GENERAL TERMS AND CONDITIONS FOR SUPPLY OF PROFESSIONAL SERVICES (ONLINE VERSION)

ONLINE VERSION: 1.3
EFFECTIVE DATE: 5th November 2026

APPLICATION OF THESE TERMS AND CONDITIONS:

- These Terms and Conditions apply where they are identified in a Statement of Work as the General Terms and Conditions for Supply of Professional Services (Online Version) applicable to that Statement of Work.
- By signing a Statement of Work which incorporates these Terms and Conditions, Getronics and the Customer agree that these Terms and Conditions are incorporated into and form part of that Statement of Work and govern the Professional Services specified in it.
- Each Statement of Work constitutes a separate contract between the Getronics entity and Customer entity identified in that Statement of Work.
- These Terms and Conditions shall not apply to managed services or the sale or supply of hardware, software licences or subscriptions, which shall be governed by separate terms.
- If there is any inconsistency between these Terms and Conditions and a Statement of Work, the order of precedence specified in that Statement of Work shall apply.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"**Acceptance Criteria**" means any criteria for acceptance by Customer of the Professional Services and/or Deliverable as set out in the Statement of Work;
"**Change Control Note**" means a written agreement to change any part of these Terms and Conditions or the Statement of Work as part of an agreed change control process;
"**Charges**" means the charges for the Professional Services as specified in the Statement of Work;
"**Deliverables**" means the work products expressly identified as deliverables in the Statement of Work, whether supplied in physical or electronic form;
"**Expenses**" means any travel or subsistence expenses that become payable to the Personnel by Getronics whilst undertaking the Professional Services;
"**Locations**" means the Customer premises specified in the Statement of Work at which the Professional Services are to be performed, and any other Customer premises agreed in writing by the parties from time to time;
"**Personnel**" means any individual, including employees of a third party, provided by Getronics to the Customer to perform the Professional Services;
"**Professional Services**" means the work undertaken by Getronics and/or expertise provided by the Personnel as specified in a Statement of Work;
"**Statement of Work**" or "**SOW**" means a document signed by duly authorised representatives of both parties specifying the Professional Services, the engagement period or projected schedule, the allocation of management and delivery responsibilities, the Charges and payment arrangements and, where applicable, the Personnel requirements, Locations, Deliverables, Acceptance Criteria, Customer dependencies and arrangements for recording time; and
"**Terms and Conditions**" means the terms and conditions set out in clauses 1 to 18, as amended from time to time in accordance with clause 17.3;

2. OVERVIEW AND TERM

2.1 These Terms and Conditions shall be incorporated into each Statement of Work which identifies them as applicable and shall govern the relationship between the Customer and Getronics for the provision of the Professional Services specified in that Statement of Work. These Terms and Conditions shall not be used for managed services or the sale or supply of hardware, software licences or subscriptions, which shall be governed by separate terms.

2.2 In case of conflict between these Terms and Conditions and the Statement of Work, except where the Statement of Work expressly states that its terms take precedence over these Terms and Conditions (but not otherwise), these Terms and Conditions shall take precedence.

2.3 These Terms and Conditions shall apply to a Statement of Work from the Effective Date of that Statement of Work and shall continue to apply for the term of that Statement of Work.

2.4 Each Statement of Work will come into effect on the date of last signature (the "**Effective Date**") and shall run until all the Professional Services have been provided, or the Statement of Work is terminated pursuant to clause 10 of these Terms and Conditions.

2.5 Neither publication of these Terms and Conditions nor their availability on Getronics' website shall oblige either the Customer or Getronics to enter into any Statement of Work.

2.6 The version of these Terms and Conditions identified in the applicable Statement of Work shall continue to apply to that Statement of Work for its term, notwithstanding any subsequent amendment, replacement or republication of these Terms and Conditions.

3. CUSTOMER'S OBLIGATIONS

Customer agrees as follows:

3.1 Where a Statement of Work is executed by both parties, to issue a purchase order to Getronics prior to commencement of the Professional Services. The Customer agrees that its standard business terms and conditions, even if referred to in the Customer's purchase order, are expressly excluded.

3.2 For the avoidance of doubt, the Customer's obligation to issue a purchase order is an administrative requirement only, and the Customer's failure to issue a purchase order shall not relieve the Customer of its obligation to pay Charges properly due for Professional Services performed in accordance with the applicable Statement of Work.

3.3 To reimburse Getronics for such Expenses as may be specified in the Statement of Work or agreed by the Customer in writing.

3.4 To furnish the Personnel with such accurate information and documents as are available to Customer and as the Personnel may reasonably request or require for the proper performance of the Professional Services;

3.5 If applicable, to provide the Personnel, at no cost to Getronics, with access to the Locations, a safe and secure workplace and such facilities (including, but not limited to, desks, computing equipment, properly licensed software and network access) as the Personnel may reasonably require while at the Locations;

3.6 To provide the Personnel, at no cost to Getronics, with any Customer specific training, including but not limited to health and safety, and security, as the Personnel may reasonably require while at the Locations and whilst undertaking the Professional Services;

3.7 To provide resources and access to staff as may be specified in the Statement of Work to ensure any Customer dependencies specified in the Statement of Work are met;

3.8 To perform the responsibilities allocated to the Customer in the Statement of Work. The Statement of Work shall specify responsibility for managing the timetable, directing and prioritising the Personnel's activities and implementing any Deliverables. Unless the Statement of Work specifically states otherwise, the Customer shall be solely responsible for those matters;

3.9 Where the Statement of Work requires timesheet approval, to approve the Personnel's timesheets or notify Getronics in writing of any specific objection, with supporting reasons and identification of the entries concerned, within seven (7) calendar days after receipt, or such other period as may be specified in the Statement of Work. Any entries not specifically objected to within that period shall be deemed approved; and

3.10 The Customer's written or deemed approval of timesheet entries pursuant to clause 3.9 shall constitute (a) acceptance of the Professional Services charged by reference to the Personnel's time and recorded in those entries and (b) confirmation that Getronics has discharged its obligations to provide those Professional Services for the period and to the extent covered by those entries. Unless the Statement of Work expressly makes payment of the relevant Charges conditional upon acceptance of a specified Deliverable, the Customer's obligation to pay Charges for those Professional Services in accordance with clause 5 shall not depend upon acceptance of any resulting Deliverable, and dissatisfaction with its findings, conclusions or recommendations shall not, of itself, entitle the Customer to withhold or delay payment of those Charges. An objection to any timesheet entry shall not delay approval of other entries or payment of the Charges attributable to them. Approval shall not discharge separate obligations to produce or deliver Deliverables, obligations relating to other Professional Services, or obligations which expressly or by their nature continue after acceptance.

4. GETRONICS' OBLIGATIONS

Getronics agrees as follows:

4.1 Getronics will provide the Professional Services in accordance with the applicable Statement of Work, including, as applicable, providing the Personnel, performing the specified activities and producing the Deliverables identified in that Statement of Work;

4.2 As and when reasonably required, to provide the Customer with evidence that the Personnel meet the training and qualification requirements specified in the Statement of Work and those required by applicable legislation and regulations;

4.3 To be solely responsible for payment of the salaries or other remuneration to the Personnel, including responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such Personnel may be entitled;

4.4 The Personnel shall not, at any time, be deemed to be employed by Customer, and Getronics shall be responsible for claims relating to the Personnel;

4.5 The Personnel shall adhere to security and safety procedures as reasonably instructed by Customer during the delivery of the Professional Services at the Locations; and

4.6 To use its reasonable endeavours to perform the Professional Services in accordance with any agreed timetable set out in the Statement of Work.

5. CHARGES & PAYMENT

5.1 All Charges applicable to Professional Services performed in a country shall be increased each year on January 1st by a percentage equal to the 'inflation rate, average consumer price (annual percent change)' value for that country ("**Inflation**") which having selected the applicable country where Services are performed will be the value published on the applicable 'Country Data' table within the 'countries' section of the website of the International Monetary Fund ("**IMF**"). Notwithstanding the foregoing, all Charges applicable to Professional Services performed in a country may also (at Getronics' sole discretion) be increased immediately and/or at any time if in any month the IMF publishes an inflation rate, average consumer price value of 5% or more for that country ("**Unexpectedly High Inflation**") and by a percentage equal to such Unexpectedly High Inflation. Any increase applied for Unexpectedly High Inflation shall be taken into account in calculating any subsequent increase, whether for Unexpectedly High Inflation or the next annual Inflation increase, so that the same Inflation is not applied more than once.

5.2 Unless stated otherwise in the Statement of Work, any Charges, rates and prices set out in the Statement of Work which are presented in a currency that differs to that being invoiced will be adjusted by a value equal to the foreign currency exchange rates published on http://www.oanda.com/currency/converter/ at the date the invoice is constructed.

5.3 Unless stated otherwise in the Statement of Work, Getronics shall invoice the Charges and Expenses (if any) to the Customer monthly in arrears, providing additional supporting documentation, such as timesheets, as may be agreed by the parties from time to time or specified in the Statement of Work. The absence of a Customer purchase order or purchase order number shall not prevent Getronics from issuing an invoice for Charges or Expenses properly due under a Statement of Work.

5.4 The Customer shall pay invoices within thirty (30) days of the date of invoice (the "**Due Date**").

5.5 If the Customer fails to make payment on the Due Date, then Getronics may (a) suspend the Professional Services; and/or (b) charge interest on overdue amounts at the statutory rate applicable to late payment of commercial debts under the law governing the applicable Statement of Work, together with any costs of recovery recoverable under applicable law.

6. TAXES

6.1 All Charges, rates or prices stated or referred to in the Statement of Work are exclusive of value added tax, local sales tax, use tax, excise tax, consumption tax, any other taxes or duties, which shall be charged in addition at the rate ruling at the tax point.

6.2 If the Customer is required by applicable law to make any deduction or to withhold from any sum payable to Getronics, it may withhold such sum in accordance with applicable laws, provided however that the amounts payable to Getronics shall be grossed up by the Customer with such additional amounts that after such withholding Getronics shall receive the same net amount as if no such withholding would have been required.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights owned by or licensed to a party prior to the Effective Date of the applicable Statement of Work or developed independently of that Statement of Work ("**Background IPR**"), shall remain vested in that party or its licensors.

7.2 Where a Statement of Work results in the creation of a Deliverable, subject to clause 7.1 and any third-party intellectual property rights incorporated into that Deliverable, Getronics shall assign to the Customer all intellectual property rights created specifically for the Customer in that Deliverable. Such assignment shall take effect only when the Customer has paid all Charges due under the applicable Statement of Work. To the extent that any Getronics Background IPR is incorporated into, or is necessary for the Customer to use, a Deliverable, Getronics grants to the Customer, with effect from payment of all Charges due under the applicable Statement of Work, a perpetual, non-exclusive, worldwide, royalty-free licence to use such Getronics Background IPR as part of, and to the extent necessary to use, the Deliverable, but not independently of the Deliverable. Where any third-party intellectual property rights are incorporated into a Deliverable, Getronics shall use reasonable endeavours to obtain for the Customer such rights or licences as are necessary to use the Deliverable. Getronics shall waive, or procure the waiver of, any moral rights in any copyright works assigned to the Customer under this clause 7.2.

7.3 Each party (the "**Indemnifying Party**") shall indemnify the other party against all liabilities, damages, costs and expenses arising from any third-party claim that the materials, information, designs or other items provided by the Indemnifying Party for use in connection with a Statement of Work infringe the intellectual property rights of that third party. This indemnity shall be conditional upon the other party:

a) promptly notifying the Indemnifying Party of the claim;
b) not making any admission, settlement or compromise in relation to the claim without the Indemnifying Party's prior written consent; and
c) providing such reasonable assistance as the Indemnifying Party may require, at the Indemnifying Party's cost.

The Indemnifying Party shall be entitled to control the defence and settlement of the claim, provided that it shall not agree any settlement which imposes any liability or obligation on the other party without that party's prior written consent.

7.4 Getronics shall have no liability in respect of claims for infringement of any intellectual property rights of a third party arising from the execution of its obligations under the Statement of Work in accordance with the Customer's designs, plans, specifications, or specific instructions.

8. CONFIDENTIAL INFORMATION

8.1 Each party shall keep confidential all information of a confidential nature disclosed to it by or on behalf of the other party in connection with these Terms and Conditions or any Statement of Work and shall use such information only for the purposes of performing its obligations or exercising its rights under these Terms and Conditions or the applicable Statement of Work.

8.2 A party may disclose confidential information to its employees, Personnel, contractors, professional advisers and affiliates who need to know such information for those purposes, provided that it ensures that such persons are subject to appropriate confidentiality obligations.

8.3 The obligations in this clause 8 shall not apply to information which the receiving party can demonstrate:

a) is or becomes publicly available other than through a breach of these Terms and Conditions;
b) was lawfully known to the receiving party before disclosure;
c) is lawfully received from a third party without restriction as to its use or disclosure; or
d) is independently developed by the receiving party without use of the other party's confidential information.

8.4 A party may disclose confidential information to the extent required by applicable law, a court of competent jurisdiction or a regulatory authority, provided that, where legally permitted, it gives the other party reasonable prior notice of the required disclosure.

8.5 In relation to confidential information disclosed in connection with a Statement of Work, the obligations in this clause 8 shall continue for two (2) years after termination or expiry of that Statement of Work. In relation to confidential information disclosed in connection with these Terms and Conditions generally and not relating to a particular Statement of Work, those obligations shall continue for two (2) years after the date of disclosure. In each case, where the information constitutes a trade secret, those

obligations shall continue for so long as that information remains a trade secret.

9. WARRANTIES

9.1 Getronics warrants that it will use all reasonable skill and care in carrying out the Professional Services.

9.2 The Customer agrees and accepts that the express obligations and warranties made by Getronics in these Terms and Conditions and the Statement of Work are in lieu of and to the exclusion (so far as permitted by applicable law) of any other warranty, condition, term, undertaking or representation of any kind, (excluding always any fraudulent misrepresentations) express or implied, statutory or otherwise relating to the Professional Services provided in connection with the Statement of Work, including (without limitation) those as to the condition, quality and performance of Professional Services, or any Deliverable.

10. TERMINATION

10.1 Either party shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the other party to terminate forthwith the Statement of Work in any of the following events:

a) If a party commits a material breach of the terms of the Statement of Work, including these Terms and Conditions which are incorporated into the Statement of Work, then provided that if the breach in question is one which the breaching party can effectively remedy then the said notice of termination shall not be effective to terminate the Statement of Work unless the breaching party fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of, or;

b) If a party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

10.2 Getronics shall have the right to terminate the Statement of Work where the Customer has failed to pay undisputed Charges by the Due Date and Getronics has, in good faith, and in writing sought payment from the Customer and has served on the Customer a final written reminder for payment specifying that a failure to pay will result in Getronics terminating the Statement of Work and a further period of five (5) days has elapsed since that reminder was served.

10.3 Termination or expiry of a Statement of Work shall not affect any rights or liabilities accrued before the date of termination or expiry. The Customer shall pay all Charges and Expenses properly due for Professional Services performed up to that date, including any Professional Services performed but not yet invoiced, together with any reasonable, non-cancellable third-party costs properly incurred by Getronics in connection with the Statement of Work prior to termination. Where reasonably requested by the Customer, Getronics shall deliver any partially completed Deliverables for which the Customer has paid the applicable Charges and shall undertake such reasonable wind-down activities as the parties may agree. Any such wind-down activities shall be charged on a time and materials basis at Getronics' then-applicable rates. Any provision of these Terms and Conditions or the Statement of Work which expressly or by its nature is intended to continue after termination or expiry shall remain in effect.

11. LIMITS OF LIABILITY

11.1 Subject to clause 11.2, neither party shall be liable to the other for:

a) any indirect, consequential, incidental, special, exemplary or punitive damages, costs or expenses; and/or

b) any losses of production, losses caused by delay or corruption to data, loss of profits, revenue, contracts, goodwill or anticipated savings, or loss of operational or management time of any kind whatever and however caused, and whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, and even if foreseeable or suffered in circumstances where the party has been advised of the possibility of such losses; and/or

c) any losses, costs or damages claimed under or in connection with the Statement of Work, where such claim is not notified to the other party within two years of the occurrence of the breach or circumstances giving rise to the claim or (if later) such time as the party should reasonably have become aware of the facts constituting such breach or circumstances.

11.2 Nothing in these Terms and Conditions or the Statement of Work shall limit either party's liability for:

a) losses, liability for which may not be otherwise limited or excluded under applicable law;

b) fraud and fraudulent misrepresentation; and

c) death or personal injury caused by the negligence of either party, its employees, agents or sub-contractors in the course of their engagement under the Statement of Work.

11.3 Getronics' liability for physical damage to or loss of tangible property to the extent it results from the negligence of Getronics, its employees, agents or sub-contractors within the course of their engagement under the Statement of Work shall be limited to one million Euro (€1,000,000) in respect of each incident or series of connected incidents.

11.4 Except as set out in clause 11.3 and subject to clause 11.2, each party's total aggregate liability, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with a Statement of Work shall not exceed one hundred and twenty percent (120%) of the total Charges paid or payable by the Customer under that Statement of Work (excluding value added tax).

11.5 The parties acknowledge and agree that the limitations of liability and allocations of risk contained in this clause 11 have been considered and determined by the parties to be reasonable limitations and are reflected in the level of Charges for the Professional Services.

11.6 Nothing in this clause 11 shall limit the Customer's obligation to pay Charges, Expenses or taxes properly due under a Statement of Work.

12. INSURANCE

12.1 Getronics will procure that the following insurance cover, or where greater any insurance cover imposed by applicable law, is taken out and maintained in respect of Getronics liability under or in connection with a Statement of Work:

Employers' Liability (if applicable)	the amount required by applicable law
General Liability Insurance	€1,000,000 or the equivalent in local currency
Cyber/Tech Errors & Omissions	€1,000,000 or the equivalent in local currency

12.2 Getronics will upon request provide evidence that the insurance policies maintained under this clause 12 are in force.

13. ACCEPTANCE

13.1 The Statement of Work shall specify the Professional Services, the engagement period or projected schedule, the allocation of management and delivery responsibilities, the Charges and payment arrangements and, where applicable, the Personnel requirements, Locations, Deliverables, Acceptance Criteria, Customer dependencies and arrangements for recording time.

13.2 Acceptance of the Deliverables (if any) will occur upon the earlier of:

a) successful completion of any acceptance tests specified in the Statement of Work which demonstrate that the Deliverables comply in all material respects with the Acceptance Criteria;

b) the Customer's use of the Deliverables for any purpose other than acceptance testing; or

c) seven (7) calendar days after Getronics notifies the Customer that the Deliverables are ready for acceptance, unless within that period the Customer notifies Getronics in writing of any specific material failure of the Deliverables to meet the Acceptance Criteria.

13.3 Where the Customer gives notice under clause 13.2(c), Getronics shall use reasonable endeavours to remedy the identified failure and resubmit the affected Deliverables for acceptance in accordance with this clause 13.2.

13.4 The availability, operation, performance or functionality of any hardware, software, services or systems which interface with, otherwise affect or are affected by a Deliverable shall be disregarded for the purposes of acceptance, except to the extent that the applicable Acceptance Criteria expressly require the Deliverable to interface or operate with such hardware, software, services or systems.

13.5 Acceptance of Professional Services other than Deliverables shall occur in accordance with the arrangements specified in the Statement of Work or, where no such arrangements are specified, upon performance of those Professional Services in accordance with the Statement of Work. Where timesheet approval forms part of the agreed arrangements, such approval shall not be unreasonably withheld or delayed.

13.6 Acceptance shall confirm completion of the Professional Services or Deliverables to which it relates and shall not discharge obligations relating to other Professional Services or Deliverables, or obligations which expressly or by their nature continue after

acceptance. Liability in connection with accepted Professional Services or Deliverables shall remain subject to the applicable Terms and Conditions, including clause 11.

14. NOTICES

14.1 All notices served under or in connection with these Terms and Conditions or a Statement of Work shall be in writing and in the English language and shall be cross referenced to the clause in these Terms and Conditions or the section in the Statement of Work to which it relates.

14.2 Notices under these Terms and Conditions or a Statement of Work shall be delivered personally or sent by prepaid post to the addresses specified for notices in the applicable Statement of Work, marked for the attention of the relevant party's Managing Director, with a copy to its General Counsel or equivalent senior legal officer.

15. NON-SOLICITATION

15.1 Neither party shall, for a period of six (6) months from the date a Statement of Work terminates, (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away):

a) from the employment of that party, any employee of the other party who is employed or engaged in any Statement of Work; or

b) any agent or subcontractor of the other party that has been introduced or is engaged in any Statement of Work.

15.2 A party shall not be in breach of clause 15.1(a) or clause 15.1(b) as a result of running a public advertising campaign open to all comers and not specifically targeted at any of the employees or the agents or subcontractors of the other party.

15.3 A party in breach of the terms of clause 15.1(a) shall pay to the other by way of liquidated damages a sum equal to the annual salary (net of benefits) of the employee concerned which each party acknowledges is a fair and reasonable assessment of the loss likely to be suffered as a result of breach of this clause 15.1(a).

16. ETHICAL BEHAVIOUR

16.1 Each party shall and shall procure that its officers, employees, agents and service providers shall:

a) comply with all applicable anti-corruption laws including but not limited to the Bribery Act 2010 as amended ("**Anti-Corruption Laws**"); and

b) not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of any agreement between the parties and/or for either party to obtain any benefit from the other party which would violate any Anti-Corruption Laws.

16.2 If either party becomes aware of any breach or suspected breach of this clause 16, that party shall promptly notify the other party and the non-breaching party may immediately suspend operation of all or part of the Statement of Work by giving written notice to the other party, pending an investigation into the breach or suspected breach. Each party shall assist the other party in any such investigation, including by providing access to relevant personnel, documents and systems.

16.3 If, in the reasonable opinion of the non-breaching party, the breach of this clause 16 was directly ordered or authorised by the breaching party, or the breaching party otherwise failed to take reasonable action that would have prevented a breach of the obligations in this clause 16, the non-breaching party may immediately terminate any or all Statements of Work between the parties by giving written notice to the other party.

17. MISCELLANEOUS

17.1 The Statement of Work is not assignable by either party without the prior written consent of the other and any such attempted assignment shall be void.

17.2 Getronics may sub-contract any of its obligations under a Statement of Work to its affiliates or third parties, provided that Getronics shall remain responsible for the performance of those obligations.

17.3 A Statement of Work may expressly vary these Terms and Conditions, provided that such variation is identified as a special term, it clearly identifies the provision of these Terms and Conditions being varied and it states the intended variation. Any such variation shall apply only to that Statement of Work. Following execution, a Statement of Work may only be amended by a Change Control Note signed by duly authorised representatives of both parties. Getronics may publish revised versions of these Terms and Conditions from time to time, but no such revision shall amend or otherwise affect an existing Statement of Work unless expressly agreed by the parties in writing.

17.4 No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder.

17.5 The invalidity or unenforceability for any reason of any part of these Terms and Conditions shall not prejudice the continuation in force of the remainder of these Terms and Conditions.

17.6 These Terms and Conditions, each Statement of Work and any dispute or claim arising out of or in connection with either, whether in contract and/or in tort (a "**Dispute**"), shall be governed by, and construed in accordance with, the laws of the country where Getronics is registered. Each party irrevocably submits to the exclusive jurisdiction of the local courts of the country where Getronics is registered to settle any Dispute arising under or in connection with these Terms and Conditions or a Statement of Work.

17.7 No liability shall attach to Getronics, its agents or employees, in respect of any representations, other than fraudulent misrepresentations, made or advice given unless confirmed in writing by Getronics.

17.8 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of the Charges by the Customer) provided that such delay or failure is due to causes beyond its reasonable control.

17.9 The parties do not intend any term of these Terms and Conditions and/or the Statement of Work to confer rights on a person who is not a party to the Statement of Work.

17.10 The Customer acknowledges that it has read these Terms and Conditions and understands that upon the mutual execution of a Statement of Work they agree to be bound by them. The Customer further agrees that the Statement of Work, together with these Terms and Conditions incorporated into it, constitutes the complete and exclusive statement of the mutual understanding of the parties in relation to the Professional Services specified in that Statement of Work and supersedes all previous written and oral agreements and communications relating to its subject matter.

18. DATA PROTECTION

18.1 Each party shall comply with all data protection and privacy laws and regulations applicable to its processing of personal data in connection with these Terms and Conditions and any Statement of Work ("**Data Protection Legislation**").

18.2 Where a Statement of Work specifies that Getronics will process personal data on behalf of the Customer ("**Customer Personal Data**"), the Customer shall be the controller and Getronics shall be the processor in respect of that Customer Personal Data. The Statement of Work shall identify the subject matter, duration, nature and purpose of the processing, the types of Customer Personal Data and the categories of data subjects.

18.3 Where Getronics acts as a processor, Getronics shall:

a) process Customer Personal Data only on the documented instructions of the Customer, except where otherwise required by applicable law;

b) ensure that persons authorised to process Customer Personal Data are subject to appropriate confidentiality obligations;

c) implement appropriate technical and organisational measures to protect Customer Personal Data;

d) provide reasonable assistance to the Customer, taking into account the nature of the processing and information available to Getronics, in relation to data subject requests, security, personal data breaches, impact assessments and regulatory consultations;

e) notify the Customer without undue delay upon becoming aware of a personal data breach affecting Customer Personal Data;

f) on termination or expiry of the applicable Statement of Work, delete or return Customer Personal Data in accordance with the Customer's written instructions, unless applicable law requires its continued retention; and

g) maintain such information as is reasonably necessary to demonstrate compliance with its obligations under this clause 18.

18.4 The Customer gives Getronics general authorisation to appoint affiliates and third parties as subprocessors. Getronics shall ensure that each subprocessor is subject to data protection obligations consistent with those imposed on Getronics under this clause 18 and shall remain responsible for the performance of those obligations by its subprocessors.

18.5 Where Customer Personal Data is transferred internationally, each party shall comply with any requirements of the applicable Data Protection Legislation relating to that transfer.