Ghost Digital and Data Limited

Non-Exclusive Value-Added Reseller Agreement

2020

## THIS VALUE-ADDED RESELLER AGREEMENT (“Agreement”) is made of the (date) (“Effective Date”) by and between

1. PARTIES
   1. Ghost Digital & Data Limited., a limited liability company incorporated in the United Kingdom (Company Registration No. 07773564), whose address is 1 Fleet Place London EC4M 7WS (GPS) and EC4M 7WS (Mail) hereinafter referred to as GD&D
   2. No name Reseller hereinafter referred to as VAR
2. RECITALS

WHEREAS

* 1. GD&D is in the business of developing software and wishes to sell its Products and Services that form part of the Product Catalogue (schedule A) from time to time and for which GD&D has rights to sell in the country in which the Products, software and Services are delivered or invoiced.
  2. GD&D wishes to commercially sell its Products and Services that form part of the Product Catalogue in the UK (“the territory”)
  3. VAR has experience of promoting and licensing corporate-type software solutions in Pakistan and desires that GD&D appoint VAR as its non-exclusive Value-Added Reseller of this software in the territory
  4. VAR desires to purchase additional services from GD&D, including customization services for its Products and Services that form part of the Product Catalogue
  5. The Parties desire to enter into a Value-Added Reseller/supplier relationship whereby GD&D shall appoint VAR as a non-exclusive Value-Added Reseller of the Software in the VAR Territory and a licensing arrangement whereby the sale proceeds from the sale of such Software shall be shared between the Parties.
  6. This Agreement sets forth the terms and conditions of such collaborative relationship under which VAR shall be the non-exclusive Value-Added Reseller in the VAR Territory for the Software listed under Schedule C, for sales and the manner in which the licensing proceeds from the sale of the Software shall be shared between GD&D and VAR and is intended to delineate the terms and conditions applicable to the software development, distribution and licensing aspects of such business relationship.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the foregoing premises, and mutual benefits, promises, conditions, understandings, covenants, agreements and undertakings herein contained, and intending to be legally bound hereby and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed by and between the Parties as follows:

1. SUBSTANTIVE AND OPERATIVE TERMS OF THE AGREEMENT

DEFINITIONS

In this agreement unless the context requires otherwise, the following words and expressions shall have the following meanings:

* 1. **‘Agreement’** means this Agreement as it may be amended from time to time in writing and signed by the authorized representatives of both the Parties and any schedules or annexures appended hereto, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the Parties.
  2. **‘Agreement Price’** means the consideration payable in accordance with Schedule ‘B’ by VAR to GD&D for the supply of the Services, which shall include software development charges and revenue generated from licensing fee.
  3. **‘End-User’** means a person licensed to use the Software under an End-User Licence
  4. **‘Equipment’** means all hardware, software (including operating systems) and allied equipment, which shall be required or used by GD&D to provide the Development Services.
  5. **‘EULA’** means End-User License Agreement as may be modified by GD&D in its absolute discretion from time to time.
  6. **‘Intellectual Property Rights’** means copyrights, patents, trademarks, patentable inventions, database rights, know-how, trade names, trade secrets and other proprietary and intellectual property rights of any nature which may arise in relation to the Software or any element or integral part thereof and/or as a consequence of the provision of the Development Services or any element of the Development Services.
  7. **Product Catalogue** means Product Catalogue that appears as Appendix XXXXX
  8. **‘Supplier’** means the manufacturer or manufacturer’s agent of the Software.
  9. **‘Supplier Technology’** means technology, systems, ideas, aids, methodologies, mechanisms and tools developed by GD&D for its own use and for the development of any software developed by it.
  10. **‘Quarter’** means such period of three calendar months or part thereof ending on 31 March, 30 June, 30 September or 31 December during the currency of this Agreement.
  11. **‘Rest of the World’** means all countries and territories excluding the Territory
  12. **‘Services’** means the services to be provided by GD&D to VAR under this Agreement.
  13. **‘Software’** means the computer readable programme/software application provided by GD&D. The term “Software” includes all modifications, enhancements and new releases of the computer programmes and manuals including instruction manuals, literature, logo(s) or other marks and/or written or computer readable material produced in respect of the same whether before or after the date of this Agreement.
  14. **‘Source Code’** means the source code of the Software.
  15. **‘Term’** means the period of time from the date of this Agreement until the date this Agreement is terminated by either Party in accordance with the termination provisions contained herein.
  16. **‘VAR’** means the Value-Added Reseller of the Software.
  17. **‘VAR Territory’** means the Territory as defined in Schedule C
  18. **‘VAR’** means the Value-added Reseller of the Software

1. TERM
   1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless earlier terminated as provided herein. The term of this Agreement shall automatically renew for one or more additional one (1) year periods (each such one-year period being referred to herein as a “Renewal Term”) upon expiration of the Initial Term or any Renewal Term, unless a written notice of non-renewal is communicated by one Party to the other at least ninety (90) calendar days prior to the expiration of the Initial Term or a particular Renewal Term, as the case may be. Neither Party shall be liable to the other for any termination of this Agreement in accordance with its terms or for any refusal to renew or to extend its term.
2. APPOINTMENT
   1. GD&D hereby appoints VAR as its non-exclusive Value-Added Reseller in the VAR Territory for the distribution, promotion, marketing and sale of the Software and the seeking of orders for the Software therein through VAR’s distribution channels in the VAR Territory and VAR hereby agrees to act in that capacity subject to the terms and conditions of this Agreement.
   2. GD&D shall be entitled to grant reseller rights of the Software to any other person, firm or company in the VAR Territory
   3. To avoid conflicts of interest, VAR shall not seek any orders or appoint any VAR for the Software outside the VAR Territory unless agreed in writing between the Parties.
   4. VAR is authorized to purchase licences for the software, including revisions and updates (“Software”) which operates on a Microsoft Platform and are listed in GD&D’s current price list (“Price List”) for resale to value added resellers (“VARs”) and End-Users located within the VAR Territory on a non-exclusive basis.
   5. GD&D grants to VAR a non-exclusive, non-assignable licence to:
      1. Evaluate the software in-house at no charge to the reseller
      2. Make copies of the documentation
      3. To make hard copies of the EULA so that the terms of the end user license agreement can be made available to VARs and End Users.
   6. VAR shall bring to the attention of the customer, the terms and conditions of the EULA and shall use reasonable business efforts to make end users fully conversant with the content.
   7. This Agreement does not grant to VAR exclusivity with respect to the marketing and sale of the Software in the Territory nor any reselling and distribution rights in the Rest of the World, unless agreed in writing between the parties post the date of signing this agreement
   8. VAR acknowledges and agrees that GD&D has retained for itself and/or granted to others the rights to distribute and sell the Software in the Rest of the World.
3. FINANCIAL PROVISIONS
   1. In consideration of the distribution obligations undertaken by VAR hereunder, GD&D agrees to the following financial provisions concerning the prices, payment terms, margins involved in the distribution of the Software:
      1. **Prices.** Prices for the Software are set forth in the Price List attached hereto as Schedule ‘B’. GD&D may, in its discretion, modify the Price List and discounts at any time, including changes to the Software and increase of prices, upon sixty (60) days prior written notice of the effective day of any such change. Price decreases shall be effective for orders placed prior to the effective date of said price decrease(s) for Software that is shipped on or after the effective date or such change. GD&D shall extend the current price for a period of ninety (90) days from the effective date of a price increase upon VAR providing written documentation to GD&D of all outstanding bids, within thirty (30) days of receipt of GD&D’s notice of changes in the Software prices or discounts.
      2. **Margins.** Margins are also set out in Schedule B
      3. **Payment Terms.** VAR shall pay GD&D the Prices for the relevant Software ordered less the applicable discount. All additional invoices issued by GD&D shall be paid by VAR within thirty (30) days of the date of their issuance. In addition, to any rights and remedies GD&D may have, where any sums (other than sums the subject of a bona tide dispute between the parties) have fallen due to GD&D and are unpaid by VAR in accordance with this Clause, GD&D shall be entitled to refuse to register any Software supplied by VAR until all outstanding sums are paid and any sums due shall bear interest from the due date until payment is received.
   2. **Taxes.** Prices in the Price List do not include any national, state or local sales, use, value added or other taxes, customs, duties or similar tariffs and fees that GD&D may be required to pay or collect upon the delivery of the Software or the collection of prices thereof. All such taxes or duties shall be paid by VAR to GD&D unless VAR provides GD&D with a valid certificate of exemption acceptable to the appropriate taxing or governmental authority.
4. PURCHASE ORDER PROCEDURE
   1. VAR shall only be authorized to resell licences for Software to End-Users provided a valid Purchase Order for each sale has been accepted by GD&D.
   2. All purchase orders for the Software shall be subject to acceptance by GD&D and any rejection, for whatever reason, shall be communicated by email to the VAR within 48 hours of receipt of purchase order. Each order for the Software shall, once accepted by GD&D, constitute a separate contract and any default by GD&D in respect of an order shall not affect this Agreement or any other orders placed under it. The terms and conditions of this Agreement shall supersede all inconsistent terms set forth in any purchase order unless signed by both Parties.
   3. VAR may cancel or reschedule any purchase order, without charge, by written notice to GD&D, provided that a full license key has not been generated against a PC Registration Key. In the latter case, it will be at GD&D’s discretion whether or not to accept such cancellation or rescheduling.
5. SALE OF THE SOFTWARE
   1. The Software shall be sold in the VAR Territory under GD&D’s trademarks and trade names only. GD&D shall retain all proprietary rights in and to the same, unless a separate white label agreement is agreed between the parties.
6. SPECIFICATION AND QUALITY CONTROL
   1. **Specification changes.** GD&D reserves the right to change the specifications of the software by written notice (including by email) to the VAR
   2. **Quality Assurance.** GD&D shall be responsible for ensuring that the Software meets GD&D’s internal quality assurance tests and procedures.
7. SALES MARKETING AND PROMOTION
   1. VAR agrees to devote its best efforts to maximize sales of and to aggressively market, promote, sell, support and otherwise create an increased demand for the Software to End-Users in the VAR Territory. VAR shall maintain and adequately train, on an on-going basis, a sufficient staff of qualified sales, marketing, technical and support personnel familiar with the applications, features, benefits, operation and configuration of the Software to effectively own the sale to the end user.
   2. VAR shall offer 1st line support for all products and services sold through this agreement
   3. GD&D shall provide user training to VARs to give the VARs every opportunity to configure the software themselves and charge for those services.
8. THE SOURCE CODE
   1. VAR shall not, unless otherwise agreed in writing with GD&D or for the purposes of performing this Agreement or as otherwise permitted by law:
      1. Adapt, modify, translate, decompile, disassemble, reverse-engineer or otherwise reduce to a human perceivable form any of the Software;
      2. Create derivative works based on any part of the Software;
      3. Attempt to reconstruct, unlock or discover any source code or underlying ideas in the Software.
9. WARRANTY

Warranties and Indemnities

GD&D warrants to the VAR that:

(a) GD&D has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

(b) GD&D will comply with all applicable legal and regulatory requirements applying to the exercise of GD&D's rights and the fulfilment of GD&D's obligations under this Agreement; and

(c) GD&D has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

GD&D warrants to the VAR that:

(a) the Software will conform in all material respects with the Software Specification;

(b) the Software will be free from any known Software Defects;

(c) the application of Updates and Upgrades to the Software by GD&D will not introduce any known Software Defects into the Software;

(d) the Software will incorporate security features reflecting the requirements of good industry practice.

GD&D warrants to the VAR that the Software, when used by the VAR in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.

GD&D warrants to the VAR that the Software, when used by the VAR in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person, and shall on demand indemnify the VAR from and against all Losses incurred by the VAR arising out of or in connection with any claim that the Software and/or the Services, or the use or provision of the Software and/or the Services, or any materials made available or licensed by GD&D under or in connection with this Agreement or used to provide the Software and/or the Services infringes the Intellectual Property Rights or any other rights of any third party.

If GD&D reasonably determines, or any third party alleges, that the use of the Software by the VAR in accordance with this Agreement infringes any person's Intellectual Property Rights, GD&D may at its own cost and expense:

(a) modify the Software/cloud services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the VAR the right to use the Software/cloud services in accordance with this Agreement.

The VAR warrants to GD&D that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

Acknowledgements and warranty limitations

The VAR acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, GD&D gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

The VAR acknowledges that complex software is never entirely free from security vulnerabilities, but GD&D accepts and confirms that it shall:

(a) provide the Software and the Services at all times in accordance with Good Industry Practice;

(b) adhere to the Industry Standards for Information Security Requirements at all times; and

(c) undertake ongoing security monitoring to ensure compliance with Industry Standards Information Security Requirements.

The VAR acknowledges that the Software is designed to be compatible only with those systems/services specified as compatible in the Software Specification; and GD&D does not warrant or represent that the Software will be compatible with any other software or systems.

The VAR acknowledges that GD&D will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software or cloud services; and, except to the extent expressly provided otherwise in this Agreement, GD&D does not warrant or represent that the Software/cloud services or the use of the Software/cloud services by the VAR will not give rise to any legal liability on the part of the VAR or any other person.

**13 SUPPORT SERVICES**

13.1 GD&D shall provide the Support Services to the VAR during the full term of the Agreement

13.2 GD&D shall enable the VAR to report Software related issues in accordance with its Freshdesk open source ticketing system. The process of raising a ticket shall be as follows:

13.3 The VAR shall email GD&D with details of the problem or challenge to

[support@ghost-digital.com.This](mailto:support@ghost-digital.com.This) distribution list includes one member of the board, the head of support and the relevant support team.

13.4 An automatic email shall be generated to confirm receipt of the VAR's request.

13. 5 Depending on the severity of the request, a support response shall be sent to the VAR within maximum 24 hours (or sooner if required under the VAR's SLA).

13,6 GD&D's support team may request remote access in on-premise deployment.

13.7 If SaaS deployment is activated, GD&D's shall the datacentre servers to assess the issue.

13.8 Once an issue is resolved, an email is generated by the support manager to update or close the case.

13.9 GD&D shall provide the Support Services with reasonable skill and care.

GD&D may suspend the provision of the Support Services if any amount due to be paid by the VAR to GD&D under this Agreement is overdue, and GD&D has given to the VAR at least 45 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

1. TRAINING
   1. VAR shall make every effort to provide end user training on the products so that the VARs are able to install the Software on End-User sites or to employ the professional services of GD&D.
   2. VAR shall provide remote support to end users. In the case where GD&D is directly involved this may be chargeable.
   3. GD&D shall not be liable for any problems arising out of any acts or omissions of VARs who have not acquired adequate installation skills for the Software.
   4. VAR shall have a sufficient number of sales and technical staff (at least 2) available for GD&D to train.
2. PROMOTION PUBLICITY AND PRESS RELEASES
   1. GD&D authorizes VAR to refer, in VAR’s online, print or other advertising and promotional materials, to the fact that the Software is accessible through VAR and/or that VAR is a Value-Added Reseller of the Software.
   2. Neither Party shall publicize the terms or the existence of this Agreement to any third party without prior written consent from the other Party after that Party’s review and approval of the form and content of any publicity release or other press announcement. GD&D shall not imply or state to any person or entity that it is sponsored by, funded by, or in any way associated with VAR other than as authorized by VAR pursuant to this Agreement. Similarly, VAR shall not imply or state to any person or entity that it is sponsored by, funded by, or in any way associated with GD&D other than as authorized by GD&D pursuant to this Agreement.
3. VAR’s WARRANTIES DUTIES AND OBLIGATIONS
   1. VAR shall use its best endeavours to promote and to seek orders for the Software in the VAR Territory and generally to assist GD&D in the commercial exploitation of the Software in the VAR Territory.
   2. VAR shall perform its duties hereunder with reasonable care and skill and to the best of its abilities and maintain good relations with GD&D, VARs, End-Users and potential End-Users in the VAR Territory with sound commercial principles.
   3. Subject as provided in this Agreement, VAR shall perform its duties hereunder at its own cost and expense and in such manner as it may think fit.
   4. VAR shall promptly notify GD&D of all orders for the Software, which it receives from End-Users in the VAR Territory.
   5. VAR shall maintain records of potential End-Users in the VAR Territory and shall, at the request of GD&D, supply it with a copy of such records.
   6. VAR shall inform GD&D of all laws and regulations in the VAR Territory from time to time that are applicable to the Software and this Agreement and shall forthwith notify GD&D if it becomes aware that the arrangements contemplated by this Agreement are or may be in breach of any such laws or regulations.
   7. VAR shall collect all monies associated with purchases of Software from end users and shall provide GD&D its share of the collected proceeds in accordance with Clause 6.1.3 above.
   8. VAR may provide GD&D a trouble report identifying any problems believed by VAR to be caused by errors in the Software via the GD&D ticketing system as in clause 13
   9. VAR shall from time to time keep GD&D informed of VAR’s promotional and marketing activities in respect of the Software.
   10. VAR shall keep GD&D informed of conditions in the market for the Software in the VAR Territory and of competing software and the activities of GD&D’s competitors in the VAR Territory.
   11. VAR shall inform GD&D forthwith:
       1. of any complaint concerning the Software, which is received by VAR;
       2. of an actual or suspected breach by an End-User of the terms and conditions of its EULA;
       3. of any matters likely to be relevant in relation to the distribution, use or maintenance of the Software in the VAR Territory.
   12. VAR shall not:
       1. be entitled to license or to enter into any contracts for the licensing of the Software on behalf of GD&D or to bind GD&D in any way;
       2. hold itself out or permit any person to hold itself out as being authorized to bind the Principal in any way;
       3. do any act which might reasonably create the impression that it is authorized to do any of the acts referred to in the aforesaid clauses;
       4. engage in any conduct, which, in the reasonable opinion of GD&Ds, is prejudicial to GD&D’s business or the commercial exploitation of the Software; or
       5. be concerned or interested either directly or indirectly in the development, promotion, licensing or distribution of any computer software which competes with the Software in the VAR Territory, unless that Computer software precedes the date of this agreement or with the consent of GD&D should this arrangement occur after the date of this agreement.
       6. All distribution of the Software in the VAR Territory shall be made on the terms and conditions of the EULA.
       7. VAR shall bring to the notice of all potential End-Users in the VAR Territory the terms and conditions of the End-User License.
       8. VAR shall not make or give any warranties, guarantees or representations concerning the Software other than those contained in the End-User License or in this agreement.
       9. VAR shall use all reasonable endeavours to provide GD&D with such information, cooperation and assistance as GD&D may reasonably require on reasonable notice for the purposes of performing its obligations under this Agreement.
       10. VAR shall make timely payments to GD&D of any dues under this Agreement.
       11. If VAR does not fulfil its responsibilities and obligations under this Agreement and GD&D thereby incurs losses to which it would not otherwise be liable due to any law or any order, regulation or bye-law having the force of law, the amount of such properly incurred losses shall be reimbursed by VAR to GD&D.
       12. VAR must provide written reports identifying any problems it believes to be caused by errors in the software;
       13. VAR agrees not to take part in developing, marketing or distributing any product/software which is like the Software or which would compete with the Software, unless agreed in writing between the Parties.
       14. VAR shall use reasonable care and skill in the exercise of its obligations under this Agreement.
4. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT
   1. All intellectual property rights in the Software shall remain at all times the exclusive property of GD&D.
   2. This Agreement does not constitute a sale of the Software and, except as expressly provided in this Agreement, no rights or licences, express or implied, are hereby granted by GD&D to VAR, VARs or End-Users.
   3. Nothing in this Agreement shall give VAR any rights in respect of the Intellectual Property of GD&D and VAR hereby acknowledges that it does not and shall not acquire any rights in respect thereof and that all such Intellectual Property is and shall remain vested in GD&D.
   4. GD&D shall defend, indemnify and hold VAR harmless against any claim made or action brought against VAR alleging that any Software infringes any patent, copyright, trademark, trade secret or other valid intellectual property right, and shall pay any costs and damages awarded against VAR in any action attributable to such claim. VAR shall promptly notify GD&D in writing of the claim. GD&D’s obligations hereunder are subject to the conditions that: (a) GD&D retains sole control of the defence and settlement of the claim; and (b) should any Software become, or in GD&D’s opinion, is likely to become, the subject of any such claim, VAR permits GD&D, at GD&D’s sole option, to procure for VAR, its VARs and End-Users the right to continue using or distributing the Software, to replace or modify it so that it becomes non-infringing or to withdraw the Software and grant VAR a credit for such Software of the amount paid by VAR to GD&D for the Software less any credits or allowances issued, or if VAR used the Software as depreciated on a three-year, straight line basis, and accept its return. GD&D shall have no liability to VAR with respect to any claim that is based upon or results from the combination of the Software with equipment, device, firmware or software not furnished by GD&D, any modification of Software by VAR, or if VAR used the Software, VAR’s failure to install or have installed changes or revisions or updates in accordance with GD&D’s instructions.
   5. VAR shall promptly and fully notify GD&D of:
      1. any actual or threatened or suspected infringement in the VAR Territory of any Intellectual Property of GD&D, which comes to the notice of VAR; and
      2. any claim by any third party coming to its notice that the promotion or distribution of the Software in the VAR Territory infringes the rights of any other person.
      3. VAR shall, at the request and expense of GD&D, do all such things as may be reasonably required to assist GD&D in taking or resisting any legal proceedings in relation to any infringement or claim referred to hereinbefore.
5. CONFIDENTIAL AND PROPRIETARY INFORMATION
   1. Each party acknowledges that during the course of performing its obligations hereunder, it shall receive information that is confidential and proprietary to the other party. Each party agrees not to disclose or use such information except in performance of this Agreement and only to employees on a need to know basis. Each party shall maintain reasonable Internal procedures, including appropriate agreements with employees and authorized third parties, to protect the Confidential and Proprietary Information, as defined herein, as required by this Agreement. Each party agrees not to disclose such information to third parties unless required by law to do so; provided however, that each party agrees to promptly notify the other party of any subpoena or court order compelling disclosure. “Confidential and Proprietary Information” herein includes, without limitation, diagnostics, the Software, all documentation for Software, other user manuals, as well as electronically and visually transmitted printed materials and information disclosed because of this Agreement by VAR or GD&D to one another, such as new products information, marketing information, financial and technical data. Confidential and Proprietary Information herein does not include information that is (i) rightfully in the receiving party’s possession prior to receipt from the disclosing party, (ii) a matter of public knowledge through no fault of the receiving party, (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party’s Confidential and Proprietary Information.
6. TRADE MARKS AND TRADE NAMES
   1. **Use of Trade Marks**. In the advertising, promotion, demonstration and supply of the Software, VAR agrees to use GD&D’s trade names, logos and trademarks (collectively referred to as “Trade Marks) as reasonably Instructed by GD&D during the term of the Agreement, including as to the manner of use. For this purpose, GD&D grants VAR a non-exclusive, royalty-free, limited license to use GD&Ds Trade Marks in the Territory in relation to the advertising, promotion, demonstration and supply of the Software, provided that VAR conforms to GD&D’s requirements. VAR shall not make or permit the removal or modification of any Trade Marks or tags, proprietary notices, labels, or other identifying marks placed by GD&D or its agents on the Software or associated literature and shall apply no other trade or brand name or mark to the Software.
   2. **Rights to Trade Marks.** VAR acknowledges that GD&D is the exclusive owner of all intellectual property rights In the Trade Marks (and any goodwill relating to the Trade Marks arising from use of the Trade Marks on or in relation to the Software) and the use of the Trade Marks by VAR does not convey to VAR any right, title or interest in or to the Trade Marks. VAR has no claim or right in the Trade Marks, service marks, or trade names owned, used or claimed now or in the future by GD&D. VAR shall not use the Trade Marks In any way nor do any act which might endanger the validity of any of the Trade Marks provided that nothing contained in this Agreement shall prevent VAR from seeking a declaration or otherwise asserting that any of the Trade Marks is invalid (provided that the grounds for such declaration or other such assertion shall not be the breach by VAR of any of the terms contained herein). VAR shall promptly notify GD&D of any actual, threatened, or suspected infringement of the Trade Marks which comes to VARs notice. GD&D reserves the right to require VAR to cease to use the Trade Marks concerned.
7. INDEMNIFICATION
   1. GD&D shall indemnify, defend and hold VAR harmless against all proceedings, claims, losses, liabilities, damages, expenses (including reasonable attorney’s fees and costs), arising out of or resulting from the Software or this Agreement for bodily injury and physical property damage (other than damage to the Software), that is caused by any negligent or intentional act or omission of GD&D or a of its employees, agents, contractors or representatives.
   2. VAR shall indemnify, defend and hold harmless GD&D against all proceedings, claims, losses, liabilities, damages, expenses (including reasonable attorney’s fees and costs), which may be incurred or suffered by or threatened against GD&D as a result of VAR’s negligence, failure to act in accordance with GD&D’s reasonable instructions, breach or alleged breach by VAR of any of the provisions of this Agreement or any order for the Software or any claim made in respect of the Software supplied under the Agreement except to the extent due to a breach of warranty given by GD&D under the EULA.

21 Termination

Either party may terminate this Agreement upon written notice:

(a) in the case of a material breach that is capable of remedy, if the Party in breach fails to remedy that breach within thirty (30) days from the date on which the Party received written notice from the other requiring it to be remedied;

(b) if either Party persistently breaches this Agreement where such breaches in the aggregate are material and that Party fails to remedy such persistent breaches within thirty (30) days from the date on which that Party received written notice from the other requiring them to be remedied; or

(c) immediately if either Party commits any material breach which is not capable of remedy.

Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d) if either party's total liability to the other arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, exceeds the value of the limitations of liability set out in Clause 16 (Limitation).

18.3 The Parties may individually, at their own discretion, terminate any mutually agreed Extended Term by ninety (90) days' written notice to the other Party, effective immediately upon receipt of the notice.

Effects of termination

Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.11, 8, 9, 11.2, 11.4, 12, 13, 16, 19 and 22 XXXXXXXXXXXXXXXXXXXXXXX.

Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

Upon the termination of this Agreement for any reason:

VAR shall cease to promote the Software and to solicit End-Users for the Software and shall no longer hold itself out as an authorised Value-Added Reseller of the Software;

VAR shall, within 30 days, send to GD&D or otherwise dispose of in accordance with GD&D’s directions materials including software specified by GD&D and any Confidential and Proprietary Information of GD&D whether held electronically or otherwise and all advertising, promotional or sales material or evaluation and demonstration copies relating to the Software then in the possession or control of VAR;

VAR shall notify GD&D of all outstanding orders for the Software;

VAR shall advise all end users of GD&Ds contact details so that GD&D becomes the principal in the forward arrangements between GD&D and the end user.

GD&D agrees to repurchase from VAR any unsold Software for which it has forward paid on the effective date of the termination. The repurchase price shall be the price paid by VAR for the Software less any credits and allowances.

Upon termination of this Agreement for breach by VAR all amounts invoiced to VAR by GD&D (whether before or after termination and whether they have fallen due or not) for the Software and any services provided shall be payable immediately less any sums due by GD&D.

Notices

Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause xxxxxxxxxxxxxxxxx):

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received upon delivery, providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

The Provider's contact detail for notices under this Clause 20 is Ghost Digital and Data Limited, 1 Fleet Place, London, EC4M 7WS.

The Customer’s contact detail for notices under this Clause 21 is

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The addressee and contact details set out in this clause may be updated from time to time by a party giving written notice of the update to the other party.

# GENERAL PROVISIONS & SUPPORTING CLAUSES

1. **Agreement to include schedules.** References to this Agreement shall include any attached schedules, annexures, appendices or exhibits, which are hereby incorporated and made an integral, indivisible and substantive part of this Agreement for all intents and purposes. However, nothing contained in any attachment shall override anything contained in the main body of this Agreement and vice versa.
2. **Cognisance of Legal Implications.** The Parties acknowledges that they have read this Agreement thoroughly and entirely and they understand and agree to be bound by its terms. The Parties also warrant that they are entering into this Agreement of their own free shall and volition and with the intention of creating legal relations between themselves as well as mutual rights and obligations towards each other and have obtained the advice of their legal advisors before and at the time of entering into this Agreement and understand and are fully cognizant of the binding legal nature of this Agreement and warrant that they shall not subsequently claim that they were not aware of the legal and contractual ramifications or consequences of this Agreement, whatever they may be.
3. **Authorisations 1:** The Parties respectively represent and warrant that they are free and have full right, power and authority to enter into this Agreement and perform all of their obligations hereunder and that they are under no legal impediment which would prevent their signing this Agreement or consummating the same.
4. **Authorisations 2:** All authorizations required or desirable in connection with the entry into, performance, validity and enforceability of, and of the transactions contemplated by, this Agreement have been obtained or effected and are in full force and effect.
5. **Authorisations 3:** The Parties shall furnish or cause to be furnished to each other, sufficient evidence of the authority of the persons who shall sign and execute this Agreement or who shall, on behalf of the Parties, take any other action or execute any other documents required or permitted to be taken or executed by the Parties under this Agreement.
6. **Overriding Effect**: If there is any inconsistency between the provisions of this Agreement and any other agreement, deed, understanding or document at the time of the execution of this Agreement, then, as between the Parties, the provisions of this Agreement shall prevail.
7. **Due Diligence:** The parties shall
   1. in good faith, proceed to expedite the completion of any further, required and necessary action(s) as mentioned hereinabove and generally use their best endeavours to fulfil the aims and objectives of this Agreement;
   2. fulfil and satisfy all legal requirements as may be necessary for the proper and effective execution of the terms contained in this Agreement;
   3. respectively sign and execute all such other documents and do all such acts, deeds and things as the Parties shall reasonably require for completely effectuating this Agreement, and each Party shall bear its own costs, if any, in connection therewith;
   4. make available with all care and diligence their resources and skills for the fulfilment of their respective responsibilities under this Agreement.
8. **Entire Understanding & Conclusive Nature of Agreement.** This Agreement constitutes the complete agreement and sets out the entire understanding concerning the arrangement between the Parties on the subject matter hereof and shall, as of the effective date hereof, supersede all prior agreement(s) or understanding(s) between the Parties as well as all other communications, representations, promises, proposals, oral or written, negotiations, conversations, or discussions between or among the Parties relating to the subject matter of this Agreement and all past dealings or industry customs and all previous and other agreements, representations, warranties and terms (whether in writing or not) between the Parties. The Parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the Parties acknowledge that they have relied on their own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with its dealings with the other.
9. **Assignment.** Neither Party shall assign, transfer or delegate their rights or obligations under this Agreement to any third party without the prior written consent of the other Party. The Parties shall not, without the written consent of each other, assign, transfer, sublicense or delegate any obligations, rights, interests or benefits under this Agreement or make any sub-contract with any person or persons of the execution of any part of the project. Any such consent shall not relieve the Parties from their mutual obligations towards one another under this Agreement.
10. **Survivability, Severability & Continuation in Force.** Each clause/paragraph of this Agreement shall be and remain separate from, independent of and severable from all and any other clauses/paragraphs herein except where otherwise indicated by the context of the Agreement. If, for any reason, any provision of this Agreement or any portion thereof is held or determined to be invalid, void, unenforceable or contrary to the law, all other provisions of this Agreement or any portion thereof shall be deemed to be severable and shall remain in full force and effect and enforceable as if such invalid, unenforceable or illegal provision had never been included, but to the extent that such does not create an absurdity**.**
11. Relationship of Parties:
    1. For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors.
    2. Nothing in this Agreement shall be construed to create a relationship of agency, partnership, joint venture, franchise, employment or other formal business entity or fiduciary relationship between the Parties.
    3. Neither Party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.
    4. Neither Party shall have the power to bind the other vis-à-vis any third parties in any manner whatsoever or to incur any obligation on the others behalf or to represent itself as the others agent or in any way which might result in confusion as to the fact that the parties are separate and distinct entities.
12. Third Parties
    1. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, natural or artificial, other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.
    2. A person, natural or artificial, that is not a party to this Agreement, may not enforce any of its terms.
    3. The Parties agree that the procedures set forth herein shall be the exclusive means for resolving any claim, dispute, or controversy arising from or relating to this Agreement, whether sounding in contract, tort, equity, or otherwise, including any dispute over the validity and/or scope of this Clause or of any other aspect of this Agreement.
13. DISPUTE RESOLUTION
    1. If any claim, dispute or controversy arises between the Parties in connection with or arising out of this Agreement and/or the transactions contemplated therein or otherwise relating to or concerning the rights and liabilities of the Parties hereunder, the Parties undertake to use all reasonable endeavours, in good faith, to settle such dispute or difference by negotiation and, if negotiations fail, then through mediation. The Party initiating the negotiation or mediation shall notify the other Party in writing of its desire to initiate negotiations or mediation, as the case may be. The nature of the alleged difference or dispute shall be mentioned in any such notice.
    2. The period within which negotiations are to be allowed, held and concluded shall not be more than thirty (30) days and the period within which mediation is to be allowed, held and concluded shall not be more than an additional thirty (30) days. The aforementioned periods shall be calculated from the date of receipt of the notice by the Party under Clause 28.2. The Parties may, by mutual agreement in writing, waive the timelines permitted under this Clause and proceed directly to mediation or arbitration, as the case may be. The Parties may also, by mutual consent in writing, vary the length of the timelines permitted under this Clause.
    3. If the Parties are unable to settle the dispute or difference by negotiation or mediation and the timelines provided in Clause 28.3 above lapse, then such dispute or difference shall be referred to arbitration within thirty (30) days from the receipt of a written notice by either Party demanding arbitration.
    4. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of England and Wales. In the event of any dispute, question or difference of opinion between Client and GD&D arising out of or under this Agreement (a “Dispute”), a Party may give to the other Party a notice (“Dispute Notice”) specifying the Dispute and requiring its resolution under this Clause 15. If the Dispute is not resolved within seven (7) days after a Dispute Notice is given to the other Party, each Party must nominate one representative from its senior management to resolve the Dispute (each, a ‘Dispute Representative’). If the Dispute is not resolved within thirty (30) days of the Dispute being referred to the respective Dispute Representatives it shall be referred to arbitration, with the following to apply: Any Dispute between the Parties shall be referred to and finally resolved by binding arbitration held in London, UK at the Chartered Institute of Arbitrators (CIArb) under the CIArb Arbitration Rules in effect at the time such Dispute is submitted. The language to be used in the arbitration proceedings shall be English. The arbitration award shall be final and binding on the Parties to the Dispute and such Parties agree to be bound thereby and to act accordingly. The content, existence and award of any arbitral proceedings hereunder shall be Confidential. The costs of arbitration and reasonable legal fees shall be borne by the losing Party, unless otherwise determined by the arbitration award.
    5. In the event of any dispute arising between the Parties being referred to arbitration, the arbitration shall be concluded within thirty (30) days from the date of appointment of the arbitrator and the decision of the arbitrators (or the umpire), as the case may be, shall be final and binding on the Parties.
    6. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award, and an explanation of the reasons for the award.
    7. The arbitrators shall have authority to award any remedy or relief that a civil court in England and Wales could grant in conformity to applicable law, except that the arbitrator shall have no authority to award lawyers’ fees or punitive damages.
    8. All arbitration proceedings shall be confidential. Neither Party shall disclose any information about the evidence produced by the other Party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority. Judgment upon the award rendered by the arbitrators may be entered in any court in England and Wales.
    9. For the purposes of arbitration, the Legal Seat shall be England and Wales
    10. The arbitration mechanism provided in this Agreement shall not prevent any Party from obtaining any temporary injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations for which such Party may obtain provisional relief pending a decision on the merits by the arbitrator. For such purpose, both Parties hereby consent to the jurisdiction of a Court in England and Wales.
14. FORCE MAJEUR
    1. Neither Party shall be liable to the other for any loss or damage whatsoever arising from its failure to perform or delay in performing any of its obligations in this Agreement (other than payment or any accrued obligation for the payment of money) when such failure or delay is by reason of force majeure, that is, circumstances beyond the reasonable control of such Party.

**Explanation:** For the purposes of the Clause below, “force majeure” means and includes accident, bad weather, power failure, strike, lockout, riot, protest, delay by a third party, unforeseen problems with transport, blockade, revolution, civil strife and commotion, fire, natural disaster, flood, earthquake, explosion, epidemic, insurrection, war or warlike conditions, terrorism or threat of terrorism, embargo, act of God, actions of governments or governmental agencies, compliance with any law, regulation or other governmental order, whether or not valid, or other similar causes beyond the control of the Party effected.

* 1. The Party claiming to be so affected shall give notice to the other Party promptly after it learns of the occurrence of a force majeure event and of the adverse results thereof. Such notice shall set forth the nature and extent of the event. The delay or failure shall not be excused unless such notice is so given.
  2. Such failure or delay shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented by reason of such failure or delay.
  3. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement if the other Party is unable to perform any or all of its obligations hereunder for a period of six (6) months by reason of such force majeure event as if the date of termination were the date set forth herein as the expiration date hereof.

1. INDEMNITY
   1. Each Party shall be liable for, and shall indemnify the other Party for and against any liability, claim, demand, action, cost, expense, damage, loss, injury, claim or proceedings whatsoever (including legal and other professional fees and expenses) awarded against or incurred or paid by one Party including loss of profits or business opportunity as a result of or in connection with any injury or damage whatsoever to any property where such injury or damage arises out of or in the course of or by reason of the performance of work or arising out of any breach by the other Party of its obligations under this Agreement or the breach of any of the terms of this Agreement provided that it is due to the negligence, recklessness, dishonesty, breach of duty, or omission or default of the other Party.
   2. Each Party shall fully indemnify both or either of the other two Parties against the infringement of intellectual property rights of third parties.
2. LIMITED LIABILITY
   1. Notwithstanding anything to the contrary in this Agreement or otherwise, neither Party shall be liable for any damages – direct or indirect, incidental or consequential, special or punitive – suffered by the other in connection with or arising out of this Agreement or the termination thereof, under any legal or equitable theory of law, including damages for loss of profits or business opportunity, or injury to business reputation. Liability is capped to the sales value of the software.
3. NO WAIVER
   1. Any failure or delay by either Party to exercise, enforce or demand its rights under this Agreement at any time for any period or to insist upon the strict performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not operate or be construed as a waiver or relinquishment of the concerned Party’s right to enforce strict performance thereof, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder. Either Party may at any later time demand strict and complete performance by the other Party of the Agreement.
4. MODIFICATIONS
   1. No amendments, additions, changes, modifications, alterations or waivers in respect of this Agreement or additional obligations assumed by either Party in connection with this Agreement or any right, remedy or other term under this Agreement shall be effective, valid or binding on the Parties unless evidenced in writing and signed by each of the Parties or on behalf the Parties by their duly authorized representatives.
5. NOTICES
   1. Any notice or other communication required to be served under this Agreement or given in connection with it, shall be in writing and signed by the Party giving such notice and delivered in the manner and form prescribed herein below.
   2. Any notice required to be served hereunder shall be deemed to have been duly and sufficiently served if either delivered through registered post or a reputable courier service at the respective addresses of the Parties given above and in such a case it shall be deemed (whether it is actually or not) to have been received at the time when such registered post or courier would, in the normal and ordinary course, be delivered to the Party to be served.
   3. Either Party may change its address for notice at any time, by giving notice, in writing, to the other Party pursuant to the provisions of this Agreement.
6. EXPENSES
   1. Each Party shall be responsible for all expenses, including lawyers’ and accountants’ fees and costs, incurred by it in relation to the negotiation, drafting and review of this Agreement, and to the fulfilment of its obligations as set forth in this Agreement, provided that the costs of execution, engrossing and stamping of this Agreement shall be shared by the Parties in equal proportion.

# RULES OF CONSTRUCTION & INTERPRETATION

1. CONSTRUCTION
   1. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. If, for any reason, any words or phrases in this Agreement are stricken out or otherwise eliminated, or whether or not any other words or phrases are added, this Agreement shall be construed as if those words or phrases were never included in this Agreement, and no implication or inference shall be drawn from the fact that the words or phrases were so stricken out or otherwise eliminated.
2. WORDS
   1. The words, nouns, pronouns, etc. used in the singular, wherever the context so permits, shall also mean plural and vice versa.
3. GENDER
   1. Any references to gender used in the masculine, wherever the context so permits, shall also mean feminine and vice versa.
4. PREAMBLES/RECITALS
   1. The Preamble/Recitals hereto shall be deemed an integral and indivisible part of this Agreement.
5. HEADINGS
   1. All headings to the paragraphs herein contained are provided for convenience and ease of reference only and shall not affect the construction or interpretation of any of the terms hereof.
6. IMPLIED TERMS
   1. For the avoidance of doubt, all express terms contained herein shall prevail over any terms implied by law.
7. REFERNCE TO PARTIES
   1. References herein to any “Clause”, “Party” or “Parties” shall be construed as references to clauses (and their sub-clauses) and Parties herein.
8. AGREEMENT IN DUPLICATE
   1. This Agreement has been prepared in duplicate, each Party shall retain one copy of the Contract, and the same shall be treated as original for all intents and purposes.

**IN WITNESS WHEREOF** the parties by their duly authorised representatives have executed this Agreement as of the effective date.

|  |  |  |
| --- | --- | --- |
| **Signed on behalf of XXXXXXXXXXXXXX** |  | **Signed on behalf Of Ghost Digital and Data Ltd** |
| (Signature)    (Name)    (Title)    (Date) |  | (Signature)    (Name)    (Title)    (Date) |

Schedule A

G&V Product Catalogue Intermediary Standard as an attachment

Schedule B

Pricing

In this schedule we are recommending an end user price, <https://www.ghost-digital.com/GandV/> see for up-to-date pricing but the reseller is not bound by it. The Value-added Reseller is however bound by the purchase price set by the figures below unless a variation is agreed in writing.

End User Price VAR Buy Price

Recommended Reseller margin is 30% of end user price.

**Schedule C**

**Sales Territory**

Territory means

Marsh – General comments

I think I have covered everything but needs careful checking for content. Have given up trying to re-format and re-number – unfortunately beyond my word skills!!

DATA Section

We need to discuss this section – not sure whether by this contract we should be ensuring that the VAR is Data Protection and GDPR compliant with their clients. I could easily change this section to reflect the need for the VAR to be compliant if necessary.

"**Customer Personal Data**" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding data with respect to which the Provider is a data controller;

"**Data Protection Laws**" means:

(a) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**");

(b) the Data Protection Act 2018;

(c) in the United Kingdom, the GDPR as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018;

(d) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003);

(e) any binding guidance, directions, decisions, determinations, codes of practice, orders, notices or demands issued by any supervisory authority or other competent authority;

(f) any other applicable data privacy or data protection laws or regulations; and

(g) any associated binding judgments of any competent tribunal, regulatory body, or court of law,

each as applicable and as amended, supplemented, substituted or replaced from time to time ;

Data protection

**13.1** The Provider shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data and shall process this data pursuant to this Agreement and on documented instructions of the Customer including with regard to transfers of Customer Personal Data to a third country or an international organisation, unless the Provider is required to do so by Union or Member State law to which the Provider is subject; in such a case, the Provider shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

**13.**2 The Provider shall immediately inform the Customer if, in its opinion, a processing instruction infringes Data Protection Laws.

**13.2** The Customer has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

**13.3** The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

**13.4** The Provider shall implement appropriate technical and organisational measures taking into account state of the art technology, the costs for applying the measures and the nature of the data to be protected and the potential risks, to ensure an appropriate level of security for and protection of Customer Personal Data against accidental or unlawful destruction, accidental loss, and the alteration of, or access to, and any other unauthorised processing of it.

**13.5** The Provider shall, at the choice of the Customer, without undue delay but not later than within 30 days of receiving such request, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall promptly delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

**13.6** The Provider shall not engage another processor without the Customer’s prior specific written authorisation; in the event of such authorised sub-processing, the Provider undertakes to enter into a written agreement with the other processor, in which the same obligations are imposed on the other processor as are imposed on the Provider by the Customer in this Agreement;

**13.7** Where that other processor fails to fulfil its data protection obligations, the Provider shall remain fully liable to the Customer for the performance of that other processor's obligations.

**13.8** The Provider shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the Customer’s obligation to respond to requests for exercising the data subject's rights;

**13.9** The Provider shall assist the Customer in ensuring compliance with the obligation to report a data breach, or to conduct a data protection impact assessment, or prior consultation, pursuant to the GDPR, taking into account the nature of processing and the information available to it;

**13.10** The Provider shall make available to the Customer all information necessary to demonstrate compliance with the obligations as a processor and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. The Customer’s right to audit shall be subject to giving the Provider at least (2) weeks prior written notice of any such audit,;

**13.11** The Provider shall confer upon the relevant data subject, the unrestricted right to obtain effective administrative or judicial redress, and to claim compensation in the EU or the relevant country, in the event the Provider loses, or permits unauthorised access to, or destruction of their personal data;

**13.12** The Provider shall inform the Customer without undue delay if, it loses, or permits unauthorised access to, or destruction of any confidential and/or personal data or in any other way contributes to or experiences a Breach of Customer Personal Data provided to it in relation to this Agreement.

**13.13** If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavors promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

**13.14** The subject matter, duration, nature, purposes, types of personal data and categories of data subjects affected by the processing of Customer Personal Data by the Provider are laid down in Schedule 4 (Data Processing Details) to the Agreement, which forms an integral part of this Agreement.