

Together
supplier
terms.

together.[®]

Together supplier terms.

By providing services and/or goods pursuant to a purchase order issued by Together Financial Services Limited (**‘Together’**) in the absence of a written agreement signed or otherwise agreed in writing or online by Together in respect of such services and/or goods, the addressee of such purchase order (**‘the Supplier’** or **‘you’** (and **‘your’** shall be construed accordingly) and Together agree that (notwithstanding any provision to the contrary in any document) this document sets out the terms agreed by Together and you under which such services and/or goods shall be provided (the/this **‘Agreement’**) with effect from the earlier of (i) the date on which provision of the same commences and (ii) the date of your receipt of the purchase order, until the date on which provision of the same is complete.

1. DEFINITIONS AND INTERPRETATION

In the Agreement:

1.1 the following words and expressions have the following meanings and, in addition, any words and expressions defined in any clause will have the same meaning when used in any other clause:

“Anti-Slavery Laws” means any and all statutes, statutory instruments, bye-laws, orders, regulations, directives, treaties, decisions of the European Council, decrees and laws (including any common law or civil law judgment, demand, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act;

“Anti-Slavery Policies” means our anti-slavery policy, as amended from time to time;

“Authority” means any government, agency, regulator or prosecutor;

“Business Day” means a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;

“CFA” means the Criminal Finances Act 2017;

“CFA Offence” means an offence under section 45 or section 46 of the CFA;

“Charges” means the charges agreed by Together in writing for the Goods and/or Services, provided always that these shall in no circumstances exceed the amount set out on Together’s applicable purchase order;

“Control” means in relation to any entity, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and **“Controls”** and **“Controlled”** will be construed accordingly;

“Employment Losses” means all costs, claims, losses, liabilities, expenses, charges, penalties and fines arising from or connected with employment or an employment relationship (whatsoever and whenever arising or incurred), including any claims for breach of contract, unfair dismissal, protective award, any claim under TUPE, for discrimination, detriment on grounds of: making a protected disclosure, asserting a statutory right, carrying out trade union activities or health and safety activities;

“Facilitation of Tax Evasion Offence” a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence, as those terms are defined in the CFA;

“Force Majeure Event” means any event or circumstance to the extent it is beyond the reasonable control of the relevant Party;

“Goods” means the goods which the Supplier shall provide pursuant to Together’s applicable purchase order;

“Intellectual Property Rights” means patents, trade marks, service marks and business names (including rights in goodwill), design rights, copyright (including copyright in plans, designs and computer programmes), database rights, domain names, know-how (including trade secrets and confidential business information), trade or business names and any similar or analogous rights to any of the foregoing which may subsist at any time in any part of the world (whether the foregoing rights are registered, unregistered or form pending applications or unregistrable) and including any rights to apply for the foregoing;

“Loss” means any loss, damage, fine, penalty, cost, expense and/or other liability (including reasonable legal and other professional fees) and **“Losses”** shall be construed accordingly;

“Modern Slavery Act” means the Modern Slavery Act 2015;

“Modern Slavery Practice” means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 1930 (No. 29) and Protocol) (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited;

“**Party**” means each of Together and the Supplier (and “**Parties**” shall mean both of them);

“**Personnel**” means customers, officers, employees, contractors, agents or sub-contractors;

“**Services**” means the services which the Supplier shall provide pursuant to Together’s applicable purchase order;

“**Specification**” means the specification of the Goods and/or Services to be provided by the Supplier under this Agreement, as set out in the purchase order and other documentation;

“**Supplier Code of Conduct**” means our code(s) of conduct for entities which supply any goods or services to us, as amended from time to time;

“**Together**”, “**we**” or “**us**” means Together Financial Services Limited (registered number 02939389) whose registered office is at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW (and “**our**” shall be construed accordingly);

“**Together Group**” means and shall include Together and any existing or future entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with Together;

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

- 1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Clauses and/or the Agreement;
- 1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.6 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word “other” or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.7 any reference to:
 - 1.7.1 time of day is to London time; and
 - 1.7.2 a day is to a period of 24 hours running from midnight to midnight;
- 1.8 in the event of any inconsistency or conflict between different sections of the Agreement, then the following order of precedence will apply: (1) the first paragraph of this document; (2) its Data Protection Schedule; (3) Clauses 1 to 17.
- 1.9 an obligation on a Party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that Party; and
- 1.10 any obligation on a Party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.

2. CLAUSES

- 2.1 The Parties both agree to comply with their obligations set out in the attached Data Protection Schedule (which is agreed to form part of the Agreement).
- 2.2 The terms and conditions of this Agreement, are the only terms and conditions on which we will purchase the Goods and/or Services from you and will apply to the exclusion of all other terms and conditions including any terms and conditions which you purport to apply under any quotation, order, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3 Delivery or commencement of performance of the Services will be deemed conclusive evidence of your acceptance of the terms and conditions of this Agreement.
- 2.4 You may not cancel the Agreement. Where the Agreement involves your provision of Goods, we may cancel the Agreement in whole or in part immediately by giving written notice to that effect to you at any time before delivery of the Goods in accordance with **Clause 3.2**. If we exercise our right of cancellation under this **Clause 2.4** our sole liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

2.5 You may not deliver the Goods by separate instalments save as agreed in writing by Together.

3. THE GOODS

3.1 The quantity and description of the Goods will be as set out in the Specification.

3.2 Save as otherwise set out in the Specification, you will deliver the Goods to Lake View, Lakeside, Cheadle, Cheshire SK8 3GW during the hours of 9:00 am to 5:00 pm on dates specified in the Specification. You will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods ("**Delivery**") will occur when they have been off-loaded at the delivery address.

3.3 You will ensure that:

3.3.1 the Goods are marked in accordance with our instructions and any applicable laws and any applicable requirements of any carrier and are properly packed and secured so as to reach their destination in an undamaged condition;

3.3.2 the delivery is accompanied by a prominently displayed delivery note which shows the order number, date of order, type and quantity of Goods, code numbers of Goods (if applicable), any special storage instructions and, where delivery by instalments is permitted under **Clause 2.5**, the outstanding balance of Goods remaining to be delivered; and

3.3.3 on or before Delivery we are supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.

3.4 If you fail to deliver the Goods on the date specified in **Clause 3.2**, without prejudice to any of our other rights or remedies (whether express or implied), we may terminate the Agreement immediately by giving written notice to that effect to you, in which case:

3.4.1 you will refund any monies already paid by us under the Agreement in relation to the Goods that have not been delivered; and

3.4.2 we will be entitled to recover from you any and all Loss incurred by us as a result of your failure to supply Goods and/or Services, including in obtaining substitute goods and/or services from another supplier.

3.5 Time for provision of delivery of the Goods will be of the essence of the Agreement.

3.6 Risk in and ownership of the Goods will pass to us on Delivery.

3.7 You will ensure that the Goods will:

3.7.1 be fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;

3.7.2 conform to the Specification;

3.7.3 be free from defects in design, materials and workmanship;

3.7.4 comply with all relevant applicable laws and British Standards and the requirements of any relevant statutory and regulatory bodies; and

3.7.5 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

3.8 Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with any of the terms of **Clause 3.7** we may (whether or not the Goods have been accepted) require you, at our option, to promptly repair or replace the relevant Goods free of charge or to refund the Charges for the relevant Goods and, in either case, we will be entitled to recover from you any and all Loss incurred by us as a result of the non-conformity of the Goods, including in obtaining substitute goods from another supplier.

3.9 **Clauses 3.7** and **3.8** will apply to any repaired or replacement Goods supplied under **Clause 3.8**.

3.10 It is your responsibility to ensure that (at your cost), prior to Delivery, the Goods are appropriately insured and at all times are free and clear of all charges, pledges, mortgages, assignments, attachments, liens, encumbrances, rights, security interests or claims of any kind and nature arising out of or filed in connection with the Goods.

4. SERVICES

4.1 You will, in performing the Services:

4.1.1 ensure that the Services comply with the Specification and that they are carried out by appropriately qualified and trained Personnel;

4.1.2 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;

- 4.1.3 fully co-operate with all reasonable requirements of our Personnel;
 - 4.1.4 comply with all relevant applicable laws, British Standards, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all our lawful and reasonable directions; and
 - 4.1.5 ensure that none of your Personnel connects with or accesses or otherwise uses our (or any of the Together Group's) computer systems using anything other than equipment (including, but not limited to, a laptop) provided by us (or any other member of the Together Group) for such purpose.
- 4.2 Without prejudice to any of our other rights or remedies (whether express or implied), if any Services do not conform with any of the terms of **Clause 4.1** we may require you, at our option, to re-perform the Services or to refund the Charges for the relevant Services and, in either case, we will be entitled to recover from you any and all Loss incurred by us as a result of the non-conformity of the Services, including in obtaining substitute services from another provider.
- 4.3 You will perform the Services on dates as set out in the Specification. Time for provision of the Services will be of the essence of the Agreement.
- 4.4 You shall ensure that any individual who is engaged in performing the Services:
- 4.4.1 is entitled to work in the United Kingdom;
 - 4.4.2 is not subject to any bankruptcy proceedings or other insolvency arrangements;
 - 4.4.3 does not have any County Court Judgments against him or her; and
 - 4.4.4 does not have a criminal record,
- and you shall provide us with written evidence of the same without delay if requested.

5. PRICE AND PAYMENT

- 5.1 Subject to you performing your obligations in accordance with the terms of the Agreement, we will pay the Charges to you in accordance with this **Clause 5**.
- 5.2 The only monies to be paid by us in connection with the supply of the Goods and the performance of the Services are the Charges which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs and, save where otherwise agreed in writing by Together, where applicable, all travel, accommodation, subsistence and any other expenses.
- 5.3 Save as otherwise agreed in writing by Together, you will only be entitled to invoice us for the Charges (in respect of Goods) following Delivery and (in respect of the Services) following completion of performance of the Services.
- 5.4 Subject to **Clauses 5.5, 5.6** and **5.8**, each invoice will be payable by us 30 days following the date on which the invoice is received by us by email sent to: finance.enquiry@togethermoney.com.
- 5.5 No payment made by us will constitute acceptance or approval by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.
- 5.6 If we, on bona fide grounds, dispute any part of an amount invoiced by you (a "**Disputed Sum**"), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 5.7 If any sum payable under the Agreement is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 2% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with this **Clause 5.7** but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due. The Parties agree that this **Clause 5.7** is a substantial remedy for late payment of any sum payable under the Agreement, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Agreement or any other contract between the Parties or other cause of action.

6. INTELLECTUAL PROPERTY

- 6.1 Any Intellectual Property Rights owned by either Party prior to the date on which this Agreement becomes effective or in respect of materials developed independently of this Agreement (in each case including modifications and enhancements to the same) shall remain the property of the relevant Party.

- 6.2 We grant to you a non-exclusive, non-transferable, royalty-free licence, for the term of this Agreement only to use our Intellectual Property Rights as required for the purposes only of performing your obligations under this Agreement.
- 6.3 Save as expressly set out in the Specification, any Intellectual Property Rights which come into existence as a result of or in connection with the performance by or on behalf of you of this Agreement will be our property and accordingly you hereby assign to us all such Intellectual Property Rights, with full title guarantee (by way of current assignment of future Intellectual Property Rights) free of all charges, pledges, mortgages, assignments, attachments, liens, encumbrances, rights, security interests, licences or claims of any kind and nature.
- 6.4 You grant to us and each member of the Together Group an irrevocable, perpetual, non-exclusive, sub-licensable, fully assignable, royalty-free licence to use, copy, translate and amend all Intellectual Property Rights which we require to benefit from the performance of the Agreement, including all Intellectual Property Rights in the Goods and in any materials, reports, software or other items, including any deliverables (together, "**Materials**"), provided to us by or on behalf of you in providing the Goods and/or Services (or otherwise in accordance with the terms of this Agreement).
- 6.5 You warrant that the possession and/or use and/or sale of the Goods and/or use or receipt of the Services and / or use or receipt of the Materials by us will not infringe the Intellectual Property Rights of any third party.
- 6.6 If any person claims (and/or brings proceedings alleging) and/or threatens to claim (and/or bring proceedings alleging) that the possession and/or use and/or sale of the Goods and/or use or receipt of the Services and / or use or receipt of the Materials by us, any member of the Together Group and/or any Together Group Personnel infringes the intellectual property rights of that or any other person ("**IPR Claim**"), you will indemnify us, the relevant member(s) of the Together Group and relevant Together Group Personnel in respect of any and all Loss that the same do or will incur or suffer in connection with such IPR Claim (including as a result of defending or settling the same).

7. EMPLOYMENT

- 7.1 The Parties do not believe that TUPE shall apply to transfer the contracts of employment of any employees, either on or around the start of this Agreement, on the date of termination or expiry of the Agreement or during the term of the Agreement, to us, you or any third party. In the event that any such contract should so transfer (or it is alleged that it has or should have so transferred), then we may terminate or direct the termination of employment of such person and in any event (notwithstanding if such termination is directed or effected) you shall indemnify and keep indemnified us and each member of the Together Group (for ourselves and ourselves and on behalf of any third party which supplies or has supplied to or is prospectively to supply to us and/or any member of the Together Group any services which are similar to all or part of the Services) in connection with any Employment Losses which we, any member of the Together Group, you and/or such third party do or will suffer or incur in connection with such person's employment and/or termination of employment.

8. INDEMNITIES

- 8.1 You will indemnify and keep indemnified us and each member of the Together Group against any and all Loss that we and/or any member of the Together Group do or will incur or suffer in connection with the following (including in each case, as a result of defending or settling any related actual or threatened claim and/or proceeding):
- 8.1.1 any breach of (i) any of your obligations under **Clause 9.1** and/or **Clause 12** (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) and/or (ii) your warranty under **Clause 6.5**; and
- 8.1.2 any proceedings under section 7 Bribery Act 2010 being brought against us as a result of your conduct or the conduct of any of your Personnel or any other persons who perform services for or on your behalf in connection with the Agreement, where such proceedings do not result in a conviction against us,
- in each case, including the costs of procuring the Goods and Services from a person other than you (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the Charges payable to you under the Agreement). You will have no liability to us under this **Clause 8.1** for any Loss to the extent that it would not have been incurred or suffered but for our criminal liability.

9. ANTI-CORRUPTION AND ANTI TAX EVASION

- 9.1 You will, and will procure that your Personnel and any other persons who perform services for you or on your behalf in connection with the Agreement will:
- 9.1.1 not commit any act or omission which causes or could cause us or you (or that person) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
- 9.1.2 comply with our anti-corruption policy and any policies in respect of money laundering and prevention of tax evasion, as updated from time to time;
- 9.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Agreement and the steps taken to comply with this **Clause 9.1**, and permit us to inspect those records as reasonably required;
- 9.1.4 promptly notify us of:
- 9.1.4.1 any request or demand for any financial or other advantage received by you (or that person); and

- 9.1.4.2 any financial or other advantage you (or that person) give or intend to give whether directly or indirectly in connection with the Agreement;
- 9.1.5 promptly notify us of any breach, or suspected breach, of this **Clause 9.1**;
- 9.1.6 not do or omit to do any act or thing which constitutes or may constitute a UK tax evasion offence, a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation of Tax Evasion Offence;
- 9.1.7 not do or omit to do any act or thing which causes or may cause us to commit a CFA Offence;
- 9.1.8 without prejudice to **Clause 9.1.7**, not do or omit to do any act or thing which would cause us to commit a CFA Offence or may do so if we were unable to prove that we had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA; and
- 9.1.9 provide us (at your cost) with such assistance as we may require from time to time to enable us to perform any activity required by any relevant Authority in any relevant jurisdiction for the purpose of compliance with any proceeds of crime, anti-money laundering or prevention of tax evasion law (including the CFA) or to enable us to self-disclose any conduct to or to co-operate with any Authority.
- 9.2 We may terminate the Agreement immediately by giving written notice to that effect to you if you are in breach of **Clause 9.1**.
- 9.3 We will be entitled, by giving written notice to that effect to you, to require you to remove from the performance of this Agreement any of your Personnel or any other person who performs services for or on your behalf in connection with this Agreement and in respect of whom you are in breach of any of your obligations under **Clause 9.1**.
- 10. ANTI-SLAVERY**
- 10.1 You will not engage in any Modern Slavery Practice.
- 10.2 You will:
 - 10.2.1 at all times comply with any Anti-Slavery Policies and/or Supplier Code of Conduct made available to you or your Personnel, and will procure that your Personnel and any other persons who perform services for or on behalf of you in connection with the Agreement will comply with the same at all times;
 - 10.2.2 conduct proper and detailed checks on any agency or person used by you to provide labour, employees, contractors or other persons to undertake tasks for you (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage in any Modern Slavery Practice;
 - 10.2.3 provide us (at your cost) with such reasonable assistance and information as we may reasonably require from time to time to enable us to:
 - 10.2.3.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as reasonably required by us;
 - 10.2.3.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;
 - 10.2.3.3 identify any non-compliance with the Supplier Code of Conduct or other of our codes or policies that relate to your supply chains or business partners; and
 - 10.2.3.4 conduct due diligence and to measure the effectiveness of the steps we are taking or wish to take to ensure that Modern Slavery Practices are not taking place in our business or supply chains; and
 - 10.2.4 permit us, and any person nominated by us for this purpose (and any regulator of ours or any member of the Together Group), to have such access on demand to your premises, personnel, systems, books and records as we or any regulator of ours or any member of the Together Group may reasonably require to verify your compliance with this **Clause 10**.
- 10.3 You warrant to us that your responses to any anti-slavery due diligence questionnaire issued to you by us or on our behalf are and/or shall be complete and accurate.
- 10.4 You will immediately give written notice to us:
 - 10.4.1 upon a breach, or suspected breach, of any of your obligations referred to in **Clauses 10.1** or **10.2** occurring;
 - 10.4.2 upon becoming aware of a breach of your warranty set out in **Clause 10.3**; and
 - 10.4.3 of any non-compliance by you or your Personnel with any Anti-Slavery Policies or Supplier Code of Conduct made available to you or your Personnel, including a failure to meet any standard set out in such Supplier Code of Conduct.

The notice will set out reasonable details of the breach or suspected breach or non-compliance.

- 10.5 We may terminate the Agreement immediately by giving written notice to that effect to you if you are in breach of any of your obligations under **Clauses 10.1** or **10.2** or your warranty under **Clause 10.3**.
- 10.6 We will be entitled, by giving written notice to that effect to you, to require you to:
 - 10.6.1 remove from the performance of the Agreement any of your Personnel whom we believe to be engaging in any Modern Slavery Practice; and/or
 - 10.6.2 take such action as we reasonably require to ensure that you fully comply with any Anti-Slavery Law, Anti-Slavery Policies and/or Supplier Code of Conduct.

11. TERMINATION

- 11.1 If either you or we:
 - 11.1.1 commits a material breach of the Agreement that is capable of being remedied and fails to remedy it within 20 days of receiving written notice from the non-defaulting Party giving the defaulting Party 20 days to remedy the breach; or
 - 11.1.2 persists in any breach of the Agreement for 20 days after receiving notice from the non-defaulting Party giving the defaulting Party 20 days to desist from persisting with the breach,

the non-defaulting Party may immediately terminate the Agreement by giving the defaulting Party written notice to that effect.
- 11.2 If either you or we commit a material breach of the Agreement which is not capable of being remedied, the non-defaulting Party may immediately terminate the Agreement by giving the defaulting Party written notice to that effect.
- 11.3 We or you may terminate the Agreement immediately by giving written notice to that effect to other if the other Party:
 - 11.3.1 has a receiver, administrator or provisional liquidator appointed; is subject to a notice of intention to appoint an administrator; passes a resolution for its winding-up; and/or has a winding up order made by a court in respect of it;
 - 11.3.2 proposes or enters into any composition or arrangement with creditors (other than relating to a solvent restructuring previously approved in writing by the other Party); ceases to carry on business; or takes any steps or actions or has any steps or actions taken in connection with any of these procedures; and/or is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; and/or
 - 11.3.3 is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000); or is the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030),

and you or we will notify the other immediately upon the occurrence of any such event or circumstance.
- 11.4 Following expiry or termination of the Agreement:
 - 11.4.1 any Clauses which expressly or impliedly continue to have effect after expiry or termination of the Agreement will continue in force; and
 - 11.4.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 11.5 After the date of expiry or termination of the Agreement you will, subject to the exception set out in **Clause 11.6**,
 - 11.5.1 if requested to do so, return to us all of our Confidential Information (including all copies and extracts) and all other property of ours (whether tangible or intangible) in your possession or control; and
 - 11.5.2 cease to use our Confidential Information.
- 11.6 You may retain any of our Confidential Information which you have to keep to comply with any applicable law or which you are required to retain for insurance, accounting or taxation purposes. The provisions of **Clause 12** will continue to apply to retained Confidential Information.
- 11.7 If we terminate the Agreement pursuant to **Clause 11.1**, **11.2**, **11.3** and/or **14.3** you will within 14 days of such termination refund to us on a pro-rata basis any amount paid in advance and unused.
- 11.8 We may terminate this Agreement without cause (and without any compensation being payable) by giving you 7 days' written notice.

12. CONFIDENTIALITY

12.1 Each Party will, subject to **Clause 12.2**:

- 12.1.1 only use the other Party's Confidential Information for the purpose of performing its obligations and exercising its rights under the Agreement;
- 12.1.2 keep the other Party's Confidential Information secret, safe and secure; and
- 12.1.3 not disclose the other Party's Confidential Information to any other person.

12.2 Each Party may disclose the other Party's Confidential Information:

- 12.2.1 to the extent required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body or listing authority; and
- 12.2.2 to those of its officers, directors, employees and professional advisers and, in our case, any member of the Together Group and their officers, directors, employees and professional advisers and our (and Together Group members') agents and sub-contractors, who need access to that Confidential Information so that each Party and any member of the Together Group can perform their obligations and exercise their rights under the Agreement. A Party disclosing the other Party's Confidential Information under this **Clause 12.2.2** will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that Party would be a breach of this **Clause 12**.

12.3 For the purposes of this **Clause 12**, "**Confidential Information**" means the terms of the Agreement and any information which is disclosed by or on behalf of one Party to the other Party and/or its Personnel in connection with the Agreement, but excluding information that:

- 12.3.1 is at the relevant time in the public domain (other than by virtue of a breach of this **Clause 12**);
- 12.3.2 was received by the other Party from a third party who did not acquire it in confidence; or
- 12.3.3 is developed by the other Party without any breach of the Agreement.

12.4 Each Party acknowledges and agrees that damages alone would not be an adequate remedy for breach of this **Clause 12** by that Party. Accordingly, the other Party will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this **Clause 12** by the first Party.

13. NOTICE

13.1 Subject to **Clause 13.4**, any notice or other communication given under or in connection with the Agreement will be in writing, in the English language and:

- 13.1.1 sent to the relevant Party's registered office or to a trading address of the relevant Party by pre-paid first class post providing proof of delivery;
- 13.1.2 delivered to or left at the relevant Party's registered office or to a trading address of the relevant Party (but not by the method set out in **Clause 13.1.1**); or
- 13.1.3 sent by e-mail to a valid e-mail address at the relevant Party,

and in each case marked for the attention of the relevant Party's 'Company Secretary'

13.2 Any notice or communication given in accordance with **Clause 13.1** will be deemed to have been served:

- 13.2.1 if given by first class post as set out in **Clause 13.1.1**, at 9.00 a.m. on the second Business Day after the date of posting; and
- 13.2.2 if given as set out in **Clause 13.1.2**, at the time the notice or communication is delivered to or left at that party's address; and
- 13.2.3 if given as set out in **Clause 13.1.3**, at the time of sending the e-mail,

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

13.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **Clause 13.1** were complied with.

13.4 This **Clause 13** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

14. FORCE MAJEURE

- 14.1 A party will not be in breach of this Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event.
- 14.2 If a Force Majeure Event occurs, the party affected will:
- 14.2.1 as soon as reasonably practicable after becoming aware of the Force Majeure Event give the other party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event;
 - 14.2.2 use reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event and to ensure that the Force Majeure Event comes to an end; and
 - 14.2.3 continue to perform all of its obligations under this Agreement the performance of which are not affected by the Force Majeure Event.
- 14.3 If you are unable to provide or we are unable to receive a material part of the Goods or Services for a period of more than thirty (30) days due to a Force Majeure Event which gives rise to relief from liability under **Clause 14.1**, we will be entitled to terminate this Agreement immediately by giving written notice to that effect to you.

15. AUDIT

- 15.1 Subject to **Clause 15.2**, you shall during the term of this Agreement, permit us and any representatives of any applicable regulator, to have reasonable access on reasonable notice and during normal business hours to your premises and to any of your books and relevant records, and/or to the premises, books and relevant records of any material sub-contractors, as may be required in order to: undertake verification that you are complying and/or have complied with your obligations in accordance with the Agreement; assess and verify your compliance with all applicable laws; and/or enable us to: fully comply with all applicable laws; or respond to enquiries raised by any regulatory authority or deal with any investigation by, or order or direction of, any regulatory authority.
- 15.2 We may exercise the audit rights granted by **Clause 15.1**, to the extent that the same does not materially interfere with your business, the performance of your obligations under the Agreement and/or your existing obligations owed to other third parties.
- 15.3 You shall reasonably co-operate with all applicable regulatory authorities in all matters relevant to the performance of this Agreement, whenever reasonably requested by us and shall deal with them in an appropriate and co-operative way. You shall keep us fully and promptly informed in relation to any requests for co-operation received from any regulatory authority in respect of the Agreement.

16. GENERAL

- 16.1 You will procure that a representative of you will be available at all reasonable times, upon reasonable notice, to attend any conference calls or (if practicable) meetings proposed by us in order to review or discuss the performance of the Agreement and any other associated issues.
- 16.2 You will, and will procure that your Personnel will, at all times:
- 16.2.1 comply with all relevant rules, procedures and statutory and regulatory requirements and any of our policies or the policies of any member of the Together Group, provided to you or your Personnel from time to time, applicable to any person working on-site at any of our premises or the premises of any member of the Together Group including in relation to health and safety and safety at work; and
 - 16.2.2 not damage or put at risk our, any member of the Together Group's and/or any third party's physical and/or intangible property, consents, authorisations and/or reputation.
- 16.3 This Agreement does not confer upon you any exclusivity. You agree that we and any member of the Together Group may, at any time, procure all or some of the Goods and/or Services (and similar goods and/or services) from any third party or, in the case of the Services, perform them ourselves.
- 16.4 The Agreement (and separate documentation and/or writing which it incorporates by reference (including but not limited to Together's applicable purchase order)) constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 16.4.1 neither party has entered into the Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the Agreement;
 - 16.4.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Agreement and which is expressly set out in the Agreement will be for breach of contract; and
 - 16.4.3 notwithstanding any other provision, nothing in this Agreement will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or for any other matter which cannot be lawfully be limited or excluded under the laws of England and Wales.

- 16.5 A delay in exercising or failure to exercise a right or remedy under or in connection with the Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 16.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, (a) such provision shall be fully severed therefrom and the remainder of the Agreement shall remain in full force and effect and (b) in lieu of such provision, the parties agree to add to the Agreement a valid, legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible.
- 16.7 Save as otherwise expressly provided in these Clauses, no variation to the Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.
- 16.8 This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.
- 16.9 Nothing in the Agreement and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 16.10 You agree that you are an independent contractor and are entering into the Agreement as principal and not as agent for or for the benefit of any other person.
- 16.11 Together may engage any employees or staff of Together Group members to carry out its obligations under this Agreement on its behalf. The parties acknowledge that Together has entered into this Agreement for the benefit of itself and each member of the Together Group and each member of the Together Group shall be entitled to benefit from and enforce any or all of Together's rights and any benefit of any kind under this Agreement (with each such right and/or benefit being deemed also to be a right and/or benefit of each member of the Together Group) provided that any act or omission of any member of the Together Group in connection with the same shall be deemed to be the act or omission of Together. Save as set out in the preceding sentence, no person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
- 16.12 Our rights and remedies set out in these Clauses are in addition to and not exclusive of any rights and remedies provided by law.
- 16.13 You will not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Agreement or sub-contract any of your obligations under the Agreement without our prior written consent.
- 16.14 In the event that we provide our written consent to you sub-contracting any of your obligations, any such sub-contracting will not relieve you from your liabilities to us under this Agreement. You will be liable to us for the acts and omissions of your sub-contractors (of any tier) in relation to this Agreement (and such acts or omissions will be deemed to be yours).
- 16.15 You will (at your cost) maintain appropriate levels of insurance, with reputable insurers, in respect of your potential liabilities under this Agreement, and provide us on request with reasonable written evidence that such insurances are in force.
- 16.16 You agree that Together may assign, transfer or novate its rights and/or obligations under this Agreement to any member of the Together Group without requiring any further consent and (in a case involving a transfer of obligations) You agree promptly to enter into any reasonable documents required to give effect to this.
- 16.17 Where the Services include work on the fabric or fittings of a building or on the services to a building, the Supplier shall procure that (i) Together's 'Contractors Code of Practice' from time to time (a copy of which shall be provided on request) shall be signed on behalf of the Supplier before such work commences; and (ii) all Supplier Personnel shall comply with such Contractors Code of Practice at all times. For the avoidance of doubt, references in the Contractors Code of Practice to "the Contractor" and/or "Contractors" shall include the Supplier and its Personnel.
- 16.18 Without prejudice to its other obligations pursuant to this Agreement, the Supplier warrants and shall ensure and procure that:
- 16.18.1 all of its Personnel comply at all times with Together's policies and procedures relevant to IT systems, security and procedures which have been provided to the Supplier and/or its Personnel;
 - 16.18.2 none of its Personnel shall export any information or data from the IT systems of Together (save as agreed in writing in advance by Together's representative);
 - 16.18.3 its Personnel shall:
 - 16.18.3.1 complete training (when at Together's office) as reasonably requested by Together; and
 - 16.18.3.2 at Together's request, enter into direct confidentiality undertakings with Together; and

16.18.4 any individuals who provide the Services shall:

16.18.4.1 at all times be direct employees of the Supplier or a permitted subcontractor of the Supplier and under the line management of the Supplier or its subcontractor (and not Together, any Together Group member, or any other third party);

16.18.4.2 be remunerated and disciplined by the Supplier or a permitted subcontractor of the Supplier, and subject to the HR policies and procedures (including without limitation, as to discipline and grievances) of the same (and not, in each case, by or of Together, any Together Group member, or any third party); and

16.18.4.3 comply with all reasonable requests of Together as to their performance of the Services.

16.19 The relationship of the Supplier (and any of its Personnel used to perform the Services) to Together will be that of independent contractor and nothing in this Agreement shall render it (nor any of its Personnel used to perform the services) an employee, worker, agent or partner of Together and the Supplier shall not hold itself out as such and shall procure that none of its Personnel used to perform the Services shall hold himself out as such.

16.20 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify Together and Together Group members for and in respect of:

16.20.1 any income tax, National Insurance and/or social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by any of the Supplier's Personnel used to perform the Services (in respect of the Services), where such recovery is not prohibited by law. The Supplier shall further indemnify Together and Together Group members against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Together and/or Together Group members in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and/or

16.20.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any of the Personnel used by the Supplier to perform the Services against Together and/or Together Group members arising out of or in connection with the provision of the Services.

Together may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier .

16.21 The Supplier warrants that it is not nor will it prior to the cessation of this Agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

17. GOVERNING LAW AND JURISDICTION

17.1 The Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

17.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement (including in relation to any non-contractual obligations).

Data Protection Schedule

1. General

- 1.1 Each Party agrees that it shall comply with the provisions of this Schedule and that all the provisions within this Schedule shall take precedence and priority, and prevail, over any conflicting, identical or analogous provision of the Main Body Agreement (notwithstanding any provision to the contrary in the Main Body Agreement).
- 1.2 Notwithstanding any provision to the contrary, paragraphs 1, 2 and 4 of this Schedule apply to any processing in connection with the Contract of Together Personal Data by the Supplier (and its Personnel) and/or Supplier Personal Data by Together (and its Personnel). However:
- 1.2.1 Paragraph 3 and Appendix A below only apply to the extent that (in connection with the Contract) Together (and/or another member of the Together Group) is the controller and the Supplier (and/or member(s) of its Personnel) is a processor of Together Personal Data;
- 1.2.2 Paragraph 5 below only applies to the extent that (in connection with the Contract) both Together and the Supplier are independent controllers of Together Personal Data and/or Supplier Personal Data; and
- 1.2.3 Paragraph 6 below only applies to the extent that (in connection with the Contract) both Together and the Supplier are joint controllers of Together Personal Data and/or Supplier Personal Data.

2. Definitions

- 2.1 In this Schedule, the following terms shall have the meanings given to them below:
- 2.2 "**Supplier Personal Data**" means personal data that is supplied and/or made available by or on behalf of the Supplier to one or more members of the Together Group and/or any of their Personnel in connection with the Contract;
- 2.3 "**Contract**" means the agreement comprising the Main Body Agreement together with this Schedule;
- 2.4 "**Control**" means in relation to any entity, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and "**Controls**" and "**Controlled**" will be construed accordingly;
- 2.5 "**Data Processing Details**" means the information which must be documented in this Schedule by virtue of Article 28(3) of the GDPR describing the processing of personal data under or in connection with this Schedule, namely: (a) the subject matter, duration, nature and purpose of the processing; (b) the type of personal data being processed; and (c) the categories of data subjects;
- 2.6 "**Data Protection Impact Assessment**" means an assessment of the impact of the envisaged processing operations on the protection of personal data, as required by Article 35 of the GDPR;
- 2.7 "**Data Protection Legislation**" means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the GDPR, the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and all other legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time;
- 2.8 "**Data Protection Questionnaire**" means a questionnaire (together with any related documents) setting out the Supplier's processes, procedures and arrangements applicable to its processing of personal data under the GDPR, which is provided by the Supplier and accepted by Together (including the same as updated or confirmed by or on behalf of the Supplier);
- 2.9 "**Data Subject Request**" means an actual or purported request, notice and/or complaint from (or on behalf of) a data subject exercising their rights under the Data Protection Legislation (including (but not limited to) a data subject access request);
- 2.10 "**GDPR**" has the meaning given to 'The UK GDPR' in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
- 2.11 "**ICO**" means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
- 2.12 "**Main Body Agreement**" means the whole of the agreement in which this Schedule is incorporated, save for this Schedule;
- 2.13 "**Personnel**" means all persons engaged or employed from time to time by the relevant Party in connection with the Contract, including its officers, employees, consultants, contractors, agents and/or sub-contractors (of any tier);
- 2.14 "**Regulator**" means the Financial Conduct Authority, the ICO, and any other any regulatory or supervisory body to which either of the Parties are subject from time to time with respect to the processing of personal data;

- 2.15 **"Regulatory Correspondence"** means any correspondence or communication (whether written or verbal) from a Regulator in relation to the processing of Together Personal Data;
- 2.16 **"Schedule"** means this Data Protection Schedule including its Appendix A (Data Processing Details);
- 2.17 **"Together Group"** means and shall include Together and any existing or future entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with Together;
- 2.18 **"Together Personal Data"** means personal data that is supplied and/or made available by or on behalf of one or more members of the Together Group to the Supplier and/or any of its Personnel in connection with the Contract; and
- 2.19 **"controller", "processor", "data subject", "personal data", "personal data breach", and "processing"** shall have the meanings set out in the GDPR and **"process"** and **"processed"** when used in relation to the processing of personal data shall be construed accordingly. For the purposes of this Schedule and its Appendix, it will include both manual and automatic processing. Any reference to **"personal data"** includes a reference to **"special category data"**, as applicable, whereby **"special category data"** means personal data that incorporates such categories of data as are listed in Article 9(1) of the GDPR.
- 2.20 In this Schedule:
- 2.20.1 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- 2.20.2 references to any statute, statutory provision or Data Protection Legislation will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision, Data Protection Legislation and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
3. **Processing of Together Personal Data by the Supplier**
- 3.1 The Supplier shall (and shall procure that its Personnel shall) comply with the Data Protection Legislation in connection with their processing of any Together Personal Data to which they have access in connection with the Contract. The remainder of this Schedule is subject to this **paragraph 3.1**.
- 3.2 The Supplier shall (and shall procure that its Personnel shall):
- 3.2.1 process Together Personal Data strictly only as necessary for the purpose of complying with the Supplier's obligations pursuant to the Contract and in accordance with written instructions received from Together (or another member of the Together Group);
- 3.2.2 keep any Together Personal Data confidential and take appropriate technical and organisational measures which are sufficient to comply with at least the requirements placed on the Together Group by the requirements regarding the security of Together Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
- 3.2.3 not transfer or otherwise cause or permit the processing of Together Personal Data outside the United Kingdom without Together's prior written consent;
- 3.2.4 on Together's request, allow Together or any Regulatory Body to take reasonable steps to audit their compliance with this Schedule;
- 3.2.5 take all reasonable steps to ensure the reliability, competence and integrity of any of the Personnel who will have access to any Together Personal Data and ensure that each member of such Personnel will have entered into an appropriate contractually-binding confidentiality undertaking that requires them to keep Together Personal Data confidential;
- 3.2.6 maintain any records which the Supplier and/or its Personnel are required to maintain in relation to Together Personal Data pursuant to the Data Protection Legislation; and
- 3.2.7 use reasonable endeavours to assist the Together Group to comply with its obligations under the Data Protection Legislation in relation to the Together Personal Data, including as to:
- (a) obligations relating to notifications required by the Data Protection Legislation to the ICO and/ or any relevant data subjects; and
- (b) undertaking any Data Protection Impact Assessments (and, where required by the Data Protection Legislation, consulting with the ICO in respect of any such Data Protection Impact Assessments).
- 3.3 Each of the Parties acknowledges and agrees that Appendix A (Data Processing Details) of this Schedule is an accurate description of the Data Processing Details.

- 3.4 The Supplier will notify Together promptly (and in any event, within twenty-four (24) hours) in writing, if the Supplier:
- 3.4.1 or any of its Personnel becomes aware of any: (i) actual or suspected, threatened or 'near miss' personal data breach (with a written particulars of the personal data breach); or (ii) breach of this Schedule; or (iii) breach of the Data Protection Legislation, whether committed by the Supplier or its Personnel;
 - 3.4.2 or any of its Personnel is required by any applicable law to act other than in accordance with any of Together's instructions given pursuant to **paragraph 3.2.1** of this Schedule, provided the Supplier is not prohibited from doing so by law; or
 - 3.4.3 considers, in the Supplier's opinion (acting reasonably), that any of Together's instructions given pursuant to **paragraph 3.2.1** of this Schedule infringes any of the Data Protection Legislation.
- 3.5 Where the Supplier gives (or should give) notice under **paragraph 3.4.1(i)** above, the Supplier shall also promptly implement any measures necessary to ensure the future security of Together Personal Data and assist Together to make any required notifications to a Regulator and/or relevant Data Subjects.
- 3.6 The Supplier will notify Together promptly (and in any event within forty-eight (48) hours) following its (or its Personnel's) receipt of any Data Subject Request or Regulatory Correspondence which relates to the affairs of any member of the Together Group and/or Together Personal Data (and at the same time provide copies of the same and reasonable details of the circumstances giving rise to the same). The Supplier shall (and shall procure that its Personnel shall): (i) save as required by law, not disclose any Together Personal Data in response to any Data Subject Request or Regulatory Correspondence without Together's prior written consent; and (ii) provide Together with all reasonable co-operation and assistance required by Together in relation to any such Data Subject Request or Regulatory Correspondence.
- 3.7 The Supplier shall not appoint a sub-contractor which may process Together Personal Data or disclose Together Personal Data to any third party (including a sub-contractor) in any circumstances (save as expressly permitted under the terms of this Schedule) without Together's prior written consent. The Supplier shall in any event be liable for the acts and omissions of any sub-contractor (of any tier) in relation to this Schedule (and such acts or omissions shall be deemed to be the Supplier's). The Supplier shall procure that the terms on which any sub-contractor (of any tier) is engaged (where such sub-contractor may process Together Personal Data) include terms which are substantially the same as, but no less onerous than, the terms of this Schedule.
- 3.8 The Supplier may not disclose Together Personal Data to any third party save as expressly permitted under the terms of this Schedule.
- 3.9 Subject to **paragraph 3.10**, the Supplier shall (and shall procure that its sub-contractors of any tier shall) promptly (and in any event within thirty (30) days) upon the earlier of:
- 3.9.1 termination or expiry of the Contract;
 - 3.9.2 the date on which Together Personal Data is no longer relevant to, or necessary for, the performance of the Supplier's service obligations pursuant to the Contract; and
 - 3.9.3 at Together's request,
- cease processing all Together Personal Data and at Together's request (and option) the Supplier shall (and shall procure that its sub-contractors of any tier shall): (i) return to Together all Together Personal Data, in a standard industry format and along with any information required to unencrypt the Together Personal Data; and/or (ii) permanently and securely destroy all Together Personal Data and all copies in its/their possession or control so that such data is no longer retrievable, and (in each case) the Supplier shall (if requested by Together) provide Together with a certificate signed by one of its authorised signatories confirming this has been done.
- 3.10 Notwithstanding **paragraph 3.9**, the Supplier (or its sub-contractors) shall be entitled to retain Together Personal Data: (i) to the extent required by law, (ii) in respect of prospective or actual legal claims; or (iii) in accordance with that Supplier's (or sub-contractor's) data retention policy (to the extent compliant with Data Protection Legislation and reasonable), provided that in so far as that Supplier (or sub-contractor) retains Together Personal Data under this **paragraph 3.10**, the Parties acknowledge that it is a controller in respect of such Together Personal Data.

4. Miscellaneous

- 4.1 The Supplier shall at Together's request (but no more frequently than annually) complete and submit (to Together's satisfaction, acting reasonably) a Data Protection Questionnaire. The Supplier shall maintain and comply with processes, procedures and arrangements in relation to its processing of Together Personal Data which are at least as robust and effective as the processes, procedures and arrangements set out in the Supplier's Data Protection Questionnaire most recently accepted by Together.
- 4.2 The Supplier shall indemnify on demand and keep indemnified Together and each member of the Together Group from and against:
- 4.2.1 any monetary penalties or fines levied by a Regulator on Together or the Together Group; and
 - 4.2.2 any and all other losses (excluding indirect and/or consequential losses),
- which Together or a member of Together Group may suffer or incur as a result of the Supplier's failure to comply with its obligations under this Schedule.

4.3 The provisions of this Schedule shall survive termination or expiry of the Contract for so long as the Supplier or any of its Personnel is processing Together Personal Data and/or Together or any of its Personnel is processing Supplier Personal Data.

**APPENDIX A TO
DATA PROTECTION SCHEDULE**

DATA PROCESSING DETAILS

Subject Matter <i>(i.e. to what services or product does the data processing relate?)</i>	The nature of the processing is the provision of the Services as defined in this Contract.
Duration <i>(i.e. how long will the Supplier process (and retain) the personal data?)</i>	Subject to paragraph 3.9 of the Data Protection Schedule, the processing will continue for as long as the Contract is in place.
Purpose <i>(i.e. what purpose does the processing of personal data serve? Why is the Supplier processing personal data?)</i>	The Supplier will support Together (i.e. the controller) by the provision of the Services as defined in this Contract.
Type of personal data involved <i>(i.e. what kind of data is Together providing the Supplier?)</i>	The Supplier will process the following kinds of personal data: Name, contact details, financial information and other personal data (including (but not limited to) special category data and criminal offence data)
Type of data subject involved <i>(i.e. whose data is Together providing the Supplier?)</i>	The Supplier will process information about the following data subjects: Prospective, current and/or former: Customers, staff, suppliers and/or mortgage intermediaries
Has Together consented to any sub-contracting by the Supplier of the processing of Together Personal Data?	No
Where Together has consented to any sub-contracting by the Supplier of the processing of Together Personal Data, the names of approved sub-contractors are:	N/A

5. Processing of Together Personal Data and Supplier Personal Data – independent controllers

5.1 To the extent that (in connection with the Contract) both Together and the Supplier are independent controllers of Together Personal Data and/or Supplier Personal Data, each Party shall comply with its obligations under the Data Protection Legislation and shall ensure that it makes due notification(s) to any relevant Regulator.

6. Processing of Together Personal Data and Supplier Personal Data – joint controllers

6.1 To the extent that (in connection with the Contract) both Together and the Supplier are joint controllers of Together Personal Data and/or Supplier Personal Data, the Parties agree that Article 26 of the GDPR requires that they must in a transparent manner determine their respective responsibilities for compliance with their obligations under GDPR. The tables below set out the Parties' agreed responsibilities in relation to any Together Personal Data and Supplier Personal Data where the Parties are joint controllers.

6.2 To the extent that Together Personal Data is transferred and/or made available to or for the Supplier and/or its Personnel by or on behalf of Together:

Together responsibilities	(i) Lawfulness, fairness and transparency (which includes, but is not limited to, collecting and managing consents); (ii) Purpose limitation; and (iii) Compliance with the rights of the data subject.
Supplier responsibilities (applicable only from receipt of Together)	(i) Data minimisation;

Personal Data and subject to the Together responsibilities set out above)	(ii) Accuracy (which includes, but is not limited to, ensuring that Personal Data is up-to-date following Data Subject Requests); and (iii) Storage minimisation/ retention.
Joint responsibilities	(i) The security of the personal data in its possession or control; and (ii) The restrictions on transfers of personal data to a country that is outside of the EEA and is not subject to an adequacy finding where that Party instructed the data transfer.

6.3 To the extent that Supplier Personal Data is transferred and/or made available to or for Together and/or its Personnel by or on behalf of the Supplier:

Together responsibilities (applicable only from receipt of Supplier Personal Data and subject to the Supplier responsibilities set out below)	(i) Data minimisation; (ii) Accuracy (which includes, but is not limited to, ensuring that Personal Data is up-to-date following Data Subject Requests); and (iii) Storage minimisation/ retention
Supplier responsibilities	(i) Lawfulness, fairness and transparency (which includes, but is not limited to, collecting and managing consents); (ii) Purpose limitation; and (iii) Compliance with the rights of the data subject.
Joint responsibilities	(i) The security of the personal Data in its possession or control; and (ii) The restrictions on transfers of personal data to a country that is outside of the EEA and is not subject to an adequacy finding where that Party instructed the data transfer.

6.4 Each Party shall comply with its obligations under the Data Protection Legislation and shall ensure that it makes due notification(s) to any relevant Regulator.

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