

### 1. DATA AND PRIVACY POLICY

#### 1.1. Additional Definitions:

- 1.1.1. "Agreed Purposes" means the performance by each party of its obligations under this agreement, and the promotion of the Goods and/or Services to Members and Ten's clients.
- 1.1.2. "Data Protection Legislation": all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation, (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK) (ii) the General Data Protection Regulation ((EU) 2016/679) and (iii) any other directly applicable European Union regulation relating to privacy;
- 1.1.3. "Permitted Recipients" means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
- 1.1.4. "Shared Personal Data" means the personal data to be shared between the parties.

1.2. This Data and Privacy Policy subject, personal data, processing, appropriate technical and organisational measures have the meanings as defined in the Data Protection Legislation. Each party acknowledges that one party (the "Data Discloser") will regularly disclose to the other party (the "Data Recipient") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.3. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

#### 1.4. Each party shall:

- 1.4.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 1.4.2. give full information to any data subject whose personal data may be processed under this agreement, including Members, of the nature such processing. This includes giving notice that personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 1.4.3. process the Shared Personal Data only for the Agreed Purposes;
- 1.4.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 1.4.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Data and Privacy Policy;
- 1.4.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 1.4.7. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
  - 1.4.7.1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - 1.4.7.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

1.5. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, the Supplier shall:

- 1.5.1. provide any notices given to data subjects, including the Members, in relation to their personal data;
- 1.5.2. promptly inform the Company about the receipt of any data subject access request;
- 1.5.3. provide the Company with reasonable assistance in complying with any data subject access request;
- 1.5.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the Company;

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- 1.5.5. assist the Company, at its own cost, in responding to any request from a relevant data subject and in ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 1.5.6. notify the Company without undue delay and in any case within 24 hours on becoming aware of any breach of the Data Protection Legislation;
- 1.5.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- 1.5.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 1.5.9. maintain complete and accurate records and information to demonstrate its compliance with this Data and Privacy Policy and allow for audits by the other party or the other party's designated auditor; and
- 1.5.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

- 1.6. The Supplier shall indemnify Ten (and Ten's clients as if they were a party to this agreement) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## 2. DISPUTE RESOLUTION PROCEDURE

- 2.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute"), then the parties shall follow the procedure set out in this clause:
  - 2.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Head of Legal & Compliance of Ten and the Commercial Director of the Supplier shall attempt in good faith to resolve the Dispute;
  - 2.1.2. if the Head of Legal & Compliance of Ten and the Commercial Director of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Operating Officer of Ten and the Chief Executive Officer of the Supplier who shall attempt in good faith to resolve it; and
  - 2.1.3. if the Chief Operating Officer of Ten and the Chief Executive Officer of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 14.10 of this agreement.

## 3. MODERN SLAVERY AND HUMAN TRAFFICKING

- 3.1. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. The parties shall have a zero-tolerance approach to modern slavery and shall be committed to acting ethically and with integrity in their business dealings and relationships and shall implement and enforce effective systems and controls to ensure modern slavery is not taking place anywhere their business or in any of their supply chains.
- 3.2. The parties shall be committed to ensuring there is transparency in their own business and in their approach to tackling modern slavery throughout their supply chains, consistent with their disclosure obligations under the Modern Slavery Act 2015. The parties shall expect the same high standards from all of their contractors, suppliers and other business partners, and as part of their contracting processes, include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and expect their suppliers will hold their own suppliers to the same high standards.
- 3.3. The parties shall require all persons working for them or on their behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

## 4. ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

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- 4.1. The Supplier shall:
- 4.1.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
  - 4.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 4.1.3. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 4.1.2, and will enforce them where appropriate;
  - 4.1.4. promptly report to Ten any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;
  - 4.1.5. immediately notify Ten (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement);
  - 4.1.6. within 3 months of the date of this Agreement, and annually thereafter, certify to Ten in writing signed by an officer of the Supplier, compliance with this clause 4 by the Supplier and all persons associated with it under clause 4.2. The Supplier shall provide such supporting evidence of compliance as Ten may reasonably request.
- 4.2. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 4 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Ten for any breach by such persons of any of the Relevant Terms.
- 4.3. Breach of this clause 4 shall be deemed a material breach of this Agreement.
- 4.4. For the purpose of this clause 4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 4 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.