

BCarm Terms and Conditions

1. DEFINITIONS

You or Your: The person, firm, corporation or other organisation entering into this agreement with WTWS by accepting these terms.

WTWS: Walk the Walk Solutions Limited, a company with registered number 6675662 and registered offices at 2 Leman Street, London, E1W 9US.

Applications: The web based applications provided by WTWS or by WTWS's suppliers which enables you to use the Services.

Authorised Users: includes without limitation your officers, employees, temporary workers, agents and sub-contractors who are authorised by WTWS pursuant to this agreement.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 6.

Business Continuity & Risk Management (BCarm): the web based management product, accessed through the 'Portal' WTWS provide, together with the Applications and/or the Websites and/or the know-how.

Insurer Services: where use and access to the Services are provided to You free of charge by an insurer as a benefit ancillary to the insurer's insurance policy with You, for the duration of that insurance policy.

Know-how: know-how relating to BCarm provided by WTWS to you under this agreement.

Services: BCARM, or any part there of, as the context requires.

Subscriber Data: The data input by you (and anyone authorised by you) for use in conjunction with the Know-how and the Websites and which is stored on WTWS's or WTWS's suppliers' equipment.

Subscription Fee: The subscription fee for the Services to be provided under this agreement, as specified in our invoice relating to this agreement .

Websites: the websites provided by WTWS or WTWS's suppliers which contain the Know-how and the Applications.

2. AUTHORITY AND LICENCE FOR USE OF KNOW -HOW

2.1 WTWS authorise and license you and your Authorised Users to access and use BCARM for which you agree to pay the Subscription Fee, unless the Services are provided to You as Insurer Services in which case no Subscription Fee is payable by You.

2.2 This authority and licence commences on the date on which the Services begin, and ends:

- (a) upon you giving WTWS 3 months' written notice of your intention not to continue this agreement; or
- (b) on the date that the Services are no longer available to You as Insurer Services
- (c) If this agreement is terminated under clause 9.

2.3 You may search, view, copy and print out material containing Know-how for your own use during the term of this agreement.

BCarm Terms and Conditions

2.4 Subject to clause 3.2 below and where available, you may input and store your own data on BCARM.

3. AUTHORITY AND LICENCE FOR USE OF SERVICES

3.1 WTWS hereby grants you on the terms and conditions of this agreement a non-exclusive, non-transferable licence to access BCARM and to use BCARM solely for your business purposes.

3.2 You shall not store, distribute or transmit any material through BCARM that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

3.3 You shall not:

- (a) attempt to duplicate, modify, disclose or distribute any portion of BCARM; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part or parts of BCARM, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
- (c) use BCARM to provide any services to third parties, without the prior written consent of WTWS; or
- (d) transfer, temporarily or permanently, any rights or obligations under this agreement; or
- (e) attempt to obtain, or assist others in obtaining, access to BCARM, other than as provided under this paragraph.

4 YOUR OBLIGATIONS

4.1 You shall pay:

- (a) the Subscription Fee on a yearly basis in advance to WTWS. The Services shall not be available and the BCARM not accessible until the Subscription Fee has been paid in full. WTWS may accept monthly payments in respect of the Subscription Fee however if this agreement is terminated for whatever reason the amount of the unpaid Subscription Fee shall become due and payable in full on the date of such termination;
- (b) an additional fee to WTWS for any Services that You request WTWS to provide to You in addition to the package of Services provided for the Subscription Fee or as part of the Insured Services (as applicable). The amount of any such fee and the date of payment will be agreed between You and WTWS at the relevant time.

4.2 You acknowledge that the Subscription Fee is based on your level of turnover and total number of employees and agree to inform WTWS immediately upon a change in circumstances having the effect of causing a 10% or more increase in:

- (a) your annual turnover as previously notified to WTWS;
- (b) your total number of employees as previously notified to WTWS.

WTWS reserve the right to increase the Subscription Fee or ask for an additional payment in addition to

BCarm Terms and Conditions

the Subscription Fee for the current period in the event of such change in circumstances. Such amounts shall be payable within 30 days of the date of the relevant invoice.

- 4.3 You will ensure that Authorised Users comply with the terms of use of the Services in this agreement and (without limitation) do not:
- (a) copy, print out or otherwise reproduce any Know-how nor any material relating to any part of the Services, except as permitted under this agreement or authorised by us in writing;
 - (b) make any part of the Know-how or of the Services available to anyone who is not an Authorised User;
 - (c) alter any part of the Know-how or Services;
 - (d) purport to assign or otherwise dispose of your rights under this agreement;
 - (e) use the Services to the benefit of or on behalf of any party other than you; or
 - (f) do, permit to be done or allow to be done anything that may infringe clauses 3.2, 3.3 or 6..
- 4.4 You shall exercise all possible care to ensure the safety of usernames and passwords issued to you or your Authorised Users, and will prevent such usernames and passwords becoming known to any person other than the Authorised User to whom it was issued. If the use of the Services has been made by way of username and password, such use shall be presumed to have been authorized by you. You will ensure that nobody other than the relevant Authorised User accesses the Know-how or Services using accounts created with that Authorised User's username and password. If a username or password is disclosed in breach of this clause, then you must immediately notify us in writing.
- 4.5 You acknowledge and agree that WTWS and our licensors own all intellectual property rights in BCARM. Except as expressly stated in this agreement, this agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of BCARM or any related documentation.
- 4.6 You will indemnify and hold WTWS and WTWS's suppliers harmless against claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with your use of BCARM or breach of the terms of these terms and conditions (including, without limitation, for any breach of clauses 3 and 4), provided that WTWS make you aware of such claim, action, proceeding, loss, damage, expense or cost. This indemnity shall not apply where such claim, action, proceeding, loss, damage, expense or cost is incurred as a result of WTWS's negligence, breach of this agreement or breach of the applicable law.
- 4.7 You are responsible for configuring your information technology, computer programmes and platform in order to access the Services.
- 4.8 You shall maintain up to date virus protection software provided by a reputable company and shall further comply with such specification as may be required by WTWS from time to time and shall ensure that any data transmitted by you or on your behalf shall be free of all viruses.
- 4.9 By submitting any individual's personal information to WTWS or its affiliates, service providers and agents, you agree, and confirm your authority from such other individual, to WTWS's collection, use and disclosure of such personal information in accordance with WTWS's privacy policy.

BCarm Terms and Conditions

5 OUR OBLIGATIONS

- 5.1 WTWS shall make the Services available to you (subject to clauses 5.5 and 8.6).
- 5.2 Where WTWS acts as 'data controller', WTWS will process personal data in accordance with the privacy statement on its website. Where WTWS acts as 'data processor', WTWS will process personal data in accordance with the data processing terms set out in the annex.
- 5.3 WTWS will take reasonable steps to ensure that data files WTWS supply to you as part of the Service are virus-free. However, WTWS does not warrant that the data files shall be virus-free.
- 5.4 WTWS will use its reasonable endeavours to ensure that Subscriber Data that is stored on WTWS's equipment is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your sole and exclusive remedy shall be that WTWS uses its reasonable endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. WTWS shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by WTWS to perform services related to Subscriber Data maintenance and back-up).
- 5.5 WTWS will use its reasonable endeavours to ensure that the Services are provided continuously and that access to BCARM is not interrupted by any event within its control but the parties acknowledge that from time to time there may be temporary periods where BCARM is unavailable for technological or other reasons. Where reasonably practicable, WTWS shall provide you, via the website at WTWS's discretion, with as much notice as reasonably possible in advance of any planned unavailability of or BCARM.

6 CONFIDENTIALITY

- 6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 6.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 6.3 Each party shall use its reasonable endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this agreement.
- 6.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential

BCarm Terms and Conditions

Information caused by any third party.

- 6.5 You acknowledge that all information contained within or provided as part of BCARM is WTWS's Confidential Information.
- 6.6 WTWS acknowledges that the Subscriber Data is your Confidential Information.
- 6.7 This paragraph shall survive termination of this agreement, however arising.

7 DISCLAIMER

- 7.1 WTWS give you no warranty or assurance, except as set out in clause 5 above. WTWS declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law. For the avoidance of doubt, WTWS gives no warranties or assurances in respect of any external websites or portals accessed from BCARM, WTWS shall have no liability in respect of any loss or damage suffered by you as a consequence of your accessing such websites or portals and you shall be subject to the terms and conditions of such external websites or portals.
- 7.2 The Know-how is not intended to constitute a definitive or complete statement of the law on any subject, nor is any part of it intended to constitute legal advice for any specific situation.
- 7.3 The Know-how may include archived information and resources, which may be incorrect or out of date.
- 7.4 WTWS give you no warranty or assurance that the Services and our means of delivering them are compatible with your software or computer configuration.
- 7.5 WTWS may change part or all of any Service at our discretion.

8 LIABILITY

- 8.1 This paragraph sets out WTWS's entire financial liability (including any liability for the acts or omissions of our employees, agents, suppliers and sub-contractors) to you in respect of:
 - (a) any breach of this agreement;
 - (b) any use made by you of BCARM or any part of BCARM; and
 - (c) any representation, statement or tortuous act or omission (whether negligent or otherwise) arising under or in connection with this agreement.
- 8.2 Except as expressly and specifically provided in this agreement:
 - (a) you assume sole responsibility for results obtained from the use of BCARM, by you, and for conclusions drawn from such use. WTWS shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you in connection with BCARM, or any actions taken by us at your direction; and
 - (b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 8.3 Nothing in this agreement excludes WTWS's liability:

BCarm Terms and Conditions

- (a) for death or personal injury caused by our negligence; or
- (b) for fraud or fraudulent misrepresentation.

8.4 Subject to clause 8.3 above:

- (a) WTWS shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (b) WTWS's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

8.5 Under this paragraph, WTWS's liability includes that of any company in its group and respective agents, suppliers, employees and sub-contractors, includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Service, whether under this agreement or other agreement or in consequence of any misrepresentation, misstatement or tortuous act or omission, including negligence.

8.6 WTWS shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under the agreement or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, acts of third parties, accident, breakdown of plant or machinery, fire, flood or storm.

9 TERMINATION AND SUSPENSION

9.1 This agreement will terminate with immediate effect:

- 9.1.1 if you are in material breach of any of its terms and if the breach is not remedied within the period of twenty working days after written notice of it has been given to you; or
- 9.1.2 an order is made or a resolution is passed for your winding up or dissolution, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order against you; or
- 9.1.3 an order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator for you, or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 9.1.4 a receiver is appointed of any of your assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of you, or if any other person takes possession of or sells your assets; or
- 9.1.5 you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way; or

BCarm Terms and Conditions

- 9.1.6 you cease, or threaten to cease, to trade; or
- 9.1.7 you take or suffer any similar or analogous action in any jurisdiction in consequence of debt: or
- 9.1.8 there is a change of control of you (as defined in section 574 of the Capital Allowances Act 2001);
or
- 9.1.9 WTWS is prohibited from supplying BCARM or from dealing with you by the FCA or any other regulator of WTWS from time to time.

9.2 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) subject to the exceptions in this sub-paragraph, you will delete the Know-how from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of any part of the Know-how;
- (c) you will return to WTWS all of its and its suppliers' Confidential Information or other documentation or material provided to you by WTWS or WTWS's suppliers in connection with the Services;
- (d) WTWS will deal with Subscriber Data in its possession in accordance with 1.15-1.17 of its data processing terms set out in the annex unless it receives, no later than ten days after the effective date of the termination or expiry of this agreement, a written request for the delivery to you of a copy of the then most recent back-up of the Subscriber Data. WTWS shall use reasonable commercial efforts to deliver a copy (in a format determined by WTWS at its sole discretion) to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by WTWS in delivering such copy; and
- (e) termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

9.3 Without prejudice to WTWS's rights under this clause 9 and elsewhere in this agreement, WTWS shall have the right to suspend this licence and authorisation and your access to BCARM if WTWS believes that you are in breach of any of the terms of this agreement and in such circumstances you shall not undertake any activity in relation to the Services until such time as WTWS notify you in writing that the period of suspension is terminated.

10 GENERAL PROVISIONS

- 10.1 The rights provided under this agreement are granted to you only, and shall not without WTWS's prior written consent be considered granted to any subsidiary or holding company. You may not, without such prior written consent of WTWS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.
- 10.2 This agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by an Authorised User or any other third party.

BCarm Terms and Conditions

- 10.3 You are responsible for all acts and omissions of your Authorised Users (and any other person whom you permit or allow to access the Services, or whom accesses the Services through usernames and/or passwords issued to you or your Authorised Users) as though they were acts and omissions of you.
- 10.4 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 10.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 10.6 This agreement and the Subscription Fee invoice constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it for breach of the agreement shall be for breach of contract under the terms of this agreement.
- 10.7 These terms and conditions are part of and are incorporated into any contract between us for the provision of the Services.
- 10.8 English law governs this agreement and the parties submit to the non-exclusive jurisdiction of the English courts.

BCarm Terms and Conditions

Annex: The Data Processing Terms

Background

- (A) These Personal Data Processing Terms (**Data Processing Terms**) form part of the terms and conditions for the supply of services (**Terms and Conditions**) entered into between BCarm, a trading name of Walk the Walk Solutions Ltd incorporated and registered in England and Wales with company number 06675662 whose registered office is at 66 Prescott St, London, E1 8NN (the **Provider**) and the Customer that may require the Provider to process Personal Data on behalf of the Customer.
- (B) The Data Processing Terms set out the additional terms, requirements and conditions on which the Provider will process Personal Data when providing services under the Terms and Conditions. The Data Processing Terms contain the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((*EU*) 2016/679) for contracts between controllers and processors.

AGREED TERMS

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in the Data Processing Terms.

1.1 Definitions:

Business Purposes means the services to be provided by the Provider to the Customer as described in the Terms and Conditions and any other purpose specifically identified in Appendix B.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data and Personal Data Breach: have the meanings given to them in the Data Protection Legislation.

Controller: has the meaning given to it in section 6, DPA 2018.

Data Protection Legislation means:

BCarm Terms and Conditions

APPENDIX A to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and

- a) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of Personal Data.

Data Subject means the identified or identifiable living individual to whom the Personal Data relates.

EU GDPR: the General **Data** Protection Regulation ((EU) 2016/679).

EEA: the European Economic Area.

Personal Data means any information relating to an identified or identifiable living individual that is processed by the Provider on behalf of the Customer as a result of, or in connection with, the provision of the services under the Terms and Conditions; 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.

Processing, processes, processed, process means any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.

Personal Data Breach means a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

Term: the Data Processing Terms' term as defined in clause 10.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 The Data Processing Terms are subject to the terms of the Terms and Conditions and are incorporated into the Terms and Conditions. Interpretations and defined terms set forth in the Terms and Conditions apply to the interpretation of the Data Processing Terms.

BCarm Terms and Conditions

- 1.3 The Appendices form part of the Data Processing Terms and will have effect as if set out in full in the body of the Data Processing Terms. Any reference to the Data Processing Terms includes the Appendices.
- 1.4 A reference to writing or written includes faxes and email.
- 1.5 In the case of conflict or ambiguity between:
 - 1.5.1 any provision contained in the body of the Data Processing Terms and any provision contained in the Appendices, the provision in the body of the Data Processing Terms will prevail;
 - 1.5.2 the terms of any accompanying invoice or other documents appended to the Data Processing Terms and any provision contained in the Appendices, the provision contained in the Appendices will prevail; and
 - 1.5.3 any of the provisions of the Data Processing Terms and the provisions of the Terms and Conditions, the provisions of the Data Processing Terms will prevail.

2. Personal data types and processing purposes

- 2.1 The Customer and the Provider agree and acknowledge that for the purpose of the Data Protection Legislation:
 - 2.1.1 the Customer is the Controller and the Provider is the Processor;
 - 2.1.2 the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Provider; and
 - 2.1.3 Appendix B describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Provider may process the Personal Data to fulfil the Business Purposes.

3. Provider's obligations

- 3.1 The Provider will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. The Provider will not process the Personal Data for any other purpose or in a way that does not comply with the Data Processing Terms or the Data Protection Legislation. The Provider must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 3.2 The Provider must comply promptly with any Customer written instructions requiring the Provider to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

BCarm Terms and Conditions

- 3.3 The Provider will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or the Data Processing Terms specifically authorises the disclosure, or as required by domestic law or EU law, court or regulator (including the Commissioner). If a domestic law or EU law, court or regulator (including the Commissioner) requires the Provider to process or disclose the Personal Data to a third-party, the Provider must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law or EU law prohibits the giving of such notice.
- 3.4 The Provider will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Provider's processing and the information available to the Provider, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.
- 3.5 The Provider must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Provider's performance of the Terms and Conditions or the Data Processing Terms.

4. Provider's employees

- 4.1 The Provider will ensure that all of its employees:
 - 4.1.1 are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - 4.1.2 have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - 4.1.3 are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and the Data Processing Terms.

5. Security

- 5.1 The Provider shall at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
- 5.2 The Provider must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
 - 5.2.1 the pseudonymisation and encryption of Personal Data;

BCarm Terms and Conditions

- 5.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 5.2.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- 5.2.4 a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal data breach

- 6.1 The Provider will immediately and in any event without undue delay notify the Customer in writing if it becomes aware of:
 - 6.1.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Provider will restore such Personal Data at its own expense as soon as possible.
 - 6.1.2 any accidental, unauthorised or unlawful processing of the Personal Data; or
 - 6.1.3 any Personal Data Breach.
- 6.2 Where the Provider becomes aware of the matters set out in 6.1.1, 6.1.2 and/or 6.1.3, it will, without undue delay, also provide the Customer with the following written information:
 - 6.2.1 description of the nature of clauses 6.1.1, 6.1.2 and/or 6.1.3 including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - 6.2.2 the likely consequences; and
 - 6.2.3 a description of the measures taken or proposed to be taken to address clauses 6.1.1, 6.1.2 and/or 6.1.3, including measures to mitigate its possible adverse effects.
- 6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Provider will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
 - 6.3.1 assisting with any investigation;
 - 6.3.2 providing the Customer with physical access to any facilities and operations affected;
 - 6.3.3 facilitating interviews with the Provider's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;

BCarm Terms and Conditions

- 6.3.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
- 6.3.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 The Provider will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic law or EU law.
- 6.5 The Provider agrees that the Customer has the sole right to determine:
 - 6.5.1 whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - 6.5.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 The Provider will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 unless the matter arose from the Customer's specific written instructions, negligence, wilful default or breach of the Data Processing Terms, in which case the Customer will cover all reasonable expenses.

7. Cross-border transfers of personal data

The Provider (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK or EEA without obtaining the Customer's prior written consent.

8. Subcontractors

- 8.1 The Provider may only authorise a third-party (subcontractor) to process the Personal Data if:
 - 8.1.1 the Provider enters into a written contract with the subcontractor that contains terms substantially the same as those set out in the Data Processing Terms, in particular, in relation to requiring appropriate technical and organisational data security measures;
 - 8.1.2 the Provider maintains control over all of the Personal Data it entrusts to the subcontractor; and
 - 8.1.3 the subcontractor's contract terminates automatically on termination of the Data Processing Terms for any reason.

BCarm Terms and Conditions

- 8.2 The Controller consents to the Provider appointing any sub-processors in respect of the Services from time to time that the Provider deems appropriate provided that such sub-processors are selected by way of the Provider applying each of the criteria set out in Appendix B to such selection. In the event that the Provider wishes to amend any of the criteria set out in Appendix B it shall notify the Controller of the same and the Controller shall raise any objection to such amendment within 30-days of its receipt of such notification. If the Controller notifies the Provider of its objection to such amendment within that period, then the amendment shall not take effect as between the Provider and the Controller.
- 8.3 Where the subcontractor fails to fulfil its obligations under the written agreement with the Provider which contains terms substantially the same as those set out in the Data Processing Terms, the Provider remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.
- 8.4 The Parties agree that the Provider will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

9. Complaints, data subject requests and third-party rights

- 9.1 The Provider must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide on request such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- 9.1.1 the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and
 - 9.1.2 information or assessment notices served on the Customer by the Commissioner or other relevant regulator under the Data Protection Legislation.
- 9.2 The Provider must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 9.3 The Provider must notify the Customer within 30 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 9.4 The Provider will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 9.5 The Provider must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic law or EU law.

BCarm Terms and Conditions

10. Term and termination

- 10.1 The Data Processing Terms will remain in full force and effect so long as:
 - 10.1.1 the Terms and Conditions remains in effect; or
 - 10.1.2 the Provider retains any of the Personal Data related to the Terms and Conditions in its possession or control (**Term**).
- 10.2 Any provision of the Data Processing Terms that expressly or by implication should come into or continue in force on or after termination of the Terms and Conditions in order to protect the Personal Data will remain in full force and effect.
- 10.3 The Provider's failure to comply with the terms of the Data Processing Terms is a material breach of the Terms and Conditions. In such event, the Customer may terminate any part of the Terms and Conditions involving the processing of the Personal Data effective immediately on written notice to the Provider without further liability or obligation of the Customer.
- 10.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Terms and Conditions' obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 90 days, either party may terminate the Terms and Conditions on not less than 14 working days written notice to the other party.

11. Data return and destruction

- 11.1 At the Customer's request, the Provider will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 11.2 On termination of the Terms and Conditions for any reason or expiry of its term, the Provider will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to the Data Processing Terms in its possession or control.
- 11.3 If any law, regulation, or government or regulatory body requires the Provider to retain any documents, materials or Personal Data that the Provider would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

12. Records

The Provider will keep appropriately detailed, accurate and up-to-date written records regarding any processing of the Personal Data.

BCarm Terms and Conditions

13. Audit

- 13.1 At least once a year, the Provider will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under the Data Processing Terms, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.
- 13.2 On the Customer's written request, the Provider will make all of the relevant audit reports available to the Customer for review. The Customer will treat such audit reports as the Provider's confidential information under the Terms and Conditions.
- 13.3 The Provider will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by the Provider's management.

14. Warranties

- 14.1 The Provider warrants and represents that:
 - 14.1.1 it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - 14.1.2 it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Terms and Conditions' contracted services; and
 - 14.1.3 considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (a) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (b) the nature of the Personal Data protected; and
 - (c) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in clause 5.1.
- 14.2 The Customer warrants and represents that:
 - 14.2.1 the Provider's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation;

BCarm Terms and Conditions

- 14.2.2 the Customer has obtained all of the third party consents (including from each Data Subject) required for the processing by the Provider of Personal Data under the Data Processing Terms.

15. Notice

- 15.1 Any notice given to a party under or in connection with the Data Processing Terms must be in writing and delivered to:

For the Customer: Sharon Ede, Head of Operations. Email: sede@bcarm.co.uk

For the Provider: The BCarm System Administrator.

- 15.2 Clause 15.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

BCarm Terms and Conditions

APPENDIX B - Personal Data processing purposes and details

Subject matter of Processing: The personal data provided in respect of the provision of online risk management services under the Agreement.

Duration of Processing: For the duration of the performance of the relevant services.

Nature of Processing: Collection of the data via the BCarm portal to provide access to the services; recording of data to provide the Controller with training records and analysis of those records; reporting on the data to enable the Controller to administer the services; erasure or destruction of personal data at the result of the Controller.

Business Purposes: The Provision of online risk management services to the Controller.

Personal Data Categories: General Personal Data, including, employee(s) name, telephone number, email, address and particulars of their working environment, including but not limited to accidents or incidents that could occur during the course of their employment” etc.

Data Subject Types: Employees, both permanent and temporary.

BCarm Terms and Conditions

APPENDIX B – Sub-processor Selection Criteria

Each sub-processor must demonstrate to the satisfaction of the Provider that it has and, where applicable, will maintain:

1. Data Security Measures:
 - a. appropriate technical and organizational measures to ensure the security, confidentiality, integrity, and availability of the Personal Data.
 - b. encryption standards, access controls, and data breach notification procedures that align with industry best practices.
2. Compliance with Data Protection Laws:
 - a. adequate measures to in place to ensure its compliance with all applicable Data Protection Legislation and facilitate the Data Subject rights as required by law.
3. Ability to Implement Measures:
 - a. appropriate training programs for employees handling Personal Data.
4. Track Record and Experience:
 - a. previous experience and reputation in handling similar data processing activities.
 - b. no history of significant data breaches or non-compliance with data protection laws.
5. Audit and Inspection Rights:
 - a. the facilities necessary to enable the Provider to audit the Subprocessor periodically to verify compliance with the agreed-upon terms and data protection standards on reasonable notice.
6. Location of data processing:
 - a. a clear and verifiable location where the Subprocessor will be processing the data which complies with any legal requirements related to data transfer and storage.
7. Subcontracting restrictions:
 - a. a process for appointment of any sub-subprocessors that requires the Provider's approval.
8. Data deletion/return:
 - a. procedures in place for deleting or returning data once its services ends or upon request from the Provider.
9. Business Continuity and Exit Strategy:
 - a. contingency plans in place for business continuity and an agreed-upon exit strategy that outlines the return or deletion of data after termination of the Data Processing Terms.