  - (b) any special, indirect, or consequential loss whether sustained by the Customer or any other person.

## 12. **Intellectual Property Rights**

- 12.1 All Intellectual Property Rights in or relating to the Products and/or Services and in any materials (including Software) created by Quadris during the course of providing the Services belongs to Quadris (or the relevant supplier, as the case may be), and the Customer shall acquire no title to or rights in any such Intellectual Property Rights except to the extent expressly licensed to the Customer pursuant to the Contract.
- 12.2 The Customer shall be granted a non-exclusive, personal licence to use the Software for its own business purposes only and shall not, unless agreed to in writing by Quadris, have the right to sub-licence Software.
- 12.3 The Customer will notify Quadris immediately if it becomes aware of any illegal or unauthorised use of any of the Products and/or Services and will assist Quadris (and/or its suppliers) in taking all steps necessary to defend the owners' Intellectual Property Rights.
- 12.4 The Customer undertakes to ensure that any Software which is licensed to end-users or any other third party will be subject to any end user or other licence requirements of Quadris or the Third Party Products licensor relating to that Software, and any other documentation which Quadris or Quadris' suppliers or licensors may require.
- 12.5 The Customer undertakes that it shall not (and that it shall not employ nor permit any third party) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer Software or any part thereof, except to the extent allowed by English law.

## 13. **Confidentiality**

- 13.1 Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same for the purposes of the Contract) without the other party's prior written consent.
- 13.2 This clause shall not extend to any information which was rightfully in the possession of a party prior to the commencement of the negotiations leading to a Contract, which is already public knowledge or becomes so at a future date (otherwise as a result of a breach of the clause) or which is developed by the receiving party independently of any disclosure by the disclosing party.
- 13.3 Each party shall ensure that its employees are aware of and comply with the provisions of this clause.
- 13.4 This clause shall apply for a period of 2 years following expiry or termination of the Contract.

## 14. **Term and Termination**

- 14.1 The Contract shall continue in effect for the duration set out in the relevant Contract, unless terminated earlier pursuant to this Clause 14.

- 14.2 Without prejudice to any other rights or remedies Quadris might have against the Customer, Quadris may terminate a Contract or suspend the performance of its obligations under a Contract forthwith by notice in writing to the Customer if:
- (a) The Customer defaults in making payment for any of the Products or Services supplied by Quadris within seven (7) days of its due date; or
  - (b) The Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Defaulting Party; or
  - (c) The Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 be unable to pay his debts or any steps are taken to wind up the Customer, or an administrator, administrative receiver or receiver is appointed over the Customer's business or any part of its assets.
- 14.3 The Customer shall be entitled to terminate the Contract pursuant to Clause 3.4 (price increases).
- 14.4 Either party may terminate this Contract in the event that the other party is in material breach of any of its obligations and fails to remedy such breach within 20 Business Days of being given notice to do so by the other party.
- 14.5 Upon termination of a Contract, Quadris shall have the right, without prejudice to any other right or remedy available, to enter the Customer's premises and repossess any Product in respect of which Quadris has not been paid in full and shall have the right to dismantle any machinery, product, item or equipment into which the Product or any of them have been incorporated in order to recover any amounts owed to Quadris and the Customer shall be responsible for all Quadris's costs and expenses in connection with so doing.
- 14.6 The Customer acknowledges that any early termination by it of the Contract or any particular Service may incur cancellation charges as specified in the relevant Order or SOW.
- 14.7 Those clauses capable of surviving termination shall do so.

## 15. **Variations to the Trading Terms**

Quadris reserves the right to modify these Trading Terms upon notice in writing to the Customer, which will apply from the date specified in such notice to all Orders accepted by Quadris on or after such date.

16. **Assignment**

16.1 The Customer shall not assign or otherwise transfer any of its rights or obligations under a Contract whether in whole or in part without the prior written consent of Quadris, which shall not be unreasonably withheld.

16.2 Quadris may assign its rights and obligations under this Contract in whole, or in part, to any corporation or other entity with or into which it may merge or consolidate or to which it may transfer all or substantially all of its assets, in which such corporation shall assume all obligations of Quadris under this Contract as fully as if it had been originally made a party to the Contract.

17. **Invalidity**

If any provisions, or portions thereof, of a Contract are held to be invalid and unenforceable under any applicable statute or rule of law, they are to that extent to be deemed omitted and the validity and/or enforceability of the remaining provisions of the Contract shall not be impaired or affected by that omission.

18. **Force Majeure**

18.1 Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Products and/or Services, if the delay or failure is caused by circumstances beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- (a) Act of God, explosion, flood, tempest, fire or accident
- (b) war, sabotage, insurrection, civil disturbance or requisition;
- (c) acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs or other industrial actions or trade disputes;
- (f) power failure or breakdown in machinery; and
- (g) epidemic, pandemic.

19. **Notices**

All notices that are required to be given under this Contract shall be in writing and shall be sent to the registered address of the party in question.

20. **Export Control**

The Customer acknowledges that certain Products may be subject to export controls imposed by United Kingdom or other governments and undertakes to apply for and obtain any necessary licences or other consents that may be necessary to export or take any Product (or any part thereof) out of the United Kingdom.

21. **Law**

The Contract and all matters arising out of its performance shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

22. **Waiver**

The waiver by either party of a breach or default of any of the provisions of the Contract shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by either party.

23. **Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to this Contract shall have the right to enforce any term of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties (such agreement referencing this clause 23).

24. **Data Protection**

24.1 For the purposes of this Clause 24:

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data;

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** are as defined in the Data Protection Legislation; and

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;

24.2 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 24 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Legislation.

24.3 The parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and Quadris is the Processor.

24.4 Without prejudice to the generality of Clause 24.3, Quadris shall, in relation to any Personal Data processed in connection with the performance by Quadris of its obligations under this Contract:

- (a) process Personal Data only on the written instructions of the Customer, unless Quadris is otherwise required by Data Protection Legislation to process such Personal Data, in which case Quadris shall promptly notify the Customer of this before processing such Personal Data, unless Data Protection Legislation prohibits Quadris from so notifying the Customer;
- (b) 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);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or Quadris has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) Quadris complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) Quadris complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - (v) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments, audits and consultations with supervisory authorities or regulators;

- (vi) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (vii) at the written direction of the Customer, provide comprehensive information of stored Personal Data and provide evidence it has been deleted or modified to become unidentifiable to the Customer on termination of the Contract unless required by Data Protection Legislation to store the Personal Data; and
- (viii) maintain complete and accurate records and information to demonstrate its compliance with this Clause.

24.5 Quadris will not appoint any third party to process Personal Data without providing assurances on the security of the third party and without seeking written consent from the Customer to do so.