TERMS OF BUSINESS — DPIAS

Version: 1.0
Effective Date: 24-February-2026

These Terms of Business (the "**Terms**") govern the provision of Services by **DPIAS** (Data Protection Impact Assessments & ROPA Services) to the customer identified in an Order Form or Statement of Work. By signing an Order Form/Statement of Work ("**Order**"), the customer agrees to be bound by these Terms.

1. Parties and Contract Structure

1.1 **Supplier**: DPIAS (legal name: **Innovation IT Services LTD**), a company registered in England & Wales under number **[5520117]**, with registered office at **[33 Tennyson Crescent, Waterlooville, Hampshire. PO7 6AE]** ("**Supplier**").
1.2 **Customer**: The entity specified in the Order ("**Customer**").
1.3 Each Order incorporates these Terms. If there is any conflict, the Order prevails, then these Terms, then any schedules.

2. Definitions

- **Affiliate**: any entity controlling, controlled by, or under common control with a Party.
- **Background IP**: all IP, tools, templates, methods, code, and materials owned or controlled by a Party before or outside the Services.
- **Business Day**: any day except Saturday, Sunday, or public holidays in England.
- **Confidential Information**: non-public information of a Party, whether written or oral, including Deliverables, pricing, plans, source materials, know-how, and Customer data.
- **Data Protection Laws**: UK GDPR, Data Protection Act 2018, PECR, and all binding UK privacy legislation.
- **Deliverables**: DPIAs, ROPAs, reports, matrices, templates, diagrams, and any other outputs created under the Order.
- **Services**: the professional services defined in each Order.
- **Third-Party Materials**: materials owned by a third party used in the provision of the Services.

3. Services, Orders and Changes

3.1 Supplier will provide the Services with **reasonable skill and care** using suitably qualified personnel.
3.2 Changes to scope, timelines, or fees will be agreed in writing via a change control procedure.
3.3 Customer shall provide timely cooperation, access, and accurate information necessary for performance.

4. Fees, Expenses and Payment

4.1 Fees are as set out in the Order and exclude VAT and pre-approved expenses.
4.2 Invoices are issued according to the Order's billing schedule.
4.3 Payment is due **within 30 days** of invoice date.
4.4 Late payments accrue interest at **2% above Barclays Bank plc base rate** daily until paid.
4.5 Supplier may suspend Services on 7 days' notice for overdue payments.

5. Intellectual Property and Licence

5.1 **Ownership**: Supplier owns all rights in Supplier Background IP and Deliverables. Customer owns its data and Background IP.
5.2 **Internal Licence**: Upon full payment, Supplier grants the Customer a **non-exclusive, non-transferable, non-sublicensable licence** to use the Deliverables **internally** for a period of **seven (7) years**.
5.3 **Seven-Year No-Distribution Restriction**: Customer MUST NOT, for 7 years:

- distribute, disclose, sell, license, or make Deliverables available to any third party;
- use Deliverables to produce work for third parties;
- allow access by any group companies, vendors, or partners unless explicitly authorised in writing.
  5.4 **Permitted Limited Disclosure**:
  Only allowed to:
- professional advisers bound by confidentiality,
- regulators where strictly legally required,
- expressly authorised group entities (in writing).
  5.5 Extended rights require a separate paid licence.
  5.6 Customer may not remove branding or reverse-engineer Deliverables.
  5.7 **Remedies**: Supplier may seek injunctive relief, specific performance, damages, and an account of profits for unauthorised use.

6. Confidentiality

6.1 Parties shall keep Confidential Information secret and use it solely for performing/receiving Services.
6.2 Limited disclosure is permitted only for regulatory/legal purposes or to insured advisers.
6.3 Obligations continue for **7 years** after termination.

7. Data Protection

7.1 Parties are independent controllers unless otherwise agreed.
7.2 Where Supplier acts as processor, a Data Processing Addendum will apply.
7.3 Supplier will maintain proportionate technical and organisational security measures.
7.4 Supplier will notify Customer within **48 hours** of becoming aware of a personal data breach.
7.5 No sub-processor or international transfer will occur without Customer's consent.

8. Warranties and Disclaimer

8.1 Supplier warrants Services will be performed with reasonable skill and care.
8.2 If breached, Supplier will re-perform or fairly reduce relevant Fees.
8.3 Deliverables constitute **advisory opinions**, not legal advice; Customer must seek independent legal counsel.

9. Indemnities

9.1 Supplier indemnifies Customer for IP infringement claims relating to Deliverables unless caused by modifications or misuse.
9.2 Customer indemnifies Supplier against claims arising from Customer-provided data, unlawful processing, or breach of the no-distribution clause.

10. Liability

10.1 No limits apply for:

- death or personal injury,
- fraud,
- wilful misconduct,
- breach of Clauses **5 (IP)** or **6 (Confidentiality)**,
- unpaid Fees.
  10.2 Neither party is liable for indirect or consequential loss.
  10.3 Liability cap: **the greater of £50,000 or 125% of Fees** for the relevant Order.

11. Non-Solicitation

Customer shall not solicit Supplier's staff for 12 months after service completion.

12. Insurance

Supplier maintains appropriate PI, Cyber Liability, and Public Liability insurance.

13. Term, Suspension and Termination

13.1 Each Order continues until completed unless terminated earlier.
13.2 Supplier may suspend for non-payment.
13.3 Either party may terminate for unremedied material breach (14 days).
13.4 Termination does not affect accrued rights or the Customer's 7-year use restriction.

14. Cyber Security Review

14.1 Supplier may provide Cyber Security Review Services ("**CSR Services**") as part of, or in addition to, DPIA/ROPA work.
14.2 CSR Services may include:

- Assessing existing cyber security posture, controls, configurations, and practices;
- Evaluating administrative, technical, and physical security measures;
- Assessing compliance with NCSC guidance, UK GDPR Article 32, sector-specific standards, and other applicable frameworks;
- Identifying vulnerabilities, misconfigurations, excessive permissions, process weaknesses, or policy gaps;
- Reviewing threat detection, monitoring, and incident readiness;
- Producing written recommendations proportionate to risk and operational context.

Customer Responsibilities:

- Provide full and accurate access to systems, documentation, networks, applications, and staff.
- Acknowledge that CSR Services are **advisory only**, based on the environment and information made available.
- Understand that implementation of recommendations is solely the Customer's responsibility.

Limitations & Liability:

- Supplier does **not** guarantee prevention or detection of cyber incidents.

- Supplier is not liable for cyber incidents occurring after delivery of the CSR Services unless caused by Supplier's negligence in performing the CSR review itself.
- Customer remains responsible for all decisions relating to security governance, configuration, and mitigation.

15. Escalation, Mediation and Proceedings

- Good-faith escalation between project leads (5 Business Days).
- Senior-level escalation (10 Business Days).
- If unresolved: **CEDR mediation** (London).
- Either party may seek **urgent injunctive relief at any time**, especially for breaches of IP/confidentiality.

16. Compliance

Parties shall comply with Bribery Act 2010, Modern Slavery Act 2015, sanctions, export controls, and health and safety law.

17. Force Majeure

Either party may terminate an affected Order after 30 days of a Force Majeure event.

18. Subcontracting and Assignment

Supplier may subcontract work but remains responsible.
Neither party may assign without consent except during corporate restructuring.

19. Publicity

Neither party may use the other's name/logo without prior written consent.

20. Audit and Records

Customer shall maintain records demonstrating internal-only use of Deliverables and may be asked to attest compliance with the seven-year restriction.

21. Notices

Notices must be sent by courier, recorded post, or email with postal copy.

22. Entire Agreement; Variation; Severability; Waiver; Third-Party Rights; Counterparts

These Terms override all previous discussions and may be varied only in writing.

23. Governing Law and Jurisdiction

These Terms are governed by the laws of **England & Wales**.
Parties submit to the exclusive jurisdiction of courts in England & Wales.