



# **GENERAL CONDITIONS OF SALE**

**PARAGON GLOBAL BRANDS**  
**GENERAL CONDITIONS OF SALE**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these Conditions, the following words shall bear the following meaning:

<b>“Agreement Personal Data”</b>	Personal Data which is to be Processed under the Contract, as more particularly described in the Data Processing Annex
<b>“Applicable Laws”</b>	any and all (i) legislation (including statutes, statutory instruments, regulations, orders, directives, treaties), (ii) judgments, resolutions, decisions, orders, notices and demands of any court, regulator or tribunal, or (iii) rules, policies, guidance or recommendations issues by any governmental, statutory or regulatory body and/or any industry code or guideline, in each case whether local, national or international or otherwise existing from time to time in any jurisdiction which relates to a party, these Conditions or the Services and/or Deliverables;
<b>“Artwork”</b>	any artwork, designs, logos, materials, content and/or text provided by the Customer which form the basis or part of any Job;
<b>“Availability”</b>	ensuring that authorised users ONLY have access to information and associated processing methods;
<b>“Brief”</b>	a brief provided by the Customer to Paragon detailing the Services and/or Deliverables required, any relevant timescales and any other relevant information which Paragon may need in order to provide the Services and/or Deliverables requested;
<b>“Computer System”</b>	the computer systems and peripherals located at Paragon’ premises;
<b>“Conditions”</b>	the standard terms and conditions of sale and supply set out in this document together with any special terms agreed In Writing between Paragon and the Customer;
<b>“Confidentiality”</b>	preventing unauthorised access or disclosure;
<b>“Confidential Information”</b>	all information concerning the business or affairs of the parties (or of any member of the group of companies to which the parties belong) whether conveyed orally, In Writing, in machine readable form or otherwise including Databases, know-how or other matters connected with the Deliverables or Services, and information concerning either parties’ relationships with actual or potential clients, customers or suppliers and the needs and requirements of either of such persons and any other information which, if disclosed, will be liable to cause harm to either party;
<b>“Contract”</b>	the contract between Paragon and the Customer for the sale and purchase of the Deliverables and/or the supply of the Services, incorporating these Conditions;

<b>“Control”</b>	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and <b>“Controls”</b> and <b>“Controlled”</b> will be construed accordingly
<b>“the Customer”</b>	the persons, firm or company who purchases the Deliverables or Services from Paragon;
<b>“Customer’s Client”</b>	any client of the Customer, Data in respect of whom is passed by or on behalf of the Customer to Paragon in connection with this Contract;
<b>“Customer Employees”</b>	any current employee(s) of the Customer as at the date of these Conditions;
<b>“Customer Materials”</b>	any item or thing, including without limitation film screens, branding, logos, drawings, artwork, designs, business forms, Data, Software, materials and components (including any Database) provided to Paragon by or on behalf of the Customer;
<b>“Data”</b>	all data (including any personal data) belonging to any of the Customer’s Clients, Customer Employees, voters or the Customer, which is from time to time held or processed by Paragon in carrying out the Services;
<b>“Data Processing Annex”</b>	the annex(es) agreed by the parties in writing (as amended and updated from time to time) in relation to the Contract which sets out in respect of the Agreement Personal Data: (i) the subject-matter and duration of the Processing; (ii) the nature and purpose of the Processing; and (iii) the type of Personal Data and categories of Data Subjects, an example of which is set out in the Annex to these Conditions
<b>“Data Protection Laws”</b>	<p>all Applicable Laws relating to data protection, the processing of personal data and privacy, including:</p> <ul style="list-style-type: none"> <li>(a) the General Data Protection Regulation (EU) 2016/679; and</li> <li>(b) the EU Directive on Privacy and Electronic Communications 2002/58/EC and the the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);</li> <li>(c) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000;</li> </ul> <p>and references to <b>“Controller”</b>, <b>“Data Controller”</b>, <b>“Data Processor”</b>, <b>“Data Subjects”</b>, <b>“Personal Data”</b>, <b>“Process”</b>, <b>“Processed”</b>, <b>“Processing”</b>, <b>“Processor”</b> and <b>“Supervisory Authority”</b> have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws</p>
<b>“Data Security Incident”</b>	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed

<b>“Database”</b>	a collection of names and addresses and/or other information and Data to be stored, amended, deleted or retrieved using the Computer System;
<b>“Deliverables”</b>	the subject matter of Contracts completed and delivered by Paragon in accordance with these Conditions, including Premiums;
<b>“Force Majeure”</b>	<ul style="list-style-type: none"> <li>(a) any acts, events omissions or accidents beyond Paragon’ reasonable control;</li> <li>(b) acts of God, flood, earthquake, windstorm or lightning,</li> <li>(c) fire or extreme weather condition;</li> <li>(d) epidemic or pandemic;</li> <li>(e) war, threat of or preparation for war, armed conflict, sabotage, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;</li> <li>(f) terrorist attack or threat of terrorist attack, insurrection, civil commotion or riots;</li> <li>(g) nuclear, chemical or biological contamination or sonic boom;</li> <li>(h) any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;</li> <li>(i) fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party);</li> <li>(j) loss at sea;</li> <li>(k) extreme weather conditions;</li> <li>(l) interruption or failure of utility service, including but not limited to electric power, gas, water, telecommunications or information technology networks;</li> <li>(m) any labour dispute, including but not limited to strikes, industrial action or lockouts (in each case whether or not involving the workforce of the party seeking to rely on this clause, or companies in the same group as such party);</li> <li>(n) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause);</li> <li>(o) act or omission of or failure or delay in performance by a delivery or postal company;</li> <li>(p) restraints or delays affecting carriers;</li> </ul>

	<ul style="list-style-type: none"> <li>(q) failure of a third party software manufacturer;</li> <li>(r) theft or malicious damage;</li> <li>(s) acts of hackers which could not have been prevented by taking reasonable precautions;</li> <li>(t) a Virus that cannot be detected or controlled by the use of reasonable anti-Virus protective measures;</li> <li>(u) difficulties in obtaining supplies, raw materials, labour, fuel and parts which could not have been prevented by taking reasonable precautions; and</li> <li>(v) collapse of building structures, breakdown or failure of plant or machinery, computers or vehicles which could not have been prevented by taking reasonable precautions;</li> </ul>
<b>“Group”</b>	together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time;
<b>“Integrity”</b>	safeguarding the accuracy and completeness of information and processing methods;
<b>“Intellectual Property Rights”</b>	all intellectual and industrial property rights (including patents, know how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights and unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, domain names, topography rights and any other rights in any invention, discovery or process) in all countries in the world and together with all renewals and extensions thereof;
<b>“International Transfer”</b>	a transfer of Agreement Personal Data which is undergoing Processing, or which is intended to be Processed after transfer, to a country outside the countries that comprise the European Economic Area from time to time and, in the event that the United Kingdom (or any part of it) falls outside the European Economic Area, the countries that comprise the European Economic Area and the United Kingdom (or that part of it)
<b>“In Writing”</b>	communication by letter, fax or email;
<b>“Liability”</b>	liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, a party’s obligations under the Contract, in each case howsoever caused including if caused by negligence;
<b>“Job”</b>	each task of providing a discrete set of items, including Deliverables, carried out as part of the Services by Paragon;
<b>“Jurisdictional Standards”</b>	any codes or standards in the jurisdiction of the Customer relating to advertising, sales promotion and marketing and credit standards, including the British Code of Advertising, Advertising Standards Agency, Sales Promotion and Direct Marketing,

Cheque and Credit Clearing Company (C&CCC) standards, the PhonepayPlus Code of Practice;

<b>“Paragon”</b>	means Paragon Global Brands Holdings Limited, company number 13802998 registered at Lower Ground Floor, Park House, 16-18 Finsbury Circus, London EC2M 7EB or such affiliate of Paragon Global Brands Holdings Limited which is party to the order or other sale contract incorporating these terms and conditions;
<b>“Premiums”</b>	Promotional consumer products to be provided by Paragon as described in a Brief;
<b>“Regulations”</b>	any law, legislation, instrument, rule, order, regulation, directive, requirement, guidance or byelaw which applies to, concerns or otherwise affects any party’s obligations under the Contract from time to time;
<b>“Relevant Personal Data”</b>	any personal data comprised in the Data;
<b>“Service/Services”</b>	the brand deployment services which Paragon is to perform pursuant to or in connection with the Contract and described in more detail in clause 2;
<b>“Sign-Off”</b>	the Customer’s final approval of the Deliverable proofs by signature of a form given to it by Paragon or its acceptance, In Writing, of the final proof;
<b>“Software”</b>	all software including computer programs, operating systems, file layouts and screen layouts and all associated files and data (including job control and other procedure language files, macros and file allocation tables);
<b>“Specification”</b>	the specification of each Job sent by Paragon to the Customer following receipt of the Brief by Paragon;
<b>“Sub-Processor”</b>	any third party appointed by Paragon to Process Agreement Personal Data
<b>“Transferring Employees”</b>	persons listed in a schedule to be agreed by the parties prior to the Transfer Date who it is agreed are employed by Paragon and wholly and/or mainly engaged in and assigned to the provision of the Services;
<b>“Transfer Date”</b>	the date on which there is a transfer of responsibility for the provision of the Services or part of the Services between Paragon, the Customer or any New Supplier (as the case may be) or (if applicable under local law) the date on which the Transferring Employees consent to the transfer from Paragon to the Customer or any New Supplier (as the case may be) whichever is the earliest;
<b>“TUD”</b>	the European Council Transfer of Undertakings Directive (2001/23/EC) and any Regulations which implement TUD in a specific country (in all cases, as amended);
<b>“Virus”</b>	any virus, worm, Trojan horse, logic bomb, time bomb, software locks, drop-dead devices, back door, trap door and any similar form of code which causes harm, damage or impedes the functionality or performance of any computer system or data;

<b>“Website”</b>	a website to be hosted by Paragon as part of the Services;
<b>“Working Day(s)”</b>	8.30am to 5.00pm Monday to Friday excluding national holidays
<b>“Written Notice”</b>	notice from one party to another by letter (excluding fax, email and comparable means of communication).

- 1.2. Any reference in these Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, consolidated, re-enacted, modified, extended or replaced at the relevant time.
- 1.3. The headings in these Conditions are for convenience only and shall not affect their construction or interpretation.
- 1.4. Any words in these Conditions following the words “include”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.5. The rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word “other” or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.
- 1.6. In these Conditions the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

## 2. SERVICES

- 2.1. In accordance with each Contract, Paragon shall provide Deliverables to the Customer which may include:
  - 2.1.1 two-dimensional (2D) printed items including: leaflets, brochures, books, posters, wobblers, banners, stickers, window graphics, floor graphics and paper shopping bags; and
  - 2.1.2 three-dimensional (3D) temporary point of sale materials including: totems, pallet wraps, show-cards, top cards, pillars, bridges; and
  - 2.1.3 Premiums, which shall be supplied in accordance with clause 3
- 2.2 Paragon shall manage the various suppliers and sub-contractors across the supply chain (which may include using, if appropriate, the Customer’s suppliers) for the provision of the Services. This shall include appointing suppliers, negotiating and agreeing contracts and terms with suppliers and negotiating and agreeing sub-contracts, prices and delivery terms.
- 2.3 The Services shall include the end to end process from Brief to delivery of the Job (if applicable) to either the Customer’s warehouse or other locations as set out in the relevant Specification.
- 2.4 In respect of each Contract:
  - 2.4.1 the Customer shall send a Brief to Paragon and Paragon shall prepare a Specification based on the information set out in the Brief. Paragon shall provide the Specification to the Customer for approval by the Customer. Following receipt of such approval (or otherwise), Paragon shall either begin provision of the Services or discuss and agree amendments to the Specification with the Customer, as applicable;
  - 2.4.2 upon reasonable request of the other party, the parties shall attend meetings (by

telephone conference, face to face meetings or by other means where appropriate) in order to facilitate the briefing process, consultancy and to establish project milestones;

2.4.3 Paragon shall only issue a purchase order to any third party suppliers following receipt of the Customer's order. Meeting delivery commitments is dependent on the Customer complying with its obligations and submitting orders in a timely manner and Paragon shall not be liable for any loss incurred by the Customer if Paragon is unable to provide the Services and/or Deliverables as a result of the Customer failing to comply with its obligations or failing to submit orders in a timely manner under the Contract; and

2.4.4 the Customer warrants that the Brief and any order shall be complete and accurate and contain all information necessary in order for Paragon to be able to provide the Services and/or Deliverables requested in the Brief in accordance with the Contract.

2.5 The Customer shall, at its sole expense:

2.5.1 provide Paragon, its employees, agents, consultants, subcontractors and suppliers with access to the Customer's premises, office accommodation and other facilities as reasonable required by Paragon in order to provide the Services and/or Deliverables;

2.5.2 where necessary, prepare the Customer's premises for the supply of the Services and/or Deliverables;

2.5.3 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which Services are to start; and

2.5.4 keep and maintain all materials, equipment, documents and other property of Paragon ("**Paragon Materials**") at the Customer's premises in safe custody at its own risk, maintain the Paragon Materials in good condition until returned to Paragon and not dispose of or use the Paragon Materials other than in accordance with Paragon's written instructions or authorisation.

### 3. PREMIUMS

3.1. The Customer may purchase Premiums from Paragon, in which case Paragon shall source such Premiums from a reputable Premiums supplier.

3.2. The Customer shall ensure that all relevant information in respect of the Premiums is included in the Brief, including any requirements of the Customer that the Premiums undergo particular testing or that any particular quality marks and/or certification are obtained in respect of the Premiums.

3.3. Upon receipt of a sample of the Premiums from Paragon and a Certificate of Conformance issued by the Premiums supplier, the Customer shall confirm its acceptance or otherwise of the Premiums, in which case Paragon shall either: (i) obtain the quantity of Premiums requested in the Specification from the Premiums supplier; or (ii) discuss and agree with the Premiums supplier (if necessary, in conjunction with further discussions with the Customer) any amendments required to be made to the Premiums as requested by the Customer.

### 4. SUPPLY CHAIN

4.1. The Customer acknowledges and agrees that Paragon levies upon its suppliers and sub-contractors supply chain programme management charges which comprise allowances for, amongst other items, supplier contributions to environmental and quality improvement programmes, access to Paragon's procurement teams, access to Paragon's market, inclusion in (and administration associated with) IQ (Paragon's IQ instant pricing tool, e- procurement and marketing data software), auditing, colour management, consultancy and associated



overhead. It is agreed that Paragon shall retain these charges and that they shall not be factored into (i) the price payable for the Services and/or the Deliverables; (ii) any discounts and/or savings agreed between Paragon and the Customer; and/or (iii) any other agreements between Paragon and the Customer in respect of payments and/or calculations made under the Contract.

#### **4.2. ACCEPTANCE AND AMENDMENT**

- 4.3. Subject to any variation under clause 4.7 the Contract will be on these Conditions to the exclusion of all other terms and conditions and all previous oral or written representations. No terms or conditions endorsed upon, delivered with or contained in the Customer's Brief, order, confirmation of order, specification or other document will form part of the Contract whether or not such document is referred to in the Contract.
- 4.4. Paragon may provide a quotation to the Customer by post, fax, email, electronic transfer or verbal communication.
- 4.5. Provided that Paragon has not previously withdrawn it, a quotation given by Paragon is only valid for a period of thirty Working Days from its date, unless otherwise expressly agreed by Paragon In Writing. Each order or acceptance of a quotation for Deliverables or Services (including the sending of a Brief to Paragon) by the Customer shall be deemed to be an offer by the Customer to purchase Deliverables or Services subject to these Conditions and the terms set out in the quotation.
- 4.6. No order or Brief placed by the Customer shall be deemed to be accepted by Paragon until the order is either acknowledged by Paragon In Writing following receipt of approval of the Specification by the Customer in accordance with clause 2.4.1 or (if earlier) Paragon begins producing the Deliverables or performing the Services.
- 4.7. These Conditions apply to all sales of Deliverables and Services by Paragon and any variation to these Conditions and any representations about the Deliverables or Services shall have no effect unless expressly agreed In Writing and signed by an authorised representative of Paragon.

#### **5. SPECIFICATION**

- 5.1. The quantity and description of the Deliverables and/or Services shall be as set out in the Specification.
- 5.2. Paragon may make any changes to the Specification, design, materials or finishes of the Deliverables or provision of the Services:
  - 5.2.1 which are required to conform with any applicable safety or other statutory or regulatory requirements;
  - 5.2.2 are required to prevent the Deliverables infringing third party Intellectual Property Rights; or
  - 5.2.3 which, in Paragon' reasonable opinion, do not materially affect their quality or performance.
- 5.3. Paragon reserves the right to cease provision of the Services and/or Deliverables if necessary to comply with any Applicable Laws and/or any applicable safety or regulatory requirements.
- 5.4. All advertising, samples, artwork, specifications, illustrations or descriptive material made available by Paragon and any descriptions or illustrations contained in Paragon' sales literature, catalogues, brochures, quotation, price list, acknowledgement of order, invoice, service level agreement or other document or other information issued by Paragon (including on its website) are issued or published for the sole purpose of giving an approximate idea of the Deliverables or Services described in them. They will not form part of the Contract unless specifically stated

otherwise. All documents containing such illustrative or descriptive material (as well as the Intellectual Property Rights in such material) shall remain the exclusive property of Paragon or its third party licensors, and must not be copied, loaned or transferred.

5.5 Any typographical, clerical or other error or omission in any of the documents referred to in clause 5.2 shall be subject to correction without any liability on the part of Paragon.

5.6 The Customer must ensure that the terms of the Brief are complete and accurate, and any artwork, sketches, files containing Data, specifications, descriptions, information or other instructions supplied by the Customer or by any agent or representative of the Customer in connection with the manufacture or sale of the Deliverables or provision of the Services are supplied to Paragon in the manner (including without limitation regarding format and method of delivery) directed by Paragon and are accurate, unambiguous and clearly legible and meet the Customer's requirements.

5.7 To the extent that the Customer's specification and/or Brief does not comply with the recommendations made by Paragon or with the requirements of the relevant delivery or postal company, Paragon shall not be liable for:

5.7.1 any delay in or inability to perform the Services;

5.7.2 any additional costs incurred in performance of the Services;

5.7.3 any defect or error in the Deliverables or Services;

5.7.4 errors in the delivery of the Deliverables or Services; or

5.7.5 additional costs associated with the delivery of the Deliverables or Services,

and, to the extent that any additional costs are incurred by or charged to Paragon as a result of such failure, such costs shall be payable by the Customer.

5.8 Where Paragon is supplied with Customer Materials or is requested to use specific material by the Customer when undertaking the Services:

5.8.1 Paragon will not be liable for any delay in or inability to perform the Services or for any additional costs incurred in performance of the Services or for any defect or error in the Deliverables or Services or errors in or additional costs associated with their delivery to the extent that such delay, inability, costs, defect or error were caused by defects in or unsuitability of the Customer Materials or specified materials, or the Customer's failure to supply the Customer Materials to Paragon in the manner (including without limitation regarding format and method of delivery) directed by Paragon, it being noted and agreed that Paragon may not be able to identify defects in the Customer Materials or specified materials, or the unsuitable nature of the Customer Materials or specified materials until production has commenced, and where additional costs are incurred by Paragon such costs shall be recoverable from the Customer;

5.8.2 Paragon may reject any of the Customer Materials or specified materials which in its opinion are unsuitable;

5.8.3 Paragon may, if the Customer Materials or specified materials are found to be unsuitable during production or have been supplied to Paragon otherwise than in the manner (including without limitation regarding format and method of delivery) directed by Paragon, charge the additional production costs incurred to the Customer after notifying, where possible, the Customer In Writing of the unsuitability of the Customer Materials or specified materials;

5.8.4 Paragon accepts no responsibility for imperfect work caused by defects in or

unsuitability of the Customer Materials or specified materials; and

- 5.8.5 the Customer must ensure that the ordered quantities of the Customer Materials are adequate to cover spoilage.
- 5.9 Work done whether experimentally or otherwise at the Customer's request will be charged separately or included in Paragon's invoice at Paragon's option.
- 5.10 Unless otherwise specifically agreed In Writing by the parties, Paragon shall be entitled to affix to or print Paragon's name and/or trade or other marks on any Deliverable and the year in which copyright arose in the Deliverable.

## **6. SIGN OFF**

- 6.1. Paragon will provide the Customer with proofs of the Deliverables or Services prior to the provision of the Services, which the Customer will proof read and, if necessary, edit before returning to Paragon for amendment if amendment is necessary. The Customer must Sign-Off proofs in sufficient time for Paragon to meet the production schedule. Paragon shall advise the Customer of the latest date for Sign-Off. The Customer will only proof read subsequent amended proofs provided by Paragon against the amendments made to the initial proof. It is Paragon's responsibility to ensure that the remainder of the proof is correct. Prior to print but following final checking of the proof, Paragon will ask the Customer to Sign-Off the amended version of the proof.
- 6.2. Except as set out in clause 6.1 above, following Sign-Off Paragon will not be responsible for errors in the printed Deliverables, unless it has failed to print strictly in accordance with the proofs Signed-Off by the Customer.
- 6.3. The Customer shall pay for any re-prints that may be necessary due to the Customer's failure to amend the proofs correctly prior to Sign-Off. Paragon shall produce at no additional cost to the Customer any re-prints that may be necessary due to Paragon's failure to print the Deliverables strictly in accordance with the approved versions.
- 6.4. Paragon may charge the Customer an additional charge (which may include standing time if a printing press or other equipment is subsequently inactive) if alterations, additional proofs and/or other works are carried out:
- 6.4.1 at the Customer's request after proofs or samples have been Signed-Off;
  - 6.4.2 where style, type or layout is left to Paragon's judgment and the Customer requests variations to that aspect or aspects of the proof; or
  - 6.4.3 where drawings, proofs or other instructions supplied to Paragon by the Customer are not clear and/or legible.

## **7. CANCELLATION OF ORDERS**

- 7.1. No order or Brief which has been accepted by Paragon may be cancelled by the Customer except with the agreement of Paragon In Writing and on the terms that the Customer shall indemnify Paragon in full against all losses including any loss of profit or any indirect or consequential loss or damage (whether for loss of business, depletion of goodwill or otherwise), costs (including the cost of all labour and materials used), expenses, damages, charges or other claims for consequential compensation whatsoever suffered or incurred by Paragon as a result of such cancellation, subject to Paragon's obligation to mitigate its loss.

## **8. DATA PROTECTION**

- 8.1. The Customer authorises Paragon, on its own behalf and on behalf of the other members of its Group (as applicable), to Process the Agreement Personal Data during the term of the Contract as

a Data Processor/Processor for the purpose set out in the Data Processing Annex.

- 8.2. The Customer warrants to Paragon, on its own behalf and on behalf of the other members of its Group, that:
  - 8.2.1. it has all necessary rights to authorise Paragon and any Sub-Processors to Process Agreement Personal Data in accordance with the Contract and the Data Protection Laws; and
  - 8.2.2. its instructions to Paragon and/or any Sub-Processor(s) relating to Processing of Agreement Personal Data will not put Paragon or any Sub-Processors in breach of Data Protection Laws.
- 8.3. If Paragon reasonably considers that any instructions from the Customer or a member of its Group relating to Processing of Agreement Personal Data may put Paragon and/or any Sub-Processors in breach of Data Protection Laws and/or the Jurisdictional Standards and/ or any provision of the Contract, Paragon will be entitled not to carry out that Processing and will not be in breach of the Contract or otherwise liable to the Customer or any member of its Group as a result of its failure to carry out or delays in carrying out that Processing.
- 8.4. Each party will comply with the Data Protection Laws in respect of Agreement Personal Data.
- 8.5. Without prejudice to any provisions in the Contract expressly relating to subcontracting, the Customer gives general authorisation for Paragon to appoint other Processors and/or Sub-Processors to Process Agreement Personal Data for the purposes of Paragon performing its obligations and exercising its rights under the Contract. Paragon will inform the Customer of (but will not be required to obtain the Customer's consent to) any intended changes concerning the addition or replacement of such Processors and/or Sub-Processors.
- 8.6. If Paragon appoints a Sub-Processor, Paragon will put a written contract in place between Paragon and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor substantially similar terms as appropriate to the sub-Processing they will undertake. Paragon will remain liable to the Customer for performance of the Sub-Processor's obligations.
- 8.7. Paragon will:
  - 8.7.1. Process the Agreement Personal Data only on documented instructions from the Customer or the relevant member of its Group (unless Paragon or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with Applicable Laws, in which case Paragon will notify the Customer of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to the Customer). For the purpose of this **clause 8.7.1**, the obligations on Paragon to perform the Services and/ or to deliver the Deliverables are documented instructions. Nothing in this **clause 8.7.1** will permit the Customer to vary Paragon's obligations and/or any instructions under the Contract than with Paragon's prior written agreement. Any requests by the Customer to vary Paragon's obligations and/or any instructions must be sent to [ContractManagement@Paragon.com](mailto:ContractManagement@Paragon.com);
  - 8.7.2. without prejudice to **clauses 8.2.2** and **8.4**, promptly inform the Customer upon becoming aware if, in its reasonable opinion, any instruction received from the Customer or a member of its Group infringes any Data Protection Laws;
  - 8.7.3. ensure that any individual authorised to Process Agreement Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality;
  - 8.7.4. at the option of the Customer, delete or return to the Customer all Agreement Personal Data after the end of the provision of Services and/ or Deliverables relating to Processing, and delete any remaining copies. Paragon will be entitled to retain any Agreement Personal Data which:

- 8.7.4.1. it has to keep to comply with any Applicable Law;
- 8.7.4.2. it is required to retain for insurance, accounting, taxation, legal, regulatory or record keeping purposes;
- 8.7.4.3. is necessary to reproduce products, assess quality and investigate and resolve quality and performance issues.

This **clause 8** will continue to apply to retained Agreement Personal Data; and

- 8.7.5. notwithstanding any provision to the contrary in the Contract, be entitled to delete the Agreement Personal Data in accordance with its normal data cleansing policies.

8.8. Paragon will only make an International Transfer if:

- 8.8.1. the government of the country or any relevant jurisdiction where Paragon carries out the Services and/ or supplies the Deliverables or the European Commission (as applicable) makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
- 8.8.2. Paragon or the relevant Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the Customer will execute any documents (including data transfer agreements) relating to that International Transfer which Paragon or the relevant Sub-Processor requires it to execute from time to time; or
- 8.8.3. Paragon or the relevant Sub-Processor is required to make the International Transfer to comply with Applicable Laws, in which case Paragon will notify the Customer of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to the Customer on public interest grounds.

Paragon will, upon request from the Customer, provide the Customer with details of the locations of International Transfers where Agreement Personal Data is transferred and the adequate safeguards it has in place in respect of such International Transfers.

8.9. Paragon will:

- 8.9.1. implement appropriate technical and organisational measures (i) as set out in the Contract; or (ii) where no specific security measures are set out, to ensure a level of security appropriate to the risk of the Processing undertaken by Paragon under the Contract;
- 8.9.2. notify the Customer without undue delay after becoming aware of a Data Security Incident;
- 8.9.3. be entitled not to carry out Processing of Agreement Personal Data and will not be in breach of the Contract or otherwise liable to the Customer or any member of its Group as a result of its failure to carry out such Processing if Paragon reasonably considers that the Processing of Agreement Personal Data may result in a Data Security Incident;
- 8.9.4. provide reasonable assistance to the Customer (at the Customer's cost) in:
  - 8.9.4.1. complying with its obligations under the Data Protection Laws relating to the security of Processing Agreement Personal Data;
  - 8.9.4.2. responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
  - 8.9.4.3. documenting any Data Security Incidents and reporting any Data Security Incidents

to any Supervisory Authority and/or Data Subjects; and

- 8.9.4.4. conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

8.10. Paragon will:

- 8.10.1. make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this **clause 8**; and
  - 8.10.2. without prejudice to any audit provisions set out in the Contract, allow for and contribute to up to one audit per calendar year and any additional audits required in writing by the Information Commissioner's Office, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that the Customer gives Paragon at least 14 days' prior written notice of each such audit and that each audit is carried out at the Customer's cost, during Paragon's normal business hours, so as to cause the minimum disruption to Paragon's business and without the Customer or its auditor having any access to any data belonging to a person other than the Customer or members of its Group. Any materials disclosed during such audits and the results of and/or outputs from such audits will be kept confidential by the Customer and each member of its Group.
- 8.11. The Customer has sole responsibility for and shall ensure (and shall procure that each member of the Customer's Group ensures) that:
- 8.11.1. it has all necessary rights to authorise Paragon and its Sub-Processors to Process Agreement Personal Data in accordance with the Contract and the Data Protection Laws;
  - 8.11.2. it has provided adequate fair processing notices to, and obtained all necessary consents from all Data Subjects to enable Paragon and its Sub-Processors to Process the Agreement Personal Data for the purposes of providing the Services and performing its obligations and exercising its rights as set out in the Contract in compliance with the Data Protection Laws and all guidance issued by the European Data Protection Board, Article 29 Working Party, Information Commissioner's Office and any other supervisory authorities;
  - 8.11.3. it shall provide Paragon with only Agreement Personal Data that is adequate, readable, relevant, limited to what is necessary for the lawful purposes for which they are processed, permissible under the Data Protection Laws and not corrupt, lost, damaged, degraded or otherwise unusable;
  - 8.11.4. it will ensure that all Agreement Personal Data that it shares with or makes available to Paragon and/or any member of Paragon's Group is encrypted using AES-256 encryption or higher, password protected and otherwise subject to technical and organisational measures to ensure a level of security appropriate to the risk;
  - 8.11.5. it complies with information security management standards equivalent to ISO/IEC 27001 and, where payment card data will be processed by the Customer, PCI DSS;
  - 8.11.6. all Agreement Personal Data provided to Paragon is accurate and where necessary, kept up to date; and
  - 8.11.7. its instructions to Paragon relating to Processing of Agreement Personal Data will not breach, and will not put either party in breach of, Data Protection Laws.
- 8.12. The Customer will reimburse Paragon for all additional costs and liabilities incurred by Paragon resulting from any failure or delay(s) by the Customer to comply with its obligations under the Contract (including in **clause 8.11** of the Contract).

## **9. PRINTING**

- 9.1. Films, plates, dye cutters, perforations, stereos and other materials owned by Paragon or one of its subcontractors and used by it in the production of Deliverables shall remain the exclusive property of the owner. When such items are supplied by the Customer they shall remain the Customer's property.
- 9.2. All final artwork and film (not in digital artwork) will be held by Paragon for a maximum period of 12 months from Sign Off.

## **10. DELIVERY/RISK**

- 10.1. Except where expressly agreed In Writing between Paragon and the Customer, delivery of the Deliverables shall be made ex-works (delivery to take place at Paragon's premises or the premises of its sub-contractors as applicable) as defined in Incoterms 2000 and the Services shall be performed at the place specified in the Specification.
- 10.2. The Customer will take delivery of the Deliverables on a date to be agreed between the parties. Delivery of the Deliverables or performance of the Services will be made during Paragon's usual business hours.
- 10.3. If the Customer has any special requirements regarding delivery (including in relation to the quantity of Deliverables delivered, place of delivery or method of delivery) the Customer shall request this In Writing at the time of ordering.
- 10.4. Paragon shall use reasonable endeavours to deliver the Deliverables or perform the Services within the time agreed when the Customer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery or performance shall not be of the essence. If, despite those endeavours, Paragon is unable for any reason to fulfil any delivery or performance on the specified date, Paragon will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will Paragon have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) for any delay or failure in delivery or performance except as set out in this clause 10.4. Any delay in delivery or performance will not entitle the Customer to cancel the order, unless and until the Customer has given 10 Working Days' Written Notice to Paragon, requiring the delivery or performance to be made, and Paragon has not fulfilled the delivery or performance within that period. If Paragon has failed to effect delivery or performance at the expiry of such 10 Working Day period, then the Customer may cancel any part of an order which has not been fulfilled. If the Customer cancels any part of an order which has not been fulfilled, in accordance with this clause 10.4, then:
  - 10.4.1 Paragon will issue a credit note (at the pro-rata Contract rate) to the Customer in respect of sums which the Customer has paid to Paragon pursuant to that order or part of the order which relates to any Deliverables which Paragon has failed to deliver, or Services which Paragon has failed to perform; and
  - 10.4.2 the Customer will be under no liability to make any further payments under clause 14 in respect of that order or part of the order which relates to any Deliverables which Paragon has failed to deliver, or Services which Paragon has failed to perform.
- 10.5. The quantity of any consignment of Deliverables as recorded by Paragon upon despatch from Paragon's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 10.6. If, to assist the Customer in removing the Deliverables from point of delivery, Paragon, its employees, agents or sub-contractors load any of the Deliverables free of charge, no liability whatsoever (except liability for death or personal injury resulting from Paragon's, its employees',

agents' or its sub-contractor's negligence) shall be incurred by Paragon (including where arising from Paragon' negligence), its employees, agents or sub-contractors and the Customer shall indemnify Paragon, its employees, agents and subcontractors in respect of any such liability.

- 10.7 If the Customer, its employees, agents or sub-contractors, request the use of Paragon' property, including any lifting equipment or transport, to assist in the loading or unloading of the Deliverables, the Customer accepts all liability for all the associated risks and agrees to comply fully with any instructions issued by Paragon.
- 10.8 If for any reason the Customer will not accept delivery of any of the Deliverables when they are ready for delivery, or Paragon is unable to deliver the Deliverables on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- 10.8.1 risk in the Deliverables will pass to the Customer and following risk passing to the Customer Paragon shall have no liability for those Deliverables (including for loss or damage caused by Paragon' negligence);
- 10.8.2 the Deliverables will be deemed to have been delivered and Services deemed to have been performed on the due date; and
- 10.8.3 Paragon may store the Deliverables until delivery and the Customer will be liable for all related costs and expenses (including storage and insurance).
- 10.9 Unless otherwise expressly agreed In Writing between the parties, if Paragon delivers to the Customer a quantity of Deliverables of up to 10% more or less than the quantity ordered, the Customer shall not be entitled to object to or reject the Deliverables or any of them by reason of the surplus or shortfall and shall pay for any such surplus Deliverables at the pro rata Contract rate.

## **11. OWNERSHIP**

- 11.1. Ownership of the Deliverables shall not pass to the Customer until Paragon has received in full (in cash or cleared funds) all sums due to it in respect of the Deliverables and Services and all other sums which are or which become due to Paragon from the Customer on any account.
- 11.2. Until ownership of the Deliverables passes to the Customer, the Customer must:
- 11.2.1 hold the Deliverables on a fiduciary basis as Paragon' bailee;
- 11.2.2 store the Deliverables (at no extra cost to Paragon) separately from all other Deliverables of the Customer or any third party in such a way that they remain readily identifiable as Paragon' property;
- 11.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Deliverables; and
- 11.2.4 maintain the Deliverables in satisfactory condition insured on Paragon' behalf for their full price against all risks to the reasonable satisfaction of Paragon. On request the Customer shall produce the policy of insurance to Paragon.
- 11.3 The Customer may resell the Deliverables before ownership has passed to it solely on the following conditions:
- 11.3.1 any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall account to Paragon; accordingly, and
- 11.3.2 any such sale shall be a sale of Paragon' property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.



- 11.4 The Customer's rights to possession of the Deliverables shall terminate immediately if any of the circumstances set out in clause 18.1 occur.
- 11.5 Paragon shall be entitled to recover payment for the Deliverables notwithstanding that ownership of any of the Deliverables has not passed from Paragon.
- 11.6 The Customer grants Paragon, its agents and employees an irrevocable licence at any time to enter any premises where the Deliverables are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 11.7 On termination of the Contract, howsoever caused, Paragon' rights contained in this clause 11 shall remain in effect.

## **12. CUSTOMER'S PROPERTY**

- 12.1. Paragon will take reasonable care of any property of the Customer left with it for the purpose of the Contract save that all property supplied to Paragon by or on behalf of the Customer will remain at the risk of the Customer.
- 12.2. Paragon reserves the right to make a reasonable charge for storage of any property of the Customer left with it, including excess Deliverables and Customer Materials. If the Customer does not wish to pay for such storage Paragon may destroy the Deliverables and/or Customer Materials after giving the Customer not less than four weeks' notice of the charge for storage.
- 12.3. Any Deliverables rejected by the Customer or by Paragon shall remain the property of Paragon who may dispose of the same in any way in which it thinks fit.

## **13. PRICES**

- 13.1. Quotations for Deliverables or a Service which comprises printing are made subject to the suitability and availability of drawings, proofs or other instructions to be provided by the Customer to Paragon and of any Customer Materials (whether charged to Paragon or not) and of any materials to be supplied by Paragon which are specially requested by the Customer and which are not normally used by Paragon in the course of its business.
- 13.2. All quotations are made on the basis of the use of industry standard processed colours. If the Customer wishes to use other colours, Paragon may charge an additional charge.
- 13.3. Unless otherwise agreed In Writing the price payable by the Customer shall be the price set out in Paragon' quotation or, where applicable, Paragon' published price list or pricing matrix current at the date of delivery of the Deliverables or provision of the Services and is exclusive of:
  - 13.3.1 any costs of loading and carriage of the Deliverables;
  - 13.3.2 any export or import tax and/or duties;
  - 13.3.3 any value added tax or other applicable sales tax or duty which will be added to the sum in question; and
  - 13.3.4 any expenses which Paragon reasonably incurs in the provision of the Services.
- 13.4 Prices may be altered by Paragon without notice to the Customer (although Paragon will endeavour to give reasonable notice to the Customer verbally or In Writing) to reflect increases in the cost of manufacture or distribution of the Deliverables or increases in the cost of providing the Services which are due to:
  - 13.4.1 any factor beyond the reasonable control of Paragon; this includes foreign exchange fluctuation, currency regulation, alteration of duties, charges and

taxes, increases in the cost of labour, materials, other manufacturing costs, service costs and transport costs;

- 13.4.2 any change in delivery dates, quantities or specifications for the Deliverables or Services requested by the Customer;
  - 13.4.3 any delay in Paragon receiving Customer Materials or receiving Customer Materials of inferior quality which require replacing;
  - 13.4.4 any delay caused by any instructions of the Customer or failure of the Customer to give Paragon adequate information or instructions; or
  - 13.4.5 any failure of the Customer to provide Customer Materials and/or a specification which complies with the requirements of the relevant delivery or postal company.
- 13.5 Any dispute as to the amount of any increase in price shall be governed by the dispute resolution procedure in clause 21.
- 13.6 If the Customer requires delivery of the Deliverables or provision of the Services to be expedited or notifies Paragon of any special requirements regarding delivery of the Deliverables or provision of the Services, Paragon may charge the Customer an additional sum to cover additional costs incurred including overtime payable to its employees or sub-contractors.

#### **14. PAYMENT**

- 14.1. Unless otherwise agreed In Writing or stated on Paragon' quotation, invoices are due for payment by the Customer no later than 30 days from the invoice date.
- 14.2. Time for payment shall be of the essence.
- 14.3. Paragon reserves the right at any time before proceeding or proceeding further with a Contract to demand full or partial payment of monies due and payable under the Contract and under any other contract between Paragon and the Customer.
- 14.4. Payments shall be made in such currency and into such bank account as Paragon shall nominate from time to time In Writing.
- 14.5. Payment will not be deemed to have been received until Paragon has received cleared funds.
- 14.6. All payments payable to Paragon under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 14.7. The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Paragon to the Customer.
- 14.8. If the production or delivery of the Deliverables or the provision of the Service is suspended at the request of the Customer or delayed due to the default of the Customer, Paragon may charge the Customer for the work carried out to such time, any materials ordered for the Customer and any other additional costs incurred as a result of such suspension or delay, and such charge shall be payable immediately by the Customer.
- 14.9. If the Customer defaults on any payment then, without prejudice and in addition to Paragon' other rights under the Contract, Paragon may suspend work, delay or withhold delivery or cancel the Contract or suspend work, delay or withhold delivery under or cancel any other contract between Paragon and the Customer and retain any progress payments or payments

on account already received under the Contract or under any other contract between Paragon and the Customer.

- 14.10. If the Customer fails to make any payment under the Contract on the due date then (without prejudice to its other rights and remedies) Paragon may charge the Customer interest (both before and after judgment) on the amount unpaid at the annual rate of 4% above the European Central Bank's base rate from time to time, accruing on a daily basis, until payment is made in full.
- 14.11. Paragon shall have a lien on all undelivered Customer Materials or other goods being the subject of the Contract for all monies due from the Customer to Paragon under any contract between them.
- 14.12. The Customer shall indemnify and keep indemnified Paragon from and against any costs (including legal costs on an indemnity basis), expenses and other liabilities which Paragon may reasonably incur either before or after the commencement of any action, in connection with any legal proceedings Paragon may bring in respect of a breach by the Customer of any of its obligations under the Contract or warranties given by the Customer under the Contract including proceedings for the collection of any sums due from the Customer pursuant to the Contract together with the enforcement of any settlement or judgement obtained in respect thereof.

## **15. CONDITIONS, WARRANTIES AND QUALITY**

- 15.1. It is a condition of the Contract that:
- 15.1.1 any Data, specification or other materials (including the Customer Materials) provided by the Customer to Paragon for the purpose of Paragon carrying out the Services shall:
    - 15.1.1.1 not be defamatory, offensive or abusive; or
    - 15.1.1.2 not be of an obscene, nuisance or threatening nature; or
    - 15.1.1.3 not be calculated to demean or be discriminatory of any person or vitiate their human or moral rights; and
    - 15.1.1.4 comply with the provisions of clause 17.2;
  - 15.1.2 the Customer complies with the provisions of clause 8; and
  - 15.1.3 the Customer complies with the provisions of clause 17.4.
- 15.2 Paragon warrants that the Services will be provided with reasonable care and skill.
- 15.3 Paragon warrants that (subject to the other provisions of these Conditions) upon delivery and for a reasonable period of time from the date of delivery the Deliverables will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994). Unless otherwise expressly agreed In Writing between the parties, Paragon will have sole discretion to determine what constitutes a reasonable period of time for the purposes of this clause, taking certain factors into account (including the Customer's storage procedures).
- 15.4 Subject to clause 16.1, Paragon shall not be liable for any defects in the Deliverables or in the performance of the Services, or for breach of the warranty in clauses 15.2 and 15.3 if:
- 15.4.1 the defect arises because the Customer failed to follow Paragon' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good trade practice; or

- 15.4.2 Customer alters or repairs such Deliverables without the written consent of Paragon;
- 15.4.3 the defect in such Deliverables or Services arises from any design defect in any drawing, design or specification supplied or approved by the Customer or from the Customer failing to amend the proofs correctly prior to Sign Off;
- 15.4.4 the defect arises due to the Customer's failure to provide Paragon with Databases on time and/or in accordance with clause 8; and/or
- 15.4.5 the defect arises due to the failure, inadequacy and/or incompatibility of the Customer's and/or the Customer Employees' hardware, software and/ or internet service provision.
- 15.5 Subject to clause 15.1, Paragon shall not be liable for a breach of any of the warranties in clauses 15.2 and 15.3 unless the Customer gives notice In Writing of such alleged breach within five Working Days of:
  - 15.5.1 the date of the provision of the Services or date of delivery of the Deliverables (where the defect would be apparent to the Customer upon a reasonable inspection); or
  - 15.5.2 (in the case of non-delivery of the Deliverables or non-provision of the Services) the date when the Deliverables would in the ordinary course of events have been received or when the Services would have been performed; or
  - 15.5.3 the date when the Customer knew or ought reasonably to have known of the defect (where the defect would not be apparent to the Customer upon a reasonable inspection).
- 15.6 Subject to clauses 15.4 and 15.5, if any of the Deliverables or Services do not conform with any of the warranties in clauses 15.2 and 15.3 Paragon shall at its option repair or replace such Deliverables (or the defective part) or re-perform the Services (or the defective part) or refund the price of such Deliverables or Services at the pro rata Contract rate provided that, if Paragon so requests, the Customer shall return the Deliverables or the part of such Deliverables which is defective to Paragon.
- 15.7 If Paragon produces a Deliverable or performs a Service which, in Paragon's reasonable opinion, is fit for its purpose, albeit not exactly conforming to the specification which has been agreed In Writing by the parties, the Customer shall not be entitled to reject the Deliverable or Service immediately, but shall enter into good faith negotiations with Paragon to agree a suitable credit note or reduction in price.
- 15.8 If Paragon complies with clauses 15.6 and/or 15.7 it shall have no further liability for a breach of any of the warranties in clauses 15.2 and 15.3 in respect of such Deliverables or Services.

## **16. LIMITATION OF LIABILITY**

16.1. Paragon does not limit or exclude its Liability (if any) to the Customer:

- 16.1.1 for breach of Paragon's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- 16.1.2 for personal injury or death resulting from Paragon's negligence;
- 16.1.3 under section 2(3) Consumer Protection Act 1987;
- 16.1.4 for any matter which it would be illegal for Paragon to exclude or to attempt to exclude its liability; or

16.1.5 for fraud or fraudulent misrepresentation.

16.2 Except as provided in clauses 6.3, 10.4, 15.6, 15.7 and 16.1, and save for any failure by Paragon to comply with its obligations under clause 8 (Data Protection) and/ or any Data Protection Laws, which shall be subject to the provisions of clauses 16.3 and 16.5 and 16.6, Paragon will be under no Liability to the Customer whatsoever for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

16.2.1 any of the Deliverables, Services or the manufacture or sale or supply, or failure or delay in supply, of the Deliverables, Services by Paragon or on the part of Paragon' employees, agents or sub-contractors;

16.2.2 any breach by Paragon of any of the express or implied terms of the Contract;

16.2.3 any use made or resale by the Customer of any of the Deliverables, or of any Deliverable incorporating any of the Deliverables; or

16.2.4 any statement made or not made, or advice given or not given, by or on behalf of Paragon

or otherwise under the Contract.

16.3. Subject to clause 16.1 Paragon will be under no Liability to the Customer and/or any member of the Customer's Group:

16.3.1. for any pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss (whether direct, indirect or consequential) or any indirect or consequential loss howsoever caused and arising out of or in connection with any failure by Paragon to comply with its obligations under **clause 8** (Data Protection) and/ or any Data Protection Laws; and/ or

16.3.2. to the extent:

16.3.2.1. arising from or in connection with any failure by the Customer and/or any member of the Customer's Group to comply with Data Protection Laws;

16.3.2.2. arising from or in connection with any failure by the Customer and/or any member of the Customer's Group to comply with the provisions of clauses 8 and 17.2.5 of the Contract;

16.3.2.3. arising from or in connection with Paragon complying with any written instructions from the Customer and/or any member of the Customer's Group; and

16.3.2.4. that any costs, claims, demands, expenses and liabilities result from or are aggravated by the Customer's and/or any member of the Customer's Group's failure to comply with Data Protection Laws and/or the Contract.

**The Customer's attention is in particular drawn to the provisions of clauses 16.4 to 16.7**

16.4 Except as set out in clauses 6.3, 10.4, 15.6, 15.7 and 16.1, Paragon hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

16.5 Subject to clause 16.1, Paragon' Liability arising out of or in connection with any failure by Paragon to comply with its obligations under clause 8 (Data Protection) and/or any Data

Protection Laws will be limited to the lesser of:

- 16.5.1 200% of the price paid and/or payable to Paragon by the Customer under the Contract; and
  - 16.5.2 £1 million (one million pounds sterling).
- 16.6 Subject to clauses 16.1 and 16.5, Paragon' aggregate liability whether in contract, tort, misrepresentation, restitution, under statute or otherwise, in each case howsoever caused including if caused by negligence and arising out of or in connection with all failures by Paragon to comply with its obligations under any Data Protection Laws which occur in any calendar year will be limited to the lesser of:
- 16.6.1 200% of the price paid and/ or payable to Paragon by the Customer under all Contracts in the relevant calendar year; and
  - 16.6.2 £1 million (one million pounds sterling).
- 16.7 Subject to clause 16.1 and except in respect of any liability to which clause 16.5 or 16.6 applies, Paragon Liability will be limited to the price paid and/or payable under the Contract or if delivery is by instalments or performance is in stages, that part of the Contract to which the delivery or performance relates together with any sums for which Paragon is liable pursuant to clause 10.4.
- 16.8 Subject to clause 16.1, Paragon shall not be liable:
- 16.8.1 to the Customer where the content of any Deliverable is in breach of Applicable Laws where Paragon (or its sub-contractor and/or a member of the Paragon Group) has printed such content in accordance with the instructions of the Customer; or
  - 16.8.2 unless otherwise set out in the Specification and agreed with Paragon as part of the ordering process, where any Deliverable is in breach of or fails or does not conform with any requirements relating to testing, certification, awards, conformity marking, official standards, registration or other accreditation or approvals (whether relating to quality and safety or otherwise).
- 16.9 The Customer acknowledges that a failure by the Customer to comply with **clauses 8 and 17.2.5** of the Contract and/or the Data Protection Laws could result in losses, liabilities, costs, damages, claims, proceedings and/or expenses being suffered by (i) Paragon; (ii) members of Paragon' Group; and/or (iii) its Sub-Processors.
- 16.10 The Customer shall indemnify Paragon against all liability, actions, proceedings, costs, claims, damages or demands in any way connected with the Contract brought or threatened to be brought against Paragon by any third party except to the extent Paragon is liable to the Customer in accordance with these Conditions.

## 17. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 17.3. Paragon shall not produce or deliver any Deliverables or send (as part of the Services) any communications which, in Paragon' sole opinion, would contravene clause 17.2.
- 17.4. The Customer warrants that any Deliverable, Customer Materials or communication sent as part of the Services:
- 17.2.1 where required by applicable law, prominently displays the identity of the Customer and its online and offline contact details (including the full company name, the legal address and other registration details, any other terrestrial contact address, the email address and the terrestrial telephone number) and the VAT or other applicable tax number of the Customer;

- 17.2.2 is clear and unambiguous;
- 17.2.3 is truthful and does not contain any misrepresentation with respect to Deliverables or services offered by the Customer, or any misleading or deceptive information;
- 17.2.4 does not contain any unlawful, threatening, abusive, libellous, harassing, blasphemous, defamatory, obscene, pornographic, profane, or otherwise objectionable information, and in particular does not contain any statement constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law;
- 17.2.5 complies with and does not contravene any Applicable Laws, codes of practice and regulations from time to time including, without limitation, the Data Protection Laws, the Jurisdictional Standards or any other relevant legislation, legal instrument or guidance and the Customer must sign off the proof of such Deliverables or Services in accordance with clause 5;
- 17.2.6 does not contain anything which infringes or is alleged to infringe the Intellectual Property Rights of a third party; and
- 17.2.7 does not contain, by the Customer's design or intent, any Viruses.
- 17.3 The Customer shall indemnify and keep indemnified Paragon against all actions, costs (including reasonable legal fees), claims, proceedings and demands arising directly or indirectly from:
  - 17.3.1 any breach or alleged breach by the Customer of clauses 8, 17.2 or 17.4; and
  - 17.3.2 any third party claim against Paragon, alleging infringement by Paragon of any Intellectual Property Rights contained in any Customer Materials.
- 17.4 In respect of Customer Materials:
  - 17.4.1 the Customer shall grant to Paragon a non-exclusive licence (or, as the case may be, sub-licence) to use the Customer Materials (including all Intellectual Property Rights therein) for the purposes of Paragon carrying out its obligations under the Contract; and
  - 17.4.2 the Customer warrants that it owns (or is licensed to use in accordance with the Contract) all rights, including without limitation Intellectual Property Rights, in the Customer Materials, and that Paragon's use of the Customer Materials will not infringe any third party rights, including without limitation, Intellectual Property Rights.
- 17.5 Any film screens, drawings, artwork, designs, business forms or other materials prepared by Paragon in the production of the Deliverables or provision of the Services including the Website and all Intellectual Property Rights therein are and shall remain the exclusive property of Paragon, unless provided by the Customer or otherwise agreed In Writing by Paragon.
- 17.6 In the event that any film screens, drawings, artwork, designs, business forms or other materials are created by Paragon as a result of a proposal by Paragon to the Customer that is not accepted or a commission from the Customer that is subsequently cancelled, then the Customer shall have no licence to use any Intellectual Property Rights in any such material and the Customer shall promptly return all such material to Paragon.
- 17.7 As between Paragon and the Customer, Paragon shall own and retain all Intellectual Property Rights in the Website and in any Software written or developed by it and the Customer shall obtain no rights in this by virtue of the Contract. The Customer owns the copyright in the Data and Paragon undertakes (at the cost of the Customer) to return the Data in a sequential file format at the request of the Customer.

- 17.8 Paragon shall grant to the Customer a non-exclusive licence to use Paragon' Intellectual Property Rights in the Website, Deliverables and Services and the Software only for the sole express purpose for which the Deliverables and Services were supplied, and the Customer shall have no licence for any other use without the express consent In Writing of Paragon.
- 17.9 The Customer consents to Paragon reproducing any design of the Customer in its own publicity material including brochures, catalogues, advertising material and Paragon' website. Where the Customer is an agent acting for the end user, the Customer shall ensure that the end user gives its consent.

## **18. TERMINATION**

18.3. Paragon may by Written Notice served on the Customer immediately terminate the Contract if the Customer:

- 18.1.1 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Customer fails to remedy such breach within the number of days specified in any notice In Writing from Paragon, specifying the breach and requiring it to be remedied. Failure to pay any sums due in accordance with clause 14.1 is a material breach of the terms of the Contract which is not capable of remedy;
- 18.1.2 becomes bankrupt, insolvent, has a receiver, manager or administrative receiver appointed, makes any composition with its creditors or has a receiver appointed under the Mental Health Act 1983 or any equivalent legislation in the Customer's jurisdiction;
- 18.1.3 has any distraint, execution, or other process levied or enforced on any of its property;
- 18.1.4 ceases or threatens to cease to trade;
- 18.1.5 has a change in its management and/or Control; or
- 18.1.6 any equivalent event occurs to the Customer in another jurisdiction

or if Paragon reasonably anticipates that one of the above set of circumstances is about to occur.

- 18.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or Paragon accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
- 18.3 Paragon shall be entitled to suspend any deliveries of Deliverables or supply of Services as appropriate following service of a Written Notice under clause 22.2.1, until either the breach is remedied or the Contract terminates, whichever occurs first.

## **19. FORCE MAJEURE**

19.3. Subject to clause 19.2, Paragon shall not be deemed to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure.

19.4. Paragon reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Deliverables and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to Force Majeure.



- 19.5. Subject to clause 19.4, if the Force Majeure in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give Written Notice to Paragon to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.
- 19.6. The Customer agrees that it shall give Paragon a reasonable opportunity to put forward alternative proposals for continuing the performance of the Contract in the event of Force Majeure and the Customer shall not unreasonably withhold its consent to Paragon' proposals.
- 19.7. If Paragon' performance of its obligations under the Contract is affected by Force Majeure Paragon shall not be required to obtain elsewhere in the market goods or services with which to replace or permit it to produce the Deliverables or perform the Services, the production, delivery or performance of which has been postponed or cancelled as a result of Force Majeure. In the event of cancellation, Paragon shall be paid pro rata for work done to the date of cancellation.

## **20. CONFIDENTIALITY**

- 20.3. The parties shall keep confidential any and all Confidential Information that they may acquire about each other pursuant to the Contract. Confidentiality agreements must be signed and complied with by the Customer's employees and representatives during visits to Paragon sites. At all times, the parties shall protect the Confidentiality, Integrity and Availability of all information and data that they may interact with under or in connection with the Contract.
- 20.4. The parties shall not use the Confidential Information for any purpose other than to perform their obligations under the Contract. Each party shall ensure that its officers, employees, agents and sub-contractors comply with the provisions of this clause.
- 20.5. The obligations on the parties set out in clause 20.1 shall not apply to any information which:
- 20.3.1 is publicly available or becomes publicly available through no act or omission of the parties;
  - 20.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
  - 20.3.3 is received from another person who (the receiving party can prove through written documentation) lawfully acquired it and who is under no obligation restricting its disclosure; or
  - 20.3.4 he parties are required to disclose by order of a Court of competent jurisdiction or a competent regulatory authority.
- 20.4 The provisions of this clause 20 shall continue to apply after expiry or termination of the Contract.

## **21. DISPUTE RESOLUTION**

- 21.3. This clause 21 will not prevent either party from:
- 21.1.1 seeking injunctive relief in the case of any breach or threatened breach by the other;
  - 21.1.2 commencing any proceedings where this is reasonably necessary to avoid any loss of a claim due to the rules on limitation of actions; or
  - 21.1.3 commencing proceedings in the case of non-payment of an undisputed invoice.

- 21.2 If any dispute arises out of the Contract (“a Dispute”) the parties will attempt to resolve it by negotiating in good faith. Subject to clause 21.1 the procedures set out in the rest of this clause 21 will be followed prior to the issue of any proceedings or in relation to any Dispute concerning matters of procedure and management.
- 21.3 Any Dispute which the parties fail to resolve within five Working Days of its first notification by one party to the other will be referred to the parties’ respective contract managers for resolution.
- 21.4 If the relevant Dispute remains unresolved within 15 Working Days of its referral to the parties’ respective contract managers, the Dispute will be referred to Paragon’ sales manager and the Customer’s equivalent manager for resolution.
- 21.5 If the relevant Dispute remains unresolved within 15 Working Days of its referral to Paragon’ sales manager and the Customer’s equivalent manager the Dispute will be referred to a director of Paragon and a director (or equivalent senior manager) of the Customer for resolution.
- 21.6 If the relevant Dispute remains unresolved within 15 Working Days of its referral to a director of Paragon and director (or equivalent senior manager) of the Customer then either party is free to pursue the rights granted to it under the Contract through the courts.

## 22. NOTICES

22.3. All notices between the parties about the Contract must, according to the type of notice, be In Writing or by Written Notice and delivered by hand or sent by first class post, facsimile transmission or (if permitted) by email:

- 22.1.1 in the case of notices to Paragon, to its registered office or such address as shall be notified to the Customer by Paragon from time to time; or
- 22.1.2 in the case of notices to the Customer, to the registered office of the Customer (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to Paragon by the Customer from time to time.
- 22.2 Notices shall be deemed to have been duly served:
- 22.2.1 if delivered by first class post, two Working Days after being posted;
- 22.2.2 if delivered by hand, at the time of delivery;
- 22.2.3 if delivered by facsimile transmission, at the time of successful transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours of transmission;
- 22.2.4 if permitted to be delivered and delivered by email, at the time of sending, provided that a confirming copy is sent by first class post to the other party within 24 hours after sending and that no notification informing the sender that the message has not been delivered has been received by the sender.
- 22.3 Notices addressed to Paragon shall be marked for the attention of the Company Secretary.

## 23. TRANSFER OF UNDERTAKINGS

23.3. The parties acknowledge and agree that where all or part of the Services cease to be provided by Paragon for any reason and where all or part of the Services are instead provided by the Customer or a New Supplier, there may be a relevant transfer of the Transferring Employees from Paragon to the Customer or a New Supplier for the purposes of TUD (a “**Relevant Transfer**”). If there is a Relevant Transfer, the employment of the Transferring Employees shall

transfer from Paragon to the Customer or a New Supplier in accordance with TUD with effect from the Transfer Date.

23.4. Where TUD applies and there is to be a Relevant Transfer, the parties shall co-operate in agreeing a list of Transferring Employees prior to the Transfer Date and shall co-operate in ensuring compliance with TUD and an orderly transfer of the Transferring Employees to the Customer or a New Supplier.

23.5. Where TUD applies and there is to be a Relevant Transfer, the Customer shall indemnify Paragon (both for itself and a New Supplier) and keep it fully indemnified against all costs, claims, liabilities, losses and expenses (including all interest, penalties and legal and other professional costs and expenses) incurred by Paragon and/or a New Supplier in connection with or as a result of:

23.3.1 any claim or demand by any Transferring Employee or a trade union or other body or person representing a Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Customer and/or a New Supplier whether before, on or after the Transfer Date;

23.3.2 any failure to inform and/or consult (collectively or otherwise) with any Transferring Employee or any trade union or other body or person representing a Transferring Employee in accordance with any obligation or requirement of TUD or any obligation or requirement arising therefrom, where such failure is attributable to any act or omission or provision of incorrect or misleading information by the Customer and/or a New Supplier; and

23.3.3 any claim or demand by any individual who is not a Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Customer and/or a New Supplier whether before, on or after the Transfer Date.

23.4 Where TUD applies and there is a Relevant Transfer, if the contract of employment of any individual who is not a Transferring Employee is found, or alleged, to have failed to transfer to the Customer or a New Supplier pursuant to TUD:

23.4.1 Paragon shall be entitled to terminate the employment of the individual concerned within 1 month of the Transfer Date and the Customer (both for itself and a New Supplier) shall indemnify and keep Paragon fully indemnified against any and all claims, demands, costs (including, but not limited to, the cost of any statutory and/or contractual redundancy payment due to the individual, notice pay, payment in respect of accrued but untaken holiday), liabilities and losses (including all interest, penalties and legal and other professional costs and expenses) arising or connected with such finding and/or allegation and/or dismissal; and

23.4.2 if, following termination of such individual's employment by Paragon, a court reinstates such person as an employee of Paragon then the Customer (both for itself and a New Supplier) shall indemnify Paragon and keep it fully indemnified against any and all legal costs relating to such reinstatement and ongoing employment of that individual until such time as a compromise/settlement agreement is entered into between Paragon and the relevant individual and such individual exits Paragon's employment. The legal costs under this indemnity shall include reasonable legal costs associated with drafting of the compromise/settlement agreement and the individual taking independent advice on it.

23.5 If TUD is not applicable to or has not been implemented in any form in the jurisdiction in which the Services are provided, and there is local law or laws in that jurisdiction which apply to the transfer of some or all of the Services from Paragon to the Customer or a New Supplier and which may compel the transfer of the employment of any individual assigned to or engaged in

the provision of the Services, then the parties acknowledge and agree that in such a case they shall use their best endeavours (and the Customer shall procure that any New Supplier uses its best endeavours) to co-operate with one another and ensure that such local law or laws are efficiently and effectively complied with in respect of the transfer of the relevant individuals from Paragon to the Customer or a New Supplier, and that such transfer is orderly. The said best endeavours shall include (but shall not be limited to) ensuring that, in accordance with any timescales which are prescribed by local law or laws (as a minimum):

- 23.5.1 a list of individuals who will transfer from Paragon to the Customer or a New Supplier is agreed between the parties in good time before the said transfer;
  - 23.5.2 any information which the parties are required to provide to the individuals who will transfer from Paragon to the Customer or a New Supplier (whether verbally or in writing) is provided in an appropriate format, in sufficient detail and in good time before the said transfer; and
  - 23.5.3 any consultation which the parties are required to carry out in respect of or with individuals who will transfer from Paragon to the Customer or a New Supplier is carried out in good time before the said transfer.
- 23.6 In respect of the circumstances described in clause 23.5 above, the Customer shall indemnify Paragon (both for itself and a New Supplier) and keep it fully indemnified against any and all claims, demands, costs, liabilities and losses (including all interest, penalties and legal and other professional costs and expenses) incurred by Paragon in connection with or as a result of:
- 23.6.1 any claim or demand (whether in contract, tort, under statute, pursuant to European or local law or otherwise) by any individual who transfers from Paragon to the Customer or a New Supplier or a trade union or other body or person representing that individual, arising from any act, fault or omission of the Customer and/or a New Supplier whether before, on or after the date of the said transfer; and
  - 23.6.2 any failure by the Customer or a New Supplier to comply with any obligation or requirement of local law or laws applicable to the said transfer or any obligation or requirement arising therefrom.
- 23.7 In respect of the circumstances described in clause 23.5 above, if the contract of employment of any individual is found, or alleged, to have failed to transfer to the Customer or a New Supplier Paragon under the relevant local law or laws:

- 23.7.1 Paragon shall be entitled to terminate the employment of the individual concerned within 1 month of the date of the said transfer. In such circumstances the Customer (both for itself and a New Supplier) shall indemnify and keep Paragon fully indemnified against any and all claims, demands, costs (including, but not limited to, the cost of any statutory and/or contractual redundancy payment due to the individual, notice pay, payment in respect of accrued but untaken holiday), liabilities and losses (including all interest, penalties and legal and other professional costs and expenses) arising or connected with such finding and/or allegation and/or dismissal; and
- 23.7.2 if, following termination of such individual's employment by Paragon, a court reinstates such person as an employee of Paragon then the Customer (both for itself and a New Supplier) shall indemnify Paragon and keep it fully indemnified against any and all legal costs relating to such reinstatement and ongoing employment of that individual until such time as a compromise/settlement agreement is entered into between Paragon and the relevant individual and such individual exits Paragon's employment. The legal costs under this indemnity shall include reasonable legal costs associated with drafting of the compromise/settlement agreement and the individual taking independent advice on it.
- 23.8 If TUD is not applicable to or has not been implemented in any form in the jurisdiction in which the Services are provided, and there is no local law or laws in that jurisdiction which apply to the transfer of some or all of the Services from Paragon to the Customer or a New Supplier which may compel the transfer of the employment of any individuals assigned to or engaged in the provision of the Services, then the Customer shall (both for itself and a New Supplier) indemnify Paragon and keep it fully indemnified against any and all claims, demands, costs, liabilities and losses (including all interest, penalties and legal and other professional costs and expenses) incurred by Paragon in connection with or as a result of any claim or demand (whether in contract, tort, under statute, pursuant to European or local law or otherwise) by any individual who transfers from Paragon to the Customer or a New Supplier or a trade union or other body or person representing that individual, arising from any act, fault or omission of the Customer and/or a New Supplier whether before, on or after the date of the said transfer.

## **24. GENERAL**

- 24.3. Each right or remedy of Paragon under the Contract is without prejudice to any other right or remedy of Paragon whether under the Contract or not.
- 24.4. Paragon may assign, license or sub-contract all or any part of its rights or obligations under the Contract without the Customer's consent.
- 24.5. The Customer shall not be entitled to assign the Contract or any part of it without the prior consent of Paragon In Writing.
- 24.6. Neither Paragon nor the Customer shall during the term of the Contract and for 12 months following its termination either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment of the other party any person employed by such other party's group (in the case of Paragon) in the provision of the Deliverables and Services to the Customer or (in the case of the Customer) in the receipt and/or administration of the Deliverables and Services from Paragon without the other party's prior agreement In Writing providing that nothing in this clause 24.4 shall prohibit a party from engaging a person who replies to a general advertisement and who is not otherwise solicited or enticed.
- 24.7. No failure or delay by Paragon to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

- 24.8. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 24.9. Save as expressly stated otherwise in these Conditions, the parties to the Contract do not intend that any of its terms will be enforceable by any party not a party to it.
- 24.10. The Contract and the specification contain all the terms which Paragon and the Customer have agreed in relation to the Deliverables and/or Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Deliverables and/or Services. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Paragon which is not set out in the Contract or specification. Nothing in this clause 24.8 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
- 24.11. The Customer warrants and undertakes that: it has complied with, and each is presently in compliance with, all Applicable Laws restricting or prohibiting transactions with, or the export, provision, purchase or sale of goods and/or services to, any person pursuant to any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, the "Sanctions Authorities"); Neither the Customer nor any of its affiliates is a person named on the list of Specially Designated Nationals maintained by OFAC or is otherwise the target or subject of sanctions administered by any other Sanctions Authority (each such person, a "Sanctioned Person") and, to the knowledge of the Customer none of their respective directors, officers and employees is a Sanctioned Person, and is owned or controlled more than 50% by a sanctioned person.
- 24.12. The Contract (and any non-contractual obligations arising out of it) shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts or to the court of such jurisdiction as Paragon sees fit.

## Annex

### Data Processing Annex

<b>Subject matter of Processing</b>	[DETAILS]
<b>Duration of Processing</b>	[DETAILS]
<b>Nature of Processing</b>	[DETAILS]
<b>Purpose of Processing</b>	[DETAILS]
<b>Type of Personal Data</b>	[DETAILS]
<b>Categories of Data Subject</b>	[DETAILS]