

Web Services Terms & Conditions

This agreement is made between (1) the party named in the Order Form (“You” or “Your”) and Iress FS Limited (“Iress”, “We”, “Us” or “Our”) whose registered number is 02958430 and whose registered office is situated at 1 Kingmaker Court, Warwick Technology Park, Gallows Hill, Warwick CV34 6DY (the “Agreement”).

DEFINITIONS

Authorised Users: You or an employee or agent of You who has been nominated by You as an authorised user to access and to use the Web Services;

Client(s): means any client(s) of You and/or Your Authorised Users;

Commencement Date: means (i) in respect of the Webtools Plug In, the date upon which We provide You with the Passwords for You and Your Authorised Users to access and use a Webtools Plug In (ii) in respect of a Templated Website, the date upon which Iress makes the Template Website available for Your sign off and review; and (iii) in respect of a Custom Website, the date of go live of the Custom Website;

Custom Website: a website which is hosted by Iress and which is based on a Template Website which is customized for You by Iress in accordance with the Order Form or as otherwise agreed by Iress;

Fees: means the fees payable by You for the Web Services;

Group: means the group of companies of which the party referred to forms part and comprising of that party and all other companies from time to time being subsidiaries of that party, subsidiaries of that party's holding company, or subsidiaries of such subsidiaries;

Initial Period means a period of 12 months from the Commencement Date;

Intellectual Property Rights: means all intellectual property and related rights of any nature whatsoever throughout the world (whether in existence before or after the Commencement Date) for the full duration of the same including, without limitation: (i) all patents, registered or unregistered designs; registered or unregistered trademarks, service marks, copyrights, utility models and any and all applications for registration of any of the same wheresoever made; (ii) computer software and database rights of any nature, semi-conductor topographies and know-how; and (iii) any right or interest in any of the foregoing together with any applications to protect the same and any similar or equivalent rights arising or subsisting throughout the world;

Investment Loss: means any direct, indirect, incidental, special or consequential loss or damage arising from or relating to investments in assets or securities and trading or trades in assets or securities or any other products shown in the Web Tools Plug In, in each case made or entered into or executed erroneously or not at all (including as a result of any service or data accessed by an Authorised User);

Order Form: means the Order Form setting out the Web Services to be purchased by You and the Fees;

Password: means the individual application username and password given to each Authorised User which provides that Authorised User with access to and use of Web Services;

Search – any product search undertaken by an Authorised User via the Webtools Plug In which results in a call being made to the Iress web service system and a product search result returned for display on the Webtools Plug In. This includes each completed full product search, each amended full product search, each product search results page viewed and each product details page viewed from the search results.

Templated Website: an Iress template website chosen and subscribed to by You and which is hosted by Iress;

Third Party Provider: means a company that provides Third Party Services via the Web Services;

Third Party Services: means software, services, information and/or data owned or controlled by Third Party Providers which is provided and/or made available to Authorised Users;

Unacceptable Content: means any material of any nature which (i) is unlawful, defamatory, indecent, obscene, abusive, menacing or harassing in nature, (ii) contains any criticism of Us or any member of Our Group; (iii) would (if published) constitute a contempt of court; (iv) promotes violence or illegal activities or promotes discrimination based on race, sex, religion, national origin, physical disability or age; or (v) contains any viruses, worms, Trojan horses or other contaminants or disabling devices that may modify, delete, disable or damage any data, files, software or systems;

Webtools Plug In – Iress’ plug-ins which can be incorporated into a Website or Your own website supplied for use by You or by Authorised Users on Your behalf by way of a plug in web service;

Web Services- means the Website and/or Webtools Plug In as relevant being the services provided to You as set out in the Order Form;

Website – a Custom Website or a Templated Website.

- a. References to a statute or a statutory provision include a reference to that statute or statutory provision as from time to time modified, extended, consolidated or re-enacted and includes all subordinate legislation made pursuant to it (provided that Our liability is not increased and/or Our rights materially altered by such modification, extension, consolidation or re-enactment).
- b. A reference to a clause is a reference to a clause of this Agreement. A reference to one gender includes a reference to the other gender.
- c. References to You in this Agreement shall be deemed to include such members of Your Group. You shall be liable for all actions and/or omissions of Your Group and each of Your Authorised Users as if they were Your own acts and/or omissions.

1 LICENSE

- 1.1 In consideration of You paying Us the Fees set out in the Order Form, We grant both You and Your Authorised Users a non-exclusive, non-transferable licence (without rights to sub-licence) to access and use the Web Services detailed in the Order Form in accordance with this Agreement from the Commencement Date until termination of this Agreement in accordance with its terms.
- 1.2 This Agreement shall apply to the Web Services to which You and/or Your Authorised Users subscribe from time to time except for where You or Your Authorised Users are asked to enter into or deemed to have entered into alternative terms directly with a Third Party Provider (including in respect of third party plug ins) whereupon Your entire recourse and sole remedy for those Third Party Services shall be directly against the Third Party Provider.

2 Iress OBLIGATIONS

Iress will provide such Web Services as are detailed in the Order Form.

3 YOUR OBLIGATIONS AND OBLIGATIONS OF AUTHORISED USERS

You will:

- 3.1 abide by the terms of this Agreement at all times;
- 3.2 ensure that You and Your Authorised Users only use the Passwords allocated by Us to You and Your Authorised Users for the purposes of accessing the Web Services for the lawful purposes of Your business only;
- 3.3 ensure that You and Your Authorised Users comply with the acceptable use policy in respect of the Web Services at the following hyperlink www.rackspace.co.uk/legal/aup as updated from time to time;
- 3.4 ensure that the Passwords provided to You and Your Authorised Users are used on an individual basis and that there shall be no concurrent use or sharing of Passwords;
- 3.5 only set up the Webtools Plug in once on any URL; and
- 3.6 promptly provide approval for a Website when made available to You for your sign off and review. For the avoidance of doubt, if no formal acceptance is provided by You within 14 days of being provided by Iress for approval, the Website shall be deemed accepted.

4 RESTRICTIONS ON USE

- 4.1 Except as permitted by law, You shall not and You shall procure that Your Authorised Users shall not (i) rent, lease, sub licence, loan, merge, vary, alter, modify, translate, reverse engineer, decompile, disassemble, reformat, adapt, modify or edit (in whole or in part) Web Services or (ii) permit Web Services or any part of it to be combined with or become incorporated in, any other programme (without our consent) or create derivative works based on it, (in whole or in part). For the avoidance of doubt, You may not resell the Webtools Plug In functionality to any third party without Our prior consent.
- 4.2 You or Your Authorised Users shall not alter or remove any copyright, trade mark, notice of Intellectual Property Rights and/or any other protective notices contained in or made available during the provision of Web Services.
- 4.3 Neither You nor Your Authorised Users may use Web Services:
 - 4.3.1 other than in accordance with this Agreement and any instructions provided to You by Us from time to time;
 - 4.3.2 to transmit, download or access Unacceptable Content; and
 - 4.3.3 for commercial time sharing, rental or service bureau use, advertising or spamming, or as part of an outsourcing service for a third party.

5 FEE

- 5.1 You shall pay the appropriate Fees as set out in the Order Form. The Fees are exclusive of VAT which shall be payable in addition. You shall pay any invoice arising from this Agreement within thirty (30) days of the invoice date.
- 5.2 In respect of Webtools Plug In, a monthly in advance Fee will be payable based on the tier of services which You subscribe to (based on maximum number of searches) as set out in the Order Form;
- 5.3 In respect of a Template Website:
- 5.3.1 the setup Fee shall be payable up front by credit card or debit card upon signature of the Order Form (for the avoidance of doubt, the set-up services shall not be provided until such payment is received by Iress); and
 - 5.3.2 the monthly licence Fee will be payable monthly in advance by direct debit from the Commencement Date. Alternatively an annual subscription may be made by paying the license Fee annually in advance by cheque, credit card, chaps or bacs.
 - 5.3.3 any change in a template choice will be subject to a new build fee at the then current rate.
- 5.4 In respect of a Custom Website;
- 5.4.1 50% of the setup Fee shall be payable when the Website is made available for acceptance to You and the remaining 50% shall be payable on the Commencement Date; and
 - 5.4.2 the monthly licence Fee will be payable monthly in advance by direct debit from the Commencement Date. Alternatively an annual subscription may be made by paying the license Fee annually in advance by cheque, credit card, chaps or bacs.
- 5.5 Any additional professional services will be chargeable at Our then standard time and material rates.
- 5.6 In the event of late payment of any Fees due under this Agreement, Iress has the right to charge You interest at the rate of 2% above base rate of Barclays Bank per month on all unpaid charges arising under this Agreement.
- 5.7 Iress may vary the Fees by giving You at least 30 days' written notice.

6 DATA PROTECTION

The parties shall comply with the provisions of the Schedule to this Agreement (Data Protection).

7 AVAILABILITY OF THE WEB SERVICES

- 7.1 Iress will use reasonable endeavours to ensure the Web Services are available (excluding outages for planned and emergency maintenance) 99% of the time.
- 7.2 Iress has the right to deploy upgraded versions of the Web Services as long as the new functionality enhances the customer experience. Major new releases of Webtools Plug In with significantly enhanced functionality may be released as an optional service to existing customers and may be subject to additional license fees. You acknowledge that the Internet, world wide web, ftp, usenet, email and services provided via any of the aforementioned are inherently uncontrollable by Us and that We cannot be held responsible or liable for any errors, omissions, delays or inability to use such services or for the introduction of any Unacceptable Content by such services
- 7.3 Service failures should be reported to trigold.support@iress.co.uk and reasonable requests will be actioned between the hours of 9:00am and 5:30pm except during weekends and UK bank holidays. Support will not be given where the problem is caused directly or indirectly by operator error or omission of any modifications made by You, Your Authorised Users or authorized third parties.
- 7.4 The Web Service can be branded by You but will always display the phrase "Powered by Iress" or a similar phrase.

8 INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 The Web Services are provided on an 'As Is' and on an 'As Available' basis without any representations or any kind of warranty made (whether express or implied by law and/or regulation), including any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 8.2 Nothing in this Agreement shall operate to limit, restrict or exclude either party's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or anything else which cannot be excluded by law.
- 8.3 Subject to Clause 8.2 above and to the extent permitted by law, We shall not be liable for the following types of losses (i) any purely economic loss; (ii) loss of profit; (iii) loss of turnover; (iv) loss of sales; (v) loss of revenue; (vi) loss of, damage to or corruption of data; (vii) indirect loss; (viii) special losses; (ix) Investment

Loss and/or (x) consequential losses whatsoever incurred by You, Your Authorised Users and/or any third party in relation to Web Services, including in respect of access to and use of Web Services.

8.4 Subject to Clauses 8.1 to 8.3 above and to the extent permitted by law, Our entire aggregate liability to You in respect of all losses, damages, costs, claims or expenses suffered by You and arising out of or in connection with this Agreement howsoever arising in connection with this Agreement will be limited and will in no circumstances whatsoever exceed the total Fees paid by You during the twelve months immediately preceding the date on which the claim arose.

8.5 Content of the Website templates and sites ("Content") may change from time to time and certain areas may contain user defined content and 3rd party content, as such Iress accepts no liability for any Content or for any losses or damages incurred either by the non-availability of Content or for any inaccuracies of the Content.

9 INTELLECTUAL PROPERTY

9.1 All Intellectual Property Rights in the Web Services reside and remain with Iress and/or the relevant Third Party Providers. Neither You nor Your Authorised Users shall question or dispute the ownership thereof or infringe such Intellectual Property Rights in any manner; the rights in Web Services are licensed (not sold) to You; and neither You nor Your Authorised Users have any rights in or to the Web Services other than the right to use it in accordance with the terms of this Agreement. For the avoidance of doubt, You shall retain the Intellectual Property Rights in any Content provided by You (including Your logo) or as may be incorporated into the Web Services.

10 CONFIDENTIALITY

10.1 Subject to the provisions of Clause 10.2, each party (including any and all Authorised Users) (the "Restricted Party") shall, and shall ensure that every other member of its Group shall keep confidential and shall not use for its own purposes, nor disclose any other party's or Group member's Confidential Information which becomes known to the Restricted Party unless such Confidential Information is already in the public domain otherwise than by reason of a breach by the Restricted Party of its obligations under this Clause.

10.2 Disclosure is, however, permitted to the extent that the disclosure is

10.2.1 required by law or by a court or government body with appropriate jurisdiction;

10.2.2 requested by the Restricted Party's professional advisers or a regulatory body to whose jurisdiction or rules the Restricted Party is subject or another member of the Restricted Party's Group;

10.2.3 to the Restricted Party's employees, agents or professional advisers where it is reasonably necessary or desirable to enable the Restricted Party to comply with this Agreement and before the disclosure takes place the Restricted Party makes such employees, agents or professional advisers aware of its obligations of confidentiality under this Agreement and at all times procures compliance by such employee, agents and advisors therewith; or

10.2.4 made with the prior written consent of the disclosing party.

10.3 The parties agree that damages may be an insufficient remedy for breach of the provisions of this Clause 10 and that the disclosing party shall be entitled to seek an injunction for any such breaches.

11 TERMINATION

11.1 Subject to clause 11.2 below, You may terminate the Agreement by providing 3 months' prior written notice, provided that such notice is served so as to take effect at the end of the Initial Period or thereafter.

11.2 This Agreement can be terminated (i) immediately in the event that the other party is in material breach of the Agreement which cannot be remedied within 14 days of the breach; or (ii) immediately by notice if a material breach is incapable of remedy or (iii) insolvency of the other party. Iress may immediately terminate the licence and withdraw access to the Web Services in the event of non-payment of the Fee.

11.3 Upon termination for whatever reason, Iress will remove access to the Web Services and no further Fees will be due.

12 GENERAL

12.1 Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, epidemic, pandemic, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority, power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or default of sub-contractors.

- 12.2 Failure or neglect by Us to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Our rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Our rights to take subsequent action.
- 12.3 In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 12.4 This Agreement does not create any rights enforceable by any person who is not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement.
- 12.5 The relationship between the parties is as set out in this Agreement and no employment, joint venture, partnership or agency will be deemed to subsist between the parties and neither will have the authority to bind the other.
- 12.6 This Agreement together with the Order Form constitutes the entire Agreement between the parties concerning Web Services and supersedes any previous written or oral agreements between the parties relating to Web Services. This Agreement is not affected by any other promise, representation, warranty, usage, custom or course of dealing. You confirm that You have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing shall exclude our liability for any fraudulent statement or act made prior to the date of this Agreement.
- 12.7 The parties hereby agree that this Agreement (including any non-contractual obligations arising as a result of this Agreement) shall be construed in accordance with English law and subject to the non-exclusive jurisdiction of the English courts.

SCHEDULE - DATA PROTECTION

1. Definitions

In this Schedule, the following terms shall have the meanings set out below:

Authorised Processor means a Subprocessor engaged by Iress in accordance with paragraph 10;

Your Personal Data means Personal Data which Iress may have access to in the course of providing the Services and in relation to which You, an authorised user (as set out in a service order (if applicable)), or a member of Your Group, acts as Controller;

Data Privacy Legislation means the EU General Data Protection Regulation 2016/679 (or equivalent legislation that is adopted in England and Wales) and any implementing legislation, rules or regulations that are issued by applicable supervisory authorities; and any other applicable laws, orders and regulations relating to the processing of Personal Data and privacy in England and Wales;

EEA means the European Economic Area;

GDPR means EU General Data Protection Regulation 2016/679;

Model Clauses means the standard contractual clauses adopted by the European Commission for the transfer of personal data from data controllers in the EU to data processors in jurisdictions outside the European Economic Area (EEA) (Decision 2010/87/EU), or any replacement clauses that are adopted by the European Commission from time to time;

Subprocessor means any person (including any third party and any member of the Iress Group, but excluding an employee of Iress) appointed by or on behalf of Iress to process Your Personal Data on behalf of Iress;

The terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Supervisory Authority" and "processing" shall have the meaning given to those terms in the Data Privacy Legislation, and "process" and "processed" shall be construed accordingly.

2. Your Group

If the Personal Data being processed by Iress is data in relation to which a member of Your Group acts as Controller then all rights afforded to You and all obligations applicable to You in this Schedule shall also be deemed to apply to the relevant member of Your Group. Notwithstanding the foregoing, any Claims under the Agreement may only be made by You.

3. Processing of Your Personal Data

- 3.1 The parties agree that for the purposes of the Data Privacy Legislation Iress shall, in the course of the provision of the Services, be acting as a Processor in respect of Your Personal Data.
- 3.2 Each party agrees to comply with the Data Privacy Legislation applicable to it in its role as Controller or Processor (as the case may be) to the extent that it relates to the provision and/or receipt of the Services provided under this Agreement.
- 3.3 Iress shall not process Your Personal Data other than on Your documented instructions (provided that such instructions are within the scope of the Services provided by Iress), unless Iress is required to process Your Personal Data by any law to which Iress is subject (in such a case Iress shall inform You of that legal requirement before processing unless that law prohibits Iress from so notifying You). For the avoidance of doubt, an instruction given by an authorised user of the Services (as set out in a Service Order (if applicable)) shall be deemed to have been given on behalf of You.
- 3.4 Details regarding the scope, nature and purpose of the processing, the type of Personal Data processed by Iress, the duration of the processing and the categories of Data Subject (the "**Processing Information**") are set out in the Annex to this Schedule. You instruct and authorise Iress (and any Authorised Processor) to process Your Personal Data in a manner consistent with the Annex to this Schedule, and where You are acting on behalf of a member of Your Group, You warrant that You are and will at all relevant times remain duly authorised to give the instruction set out in this paragraph 3.4 on behalf of each relevant member of Your Group.

4 Security and Confidentiality

- 4.1 Iress shall ensure that appropriate technical, organisational and security measures are taken against unauthorised or unlawful processing of Your Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data, and on request confirm to You in writing the measures it has adopted.
- 4.2 Iress shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Iress or any Authorised Processor who may have access to Your Personal Data, and shall ensure that such personnel are aware of the confidential nature of Your Personal Data and are subject to enforceable duties of confidence in respect Your Personal Data.

5 Requests by Data Subject

Iress shall notify You promptly upon receipt of any subject access request or other request received from a Data Subject in accordance with the Data Privacy Legislation, and at Your cost, assist You in utilising appropriate technical and organisational measures, in so far as this is possible, in order that You may respond to any such request in a timely manner and in accordance with Your obligations under the Data Privacy Legislation.

6 Breach Notification

- 6.1 Iress shall notify You without undue delay upon becoming aware of a Personal Data Breach affecting Your Personal Data where such breach is likely to result in a risk to the rights and freedoms of a Data Subject.
- 6.2 Iress shall provide all cooperation and information reasonably requested by You in respect of a Personal Data Breach as soon as possible following the detection of the Personal Data Breach by Iress, including:
- (a) details of the nature of the Personal Data Breach;
 - (b) details of Your Personal Data that has been compromised;
 - (c) details of how the Personal Data Breach is being investigated and remedial steps already put in place and to be put in place;
 - (d) contact details of the person within Iress where more information can be obtained regarding the Personal Data Breach.

To the extent that the information detailed above cannot be provided at the same time, it may be provided in phases without undue delay.

7 Data Protection Impact Assessment and Prior Consultation

Iress shall, at Your cost, provide reasonable assistance to You in relation to any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which You reasonably consider to be required pursuant to article 35 or 36 of the GDPR or equivalent provisions of any other Data Privacy Legislation, in each case solely in relation to the processing of Your Personal Data by, and taking into account the nature of the processing and information available to, any Authorised Processor.

8 Audit Rights

- 8.1 Iress shall maintain all necessary records and information to demonstrate its compliance with the provisions set out in this Schedule and shall allow for audits to be conducted by You (or an auditor mandated by You) in accordance with paragraph 8.2 to 8.6 below.
- 8.2 You shall ensure that Iress is provided with reasonable notice of any audit or inspection to be conducted under paragraph 8.1 and shall ensure that (and ensure that any third party carrying out an audit on its behalf makes) reasonable endeavours to comply with any reasonable restrictions and requirements for access (including but not limited to security processes, confidentiality and vetting procedures) imposed by Iress or any other operator of the relevant premises and shall ensure that the conduct of the visits shall not unreasonably disturb Iress' business operations.
- 8.3 Upon the provision of at least 10 Business Days' written notice of an audit (save where You reasonably suspect that there has been a material breach by Iress or an Authorised Processor of the provisions set out in this Schedule, in which case access may be granted on shorter notice), Iress shall allow You (or Your authorised representatives) reasonable access to the premises, information and personnel of Iress and its Authorised Processors to enable You to inspect and audit the data processing activities carried out on behalf of You and to verify Iress' compliance with the provisions set out in this Schedule.
- 8.4 You shall comply with any reasonable restrictions and requirements for access (including but not limited to security processes, confidentiality and vetting procedures) imposed by Iress or an Authorised Processor and shall ensure that the conduct of the visits is within normal business hours and does not unreasonably disturb the business operations of Iress or an Authorised Processor.

- 8.5 You are only entitled to one audit or inspection of an Authorised Processor in any 12 month period, except for any additional audits or inspections which:
- (a) You reasonably consider necessary because of genuine concerns as to Iress' (or an Authorised Processor's) compliance with this Schedule; or
 - (b) You are required or requested to carry out by Data Privacy Legislation, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Privacy Legislation,

in each case provided that You have identified Your concerns or the relevant requirement or request in Your notice to Iress of the additional audit or inspection.

- 8.6 To the extent:
- (a) a physical/ on-site audit or inspection carried out by You (or Your authorised representatives) pursuant to this paragraph 8 exceeds one Business Day, Iress shall be entitled to charge the You for any effort involved in assisting such audit at a rate of £900 per day (excluding VAT) for every day over and above the initial day;
 - (b) Iress is required to respond to any written request for information made by You (or Your authorised representatives) relating to its compliance with the provisions of this Schedule, You shall pay Iress for any effort involved over and above half a Business Day at a rate of £600 per day (or part thereof).

9 Deletion or return of Your Personal Data

Iress shall, upon receipt of a written request from You, delete or return all of Your Personal Data at the end of the provision of the Services to which Your Personal Data relates, provided that Iress may retain copies of Your Personal Data in accordance with any legal and regulatory requirements, and any guidance that has been issued in relation to deletion by a Supervisory Authority.

10 Sub-processing

- 10.1 Iress shall not engage a Subprocessor without Your prior authorisation.
- 10.2 For the purposes of paragraph 10.1, You authorise Iress to appoint the following Subprocessors:
- (a) members of the Iress Group; and
 - (b) third party data centre and hosting services providers;

provided that in each case where the Subprocessor is based outside of the EEA, Iress shall comply with paragraph 11.

- 10.3 In relation to the engagement of a Subprocessor outside of the Iress Group, Iress shall give You prior written notice of the appointment of such Subprocessor, including full details of the processing to be undertaken by that Subprocessor. If, within 30 days of receipt of that notice, You notify Iress in writing of any objections (on reasonable grounds) to the proposed appointment then Iress shall not appoint (nor disclose any of Your Personal Data to) the proposed Subprocessor except with Your prior written consent.
- 10.4 Iress shall ensure that any arrangement between Iress and a Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Your Personal Data as

those set out in this Schedule and meet the requirements of article 28(3) of the GDPR or equivalent provisions of any other Data Privacy Legislation.

11 Transfers of Your Personal Data outside of the EEA

- 11.1 Iress may transfer Your Personal Data to an Authorised Processor who is located outside of the EEA, provided that such transfer is made in accordance with any obligations or standards imposed by the Data Privacy Legislation.
- 11.2 Where Iress seeks to rely on Article 46(2)(c) of the GDPR (or equivalent provisions of any other Data Privacy Legislation) as the legal basis for the transfer of Personal Data to a country outside of the EEA, then in the absence of any standard data protection clauses adopted by the Commission to deal with transfers of data from a Processor to a further Processor, then Iress warrants and represents that it has entered into the Model Clauses as agent for and on behalf of the Authorised Processor, and that Iress entry into such clauses as agent for and on behalf of such Authorised Processor is duly authorised by the Authorised Processor.

12. Your Acknowledgment

- 12.1 Without prejudice to the generality of paragraph 3.2, You warrant that in relation to all Your Personal Data which is processed by Iress or an Authorised Processor:
- (a) You will ensure that all required fair processing notices are provided to the relevant Data Subjects which are sufficient in scope to enable Iress or any of the Authorised Processors to carry out their obligations under this Agreement in accordance with the Data Privacy Legislation; and
 - (b) Your Personal Data transferred to Iress can be lawfully processed by Iress (or any of the Authorised Processors).

13. Indemnity

Each party shall indemnify and keep indemnified the other from and against any and all losses and third party claims which the other party may suffer or incur (directly or indirectly) in relation to that first party's (or that first party's Group or both) failure to comply with its obligations set out in this Schedule (Data Protection Indemnity).

14. General Terms

- 14.1 Where any change in Data Privacy Legislation makes it reasonably necessary for any provision included within this Schedule to be amended in order to ensure continued compliance, the parties shall promptly and in advance of such changes taking effect discuss, agree and give effect to necessary amendments, each acting reasonably and in good faith.

ANNEX TO SCHEDULE - PROCESSING INFORMATION

(a) Scope and purpose of processing:

Iress may process Your Personal Data during the provision of any of the following services to You:

- Advisory, consultancy and project related services;
- Training;
- Data migration services;
- Configuration, design, development and implementation services;
- System administration services
- Testing and verification services;
- Sourcing financial products and services (including, but not limited to, mortgage, life and protection products);
- Hosted services;
- Support and maintenance services.

Processing may also be carried out in order to anonymise Your Personal Data to enable the Iress Group to utilise such anonymised data for its legitimate business purposes, including for analytical purposes, to produce management information and to deliver or improve Iress services and solutions. Iress may also provide such anonymised data to third parties.

(b) Nature of processing:

The nature of the processing activity may include:-

- receiving, uploading, downloading, extracting, copying, duplicating, transmitting, organising, referencing, indexing, classifying, compressing, compiling, updating, transferring, transforming, analysing, modelling, changing, maintaining, protecting or securing, preserving, storing, backing-up or archiving, restoring, retrieving and accessing Your Personal Data in order to perform any of the services set out in paragraph (a) above (or any other services which Iress may be instructed to provide in accordance with paragraph 3.3);
- destroying, erasing and/or anonymising Your Personal Data;
- processing Your Personal Data in order to comply with Iress' obligations under the Data Privacy Legislation, or to assist You in complying with its obligations, including responding to any requests made by Data Subjects;

(c) Duration of Processing

Iress will process Your Personal Data for the duration of the provision of the Services. Upon termination of the Services, and subject to paragraph 9, Your Personal Data will be retained in accordance with the principles set out in Iress Global Data Protection Policy and its Data Retention Policy (each as amended from time to time).

(d) Types of Personal Data

Iress may process Your Personal Data which falls into the following categories:

- Personal details which may include (without limitation): names, addresses, date of birth, sex, National Insurance number, passport number, tax identification numbers, telephone and mobile numbers and email addresses
- family details
- lifestyle and social circumstances
- goods and services
- employment, education details and trade union membership
- income and financial details which may include (without limitation): bank account details, investment details, insurance details, documentation of the above and notes of meetings.

- physical or mental health details which may include (without limitation): smoker status and health records
- racial or ethnic origin or religious preference
- nationality
- photographs
- IP addresses
- any other information which is uploaded into the Services pursuant to this Agreement.

Categories of data subject

Staff (including permanent staff, volunteers, agents, temporary and casual workers), sub-contractors, agents, advisers, consultants, referrers or other professional experts, of (a) You; (b) members of the Your Group; (c) third party suppliers to You (or members of Your Group); (d) other third parties to whom You may make Iress software/ services available in accordance with the Agreement.

Clients or potential clients (including, where relevant, their relatives, dependents, guardians and associates) of (a) You; (b) members of Your Group; (c) third parties to whom You may make Iress software/services available in accordance with the Agreement.