

Eidos Consulting Ltd Terms of Business

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Business Day	means a day other than a Saturday, Sunday or bank or public holiday;
Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order;
Controller	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Customer	means the person who purchases the Services from the Supplier and whose details are set out in the Order;
Customer Material	means all material which the Customer provides to the Supplier for the purpose of enabling the Supplier to provide the Services
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Deliverables	means the deliverables ancillary to the supply of the Services, including without limitation any Services Media;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Intellectual Property Rights	<p>means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:</p> <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Order	means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out in the Supplier's Service Proposal as agreed by the Customer;
Personal Data	shall have the meaning given to it in applicable Data Protection Laws from time to time;

Personal Data Breach	shall have the meaning given to it in applicable Data Protection Laws from time to time;
processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processing , processed , and processes shall be construed accordingly);
Processor	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
Services	means the Services set out in the Order and to be performed by the Supplier for the Customer;
Services Media	means the media on which the results of the Services are supplied or any copies (in any form)
Service Proposal	means the Supplier's Service Proposal as agreed by the Customer
Sub-Processor	means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier	means Eidos Consulting Ltd;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, and any of their sub-contractors who are engaged in the performance of the Services from time to time;
Travel & Subsistence	means costs incurred through travel and/or staying away from normal place of work, including flights, car hire, taxi, fuel, hotels, meals and other such costs; and

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1. Application of these conditions

- 2.1 These Conditions should be read and accepted by the Client prior to services being agreed. The Client agrees that by entering into an agreement for services they are bound by these Conditions. Eidos Consulting will not undertake any works until these Conditions have been agreed to and signed by the Client
- 2.2 By entering into a contract with Eidos Consulting the Client warrants that they are legally capable of entering into binding contracts on behalf of their organisation,
- 2.3 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.4 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.5 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.6 Any Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
- 2.7 The Customer shall not re-sell the Services or the Deliverables or the Services Media or any part thereof without the agreement of the Supplier.
- 2.8 In the event that the Customer wishes to re-sell the Services or the Deliverables or the Services Media, the Supplier reserves the right, as a condition of its agreement, to make an additional charge and/or to stipulate further conditions.

2. Notices

- 2.1 Any notice or other communication given by a party under these Conditions shall:
 - 2.1.1 be in writing and in English;
 - 2.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 2.1.3 be sent to the relevant party at the address set out in the Contract
- 2.2 Notices may be given, and are deemed received:
 - 2.2.1 by hand: on receipt of a signature at the time of delivery;
 - 2.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

- 2.2.3 by Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and
 - 2.2.4 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
 - 2.2.5 by email: on receipt of a delivery or read receipt email from the correct address.
- 2.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 2.1 and shall be effective:
- 2.3.1 on the date specified in the notice as being the date of such change; or
 - 2.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.
- 2.4 All references to time are to the local time at the place of deemed receipt.
- 2.5 This clause does not apply to notices given in legal proceedings or arbitration.

3. Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

4. Entire agreement

- 4.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 4.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 4.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

5. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

6. Assignment

Eidos Consulting may assign or subcontract its rights and obligations under this agreement in part or in whole to a third party to undertake. The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, which it may withhold or delay at its absolute discretion.

7. Waiver

- 7.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 7.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 7.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

8. Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

9. Intellectual property

- 9.1 The Supplier grants to the Customer a non-exclusive licence to use the Intellectual Property Rights in the Services and the Deliverables and all other materials created by the Supplier pursuant to this Agreement.
- 9.2 Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 9.3 The Customer warrants that it has the right to provide to the Supplier and to use all Customer Material.
- 9.4 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that Customer Material infringes the Intellectual Property Rights of any third party.

10. Price

- 10.1 The price for the Services shall be as set out in the Service Proposal
- 10.2 The Prices are exclusive of VAT (or equivalent sales tax).
- 10.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 10.4 Expenses incurred by Eidos Consulting in completing works for the client will be charged at cost and in line with Eidos Consulting's internal expenses policy. Mileage will be recharged to the customer at 45 pence per mile.
- 10.5 For any fees owed to a third party that is not covered by this agreement and incurred as a result of any project or consultancy agreement, such as the supply of Content, the client will be responsible for settling invoices directly with the third party unless expressly agreed to by Eidos Consulting. Eidos Consulting will not in any way be held responsible or liable for the payment of invoices issued by a third party to the Client.

11. Payment

11.1 The Supplier shall invoice the Customer for the Services as follows:

11.1.1 In regard to e-learning, 20% of the Price on acceptance of the Order; and

11.1.2 The balance on approval of each module as set out in the payment schedule contained in the Service Proposal, or;

11.1.3 In regard to consultancy services, Projects or consultancy agreements will be invoiced either upon completion or in the case of longer assignments on a monthly frequency based on work completed at the point of billing. Such invoices are payable 30 days from the date of invoice;

11.1.4 Where a project results in the production of a final report, such project fees are payable in full in advance of the publication of any such report. Eidos Consulting reserves the right to delay issue of any such report until such time as any outstanding debts relating to the project are settled;

11.1.5 Consultancy fees agreed under hourly credits per calendar month are payable in full each month in advance of such agreement commencing. Any consultancy credit must be used within the period agreed within the consultancy agreement. Any credits not used within this period will be forfeit and non-refundable. Any cancellations of credit made after agreement is reached are subject to the cancellation terms as stated in term 12.3, or at the discretion of Eidos Consulting. Credits can be added to this agreement at any time upon consultation and agreement with Eidos Consulting.

11.2 The Customer shall pay all invoices within 30 days of receipt:

11.2.1 in full without deduction or set-off, in cleared funds; and

11.2.2 to the bank account nominated by the Supplier.

11.3 Travel and Subsistence expenses incurred by Eidos Consulting in completing works for the client will be charged at cost and in line with Eidos Consulting's internal expenses policy.

11.3.1 All travel and subsistence expenses incurred in completing works for the client will be added to the customer invoice(s)

11.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

11.4.1 the Supplier may, without limiting its other rights, charge interest and late payment charges under Late Payment legislation from time to time in force, and

11.4.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

11.5 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

12. Cancellation

12.1 Cancellation charges including those levied for transfers, deferrals or postponements of services are charged in accordance with the table of charges set out below. All charges are exclusive of VAT.

12.2 All cancellation, transfers, deferrals or postponements must be received in writing by Eidos Consulting.

12.3 Any cancellations made by the client concerning a third party that Eidos Consulting have agreed to pay for and that incur a cancellation charge will be charged back to the client at the prevailing rate required by the third party.

Consultancy	16-20 days	11-15 days	Less than 10 days
Cancellation %	20%	50%	75%
Consultancy	More than 10 days	6-10 days	Less than 5 days
Postponement %	-	25%	50%
Consultancy Credits	17 hours or more	9 -16 hours	8 hours or less
% Refundable	10%	20%	50%

13. Performance

13.1 The Supplier shall not be obliged to supply the Deliverables or any part of the Deliverables before the Customer has paid the Supplier's invoices.

13.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.

13.3 The Supplier may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

13.4 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.

13.5 The Supplier shall not be liable for any delay in or failure of performance caused by Force Majeure.

14. Warranty

14.1 The Supplier will supply to the Customer the Services and the Deliverables in the format specified in the Service Proposal. The Supplier gives no warranty that the Services or the Deliverables will be compatible with the software or systems operated by the Customer.

14.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

15. Termination

15.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

15.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

15.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

- 15.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
- 15.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 15.2 The Supplier may also terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 15.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
- 15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 15.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 15.2.5 has a resolution passed for its winding up;
- 15.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 15.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 15.2.8 has a freezing order made against it;
- 15.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 15.2.10 is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.9 in any jurisdiction;
- 15.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 15.3 The right of the Supplier to terminate the Contract pursuant to clause 15.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 15.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

15.5 Eidos Consulting reserves the right to terminate or suspend this agreement should the Client fail to make payment in accordance with the terms and conditions listed in this agreement.

15.6 Upon termination, Eidos Consulting will be entitled to be paid all fees and expenses incurred or accrued and payable by the Client as at the date of termination or cancellation of services.

16. Severance

16.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

16.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

17. Force Majeure

17.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

17.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

17.1.2 uses best endeavours to minimise the effects of that event.

17.2 If, due to Force Majeure, a party:

17.2.1 is or shall be unable to perform a material obligation; or

17.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 28 days;

17.3 the other party may, within 14 days, terminate the Contract on immediate notice

18. Confidentiality and announcements

18.1 The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

18.1.1 any information which was in the public domain at the date of the Contract;

18.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

18.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or

18.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of clauses 18.1.1 to 18.1.3 shall not apply to information to which clause 18.4 relates.

18.2 This clause shall remain in force for a period of three years from the date of the Contract and, if longer, three years after termination of the Contract.

18.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

18.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of clause 26.1.

18.5 Eidos Consulting will treat as confidential any information that is sought from or given by the customer during any project or consultation and will ensure that any information is used solely for the purpose of this and future projects for the Client and no other use, in line with the General Data Protection Regulations 2018 (GDPR). Eidos Consulting shall not disclose any confidential information to any third parties unless express permission is given by the Client.

18.6 Any documentation, report, handout, process or other material that is prepared exclusively for the project remains the copyright of Eidos Consulting and shall not be reproduced or distributed by the Client, unless for internal use, until express permission is given by Eidos Consulting.

18.7 Material designed for Client use and distribution that may be freely copied will be identified as such.

19. Indemnity and insurance

19.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

19.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

20. Limitation of liability

20.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 20.

20.2 Eidos Consulting's aggregate liability and that of its partners, employees and contractors in respect of any services provided to the Client shall be limited to the total fees payable by the customer for the services.

20.3 Subject to clauses 20.5 and 20.6, the Supplier shall not be liable for consequential, indirect or special losses or for losses arising out of the use of the Services outside the United Kingdom.

20.4 Subject to clauses 20.5 and 20.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

- 20.4.1 loss of profit;
- 20.4.2 loss or corruption of data;
- 20.4.3 loss of use;
- 20.4.4 loss of production;
- 20.4.5 loss of contract;
- 20.4.6 loss of opportunity;
- 20.4.7 loss of savings, discount or rebate (whether actual or anticipated);
- 20.4.8 harm to reputation or loss of goodwill.

20.5 The limitations of liability set out in clauses 20.2 to 20.4 shall not apply in respect of any indemnities given by either party under the Contract.

20.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- 20.6.1 death or personal injury caused by negligence;
- 20.6.2 fraud or fraudulent misrepresentation;
- 20.6.3 any other losses which cannot be excluded or limited by applicable law.

21. Conflicts within contract

If there is a conflict between the terms contained in these conditions and the terms of the Order, the terms of these conditions shall prevail.

22. Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

23. Third party rights

No person who is not a party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

24. Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

25. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

26. Processing of personal data

26.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

26.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

26.3 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 26.

26.4 The Supplier shall:

26.4.1 only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

26.4.2 if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

26.5 Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

26.6 The Supplier shall:

26.6.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

26.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the

same obligations as under this clause 26 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

26.6.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

26.6.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

26.7 The Supplier shall (at the Customer's cost):

26.7.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and

26.7.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

26.8 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer.

26.9 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 26 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of [one] audit request in any 12 month period under this clause 26.9).

26.10 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 26 shall survive termination or expiry of the Contract.

27. **Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

28. **Conflicts within contract**

If there is a conflict between the terms contained in these conditions and the terms of the Order, the terms of these conditions shall prevail.

29. Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

30. Third party rights

No person who is not a party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

31. Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

32. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

Upon entering a general service agreement with Eidos Consulting Ltd, I agree to adhere to all terms contained within these terms of business, and confirm that I am of the correct standing to sign this agreement on behalf of the organisation stated within the general service agreement.

_____ of _____
Name Organisation

_____ Signed _____ Dated