

GAZETTE DIRECT Service Contract

GAZETTE DIRECT (a company trading in England & Wales with company no.115843, "the Vendor") provides services ("the Services") for media automation, enabling Customers ("the Customer") to submit data for processing, and/or publication in a variety of different formats to multiple media channels. This includes, but is not limited to, automating the process of using data from licensing, planning, legal, and insolvency case management systems and rendering these into statutory advertising formats suitable for publication in official Gazettes and publications of record, as well as a wide variety of media, including websites, databases, social media, print-houses, newspapers and other advertising channels. This also includes booking services and payment for media and advertising space. The Services are provided by (i) use of Vendor's web portal and cloud services, or (ii) using distributor software with embedded Vendor functionality to enable Customers to submit advertising or other information directly to media channels for publication. By accessing and/or using the Services, the Customer agrees to be bound by this Service Contract in addition to any terms and conditions of any media that the Customer selects for the publication of information and advertising, with each transaction treated as a discrete contract for services under these terms and conditions.

The Vendor reserves the right to modify the terms and conditions set out in this Service Contract and Attachments hereto at any time. Such modifications shall be effective immediately upon publication. By using the Services after publication of any modifications, the Customer agrees to be bound by the revised Service Contract and Attachments including the Data Processing Agreement (Attachment 3).

1 Definitions

"Agent" means the capacity in which Vendor provides services; Vendor acts solely in an agency capacity and the obligations of the Customer and Publisher towards each other remain unaffected, including without limitation being solely responsible for the information contained in any notice or other form of advertising.

"Agreement", "terms and conditions" or "Service Contract" means these terms and conditions including the Attachments which are an integral part of this Service Contract.

"Services" means any services provided by Vendor under this Service Contract rendering data and materials from one format into others for submission for publication in a variety of media, including but not limited to websites, databases, social media, print-houses, newspapers and other advertising channels. This also includes booking services and payment for media and advertising space.

"Standard Price List" means the current rate card or standard price list as amended by Vendor from time to time.

"Vendor Website" or "Vendor Portal" means the website owned and operated by the Vendor and any log-in or password protected areas accessed via the internet.

"Distributor" means any entity designated as an authorised distributor of the Services by means of access provided by embedded functionality, portal or website.

"Confidential Information" means any proprietary information of the Vendor which is, or has been, disclosed by the Vendor to the Customer (whether orally, electronically or in writing), or otherwise obtained by the Customer through the Distributor in connection with the System and these terms and conditions.

"Fees" means the standard transaction or service fees and any applicable additional fees, excluding media costs, charged for use of the System as specified in Vendor's current Standard Price List.

"Order" means any order for access to the System, executed by a User selecting the publishing option in Distributor software, website or portal; or the Vendor Portal.

"Publisher" means any organisation or person that controls and or owns a media channel accessed via the Services.

"System" means the combination of hardware, software and services operated and/or owned by the Vendor necessary for rendering data and materials from one format into others for submission for publication in a variety of media. This also includes booking services and payment for media and advertising space.

"User" means any individual who uses the System on the Customer's behalf or through the Customer's account or passwords.

2 Agency capacity. The Vendor acts solely in an agency capacity and the obligations of the Customer and Publisher towards each other remain unaffected, including without limitation the User being solely responsible for the legality and suitability of any and all content, material, notice and or advertisement, and all content and information contained in any such material, notice or other form of advertising.

3 Access & use. Access to and use of the System is "as is" and granted at the discretion of the Vendor without any minimum use requirement or subscription, and as such it may be revoked and any further access to the System denied for breach by the Customer of these terms and conditions. The Customer may access and use the System pursuant to:

- (a) the terms of any outstanding Order, including such features and functions as the Order requires,
- (b) any policies posted on the Vendor Website, as such policies may be updated from time to time; and
- (c) fulfilment of all its obligations under the terms and conditions contained in this Service Contract.

3.1 Use of the System. The use of the System is acknowledged by the Customer "AS IS" and granted by the Vendor to the Customer solely for the purpose set out in this Service Contract and strictly subject to following:

- (a) The Customer must make timely payment of all invoices issued in accordance with Clause 4.
- (b) The Customer must not cause or permit whether directly or indirectly any unauthorised third party including but not limited to any organization that may be construed a competitor of the Vendor, access to or use of:
 - (i) the System,
 - (ii) any information that may be construed by its nature as commercial or confidential, including the Standard Price List, invoices or Fees,
 - (iii) password protected areas of the Vendor Website or Vendor Portal, and
 - (iv) any service-related correspondence generated between the User and the Vendor.
- (c) The Customer must immediately notify the Vendor on becoming aware of any unauthorised use of the System,
- (d) The Customer must not create, alter, compile, transmit or publish any material using the System that:
 - (i) contains a computer virus of any kind,
 - (ii) is an infringement of any intellectual property rights (including copyright) of any third party,
 - (iii) is defamatory,
 - (iv) is in breach of any trade practices or other consumer protection legislation, or (v) is otherwise an infringement of law or any rights of any third party.
- (e) The Customer warrants that it will not be involved (whether directly or indirectly) in any act or omission that may decrease the value of the System or any intellectual property owned by the Vendor.

3.2 Passwords. All passwords issued by the Vendor or a Distributor for access to and use of the System must be kept confidential in accordance with the confidentiality undertakings contained in this Service Contract. The Customer is solely responsible and liable for maintaining the confidentiality of all passwords issued under this Service Contract. The Vendor must be notified immediately of any unauthorised use of any password. Where any passwords are provided to or accessed by

any person or user other than the Customer, the Vendor accepts no responsibility or liability for any loss or damage that may result from any use of such password.

3.3 Support. Users should approach any Distributor (portal, website or case management software provider) as first line support for all technical support matters related to:

- (i) setting up case management and invoicing information,
- (ii) case management case settings, or
- (iii) any inability to access the service. Direct support for Vendor Portal users, and second line support is provided by the Vendor during weekday office hours 08:00-16:30 GMT (09:00 – 17:30 CET), except statutory holidays and where otherwise notified by the Vendor.

3.4 Ownership.

The Vendor retains ownership of all rights, title and interest (including intellectual property rights) in the System (including all documentation provided in connection with the System) and/or the Vendor Website and Vendor Portal.

3.5 Customisation.

Any bespoke customisation of the System or any Services may be provided by agreement between the Customer and the Vendor at a price to be agreed between them in writing.

3.6 Publication copies.

Where requested by the User, a publication copy or voucher of any advertisement, notice or other material published via the System will be made available in accordance with the Standard Price List as amended from time to time. The publication copy or voucher is an unaltered pdf copy of the information, notice or advertisement at the time and on the date of publication in the chosen media and is obtained “as is” directly from the media, no warranties whatsoever are given in relation to the publication copy or voucher by the Vendor.

3.7 Accurate Information.

The Customer is solely responsible for the provision of full and accurate information necessary to enable successful operation of the System, including accurately entering and maintaining all information required to populate fields within case management settings of Distributor systems, Distributor websites or portals and the Vendor Portal. This includes all information to be published in any media as well as any contact details for case management and invoicing.

3.8 Registration of Users.

The Customer is responsible for:

- (i) registering all new Users of the System in the manner required by the Vendor and/or its Distributor; and
- (ii) ensuring that any redundant or inactive accounts and passwords are notified promptly to Vendor and its Distributor for deactivation and deletion.

3.9 Media Specifications.

The Customer expressly acknowledges that the Vendor relies on the media technical specifications, pricing, layout, format and other information provided to it by Publishers and cannot and does not give any warranty as to the accuracy or completeness of that information or the completion of bookings or other performance by any Publisher, media channel or other third party, these being beyond Vendor’s control. Further, if incorrect or incomplete information as specified in sub-clause 3.7 results in any type of failure or improper performance of the System, the Vendor will not be liable to compensate the Customer for any loss whatsoever.

4 Invoices, statements, costs and payment.

4.1 Payment. The Customer agrees to pay the Vendor the Fees within **twenty (20) calendar days** from the date of any invoice issued by the Vendor.

4.1.2 Notwithstanding the above all reminder invoices issued under this clause 4 shall be paid within 7 days of date of any reminder invoice.

4.2 Invoices and monthly statements. The Vendor will provide an invoice to the Customer for any Services used and Orders submitted using the System and, where requested by the

Customer, a monthly statement that sets out all current and overdue invoiced amounts for the preceding month.

4.3 Overdue amounts. Where the User has not paid the Fees in accordance with sub-clause 4.1 above:

(a) the Vendor may at its sole discretion elect to charge the Customer interest on all overdue amounts at the rate of **15%** above the then published base lending rate of the Royal Bank of Scotland PLC from the date specified for payment on the invoice until the date the overdue amount is paid in full,

(b) the Customer agrees to reimburse Vendor for all administration fees and additional expenses incurred by the Vendor in collecting any outstanding Fees, including any fees charged by an external debt collecting agency, **including an administrative charge of 5 GBP (ex VAT) for each reminder invoice issued.**

(c) If the Customer has an overdue account, the Vendor may, at its sole discretion, withdraw any credit extended to the Customer by the Vendor and apply interest charges on all overdue amounts in accordance with sub-clause 4.3(a) and (b).

5 Warranties, liability and indemnities.

5.1 Disclaimer. THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT (A) THE VENDOR CANNOT AND DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR OTHERWISE AS TO THE VALIDITY OR NATURE OF ANY INFORMATION SUBMITTED OR USED TO CREATE NOTICES AND OTHER ADVERTISING MATERIALS, (B) THAT THE INTERNET IS NOT A COMPLETELY SECURE MEDIUM OF COMMUNICATION AND THAT SPEED AND UPLOAD CAPABILITY ONLINE IS DETERMINED BY THE QUALITY OF THE INTERNET CONNECTION FROM THE POINT OF ACCESS (I.E. THE USER LOCATION) TO THE SYSTEM, (C) THE AVAILABILITY AND USE OF THE SYSTEM MAY INVOLVE RELIANCE ON THIRD PARTIES SUCH AS DISTRIBUTOR SOFTWARE PROVIDERS (CASE MANAGEMENT OR CREATIVE SUITE SOFTWARE PROVIDERS), AND DATA CARRIERS, OVER WHICH THE VENDOR CANNOT EXERCISE ANY CONTROL; AND (D) AS A RESULT OF THESE FACTORS THE VENDOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ACCESSING THE SYSTEM.

5.2 Limitation of liability. If any statute implies any term into the Customer’s use of, or any arrangement arising out of the Customer’s use of, the System, and that statute prohibits exclusion of that term, then that term is included. However, to the extent permitted by the statute, the Vendor’s liability for any breach of any such term is limited to the re-supply of the affected Order executed via the System. Notwithstanding the foregoing or any other provision within this Service Contract the Vendor’s liability for any loss or damage (whether arising from breach of contract or in tort), which is not excluded or limited by this clause 5, is strictly limited in aggregate to the Fees paid by the User for the Orders or Services affected.

5.3 Exclusion of indirect and consequential loss. THE VENDOR, ITS ASSOCIATED COMPANIES, AGENTS, EMPLOYEES AND DISTRIBUTORS ARE NOT LIABLE IN ANY WAY WHATSOEVER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOST PROFITS, LOST REVENUE, LOST DATA OR BUSINESS INTERRUPTION SUFFERED OR INCURRED BY THE CUSTOMER OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SYSTEM, WHETHER ARISING FROM BREACH OF CONTRACT OR IN TORT.

5.5 Retransmission and refund. If the Customer uses the System in the transmission of any material and the material is not transmitted due to a fault within the control and responsibility of Vendor, Vendor will at Customer’s option arrange for one of the following: (i) retransmission of the material, (ii) waiver of any unpaid Fee or (iii) refund any Fee paid to Vendor in respect of the failed transmission.

5.6 Indemnity. The System notice preview function enables a User to produce and review the specific type of notice or advertisement chosen by the User; this comprises the specific type of notice or advertisement, the format, the information content, and the media costs plus Fee or Fees applicable to the

notice or advertisement produced by the System. **The Customer is solely responsible for reviewing and approving the notice or advertisement prior to executing the Order and submitting it to media for publication. FOR THE PURPOSES OF CLARITY, THE PARTIES EXPRESSLY AND UNEQUIVOCALLY AGREE THAT IT IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE CUSTOMER USING THE SYSTEM, INCLUDING THE PREVIEW SERVICE, TO ENSURE THAT THE CORRECT NOTICE OR ADVERTISEMENT TYPE HAS BEEN SELECTED FIT FOR ITS PURPOSE, THAT ALL THE CONTENT, INFORMATION AND OTHER DATA SUBMITTED FOR RENDERING BY THE SYSTEM IS CORRECT, AND IN A CORRECT LEGALLY COMPLIANT FORMAT PRIOR TO ORDER SUBMISSION AND CONSEQUENT PUBLICATION.** This responsibility includes ensuring that all fields in any Distributor case management software, Distributor portals or websites and Vendor Portals are accurately completed to ensure access to the System and proper use of the Services. The Customer agrees to hold harmless the Vendor, its associated companies, employees, agents, and its Distributors harmless against any and all claims, liability, loss and damage of any kind whatsoever arising out of or in connection with the Customer's act or omission or breach by the Customer of this Service Contract, including but not limited to clauses 3, 4, 5, and 6. The Customer shall hold the Vendor harmless for any breach by the Customer of the terms and conditions set out in this Service Contract and its Attachments as amended from time to time.

5.7 Amendments and application of the Publisher Terms & Conditions. The Attachments to this Service Contract are integral to these terms and conditions, including the Publisher Terms and Conditions and Data Processing Agreement. The Customer agrees to, at all times, abide by the terms and conditions of this Service Contract and its Attachments. For the purpose of clarity, the terms and conditions set out in Attachments 1 and 2 shall apply to the Customer in the capacity as the Advertiser and apply mutatis mutandis. The terms and conditions set out in Attachment 3 shall apply to the Customer in the capacity of Data Controller pursuant to s.6 below. This Service Contract including its Attachments may be amended at the sole discretion of the Vendor without notice, effective immediately upon publication.

6 Confidential information and data protection.

6.1 The Customer agrees and undertakes that it must not: (a) use Confidential Information for any purpose other than in performance of its rights and obligations under this Service Contract; (b) disclose to any person any Confidential Information except as permitted by this Service Contract; or (c) make or assist any person to make any use of Confidential Information other than in accordance with this Service Contract. The Customer may disclose Confidential Information (a) to an employee or duly authorized representative of the Customer who needs to know that information for the purposes of this Service Contract, provided that such disclosure is under conditions of confidentiality consistent with this clause 6; or (b) in respect of which the Vendor has given its written consent to disclosure or use. The Customer must immediately notify the Vendor of all information which comes to its attention regarding any actual or potential disclosure or use of Confidential Information other than in accordance with this clause 6. On the earlier of either (a) a demand by the Vendor; or (b) the expiry or termination of this Service Contract, the Customer shall deliver to the Vendor (or with the Vendor's prior consent, destroy or erase) any Confidential Information of the Vendor in the possession, power or control of the Customer or any of its representatives.

6.2 **Data protection.** The Parties agree that the Vendor acts solely in the capacity of a data processor for the purposes of this Service Contract and Data Processing Agreement (Attachment 3) on behalf of the Customer acting as data controller. The Vendor agrees to process data provided by the Customer in accordance with the Data Processing Agreement in place between the parties (Attachment 3) and the policies of the Vendor as amended from time to time. By using the service and accepting

the terms and conditions of such use the Customer enters into a contractual relationship necessitating the transfer of user data including professional license and registration numbers, and professional contact details for the purpose of statutory publication through widely available media channels. The personal data transferred and processed by the Vendor on behalf of the Customer is limited to that strictly required for performance of the contractual obligations under this Service Contract and required to be made publicly available by statute. The Vendor does not process Personal Data for any other purpose than those specified under this subclause 6.2.

7 Delay, suspension, withholding, termination of access and use.

7.1 **Delay.** The Customer acknowledges that the time for performance or delivery of any notice, information or advertisement via the System and subsequent publication, or any separately quoted Services, in every case, is dependent on the prompt and timely provision of full and accurate information, final instructions, or Order approvals by the User. Failure to provide these or any alteration by the User of any service requirements may result in a delay in performance or delivery and may also result in additional media costs and Fees which are the sole responsibility of the User.

7.2 **Suspension.** The Customer acknowledges that the Vendor may at its sole discretion withhold access and use of the System pending payment of any sum due from the Customer under this Service Contract. The User also acknowledges that it may be necessary for Vendor to suspend access to the System at any time without prior notice where: (a) critical maintenance, updates and/or corrections are required to the System, (b) where the Vendor is obliged to comply with an order, instruction or request of any government or other competent administrative authority, and (c) access and use of the System cannot be provided due to causes beyond the Vendor's reasonable control.

7.3 Withholding and termination of access and use of the System.

The Customer acknowledges that the Vendor may at its sole discretion and without notice, deny or terminate access to the System by the Customer where the Customer is in breach of this Service Contract, or where the Vendor believes that the Customer intends to access or use the System for improper purposes or in a manner which may be in breach of the provisions of this Service Contract.

7.4 **Termination.** By accessing and using the System the Customer agrees to comply with all terms and conditions laid out in this Service Contract. Access to and use of the System is "AS IS" and granted at the sole discretion of the Vendor without any minimum use requirement or subscription, and as such it may be revoked and any further access to the System may be immediately denied at the sole discretion of the Vendor. The Customer may choose not to use the System at any time, but any access to and use of the System is subject to the terms and conditions contained within this Service Contract. Upon termination of access and use the Customer shall cease all attempts to access and use of the System and delete, destroy, or return all copies of any confidential information or other Vendor documentation, including price lists, in its possession or control.

7.5 **Survival.** Termination or suspension of access and use does not affect any prior or existing rights or obligations created under this Service Contract including payment, indemnity and confidentiality clauses or any other provision that must survive to fulfill its essential purpose.

8 Assignment.

The Customer may assign or otherwise deal with any of its rights or obligations under this Service contract with the Vendor's express prior written consent. The Vendor may assign or otherwise deal with any of its rights and obligations under this Service Contract.

9 Force Majeure.

If Vendor is delayed, interrupted in, or prevented from, performing its obligations under this Service Contract by any

cause beyond its control, Vendor will not be in breach of these terms and conditions and the time for performance of its obligations will be extended by a period of time equal to the duration of the cause of the delay, interruption or prevention.

11 Severability.

If any undertaking or condition of this Service Contract is found to be void or unenforceable at law, that covenant, undertaking or condition will not affect any other covenant, undertaking or condition of these terms and conditions and, as far as is possible, will be read down to the extent required to make it enforceable.

12 Governing law.

This Service Contract is governed by the laws of England & Wales.

13 Jurisdiction.

The Parties submit to the exclusive jurisdiction of the Courts of England & Wales.

Attachment 1.

TSO/Gazette Terms & Conditions.

The Gazette (which includes the London, Belfast and Edinburgh Gazette) is the Official Public Record and the United Kingdom's longest continuously published newspaper. It has been published by Authority since 1665. The Gazette publishes official, legal and regulatory notices pursuant to legislation and on behalf of the persons who are required by law to notify the public at large of certain information. For the avoidance of doubt all references to "The Gazette" shall include the London, Belfast and Edinburgh and any supplements to the Gazette, as well as all mediums, including the online and paper versions of the Gazette. The Gazette is published by the Publisher (as defined below) under the authority and superintendence of the Controller of Her Majesty's Stationery Office at The National Archives. Notices received for publication can fall under the following broad headings: Church, Companies, Education and Qualifications, Environment and Infrastructure, Health and Medicine, Money, Parliament and Assemblies, People, Royal Family and State. Further information can be found at www.thegazette.co.uk.

These terms and conditions ("**Terms and Conditions**") govern submission of Notices (as defined below) to The Gazette. By submitting Notices, howsoever communicated, whether at the website www.thegazette.co.uk (the "**Website**") or by email, post and/or facsimile, the Advertiser (as defined below) agrees to be bound by these Terms and Conditions. Where the Advertiser is acting as an agent or as a representative of a principal, the Advertiser warrants that the principal agrees to be bound by these Terms and Conditions. The Publisher reserves the right to modify these Terms and Conditions at any time. Such modifications shall be effective immediately upon publication of the modified terms and conditions. By submitting Notices to The Gazette after the Publisher has published notice of such modifications, the Advertiser, including any principal, agrees to be bound by the revised Terms and Conditions.

1. Definitions. In these Terms and Conditions:

"**Advertiser**" means any company, firm or person who has requested to place a Notice in The Gazette, whether acting on their own account or as agent or representative of a principal;

"**Local Newspaper Notice**" means any notice placed in a local newspaper rather than The Gazette;

"**Notice**" means all advertisements and state, public, legal or other notices (without limitation) placed in The Gazette, save in respect of any Local Newspaper Notice, to which other terms may apply where indicated in these Terms and Conditions;

"**Publisher**" means The Stationery Office Limited, with registered company number 03049649.

(ii) the singular includes the plural and vice-versa; and any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2. By submitting a Notice to the Publisher, the Advertiser agrees to be bound by these Terms and Conditions which, unless stated otherwise in these Terms and Conditions, represent the entire terms agreed between the parties in relation to the publication of Notices in The Gazette and which every Notice shall be subject to. For the avoidance of doubt, these Terms and Conditions shall prevail over any other terms or conditions (whether or not inconsistent with these Terms and Conditions) contained or referred to in any correspondence or documentation submitted by the Advertiser or implied by custom, practice or course of dealing which the parties agree shall not apply, unless otherwise expressly agreed in writing by the Publisher.

3. The Publisher reserves the right, to be exercised at its sole and absolute discretion, to make reasonable efforts to verify the validity of the Advertiser.

4. The Publisher may, at its sole and absolute discretion, edit the Notice, subject to the following restrictions:

(i) the sense of the Notice submitted by the Advertiser will not be altered;

(ii) Notices shall be edited for house style only, not for content;

(iii) Notices can be edited to remove obvious duplications of information;

(iv) Notices can be edited to re-position material for style;

(v) any additions, amendments or deletions required in order to include the minimum necessary information set out in any Notice guidelines shall be confirmed with the Advertiser; and

(vi) subject to clause 5 below, no amendments to the text (other than those made as a consequence of 4.1 - 4.5 above) shall be made without confirmation from the Advertiser.

For the avoidance of doubt, the Advertiser agrees and accepts that, subject to the limited rights to edit any Notice referred to above, it is the Advertiser that shall be solely responsible for the content of any Notice, including its validity and accuracy and that the Publisher shall not be responsible for, nor shall have any liability in respect of such content in any way whatsoever.

5. The Advertiser accepts that it submits a Notice entirely at its own risk and that the Publisher shall have the sole and absolute discretion whether to accept a Notice for publication or the timing of any publication of a Notice, such decision to be final. The Advertiser must satisfy itself as to the legal, statutory and/or procedural requirements and accuracy relating to any Notice. Where the Publisher has accepted a Notice for publication, the Publisher shall have the sole and absolute discretion to refuse to publish where the content of the Notice, in the publisher's sole opinion, may not comply with any such requirements. In such instances, the Publisher shall notify the Advertiser of any action required to remedy any deficiency and publication shall not take place until the Publisher is satisfied that such action has been taken by the Advertiser.

6. NEITHER THE PUBLISHER NOR THE NATIONAL ARCHIVES (OR ANY SUCCESSOR ORGANISATION) (INCLUDING AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SUBCONTRACTORS AND/OR EMPLOYEES) SHALL BE LIABLE FOR ANY LIABILITIES, LOSSES, DAMAGES, EXPENSES, COSTS (INCLUDING ALL INTEREST, PENALTIES, LEGAL COSTS (INCLUDING ON A FULL INDEMNITY BASIS) AND OTHER PROFESSIONAL COSTS AND/OR EXPENSES) SUFFERED OR INCURRED, HOWSOEVER ARISING (INCLUDING NEGLIGENCE), WHETHER ARISING FROM THE ACTS OR OMISSIONS OF THE PUBLISHER, THE NATIONAL ARCHIVES AND/OR THE ADVERTISER AND/OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY PRINCIPAL OF THE ADVERTISER) OR ARISING OUT OF OR MADE IN CONNECTION WITH THE NOTICE OR OTHERWISE EXCEPT ONLY THAT NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY RESULTING FROM THE PUBLISHER'S OR THE NATIONAL ARCHIVES' NEGLIGENCE OR THE NEGLIGENCE OF THE THEIR AGENTS, SUBCONTRACTORS AND/OR OR EMPLOYEES.

7. FOR THE AVOIDANCE OF DOUBT, SUBJECT TO CLAUSE 6 ABOVE, IN NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS), ANY LOSS OF GOODWILL OR REPUTATION, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE).

8. Where the Publisher is responsible for any error including which, in the Publisher's reasonable opinion, causes a substantive change to the meaning of a Notice or would affect the legal efficacy of a Notice, upon becoming aware of such error, the Publisher shall publish the corrected Notice at no charge and at the next suitable opportunity. Both parties agree (including on behalf of any principal, if applicable) that this shall be the sole remedy of the Advertiser (including any principal, if applicable) and full extent of the limit of the Publishers liability in these circumstances.

9. In the event that the Publisher believes, in its sole opinion, an Advertiser is submitting Notices in bad faith, is in breach of clause 11 below, or has dealings with Advertisers who are in breach of these Terms and Conditions or has breached such Terms and Conditions previously, the Publisher may require further verification of information to be provided by the Advertiser and may, at its sole and absolute discretion, delay publication of those Notices until it is satisfied that the Notice it has received is based on authentic information.

10. The location of the Notice in The Gazette shall be at the discretion of the Publisher. For the avoidance of doubt, the Notice shall be published in the house style of The Gazette.

11. The Advertiser warrants:

- (i) that it has the right, power and authority to submit the Notice;
- (ii) the Notice is not false, inaccurate, misleading, nor does it contain potentially fraudulent information;
- (iii) the Notice is submitted in good faith, does not contravene any law (statutory or otherwise) nor is it in any way illegal, defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice (as amended and updated from time to time), nor is it subject to any court order prohibiting such publication.

12. To the extent permissible by law the Publisher excludes all warranties, conditions or other terms, whether implied by statute or otherwise, relating to the placing of any Notices.

13. THE ADVERTISER AGREES TO FULLY INDEMNIFY AND HOLD THE PUBLISHER AND THE NATIONAL ARCHIVES (OR ANY SUCCESSOR ORGANISATION), INCLUDING ANY AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SUBCONTRACTORS AND EMPLOYEES HARMLESS FROM ALL LIABILITIES, COSTS, EXPENSES, DAMAGES AND LOSSES (INCLUDING, WITHOUT LIMITATION) ANY DIRECT, INDIRECT, CONSEQUENTIAL AND/OR SPECIAL LOSSES AND/OR DAMAGE, LOSS OF PROFIT, LOSS OF REPUTATION AND/OR GOODWILL AND ALL INTEREST, PENALTIES AND LEGAL COSTS (CALCULATED ON A FULL INDEMNITY BASIS) AND ALL OTHER PROFESSIONAL COSTS AND/OR EXPENSES (INCLUDING LEGAL COSTS) SUFFERED OR INCURRED (INCLUDING NEGLIGENCE) IN RESPECT OF ANY MATTER ARISING OUT OF, IN CONNECTION WITH OR RELATING TO ANY NOTICE, INCLUDING (WITHOUT LIMITATION) IN RESPECT OF ANY CLAIM AND/OR DEMAND (INCLUDING THREATENED AND/OR POTENTIAL CLAIMS OR DEMANDS) MADE BY ANY THIRD PARTY WHICH MAY CONSTITUTE A BREACH, THREATENED AND/OR POTENTIAL BREACH BY THE ADVERTISER (OR THEIR PRINCIPAL) OF THESE TERMS AND CONDITIONS OR ANY BREACH AND/OR POTENTIAL BREACH BY THE ADVERTISER OF ANY LAW AND/OR ANY OF THE RIGHTS OF A THIRD PARTY. THE PUBLISHER SHALL CONSULT WITH THE ADVERTISER AS TO THE WAY IN WHICH SUCH APPLICABLE CLAIMS, DEMANDS OR POTENTIAL CLAIMS OR DEMANDS ARE HANDLED BUT THE PUBLISHER SHALL RETAIN THE SOLE, ABSOLUTE AND FINAL DECISION ON ALL ASPECTS OF ANY MATTER ARISING FROM THE AFOREMENTIONED

INDEMNITY, INCLUDING THE CHOICE OF INSTRUCTING LEGAL REPRESENTATIVES, STEPS TAKEN IN OR RELATED LITIGATION AND/OR DECISIONS TO SETTLE THE CASE. THE ADVERTISER SHALL USE BEST ENDEAVOURS TO PROVIDE, AT ITS OWN EXPENSE, SUCH CO-OPERATION AND ASSISTANCE AS THE PUBLISHER MAY REASONABLY REQUEST INCLUDING IN RESPECT OF ANY PRINCIPAL (IF APPLICABLE) AND INCLUDING, WITHOUT LIMITATION, THE PROVISION OF AND/OR ACCESS TO WITNESSES, ACCESS TO PREMISES AND DELIVERY UP OF DOCUMENTS AND/OR ANY EVIDENCE, INCLUDING SUPPORTING ANY ASSOCIATED LITIGATION AND/OR DISPUTE RESOLUTION PROCESS.

14. The Advertiser shall promptly notify the Publisher in writing of any actual, threatened or suspected claim made by a third party or parties against the Advertiser and/or the Publisher in relation to a Notice. The Publisher reserves the right, following a claim or threatened claim, to immediately remove the Notice which is the subject of the complaint from the website at www.thegazette.co.uk and all other websites controlled by the Publisher containing the Notice, as well as from any other medium in which the Notice has been placed that is controlled by The Gazette, where possible. The Publisher may require the Advertiser to amend the Notice at its own cost before it agrees to re-publish the Notice if it is capable of rectification to avoid the claim, threatened or suspected claim. Any reinstatement of the Notice shall be at the sole and absolute discretion of the Publisher, whose decision in respect of such matter shall be final. Other than withdrawal of a Notice following a claim or threatened claim, withdrawal of a Notice post-publication shall take place only upon the written instructions of The National Archives (or any successor organisation) or if there is a credible claim that the continuing presence of a Notice endangers an individual's personal safety or a request is received from any applicable regulatory and/or enforcement authorities.

15. The Advertiser acknowledges that the Publisher may re-use Notices and/or allow third parties to re-use Notices accepted for publication in The Gazette, and hereby assigns to the Publisher for and on behalf of the Crown, all rights, including but not limited to, copyright and/or other such intellectual property rights (as applicable) in all Notices, and warrants that any such activity in respect of any Notice (including any activity in the preparation of such Notice for publication in The Gazette) by the Publisher and/or third parties does not and will not infringe any legal right of the Advertiser or any third party. For the avoidance of doubt, all Notices and any content therein shall be Crown copyright and may be subject to the Open Government Licence (or any variation thereof).

16. The Advertiser accepts that the purpose of The Gazette is to disseminate information of interest to the public as widely as possible in the public interest. The Advertiser accepts that the information contained in the Notices published in The Gazette may be used for additional purposes by the Publisher or third parties after publication and that such use may be beyond the control of The Gazette. In such instances, the Advertiser agrees that the Publisher shall have no liability whatsoever in respect of such use by the Publisher or third parties.

17. The Advertiser acknowledges and agrees that the publication of any Notice is subject to any court order and/or direction of the court or such other regulatory and/or enforcement authorities including the Information Commissioner's Office, the police, the Financial Conduct Authority (and such other related regulatory organisations), the Solicitors Regulation Authority and such other authorities as may be applicable (without limitation) and that the Publisher may delay, refuse to publish or withdraw from publication if it has received evidence to that effect and may not publish such notice until it has received written evidence from the court (as the Publisher may reasonably require from time to time) that demonstrates that any previous order and/or direction has been withdrawn and/or is no longer applicable (as the Publisher may reasonably require from time to time) and/or, subject to any statutory and/or applicable laws,

The Gazette may share information and/or data related to the Notice and/or the Advertiser's account related to such authorities and the Advertiser hereby consents to such disclosure(s).

18. In respect of any Local Newspaper Notice, this clause 18 shall apply. For the avoidance of doubt, all other terms of the Terms and Conditions shall apply to Local Newspaper Notices only to the extent that they do not conflict with the terms set out below. In the event of any conflict, the terms set out in this clause 18 shall prevail:

(i) The Local Newspaper Notice may be placed in a local newspaper by any subcontractor and/or a third party organisation at the Publisher's sole and absolute discretion and the Advertiser hereby consents to such use (including any activity that is ancillary and/or reasonably necessary to such use). For the avoidance of doubt, this may include the processing of personal data in accordance with the Data Protection Act 1998, as amended ("DPA"), by the Publisher, any subcontractor and/or third party organisation, together with the local newspaper and related organisations;

(ii) The placement of a Local Newspaper Notice shall be upon the standard terms and conditions of the local newspaper in question in addition to these Terms and Conditions. The Advertiser expressly agrees to such local newspaper terms and by submitting a Local Newspaper Notice to The Gazette, expressly consents to the Publisher, its subcontractors and/or any applicable third party organisation agreeing to such terms on behalf of the Advertiser;

(iii) To the extent that such local newspaper and the applicable terms allow, where the Publisher, any subcontractor, any third party acting on behalf of the Publisher and/or the local newspaper is responsible for any error including (without limitation), the Publisher, the Publisher shall arrange for the local newspaper to publish the corrected Local Newspaper Notice at no additional cost to the Advertiser. Both parties agree (including on behalf of any principal, if applicable) that this shall be the sole remedy of the Advertiser (including any principal, if applicable) and the full extent of the limit of liability in these circumstances;

In the event that a corrected Local Newspaper Notice is not published for whatever reason, the total aggregate liability of the Publisher and The National Archives, whether direct or indirect, and including (without limitation) all liabilities, losses, damages, expenses, costs (including all interest, penalties, legal costs and/or other professional costs and/or expenses) suffered or incurred, howsoever arising (including negligence), whether arising from the acts and/or omissions of the Publisher, The National Archives and/or the Advertiser and/or any third party (including, without limitation, any principal of the Advertiser) or arising out of or made in connection with the Notice or otherwise shall be limited to the value of the Local Newspaper Notice placed through The Gazette except that nothing in these Terms and Conditions shall limit or exclude any liability for fraudulent misrepresentation, or for death or personal injury resulting from the Publisher's or The National Archives' negligence or the negligence of the their agents, subcontractors and/or employees or third parties acting on behalf of the Publisher.

19. The Advertiser accepts that the Charges may be amended from time to time and will be payable at the rate in force at the time of invoicing unless otherwise agreed by the Publisher in writing. The Charges must be paid in full by the Advertiser in advance of publication unless other requirements of the Publisher in respect of the payment of such Charges (as determined from time to time) are notified to the Advertiser.

20. If the Advertiser wishes to make a complaint, all such complaints shall be submitted in writing to the Gazette.

21. Save in respect of The National Archives (or any successor organisation), a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and

Conditions but this does not affect any right or remedy of a party specified in these Terms and Conditions or which exists or is available apart from that Act.

22. These Terms and Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Attachment 2. Printed Media Terms & Conditions.

General

1. The following conditions apply to the placing of an order for insertion of advertisements in printed publications and newspapers (the "Newspaper" or "Newspapers") or electronic publications. Each order will form a separate agreement. An "Advertiser" means any person or organization responsible for and/or owning the advertisement content and placing an advertisement on their own account or placing and advertisement on behalf of another, as the case may be.

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2. The Advertiser confirms that the advertisement complies with all applicable legislation, regulations and codes of practice, including the codes supervised by the Advertising Standards Authority. Newspapers may reject or require changes to any advertisement so as to comply with legal or moral obligations placed on a newspaper or the advertiser; to avoid infringing the rights of a third party or any relevant code of practice; or to meet published production and quality specifications.

3. The Advertiser further confirms that: i) the publication of the advertisement will not breach any contract, infringe the copyright, trademark or other right of any third party and is not libelous of any person; ii) all licenses and consents from third parties necessary for the publication of the advertisement have been obtained and paid for, including consent from living persons identified in copy or pictures (photographic or otherwise) or if they are under 18 their parent or guardian; iii) in respect of an investment advertisement, the contents have been approved by, or the Advertiser is, and authorized person within the meaning of the Financial Services Act 1986 as amended or the advertisement is otherwise permitted under that Act.

Payment

4. All advertisements must be paid for in full at the time of booking or otherwise agreed between the Newspaper and Advertiser as evidenced in writing. The price shall be the amount fixed by the Newspapers published rate cards on the date of acceptance of the order plus VAT where applicable.

Cancellation

5. The Newspaper will notify the advertiser of the latest time that orders can be cancelled (the "booking" deadline) and the latest time that advertising copy can be received by us ("the copy deadline"). An Advertiser may cancel up until copy deadline and the Newspaper will make only reasonable efforts to make any refunds. NO REFUND shall be available after the copy deadline.

Errors

6. The Newspaper is not liable for any error, misprint or non-appearance of an advertisement unless caused by our negligence, in which case the Advertiser will be entitled to a reinsertion or proportionate refund. The Advertiser is solely responsible for checking the advertisement on each insertion and ordering correction where necessary. Except where the Newspaper has been grossly negligent, the Newspaper shall not be liable for an error or misprint that, in the Newspaper's reasonable opinion, does not materially detract from the advertisement. The Newspaper shall not be liable in any case for losses relating to any business or public fund-raising for the Advertiser, such as lost customers, revenue or profit.

Copyright

7. Advertisements are accepted on condition that Newspapers

have the right to publish them online as well as in any booked titles.

General

8. The Newspaper shall not be liable if publishing activities are restricted or prevented by any law, act or event beyond

Attachment 3. Data Processing Agreement.

DATA PROCESSING AGREEMENT ('DPA')

This DPA is intended to apply for all Processing of Personal Data by Gazette Direct a company trading in England & Wales with company no.115843 (the "Processor") on behalf of the Customer (the "The Controller") in relation to the services and solutions provided under any agreement entered into by and between the parties including related to the generation of standard documents and the submission of statutory advertising such as insolvency notices for publication in official gazettes, newspapers and other media.

1. Background and objectives

1.1 The Parties have entered into a service contract regarding services and solutions (the "Service Contract") provided as a SAAS solution by the Processor. The Processor will, subject to the Service Contract, have access to and process Personal Data for which the Customer is considered the Controller under the applicable Data Protection Legislation.

1.2 The categories of data subjects and Personal Data to be processed by Customer, and the purposes for which Personal Data will be processed, are specified in the written instructions provided by the Controller to the Processor in the Data Processing Instructions documented in writing and or issued by using the confirmed submission function of the Gazette Direct SAAS system. Instructions are issued using (i) the preview functions and documents (ii) with the submission confirmation function button and/or (iii) email confirmations for submission and booking of statutory advertising in media selected by the Controller for this purpose.

1.3 The objective of this DPA is to comply with the requirement in the applicable Data Protection Legislation to establish a written agreement between a Controller and a Processor (The Data Protection Act 2018, General Data Protection Regulation EU) 2016/679, as they may be amended and/or superseded from time to time).

2. **Definitions.** The terms used in this DPA shall have the same meaning as in the Data Protection Legislation, including: "the Controller" means a person who alone or jointly with others determines the purposes and means of the Processing of personal data, in this case the company identified as the Controller on the signing page of this DPA; "Data Processing Instructions" means the instructions to publish particular information for statutory publication purposes in the software solution provided by Processor by which the Controller shall provide and approve instructions for publication (the Processing); "Data Protection Legislation" means the UK Data Protection Act 2018 and, as from 25 May 2018 and within the EU/EEA, Regulation (EU) 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; the "GDPR"), including such national legislation implemented under and in compliance with the GDPR. Prior to 25 May 2018, Data Protection Legislation means national legislation implementing Directive 95/46/EC within the EU/EEA. In countries, outside of the EU/EEA, Data Protection Legislation means the applicable national data protection legislation (and any implementing, complementary and/or superseding legislation introduced from time to time); "Personal Data" shall have the meaning as described in the applicable Data Protection Legislation; "Processing" means any operation or set of operations

performed with regard to personal data, whether or not performed by automated means, for example collection, recording, organisation, storage, adaptation or alteration, retrieval, gathering, use, disclosure by transmission, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction; "Processor" means a person who processes personal data on behalf of the Controller; "Service Contract" means the agreement subject to which the Processor provides services and solutions to the Controller, as amended from time to time; and "Sub-Processor" means a sub-contractor engaged by the Processor who processes personal data ultimately on behalf of the Controller within the framework of its delivery of services to the Processor.

3. Undertaking and instruction

3.1 The Processor undertakes to process the Personal Data that it has access to under the Service Contract for the overall purpose of fulfilling its undertakings under the Service Contract, during the relevant contract term. Processor further undertakes to: (i) process the personal data in accordance with the Data Protection Legislation, the Service Contract, this DPA and lawful, documented instructions from the Controller; (ii) ensure that persons authorised to process the personal data are under an appropriate obligation of confidentiality; (iii) implement appropriate technical and organisational measures to ensure a level of security appropriate to the nature of the personal data and any risk it may pose to the data subjects to whom it relates as required pursuant to the applicable Data Protection Legislation, including Article 32 of the GDPR; (iv) within a reasonable time or receipt of the Controller's written request, to inform the Controller of the technical and organisational measures it implemented in order to protect the personal data processed on behalf of The Controller. If Processor makes changes that could materially affect the protection of personal data, the Controller shall be informed before such changes are implemented; (v) taking into account the nature of the Processing, and at the Controller's expense to assist the Controller, by appropriate commercially practicable technical and organisational measures, insofar as this is reasonably possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in applicable Data Protection Legislation; (vi) promptly notify the Controller of any security incidents where such incidents have resulted in or are likely to result in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Personal Data covered by this DPA; (vii) to assist the Controller at the Controller's expense in ensuring compliance with the obligations pursuant to applicable Data Protection Legislation, taking into account the nature of Processing and the information available to Processor; (viii) follow the Controller's instructions on deletion of Personal Data, in so far as this is practicable and/or permissible according to the applicable Data Protection Legislation and any overriding mandatory applicable legislation or decision of any authorized state agency or organisation.

3.2 The Controller shall: (i) provide the Processor with documented instructions for the Processor's processing and deletion of Personal Data, in accordance with applicable Data Protection Legislation, in the Data Processing Instructions by removal of the details of its registered and authorised users; (ii) ensure at all times that the instructions provided to the Processor are lawful and in compliance with applicable Data Protection Legislation; (iii) notify the Processor without undue delay of any and all circumstances that may arise which may involve the need to change the way in which the Processor processes personal data under this DPA;

(iv) enter into processing agreements and undertake all other actions which may be required under applicable Data Protection Legislation, to enable and ensure transfer of data from Processor to any third parties engaged by the Controller (including but not limited to ensuring fulfilment of security requirements, transfers to third countries etc.), based on instructions given by the Controller from time to time; (vi) where required ensure that a) it obtains all necessary valid consent to enable the lawful transfer and processing by the Processor and maintaining an accurate record of valid consent for the duration of the Service Contract, and b) in the event that consent as a legal basis of the processing of the personal data is withdrawn, to notify the Processor promptly with appropriate lawful instructions in relation to the processing of the personal data which is subject to such consent.

4. Audits

4.1 The Processor shall facilitate and participate in any such annual audit carried out by the Controller, governmental authority, or third party authorised by the Controller (who must not be a competitor of Processor and who must undertake confidentiality in relation to Processor's business information) at the cost and expense of the Controller.

4.2 Upon receipt of the written request of the Controller, once a year and with a minimum notice period of 15 working days, the Processor shall grant the Controller access to information reasonably required in order to verify that the obligations set out in this DPA and the obligations arising from the Data Protection Legislation are complied with.

4.3 The Processor shall as soon as reasonably possible and to the extent permissible under applicable Data Protection Legislation, inform and consult with the Controller in the event that a supervisory authority initiates or takes any action in relation to Processor with regard to the Processing of personal data under the Service Contract or this DPA.

5. Sub-Processors

5.1 The Controller hereby consents to the Processor engaging Sub-Processors in accordance with this s.5.

5.2 In the event that Processor engages a Sub-Processor, Processor the Sub-Processor shall enter into a written data processing agreement under which the Sub-Processor makes the same commitments as Supplier under this DPA

5.3 The Processor is liable, in all respects, for the Sub-Processors' actions (and omissions) as if it were its own.

5.4 In the event that Processor engages a Sub-Processor outside the EU/EEA, Processor shall secure a legal basis for the transfer of Personal Data from the EU/EEA to outside the EU/EEA, in accordance with Data Protection Legislation. Such a legal basis could be that a data processing agreement consists of a so-called Data Transfer Agreement that include the European Commission's standard clauses for protection of the transfer of Personal Data to a third country.

6. Damages and costs

6.1 Each Party shall indemnify the other for damages and reasonable costs attributable to any breach of this DPA or applicable Data Protection Legislation for which they are responsible subject to the limitations set out in s.6.2 and s.6.5 below.

6.2 The Processor shall not be held liable under this s.6 if and to the extent that (i) the Processor's non-compliance is a result of the Processor deeming the Processing being in violation of or non-compliant with the Data Protection Legislation (in which case the Processor shall inform the Controller of its position without undue delay); (ii) breach is a result of the processing of Personal Data in accordance with the Controller's instructions or consent; or (iii) the Processor proves that it is not in any way responsible for the event giving rise to the damages.

6.3 The Parties agree that the Processor's liability under this s.6 is strictly limited to the total amount received by the Processor from the Controller for services rendered by the Processor under the Service Contract during the year in which any such breach under this s.6 occurs.

6.4 Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits.

7. Term and termination

7.1 The DPA is effective for as long as the Processor Processes Personal Data on The Controller' behalf under the Service Contract and may be amended from time to time by the Processor. Amendments are effective immediately from the date of publication without any requirement of notice.

7.2 When the Service Contract expires, or has been terminated, and the Processing of Personal Data has ended, the Processor shall, without any undue delay and on the basis of the Controller's written instructions, delete or return to the Controller the Personal Data processed on behalf of the Controller unless further processing, including storage, is required or permitted pursuant to the applicable Data Protection Legislation, other mandatory legislation or compelling decision by court, governmental authority or organisation.

7.3 Where there is a change in the applicable Data Protection Legislation that materially impacts the Processor's continued provision of the services under the Service Contract, the Parties shall discuss in good faith and acting reasonably agree any changes that may be necessary (operationally, technically and commercially feasible) to (i) this DPA, (ii) the instructions provided by the Controller, (iii) the Service Contract. No such changes shall be effective unless agreed between the Parties pursuant to this Section 7.

7.4 In the event that an agreement cannot be reached under s.7.3 above the Processor shall have the right to terminate the Service Contract and this DPA with immediate effect upon provision of notice to the Controller.

8. Disputes

8.1 Disputes regarding interpretation and application of this DPA shall be settled in accordance with the provisions in the Service Contract regarding dispute resolution.

Version 1.2. Effective date: 25 May 2018.

Last updated: 1 May 2019.
