

DATED

AUDIT RECOVERY PROJECT AGREEMENT

between

FISCAL TECHNOLOGIES LTD

and

[]

This Audit Recovery Project Agreement is dated

THIS AUDIT RECOVERY PROJECT AGREEMENT is made **BETWEEN:**

- (1) [] a company registered in England and Wales with registration number [] and having its registered office at [] (the “**Company**”); and
- (2) **FISCAL Technologies Ltd** a company registered in England and Wales with registration number 4801836 and having its registered office at 448 Basingstoke Road, Reading, Berkshire, RG2 0LP (“**FISCAL**”).

NOW IT IS AGREED as follows:

1 Definitions

1.1 In this Agreement:

‘**Additional Services**’ means, any services provided by FISCAL to the Company to be considered in the sole and absolute discretion of FISCAL to be in excess of the work stipulated as the Services;

‘**Company Data**’ means full and complete transactional data, including information pertaining to credits, reversals and any other adjustments covering from [DATE] to present together with the master supplier file data containing all suppliers that have been engaged since the start of that period.

‘**Company Systems**’ means the systems of the Company including but not limited to:

- a) the ERP system;
- b) complete, active master supplier file which includes all/any supplier contact information;
- c) general ledger;
- d) unallocated cash file;
- e) accounts receivable ledger;
- f) banking records and live banking portal; and

Commented [BB1]: Insert Start Date of the data period being requested

- g) any other applicable sources of corrections, credits or adjustments, not held in the ERP System or other systems listed in b) to f) above.

'Confidential Information' means the trade secrets and other information which both parties regard as confidential including all knowledge and information relating to clients or customers of both the Company and FISCAL, prospective clients or customers, business, organisation, finances, processes, specifications and technology in relation to both the Company and FISCAL including but not limited to:

- (a) financial information management accounts, sales forecasts, dividend forecasts, profit and loss accounts and balance sheets, draft accounts, results, order schedules, profit margins, pricing strategies and other information regarding the performance or future performance of either party;
- (b) client or customer lists and contact lists, details of the terms of business with, the fees and commissions charged to or by and the requirements of clients or customers, prospective clients or customers, buyers and suppliers of either party;
- (c) any information relating to expansion plans, business strategy, marketing plans and presentations, tenders, projects, joint ventures or acquisitions and developments contemplated, offered or undertaken by either party;
- (d) details of either parties, employees, officers and workers their skills and capabilities and of the remuneration and benefits paid to them;
- (e) confidential reports or research commissioned by either party and any trade secrets or confidential transactions of either party; and
- (f) any information which either party ought reasonably to know is confidential and any information which has been given to either party in confidence by agents, buyers, clients, consultants, suppliers or others.

‘Data Protection Laws’ means (i) General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018; (ii) Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; (iii) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK;

‘Data Subjects, Data Protection Impact Assessments, Personal Data, process/processing, Supervisory Authority, Controller, Processor, Binding Corporate Rules and Special Category Data (or any of the equivalent terms): have the meaning set forth under the Data Protection Laws;

‘Duration’: means the Term of the Agreement;

‘FISCAL Software’: means the software system to be utilised by FISCAL in the provision of the Services of which FISCAL is the legal and beneficial owner.

‘Intellectual Property Rights’ means all existing and future copyright, design rights, registered designs, trademarks, patents, domain names, database rights, applications for any of these, the right to apply for any of these and all other intellectual property rights, in any part of the world, for the full term and any renewals and extensions of such rights; but excluding all know how, processes, methods, software, skills and techniques used or developed by FISCAL from time to time in providing the Services;

‘Purpose’: means the provision of the Services by FISCAL to the Company in accordance with the terms of the Agreement;

‘Value(s) for Recovery’ means where FISCAL

- a) identifies a valid value owed to the Company which is then deducted against invoicing owed to the supplier; ultimately reducing the liability to the supplier in favour of the Company;
- b) identifies and then obtains a refund for the Customer – where FISCAL is

successful in identifying and then asking the supplier to return money via BACS/Cheque or via other means;

- c) identifies valid value for the Customer, where the Customer chooses to negotiate/offset or agree a balance to be settled with the supplier. If the Customer receives benefit from this, this is valid value;

from analysis of the Company Data and is older than 90 days (referred to as the '90 day rolling window') from the date that it is identified by FISCAL (whether identified by FISCAL from reviewing the Customer Data, the live account information via the ERP, review of a supplier statement or updated supplier statement requested by FISCAL).

'Services' means the services as set out in Clause 2;

'Sub-Processor': means a third-party subcontractor, engaged by FISCAL which may process Personal Data as set forth in Schedule A.

'Term' means the term of the Agreement as set out in Clause 9;

'Works' means all information, results, reports, drawings, plans, research, systems, confidential information, or material produced, by FISCAL on delivering the Services but excluding know how, processes, methods, software, skills and techniques used or developed by FISCAL from time to time.

2 Audit Recovery Project

- 2.1 The Company engages FISCAL to provide and FISCAL accepts engagement to provide the Services and (where required) Additional Services to the Company on payment of the Fee from [insert date] (the '**Commencement Date**') for the Term of the Agreement.
- 2.2 FISCAL will provide the Services and any Additional Services in a professional and diligent manner.
- 2.3 FISCAL agrees to assist the Company as requested in order to perform the Services and in performance of the Services shall comply with all reasonable requests and

Commented [JS2]: Insert commencement date once known.

directions of the Company including complying with all health and safety and security policies advised to FISCAL by the Company from time to time in writing.

3 Facilities

- 3.1 During the Term of this Agreement, the Company will provide FISCAL with access to all the necessary (i) personnel of the Company and (ii) all Company Data and (iii) all Company Systems and resources of the Company as may be required by FISCAL to enable FISCAL to provide the Services.
- 3.2 For the avoidance of any doubt, FISCAL shall not be in breach of its obligations under this Agreement if such breach by FISCAL is as a result of the Company's failure to provide such personnel, Company Data, Company Systems and resources or the Company's failure to provide access to FISCAL to such personnel, Company Data, Company Systems and resources which are required by FISCAL to carry out the Services.

4 Objectives

- 4.1 The objective of the Agreement is to allow FISCAL to carry out a historical recovery audit of the Company's accounts payable transactions using the Company Data to realise revenues for the Customer by identifying (and where applicable recovering) Values for Recovery (the "Project").
- 4.2 FISCAL shall provide the following Services to assist with the Project:
- (a) A Data Review – duplicate/overpayment audit using FISCAL Software as the primary tool for identifying Values for Recovery. Using FISCAL Software and Company Data, FISCAL shall look for errors, for example payments, overpaid invoices, multiple supplier payments, incorrect supplier payments, currency errors and aged credits or corrections to identify Values for Recovery
 - (b) Statement Reconciliations – prioritising, agreeing upon and contacting suppliers to request an accounts statement (and any updated accounts statements) for review. This may identify overpayments and may also find missed credits, rebates, pricing errors etc for which FISCAL can attempt to recover as Value for Recovery.

- (c) Pricing Audit – Review of products/parts purchased by the Company and checking it against the pricing data within the Company Data for discrepancies resulting in overpayments to suppliers. This requires FISCAL to be provided with line item data as part of the Company Data for all purchases as well as supporting price file information/system access.
- (d) Contract Compliance – FISCAL compares agreed contract terms against what was actually spent by the Company from review of the Company Data.
- (e) VAT/Sales Tax – Discrepancies in tax being accounted for on the transactional level i.e. VAT being missed, miscalculated etc as identified from the Company Data. For the avoidance of any doubt, FISCAL does not carry out any work in relation to changes in tax legislation.

Commented [JS3]: To delete what does not from part of the scope on a case by case basis.

5 Preparation Process

5.1 To enable FISCAL to provide the Services, the Company undertakes for the Term of the Agreement to;

- a) Provide FISCAL with the Company Data within 30 days of the execution of this Agreement and to provide any additional Company Data reasonably requested by FISCAL to enable FISCAL to provide the Services within 7 days of request.
- b) Inform FISCAL of any ongoing reviews/audits of historical payment transactions being undertaken by the Company itself or by any other third party and provide FISCAL with details of the extent of such reviews/audits and findings if any (including details of any overpayments in respect of specific suppliers) and provide updates in relation to the same when requested by FISCAL within a reasonable timescale.
- c) Agree with FISCAL a list of suppliers not to be contacted by FISCAL, the Company acknowledging that any transactions for these suppliers will remain out of the scope of this Agreement.

5.2 In the event that the Company does not provide the Company Data to FISCAL within 30 days of the date of execution of this Agreement (or provides FISCAL with any additional Company Data requested by FISCAL within 7 days), then FISCAL shall be

entitled to charge an admin charge to the Company of £500 per day until the Company Data has been received (up to a maximum admin charge of £5000 after which FISCAL shall have the right to terminate this Agreement) as the failure to provide the Customer Data timeously will result in delays to FISCAL being able to comply with the terms of this Agreement.

5.2 On-Site – The Company undertakes for the Term of this Agreement that;

- a) FISCAL will be supported in familiarisation with the Company Systems and processes, including attending a pre-engagement meeting/discussion (such initial meeting and familiarisation is to be carried out within 30 days of the execution of this Agreement).
- b) FISCAL will be provided with (read only) access to the Company Systems and provided with copies of or access to copies of all invoices/credit notes.
- c) FISCAL will be provided with a temporary Company email address and contact number to carry out recovery on behalf of the Company.
- d) FISCAL will contact suppliers, via email, letter & phone.

5.3 Off-Site - The Company undertakes for the Term of this Agreement that;

- a) FISCAL will be provided with remote access to the Company's Systems and/or a specified point of contact.
- b) FISCAL will continue to be provided with access to the temporary Company email account to retain recovery momentum when not on site.

6 Recoveries

6.1 Once provided with the Company Data, FISCAL shall analyse the Company Data using FISCAL Software and the Company Systems and produce a target list of transactions for the Company (which comprises a hit list of potential overpayments for investigation).

6.2 FISCAL shall utilise information provided in the Company Data and Company

Systems to create a prioritised list of suppliers FISCAL wishes to contact (usually by automated email) for a statement of accounts.

6.3 FISCAL will then begin on a high value/high priority basis to validate the value in the list as provided in Clause 6.1 by:

- a) checking the account in the ERP for any relating corrections; and
- b) checking the copy images of the invoices in question.

Once FISCAL is satisfied that the overpayments is genuine, FISCAL will commence recovery activity as set out in Clause 6.5.

6.4 At the same that FISCAL is carrying out the work set out in Clause 6.3, FISCAL shall send a request to all agreed suppliers for a statement of accounts/open items. FISCAL will keep a log of:

- a) what FISCAL receives in response;
- b) when it was received;
- c) whether the statement had credit (owed) value on it; and
- d) total credit value.

When a credit is identified, FISCAL will typically ask for more details and copies of supporting documents from the Company and the supplier. Credits can also be investigated in the Company ERP System at this time to confirm they are still owed to the Company. Once a credit is 'validated' FISCAL shall pursue recovery of the value(s).

6.5 When FISCAL identifies that there has been an overpayment by the Company to a supplier, FISCAL shall:-

- a) In the case of current and on-going suppliers, contact that current/on-going supplier using the Company email address providing the supplier with the information and requesting the supplier to make a credit payment to the Company or have overpayments deducted from their account.

- b) In the case of non-active suppliers to make payments to a designated Company account / department code.

The Company shall confirm to FISCAL in advance the details of bank account that funds should be credited to.

- 6.6 Both parties agree to holding regular pre-scheduled meetings with Company personnel to agree on 'sign off', to validate and proceed with recovery. FISCAL shall not sign off, validate or proceed with any recovery without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed). In the event that the Company delays in agreeing to 'sign off' to allow FISCAL to validate and proceed with a particular recovery, and where FISCAL has requested consent to proceed with recovery on two separate occasions and consent has not been forthcoming for no good reason then FISCAL shall be entitled to go ahead and proceed with the recovery to prevent any delays in the recovery process.

7 Company Undertakings

- 7.1 During the Term of the Agreement the Company agrees to provide to FISCAL;
- a) access to the Company Data (on-site and remote);
 - b) access to Company Systems (on-site and remote);
 - c) access to a Company email address and contact number to carry out recovery on behalf of the Company; and
 - d) up to date information in respect of any ongoing reviews/audits of historical payment transactions being undertaken by the Company itself or by any other third party including any findings (including details of any overpayments in respect of specific suppliers).
- 7.2 The Customer agrees that any Values for Recovery that are identified from analysis of the Company Data are valid for recovery.
- 7.3 In the event that FISCAL identifies an amount to be signed off, validated and recovered and;

- (i) the Company is of the view that the amount has already been identified as outstanding by the Company/other third party and;
- (ii) there have been ongoing attempts to recover the same by the Company/other third party within 90 days of the date that FISCAL identified the amount (“**Disputed Recovery**”),

then FISCAL and the Company agree that:

- a) the Company shall alert FISCAL to the Disputed Recovery as soon as possible;
- b) the Company shall provide to FISCAL evidence of active engagement in respect of the Company/other third-party efforts to recover the Disputed Recovery;

both parties shall work together in good faith to agree how such a Disputed Recovery is to be dealt with (including agreeing how any fee arrangement will be calculated in respect of such Disputed Recovery).

7.5 In this Clause 7, active engagement shall be

- (i) direct contact by the Company/other third party by way of telephone call (with a record of such call setting out by whom the call was made, the time and date of the call, the contact at the supplier spoken to and the agreed action on the call); or
- (ii) email or letter sent direct to the supplier requesting payment of the Disputed Recovery.

Such active engagement must have taken place within 90 days of the date that FISCAL brought the recovery that has become a Disputed Recovery to the attention of the Customer.

7.4 The Company agrees to provide FISCAL will assistance from the Company’s accounts payable team or to provide FISCAL with a dedicated member of staff to process documents and work with FISCAL on unusual recoveries. FISCAL may also

require assistance from someone within the Company to help confirm refunds if visibility isn't available to FISCAL.

- 7.5 The Company acknowledges and agrees that it will provide FISCAL with full co-operation to enable the Company and FISCAL to maximise the amount recovered.

8 Reporting

- 8.1 FISCAL and the Company shall discuss the project on a bi-weekly basis to summarise results to date, work in progress and discuss any blocking issues/concerns. FISCAL shall provide the following reporting to the Company at the bi-weekly meeting:

- a) Amounts identified, recovered / outstanding;
- b) Summary of estimated funds awaiting further recovery.

- 8.3 At the end of the Project, FISCAL will provide a comprehensive breakdown of results in a report for the Company along with recommendations.

9 Term of the Project

- 9.1 Due to the nature of the Project, the Term is not a defined time period. Accordingly, the Term of the Project is from the Commencement Date until FISCAL notifies that Company that FISCAL has completed the Project.

10 Fees and Payment Terms

- 10.1 The Company shall pay the Fee to FISCAL calculated as follows

- (i) []% of each Value for Recovery that are (i) identified and recovered by FISCAL (ii) identified by FISCAL but where such Value for Recovery is not directly recoverable by FISCAL as the Company has entered into another form of arrangement with the supplier (net of VAT).

- 10.2 The Fee is to be paid by the Company to FISCAL monthly against confirmed recoveries, including cheques, electronic payments or credit adjustments against supplier accounts during the month.

10.3 The Fee is exclusive VAT and other applicable taxes or duties. The Company will pay the Fee[s] 7 days after receiving an invoice from FISCAL which:

- (i) identifies the period in respect of which it is payable;
- (iii) details the Services and any Additional Services provided by FISCAL during such period;
- (iv) states the amount of the Fee and any Additional Fee payable in respect of such period, together with any VAT, if any, payable thereon;
- (v) provides full details of FISCAL's business address, VAT number, bank name, bank account number and sort code.

11 Expenses

11.1 FISCAL will be reimbursed by the Company (on presentation of invoices) for all reasonable out-of-pocket expenses which it incurs in providing the Services or Additional Services.

12 Intellectual Property

12.1 FISCAL hereby irrevocably assigns to the Company, including by way of future assignment, with full title guarantee, absolutely and free from all encumbrances, all its right, title and interest in any and all Intellectual Property Rights in, or relating to, the Works, together with all accrued rights of action in respect of any such Intellectual Property Rights.

12.2 FISCAL will, without charge to, but at the cost and expense of the Company, execute and do all such acts, documents, matters and things as may be necessary or reasonably required to obtain patent, design or other protection for any of the Works or improvements or developments of or to the Works and to vest title to the Intellectual Property Rights in, or relating to, the Works in the Company (or such company as it directs) absolutely.

13 Confidential Information

- 13.1 Both parties must both during this Agreement and after its termination (without limit in time) keep confidential and not (except as authorised or required for the purposes of this Agreement or to its professional advisors or as may be required by any law or any legal or regulatory authority) use or disclose or attempt to use or disclose any of the Confidential Information.

14 GDPR

- 14.1 FISCAL and the Company agree to comply with the GDPR provisions set out in Schedule A.

15 Status and authority of FISCAL

- 15.1 FISCAL acknowledges (and the Company also acknowledges and agrees) that it is engaged as an independent contractor to the Company and nothing in this Agreement renders it an employee, agent or partner of the Company and FISCAL will not hold itself out as such.

16 Limitation of Liability

- 16.1 The exclusions in this Clause 16 shall apply to the fullest extent permissible at law, but FISCAL does not exclude liability for

- (i) death or personal injury caused by the negligence of FISCAL, its officers, employees, contractors or agents;
- (ii) for fraud or fraudulent misrepresentation; or
- (iii) for any other liability which may not be excluded by law.

- 16.2 FISCAL shall have no liability for any losses or damages which may be suffered by the Company (or any person claiming under or through the Company), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract (including under any indemnity or warranty), tort (including negligence), under statute or otherwise howsoever, which fall within any of the following categories:

- (a) loss of profit, sales or turnover;

- (b) loss of bargain, or anticipated savings, included any missed duplicate payments;
- (c) loss of goodwill or opportunity;
- (d) loss or corruption of data;
- (e) special damage even though Fiscal was aware of the circumstances in which such special damage could arise;
- (f) indirect or consequential loss of whatever nature including (without limit) any loss of a type described in Conditions (a) to (d) above which could be regarded as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the Commencement Date

provided that this Condition 16.2, shall not prevent claims for loss of or damage to the Company's tangible property that fall within the terms of Condition 16.3(a) or any other claims for direct financial loss that are not excluded by any of the above categories.

16.3 Subject to Condition 16.1, in the event FISCAL shall be liable to the Company in contract (including under any indemnity or warranty or under any collateral contract), in tort (including negligence), in respect of any non-fraudulent representation or under statute or otherwise (an "Event of Default"), the liability of FISCAL shall be limited as follows:-

- (a) in respect of claims for direct damage to tangible property or by the negligence of FISCAL, its employees or contractors in connection with the performance of their duties hereunder, above, FISCAL's total liability, shall in no circumstances exceed a sum equal to the amount of the Fee paid by the Customer at the point of any claim; and
- (b) the Customer agrees that, in entering into Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) FISCAL shall have no liability in any circumstances otherwise

than in accordance with the express terms of this Agreement.

- 16.4 FISCAL will not be liable whether in contract, tort or otherwise for any delay, failure, breakdown, damage, loss or injury whatsoever which is or is caused by equipment, programs or services supplied by the Customer or any third parties; or media or consumables which do not meet FISCAL's specifications; or any environment modified by the Customer or on the Customer's behalf other than by FISCAL.

17 Force Majeure

- 17.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed OR the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

18 Insurance

- 18.1 During the term of this Agreement and after the expiry or termination of this Agreement, FISCAL shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £5,000,000 (five million pounds sterling) and public liability insurance at an amount not less than £5,000,000 (five million pounds sterling) and employers liability insurance at an amount not less than £10,000,000 (ten million pounds sterling) to cover the liabilities that may arise under or in connection with this Agreement and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

19 Termination of the Agreement

- 19.1 The parties acknowledge that either party may terminate this Agreement or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if

- (i) the other party fails to comply with any of its obligations under this Agreement and the failure remains un-remedied for a period of 14 days from receipt of notice from the party not in default specifying such default; or
- (ii) the other party becomes insolvent, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt/convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation; or;
- (iii) the other party shall cease or threaten to cease carrying on in business.

19.2 In the event of termination, all outstanding Fees and any Fees accrued prior to termination remain outstanding and due to FISCAL.

20 Enticement/Non-Solicitation

20.1 Without the other Party's prior written consent, neither Party will, during or for twelve months from the expiry or termination of this Agreement, directly or indirectly approach, employ, solicit, or enter into an agreement for the provision of services on an employed or a self-employed basis with, any person who has, at any time during the previous 12 months, been an employee of or provider of services to the other Party and who was at any time engaged on matters referred to in this Agreement.

20.2 If either Party breaches this Clause, it will pay to the other a referral fee equal to 12 months' gross payment offered or contracted under the new contract between such Party and the person or customer concerned. The Parties acknowledge that this represents a genuine pre-estimate of the loss likely to be suffered through breach of this Clause.

21 Notices

21.1 Any notice given under this Agreement must be in writing and may be served:

- (a) personally;
- (b) by registered or recorded delivery mail;

21.2 each party's address for the service of notices will be the address set out above or such other address as is specified for this purpose by notice in writing to the other.

21.3 A notice is deemed to have been served:

- (a) if it was served in person, at the time of service; or
- (b) if it was served by post, 48 hours after it was posted.

22 General

22.1 This Agreement embodies the entire and only agreement and understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied other than those contained in this Agreement.

22.2 No variation or amendment of this Agreement or oral promise or commitment related to it will be valid unless in writing and signed by or on behalf of both parties.

22.3 This Agreement is in substitution for all previous contracts express or implied between the Company and FISCAL which are terminated by mutual consent from the Commencement Date.

22.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22.5 The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection with it or its enforceability is governed by and will be construed in accordance with the law of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by it.

IN WITNESS WHEREOF the parties have executed this Agreement together with the Schedules on the date stated at the beginning of it.:

Signed:

Title:

For and on behalf of []

Signed:

Title:

For and on behalf of FISCAL Technologies Ltd

Schedule A

GDPR

1. This Schedule A contains the obligations of both FISCAL and the Company in relation to GDPR and contained terms which are designed to ensure that activities carried out by FISCAL and the Company, meet all the requirements of relevant and applicable data protection laws.
2. Both parties shall, at all times, comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws. A breach of this Schedule A will be considered a material breach under the Agreement.
3. For the purposes of this Agreement, FISCAL is the Processor and the Company is the Controller in accordance with the Data Protection Laws.
4. Each Party shall bear its own costs in relation to compliance with Data Protection Laws (with the exception that FISCAL reserves the right to charge the Company for reasonably and properly incurred costs (such costs to be agreed by FISCAL and the Company in writing in advance, both parties acting reasonably) incurred by FISCAL in relation to any audits required by the Company in accordance with Clause 16.
5. FISCAL shall only process Personal Data for the Duration unless otherwise expressly provided, in which case the processing shall only last as long as necessary under the Data Protection Laws and only to the extent necessary for the Purpose.
6. The subject matter of the processing of Personal Data is set out in this Agreement and the nature and purpose of the processing of Personal Data is the Purpose.
7. FISCAL as Processor may carry out processing activities such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) in accordance with the purposes set out in this Agreement.
8. The Data Subjects whose Personal Data FISCAL may process for the Purpose may

include:

- (i) suppliers or prospective suppliers;
- (ii) employees or prospective employees; or
- (iii) other entities (including temporary employees, contractors and sub-contractors)

of the Company as applicable.

9. The types of Personal Data which FISCAL may process (only to the extent necessary to carry out the Purpose) of those Data Subjects are:

- (i) personal contact information (including names, addresses, email addresses, mobile and telephone numbers);
- (ii) employment details (including employee name, employee ID, system login IDs, bank details);
- (iii) business contact details;
- (iv) financial details; and
- (v) other types of Personal Data which the Company expressly informs FISCAL that FISCAL may process in order to fulfil the Purpose.

10. No Special Category of Personal Data will be processed by FISCAL and the Company warrants to FISCAL that it shall not provide Special Category Data to FISCAL at any time.

11. Data Processor Obligations:

11.1 FISCAL shall, in relation to any Personal Data processed in connection with the provision of the Services under this Agreement:

- (i) process that Personal Data only on written instructions from the Company unless FISCAL is required by the laws of any member of the European Union or by the laws of the European Union applicable to FISCAL to process Personal Data (“Applicable Data Laws”);
- (ii) where FISCAL is relying on laws of a member of the European Union

or European Union law as the basis for processing Personal Data under sub-clause (i) above, FISCAL shall promptly notify the Company of this before performing the processing required by the Applicable Data Laws unless those Applicable Data Laws (or other applicable laws) prohibit FISCAL from notifying the Company; and

- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential. Only personnel of FISCAL who are necessarily required to have access to the Personal Data for the Purpose shall have access to the Personal Data.

11.2 FISCAL shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

12. Sub-Processors:

12.1 The Company agrees to FISCAL appointing Sub-Processors (including, without limitation, courier, customer service, fulfilment centre and IT services) in relation to the Purpose only provided that:

- (i) FISCAL confirms that it has entered or (as the case may be) will enter with a Sub-Processor into a written data processor agreement incorporating terms which are substantially similar to those set out in this Schedule A;
- (ii) FISCAL shall make available to the Company a current list of Sub-Processors used by FISCAL in connection with the Purpose (including

the identities of those Sub-Processors) and will from time to time inform the Company of any proposed new Sub-Processor and provide the Company with full details of the processing to be undertaken by that new Sub-Processor; and

- (iii) if at any time the Company has reasonable grounds (based on non-compliance or a material risk of non-compliance with the Data Protection Laws) to object to any new Sub-Processor, FISCAL shall work with the Company in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that new Sub-Processor. Where such a change cannot be made within 90 days of the Company notifying the same to FISCAL then, notwithstanding anything in the Agreement, the Company may by written notice to FISCAL terminate this Agreement to the extent it relates to the Services which require the use of the new Sub-Processor. Any such termination pursuant to this clause will not affect the accrued rights and obligations of the parties prior to that termination.

13. FISCAL shall not transfer any Personal Data outside of the European Economic Area (EEA).

14. Rights of Data Subjects:

14.1 In the event that a Data Subject contacts FISCAL directly with a request to access, amend, restrict, object to or delete information held about such Data Subject, FISCAL shall, at no cost, as soon as reasonably practicable:

- (a) refer the Data Subject to the Company;
- (b) advise the Company of such a request; and
- (c) co-operate and assist the Company with resolving such request to the extent this is in the reasonable control of FISCAL.

14.2 FISCAL shall assist the Company in ensuring compliance with the Company's obligations under the Data Protection Laws with respect to security, breach notifications, Data Protection Impact Assessments and any other required notifications or consultations with any Supervisory Authority or regulator.

15. Personal Data Breach Notification:

15.1 If FISCAL becomes aware of or reasonably suspects that a Personal Data breach has occurred (including any serious disruptions in operations of any Services), FISCAL shall:

- (a) notify the Company as soon as reasonably practicable of Fiscal becoming aware of the breach;
- (b) investigate the Personal Data breach and provide the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data breach, including making available a suitably senior and appropriately qualified individual to discuss any concerns or questions the Company may have; and
- (c) co-operate with the Company and take such reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of such Personal Data breach and measures to prevent a recurrence.

15.2 FISCAL shall not make any public statement concerning the Personal Data breach without the prior written consent of the Company.

16. Records and Right to Audit:

16.1 FISCAL shall maintain complete and accurate records and information to demonstrate FISCAL's compliance with this Schedule A and the Data Protection Laws, including a record of processing (where applicable), and allow for and contribute to audits by the Company or the designated auditors of the Company upon receiving prior reasonable notice in writing.

16.2 If FISCAL reasonably believes that any instruction given by the Company pursuant to this Clause 16 will infringe the Data Protection Laws or any other Applicable Data Laws, FISCAL will immediately inform the Company of this in writing.

17. Return/Deletion of Personal Data:

17.1 FISCAL shall promptly and securely delete all Personal Data, whether manual

or electronic (at no cost to the Company):-

- (i) within 4 weeks of the expiry of this Agreement (unless FISCAL receives written instructions from the Company to the contrary), or
- (ii) upon an earlier written request from the Company (and on receipt of such written request FISCAL shall delete Personal Data within one week).

17.2 Clause 17.1 does not apply to the extent FISCAL is required by Applicable Data Laws to store the Personal Data.

18. Liability: FISCAL shall indemnify the Company for any damage, cost or losses (including properly and reasonably incurred legal costs) incurred by the Company in connection with any third party claim made or threatened against the Company in connection with the loss, unauthorised disclosure or breach of the Data Protection Laws by FISCAL or any Sub-Processor in relation to any Personal Data shall in no circumstances exceed a sum equal to the amount of Fee paid by the Company at the point of any claim. This indemnity shall not apply to the extent that FISCAL's act or omission was as a result of the express instruction of the Company.