

PARAGON'S GENERAL TERMS AND CONDITIONS OF SALE

1. PROVISION OF SERVICES

- 1.1 In consideration of the payment of the applicable charges the Paragon entity named on the relevant statement of work (which shall be subject to these Terms and Conditions of Sale (this "Agreement") agrees to provide certain design, print, mail, fulfilment, archival, and/or data processing services (the "Services") to the Company named on this form or otherwise in receipt of the Services (the "Customer") upon these terms and conditions and any applicable third party terms and conditions such as but not limited to Royal Mail's data cleansing terms and conditions which are incorporated herein and available upon request. The Services shall be performed during Paragon's normal business hours (09.00 to 17.30, Monday to Friday excluding public holidays) unless agreed otherwise in writing in advance with the Customer.
- 1.2 Paragon shall fulfil its obligations in relation to the performance of the Services using reasonable care and skill and in accordance with good industry practice.
- 1.3 The Customer shall provide Paragon with access to, and use of, all applicable information, data, documentation, facilities, working space, personnel and office services necessary to enable Paragon to perform its obligations hereunder.
- 1.4 The parties shall comply in a timely manner with their respective obligations contained herein. The Customer acknowledges that Paragon's ability to fulfil its obligations in relation to the performance of the Services is dependent upon the Customer's timely co-operation with Paragon as well as the accuracy, format and completeness of any information and data that the Customer provides to Paragon.
- 1.5 The Customer shall be solely responsible for maintaining its own procedures for reconstruction of lost or altered files, data, and programs to the extent deemed necessary by the Customer and for actually reconstructing any and all such materials.
- 1.6 The Customer shall be solely responsible for the management of any timetable for the delivery of the Services, and for the implementation of any deliverables.
- 1.7 Paragon may subcontract any of its obligations under this Agreement to third parties but shall remain responsible for such obligations save that Paragon shall not be liable for the performance, acts, or omissions of any postal provider or courier.
- 1.8 Paragon may from time to time engage the services of third parties who receive commission payments in consideration for introducing Paragon to prospective customers that purchase services from Paragon. Such payments may be a flat fee or may be based on the volume or value of the services purchased by the customers introduced to Paragon.
- 1.9 A quotation for the Services given by Paragon shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 1.10 A purchase order from the Customer constitutes an offer by the Customer to purchase the Services upon these terms and in accordance with this Agreement. The Customer shall ensure that the specifications and delivery instructions are complete and accurate. A purchase order shall only be deemed to be accepted when Paragon issues a written acceptance.
- 1.11 The Customer undertakes to perform its obligations under this Agreement within the normally accepted codes of conduct for the advertising industry, including in particular the British Code of Advertising, Sales Promotion and Direct Marketing.

2. DURATION

- 2.1 This Agreement shall commence on the date Paragon accepts the Customer's purchase order and shall continue in full force and effect until completion of the Services, (or for such longer period as may be agreed by the parties), unless and until earlier termination in accordance with the terms of this Agreement.

3. CHARGES AND PAYMENT

- 3.1 The Customer will pay the charges, expenses (based on Paragon's expenses policy) and any licence or other fees due in accordance with this Clause 3 together with any agreed additional charges. All charges are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added tax ("VAT"), sales and use, or withholding taxes ("Taxes"). The Customer is responsible for paying all Taxes associated with the Customer's purchases under this Agreement. If Paragon has the legal obligation to pay or collect Taxes for which the Customer is responsible, the appropriate amount will be invoiced to and paid by the Customer unless the Customer provides Paragon with a valid tax exemption certificate authorised by the appropriate taxing authority. Paragon shall be entitled to recover VAT applicable to the charges from the Customer where there has been a change in law or regulator practice or a ruling of the relevant authority (including HMRC) which requires Paragon to invoice for VAT. For clarity, Paragon is solely responsible for taxes assessable against Paragon based on Paragon's income, property and employees.
- 3.2 The Customer shall pay all non-postal charges in full within thirty (30) days from the date of invoice and shall pay all postal charges within seven (7) days from the date of invoice. Non-postal charges shall be invoiced monthly in arrears. Postal charges shall be estimated and invoiced in advance and adjusted at the next billing cycle. Any reversion charges levied by Royal Mail shall be payable by the Customer.
- 3.3 If at any time the costs charged to Paragon for materials or services provided by third party suppliers (e.g. postal costs, paper costs etc) are increased or if a discount is decreased, Paragon shall be entitled to increase the charges to the Customer to reflect the same. Paragon shall provide as much notice as is reasonably possible of the increase of such costs.
- 3.4 Without prejudice to any other rights or remedies available to Paragon, Paragon shall be entitled to levy interest on any amount overdue (both before and after judgment) and to recover all costs and expenses incurred by Paragon in collecting the amount unpaid.

4. CONFIDENTIAL INFORMATION AND DATA PROTECTION

- 4.1 Each party shall protect against any unauthorised disclosure of the information and data of the other party (or its agents or subcontractors) which is indicated to be confidential or proprietary or which by its very nature is confidential or proprietary ("Confidential Information") by using the same degree of care as it takes to preserve and protect its own confidential information but in no event shall this be less than a reasonable degree of care.
- 4.2 The receiving party agrees that disclosure and receipt of the Confidential Information shall oblige the receiving party not to use (and to procure that its employees, agents, representatives and any other third parties do not use) the Confidential Information except to perform its obligations hereunder.
- 4.3 A receiving party shall not be required to treat as confidential any information which is already in its possession without an obligation of confidentiality; which becomes publicly available other than as a result of any breach of this Agreement by the receiving party; which is independently developed by it; or, which is lawfully obtained from any third party without restriction on disclosure. Nothing in this Clause 4 shall prevent a party from disclosing Confidential Information where ordered to do so by a court or a statutory or regulatory body with power to order such disclosure. Nothing in this Clause 4 shall prevent Paragon from disclosing to third parties information about the Services purchased by the Customer for the purpose of calculating commission payments to such third parties as set out in Clause 1.8 above.

4.4 For the purposes of this clause:

Data Protection Legislation: means EU Data Protection Directive 95/46/EC as implemented in the appropriate local territories of the European Union until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") on and from 25 May 2018 (as amended and superseded from time to time), and/or all applicable laws (including the Data Protection Act 1998), rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where the Services are delivered in relation to data privacy;

Safe Countries: means the countries that comprise the European Economic Area, and in the event that the United Kingdom or any part of it falls outside the European Economic Area, those countries and the United Kingdom or that part of it;

Member State: means a member state of the EU;

Supervisory Authority: means: (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Legislation; and "Process/Processing", "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Special Categories of Personal Data" shall have the same meanings as given to those terms in the Data Protection Legislation.

4.5 Each party confirms that it holds, and during the term of this Agreement will maintain, all registrations and notifications required in terms of the Data Protection Legislation which are appropriate to its performance of its obligations under this Agreement.

4.6 Each party confirms that, in the performance of this Agreement, it will comply with the Data Protection Legislation and Paragon confirms that it shall only Process Personal Data on behalf of the Customer (the "Customer Personal Data") to the extent it relates to (i) the types of Personal Data; (ii) the categories of Data Subject; (iii) the nature and purpose set out in the Appendix to this Agreement and only for the duration specified therein.

4.7 In so far as Paragon processes any Personal Data on behalf of the Customer, Paragon shall:

- (a) not Process, transfer, modify, amend or alter the Customer Personal Data or disclose or permit the disclosure of the Customer Personal Data to any third party other than in accordance with the Customer's documented instructions unless Processing is required by EU or Member State law to which Paragon is subject;
- (b) not publish, disclose or divulge any of the Customer Personal Data to any third party, unless directed to do so in writing by the Customer;
- (c) not authorise any sub-contractor to process the Customer Personal Data ("sub-processor") other than with the prior written consent of the Customer, provided that Paragon shall remain fully liable to the Customer for any failure by a sub-processor to fulfil its obligations in relation to the Processing of Customer Personal Data.

4.8 Paragon shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required pursuant to Article 32 GDPR. In assessing the appropriate level of security, Paragon shall take into particular account the risks that are presented by Processing; of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored or otherwise Processed.

4.9 Paragon shall take reasonable steps to ensure the reliability of any employee, agent or contractor has access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data for the purposes of providing the services, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4.10 Paragon shall promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data, including requests by a Data Subject to exercise rights in Chapter III GDPR.

4.11 Paragon shall co-operate as reasonably requested by the Customer to enable the Customer to comply with the exercise of such rights by a Data Subject and/or to comply with any assessment, enquiry, notice or investigation under any Data Protection Legislation in respect of the Customer Personal Data or this Agreement.

4.12 Paragon shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach relating to the Customer Personal Data, providing the Customer with sufficient information which allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Legislation.

4.13 Paragon shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach relating to the Customer Personal Data. Paragon shall be entitled to charge a reasonable fee for any additional work in circumstances where the Personal Data Breach has not been caused by Paragon.

4.14 In the event of a Personal Data Breach relating to the Customer Personal Data, Paragon shall not inform any third party without first obtaining the Customer's prior written consent, unless notification is required by EU or Member State law to which Paragon is subject.

4.15 Once in every twelve (12) month period, upon providing fourteen (14) days' written notice, the Customer shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data used in the provision of services to the Customer relating to the processing of Personal Data by or on behalf of Paragon. Where the Customer requests additional inspections, tests or audits, Paragon shall be entitled to charge a reasonable fee for its assistance in the process, provided that no charge shall be made where such inspections, tests or audits are carried out to ensure compliance after a data breach by Paragon.

4.16 Paragon shall provide reasonable assistance to the Customer with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of the Customer which are required under Article 36 GDPR, in each case solely in relation to Processing of the Personal Data by Paragon on behalf of the Customer and taking into account the nature of the Processing and information available to Paragon.

4.17 Paragon shall not (and shall procure that its sub-processors shall not) under any circumstances transfer the Customer Personal Data outside of the Safe Countries unless authorised in writing by the Customer to do so. At the Customer's direction, where Paragon (or its sub-processors) is to process the Customer Personal Data including Personal Data outside of the Safe Countries, the "Standard Contractual Clauses (Processors)" (as laid down in the Commission Decision 2010/87/EU of 5 February 2010) (or such other mechanism as directed by the Customer) shall be completed and entered into between the Customer (or any other relevant Data Controller) and Paragon (or, where applicable, any relevant sub-processor) before such export.

4.18 Paragon shall cease Processing, as soon as reasonably practicable and in any event within 30 days, upon the termination or expiry of this Agreement and as soon as possible thereafter, Paragon will securely dispose of, the Customer Personal Data and any copies of it or of the information it contains in accordance with Paragon's Client Data Retention Policy.

4.19 The Customer shall on demand indemnify Paragon from and against any and all costs, liabilities, losses, actions, awards, judgments, settlements, damages, obligations, claims, demands and expenses (including all interest fines, penalties, management time and reasonable legal fees and other professional costs and expenses) ("Losses") incurred by Paragon, as a result of any claim made or brought by any person, organisation or authority as a result of the Customer's unauthorised or unlawful possession or control, or the loss or

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destruction or damage to any Customer Personal Data or the Customer's failure to comply with its obligations under this Clause 4.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights existing prior to the date of this Agreement shall vest in their originator absolutely. Paragon shall own all intellectual property rights it creates or develops under or in connection with the Services, including, without limitation, all right, title and interest in any ideas, concepts, know-how, techniques, code, materials, documentation and work product (on whatever media) except to the extent any copyright is created in the printed deliverables provided to the Customer which copyright shall, where capable, vest in the Customer upon payment of applicable charges.

5.2 Paragon grants to the Customer (subject to payment of all charges) a non-exclusive, royalty-free licence to use any intellectual property rights necessary for the proper use of the deliverables. Paragon shall indemnify the Customer against any loss arising from a claim that such licensed use infringes the intellectual property rights of a third party.

5.3 The Customer warrants that it is able to grant to, and hereby grants to, Paragon for the duration of this Agreement a non-exclusive, royalty-free licence to use the Customer's intellectual property rights (including, without limitation, any third party intellectual property rights) to the extent necessary for Paragon to perform its obligations under this Agreement. The Customer shall on demand indemnify Paragon and keep Paragon at all times fully and effectively indemnified from and against any Losses arising as a result of or in connection with the Customer's breach of this Clause 5.3.

6. TERMINATION

6.1 Without prejudice to any other rights or remedies which either party may have against the other for the breach or non-performance of any of the terms of this Agreement, the whole or any part of this Agreement may be terminated by either party forthwith on notice in writing to the other party:

- (a) if the other party commits a material breach of this Agreement which either cannot be remedied or is not remedied within thirty (30) days after written notice requiring that it be remedied; or
- (b) if the other party enters into liquidation, receivership, bankruptcy or other insolvency procedure, whether compulsorily or voluntarily, other than for the purposes of reconstruction or amalgamation.

6.2 Upon termination of this Agreement:

- (a) the Customer shall return to Paragon all Confidential Information and property (and all copies thereof) on any media belonging to Paragon which is in the Customer's possession or under its control and shall confirm if requested in writing to Paragon that it has complied in all respects with this Clause; and
- (b) Paragon shall return to the Customer (or at the Customer's request destroy) all Confidential Information (and all copies thereof) and shall confirm if requested in writing to the Customer that it has complied in all respects with this Clause 6.2.

7. LIABILITY

7.1 The Customer agrees that it has accepted the terms and conditions of this Agreement in the knowledge that Paragon's liability is limited and that the charges payable have been calculated so as to reflect such limitations and thus represent a reasonable and commercial allocation of risk between the parties.

7.2 This Clause 7 sets out Paragon's entire liability to the Customer and all other liability of Paragon to the Customer is, subject to Clause 7.3, hereby excluded. Save as expressly provided in this Agreement, all other conditions, warranties, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, in respect of the Services are hereby excluded to the fullest extent permitted by law. The parties agree and acknowledge that, unless otherwise agreed in writing, Paragon shall not be liable for any reversion charges levied by any postal provider or courier and the Customer shall be responsible for any such reversion charges.

7.3 Notwithstanding any other provision of this Agreement, Paragon does not exclude or limit liability for:

- (a) death or personal injury to the extent that such injury results from Breach of Duty or wilful default of Paragon, its servants, agents or subcontractors;
- (b) any breach of undertaking as to title, quiet possession, and freedom from encumbrance implied by law, including (without limitation) any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- (c) fraud or deceit;
- (d) claims arising under Part 1 of the Consumer Protection Act 1987.

7.4 Except as expressly provided in Clause 7.3, the total liability of Paragon to the Customer shall not exceed:

- (a) in respect of liability for loss of or damage to tangible property (including real property) arising as a result of the negligence or default of Paragon, its subcontractors or agents or employees acting within the course of their employment, the sum of one million pounds sterling (£1,000,000) for each event or series of connected events; and
- (b) in respect of all other liability of Paragon to the Customer a maximum of one hundred thousand pounds sterling (£100,000) or 100% of the charges payable to Paragon (whichever the greater and whether or not paid) under this Agreement.

7.5 Paragon shall not have any liability to the Customer in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise or whether such losses or damages are held to be direct or indirect): (i) loss of profits or revenue; (ii) loss of anticipated savings or of the use of money; (iii) loss of business or goodwill; (iv) loss of use or downtime; (v) loss of or corruption to data or other information; or (vi) any, indirect, incidental, special or consequential loss or damage (whether or not such loss or damage is of the type specified in (i) to (v) above).

7.6 Paragon shall not be responsible for any failure to provide services in accordance with the provisions of the Agreement or for any delay in such provision arising out of or contributed to by: (i) any act or omission of the Customer or a third party acting on behalf of the Customer, (ii) errors in data, specifications, test data or other material supplied by the Customer, (iii) the late arrival or non-arrival of data from the Customer, (iv) defects in work carried out by Paragon which the Customer has undertaken to check or which has been submitted to Paragon by the Customer for checking and which the Customer has not brought to Paragon's attention within the timescales agreed between the parties; (v) errors, bugs, defects or design faults in software supplied by the Customer or by a third party, or (vi) alterations or variations to documents to be designed or prepared by Paragon as part of the Services where such alterations or variations are requested by the Customer;

And Paragon shall be entitled to make a reasonable additional charge in respect of increased or additional costs incurred as a result of any of (i) to (vi) above

7.7 In this Agreement:

"Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and

"liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the entering into, performance, non-performance or wrongful performance of this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract).

8. ANTI-BRIBERY

Paragon shall, and shall procure that its agents, directors, employees, and officers shall: (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Anti-Bribery Laws**"); and (ii) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct including but not limited to that which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and (iii) have, maintain and enforce throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws.

9. GENERAL

9.1 This Agreement and these terms shall take precedence over any terms and conditions contained in the Customer's purchase order or other Customer documentation by which orders may be placed and these are the only terms under which Paragon will provide the Services. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

9.2 This Agreement constitutes the entire agreement and understanding of the parties and any other previous agreements, arrangements and understandings (whether written or oral) between the parties with regard to the subject matter hereof are hereby excluded unless agreed otherwise in writing. This "**Agreement**" shall include any related statements of work, appendices or schedules relating to the Services.

9.3 No waiver, change or variation to this Agreement shall be valid unless in writing and signed by an authorised representative of each party.

9.4 Paragon shall not be liable for any delay, interruption or failure in performance of its obligations under this Agreement due to unforeseen circumstances or causes beyond Paragon's reasonable control or caused by any acts or omissions of the Customer.

9.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.6 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. This Agreement shall be governed by and construed exclusively in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English courts.

APPENDIX – DATA PROCESSING PARTICULARS

1. Type of Personal Data to be Processed:

2. Categories of Data Subject whose Personal Data will be Processed:

3. Nature and purpose of Processing:

4. Duration of Processing:

In accordance with Paragon's Client Data Retention Policy
[30 days after Processing; auto deletion].