



RANK MY BUSINESS

CHARGES FOR THE SERVICES

- 1.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges and any expenses in accordance with this Schedule and Clause 6. The Supplier may review and increase the Charges, by agreement, at any time during the Term to reflect increases in costs of supply, third party goods and services, labour costs, relevant price index and inflationary increases as well as any changes to the scope of Services and deliverables.

2. INVOICING ARRANGEMENTS

- 2.1 Invoices will be raised at the start of each month of work.

3. EXPENSES

- 3.1 Where agreed in advance in writing, the Customer will reimburse all charges, expenses and costs incurred by the Supplier in procurement of outsourced activities such as usability studies, third party optimisation implementations and for any and all other out of pocket expenses and third-party services and products utilised in provision or support of the Services.
- 3.2 In respect of media spend/costs of advertising, payment of the same by the Customer must be received by the Supplier within 15 days of the date of invoice. The Supplier will not launch any advertising, marketing or media campaign until funds have been received (**NOTE TO CUSTOMERS:** THIS CLAUSE IS ONLY RELEVANT IF MEDIA SPEND IS INCLUDED, ELSE CAN BE IGNORED).
- 3.3 The Customer will not allow, nor allow any other third party to, set other ads live in the ad account(s). If additional spend is required over the course of the campaign, the Customer must agree the additional budget with Rank My Business Limited in writing and remit funds prior to any increase in spend (**NOTE TO CUSTOMERS:** THIS CLAUSE IS ONLY RELEVANT IF MEDIA SPEND IS INCLUDED, ELSE CAN BE IGNORED).

RANK MY BUSINESS LIMITED

MASTER TERMS AND CONDITIONS OF SUPPLY OF SERVICES

AGREED TERMS

1. COMMENCEMENT AND TERM

- 1.1 The Contract shall commence on the Services Start Date and continue in force until completion of the Services/project described in the Services and Charges Schedule, following which the Contract shall expire automatically unless the parties agree in writing to any additional Services and Charges Schedule(s), in which event this Contract shall continue in force on a rolling annual basis unless and until terminated in accordance with the terms of clauses 1 (commencement and term) or 8 (termination).
- 1.2 If additional services are agreed, during the first three (3) months following such agreement, either party shall have the right to terminate the Contract by giving the other party one full calendar month's notice in writing. Thereafter, the Contract may be terminated by either party giving three (3) months' notice in writing to the other party.
- 1.3 During the period of any notice in the circumstances detailed in this clause 1, each party shall continue with the services, honour prior commitments and discharge all of its obligations under this Contract.

2. AGREEING ADDITIONAL SERVICES

- 2.1 The parties shall agree an initial Services and Charges Schedule at the time of signature of the Contract Details, setting out the initial scope of Services to be performed and the Charges to be paid by the Customer in respect of those Services.
- 2.2 The parties may, by agreement in writing from time to time, agree to the addition of further Services to this Contract and the Charges payable in respect of such additional Services. Each additional Services and Charges Schedule shall form part of and be subject to the terms of this Contract as a written variation hereof. Each additional Services and Charges Schedule shall be agreed in the following manner:
 - 2.2.1 the Customer shall ask the Supplier to provide additional services and provide the Supplier as much information as the Supplier requests in order to prepare an additional draft Services and Charges Schedule;
 - 2.2.2 following receipt of the information requested from the Customer, the Supplier shall, as soon as reasonably practicable either:

- 2.2.2.1 inform the Customer that it declines to provide the requested services; or
- 2.2.2.2 provide the Customer with a draft additional Services and Charges Schedule.
- 2.2.3 if the Supplier provides the Customer with a draft additional Services and Charges Schedule pursuant to clause 2.2.2.2, the Supplier and the Customer shall discuss and agree that draft; and
- 2.2.4 both parties shall **sign** the draft additional Services and Charges Schedule when it is agreed.

- 2.3 The additional Charges related to the additional Services shall be set out and agreed in the Additional Services and Charges Schedule document.
- 2.4 The Supplier may charge for the preparation of additional Services and Charges Schedule on a time and materials basis in accordance with the Supplier's then applicable daily fee rates.
- 2.5 Once an additional Services and Charges Schedule has been agreed and signed in accordance with this clause, no amendment shall be made to it except in accordance with clause 9.5 (Variation).
- 2.6 Each additional Services and Charges Schedule shall be part of this Contract and shall not form a separate contract to it.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 perform the Services with reasonable care and skill;
 - 3.2.2 use reasonable endeavours to perform the Services;
 - 3.2.3 use reasonable endeavours to ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality;
 - 3.2.4 use reasonable endeavours to comply with the British Code of Advertising Practice and all applicable Regulations, Standards and Codes including (but not exhaustively) those of the Advertising Standards Authority; and
 - 3.2.5 take reasonable care of all Customer Materials in its possession and make them available for the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

3.2.6 Scope of Work applicable at the service start date may be updated or replaced by agreement in writing between the parties from time to time.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 where necessary for performance of the Services, provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's systems, information, data, content as reasonably required by the Supplier;

4.1.2 provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects

4.1.3 ensure that it understands instructions from the Supplier, ask for clarification if necessary and follow all such advice or instructions precisely; and

4.1.4 co-operate with the Supplier in all matters relating to the Services;

4.2 The Customer agrees that the Supplier will provide digital marketing services as set out in the Contract Details and Services and Charges Schedule and that:

4.2.1 link placements, link edit, content edits, link removals and similar actions are carried out at the discretion of the site owner or publisher and may not be under the control of the Supplier;

4.2.2 it will not introduce any virus nor any malicious or harmful codes or objects to any of the Supplier's or any third party's systems;

4.2.3 it will not use Black-hat techniques, including but not limited to doorway pages, redirects, link spamming, cloaking and keyword stuffing. If unsure as to whether any technique or action is covered by this clause, the Customer will consult the Supplier before using such technique or carrying out such action;

4.2.4 the Supplier cannot accept any responsibility for incoming links to the Customer's website generated by third parties, or for any consequences whatsoever of third-party activity in respect of such links; and

4.2.5 search engine rankings and algorithm changes and website traffic numbers are created, modified, recorded and published at the discretion of Google, Bing, Yahoo or the relevant third-party entity, and that these factors are outside of the control of the Supplier and therefore results cannot be guaranteed.

4.3 In exchange for the Services provided by the Supplier, the Customer will:

4.3.1 make payment of fees within 14 days of the delivery of our invoice; and

4.3.2 upon signing the Contract, the Customer agrees to pay for the total value of services for the minimum duration of the Contract;

4.4 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:

- 4.4.1 not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- 4.4.2 be entitled to payment of the Charges despite any such prevention or delay; and
- 4.4.3 be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

5. INTELLECTUAL PROPERTY

5.1 The Supplier and its licensors shall retain ownership of all Supplier Intellectual Property Rights. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

5.2 The Supplier grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, licence of the Supplier Intellectual Property Rights to the extent necessary for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term and as anticipated by the terms of the Contract.

5.3 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services.

5.4 The Customer shall indemnify the Supplier in full against any sums awarded by a court against the Supplier arising out of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier in accordance with the terms of this Contract.

6. CHARGES AND PAYMENT

6.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges and any expenses in accordance with this clause 6 and the Services and Charges Schedule.

6.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

- 6.3 The Supplier shall submit invoices for the Charges plus applicable VAT at the intervals specified in the Services and Charges Schedule.
- 6.4 The Customer shall pay each invoice due, within 14 days of receipt, to a bank account as detailed on the Supplier's invoice or as otherwise set out in the Services and Charges Schedule.
- 6.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 8 (Termination):
 - 6.5.1 the Supplier may suspend all Services until payment has been made in full.
- 6.6 All amounts due under the Contract from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. LIMITATION OF LIABILITY

- 7.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 7.2 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.3 Nothing in this clause 7 shall limit the Customer's payment obligations under the Contract.
- 7.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 7.4.1 death or personal injury caused by negligence; and
 - 7.4.2 fraud or fraudulent misrepresentation.
- 7.5 Subject to clause 7.4 (Liabilities which cannot legally be limited) the Supplier's total aggregate liability to the Customer:
 - 7.5.1 for loss arising from the Supplier's failure to comply with its data processing obligations under the Data Protection Schedule (if and only to the extent the Data Protection Schedule applies to the agreed Services) shall not exceed four (4) times the total charges paid under the Contract; and
 - 7.5.2 for all other loss or damage shall not exceed the total charges paid under the Contract.
- 7.6 Subject to clause 7.4 (Liabilities which cannot legally be limited), this clause 7.6 sets out the types of loss that are wholly excluded:
 - 7.6.1 loss of profits;

- 7.6.2 loss of sales or business;
- 7.6.3 loss of agreements or contracts;
- 7.6.4 loss of anticipated savings;
- 7.6.5 loss of use or corruption of software, data or information;
- 7.6.6 loss of or damage to goodwill; and
- 7.6.7 indirect or consequential loss.

7.7 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.8 Rank My Business Limited accepts no responsibility for any consequences of incorrectly followed advice or instructions. Rank My Business Limited cannot be held responsible for the editing, removal or guaranteed action of certain links and content on websites. Rank My Business is not responsible for the acts or omissions of any third party.

8. TERMINATION

8.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- 8.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- 8.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 8.1.3 the other party suspends or ceases to carry on all or a substantial part of its business.

8.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- 8.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 8.2.2 there is a change of Control of the Customer.

8.3 On termination of the Contract for whatever reason:

- 8.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- 8.3.2 all Services and Charges Schedules shall terminate concurrent with the effective date of termination hereof unless agreed otherwise in writing by the Supplier (in which event the terms and conditions of this Contract shall continue to apply to any such agreed ongoing Services until completion of the agreed ongoing Services along with any additional terms imposed by the Supplier for continuing with such Services);
- 8.3.3 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; and
- 8.3.4 termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9. GENERAL

9.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 **Assignment and other dealings.** The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

9.3 **Confidentiality.**

- 9.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of one (1) year after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.3.2.
- 9.3.2 Each party may disclose the other party's confidential information:

9.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and

9.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4 **Entire agreement.**

9.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.4.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

9.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by each of the parties. Any variation will be recorded in writing and annexed to this Contract.

9.6 **Waiver.**

9.6.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and agreed by both parties and shall not be deemed a waiver of any subsequent right or remedy.

9.6.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.7 shall not affect the validity and enforceability of the rest of the Contract.

9.8 **Notices.**

9.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be

9.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

9.8.1.2 sent by email to the addresses as follows:
info@rankmybusiness.uk

9.8.2 Any notice shall be deemed to have been received:

9.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

9.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

9.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

9.8.3 This clause 9.8 does not apply to the service of any proceedings or other documents in any legal action.

9.9 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

9.10 **Governing law.** The Contract, and any dispute or claim out of or in connection with this Contract, shall be governed by, and construed in accordance with the law of England and Wales.

9.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.

10. INTERPRETATION

10.1 Definitions:

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges the charges payable by the Customer for the supply of the Services, as set out in the Contract Details and in each

	applicable Services and Charges Schedule agreed between the parties.
Conditions	these terms and conditions set out in clause 1 to clause 10 (inclusive).
Contract	the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer Materials	all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2033 (SI 2004/2426) as amended.
Deliverables	all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data	means any information relating to an identified or identifiable living individual that is processed by the Supplier on behalf of the Customer as a result of, or in connection with, the provision of the Services under the Contract, (an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual).
Services	the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in the initial Services and Charges Schedule and all additional Services and Charges Schedule(s) (as the same may be amended and agreed between the parties from time to time).
Services and Charges Schedule	each detailed plan, agreed in accordance with clause 2, describing the services to be provided by the Supplier, the approximate timetable for their performance (if relevant), the charges applicable and all matters relevant to each such plan. The initial Services and Charges Schedule agreed as at the date of signature of the Contract Details shall apply from the date hereof, all subsequently agreed/additional Services and Charges Schedules shall be deemed subject to and shall automatically form part of this Contract on the date of their agreement between the parties.
Services Start Date	The day on which the Supplier is to start provision of the initial Services as outlined in the initial Services and Charges Schedule (agreed at the time of signature hereof) or as set out in the Contract Details.
Supplier Intellectual Property Rights	all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

10.2 **Interpretation:**

- 10.2.1 A reference to legislation or a legislative provision:
 - 10.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

- 10.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 10.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 10.2.3 A reference to **writing** or **written** includes email.

DATA PROTECTION SCHEDULE

- 1.1 In performance of the Services, it may be necessary for the Supplier to collect and process information relating to the Customer and the Customer's customers. If and to the extent the Supplier collects and processes Personal Data about the Customer's customers for and on behalf of the Customer as Controller of that Personal Data in consequence of its performance of the Services under any agreed Services and Charges Schedule, the Supplier will act in accordance with the terms of this Data Protection Schedule and in those circumstances the Supplier and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 1.2 The Supplier and the Customer will comply with the Data Protection Legislation.
- 1.3 The scope, nature, and duration of processing shall be that which is consequent upon and necessary for the Supplier's performance of the Services as determined by the content of the relevant agreed Services and Charges Schedule. The duration of the processing shall be for so long as the Supplier provides Services which require the Supplier to process the personal data on behalf of the Customer as Controller of that data. The types of personal data and categories of data subject shall be determined in accordance with the terms of the applicable Services and Charges Schedule.
- 1.4 The Supplier shall, in relation to any Personal Data processed in connection with this Contract where the Supplier is acting as processor on behalf of the Customer as Controller of that data:
 - 1.4.1 process that Personal Data only on written instructions of the Customer;
 - 1.4.2 keep the Personal Data confidential;
 - 1.4.3 comply with the Customer's reasonable instructions with respect to processing Personal Data;
 - 1.4.4 not transfer outside of the UK unless, in accordance with the Data Protection Legislation, the Supplier ensures that (i) the transfer of Personal Data is to a country approved as providing an adequate level of protection for Personal Data; or (ii) there are appropriate safeguards in place for the transfer of Personal Data; or (iii) binding corporate rules are in place; or (iv) one of the derogations for specific situations applies to the transfer;
 - 1.4.5 at the Customer's cost, assist the Customer in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

- 1.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach or communication which relates to the Customer's or Supplier's compliance with the Data Protection Legislation;
- 1.4.7 at the written request of the Customer, delete or return Personal Data (and any copies of the same) to the Customer on termination of the Contract unless required by the Data Protection Legislation to store the Personal Data; and
- 1.4.8 maintain complete and accurate records and information to demonstrate compliance with this clause and subject to reasonable notice of the same and at the cost of the Customer allow for annual audits by the Customer or the Customer's designated auditor.

1.5 The Supplier shall ensure that they have in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the costs of implementing any measures.

1.6 The Supplier may only authorise a new sub-processor to process Personal Data if: (a) the Customer is provided with an opportunity to object to the appointment of each sub-processor within 14 working days after the Supplier supplies the Customer with full details in writing regarding such sub-processor; (b) the Supplier enters into a written contract with the sub-processor that contains terms substantially similar as those set out in this Contract.

If a domestic or EU law, court or regulator requires the Supplier to process or disclose the Personal Data to a third party, the Supplier must first inform the Customer of such requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic or EU law prohibits the giving of such notice.