TERMS OF BUSINESS — DPIAS

Version: 1.1
Effective Date: 27-July-2026

These Terms of Business (the "**Terms**") govern the provision of Services by **Innovation IT Services LTD trading as 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.

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1. Parties and Contract Structure

1.1 **Supplier**: **Innovation IT Services LTD**, a company registered in England & Wales under number **5520117**, with registered office at **33 Tennyson Crescent, Waterlooville, Hampshire, PO7 6AE**, trading as **DPIAS** (Data Protection Impact Assessments & ROPA Services) ("**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.

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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.

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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.

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4. Fees, Expenses and Payment

4.1 Fees are as set out in the Order and exclude VAT, unless stated otherwise, and any pre-approved expenses.
4.2 Invoices are issued according to the Order's billing schedule, or otherwise on completion of the relevant Services or milestone.
4.3 Payment is due **within 30 days** of the invoice date unless a different payment period is stated in the Order.
4.4 If payment is late, Supplier may charge interest and reasonable recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, unless the Order specifies a different lawful and substantial contractual remedy.
4.5 Supplier may suspend Services on at least 7 days' written notice where any undisputed overdue amount remains unpaid.

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5. Intellectual Property and Licence

5.1 **Ownership**: Supplier retains ownership of Supplier Background IP, methodologies, tools, templates, know-how and reusable materials. Customer retains ownership of Customer data and Customer Background IP.
5.2 **Deliverables and Licence**: Upon full payment, Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables internally for Customer's own business, governance and compliance purposes for a period of **seven (7) years** from delivery, unless otherwise stated in the Order.
5.3 **No-Distribution Restriction**: Customer must not, without Supplier's prior written consent, use the Deliverables for the benefit of any third party or distribute, disclose, sell, license, publish, commercially exploit, or make the Deliverables available to any third party, except as expressly permitted below.

- Customer may disclose relevant Deliverables to its professional advisers, auditors, insurers, regulators, public authorities, courts, or other bodies where disclosure is reasonably necessary and subject to confidentiality or legal obligation where applicable.
- Customer may share Deliverables internally with its officers, employees and contractors who need access for Customer's own compliance purposes, provided they are subject to appropriate confidentiality obligations.

- Customer may not remove Supplier branding, copyright notices or proprietary markings from Deliverables unless agreed in writing.
- Extended or group-wide use, onward commercial use, or use for external client work requires a separate written licence.
- Supplier may seek injunctive relief, specific performance, damages and other available remedies for unauthorised use, disclosure or exploitation of Deliverables.

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6. Confidentiality

6.1 Each Party shall keep the other Party's Confidential Information confidential and use it only for the purpose of performing or receiving the Services.
6.2 Confidential Information may be disclosed to employees, contractors, professional advisers, insurers, regulators, public authorities, courts, or law enforcement bodies where reasonably necessary, provided appropriate confidentiality obligations apply where lawful and practicable.
6.3 Confidentiality obligations do not apply to information that is public through no breach of these Terms, already lawfully known, independently developed, or required to be disclosed by law.
6.4 Obligations continue for **7 years** after termination or expiry, except that trade secrets and highly sensitive information remain protected for as long as they remain confidential.

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7. Data Protection

7.1 The Parties are independent controllers in respect of their own business contact, account administration and compliance records unless an Order or Data Processing Addendum states otherwise.
7.2 Where Supplier processes personal data on behalf of Customer as a processor, the Parties shall enter into a Data Processing Addendum containing the mandatory terms required by UK GDPR Article 28, including documented instructions, confidentiality, appropriate security, sub-processor controls, assistance with data subject rights and compliance obligations, breach support, audit rights, and return or deletion of personal data at the end of the Services.
7.3 Supplier shall maintain appropriate technical and organisational security measures proportionate to the nature, scope, context and risk of the processing.
7.4 Supplier shall notify Customer without undue delay after becoming aware of a personal data breach affecting Customer personal data, and in any event within **48 hours** where reasonably practicable.
7.5 Supplier shall not appoint a sub-processor or make a restricted international transfer of Customer personal data except in accordance with the Data Processing Addendum or Customer's documented written authorisation.

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8. Warranties and Disclaimer

8.1 Supplier warrants that the Services will be performed with reasonable skill and care.
8.2 If Supplier breaches the warranty in clause 8.1, Customer's remedy is, at Supplier's option, re-performance of the affected Services or a fair reduction/refund of the relevant Fees paid for those affected Services.
8.3 Deliverables are provided as professional compliance and risk-management guidance based on the information made available to Supplier. They are not legal advice, do not replace independent legal advice, and do not guarantee regulatory approval, absence of enforcement action, or compliance in all circumstances.
8.4 Except as expressly stated in these Terms, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

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9. Indemnities

9.1 Supplier shall defend Customer against third-party claims alleging that the Deliverables, as supplied by Supplier and used in accordance with these Terms, infringe that third party's intellectual property rights, and shall pay any damages finally awarded or agreed in settlement, except to the extent the claim arises from Customer materials, Customer instructions, modification, combination with other materials, or use outside the agreed scope.
9.2 Customer shall indemnify Supplier against third-party claims, losses, liabilities, costs and expenses arising from Customer-provided data, Customer instructions, unlawful processing by Customer, Customer's breach of Data Protection Laws, or unauthorised use, disclosure or distribution of Deliverables.
9.3 The indemnified Party must promptly notify the indemnifying Party of any claim, provide reasonable cooperation, and not settle the claim without the indemnifying Party's prior written consent, such consent not to be unreasonably withheld.

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10. Liability

10.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, wilful misconduct, payment of undisputed Fees, or any other liability that cannot lawfully be limited or excluded.
10.2 Subject to clause 10.1, neither Party is liable for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, or loss of business opportunity.
10.3 Subject to clause 10.1, each Party's aggregate liability arising out of or in connection with an Order is limited to the greater of **£50,000** or **125% of the Fees paid or payable under that Order**.
10.4 The Parties agree that the exclusions and limitations in this clause are reasonable having regard to the nature of the Services, the Fees, the Parties' respective responsibilities, and the availability of insurance.

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11. Non-Solicitation

Customer shall not knowingly solicit for employment or engagement any Supplier employee, consultant or subcontractor materially involved in the Services during the term of the relevant Order and for 12 months after completion. This does not prevent general recruitment advertising not specifically targeted at such individuals.

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12. Insurance

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

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13. Term, Suspension and Termination

13.1 Each Order continues until the Services are completed unless terminated earlier in accordance with these Terms or the Order.
13.2 Supplier may suspend Services for non-payment in accordance with clause 4.5.
13.3 Either Party may terminate an Order for material breach if the breach is not remedied within 14 days of written notice requiring remedy.
13.4 Either Party may terminate immediately if the other Party becomes insolvent, ceases or threatens to cease trading, or is unable to pay its debts as they fall due.
13.5 Termination or expiry does not affect accrued rights, payment obligations, confidentiality obligations, data protection obligations, IP rights, licence restrictions, liability provisions, or any clauses intended to survive.

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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.

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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.

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16. Compliance

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

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17. Force Majeure

Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, provided it promptly notifies the other Party and takes reasonable steps to reduce the impact. Either Party may terminate the affected Order if the Force Majeure event continues for more than 30 days.

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18. Subcontracting and Assignment

Supplier may subcontract performance of the Services but remains responsible for subcontracted work. Where subcontracting involves processing Customer personal data,

clause 7 and any applicable Data Processing Addendum apply.
Neither Party may assign or transfer an Order without the other Party's prior written consent, except to an Affiliate or successor in connection with a genuine reorganisation, merger, acquisition or sale of substantially all relevant assets, provided the assigning Party gives written notice and the assignee is capable of performing the obligations.

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19. Publicity

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

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20. Audit and Records

Customer shall maintain reasonable records demonstrating use of Deliverables in accordance with these Terms. Where Supplier reasonably suspects unauthorised external use or distribution, Customer shall provide a written attestation of compliance and reasonable supporting information, subject to confidentiality and data protection obligations.

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21. Notices

Notices must be in writing and sent to the postal or email address stated in the Order, or to any updated address notified in writing. Notices may be sent by hand, recorded post, courier or email. Formal notices sent by email should be followed by postal copy where reasonably practicable.

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

These Terms, the applicable Order and any expressly incorporated schedules form the entire agreement between the Parties for the relevant Services and supersede all prior discussions, proposals and representations, except for fraudulent misrepresentation. Any variation must be in writing and agreed by both Parties. If any provision is invalid or unenforceable, the remaining provisions continue in force and the Parties shall replace the affected provision with a lawful provision that most closely reflects the original commercial intent. Failure to enforce a right is not a waiver. No person other than the Parties has rights under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated. Orders may be executed in counterparts and by electronic signature where legally valid.

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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.