TERMS AND CONDITIONS

1. Definitions and Construction

1.1 This Agreement consists of the Customer Agreement, these terms and conditions ("Terms and Conditions"), together with all Schedules, Solution Descriptions, any change, their attachments, exhibits and appendices, all as may be amended or supplemented from time to time by way of a document signed by an authorised representative of each Party (collectively, the "Agreement").

1.2 Capitalised terms not defined in these Terms and Conditions will have the meaning attributed to them in Schedule A (Definitions) or in the part of the Agreement in which such terms are used.

1.3 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and, from the Effective Date, supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter. Each Party gives up any rights against the other Party regarding any warranty or representation except in respect of any warranty or representation expressly made in this Agreement. Neither Party shall be entitled to rescind other than for fraudulent misrepresentation.

1.4 If there is a conflict between or among the documents comprising this Agreement, these Terms and Conditions will prevail unless otherwise expressly provided for in the Customer Agreement or applicable Schedule, or Solution Description, or other subsequently-executed document. If there is any ambiguity or conflict in this Agreement regarding the method by which Moorepay is to provide specific services or functionality, Moorepay's standard method of provision shall apply.

1.5 Wherever the consent of one or more of the Parties is required under this Agreement, such consent shall not be unreasonably withheld or delayed.

1.6 The headings and sub-headings used in this Agreement are for reference and convenience only and shall not affect the interpretation of this Agreement.

1.7 Any list or examples following the word "including" shall be interpreted without limitation to the generality of the preceding words.

1.8 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2. Term

2.1 This Agreement will commence on the Effective Date and will continue until the termination or expiration of the last of the Services provided in this Agreement.

2.2 Subject to Clause 2.3, this Agreement shall continue in force for the duration of the Term. Unless a party provides the other party with written notice of non-renewal not later than 3 months and not earlier than 4 months prior to the expiration of the then-current Term, this Agreement will automatically renew for an additional term equal in length to the then Initial Term (each a "Renewal Term").

2.3 Parties acknowledge that some of the Services may be provided by third party suppliers subcontracted by Moorepay. If the corresponding subcontract for the provision of a Service between Moorepay and a third-party supplier terminates, Moorepay may (at its sole discretion and without liability):

a. Terminate the provision of such Service and adjust the Charges accordingly;

b. Where such Service has been offered as part of a bundle, terminate the provisions of such Service and taking into account the terminated Service, provide the Customer with the Services of the most appropriate bundle available at the applicable price; or

c. Engage a replacement third party supplier to provide similar services.

2.4 This clause 2.4 shall apply where the Customer subscribes for a Service under these Terms and Conditions which is ancillary in nature ("Ancillary Service") to an agreed core Service (the "Core Service"). With effect from the date of the Customer's subscription to the Ancillary Services:

a. these Terms and Conditions will apply to the Core Services to the exclusion of any previously agreed terms and conditions.

b. the Core Services set out in any previous agreement shall continue to be provided for the charges as set out in such previous agreement and in accordance with the Solution Description (as defined herein).

c. the Initial Term of any previously agreed Core Service shall be replaced with the period specified as Initial Term for the Ancillary Service.

3. Affiliates

3.1 Customer may use the Services for the benefit of any Affiliate. Customer shall give Moorepay prior notification in writing of the identity of each Affiliate from time to time.

3.2 For the purposes of this Agreement, Services provided to a Customer Affiliate will be deemed to be Services provided to Customer.

4. Affected Personnel

4.1 This Agreement is entered into on the basis that there are no employees of the Customer, or of any contractor to the Customer, whose contract of employment will transfer to Moorepay pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). In the event that any such transfer does occur, or is claimed to occur, then Moorepay shall be free at its sole discretion to dismiss such employee following transfer, and the Customer shall indemnify Moorepay against all loss, liability, cost and expenses arising from such dismissal, claim or otherwise including pursuant to TUPE.

5. Compliance with laws

5.1 In the course of providing the Services, Moorepay will comply with all Laws (and changes thereto) applicable to:

a. The operation of Moorepay's business, such as employment or engagement of Moorepay personnel, related withholding taxes, environmental and health and safety Laws relating to Moorepay's personnel; and

b. Moorepay's provision of the Services in its capacity as a provider of information technology and human resource outsourcing services (including those applicable to Moorepay as a Data Processor).

5.2 The services do not include any legal, accounting, regulatory or tax advice to Customer.

5.3 Customer will comply with all Laws applicable to it as the recipient of Services, and the Laws applicable to the conduct of its business, including all Laws relating to Customer's employment and compensation of Customer personnel, accounting, financial reporting, and those applicable to Customer as a Data Controller of Personal Data. Customer will inform Moorepay in writing as to the manner in which Moorepay shall perform the Services to comply with such Laws. Customer will be responsible for the consequences of any instructions Customer may give to Moorepay, provided that Moorepay has followed such instructions.

6. Services

6.1 Moorepay will provide the Services in accordance with the Agreement.

7. Warranties and Representations

7.1 Each party represents that (a) it has obtained all authorisation(s), consents and licenses necessary to fully perform its respective obligations under this Agreement, (b) it has the right to execute the Agreement and act in accordance with its terms, and (c) the execution and performance of the Agreement are within its respective corporate powers, have been duly authorised by all necessary corporate action; do not require any consent of or filing with any third party or governmental body or agency; and do not violate any Law, agreement, judgment, order, or the like or their respective charter or by-laws.

7.2 Moorepay warrants that it will perform Services with reasonable care and skill and according to its description contained in this Agreement. Customer agrees to provide timely written notice of any failure to comply with this warranty so that Moorepay can take corrective action. Moorepay does not warrant uninterrupted or error-free operation of any Service, or that Moorepay will correct all defects, or that any Service is designed to meet any customer specific requirements.

8. Warranty Disclaimer

8.1 The warranties in Clause 7 are Moorepay's exclusive warranties to Customer and replace all other warranties or conditions, express or implied, including, but not limited to, any implied warranties or conditions of, satisfactory quality, fitness for a particular purpose, merchantability and any warranty or condition of non-infringement, to the extent that such warranties and/or conditions can be excluded or limited by law.

9. Responsibility of Customer

9.1 In order to facilitate Moorepay's performance of the Services, Customer will, at its own cost and expense, perform those tasks and fulfil those responsibilities of Customer as set forth in this Agreement, including without limit all tasks identified as Customer responsibilities in the Solution Descriptions, and all functions retained by Customer that are relevant to the Services. Customer understands that Moorepay's performance of the Services may be dependent on Customer's timely and effective performance of its responsibilities under this Agreement.

9.2 Without limiting the foregoing, Customer will:

a. respond promptly to all reasonable requests by Moorepay for information or decisions relating to this Agreement, to the extent reasonably required by Moorepay for the purpose of performing its obligations under this Agreement;

b. ensure that all data, data files and other input provided to Moorepay by or on behalf of Customer for the Services are complete, accurate, timely, and provided in the required format(s);

c. provide appropriately qualified and experienced personnel for the purposes of discussing matters on which Customer and Moorepay are from time to time required to attempt to agree under the terms of this Agreement; and

d. inform Moorepay about any changes in applicable Laws concerning Customer's business that may affect the Services or the terms of this Agreement. Customer will co-operate with Moorepay to identify the impact of such changes.

9.3 Customer will be responsible for the performance by its Affiliate of all responsibilities and obligations of that Affiliate or of Customer under this Agreement. The Customer shall be the sole point of contact in relation to the Services and this Agreement.

9.4 Customer Failures

a. Moorepay will not be responsible for a failure or delay in meeting any of its contractual obligations under this Agreement to the extent that such failure is attributable to an act, error, omission or breach of this Agreement by Customer or its Affiliate, a Third Party or any Customer agent (a "Customer Failure").

b. Notwithstanding that Moorepay may be impeded in the provision of a Service or Services as a result of a Customer Failure, Moorepay will be entitled:

i) to continue to invoice (and Customer must pay) the Charges;

ii) to charge for additional resources used or level of effort expended, as a result of any Customer Failure at Moorepay's standard time and materials rates

9.5 Customer shall obtain and provide the consents, licenses, authorisations and approvals (collectively, "Consent") necessary to allow Moorepay, its Affiliates and Subcontractors to use Customer's owned, licensed and leased assets and premises (if required), to enable the provision and receipt of the Services and any regulatory approvals governing the transfer of Personal Data.

10. Governance

10.1 In the event of any dispute between Moorepay and the Customer in respect of any matter concerning this Agreement, the Parties shall continue to perform their obligations under this Agreement. Parties shall attempt to resolve any dispute through their authorised representatives.

10.2 If the Parties fail to resolve the dispute within a reasonable period, (which shall not be greater than sixty (60) days from the date the dispute arose) then the issue shall be determined pursuant to Clause 21.7. Alternatively, the Parties may by agreement elect to deal with any dispute by mediation. If such election is made, the arrangements, venue and choice of mediator shall be agreed by the Parties.

11. Records

11.1 Moorepay will retain its records and supporting documents for as long as Moorepay is required to do so by applicable Law.

12. Charges and Taxes

12.1 Charges

a. In consideration for the provision of the Services, the Customer shall pay Moorepay the Charges at the frequency set out in the Customer Agreement.

b. Customer agrees to pay the Charges by direct debit and the Customer shall complete a standard direct debit mandate in favour of Moorepay.

c. Any sum due hereunder shall be paid by the Customer to Moorepay not later than thirty (30) days from the date of a valid invoice. The Customer shall not withhold payment of any validly rendered invoice, unless the Customer has a bona fide dispute with any invoice or part thereof, and in such instance the Customer shall;

i) provide a detailed description of the dispute, the amounts being withheld and the reason for the withholding; and

ii) make payment without delay of the undisputed portion of such invoice.

d. Moorepay reserves the right to increase the Charges reasonably in order to compensate Moorepay for any extra costs incurred by it in carrying out the Services as a result of material inaccuracies or omissions in the information provided by the Customer to Moorepay and discovered within twelve (12) months of the Effective Date. Any Moorepay claim hereunder shall be submitted in writing to the Customer and in the event of any disagreement the matter shall be resolved by reference to the governance procedure set out in Clause 10.

e. Moorepay may increase the Charges:

i) not more frequently than once in a Moorepay financial year (which is the period from 1 May to 30 April), in line with the greater of the percentage increase in the Index and five (5) per cent;

ii) on not less than thirty (30) days' prior written notice, by any price increase levied upon Moorepay by providers of third party software or services; and

12.2 Taxes

a. Any charges listed in this Agreement do not include Value Added Tax which shall be payable by the Customer in addition to any consideration due under this Agreement at the applicable rate.

12.3 Suspension of Services

a. Notwithstanding anything to the contrary in this Agreement, and in addition to its other remedies, Moorepay may without liability to Customer suspend or discontinue all or part of the affected Services in the event that Customer fails to pay the Charges when due and such Charges remain unpaid at least thirty (30) days following the Notice of default given by Moorepay. If Moorepay has suspended the Services for a period of not less than thirty (30) days', it may then terminate this Agreement by written notice with immediate effect without liability.

12.4 Unless otherwise specified in this Customer Agreement, expenses in respect of travel, subsistence and overnight accommodation shall be charged at Moorepay's then prevailing rate, or at actual cost. Wherever reasonably possible expenses will be agreed in advance in writing with the Customer.

12.5 An agreed day for the provision of the Consultancy Service, Scoping or Training may only be cancelled or postponed by the Customer if Moorepay receives written notification before that day, if a cancellation or postponement is received:

i) less than 1 Working Days before the agreed day the Customer will be charged one hundred per cent (100%) of the Daily Rate for the days cancelled; or

ii) less than 2 Working Days before the agreed date, the Customer will be charged fifty per cent (50%) of the Daily Rate for the days cancelled.

iii) the Customer will be charged for the incurred disbursements and expenses at Moorepay's then prevailing rate or where appropriate at actual.

13. Intellectual Property

13.1 Unless expressly provided in this Agreement, each Party agrees that it neither has nor will obtain any rights in or to any of the other Party's Intellectual Property Rights.

13.2 All Intellectual Property Rights in the Services and the Moorepay Materials shall remain the sole and exclusive property of Moorepay and its licensors.

13.3 Subject to Clause 13.2 and 13.4, if Moorepay supplies any deliverables, items, or other materials ("Deliverables") to the Customer or its Affiliates, in the course of providing the Services, all Intellectual Property Rights shall vest in Moorepay, unless otherwise agreed in writing by the Parties prior to the date of supply. Where such Deliverables include Customer Data, the Customer (and its Affiliates where applicable), shall have a perpetual right to use the combined Deliverables and Customer Data only (for example populated payslips, the design of which belongs to Moorepay, the Customer Data of which belongs to the Customer).

13.4 All Intellectual Property Rights in the Customer Materials shall remain the sole and exclusive property of Customer and its licensors and Moorepay is granted a non-exclusive, non-transferable (other than to Moorepay's authorised subcontractors) licence to use the Customer Materials during the term of this Agreement only for (and to the extent necessary) the purposes of providing the Services.

13.5 Moorepay will inform Customer of (and Customer will comply with) any licence terms related to Customer's receipt of the Services.

13.6 Customer will not, and will not permit any of its personnel or third party to: (i) adapt, alter, modify, improve, translate or create derivative works of the Services, (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code to all or any portion of the Services; (iii) provide any third party access to the Services or use the Services on behalf of such third party unless otherwise approved in writing by Moorepay; or (iv) otherwise use the Services in any manner that exceeds the scope of use permitted under this Agreement or is inconsistent with applicable law. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Moorepay promptly of any such unauthorized use known to Customer.

14. Confidentiality

14.1 Confidential Information

a. Each Party shall take the same precautions as it takes with its own confidential information to ensure that all Confidential Information of the other Party is treated as confidential and not disclosed or used other than for the purposes of this Agreement, or as required by law.

b. The foregoing provisions shall not prevent the disclosure or use by either Party of any Confidential Information which was in the lawful possession of the receiving party prior to disclosure under this Agreement or which is or hereafter becomes, through no fault of that Party, public knowledge or lawfully acquired or independently developed without the obligation of confidentiality.

14.2 Publicity

a. Notwithstanding this Clause 14, Moorepay may include the Customer's name and logo in lists of customers of Moorepay for the relevant software and /or Service which are used by Moorepay generally. Moorepay shall express no opinions on behalf of the Customer and neither party may issue press releases or announcements regarding any matter connected with this Agreement until the other party has agreed in writing to the wording and intended distribution of such press release or announcement, however neither party shall unreasonably withhold or delay its agreement to any reasonable press release or announcement.

14.3 Data Protection

a. The provision of the Schedule B (Data Protection) attached hereto and which is an integral part of this Agreement shall apply.

14.4 Customer Data

a. Moorepay shall keep secure the backup files of any Customer Data and shall arrange for the deletion or destruction of such Customer Data within timescales commensurate with Moorepay's established backup processes and document retention policies and procedures.

b. Moorepay and the Customer shall each take reasonable precautions (having regard to the nature of their other respective obligations (if any) set out in this Agreement) to preserve the integrity of the Customer's Data and to prevent any corruption or loss of the Customer's Data.

c. In the event that the Customer's Data is corrupted or lost the Customer may request and Moorepay shall not unreasonably refuse to provide further assistance to the Customer to restore or procure the restoration of the Customer's Data using the back-up copy referred to in Clause 14.4a, which assistance shall constitute a separately chargeable additional service except if, and only to the extent, the corruption or loss was caused by Moorepay.

d. Where the Customer accesses Customer Data using facilities not under the control of Moorepay (e.g. via the internet), the Customer shall ensure the security of Customer Data outside Moorepay's system. Moorepay shall not be responsible for corruption or loss of Customer Data outside Moorepay's system or for data lost in transit where physical delivery has been agreed.

15. Termination

15.1 Termination for Cause

a. Without prejudice to any other right or remedy, either Party may terminate this Agreement immediately, upon written notice to the other Party, in the event that the other Party:

i) commits a material breach incapable of remedy or fails to remedy any other material breach thirty (30) days of receipt of written notice thereof; or

ii) approves a voluntary agreement, or an administration order is made, or a receiver or administrative receiver is appointed over any of its assets or an undertaking or a resolution or petition or order for winding up or bankruptcy is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

b. Termination of this Agreement, for any reason, will not affect any accrued rights or liabilities or payments due (including payment of all delivered Services up to the date of termination) or the coming into force or continuing in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after termination.

c. Without limitation, Clauses 10 (Governance), 13 (Intellectual Property), 14 (Confidentiality), 16 (Termination Assistance), 18 (Limitation of Liability), 19 (Indemnification), 20 (Affiliates Claims), 21.7 (Actions and Governing Law) and any other provision expressed to survive termination or expiry and those provisions necessary for interpretation or enforcement of this Agreement will survive the termination or expiration of this Agreement.
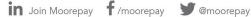
16. Termination Assistance

16. 1 Moorepay shall, following the date of termination:

a. either destroy or, at the Customer's cost, return to the Customer documentation and material containing Confidential Information of the Customer as soon as is reasonably practicable;

b. delete all Customer Data from Moorepay's system and keep secure the backup files of any Customer Data and arrange for the deletion or destruction of such backed up Customer Data within timescales commensurate with Moorepay's established backup processes.

17. Force Majeure and Disaster Recovery

17.1 Neither Party shall be liable to the other Party for delays or failures in performance (in whole or in part) of its obligations under this Agreement, to the extent that such delay or non-performance is due to any cause beyond its reasonable control.

18. Limitation of liability

18.1 Each Party shall be liable, where and to the extent caused by its breach, default or negligent act or omission whether such liability arises in contract, tort (including negligence) or otherwise for any other loss or damage, up to a maximum amount, in aggregate, equal to the Charges paid in the twelve (12) months prior to the first cause of action arising. If less than twelve (12) months have elapsed, the Charges which would have been payable in the first twelve (12) months of the Agreement shall apply.

18.2 In no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses or wasted management time, business interruption, lost business, lost profits, lost data or lost savings, even if it has been advised of their possible existence.

18.3 The foregoing limitations and exclusions of liability will not apply with respect to any of the following:

    a. Death or personal injury, fraud or fraudulent misrepresentation or for any other matter for which, as a matter of law liability cannot be limited or excluded;

    b. Claims that are the subject of indemnification pursuant to Clause 19 (Indemnification) or Clause 4.1 (Affected Personnel);

    c. Customers non-payment of Charges; or

    d. A Party's misappropriation or infringement of the other Party's Intellectual Property Rights.

18.4 Each Party must mitigate the damages or other losses (including under any indemnity) that would otherwise be recoverable from the other Party pursuant to this Agreement, including by taking actions to reduce or limit the amount of damages and/or other losses incurred (including under any indemnity).

19. Indemnification

19.1 The Customer (in respect of the Customer Materials) and Moorepay (in respect of Moorepay Materials and the Services) shall, as the situation demands, each (as the "Indemnifier") at its own expense defend and indemnify the other (the "Indemnified") from and against any claim and/or any award of damages or costs or any settlement negotiated by the Indemnifier, arising from or incurred by reason of the intellectual property of the Indemnifier which is used in the performance of this Agreement ("IP") infringing (or being alleged to infringe) any copyright or patent or any other intellectual property right subsisting in the European Union, of any third party, provided that:

    a. the Indemnified notifies the Indemnifier promptly in writing of any alleged infringement and unless otherwise instructed by the Indemnifier makes no admissions in respect thereof; and

    b. the Indemnifier is given information, assistance and has sole control of the defence and all related settlement negotiations. Reasonable out-of-pocket expenses incurred by the Indemnified in providing such assistance will be reimbursed by the Indemnifier.

19.2 The indemnity set out in Clause 19 above shall not apply where the infringement or alleged infringement arises from, or is incurred by, reason of:

    a. the Indemnified's use or receipt of a superseded or modified version of the IP, if the infringement would have been avoided by the use or receipt of a current release of the IP; or

    b. the Indemnified's use or receipt of the IP other than as authorised under this Agreement.

19.3 If an IP claim is made, the Indemnifier shall have the option, at its expense, to:

    a. modify the IP (without materially detracting from its functionality) so as to avoid the infringement; or

    b. obtain for the Indemnified a licence to continue to use or receive the IP.

19.4 This Clause 19 states each Indemnifier's entire liability and each Indemnified's sole remedy with regard to infringement of any intellectual property rights by the use, receipt or possession of the IP.

20. Affiliates Claims

20.1 Customer and its Affiliates may not bring separate actions (whether or not in separate jurisdictions) for identical claims against Moorepay and/or its Affiliates.

20.2 Customer will procure that its Affiliates will not bring any action, claim or demand against Moorepay directly (except through the Customer) and indemnify Moorepay in full for any such action, claim or demand brought by an Affiliate in contravention of this clause provided that the losses of the Customer's Affiliate shall be deemed to constitute losses of the Customer.

21. Miscellaneous

21.1 Notices

    a. All notices to be given under this Agreement shall be in writing and shall be delivered or sent by post to the relevant Party at its address as set out in the Customer Agreement or (in the case of notices sent to the Customer) at the address indicated by the Customer for the delivery of the invoices hereunder. Notices given as described will be considered received in the case of a notice which is delivered by hand, when it is deposited at the appropriate address and, in the case of a notice sent by post, 48 hours after the date on which a first class registered letter including such notice is posted.

21.2 Assignment and Sub-contracting

    a. The Customer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Moorepay, which shall not be unreasonably withheld or delayed. Moorepay shall be entitled to assign, absolutely or by way of security (and in whole or in part), the benefit of, in or to any of the Charges, together with Moorepay's rights, title and interest hereunder. Notwithstanding any such assignment, Moorepay will remain liable for all its obligations hereunder.

    b. Moorepay shall be entitled to sub-contract elements of the Services. Such sub-contract may be fulfilled by a subcontractor to Moorepay based outside the European Economic Area. For any such sub-contract, Moorepay shall have in place a Data Transfer Agreement, incorporating the European Union model clauses.

21.3 Waiver

    a. No failure to exercise or any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

21.4 Severability

    a. If any provision of this Agreement is held by a Court of competent jurisdictions to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

21.5 No Third-Party Beneficiaries

    a. A person who is not a Party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Agreement provided that a person who is the lawful successor to or permitted assignee of the rights of a Party is considered to be a Party to this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

21.6 Further Assurances

    a. Each Party will do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

21.7 Actions and Governing Law

    a. All matters arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and Wales and both Parties hereby submit to the jurisdiction of the English Courts.

    b. No action regardless of form arising out of this Agreement may be brought by either Party more than two (2) years after the Party concerned becomes aware or should reasonably have become aware of the facts constituting the cause of action. However, where applicable law prohibits this two (2) year time limit the minimum period of time permitted by such law shall apply. In no circumstances shall this Clause be construed as extending any statutory limitation period.

21.8 Counterparts

    a. This Agreement may be executed in counterparts. Each such counterpart will be an original and together will constitute one and the same document. A photographic or facsimile copy of the signature evidencing a Party's execution of this Agreement will be effective as an original signature and may be used in lieu of the original for any purpose.

"Affiliate"	Means, with respect to a Party, any other entity or person Controlling, Controlled by, or under common Control with, such Party;
("Ancillary Service")	Has the meaning given to it in clause 2.4
"Charges"	Means the charges due and payable to Moorepay for performance of the Services in accordance with this Agreement, as set forth in the Customer Agreement;
"Confidential Information"	Means any non-public, commercially proprietary or sensitive information (other than Personal Data) or materials belonging to, concerning or in the possession or control of (i) a Party or its Affiliates, or (ii) a Third Party in respect of which that Party is obliged to keep the information confidential; that the disclosing party discloses to or otherwise makes available to the other Party (or entities or persons acting on the other Party's behalf) in connection with this Agreement (including information received during negotiations, site visits and meetings) regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form;
"Control"	Means that an entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of a body corporate (whether through the ownership of voting shares, by contract or otherwise) and "Controlling" and "Controlled" shall be interpreted accordingly;
"Core Service"	Has the meaning given to it in clause 2.4
"Customer Agreement"	Means a document entitled as such and which sets out amongst other things the Charges and the relevant Services to be provided pursuant to the Agreement;
"Customer Data"	Means the data, which the Customer, or Moorepay on behalf of the Customer, shall input using Moorepay's system and software;
"Customer Materials"	Means all information systems and technology, software, tools, methods, forms, processes, procedures, workflows, data, data formats, data compilations, program names, designs, documentation, manuals and other material owned, licensed to, or developed by Customer (or its Affiliate) that is made available to Moorepay for use in rendering the Services;
"Data Controller"	Has the meaning given to it in Schedule B – (Data Protection);
"Data Processor"	Has the meaning given to it in Schedule B – (Data Protection);
"Deliverable(s)"	Means materials created by or on behalf of Moorepay in the course of providing the Services (and any modifications, enhancements or improvements made to such materials during the term of this Agreement) and which are delivered to the Customer;
"Effective Date"	Means the date of signature of the latest of the Parties to sign the Customer Agreement;
"Good Industry Practice"	Means, at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced provider of services similar to the Services seeking in good faith to comply with contractual obligations and complying with applicable Law;
"Index"	Means the latest available, as at the date of use, Retail Price Index (RPI) measure, published by the Office for National Statistics.
"Initial Term"	Means the period specified as such in the Customer Agreement as amended in accordance with Clause 2.4.
"Intellectual Property Right(s)"	Means all patents, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, in all cases whether or not registered or able to be registered in any country in the world for the full term of such rights including any extension or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;
"Law"	Means all applicable statutes, regulations, ordinances, rules, orders, decrees and governmental requirements enacted, promulgated or imposed by any governmental authority at any level (e.g., municipal, county, province, state or national);
"Moorepay Materials"	Means all information systems and technology, software, tools, methods, forms, processes, procedures, workflows, data, data formats, data compilations, program names, designs, documentation, manuals and other material owned, licensed to, or developed by Moorepay (or its Affiliates) that is made available to Customer in connection with provision of the Services excluding the Developed Deliverables;
"Notice"	Means a notice provided by a Party in accordance with Clause 21.1 of the Terms and Conditions;
"Parties" or "Party"	Means Customer and/or Moorepay;
"Personal Data"	Has the meaning given to it in Schedule B – (Data Protection);
"Renewal Term"	Has the meaning given to it in Clause 2.2;
"Services"	Means the services as described in the Solution Descriptions referred to in the Customer Agreement;
"Solution Description"	Means the document made available to the Customer and updated from time to time providing details of the Services;
"Subcontractor"	Means a third party contracted to Moorepay (or to another sub-contractor to Moorepay) which provides goods and/or services to Moorepay (or such sub-contractor) for the purposes of providing services to its customers;
"Term"	Means the Initial Term and where extended in accordance with Clause 2.2 any applicable Renewal Term(s);
"Third Party"	Means any entity other than Customer, Customer Affiliates, Moorepay or Moorepay's Affiliates or Subcontractors.

SCHEDULE B – DATA PROTECTION

1. Introduction

1.1 This Schedule sets out the provisions that will apply as between the parties to the extent that Moorepay acts as a Data Processor of Personal Data on behalf of the Customer pursuant to this Agreement.

2. Definitions

2.1 In this Schedule, unless the context otherwise requires, capitalized terms have the meaning set out in the Agreement. In addition, the terms below shall have the following meanings:

    a. "Approved Subprocessor" means those subprocessors appointed by Moorepay to process Personal Data as part of the Services as listed at https://www.moorepay.co.uk/subprocessors at which shall be deemed to include those referred to at clause 4.1 below;

    b. "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall each have the meanings respectively given to them under the DP Laws;

    c. "DP Laws" means, to the extent, applicable the data protection or privacy laws of the relevant country in which the Services are being performed which shall (where applicable) include the GDPR;

    d. "GDPR" means the European Union General Data Protection Regulation 2016/679.

3. Interpretation

3.1 Notwithstanding anything else stated in the Agreement, in the event of any conflict between the terms of this Schedule and any other terms of this Agreement, the terms of this Schedule B (Data Protection) shall take priority.

3.2 For the purposes of the DP Laws, Moorepay shall at all times be a Data Processor and the Customer shall be a Data Controller in relation to Personal Data.

4. Sub-Processing

4.1 Moorepay may, in the ordinary course of business, engage individual independent consultants to supplement its employee workforce. Such arrangements constitute Approved Subprocessors.

4.2 Moorepay may continue to use any subprocessors already engaged by Moorepay in processing Personal Data as part of the Services prior to the effective date of this Schedule.

4.3 Without prejudice to any other provisions of this Agreement, Moorepay may use the Approved Subprocessors to process Personal Data as part of the Services.

4.4 Any of the above subprocessing of Personal Data may be fulfilled by an Approved Subprocessor to Moorepay based outside the European Economic Area. For any such subprocessing, Moorepay shall have in place a Data Transfer Agreement, incorporating the EU model clauses.

4.5 Moorepay shall publish the details of any new or alternative subprocessor at https://www.moorepay.co.uk/subprocessors which shall be deemed to be notice to the Customer. If, within, 30 working days of the date of such notice:

    a. Customer notifies Moorepay in writing of any objections (acting reasonably) to such appointment then Customer shall be entitled to nominate an alternative subprocessor. Any additional charges and amendments to the Services as a result of Moorepay using such alternative subprocessor shall be agreed by way of Change Control;

    b. Customer has not notified Moorepay in writing of any objections (acting reasonably) then Customer shall be deemed to have approved the use of such alternative subprocessor.

4.6 Where Moorepay engages a subprocessor to process Personal Data, Moorepay will:

    a. have in place a contract with such subprocessor that offers substantially the same level of protection for Personal Data as those set out in this Schedule; and

    b. remain fully liable to Customer for the performance of any such subprocessor in accordance with this Agreement.

5. Processing Particulars

5.1 The subject matter, nature and purpose of the Personal Data processing, types of Personal Data and categories of Personal Data relating to provision of the Services are set out in https://www.moorepay.co.uk/processing-particulars.

5.2 The duration of the Personal Data processing shall be the term of this Agreement.

6. Instruction to Process

6.1 Moorepay will process Personal Data for and on behalf of the Customer for the purpose of performing the Services and in accordance with this Agreement and only use such Personal Data in accordance with the instructions of the Customer (which may be specific or of a general nature).

6.2 Notwithstanding any other provision in this Agreement, where the Services include Analytics Services, Moorepay may process Personal Data and Customer Data to create, compile and anonymise aggregated data sets and/or statistics in order to produce generic reports and make such reports available to its customers in order to assist them in their benchmarking exercise, provided always that such aggregated datasets and statistics will not enable the Customer or any living individual to be identified.

7. Access & Confidentiality

7.1 Moorepay will limit access to Customer's data to the Moorepay personnel who require access for the performance of the Services under conditions of confidentiality.

8. Technical and Organisational Measures

8.1 Moorepay will implement and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data which are set out in the Schedules including the security measures in Annex A (Security Annex).

8.2 Moorepay will procure that each subprocessor will, taking into account the state of the art, costs and nature of the processing, implement and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data.
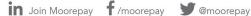
9. Data Subject Rights

9.1 Taking into account the nature of the processing, Moorepay will provide Customer with reasonable assistance to enable Customer to fulfil its obligations to respond to requests for exercising data subject rights in Chapter III of GDPR by, as far as is possible, taking the appropriate technical and organisational measures set out above and in the Schedules.

9.2 Moorepay will promptly notify Customer if Moorepay receives a request from a Data Subject under any DP Laws in respect of Personal Data and will not (except as required by law) respond to such request except on the documented instructions of Customer.

10. Personal Data Breach

10.1 Upon becoming aware of a Personal Data breach involving Customer Data that is in the control of Moorepay or its Subcontractors, Moorepay will notify Customer of such breach without undue delay in accordance with the Schedules.

11. Data Protection Impact Assessment

11.1 Moorepay will provide reasonable assistance to Customer in respect of any data protection impact assessments required under Articles 35 or 36 of GDPR (or equivalent DP Laws).

12. Audit Rights

12.1 The Customer shall have the right upon reasonable prior notice (being not less than thirty (30) days) and at agreed times and intervals (but no more frequently than once in each twelve (12) month period) to inspect at its own expense (including costs reasonably incurred by Moorepay to provide such audit assistance) the Moorepay premises and documentation. Such audit may include environmental controls, physical and logical security and access, file retention and security back up, problem and change management. The Customer's internal audit department or its external auditors or any combination thereof (the "Auditors") may conduct or assist in any such audit. The Customer shall procure that those Auditors under the Customer's control comply with the security arrangements of Moorepay in respect of the premises and systems and sign any reasonable confidentiality undertaking required by Moorepay and shall indemnify Moorepay in respect of any breach thereof. Moorepay shall provide such assistance as the Customer may reasonably require in respect of such audit.

12.2 Notwithstanding any other provision of this Agreement, neither the Customer nor the Auditors shall without Moorepay's prior written consent, have rights to conduct or have conducted any penetration testing; or any load or destruction testing; or any testing which may have the same effects as a "denial of service" attack or ethical hacking. The Auditors and the Customer shall not be entitled to access Moorepay's internal communications or financial records or to have access to any element which might put at risk the disclosure of confidential information of other Moorepay customers.

ANNEX A (SECURITY ANNEX)

1 Introduction

1.1 This Annex A sets out Moorepay's commitment in relation to security controls and access policies, procedures, processes, and requirements in order to maintain the security, privacy and confidentiality of all Customer Data. This schedule applies to locations and associated systems used to provide Services.

1.2 Moorepay operates in an environment with significant security standards and compliance requirements. In order to protect Customer Data against accidental or unauthorised disclosure, manipulation, damage or loss, Moorepay implements security controls across its business and in its data centres to ensure the confidentiality, integrity and availability of data.

1.3 Latest copies of relevant Moorepay security policies will be made available to Customer upon reasonable request.

1.4 Policies or references to policies detailed within this Annex A may be updated and/or amended from time to time at Moorepay's discretion.

2 Security Framework

2.1 Moorepay has in place structured Security and Compliance Teams. The areas covered by the Security & Compliance teams are: Compliance and Standards; Data Privacy and Protection; Legal and Regulatory compliance matters; Business Continuity and Disaster Recovery; Security Management; Physical Security; and Vendor Security and Compliance Management.

2.2 Moorepay has an Information Security Management System (ISMS) which is aligned with the international standards and code of practice ISO 27002. Security controls are based on industry best practice and aligned with ISO 27001 and SSAE18. Moorepay has achieved certification to the ISO 27001:2013 standard.

3 Incident Management

3.1 In the event that Moorepay becomes aware of any actual or attempted security incident involving Personal Data, Moorepay will, in accordance with its security management policy/procedure;

    i) notify the Customer of such incident as soon as reasonably possible;

    ii) take all reasonable steps necessary to remediate such breach and protect the integrity of Personal Data against any potential threat; and

    iii) investigate such incident and provide the Customer with regular updates during the investigation and remediation.

4 Data Privacy & Protection

4.1 Moorepay will maintain standards for data protection, across all parts of the Services, to safeguard Personal Data in accordance with the terms of the applicable statute, regulation or industry code.

4.2 Moorepay will store Customer Data appropriate to the region for which it is hosted and aligned with local legislature for the purposes of providing the Services unless otherwise agreed by the Customer in writing.

4.3 Requirements for the handling and secure disposal of Customer Data are detailed in the Information Disposal Management Standard outlined in the Moorepay Security Policy Handbook.

4.4 An Information Classification Policy and Standard is used where Customer Data is handled, processed and stored. This is detailed in the section S0814 – Information Handling Standard in the Moorepay Security Policy Handbook and supports the Information Classification Policy which mandates the requirements for protection of information.

4.5 Customer Data collected, processed and stored by Moorepay will be restricted only to that which is required to reasonably fulfil the Services.

5 Vendor Security Management

5.1 Where Moorepay utilizes a Third-Party Payroll Vendor ("TPV") to process Personal Data, Moorepay will ensure such third parties have in place comparable levels of security, aligned with Moorepay's own TPV Security & Compliance Standard.

5.2 Moorepay conducts rotational security assurance reviews and/or audits of strategic TPV's involved in the provision of the Services, in line with the Moorepay TPV Compliance Standards and Assurance and against the Moorepay SOC1 control framework.

6 Personnel

6.1 Moorepay will ensure that pre-employment screening is carried out, as deemed appropriate and where permissible, on all employees that have access to Systems and Customer Data used in the provision of the Services.

6.2 The Personnel Security Policy – P0816 applies to all personnel employed on Moorepay premises or working for Moorepay on Customer sites or with partners including permanent staff, temporary workers and contract staff. The policy and associated processes are reviewed periodically as part of the Moorepay processes.

6.3 Background verification checks on all candidates for employment, contractors and third-party users are carried out in accordance with relevant laws, regulations and ethics and are proportional to the business requirements, the classification of information to be accessed and the perceived risk.

6.4 All Moorepay personnel will carry out mandatory Security Awareness training and Security and Compliance Training annually covering but not limited to:

    i) Security;
    ii) Data Privacy;
    iii) Anti-Corruption, Anti-Money Laundering and Anti-Bribery;
    iv) Equality, Diversity & Dignity; and
    v) Business Continuity.

6.5 All Moorepay personnel with access to Customer Personal Data in relation to the Services are contractually bound to keep such information confidential. In addition, all personnel are obliged to comply with the Moorepay Acceptable Use Policy.

7 Physical Security,

7.1 Where physical locations hold and process Customer Data in relation to the Services, Moorepay will ensure that:

    a. location access control procedures are aligned with guidelines detailed in the Physical Access Management Policy within the Moorepay Security Policy Handbook;

    b. data centres and other locations which house computers and communications systems used in the provision of the Services have:

        i) suitable physical security measures designed to prevent unauthorised persons from gaining access;

        ii) suitable environmental controls, in accordance with good industry practice and have the ability to continue in operation despite disruption to the main power supply; and

    c. magnetic tape, disk, and documentation holding Customer Data that is no longer required or replaced are physically destroyed in accordance Information Disposal Management Standard detailed in the Moorepay Security Policy Handbook.

8 Business Continuity and Disaster Recovery

8.1 Business continuity and disaster recovery plans are in place and tested at least annually.

8.2 Backups of Moorepay Systems and software used in the delivery of Services are replicated to the Disaster Recovery facility so that recovery can take place where there is a disaster.

8.3 Data is replicated to the disaster recovery facility using SAN based replication technology, providing a scheduled point in time backup of the data to ensure data integrity.

8.4 BC/DR process and documents are in accordance with Moorepay standards (ISO 22301).

9 Cryptography

9.1 Controls are implemented to safeguard the integrity and confidentiality of Customer Data in transit over public networks, and to protect the connected systems providing and/or receiving transient data (Cryptography Policy).

9.2 Connections to the service network will be agreed and configured to allow only authorised traffic to flow through them as deemed appropriate for the service being delivered.

9.3 Where cryptography is used, only algorithms and ciphers appropriate to the delivery of the Services will be used.

9.4 Connections to the service network are terminated and removed when no longer required for the provision of the Services.

10 Platform Security

10.1 Moorepay will implement technologies and procedures to minimise the risk of unauthorised access to Customer Data.

10.2 Moorepay will use all reasonable endeavours to ensure that Moorepay systems used in the delivery of Services have resilience that ensures system availability in the event of component failure, (N+1 redundancy) in order to continue operation in the event of component failure.

10.3 Development and test platforms will be segregated from the operational platforms used in providing the Services.

10.4 Development tools such as compilers, assemblers, editors and other general purpose utilities within the production environment will not be permitted unless expressly required for the delivery of the Services, in which case access is restricted.

10.5 Software and hardware used in the delivery of the Services will be updated in line with good industry practice, vendor support and security guidelines.

11 Logical Access Controls

11.1 Access to Moorepay systems used in the provision of the Services will be granted and revoked in accordance with Logical Access Management Policy, as defined in the Moorepay Security Policy Handbook.

11.2 Passwords allocated will conform to industry standards and align with Password Management Standard in the Moorepay Policy Handbook.

11.3 Authentication and login to Moorepay systems used in the provision of the Services will follow good industry practice.

11.4 System privileges in relation to user IDs will be reviewed regularly in line with controls defined for Moorepay compliance standards and certifications.

11.5 Recording of access and security incidents will be enforced based on good practices and applicable legal requirements.

11.6 Privileged user access, such as system administrators, will be strictly controlled.

12 Information Management

12.1 Electronic Customer information will be segregated from all other information, stored and processed on behalf of Moorepay's other customers.

12.2 Customer Information will never be used to carry out software/application development and testing unless Customer consent is obtained.

12.3 Moorepay will not process or otherwise make use of Personal Data other than in accordance with this Agreement.

12.4 Information instances used for Customer's own testing or training purposes and provided as part of the Services will be segregated from those used for production processing.

12.5 Regular backup of Personal Data used in the provision of Services will be performed.

12.6 When required, Personal Data and archive shall be deleted or destroyed in a timely manner save where Moorepay can demonstrate that it is unable to do so due to a legal obligation or where required by any regulator acting within the scope of its authority, or a contract is in place with the Customer stating otherwise.

13 Risk Management

13.1 Moorepay will maintain an information security risk management system aligned to ISO31000.

13.2 Moorepay undertakes a cycle of risk assessments of critical assets. The frequency of assessments will be dependent on the number of residual risks identified at each site. Risk analysis is documented using standardised risk assessment templates. Risk management activities are established when risks are defined and agreed with the asset owners.

14 Vulnerability and Patch Management

14.1 Controls are in place to prevent and detect the introduction of malicious software and viruses into systems (Virus and Malware Management Policy).

14.2 Security intelligence from trusted sources for the collection of information that pertains to the patching of software and hardware used in the provision of the Services. Any remediation is implemented through standard Change Control procedure.

14.3 Moorepay will use an independent third-party company with industry recognised security accreditations to conduct;

    i) vulnerability assessments;

    ii) infrastructure penetration tests; and

    iii) applications penetration tests during SDLC

14.4 If requested by Customer, Moorepay will provide a summary report showing material security failures or weaknesses.

14.5 Moorepay will undertake its own vulnerability testing at regular intervals.

14.6 Moorepay will not allow Customer or their appointed auditors, agents, subcontractors or employees the right to conduct or have conducted any penetration testing; or any load or destruction testing; or any testing which may have the same effects as a "denial of service" attack or ethical hacking. Moorepay operates a shared service environment and has a duty to protect the confidentiality, integrity and availability of all customers using this service.

15 Mobile Device Management.

15.1 Moorepay's Mobile Device policy establishes the minimum security requirements for mobile device management when an employee's role permits the use of a mobile device. This Policy will apply to both company issued mobile devices and mobile devices personally owned by an Moorepay employee.

16 Intrusion Detection & Prevention

16.1 Moorepay will monitor events generated from the network devices for any anomalies; events are logged in the Security Information and Event Management Solution (SIEM), which is managed by the security team. In accordance with the Moorepay Network Security Standard, the following security controls are deployed to firewalls:

    i) Unused ports will be blocked by default.

    ii) Unused protocols will be blocked by default. Explicit permits, implicit denies ('Deny All' will be the default posture on all access lists – inbound and outbound)

17 Data Leakage Prevention

17.1 Whitelisting will be in place to ensure that access is only granted to internet sites and services considered "safe" or where there a legitimate business need is demonstrated. In these instances, access will be granted on an individual basis.

18 EndPoint Protection

18.1 All customer data will reside within secure data centre environments. Data transported using portable media including laptop PCs, USB sticks; removable hard-disks and CD/DVD are limited to the absolutely minimum. The following security controls will be implemented if information is transported using any removable media:

    i) Laptops will have whole disk encryption

    ii) Removable hard-disks will have whole disk encryption

    iii) USB sticks will be encrypted

    iv) Data will be encrypted before writing it onto a CD/DVD

    v) A strong pass phrase will be used to encrypt the data