



SERVICE LEVEL AGREEMENT

Elevating safety and empower excellence at every level



SAFETY@WORK
SOLUTIONS

SERVICE LEVEL AGREEMENT TERMS



Safety@Work Solutions Ltd ("we", "us", "Company") provide our Services to you ("Client") subject to these conditions ("Terms"), which form part of your Contract with us.

1. General Application

1.1 The provisions outlined in these terms and conditions (Terms) are not applicable to retained service agreements. Retained service agreements are governed by distinct, client-specific agreements.

1.2 These terms and conditions apply and constitute an integral part of the Agreement between Safety@Work Solutions Ltd and the Client concerning the provision of Services. These Terms take precedence over any terms and conditions put forth by the Client. Any terms or conditions included in the Client's purchase conditions, order, confirmation of order, specification, or any other document will not be considered part of the Agreement unless expressly agreed upon in writing by Safety@Work Solutions Ltd.

2. Definitions and Interpretation

2.1 Within this Agreement, unless the context necessitates a different interpretation, the following terms carry the specified meanings:

- Agreement refers to the contractual arrangement between Safety@Work Solutions Ltd and the Client, wherein Safety@Work Solutions Ltd agrees to provide Services to the Client, encompassing these Terms and the Proposal.
- Client refers to the organisation or individual for whom the Services are being provided.
- Deliverable(s) denote documents, products, materials, work, specifications, and solutions developed for the Client by Safety@Work Solutions Ltd in the provision of the Services, as outlined in the Proposal.
- Documents encompass, in addition to any written document, any drawing, map, plan, schematic, diagram, design, picture, or other image embodying information in any form, as described herein.
- Fee signifies payment for the Services specified in the Proposal or as mutually agreed upon by all parties.
- Proposal indicates the comprehensive description of the Services to be delivered to the Client, inclusive of risks, issues, assumptions, and dependencies, along with outlines of timescales, fees, and Deliverable(s).
- Safety@Work Solutions Ltd represents Safety@Work Solutions Ltd. Safety@Work Solutions Ltd Materials include all documents,

information, and materials created and/or provided by Safety@Work Solutions Ltd concerning the Services and/or Deliverables.

- Services refer to the services to be supplied to the Client by Safety@Work Solutions Ltd, as detailed in the Proposal and subject to modification by agreement between the parties.
- Third Party Material designates material in any form, the intellectual property rights of which are owned by a third party.

2.2 Mentions of clauses (unless the context dictates otherwise) pertain to the clauses specified in this document. Any mention in these Terms of a provision or statute is to be interpreted as a reference to that provision as amended or re-enacted periodically.

2.3 Unless the context dictates otherwise, any reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the pertinent time.

2.4 When mentioning a 'Party,' it pertains to Safety@Work Solutions Ltd or the Client (as applicable), and when referring to 'the Parties,' it signifies Safety@Work Solutions Ltd and the Client.

3. Services and Appointment

3.1 Safety@Work Solutions Ltd is appointed on a non-exclusive basis, and nothing in the Agreement shall prohibit from engaging with or providing services to other clients in connection with the services or similar services.

3.2 A service quotation provided to the Client by Safety@Work Solutions Ltd does not constitute an offer, and Safety@Work Solutions Ltd retains the right to retract or modify a quotation at any time before entering into an Agreement. All statements, whether oral or written, including descriptions, illustrations, or specifications regarding the services made by Safety@Work Solutions Ltd before entering into an Agreement, whether in brochures, leaflets, publications, proposals, or otherwise, are for informational and guidance purposes only. **3.3** Conditional upon the timely settlement of outstanding amounts by the Client and/or any reasonable delays incurred by Safety@Work Solutions Ltd or beyond Safety@Work Solutions Ltd's reasonable control, Safety@Work Solutions Ltd will exert reasonable efforts to deliver the Deliverables to the Client on dates mutually agreed upon by the Client and

Safety@Work Solutions Ltd. Nonetheless, these dates should be regarded as approximations.

3.4 The Client and Safety@Work Solutions Ltd shall furnish each other with precise and clear information and collaborate concerning the provision of the Services.

3.5 Before the commencement date of the Services, the Client is responsible for securing all requisite licenses, consents, permissions, and approvals necessary for the execution of the Services, excluding those already held by Safety@Work Solutions Ltd for its business operations.

3.6 If Safety@Work Solutions Ltd needs decisions, approvals, consents, or any other communication from the Client to continue with the provision of the Services, the Client is required to furnish such information promptly and reasonably.

3.7 Should the Services require Safety@Work Solutions Ltd to access the Client's premises or another location under the lawful control of the Client, the Client is responsible for ensuring that Safety@Work Solutions Ltd has access at times agreed upon by both parties.

3.8 Any delay in delivering the Services attributable to the Client's failure or tardiness in complying with any provisions of this Clause 3 shall not be deemed the responsibility or fault of Safety@Work Solutions Ltd.

4. Payment

4.1 The Client will remit the Fee to Safety@Work Solutions Ltd at the specified times and in the manner detailed in this Agreement. Timeliness of payment is crucial, and Safety@Work Solutions Ltd reserves the right to suspend or terminate the provision of Services without incurring liability if the Fee is not paid on schedule. The Client is accountable for all charges incurred by Safety@Work Solutions Ltd due to the Client's non-payment, encompassing collection charges and related legal fees.

4.2 Value Added Tax (VAT) and any additional taxes, duties, or charges will be applicable to the Fee. The Client is responsible for settling these VAT, taxes, duties, or other charges, and they are payable to the relevant authority.

4.3 If a fixed fee is outlined in the proposal, it applies solely to the services detailed in that proposal. Any extra work will be charged based on the agreed-upon amount and method documented in writing by both parties. In the absence of a specific agreement, charges for additional work will be based on Safety@Work Solutions Ltd prevailing standard hourly rates.

4.4 The Client agrees to fully reimburse Safety@Work Solutions Ltd for all approved expenses related to the performance of services. Upon the Client's request before payment, Safety@Work Solutions Ltd will furnish receipts for these expense claims.

4.5 Expense and disbursement invoices will be issued concurrently with fee invoices.

4.6 Unless otherwise specified in Clause 4.7, the Client is required to settle all amounts owed under this Agreement in full and with cleared funds within 14 days of receiving the corresponding Safety@Work Solutions Ltd invoice.

4.7 If the amounts specified in these terms are not fully paid by the due date, Safety@Work Solutions Ltd reserves the right, without limiting any other remedies, to impose daily interest charges from the due date until the actual payment date. The interest rate will be 8% per annum above the Bank of England's base rate, applicable both before and after any judgment."

5. Confidential Information

5.1 The term 'Confidential Information' encompasses any confidential details (whether verbal, written, or in electronic form) related to the business, operations, customers, clients, or suppliers of a party. This explicitly includes the content and specifications of Safety@Work Solutions Ltd business methodology.

5.2 While providing the services, both Safety@Work Solutions Ltd and the Client are obligated to implement reasonable measures and precautions to protect any Confidential Information and data within their possession regarding the other party's affairs. These measures and precautions must, at a minimum, be as stringent as those employed by each party for safeguarding its own internal Confidential Information and data."

5.3 At the conclusion of this Agreement or at the request of the disclosing party, the recipient must either return or as instructed by the disclosing party, eliminate all Confidential Information received from or on behalf of the disclosing party.

5.4 The provisions of this clause do not apply to: (1) information already publicly available as of the Agreement date; (2) information that becomes public subsequently, unrelated to any breach of this Agreement; (3) information independently developed by a party without using the other party's information; or (4) disclosures required by law, a regulatory authority, or the terms of this Agreement.

6. Intellectual Property

6.1 The Client acknowledges that Safety@Work Solutions Ltd retains ownership and all intellectual property rights to all existing Safety@Work Solutions Ltd Materials.

6.2 The ownership of copyright, intellectual property rights, and any information, reports, drawings, designs, or other products produced or utilised by Safety@Work Solutions Ltd during the provision of services (referred to as 'Materials') shall be retained by Safety@Work Solutions Ltd, excluding Third Party Material. Upon Safety@Work Solutions Ltd receiving full and cleared payment for all amounts due under this Agreement, the Client is granted the right to use the Safety@Work Solutions Ltd Materials and/or Materials solely for the purpose of utilising the services.

6.3 The Client may only use the Safety@Work Solutions Ltd Materials and/or Materials for the specified purpose with the prior written consent of Safety@Work Solutions Ltd and on mutually agreed terms. Safety@Work Solutions Ltd assumes no liability for the use of the Safety@Work Solutions Ltd Materials and/or Materials by any party for purposes other than those for which they were originally prepared by or on behalf of Safety@Work Solutions Ltd.

6.4 Recording, copying, or transmitting content without authorisation of Safety@Work Solutions Ltd is strictly prohibited.

7. Service Warranty

7.1 Safety@Work Solutions Ltd commits to employing reasonable skill and care while delivering the Services, ensuring that competent personnel provide them to the Client. Additionally, Safety@Work Solutions Ltd guarantees that it will refrain from knowingly offering Services that violate the intellectual property rights of any third party.

7.2 Except for the warranty outlined in clause 7.1 and to the maximum extent allowable by law, Safety@Work Solutions Ltd disclaims all warranties, terms, conditions, or undertakings, whether express or implied, written or oral, statutory or otherwise. This includes any implied warranty of satisfactory quality or fitness for a particular purpose regarding the Services or the Deliverables.

7.3 If any Services do not meet the standard outlined in clause 7.1, Safety@Work Solutions Ltd, at its discretion and upon prompt written notification by the Client of the failure, will either reperform the non-compliant Services at no extra cost or refund to the Client all Fees paid for those non-compliant Services. In the case of Safety@Work Solutions Ltd reperforming such Services, the timeframe specified in the Proposal will be extended accordingly.

8. Client Warranties/Indemnities

8.1 The Client assures, represents, and agrees that the Client;

- Will not contravene any applicable laws and regulations in entering into and/or fulfilling the obligations outlined in the Agreement;
- Is (if a natural person) at least 18 years old;
- Possesses complete right, title, and interest in, or holds a suitable

license to use, all materials furnished to Safety@Work Solutions Ltd; and

- Has furnished Safety@Work Solutions Ltd with all pertinent, comprehensive, and accurate information regarding the Client's business and requirements.

8.2 The Client agrees to indemnify, defend, and hold harmless Safety@Work Solutions Ltd, Safety@Work Solutions Ltd parent, subsidiary, and affiliated companies, third-party service providers, and each of their respective officers, directors, employees, shareholders, and agents (each referred to as an "indemnified party" and collectively as "indemnified parties"). This indemnification includes safeguarding the indemnified parties against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable legal fees) that may be threatened, asserted, or filed by a third party against any of the indemnified parties, arising out of or related to;

- Any violation by the Client of any pertinent policies communicated by Safety@Work Solutions Ltd to the Client periodically;
- Any breach of the Client's representations, warranties, or covenants as stated in the Agreement;
- And/or any acts or omissions by the Client.

The provisions of this clause 8.2 shall endure beyond any termination of the Agreement. Specifically for this clause 8.2, the term "the Client" encompasses not only the Client but also visitors to the Client's website and users of the Client's products or services, the utilisation of which is facilitated by Safety@Work Solutions Ltd.

9. Limitation of liability

9.1 The parties' liability under or in connection with this Agreement, regardless of the basis (whether in tort, contract, or any other manner, and irrespective of negligence or misrepresentation), is delineated in this clause.

9.2 Irrespective of any other provision in this Agreement, the liability of the parties shall not be restricted in any manner concerning the following: (1) death or personal injury resulting from negligence; (2) fraud or fraudulent misrepresentation; or (3) any other losses that cannot be excluded or limited by applicable law.

9.3 Subject to clause 9.2, Safety@Work Solutions Ltd shall not be held liable, whether in contract, tort (including negligence), or otherwise, for direct or indirect loss of profits, business or anticipated savings, loss of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation, or loss of goodwill. Additionally, Safety@Work Solutions Ltd will not be liable for any indirect or consequential loss or damage arising from this

Agreement, even if Safety@Work Solutions Ltd has been informed of the potential for such damages, for which the Client pays, suffers, or is liable.

9.4 Subject to clause 9.2, Safety@Work Solutions Ltd liability for all claims in aggregate, arising from any loss suffered by the Client (excluding those losses with unlimited liability under clause 9.2), for any cause of action, will be restricted to the extent permitted by law to the Fee paid to Safety@Work Solutions Ltd under the Agreement

10. Term and termination

10.1 This Agreement will automatically terminate as per the term specified in the Proposal (unless extended by mutual written agreement) or upon the completion of the Services, unless terminated in accordance with clause 8 or clause 10.2.

10.2 Either party can terminate this Agreement at any time, with immediate effect, by providing written notice to the other party if the other party;

- In the reasonable judgment of the non-breaching party, if the other party significantly breaches its obligations under the Agreement and fails to rectify the breach within 21 days of receiving a written request from the non-breaching party to do so.
- If the other party ceases to conduct all or a substantial part of its business or indicates an intention to do so in any manner.
- If the other party is incapable of settling its debts within the meaning of section 123 of the Insolvency Act 1986, or if Safety@Work Solutions Ltd reasonably believes this to be the case.
- If the other party becomes the subject of a company voluntary arrangement under the Insolvency Act 1986.
- If a receiver, manager, administrator, or administrative receiver is appointed over all or any part of the other party's undertaking, assets, or income.
- If a resolution is passed for the winding up of the other party.
- If a petition for winding up is presented to any court or an application for an administration order is made, or any winding-up or administration order is issued against the other party.
- If the other party is subjected to any procedure for the taking control of its goods, and such procedure is not withdrawn or discharged within seven days of commencement.
- If a freezing order is issued against the other party.

10.3 Upon termination, the Client is obligated to compensate Safety@Work Solutions Ltd for all Services provided and expenses accrued up to the termination date.

10.4 Sections 4, 5, 6, 8, 9, 10, 12, 13, 15, 16, 17, and 18 of this Agreement remain effective after the termination or expiration of this Agreement.

11. Cancellation

11.1 Safety@Work Solutions Ltd has the authority to terminate or temporarily suspend the Services or a Deliverable due to a delay reasonably incurred by Safety@Work Solutions Ltd or an event beyond Safety@Work Solutions Ltd reasonable control. If Safety@Work Solutions Ltd chooses to exercise this right under clause 11.1 to terminate, the Client is eligible for a reimbursement of the Fees already remitted to Safety@Work Solutions Ltd for the terminated Services.

11.2 If the Client cancels and/or postpones (Cancellation) the agreement (subject to 11.3), Safety@Work Solutions Ltd retains the right to impose the following charges on the Client:

- 25% of the entire fee due for Services if Safety@Work Solutions Ltd receives written notice of Cancellation more than one calendar month but less than 6 weeks before the scheduled commencement date of the Deliverable.
- 50% of the total fee for Services is chargeable if Safety@Work Solutions Ltd receives written notice of Cancellation less than one calendar month but more than 2 weeks before the scheduled commencement date of the Deliverable.
- 75% of the total fee for Services is applicable if Safety@Work Solutions Ltd receives written notice of Cancellation less than two weeks but more than one week before the scheduled commencement date of the Deliverable.
- 100% of the total fee for Services is charged if Safety@Work Solutions Ltd receives written notice of Cancellation not more than one week before the scheduled commencement date of the Deliverable.

11.3 Should the Client seek alterations to any specifics of the Services, such requests must be communicated in writing as soon as they become known. Safety@Work Solutions Ltd, in collaboration with the Client, will exert reasonable efforts to implement the necessary changes. Any associated extra costs will be incorporated into the Fees and billed to the Client.

12. Data Protection

12.1 Each party is responsible for adhering to its duties under the Data Protection Laws (as specified in the attached schedule to these Terms) concerning any Personal Data it furnishes to the other party.

12.2 Should the Client furnish any Personal Data (as defined in the attached schedule to these Terms) to Safety@Work Solutions Ltd, or if Safety@Work Solutions Ltd processes any Personal Data on behalf of the Client during the execution of the Services, the regulations outlined in the schedule to these Terms will govern the processing of such Personal Data.

13. Subcontracting

13.1 Safety@Work Solutions Ltd has the option to delegate any portion of the Services to subcontractors.

14. Assignment

14.1 No party is allowed to transfer or otherwise manage their rights under this Agreement without obtaining the prior written consent of the other party.

15. Notices

15.1 All notifications under this Agreement (excluding the service of legal proceedings or other documents in any legal action) must be in writing. They can be delivered in person, sent by pre-paid first-class post, next working day delivery service, commercial courier, or (if an email address is provided) via email to the addresses specified in the Agreement.

16. Force Majeure

16.1 Each party is absolved from liability to the other for any failure to perform or delay in the performance of its obligations under this Agreement due to factors such as acts of God, war, civil disturbance, acts of terrorism, government or authority actions (including license or consent revocation), fire, flooding, explosion, natural disasters, or other events beyond its reasonable control. If such a force majeure event continues for a period exceeding one month, the adversely affected party may terminate this Agreement immediately without incurring further liability, except for those liabilities that had already accrued at the termination date.

17. Applicable Law

17.1 This Agreement is subject to and shall be interpreted in accordance with English law. Except as specified in Clause 17.2 below, any dispute, controversy, proceedings, or claim between the Parties concerning the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising from or related to them) shall be under the jurisdiction of the courts of England and Wales.

17.2 In case of any dispute arising concerning any matter under the preceding provisions or relating to this Agreement, and should the Parties fail to reach an agreement, the matter shall be submitted to arbitration. The provisions of the Arbitration Act 1996 or any statutory modification currently in force shall be applicable. The appointment of an Arbitrator will be determined by the President of the Chartered Institute of Arbitrators at 12 Bloomsbury Square, London, WC1A 2CR.

18. General

18.1 This Agreement represents the complete understanding between the parties, prevailing over all prior verbal or written representations, agreements, statements, and understandings.

18.2 Any alterations or modifications to this Agreement after signing are not permissible unless made in writing and signed by or on behalf of the parties involved.

18.3 The neglect by either party to assert any of its rights under this Agreement does not imply a waiver, and the party retains the right to enforce every provision of this Agreement in accordance with its terms at a later date.

18.4 If any provision or part-provision of the Agreement becomes invalid, illegal, or unenforceable, it shall be considered modified to the minimum extent necessary to render it valid, legal, and enforceable. If such modification is not feasible, the relevant provision or part-provision shall be considered deleted. Any modification or deletion of a provision or part-provision under this clause 18.4 will not impact the validity and enforceability of the remaining parts of the Agreement.

18.5 Unless explicitly specified otherwise, the Agreement does not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

1. The Schedule – Data Protection

Title	Definition
Controller	The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data
Data Protection Laws	a) The Data Protection Act 2018 - General Data Protection Regulation (GDPR) b) UK General Data Protection Regulation (Regulation (EU) (2016/679) ('UK GDPR') c) The Privacy and Electronic Communications (EC Directive) Regulations 2003; d) Any regulations, guidance, or codes of conduct that substitute, broaden, re-enact, merge, or modify any of the aforementioned.
Data Subject	An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an 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 that natural person;
Personal Data	Any information relating to an identified or identifiable natural person ('data subject');
Personal Data Breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
Processing	Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
Processor	A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
Protected Data	Personal data obtained from the Client or on their behalf in relation to Safety @ Work Solutions Ltd responsibilities under this Agreement.
Sub-Processor	Refers to any representative, subcontractor, or external entity (excluding its employees) contracted by Safety @ Work Solutions Ltd to execute processing tasks on behalf of the Client regarding the Protected Data.

2. Customer's compliance with data protection laws

The agreement between the parties designates the Client as a Controller and Safety@Work Solutions Ltd as a Processor for processing Protected Data under this Agreement. The Client is obligated to consistently adhere to all Data Protection Laws concerning the processing of Protected Data. It is the responsibility of the Client to ensure that all instructions provided to Safety@Work Solutions Ltd regarding Protected Data, including the terms outlined in this Agreement, align with Data Protection Laws. Without limiting the scope of paragraph 2 and paragraph 3 below, the Client will guarantee the presence of necessary and appropriate consents and notices to facilitate the legal transfer of Protected Data to Safety@Work Solutions Ltd throughout the duration and for the purposes of the Agreement.

3. Safety@Work Solutions Ltd compliance with data protection laws

Safety@Work Solutions Ltd will undertake the processing of Protected Data in accordance with the responsibilities imposed

on it by Data Protection Laws and the stipulations outlined in this Agreement.

4. Indemnity

The Client is responsible for indemnifying and ensuring the ongoing indemnification of Safety@Work Solutions Ltd against any and all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands, and legal and other professional costs. This indemnification is to be calculated on a comprehensive basis, regardless of whether it results from an investigation by or imposition from a supervisory authority and arises in connection with any violation by the Client of its duties outlined in this schedule.

5. Instructions

5.1 Safety@Work Solutions Ltd is committed to processing the Protected Data, and Safety@Work Solutions Ltd Personnel will also adhere to this commitment, solely for the purpose of fulfilling obligations under this Agreement. Processing for any other purpose

is restricted unless alternative processing instructions are mutually agreed upon in writing by the parties. The only exception to this limitation is when compelled by applicable law. In such cases, Safety@Work Solutions Ltd will inform the Client of the legal requirement before processing, unless prohibited by applicable law.

5.2 Notwithstanding the provisions in paragraph 5.1, should Safety@Work Solutions Ltd have a reasonable belief that any instruction received from the Client is likely to violate Data Protection Laws, it will promptly notify the Client. Safety@Work Solutions Ltd retains the right to discontinue the relevant services (without incurring liability) until the parties reach an agreement on appropriately amended instructions that do not violate the laws in question.

6. Security

Aligning with Data Protection Laws, considering technological advancements, implementation costs, and the specific characteristics of processing Protected Data under or related to this Agreement, including the risks to the rights and freedoms of individuals, Safety@Work Solutions Ltd is obligated to employ suitable technical and organisational security measures. These measures should be commensurate with the risk, addressing concerns such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to the Protected Data during transmission, storage, or processing.

7. Sub-processing and personnel

Safety@Work Solutions Ltd must;

7.1 Obtain written authorisation from the Client's prior to allowing any processing of Protected Data by any agent, subcontractor, or third party (excluding employees of Safety@Work Solutions Ltd or its Sub-Processors during their employment, provided they are bound by a legally enforceable obligation of confidentiality regarding the Protected Data).

7.2 Officially designate each Sub-Processor through a written contract before any processing activities involving Protected Data are undertaken by the respective Sub-Processor. This contract should include obligations substantially identical to those outlined in this schedule, enforceable by Safety@Work Solutions Ltd. Additionally, Safety@Work Solutions Ltd is responsible for ensuring that each Sub-Processor adheres to all specified obligations.

7.3 Maintain complete liability to the Client, as per this Agreement, for the actions and oversights of each Sub-Processor, treating them as if they were Safety@Work Solutions Ltd own.

7.4 Guarantee that every individual authorised by Safety @ Work Solutions Ltd or any Sub-Processor to handle Protected Data is bound by a written contractual obligation that obligates them to maintain the confidentiality of the Protected Data.

8. Assistance

Safety@Work Solutions Ltd will provide assistance to the Client, at the Client's expense, in addressing all requests from Data Subjects. Safety@Work Solutions Ltd will also aid the Client in meeting its obligations under Data Protection Laws related to impact assessments, security, breach notifications, and engagements with supervisory authorities or other relevant regulatory bodies, which may include, but are not limited to, the Information Commissioner's Office.

9. International transfers

The processing and/or transfer, as well as any direct or indirect disclosure, of Protected Data to countries outside the United Kingdom is prohibited by Safety@Work Solutions Ltd without obtaining prior written consent from the Client.

10. Audits and processing

In adherence to Data Protection Laws, Safety@Work Solutions Ltd is obligated to provide the Client with any information within its possession or control that is necessary to showcase Safety@Work Solutions Ltd compliance with the obligations outlined in this Schedule.

11. Breach

Upon becoming aware of any Personal Data Breach concerning Protected Data, Safety@Work Solutions Ltd is required to promptly notify the Client in writing without unnecessary delay.

12. Deletion/return of Protected Data

Upon the termination of the Services associated with the processing of Protected Data, the Client may choose, at their cost, for Safety@Work Solutions Ltd to either return all Protected Data or securely dispose of it (and subsequently delete all copies) unless any applicable law mandates Safety@Work Solutions Ltd to retain such Protected Data.

13. Survival

The survival of this schedule following termination or expiration of this Agreement is perpetual for paragraphs 2, 3, 4, 8, and 13. For all other paragraphs and provisions of this schedule, it persists until 12 months after the earlier occurrence of termination or expiry of this Agreement.

ORIGINAL SIGNED

Christopher Darker, Managing Director