

Standard Terms and Conditions of Purchase (Services)

1. Definitions

In these Conditions:

"Affiliate" means, in relation to a party to the Contract, any person or entity controlling, controlled by or under common control with such party, for the time being;

"Company" means Robert McBride Ltd (registered in England, company no. 220175);

"Company Policy" means the Company's Business Ethics Policy and the Company's Supplier Code of Conduct from time to time and such other corporate and/or ethical policies as the Company may from time to time notify to the Supplier;

"Conditions" means these Standard Terms and Conditions of Purchase (Services).

"Contract" means the contract between the Company and the Supplier comprising the Conditions, any relevant purchase order and any bona fide amendment to the conditions, included below herein and signed by each party's authorised representative;

"Services" means the services described in the conditions and/or Contract;

"Insolvency Event" means, in relation to a party, one or more of the following events:

(a) any steps are taken to enter into an arrangement or composition for the benefit of the party's creditors or it (or a nominee) convenes a meeting of creditors;

(b) any steps are taken to appoint a liquidator, administrator, receiver or manager to a party or over any of a party's assets or undertaking;

(c) circumstances arise which entitle the Court or a creditor to appoint a receiver or manager of any of a party's assets or undertaking or to make a winding up order in respect of a party;

(d) it suffers any distress or execution to be levied on any of its assets or becomes unable to pay its debts as and when they become due; or

(e) analogous proceedings or events to those specified in (a) to (d) above are instituted or occur in the jurisdiction to which that party is subject;

"Intellectual Property Rights" means patents, trade marks, copyright, designs, database rights, confidential information, know how, business methods, data and trade secrets and all other intellectual property rights (whether registered or not), in each case subsisting or pending at any time in any part of the world;

"Supplier" means [INSERT FULL LEGAL NAME OF SERVICES PROVIDER]

2. General

2.1 No verbal agreement and/or contract by the Company shall be binding on the Company. Unless otherwise specifically agreed in writing by an authorised signatory on behalf of the Company these Conditions shall supersede any earlier sets of terms and conditions existing between the parties and shall override any terms or conditions stipulated incorporated or referred to by the Supplier whether in any quotation or in negotiations. The terms and conditions of purchase for services shall be as contained herein and contain the entire understanding between the Company and the Supplier. Any amendment to these Conditions shall be noted at the end of the

conditions and duly signed by the parties' authorised representatives. Any concession made or latitude allowed by the Company to the Supplier shall not affect the strict rights of the Company under the Contract.

2.2 The Contract contains the entire understanding between the Company and the Supplier and supersedes all previous agreements in respect of the subject matter of the Purchase Order and/or the Contract and/or these terms and conditions. Any concession made or latitude allowed by the Company to the Supplier shall not affect the strict rights of the Company under the Contract.

2.3 If any provision of the Contract is held to be illegal, invalid or unenforceable (in whole or in part) the parties intend that the legality, validity and enforceability of the remainder of the Contract shall not be affected. No variation to the Contract shall be binding unless expressly agreed in writing by an authorised signatory of the Company.

3. Method of Invoicing

All invoices, advice notes, labels and other communication relating to the Services must be clearly set out and addressed to the Company. The Company cannot guarantee that administrative delays will not occur if the invoices are not so set out.

4. Service Levels

4.1 All Services provided shall be subject to the Company's approval and must meet the requirements agreed in the schedules below [PLEASE INCLUDE ANY SLA'S, TARGETS, KPIs ETC IN SCHEDULES TO THESE TERMS AND CONDITIONS BELOW].

4.2 The Supplier warrants that it has all the necessary permissions, licences and authorities from third parties that it requires to supply the Services.

4.3 The Supplier shall when requested by the Company provide drawings and technical data to the Company for approval and/or record purposes. Any such approval shall not imply that the Company has checked or is responsible for the accuracy of any drawings or technical data other than its own.

4.4 Any person authorised by the Company shall be entitled, subject to reasonable notice, to inspect and/or audit the Services at any reasonable time at the Supplier's works or at the works of any sub contractor or agent of the Supplier, but in no case shall such inspection relieve the Supplier of any liabilities hereunder.

4.5 In the event that the Services are unable to be provided for more than 5 days, or if Services provided fall short of the service level agreements' at Schedule [1] below, the Company may recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining replacement Services from an alternative supplier until such time as normal service resumes or the Contract is terminated, whichever is soonest. For the avoidance of doubt, any acceptance of any reduced service levels by the Company shall not relieve the Supplier of its obligations and liabilities hereunder and shall be without prejudice to any other rights and remedies the Company may have hereunder. All such rights are without prejudice to the Company's right to claim such damages as may have been incurred as a result of or in connection with the Supplier's breach or breaches of the Contract or to terminate the Contract

in whole or in part immediately upon giving written notice to the Supplier

4.6 The Supplier shall give all notices legally required and pay all fees legally payable in connection with the Services.

4.7 Except where specified to the contrary the Supplier shall provide all labour, tools, plant, equipment and materials for the proper and workmanlike performance of the Contract. All materials shall be of appropriate quality.

4.8 The Supplier shall be liable for all loss or damage to the Company's premises and/or property including any materials either brought on site by the Supplier or obtained by the Company including, but without limitation, theft, damage by the elements and fire and shall unless the Company otherwise directs in writing promptly make good all such loss and/or damage to the Company's satisfaction.

5. Representations

5.1 Any representations made concerning the Contract by or on behalf of the Supplier shall be incorporated in the contract as warranties.

5.2 The Supplier warrants it is the provider of the Services.

5.3 The Supplier shall provide the Services as fully independent from the Company and acknowledge that nothing under this Contract creates the transfer of the Supplier and its employees to the Company.

5.4 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

5.5 The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

6. Indemnity

6.1 The Supplier shall indemnify the Company and keep the Company fully and effectively indemnified and hold the Company harmless from and against all actions, suits, claims, demands, direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), liabilities, costs, charges, damage, losses and expenses including legal and other professional fees and expenses (including without limitation relating to public professional liability) suffered or incurred by the Company and/or for which it may be liable to any third party due to, arising from or in connection with:

- (a) the negligent or wilful acts or omissions of the Supplier, or its agents, or sub-contractors in supplying the Services;
- (b) the direct or indirect breach of any provision of the Contract by the Supplier or its agents, employees, officers, subsidiaries, associated companies, contractors or sub-contractors;
- (c) any actual infringement or alleged infringement anywhere in the world of any Intellectual Property Rights and/or any misuse or alleged misuse of any confidential information.

6.2 The Supplier shall, at its sole expense until the complete fulfilment of the Service in accordance with this Contract, insure the outcome against all risks to their full replacement value.

6.3 The Supplier shall take out and at all times maintain adequate insurance with a reputable insurer having regard to its obligations and liabilities under the Contract and will on demand

produce to the Company satisfactory evidence that such insurance is in force. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition 7. Unless otherwise specified in writing by the Company, the following minimum levels of insurance shall be maintained:

(a) professional indemnity insurance cover to the value of £10,000,000 (ten million) for the Services per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

(b) public liability insurance including cover for bodily injury and property damage arising in connection with the Contract, including as a result of the acts or omissions of the Supplier or its agents, employees, Affiliates, contractors or sub-contractors for an insured amount of not less than £10,000,000 (ten million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

(c) employer's liability insurance as required by relevant law, including cover for legal liability to make payment in respect of death, personal injury and/or disability of employees and with limits of at least £10,000,000 (ten million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; or

(d) insurance cover comparable to the types of insurance specified in (a) to (c) above, which are recognised by insurance companies situated in the jurisdiction in which the Supplier is located as being so comparable and which are also acceptable to the Company's insurance providers.

6.4 When on the Company's premises the Supplier has the obligation to, and shall before any of the Work commences, obtain, and subsequently comply with the Company's health, safety and other regulations and shall at all times avoid hindrance to the activities of the Company and to the work of other contractors employed by the Company.

6.5 When on the Company's premises the Supplier shall carry out the Work in conformity with such laws, regulations, bye-laws and requirements of local, central and other authorities as apply to the site and if it appears that the specifications or the drawings infringe any such laws, regulations, bye-laws and requirements the Supplier shall immediately inform the Company.

7. Price

7.1 No variation in price will be accepted unless reasonable written notice has been given to the Company of such variation and the Company's written approval has been obtained thereto prior to delivery. If the parties are unable to reach agreement on such increase in price within 30 days of such notice the Company shall have the right to cancel the Services without penalty.

7.2 Where the Services are subject to Value Added Tax or other equivalent import and duties the amount legally demandable shall be shown separately and the Supplier shall produce bona fide evidence of the amount paid or to be paid by it in respect thereof.

7.3 The Company reserves the right to deduct from any monies due to the Supplier any monies due from the Supplier to the Company in respect of Services supplied or Work done by the Company.

8. Breach

8.1 Neither party limits or excludes its liability:

(a) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, agents, contractors and sub-contractors;

(b) for death or personal injury caused by its negligence;

(c) for any matter in respect of which an indemnity has been provided; or

(d) to the extent such limitation or exclusion is not permitted by law.

8.2 Subject to Conditions 11.1 and 11.3, the maximum aggregate liability of the Company to the Supplier shall be limited to the invoiced price for the Services under the term of the Contract.

8.3 The Company shall not be liable to the Supplier for any indirect, special, punitive or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise, even if such loss or damage was foreseeable.

8.4 The Supplier acknowledges that the Supplier's liability to the Company in relation to any claim relating to the Services shall not be limited or excluded by virtue of the fact that the Supplier may not have directly supplied the Services. It is the Supplier's obligation alone to ensure that the Services supplied to the Company comply with the Contract.

8.5 The Company may terminate the Contract by notice in writing with immediate effect without compensation to the Supplier in any of the following events:

(a) the Supplier commits a breach of the Contract which is not capable of remedy or persistently repeats a remedial breach or, if capable of remedy, the breach is not remedied within 30 days of a notice from the Company requiring it to be remedied;

(b) the Supplier is affected by an Insolvency Event or

(c) the Supplier fails to comply with any Mandatory Company Policy (copies available upon request).

8.6 The Supplier shall be entitled to terminate the Contract with immediate effect on giving written notice to the Company where the Company is affected by an Insolvency Event.

8.7 Termination of the Contract shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any Conditions which are expressly or by implication intended to come into force or continue in force on or after termination.

9. Force Majeure

9.1 The Supplier will not be liable to the Company for any delay or failure in performance to the extent that it is caused by circumstances beyond its reasonable control, such as, fire; explosion; flood; earthquake; storm; act of God; sabotage or vandalism. For the avoidance of doubt, labour and/or trade disputes, industrial actions, strikes or lockouts; shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labour, transportation, or storage; or non-performance by suppliers or subcontractors of the Supplier; or an event directly related to the United Kingdom ceasing to be a member of the European Union (Brexit) will not constitute a force majeure event.

9.2 The Supplier shall within 14 days of the start of the force majeure event, provide written notice to the Company and such

notice shall include: The date upon which the force majeure event began, its likely or potential duration and the effect it will have on the Supplier's ability to perform any of its obligations under the agreement; and the Supplier shall use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

9.3 Further, if Supplier at any time decides that its product supply is insufficient to meet the actual or forecasted needs of the Company, its divisions and subsidiaries, and its customers (whether under contract or not) ('the Shortage'), subject to the written agreement of the Company, the Supplier may allocate its reduced supply in a fair and reasonable manner and the Supplier agrees to reimburse the Company for its genuine direct and/or consequential losses incurred as a result of the Shortage for example, charges made to the Company by its Customers for delayed delivery and costs associated with sourcing alternative supply.

9.4 If the force majeure event and/or the Shortage results in a period of delay or non-performance for 4 weeks or more, the Company may terminate this agreement by giving written notice to the Supplier.

10. Payment

10.1 Payment for the Services shall be made only on submission and in accordance with the Company's payment terms or as otherwise agreed in writing by an authorised signatory of the Company. The Company shall be entitled to withhold payment if statements of account are not received.

10.2 If the Company disputes any sums set out in an invoice then it will notify the Supplier in writing before the due date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. The Company and the Supplier shall meet within 14 days of receipt of a written notice from the Company under this Condition to attempt to resolve the dispute.

10.3 Payment of the price is without prejudice to any claims or rights which the Company may have against the Supplier.. The Company reserves the right to set off any amount owed by it against any amounts owed to it from the Supplier and to withhold any payments to the extent that Services have not been supplied to the Company's reasonable satisfaction.

10.4 The Company assumes no payment obligations in addition to those contained in this clause 12.

11. Intellectual Property

11.1 All Intellectual Property Rights belonging to a party prior to the placement of the first Purchase Order under the Contract shall remain vested in that party. Save as expressly provided for in these Conditions, neither party will be entitled to any right or licence to any of the other party's Intellectual Property Rights.

11.2 The Company grants to the Supplier a non-exclusive royalty free revocable licence to use the Company's Intellectual Property Rights to the extent required and solely for the purpose of providing the Services to the Company. Such licence shall not include the right to sub-license and shall automatically terminate on the termination or expiry of the Contract, or if earlier, upon receipt of written notice from the Company.

11.3 Where the Services are designed, created or otherwise developed by the Supplier for the Company pursuant to the Contract, all Intellectual Property Rights in or relating to the Services shall belong to the Company absolutely. The Supplier

hereby assigns the Intellectual Property Rights in any such Services to the Company with the intent that upon the making or creation of the Services the Intellectual Property Rights shall automatically vest in the Company. The Supplier shall at the Company's request (and notwithstanding the termination of the Contract) do and procure all such acts as the Company may reasonably require:

(a) to vest the legal title in, apply for, obtain and maintain in force in the Company's sole name (unless it otherwise directs) those Intellectual Property Rights;

(b) to bring any proceedings for infringement of any of those Intellectual Property Rights.

11.4 With regards to any of the Services that do not fall within Condition 11.3 The Supplier grants to the Company, its agents and contractors, a worldwide, royalty-free, non-exclusive, revocable licence (including the right to grant sub-licences) to use:

(a) any and all Intellectual Property Rights in the Services; and

(b) any other Intellectual Property Rights,
to the extent necessary to enable the full benefit of ownership of the Services.

11.5 The Supplier warrants that the use of the Services by the Company will not infringe any third party's Intellectual Property Rights.

12. Assignment

The Supplier shall not without the written consent of the Company assign or sub-contract the Contract or any significant part thereof. Any such permitted sub-contracting shall not in any way relieve the Supplier from any of its obligations under the terms of the Contract.

13. Secrecy

The Supplier shall treat the Contract and all designs, drawings, specifications and information supplied herewith as confidential and shall not disclose the same to any third party without the Company's written consent.

14. Data Privacy

14.1. The Supplier shall (i) ensure that it, its employees, agents and permitted sub-contractors shall observe the requirements of the EU General Data Protection Regulation EC/2016/679 ('GDPR') and any other data protection law and/or regulations in force from time to time; (ii) not do or permit to be done, anything which may cause, or otherwise result in, a breach by the Company of the same; (iii) use adequate organisational and technical measures to protect all personal data from and against any unauthorised or unlawful processing and against any loss or damage; (iv) process personal data solely for the purpose of performing obligations under the Contract or as otherwise instructed in writing by the Company; and (v) not transfer any personal data out of the European Economic Area without the Company's prior written consent and subject to any additional restrictions reasonably set by the Company.

14.2. The Supplier shall to the extent permitted by law, upon the termination of the Contract, securely erase or destroy all records or documents containing personal data and shall notify the Company in writing that such erasing and/or destruction has taken place. The Supplier shall fully indemnify the Company against any third party claims resulting from unlawful processing

and/or loss and/or unlawful destruction of personal data by the Supplier and/or on its behalf or instruction; or through deviation from the Company's instructions.

14.3 Where the Supplier is also a 'Data Processor' per the definition under the GDPR, it shall be bound by the terms of the Data Processing Agreement attached hereto at Schedule [2].

15. Publicity

The Supplier shall not be entitled to make any announcement or issue any press release or publicity material relating to the subject matter of the Contract without the prior written consent of the Company.

16. Notices

Any notices given hereunder may be served personally or left at the last known place of business of the other party or may be sent by post, facsimile transmission, electronic mail or comparable means of communication. In the case of notice sent by post, notice shall be deemed to have been received in the course of the post. In the case of notices sent by facsimile transmission, electronic mail or comparable means of communication, notice shall be deemed to have been received upon successful transmission. All notices addressed to the Company must be marked for the attention of the Company Secretary.

17. Bribery

17.1 The Supplier warrants to the Company that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors or sub-contractors has at any time prior to entering into this Contract, committed any offence under the Public Bodies Corrupt Practices Act, the Prevention of Corruption Act 1906, the Prevention of Corruption Act 1916, the Bribery Act 2010 or any legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts, including money laundering and tax evasion.

17.2 The Supplier further warrants to the Company that it is not entering into this Contract with any knowledge that any money has been, or will be, paid to any person working for or engaged by the Company or that an agreement has been made to that effect, unless details of any such arrangement have been disclosed in writing to the Company before the date of this Contract.

17.3 The Supplier agrees that, at any time after the entry into the Contract it shall not and it shall procure that its directors, employees, agents, representatives, contractors or sub-contractors shall not commit any offence under the Public Bodies Corrupt Practices Act, the Prevention of Corruption Act 1906, the Prevention of Corruption Act 1916, the Bribery Act 2010 or any legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts, including money laundering and tax evasion.

17.4 If the Supplier (including any of its directors, employees, agents, representatives, contractors or sub-contractors, in all cases whether or not acting with the Supplier's knowledge) breaches this clause 17, the Company is entitled to immediately terminate this Contract by written notice.

17.5 The Supplier shall have in place adequate procedures designed to prevent any person working for or engaged by the Supplier or any other third party in any way connected to this Contract, from committing offences of corruption and/or bribery.

17.6 If at any time the Supplier (or any of its directors, employees, agents, representatives, contractors or sub-contractors) breaches any of its obligations under this Condition 17, the Supplier shall indemnify and keep indemnified the Company against any losses, liabilities, fines, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, Judgment, interest and penalties that the Company may suffer as a result of such breach.

18. Third Party Rights

18.1 Except as set out in clause 18.2, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.2 Each and every obligation of the Supplier under the Contract is owed to the Company and each Affiliate of the Company who may enforce the terms of the Contract under the Contracts (Rights of Third Parties Act 1999) and references to Company in the context of the Supplier's obligations shall be construed accordingly.

18.3 The parties may rescind or vary the Contract (and any documents entered into pursuant to or in connection with it) without the consent of any other person.

19. Law Applicable and Jurisdiction

The terms and conditions of the Contract shall be subject to and interpreted and construed in accordance with English Law including English conflicts of law and the English Courts shall have jurisdiction in any dispute which may arise, save that the Company may institute and maintain proceedings in respect of the Contract in any country.

Schedule 1
Service Level Agreements

[insert all SLAs expected from the supplier for them to be measured against – some examples are listed below for you, feel free to change/remove as appropriate

1. (in the context of a company that provides consumer helpline support for our products) Supplier must at all times provide sufficient support to ensure all consumer enquiries and complaints are resolved within 48 hours;
2. (in the context of company car provider arranging support/assistance to employees with company car issues) Supplier shall facilitate and maintain help lines which employees of the Company may contact as necessary;

Service/Requirement	Monday to Friday	Out of hours
Arrange replacement of tyres, exhausts, batteries	07:00 – 19:00	All calls transferred and handled by Supplier's out of hours provider
Arrange replacement of windscreen	24 hours	

Schedule 2

Data Processing Agreement [SUPPLIER MUST BE SIGNED UP TO THIS IF THEY ARE PROCESSING PERSONAL DATA ON BEHALF OF McBRIDE. IF IN DOUBT, PLEASE SPEAK WITH YOUR SINGLE POINT OF CONTACT IN THE LEGAL TEAM]

Data Processing Agreement

BETWEEN:

Robert McBride Limited, a company incorporated and existing under the laws of England with registered number 220175, having its registered office at Middleton Way, Middleton, Manchester, M24 4DP for itself and on behalf of its Affiliates ('McBride');
AND

[insert vendor or supplier name], a company incorporated and existing under the laws of [insert territory], with registered number [insert] whose primary address is [insert] ('the Provider')

each a 'Party' and together the 'Parties'.

DEFINITIONS Controller, Processor, Data Subject, Personal Data, Personal Data Breach: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated

by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 1, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, McBride is the Controller and the Provider is the Processor. Appendix 1 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.

1.3 Without prejudice to the generality of Clause 1.1, McBride will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.

1.4 Without prejudice to the generality of Clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of McBride unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify McBride of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying McBride;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by McBride, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or

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

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of McBride has been obtained and the following conditions are fulfilled:
 - (i) McBride or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with reasonable instructions notified to it in advance by McBride with respect to the processing of the Personal Data;
- (e) assist McBride in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify McBride without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of McBride, delete or return Personal Data and copies thereof to McBride on termination or expiry of the [insert title of original contract] dated [insert date of original contract] [delete as appropriate (attached at Appendix 2)] unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by McBride or McBride's designated auditor and immediately inform McBride if an instruction infringes the Data

Protection Legislation.

- 1.5 McBride does not consent to the Provider appointing any third party processor of Personal Data under this agreement. If the Provider wishes to appoint a third party processor of Personal Data, then it is required to obtain McBride's consent in writing.
- 1.6 McBride may, at any time on not less than 30 days' notice, revise and/or vary any part of this agreement if it deems it necessary to remain in compliance with Data Protection Legislation.

APPENDIX 1

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. PROCESSING BY THE PROVIDER

1.1 SCOPE AND NATURE

[Please fill out the scope and nature of the processing – taking the example of the consumer helpline service provider, this might be:

The Provider provides omni-channel solutions as a service to McBride (with McBride as data controller). This includes gathering data on clients during telephone conversations.]

1.2 PURPOSE OF PROCESSING

[Please fill out the nature of the processing – why it is necessary, using the same example as above this might be:

To provide McBride with relevant customer data in order to maintain the providing of omni-channel solution services.]

1.3 DURATION OF THE PROCESSING

[How long the processor is to process the information for and how long the data is likely to be held for – again using the above example, this might be:

Call recordings will be kept up to a maximum of 2 calendar years though in real practice, the Provider aims to delete after 1 calendar year and reasonable steps will be taken to ensure this. Processing of personal data will cease upon the written request of McBride as data controller and/or at the request of an individual that owns the personal information collected.]

2. TYPES OF PERSONAL DATA

[What data is to be processed – be specific e.g. names, addresses etc. Using the above example again, this might include:

Contact names;
Email addresses;
Telephone numbers;
Addresses and Postcodes.]

3. CATEGORIES OF DATA SUBJECT

[list data subjects by category – taking the above examples, this is likely to be:

Callers to the McBride Customer Careline.]

[Delete/keep as appropriate APPENDIX 2]

[insert original contract here]

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorised representatives.

[INSERT McB ENTITY]

.....
Director/Duly Authorised Signatory

Print Name:

Position:

Date:

[INSERT VENDOR/SUPPLIER FULL LEGAL NAME]

.....
Director/Duly Authorised Signatory

Print Name:

Position:

Date: