

GENERAL TERMS & CONDITIONS**1 Definitions and interpretation****1.1** In these Conditions the following definitions apply:

Acceptance Conditions: has the meaning given in clause 7.2;

Affiliate: means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Applicable Law: means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

Authorised Representative: means the individual identified for each party in the Order;

Background IPR: means Intellectual Property Rights that belong to or are licensed to a party prior to the Commencement Date and/or that are generated or acquired after the Commencement Date excluding the Deliverables;

Bribery Laws: means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

Business Day: means a day (other than a Saturday or Sunday) on which banks are ordinarily open for business in the city of London and any reference to a “day” shall mean a period of 24 hours running from midnight to midnight;

Commencement Date: means the date defined in clause 2.6;

Conditions: means Sofina’s standard terms for purchase of Goods and/or Services set out in this document;

Confidential Information: means any information relating to either Party, or from a third party disclosed to a Party which is obviously confidential in nature, or has been identified as confidential, which is disclosed (in any format and by any medium) by one Party to the other Party whether before or after the Commencement Date;

Contract: means the agreement between the Supplier and Sofina for the sale and purchase of the Goods and/or Services incorporating the Order, these Conditions, any Specification and including all and any schedules, attachments, annexures and statements of work;

Contract Year: means a period of 12 months starting on the Commencement date and each anniversary of that date;

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Derivative forms of the term “Control” (e.g. “Controlling” or “Controlled by”) have corresponding meanings;

Controller: shall have the meaning given in applicable Data Protection Laws from time to time;

Data Protection Laws: means all Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Goods and/or Services, including: the GDPR; the Data Protection Act 2018; any laws which implement any such laws; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);

Data Protection Supervisory Authority: means any regulator, authority or body responsible for administering Data Protection Laws;

Data Subject: shall have the meaning given in applicable Data Protection Laws from time to time;

DDP: means the provisions of the Incoterm ‘Delivered Duly Paid’ as set out in Incoterms 2020, which are incorporated into these Conditions as varied under them and in particular by Clause 6;

Deliverables: means any item (including reports, user guides, operating procedures and other documents, items and materials of whatever nature and including drafts and preparatory documents) which are produced and/or delivered (and are required to be produced and/ or delivered) to Sofina as outputs of the Services and/or provision of the Goods;

Force Majeure: any event(s) or combination of events adversely affecting the ability of either Party to perform its obligations under the Contract where such event arises from or is attributable to acts, events, omissions or accidents that were not reasonably foreseeable and

beyond the reasonable control of the relevant Party (and which the relevant Party did not contribute to) including (without limitation): fire; war; riot; or rebellion; lock-outs; shortage of material, equipment, labour or supplies and any event or other consequences arising as a result of or in connection with epidemics or pandemics; but excluding any industrial dispute affecting the Supplier or its subcontractors.

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

Goods: means the goods and related accessories, spare parts and Deliverables and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to Sofina in accordance with the Contract;

Incoterms 2020: means the 2020 edition of the International Chamber of Commerce official rules for the interpretation of trade terms (ISBN 978-92-842-0510-3);

Intellectual Property Rights: means copyright and related rights, patents, utility models, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, database right, topography rights, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications whether vested, contingent or future to which the relevant party is or may be entitled in the United Kingdom or anywhere else in the world;

International Organisation: shall have the meaning given in the applicable Data Protection Laws from time to time;

IPR Claim: has the meaning given in clause 15.1.1;

Location: means the address or addresses for delivery of the Goods and performance of the Services as set out in the Order;

Modern Slavery Policy: means Sofina’s modern day slavery policy in force and notified to the Supplier from time to time;

MSA Offence: has the meaning given in clause 11.1.1;

Order: means Sofina’s order for the Goods and/or Services whether in a formal purchase order or otherwise and which shall in all circumstances incorporate these Conditions;

Personal Data: shall have the meaning given in applicable Data Protection Laws from time to time;

Personal Data Breach

shall have the meaning given in applicable Data Protection Laws from time to time;

Price

has the meaning given in clause 3.1;

processing: has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed**, and **processes** shall be construed accordingly);

Processor: shall have the meaning given in applicable Data Protection Laws from time to time;

Protected Data: means Personal Data received from or on behalf of Sofina, or otherwise obtained in connection with the performance of the Supplier’s obligations under the Contract;

Services: means the services set out in the Order and to be supplied by the Supplier to Sofina in accordance with the Contract;

Service Credits: means the credits which become due to Sofina where the Service Levels are not achieved as set out in clause 6.8.4, 6.9 and the Order;

Service Levels: means any service levels set out in the Order and/or the exercise of the highest degree of skill, care, diligence, prudence and foresight which would reasonably be expected from a person highly skilled and experienced in providing services similar to the Services;

Sofina: means the entity identified in the Order which is under the direct or indirect Control of Sofina Foods Ltd (Co No 10664871) from time to time, including but not limited to: Karro Food Group Ltd; Karro Food Ltd; Karro ICT Services Ltd; Karro Food Frozen Ltd; Karro Food Stoke Ltd; Karro McGees (ROI) Ltd; FJG Logistics Ltd; T S Bloor & Sons Ltd; Carroll Cuisine Unlimited Company; Callan Bacon Company

Ltd; M&M Walshe Ltd; Storchley Bacon Co. Ltd; and Young’s Seafood Ltd;

Specification: means the description, timetable, schedule of works and/or Deliverables provided for the Goods and/or Services or referred to in the Contract and in relation to meat purchased the specification may be made by reference to the appropriate UK Agriculture and Horticulture Development Board (AHDB) meat specifications and/or categories;

Sub-Processor: means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data;

Supplier: means the named party in the Contract who has agreed to sell the Goods and/or Services to Sofina;

Supplier Personnel: means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a reference to the Contract includes these Conditions, the Order, any Specification and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.3 a reference to a ‘party’ means either the Supplier or Sofina and includes that party’s personal representatives, successors and permitted assigns;

1.2.4 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;

1.2.5 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 a reference to a gender includes every gender;

1.2.7 words in the singular include the plural and vice versa;

1.2.8 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.9 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;

1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;

1.2.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

Application of these conditions

These Conditions apply to and form part of the Contract between the Supplier and Sofina. They supersede any previously issued terms and conditions of purchase or supply.

No terms or conditions endorsed on, delivered with, or contained in the Supplier’s quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract, except to the extent that Sofina otherwise agrees in writing, and the Supplier waives any right it

otherwise might have to rely on such terms that are inconsistent with these Conditions.

2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Sofina and the Supplier respectively.

2.4 Each Order by Sofina to the Supplier shall be an offer to purchase Goods and/or Services subject to the Contract including these Conditions.

2.5 An Order may be withdrawn or amended by Sofina at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify Sofina in writing promptly.

2.6 Acceptance of an Order by the Supplier shall occur when it is expressly accepted by the Supplier or by any other conduct of the Supplier which Sofina reasonably considers is consistent with acceptance of the Order at which point, and on which date the Contract will come into existence ("**Commencement Date**").

3 Price

3.1 The price for the Goods and/or Services shall be as set out in the Order or where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by Sofina before the date the Order is placed ("**Price**"). No increase in the Price may be made by the Supplier after the Order is placed by Sofina.

3.2 All Prices include packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other charges or taxes related to the Goods and Services.

3.3 Unless specified in the Order, all Prices shall be calculated and paid in £ Sterling.

4 Payment

4.1 The Supplier shall invoice Sofina for: (a) the Goods on or after the completion of delivery of the Goods or, if later, Sofina's acceptance of the Goods, (b) Services on or after the completion of performance of the Services or, if later, the completion of the Acceptance Conditions.

4.2 Sofina shall pay each validly submitted and undisputed invoice, or undisputed part thereof, of the Supplier within 120 days of receipt.

4.3 Without prejudice to any other remedy, Sofina shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier in accordance with clause 27.1.

4.4 Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from Sofina's breach, Sofina shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of 2 per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 VAT shall be charged by the Supplier and paid by Sofina at the applicable rate at the time the invoice was issued.

4.6 Suppliers will be charged once per annum in respect of being an approved supplier to Sofina. This charge (**Approval Charge**) relates to the time incurred by Sofina in approving Suppliers to work with it in production of Sofina's products. Sofina will take the actual invoiced turnover with each supplier in the annual period between July and June of each relevant calendar year for the basis of calculating the following year's charge and subsequent annual charges will relate to the following 12 month turnover. Once charged or debited there will be no refund or repayment of the Approval Charge.

Cancellation

5.1 Sofina shall have the right to cancel the Order for the Goods and/or Services or for any part of the Goods and/or Services which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, Sofina.

5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, on receipt of validly issued and properly documented evidence, Sofina shall pay for:

5.2.1 in respect of any Goods, that part of the Price which relates to the Goods which at the time of cancellation have been delivered to Sofina; and

5.2.2 in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund; and

5.2.3 in respect of any Services, that part of the Price that relates to the Services which, at the time of cancellation have been paid for or contractually committed by the Supplier and cannot be cancelled.

5.3 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 5.

6 Delivery and performance

6.1 Unless otherwise specified in the Order, it shall be a condition that the Supplier shall deliver the Goods DDP as varied by this Clause 6 to the Location on the date(s) specified in the Order.

6.2 The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).

6.3 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order.

6.4 The Services shall be provided so as to meet or exceed the Service Levels.

6.5 The Services shall be deemed performed on completion of the performance of the Services.

6.6 The Goods shall not be delivered and the Services shall not be performed in instalments unless otherwise agreed in writing by Sofina.

6.7 Each delivery of Goods or performance of the Services shall be accompanied by a delivery note stating:

6.7.1 the date of the Order;

6.7.2 the relevant Sofina and Supplier details;

6.7.3 if Goods, the product numbers and type and quantity of Goods in the delivery;

6.7.4 if Services, the category, type and quantity of Services performed;

6.7.5 any special instructions, handling and other requests;

6.7.6 in the case of Services, details of the Supplier Personnel performing the Services;

6.7.7 in the case of Goods, whether at the Supplier's expense any packaging material is to be returned—or taken away by the Supplier; and

6.7.8 any additional information requested by Sofina as set out in the Order.

6.8 Time of delivery or performance (as the case may be) is of the essence. The Supplier hereby acknowledges and accepts that timely delivery and continuity of supply of the Goods and/or Services is of fundamental and critical importance to Sofina, and that Sofina has contractual obligations with its own customers in connection with the Goods and/or Services. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, Sofina shall (without prejudice to its other rights and remedies) be entitled at Sofina's sole discretion:

6.8.1 to terminate the Contract in whole or in part;

6.8.2 to purchase the same or similar Goods and/or Services from another supplier;

6.8.3 to refuse to accept the delivery or performance (as the case may be) of any more Goods and/or Services under the Contract;

6.8.4 to recover from the Supplier all costs and losses resulting to Sofina from the failure in performance or delivery (as the case may be), including the amount by which the price payable by Sofina to acquire those Goods and/or Services from another supplier exceeds the price payable under the Contract and any loss of profit; and

6.8.5 all or any of the foregoing.

6.9 If the Supplier fails to meet or exceed a Service Level, Sofina shall be entitled to a Service Credit in accordance with the provisions of this clause 6.9.

6.9.1 Service Credits shall be applied as a deduction against Sofina's next invoice or, if there are insufficient charges from which to deduct, shall be paid to Sofina within 30 days.

6.9.2 The Supplier shall not charge Sofina for any work carried out by it in connection with remedying a Service Level default.

6.9.3 Where a sum is expressed to be payable as a Service Credit the parties agree that:

(a) Sofina has a legitimate interest in ensuring that it can recover losses suffered as a result of the Supplier's failure to meet the relevant Service Level; and

(b) the Service Credits set out in the Contract are not out of all proportion to such interest.

(c) any Service Credits that are deducted and/or paid under clause 6.9 are not to be taken into account for the purposes of the limitation of liability provisions in clause 13, and the payment of Service Credits is without prejudice to any other remedy available to Sofina, whether under the Contract, common law or in equity.

6.9.4 The Supplier shall monitor its performance against the Service Levels and, within 10 Business Days after the end of each month (or as otherwise requested by Sofina), shall prepare and submit to Sofina a report showing in detail its performance against the Service Levels in that previous month.

6.9.5 unless otherwise pre-agreed with, set out in the delivery note in accordance with clause 6.7.7 and at the expense of the Supplier, Sofina shall not be obliged to return to the Supplier any pallets, packaging, or packing materials, whether or not any Goods are accepted by Sofina.

Acceptance, rejection and inspection

Sofina shall not have accepted, or be deemed to have accepted, the Goods and/or Services until the Acceptance Conditions are fulfilled and Sofina has notified confirmation of such to the Supplier in writing.

The **Acceptance Conditions** are that:

7.2.1 for Goods, the Goods and delivery note have been delivered to or at the Location or, where the Goods are to be installed by or on behalf of the Supplier, upon successful installation; and

7.2.2 for Services, the Services have been performed at the Location; and

7.2.3 all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of Sofina at its sole discretion; and

7.2.4 Sofina has notified the Supplier in writing that the Goods and/or Services have been delivered or performed (as the case may be) in full compliance with the Order and the Conditions of the Contract including this clause 7.

Sofina shall be entitled to reject any Goods and/or Services which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Goods and/or Services or any payment made in respect thereof, shall not constitute a waiver of any of Sofina's rights and remedies, including its right to reject.

Annual Turnover with Supplier	Charge
£5 million plus	£3,500
£2 million - £4,999,999	£2,000
£1 million – 1,999,999	£1,500
£500,000-£999,999	£1,000
£250,000-499,999	£500
£50,000-249,999	£250

- 7.4 If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 7.5 Any rejected Goods may be returned to the Supplier by Sofina at the Supplier's cost and risk. The Supplier shall pay to Sofina a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.6 Sofina may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at Sofina's option, either by Sofina or the Supplier, and the results of the tests shall be made available to Sofina.
- 7.7 Sofina may inspect and test the Goods and/or Services during performance or during manufacture or processing prior to despatch, and the Supplier shall provide Sofina with access to and use of all facilities reasonably required.
- 7.8 Any inspection or testing of the Goods and/or Services shall not be deemed to be acceptance of the Goods and/or Services or a waiver of any of Sofina's other rights and remedies, including its right to reject.
- 7.9 The Supplier acknowledges that Sofina is a supplier to many supermarkets and other retailers and it is a condition of the Contract that the Supplier shall allow at Sofina's cost, Sofina, its customers and any auditors or other advisers to Sofina or its customers, full audit access to its production premises, personnel and all records which relate to the provision of the Goods and/or Services to Sofina provided reasonable notice is given of the intended visit which will take place during normal business hours and, subject to the obligations of confidentiality, the Supplier shall with all reasonable co-operation, provide access and assistance in relation to each audit.
- 7.10 If an audit identifies that the Supplier has failed to perform any of its obligations under the Contract then, without prejudice to the other rights and remedies of Sofina, the Supplier shall immediately take the necessary steps to comply with its obligations at no additional cost to Sofina.
- 7.11 The rights of Sofina in this clause 7 are without prejudice to Sofina's other rights and remedies under the Contract including under clause 9.
- 8 Title and risk**
- 8.1 Risk in the Goods shall pass to Sofina on the later of:
- 8.1.1 delivery of the Goods to Sofina as set out in clause 6; or
- 8.1.2 Sofina's acceptance of the Goods as set out in clause 7.
- 8.1.3 The Supplier shall unload the Goods in accordance with Sofina's directions and at the Supplier's risk.
- 8.2 Title to the Goods shall pass to Sofina on the sooner of:
- 8.2.1 payment by Sofina for the Goods under clause 4; or
- 8.2.2 delivery of the Goods to Sofina under clause 6.
- 8.3 The passing of title shall not prejudice any other of Sofina's rights and remedies, including its right to reject.
- 8.4 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in Sofina or any specifications or materials of Sofina, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 The Supplier warrants and represents that it:
- 8.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to Sofina; and
- 8.5.2 shall hold such title and right to enable it to ensure that Sofina shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.
- 9 Warranty**
- 9.1 The Supplier warrants and represents that it shall:
- 9.1.1 have all consents, licences and authorisations necessary to deliver and perform the Goods and/or Services;
- 9.1.2 ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
- 9.1.3 provide high quality Deliverables for the Goods and/or Services;
- 9.1.4 ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
- 9.1.5 observe, and ensure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of Sofina's premises including the Location;
- 9.1.6 ensure that the Supplier Personnel use reasonable skill and care in the delivery and performance of the Goods and/or Services;
- 9.1.7 keep Sofina fully informed of all activities concerning the Goods and/or Services and provide Sofina with activity reports on request; and
- 9.1.8 conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Goods and/or Services prior to delivery or performance as Sofina may require at its sole discretion.
- 9.2 The Supplier warrants and represents that, the Goods and/or Services shall for a period of 24 months from acceptance (the **Warranty Period**):
- 9.2.1 conform to any sample, and to the quality and description of the Specification;
- 9.2.2 be free from defects in design, material and workmanship;
- 9.2.3 comply with all Applicable Laws, standards and best industry practice;
- 9.2.4 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 9.2.5 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
- 9.2.6 be fit for purpose and any purpose held out by the Supplier and as otherwise required to meet Sofina's needs; and
- 9.2.7 any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- The Supplier agrees that the approval by Sofina of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.4 The Supplier warrants that it understands Sofina's business and needs.
- 9.5 Sofina may reject any Goods and/or Services that do not comply with clause 9.2 and the Supplier shall, at Sofina's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Goods and/or Services provided that Sofina serves a written notice on the Supplier within the Warranty Period that some or all of the Goods and/or Services do not comply with clause 9.2.
- 9.6 The provisions of these Conditions shall apply to any Goods and/or Services that are remedied, repaired, replaced, corrected or re-performed Goods and/or Services.
- 9.7 Sofina's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.
- 9.8 Sofina shall be entitled to exercise its rights under clause 9 regardless of whether the Goods and/or Services have been accepted under the Acceptance Conditions and notwithstanding that the Goods and/or Services were not rejected following their initial inspection under clause 7.3.
- Anti-bribery**
- For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 10.2.1 all of that party's personnel;
- 10.2.2 all others associated with that party; and
- 10.2.3 all of that party's subcontractors;
- 10.2.4 involved in performing the Contract so comply.
- 10.3 Without limitation to clause 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 10.4 The Supplier shall immediately notify Sofina as soon as it becomes aware of a breach or possible breach by Sofina of any of the requirements in this clause 10.
- 10.5 Any breach of this clause 10 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle Sofina to immediately terminate the Contract by notice under clause 20.1.1.
- Anti-slavery**
- The Supplier undertakes, warrants and represents that:
- 11.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 11.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- 11.1.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to Sofina on request at any time throughout the Contract;
- 11.1.4 it shall notify Sofina immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 11.2 Any breach of clause 11.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle Sofina to terminate the Contract pursuant to clause 20.1.1 with immediate effect.
- Anti-tax evasion facilitation**
- For the purposes of this clause 12:
- 12.1.1 the expressions 'associated with', 'prevention procedures', 'UK Tax Evasion Offence' and 'Foreign Tax Evasion Offence' shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
- 12.1.2 Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;

- 12.1.3 Supplier Associated Persons means all or any of the following:
- persons associated with the Supplier (Supplier's Associates); and
 - persons associated with any of the Supplier's Associates;
- in each case, involved in performing services for or on behalf of the Supplier in connection with the Services and the Contract.
- 12.2 The Supplier shall ensure that it and the Supplier Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Sofina, of a:
- Corporate Failure to Prevent Offence;
 - UK Tax Evasion Offence; or
 - Foreign Tax Evasion Offence in connection with the performance of the Services and the Contract.
- 12.3 The Supplier shall not, and shall use all reasonable endeavours to ensure that Supplier Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with Sofina to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and the Contract.
- 12.4 The Supplier shall immediately notify Sofina as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 12.
- 12.5 Any breach of this clause 12 by the Supplier shall be deemed a material breach of the Contract that is not remediable and entitle Sofina to immediately terminate the Contract by notice under clause 20.1.1.
- PLEASE NOTE EACH OF THE FOLLOWING IMPORTANT PROVISIONS OF CONDITION 13**
- 13 Liability**
- 13.1 Subject to clauses 14.3 and 14.4, the Supplier's liability to Sofina, whether in contract, tort (including negligence) for breach of statutory duty or otherwise, for loss or damage to tangible property shall be limited to £10 million per event or series of connected events.
- 13.2 Subject to clauses 14.1, 14.3 and 14.4 each Party's aggregate liability to the other Party in each Contract Year, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to the greater of £2million and an amount equivalent to 100% of all the amounts paid or payable by Sofina to the Supplier under the Contract in that Contract Year in which the claim arises.
- 13.3 Subject to clause 14.4, neither Party will be liable to the other Party for any indirect, consequential or special loss arising out of, or in connection with the Contract.
- 13.4 Nothing in the Contract shall exclude or limit:
- either Party's liability for death or personal injury caused by its (or its agent's or Subcontractor's) negligence or for fraud or fraudulent misrepresentation;
 - the Supplier's liability, whether categorised as direct or indirect losses, to Sofina arising out of a breach of clauses 11 (Security), 18 (Confidentiality), 15 (Intellectual Property) and 19 (Data Protection);
 - the Supplier's liability for wilful default or wilful abandonment of the Contract or of its obligations under any Agreement;
 - the Supplier's liability for any regulatory losses, fines and/or expenses incurred by Sofina or a Sofina Affiliate as a result of a breach by the Supplier of any Laws, and any further costs incurred by Sofina or a Sofina Affiliate to meet additional requirements imposed by the relevant regulatory body as a result of such breach;
 - the Supplier's liability under any indemnity set out in the Contract; and
 - either Party's liability that cannot, as a matter of law, be limited or excluded.
- 13.5 Any losses suffered by a Sofina Affiliate pursuant to the Contract shall be recoverable by Sofina as if the loss had been suffered by Sofina itself.
- 13.6 The Supplier shall only commence proceedings related to the Contract against Sofina and no other Sofina Affiliate, provided that Sofina confirms that it will be liable to the Supplier in respect of breaches of the Contract by a Sofina Affiliate (in so far as the Sofina Affiliate would have been liable to the Supplier) and in this regard shall have available to it all of the same rights and defences that would have been available to such Sofina Affiliate.
- 14 Insurances**
- Without thereby limiting its responsibilities under clause 14, the Supplier warrants that it has in place as at the Commencement Date of the Contract, and will maintain in force throughout the Term, all insurances required so as to ensure its indemnity and liability commitments and other risks under the Contract are adequately covered. As a minimum, the Supplier shall effect and maintain the following insurances:
- employers liability insurance to a minimum cover of £5million in respect of each claim and unlimited in the aggregate;
 - public liability insurance with an indemnity of at least £5million in respect of any one claim or number of claims arising out of one cause, the total of claims to be unlimited in any one period of insurance and unlimited in the aggregate; and
 - professional indemnity insurance with an indemnity of at least £3.5million in respect of any one claim or number of claims arising out of one cause, the total of claims to be unlimited in any one period of insurance and unlimited in the aggregate.
- 14.2 The Supplier shall forward for the policies a valid certificate of insurance and other related documents for these insurances and subsequent renewals of such policies for examination by Sofina within one week of Sofina's request.
- 14.3 The Supplier shall warrant, represent and procure that any subcontractors also put in place and maintain adequate insurance having regard to the type and scope of services they will be required by the Supplier to provide.
- 14.4 The Supplier shall do nothing to invalidate any insurance policy or to prejudice Sofina's entitlement under it and notify Sofina if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 15 Indemnity**
- 15.1 The Supplier shall indemnify Sofina against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Sofina arising out of or in connection with:
- any claim made against Sofina for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services ("IPR Claim");
 - any claim made against Sofina by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
 - any claim made against Sofina by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 15.2 This clause 15 shall survive termination of the Contract.
- 16 Intellectual property rights**
- 16.1 Subject to clause 16.2 all Specifications provided by Sofina and all Intellectual Property Rights in the Goods and/or Services made or performed in accordance with such Specifications shall vest in and remain at all times the property of Sofina and such Specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to Sofina absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in Sofina's opinion to so vest all such Intellectual Property Rights in Sofina, and to enable Sofina to defend and enforce such Intellectual Property Rights, and the Supplier shall at Sofina's request waive or procure a waiver of applicable moral rights.
- 16.2 All Background IPR of a party shall remain vested in that party.
- 16.3 Background IPR of Sofina or shall not be used by the Supplier for any purpose whatsoever without Sofina's prior written consent and then only if used in compliance with Sofina's brand guidelines or other reasonable written instructions. Unless expressly granted herein, neither these Conditions nor any disclosure made hereunder grants any license to either party in respect of such Background IPR.
- 16.4 Subject to clause 16.1, the Supplier grants to Sofina, a royalty free, worldwide, non exclusive, transferable, and irrevocable licence to use any Background IPR or other material provided by or on behalf of the Supplier to the extent necessary to receive and use the Goods and/or Services.
- 17 Confidentiality and announcements**
- 17.1 Each party shall keep confidential all Confidential Information of the other and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- subject to clause 17.4, any information which was in the public domain at the Commencement Date;
 - subject to clause 17.4, any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - subject to clause 17.4, any information which is independently developed by a party without using information supplied by the other; or
 - any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 17.2 This clause shall remain in force in perpetuity.
- 17.3 Subject to clause 17.4, the Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 17.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with the provisions of clause 18.
- 18 Processing of personal data**
- In the course of providing the Goods and/or Services to Sofina, the Supplier may process Sofina Protected Data on behalf of Sofina. The Supplier agrees to comply with the provisions set out in the Schedule of this Contract with respect to any Protected Data submitted by or for Sofina in respect of the Goods and/ or Services or otherwise collected and processed by or for Sofina by the Supplier.
- 19 Force majeure**
- 19.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- promptly notifies the other of the Force Majeure event and its expected duration; and
 - uses best endeavours to minimise the effects of that event.
- 19.2 If, due to Force Majeure, a party:

19.2.1	is or shall be unable to perform a material obligation; or	21	Notices		performance, injunction and other equitable relief without proof of special damages.
19.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;	21.1	Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or by email to the Authorised Representative of the other party at the email address provided for that Authorised Representative, provided that such notice is sent with a request for a receipt for the delivery of the email and that a receipt is received acknowledging delivery to a monitored email address.	30	Severance
	the other party may, within 30 days, terminate the Contract on immediate notice.			30.1	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
20 Termination				30.2	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
20.1	Sofina may terminate the Contract at any time by giving notice in writing to the Supplier if:			31 Waiver	
20.1.1	the Supplier commits a material breach of the Contract and such breach is not remediable;	21.2	Other than by email such notices shall be deemed to be delivered 48 hours after sent or delivered and if by email upon receipt of delivery of the email to the monitored email address of the relevant Authorised Representative.	31.1	No failure, delay or omission by Sofina in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
20.1.2	the Supplier commits a material breach of the Contract which is not remedied within 7 days of receiving written notice of such breach;	22 Time	Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Supplier's obligations only.		
20.1.3	any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.	23 Further assurance	The Supplier shall at the request of Sofina, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.		
20.2	Either party may terminate the Contract at any time by giving notice in writing to the other if the non-effected party:	24 Entire agreement	The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.	31.2	No single or partial exercise of any right, power or remedy provided by law or under the Contract by Sofina shall prevent any future exercise of it or the exercise of any other right, power or remedy by Sofina.
20.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	24.1		32 Compliance with law	
20.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Sofina reasonably believes that to be the case;	24.2	Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.		The Supplier shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
20.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;	24.3	Nothing in these Conditions purports to limit or exclude any liability for fraud.	33 Conflicts within contract	
20.2.4	becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;	25 Variation	No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.		If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.
20.2.5	becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;	26 Assignment	The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Sofina's prior written consent.	34 Costs and expenses	
20.2.6	becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;	26.1			The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).
20.2.7	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	26.2	Sofina shall have the right to assign the benefit or novate the benefit and the burden of the Contract in whole or in part to any third party.	35 Third party rights	
20.2.8	has a resolution passed for its winding up;			35.1	Except as expressly provided for in clause 35.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
20.2.9	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;	27 Set off	Sofina shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract.	35.2	Any Affiliate of Sofina shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.
20.2.10	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;	27.1		36 Governing law	
20.2.11	has a freezing order made against it;	27.2	The Supplier shall pay all sums that it owes to Sofina under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.		The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
20.2.12	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;	28 No partnership or agency	The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.	37 Jurisdiction	
20.2.13	is subject to any events or circumstances analogous to those in clauses 20.2.1 to 20.2.12 in any jurisdiction.	28.1			The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).
20.3	Sofina may terminate the Contract for Services for convenience at any time by giving not less than 4 weeks' notice in writing to the Supplier.	29 Equitable relief	The Supplier recognises that any breach or threatened breach of the Contract may cause Sofina irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Sofina, the Supplier acknowledges and agrees that Sofina is entitled to the remedies of specific	1.	Unless otherwise expressly stated in the Contract:
20.4	If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle Sofina to terminate the Contract under this clause 20, it shall immediately notify Sofina in writing.			1.1.	the Supplier's obligations and Sofina's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of the Contract; and
20.5	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Sofina at any time up to the date of termination.			1.2.	this Schedule shall prevail over any other provision of the Contract in the event of any conflict.
20.6	For the avoidance of doubt, Sofina shall not be obliged to pay any cancellation charge or other compensation to the Supplier (including in respect of redundancy payments for the Supplier's employees or loss of profits) by reason of expiry of the Contract or lawful termination of the Contract by Sofina.				
20.7	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect				

2. The parties agree that Sofina is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Goods and/or Services and shall not by any act or omission cause Sofina (or any other person) to be in breach of any of the Data Protection Laws. Nothing in the Contract relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.
 3. The Supplier shall indemnify and keep indemnified Sofina against:
 - 3.1. all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Supplier of its obligations under this Schedule; and
 - 3.2. all amounts paid or payable by Sofina to a third party which would not have been paid or payable if the Supplier's breach of this Schedule had not occurred.
 4. The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with this Schedule, the Contract and Sofina's written instructions from time to time (including when making any transfer to which paragraph 9 relates) except where otherwise required by applicable law (and in such a case shall inform Sofina of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform Sofina if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law. The Supplier shall retain records of all instructions relating to the Protected Data received from Sofina.
 5. The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in this Schedule and shall reflect the nature of the Protected Data.
 6. The Supplier shall:
 - 6.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by Sofina and only then subject to such conditions as Sofina may require;
 - 6.2. ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Goods and/or Services;
 - 6.3. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Schedule in respect of Protected Data that (without prejudice to, or limitation of, the above):
 8. The Supplier shall (at no cost to Sofina) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to Sofina which relate (or which may relate) to any Protected Data promptly (and in any event within 2 days of receipt) and shall not respond to any without Sofina's express written approval and strictly in accordance with Sofina's instructions unless and to the extent required by applicable law.
 9. The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of Sofina (which may be refused or granted subject to such conditions as Sofina deems necessary).
 10. The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of Sofina. Such records shall include all information necessary to demonstrate its and Sofina's compliance with this Schedule, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other information as Sofina may reasonably require from time to time. The Supplier shall make copies of such records available to Sofina promptly (and in any event within 5 days on request from time to time.
 - 6.4. remain fully liable to Sofina under the Contract for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own; and
 - 6.5. ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:
 - (a) adequately trained on compliance with this Schedule as applicable to the processing;
 - (b) informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
 - (c) subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
 - (d) provide relevant details and a copy of each agreement with a Sub-Processor to Sofina on request.
 7. The Supplier shall (at its own cost and expense):
 - 7.1. promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as Sofina may require in relation to the fulfilment of Sofina's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws); and
 - 7.2. provide such information, co-operation and other assistance to Sofina as Sofina requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with Sofina's obligations under Data Protection Laws, including with respect to:
 - (a) security of processing (including with any review of security measures);
 - (b) data protection impact assessments (as such term is defined in Data Protection Laws);
 - (c) prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
 - (d) any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to the Contract, including (subject in each case to Sofina's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.
 11. The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to Sofina (at the Supplier's cost) such information as is required to demonstrate the Supplier's and Sofina's compliance with their respective obligations under this Schedule and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by Sofina (or another auditor mandated by Sofina) for this purpose at Sofina's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than 2 Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
 12. The Supplier shall promptly (and in any event within 24 hours):
 - 12.1. notify Sofina if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and
 - 12.2. provide all information as Sofina requires to report the circumstances referred to in paragraph 12.1 to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.
 13. The Supplier shall (and shall ensure that each of the Sub-Processors and Supplier Personnel shall) immediately, at Sofina's written request, either securely delete or securely return all the Protected Data to Sofina in such form as Sofina reasonably requests after the earlier of:
 - 13.1. the end of the provision of the relevant Goods and/or Services related to processing of such Protected Data; or
 - 13.2. once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under the Contract, and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform Sofina of any such requirement).
 14. This Schedule shall survive termination or expiry of the Contract for any reason.
 15. The Supplier shall perform all its obligations under this Schedule at no cost to Sofina.
 16. Nothing in this Contract affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the GDPR or in any similar Data Protection Laws) against Sofina, the Supplier or any Sub-Processor.
- Minimum technical and organisational security measures**
17. Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:
 - 17.1. In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (incl.) of the GDPR.
 - 17.2. Without prejudice to its other obligations, the Supplier shall in addition implement and maintain the specific security measures contained in the Order.