

ASERVE INVESTIGATORS LIMITED GENERAL TERMS AND CONDITIONS

Last updated: 14 February 2023

PLEASE READ THESE GENERAL TERMS & CONDITIONS CAREFULLY. OUR TERMS ARE A CONTRACT THAT GOVERNS OUR CLIENTS' USE OF OUR SERVICES. OUR SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE OR PROFESSION ONLY.

1. GENERAL

- 1.1 Save as expressly varied by Aserve Investigators Limited trading as "Aserve" (a company incorporated and registered in Ireland under number: 533813 whose registered office is at Unit 15, Floor 3, Kilmartin N6 Centre, Dublin Road, Athlone, Co. Westmeath, N37 TH93, Ireland and registered with the Private Security Authority under P.I. No 06002) (**Aserve**) these General Terms and Conditions shall be deemed to be incorporated into all contracts made by Aserve with its customers (the **Client**) in respect of services to be provided by Aserve and apply to the exclusion of any other terms and conditions that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 These General Terms and Conditions shall apply to any purchase of Services under an Order which is accepted by Aserve. No other terms shall apply to the sale of the Services, including any standard conditions of purchase of the Client, even if they are printed on the written Order of the Client or any other document issued by the Client.

2. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this Clause apply in these General Terms and Conditions.

2.1 Definitions

Act	Sale of Goods and Supply of Services Act 1980;
Addendum (Data Processing Terms)	the addendum to this Agreement;
Agent	a natural or legal person subcontracted by Aserve to provide any part of the Services including field agents;
Agreement	the Agreement arising out of the acceptance of these Terms by the Client and the acceptance of the Order by Aserve;
Applicable Laws	all laws, statutes, statutory instruments, regulations (EU or national), orders, by-laws, codes, standards, guidelines, decisions and opinions determined by any governmental or regulatory authority, and other laws (regardless of their source), including any judicial or administrative interpretation of them in force and as amended, extended or replaced from time to time that apply to any undertaking or circumstance relevant to any Party, the Agreement or the Services;
Aserve Default	has the meaning given to such term in Clause 5.2;
Aserve Privacy Policy	the privacy policy on www.aserve.ie as may be updated by Aserve from time to time;
Business Day	a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business;

Charges	the charges payable by the Client to Aserve for the supply of the Services in accordance with Clause 5;
Client	the person or firm who purchases the Services;
Client Default	has the meaning given to such term in Clause 6.2;
Client Materials	has the meaning set out in Clause 4.1(d);
Commencement Date	the date on which the Agreement comes into existence between the Client and Aserve for the supply of Services;
Confidential Information	any information of a non-public, confidential or proprietary nature, whether of commercial, financial, legal or technical nature, data-subject, customer, supplier, product or production-related or otherwise in respect of either Aserve, the Client or the individuals or entities referred to by the Client in respect of the Services;
Control	the ability to direct the affairs of another person, whether by virtue of the ownership of contract or otherwise and the expression Change of Control construed accordingly;
Data Protection Law	all Applicable Laws relating to personal data and to privacy in force and as may be amended or replaced from time to time, including but not limited to the GDPR, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 and any other Applicable Laws which implements the Electronic Communications Data Protection Directive (2002/58/EC) and any guidance and codes of practice issued by the Data Protection Commission or the European Data Protection Board applicable to a party;
EEA	the area comprised of those states that are contracting parties to the Agreement on the European Economic Area from time to time;
Euro(s)	means the euro (€), being the official currency of the European Union;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
General Terms and Conditions	these general terms and conditions of Aserve for the supply of Services on behalf of the Client and which may be amended from time to time;
Intellectual Property Rights	trade names, logos, trade marks, patents, copyrights, design rights, rights to inventions, business names and domain names, goodwill, right to us and protection the confidentiality of, confidential information and other intellectual property rights of Aserve in each case whether registered or unregistered and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Order	the Client's order for Services as provided to Aserve;
Party	Aserve and the Client, each a Party and together the Parties;
PSA	Private Security Authority, the independent statutory body in Ireland that regulates private security services;

Services	various ancillary legal and private security services as regulated by the PSA and as set out in Schedule 1 to this Agreement which are carried out by Aserve on behalf of the Client which may, from time to time or as required, be carried out by the Agent;
Standard Contractual Clauses	the contractual clauses dealing with the transfer of personal data to a third country, which have been approved by (i) the European Commission under Data Protection Law or (ii) the Data Protection Commission or an equivalent competent authority under Data Protection Law; and
Sub-contractors	has the meaning given to such term in Clause 7.1.

2.2 Interpretation

2.2.1 In these General Terms and Conditions and any Order, unless the context requires otherwise:

- (a) any reference to legislation or a legislative provision is a reference to it as amended, extended, consolidated, or extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision;
- (b) the Addenda and Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Addenda and Schedules;
- (c) the headings to Clauses, Addenda, Schedules, appendices and paragraphs are for convenience only and will not affect their meaning or interpretation;
- (d) any reference to a **Clause** means a clause of these General Terms and Conditions;
- (e) any reference to a Party will, except where the context requires otherwise, include its successors in title and permitted assigns;
- (f) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (g) any reference to **writing** or **written** includes fax and email;
- (h) any reference to a company will include any company, corporation or other body corporate, partnerships or unincorporated associations and other bodies, wherever and however incorporated, resident or established;
- (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (j) words importing the singular include the plural and vice versa and words importing a gender include every gender;
- (k) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (l) all periods which are expressed to commence and end between two dates will be inclusive of such dates;

- (m) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates to the Irish legal term in that jurisdiction;
- (n) a reference to these General Terms and Conditions or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time; and
- (o) for the avoidance of doubt, in the event of any conflict or ambiguity between the provisions of these General Terms and Conditions, the Addendum (Data Processing Terms), any Order or, where applicable, the Standard Contractual Clauses, the following order of precedence shall apply:
 - (i) the Standard Contractual Clauses (if applicable); and
 - (ii) the Addendum (Data Processing Terms) appended to these General Terms and Conditions; and
 - (iii) any Order made by the Client and accepted by Aserve in accordance with these General Terms and Conditions; and
 - (iv) these General Terms and Conditions.

3. BASIS OF GENERAL TERMS AND CONDITIONS

- 3.1 The Order constitutes an offer by the Client to purchase Services in accordance with these General Terms and Conditions.
- 3.2 These General Terms and Conditions set out the basis of the Agreement arising from the offer of an Order by the Client to Aserve to carry out the Services.
- 3.3 The Order shall only be deemed to be accepted by the Client when the agreed fees are received (in clear funds) by Aserve at which point and on which date the provisions of these General Terms and Conditions and an Agreement shall come into existence (**Commencement Date**).
- 3.4 Any samples, descriptive matter or advertising issued by Aserve, and any descriptions contained in Aserve's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of these General Terms and Conditions and do not have any contractual force.
- 3.5 These General Terms and Conditions apply to the supply of the Services to the exclusion of any other terms that Aserve or Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.6 Any quotation given by Aserve shall not constitute an offer, and is only valid for a period of five (20) Business Days from its date of issue.
- 3.7 Nothing in this Agreement shall preclude Aserve from providing the same, similar or any other Services to any person, firm or company.

4. SUPPLY OF SERVICES

- 4.1 Aserve shall carry out the Services on behalf of the Client in accordance with these General Terms and Conditions in all material respects.
- 4.2 Time shall be of the essence for performance of the Services.
- 4.3 Aserve will not be engaged in the supply of legal or commercial advice to the Client or any third party and accepts no liability in respect thereof.
- 4.4 The Client will retain sole responsibility for instructing Aserve in relation to:
- (a) issuing and serving proceedings in and outside of the EEA including, without limitation, any direction as to place and mode of service;
 - (b) determining whether leave of the courts is required to serve proceedings in or outside of the Republic of Ireland;
 - (c) confirming the Client has endorsed the appropriate endorsement on the relevant documentation (including the proceedings served by Aserve);
 - (d) confirming the citizenship status of the party to be served; and
 - (e) the manner of executing service.
- 4.5 The Client expressly indemnifies Aserve in respect of any liability, dispute, proceedings, costs, expenses or damages incurred by Aserve arising out of or in connection any breach by the Client of this Agreement and, in particular, in respect a failure by the Client to provide correct and accurate instructions to Aserve in accordance with the Client's obligation under Clause 4.4.
- 4.6 Aserve reserves the right to amend the Services if necessary to comply with any Applicable Laws or regulatory requirement (including any requirements of the PSA), or if the amendment will not materially affect the nature or quality of the Services, and Aserve shall notify the Agent in any such event.
- 4.7 Aserve warrants to the Client that the Services will be provided using reasonable care and skill.
- 4.8 By placing an Order, the Client warrants that:
- (a) It has full capacity and authority to enter into binding contracts;
 - (b) if it is an individual or individuals, it is at least 18 years old and not bankrupt, and if it is a company, it is not insolvent (or in any analogous insolvent state); and
 - (c) it will comply with all Applicable Laws it is to comply with in relation to the Services it wishes to purchase from Aserve.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client shall:
- (a) ensure that the terms of the Order and any information it provide is complete and accurate;
 - (b) co-operate with Aserve in all matters relating to the Services;

- (c) provide Aserve with such information and materials as Aserve may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) retain sole responsibility for expressly providing Aserve with procedure matters relating to the issuing and serving proceedings within the EEA and outside of the EEA; and
- (e) comply with any additional obligations of Aserve as communicated to the Client from time to time.

5.2 If the Client's performance of any of its obligations under these General Terms and Conditions is prevented or delayed by any act or omission by Aserve or failure by Aserve to perform any relevant obligation (**Aserve Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Client shall have the right to suspend performance of the Services until Aserve remedies Aserve Default, and to rely on Aserve Default to relieve it from the performance of any of its obligations in each case to the extent Aserve Default prevents or delays the Client's performance of any of its obligations;
- (b) the Client shall not be liable for any costs or losses sustained or incurred by Aserve arising directly or indirectly from Aserve's failure or delay to perform any of its obligations as set out in this Clause 5.2; and
- (c) Aserve shall reimburse the Client on written demand for any costs or losses sustained or incurred by the Client arising directly or indirectly from Aserve Default.

6. ASERVE'S OBLIGATIONS

6.1 Aserve shall:

- (a) co-operate with the Client in all matters relating to the Services;
- (b) provide the Client with such information as Aserve may reasonably require in order to request the carrying out of Services and ensure that such information is complete and accurate in all material respects;
- (c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to commence;
- (d) keep all materials, documents and other property of the Client (**Client's Materials**) at Aserve's premises in safe custody at its own risk, maintain the Client's Materials in good condition until returned to the Client, and not dispose of or use the Client's Materials other than in accordance with the provisions of this Agreement (including the Addendum (Data Processing Terms)) and the Client's written instructions or authorisation; and
- (e) comply with any additional obligations of the Client as communicated to Aserve.

6.2 If Aserve's performance of any of its obligations under these General Terms and Conditions is prevented or delayed by any act or omission by the Client or failure by Aserve to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, Aserve shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations

in each case to the extent the Client Default prevents or delays Aserve's performance of any of its obligations;

- (b) Aserve shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client's failure or delay to perform any of its obligations as set out in this Clause 6.2; and
- (c) the Client shall reimburse Aserve on written demand for any costs or losses sustained or incurred by Aserve directly or indirectly from the Client Default.

7. SUB-CONTRACTORS

- 7.1 Aserve may, directly or through an intermediary request an external third party to carry out some or all of the Services for the Client (**Sub-contractors**).
- 7.2 Unless otherwise expressly provided in the Agreement (including Aserve's data protection obligations set out in the Addendum (Data Processing Terms)), Aserve has no control over and accepts no responsibility for any part of the Services which Sub-contractors provide to the Client or for any errors or omissions in their goods, work product, and/or services.
- 7.3 Where Aserve instructs Sub-contractors to provide any part of the Services to the Client, Aserve shall pay the charges of such Sub-contractors on the Client's behalf in advance and will recharge those charges back to the Client accordingly together with Aserve's own applicable fees for the relevant Services (or any part thereof).

8. CHARGES AND PAYMENT

- 8.1 The Client shall be obliged to submit payment to Aserve in full and in cleared funds to a bank account nominated in writing by Aserve in advance of the provision of the Services by Aserve.
- 8.2 The payment for the Services shall be calculated on a time and materials basis:
 - (a) the Charges shall be calculated in accordance with Aserve's prices, as set out in the quotation provided to the Client;
 - (b) Aserve shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Aserve engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Aserve for the performance of the Services, and for the cost of any materials.
- 8.3 All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement by Aserve to the Client, the Client shall, on receipt of a valid VAT invoice from Aserve, pay to Aserve such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.4 If the Client fails to make a payment due to Aserve under the Agreement by the due date, then, without limiting Aserve's remedies under the Agreement, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at four percent (4%) a year above the Bank of Ireland's base rate from time to time, but at four percent (4%) a year for any period when that base rate is below zero percent (0%).

8.5 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by Aserve.

10. DATA PROTECTION

10.1 The provisions set out in the Addendum (Data Processing Terms) to these General Terms and Conditions shall apply where Aserve processes personal data on behalf of the Client in the performance of the Services.

10.2 The Client grants Aserve the right to process such of its information and materials as necessary to provide the Services in a manner that is consistent with these General Terms and Conditions, the Order, the Addendum (Data Processing Terms) to these General Terms and Conditions, and the [Aserve Privacy Policy](#).

11. LIMITATION OF LIABILITY

11.1 The Client has obtained insurance cover in respect of its own legal liability for individual claims. Aserve has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this Clause reflect the insurance cover Aserve has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

11.2 Save in respect of a breach of Clause 16 and subject to Clause 11.7, Aserve's liability for any claim or series of connected claims whether in contract, tort (including negligence) or otherwise, for any direct loss or damage, arising out of or in connection with this Agreement or otherwise shall not exceed sixty percent (60%) of the sums payable by the Client to Aserve under this Agreement.

11.3 Save in respect of a breach of Clause 16 and subject to Clause 11.7, the Client's liability for any claim or series of connected claims whether in contract, tort (including negligence) or otherwise, for any direct loss or damage, arising out of or in connection with this Agreement or otherwise shall not exceed one hundred and fifty percent (150%) of the sums payable by the Client to Aserve under this Agreement.

11.4 In no event shall any Party be liable to any other Party for special, incidental, indirect or consequential loss including damages or costs incurred as a result of loss of time, loss of savings or loss of profits.

11.5 Neither Party may benefit from the limitations nor the exclusions set out in this Clause 11 in respect of any liability arising from its deliberate default.

11.6 Nothing in this Clause 11 shall limit the Client's payment obligations for the Services under Clause 5.

11.7 Nothing in these General Terms and Conditions limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

- (c) Aserve has given commitments as to compliance of the Services with relevant specifications in Clause 2. In view of these commitments, the terms implied by sections 39, 40, 41 and 42 of the Supply of Goods and Services Act 1980 are, to the fullest extent permitted by law, excluded from the supply of Services.
- (d) Unless either Party notifies the other that it intends to make a claim in respect of an event within the notice period, the other Party shall have no liability for that event. The notice period for an event shall start on the day on which either Party became, or ought reasonably to have become, aware of the event having and shall expire one (1) month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.8 This Clause 11 shall survive termination of the Agreement.

12. INDEMNITY

- 12.1 Subject to the limits expressed in Clause 11, the Client shall indemnify, keep indemnified and hold Aserve harmless in respect of and against any claims, demands, proceedings, fines, penalties, damages, costs, charges and expenses whatsoever arising from or incurred by reason of any breach by the Client of its obligations under this Agreement.
- 12.2 Subject to the limits expressed in Clause 11, Aserve shall indemnify, keep indemnified and hold the Client harmless in respect of and against any claims, demands, proceedings, fines, penalties, damages, costs, charges and expenses whatsoever arising from or incurred by reason of any breach by Aserve and any Agent if applicable, of its obligations under this Agreement.

13. TERMINATION

- 13.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreement immediately by giving the other party written notice.
- 13.2 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
 - (a) the other Party commits a material breach of any of the General Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within ten (10) Business Days of that Party being notified in writing to do so.
 - (b) has an order made or resolution passed for the winding up of the other Party, or an order is made for the appointment of an examiner or a receiver is appointed over any of the other Party's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the other Party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other Party with its creditors or an application to a court for protection its creditors is made;
 - (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

- 13.3 Without affecting any other right or remedy available to it, Aserve may cease supply of the Services with immediate effect by giving written notice by email to the Client if:
- (a) the Client fails to pay any amount due on the due date for payment; or
 - (b) there is a Change of Control of the Client.

14. CONSEQUENCES OF TERMINATION

14.1 On termination or expiry of the Agreement:

- (a) Aserve shall immediately pay to the Client any fee paid in respect of Services for which Aserve has not commenced the provision of; and
- (b) Aserve shall return all of Client's Materials. If Aserve fails to do so, then the Client may enter Aserve's premises and take possession of them. Until they have been returned, Aserve shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

14.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

14.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

15. FORCE MAJEURE

Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. CONFIDENTIALITY

16.1 Aserve shall not use Confidential Information for purposes other than in direct relation with this Agreement.

16.2 Aserve shall treat the Client's Confidential Information with at least the same degree of care as it would use in respect of its own Confidential Information of similar importance, but in any event a reasonable level of care. In particular, Aserve shall not disclose, publish, disseminate or make accessible the Client's Confidential Information, in whole or in part, in any way or form, to third parties other than to its employees or employees who have a need-to-know in connection with the performance of Aserve's obligations under this Agreement.

16.3 Subject to Data Protection Law, this Clause 16.3 does not apply to Confidential Information, which:

- (a) is or has become generally available to the public other than as a result of a disclosure by Aserve or its representatives; or
- (b) was received by Aserve from a third party and not in violation of any obligation of secrecy or non-use; or
- (c) was in the possession of Aserve prior to disclosure or is developed independent from such Confidential Information, as is shown by competent evidence.

- 16.4 In case Confidential Information is required to be disclosed by Aserve by virtue of a court order or statutory duty, Aserve shall be allowed to do so, provided that it shall without delay inform the Client in writing of receipt of such order or duty and enable the Client to reasonably to seek protection against such order or duty.
- 16.5 Upon the first request of the Client, Aserve shall without delay:
- (a) return all copies, samples and extracts of, and all other physical media containing, the Client's Confidential Information, and
 - (b) delete or destroy (and have deleted or destroyed) all automated data containing the Client's Confidential Information.
- 16.6 Nothing in this Clause 16.6 serves to limit Aserve in exercising its rights under this Agreement.
- 16.7 Notwithstanding the termination or expiration of this Agreement for any reason, the secrecy and non-use obligations of the Client shall continue for ten (10) years after such termination or expiration.
- 16.8 Unless provided otherwise in this Agreement, nothing in this Clause 16 shall be construed as a grant of license to the other Party, to use, modify, sell or otherwise dispose of any Confidential Information or claims covering or directly based on the same.
- 16.9 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 16.10 Each Party shall have in place industry-standard policies, procedures, training programmes and draft confidentiality agreements so as to ensure that its employees are able to identify and label Confidential Information and deal with it in accordance with the obligations imposed under this Clause 15. Each Party will upon reasonable written notice disclose to the other on a regular basis details of its policies, procedures and standard documents relating to confidentiality.

17. MISCELLANEOUS

- 17.1 Notices. Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing, in the English language, and shall be delivered by hand or by express courier; registered post or recorded delivery next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order. Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address noted in the address set out in Clause 17.1;
 - (b) if sent by express courier, registered post or recorded delivery next Business Day delivery service, at 9.00am on the second Business Day after posting; or
 - (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 17.1, **business hours** means 9.00am to 5.00pm Monday to Friday on a Business Day in the place of receipt.
- 17.2 Queries and Complaints. Notification of queries and/or complaints must be notified to Aserve in writing within fourteen (14) days of the problem arising, or fourteen (14) days from the date of completion of the Services, whichever is the earlier.

- 17.3 Severability. If any of the provisions of these General Terms and Conditions are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these Terms shall continue to be valid in full force and effect. If any provision or part-provision of this Agreement is deleted under this Clause 17.3 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.4 Variation. Aserve may update these General Terms and Conditions from time to time by publishing same on their website. These updated terms shall be effective and deemed accepted by the Client at the time such notice is published on our website.
- 17.5 Waiver. A waiver of any right or remedy under these General Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these General Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these General Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 Assignment. Aserve may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these General Terms and Conditions . The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms without the prior written consent of Aserve.
- 17.7 Entire Agreement. The Agreement contains the entire understanding between the Parties in relation to its subject matter and supersedes all (if any) arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the same. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these General Terms and Conditions. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 17.8 Relationship of the Parties. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties hereto. The Client has no authority to negotiate or conclude any transactions with third parties on behalf of or in the name of Aserve.
- 17.9 Governing Law. The Agreement and these General Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.
- 17.10 Jurisdiction. Each Party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement and these General Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

SERVICES

1. Process service such as serving subpoenas, summonses, or any other document and providing a declaration of service as set out in the specified form as may be provided by Aserve to the Client, provisions of a sworn/affirmed affidavit in respect of the foregoing (prepared by legal representative of the Client requiring same); and/or attend court to give evidence, if required.
2. Investigating motor insurance, personal injury and property damage claims, obtaining statements;
3. Agent inquiries and carrying out personal checks; property checks; location checks on companies; firms, or individuals.
4. Tracing persons using desktop research and inquiries.
5. Asset tracing - desktop investigation research and inquiries.
6. Desktop investigations including specialist research and search engine and social media research.
7. Status/Lifestyle reports concerning subjects/persons of interest or current status of incorporated entities.
8. Property occupancy or vacant property checks involving a site visit.
9. Site visits involving inquiries and visits to a given location/building/townland/address.
10. Probate searches and investigations - tracing and obtaining information concerning deceased persons.
11. Land registry, Registry of deeds, Company Records, searches and inquiries.
12. Surveillance activities.
13. Bespoke investigations - Private investigation services to suit Client's requirements/specifications that are in accordance with Applicable Laws.
14. Urgent cases — Undertaken on a priority/'time is of the essence' basis and to which non-standard or additional fees may apply.
15. Any services ancillary to those listed in this Schedule, as agreed between the Parties.

Addendum (Data Processing Terms)

Background

- (1) This addendum (which is incorporated into the General Terms and Conditions) constitutes the Parties data processing agreement for the purposes of Article 28 of the GDPR (the **Addendum**).
- (2) The Parties acknowledge and agree that, for the purposes of Data Protection Law, and the processing of the Personal Data as anticipated by this Addendum, the Client is the Controller and Aserve is the Processor.

1. DEFINITIONS

Terms not otherwise defined in this Addendum will have the meaning as set forth in the General Terms and Conditions. The following definitions apply in this Addendum (including the Recitals above):

Adequacy Decision	a decision adopted by the European Commission that a relevant country being outside the European Economic Area, or a relevant territory or one or more specified sectors within such country, or an International Organisation ensures an adequate level of protection within the meaning of Article 45 of the GDPR;
Addendum	this data processing addendum;
Appropriate Safeguards	the appropriate safeguards, including enforceable Data Subject rights and effective legal remedies, provided pursuant to Article 46 of the GDPR;
Appropriate Technical and Organisational Measures	the appropriate technical and organisational measures referred to in Data Protection Law (including, as appropriate, the measures referred to in Article 32(1) of the GDPR);
Client Data	has the meaning given to such term in Data Protection Law and relates only to personal data, or any part of such personal data, in respect of which the Client is the Controller, and in respect of which Aserve is the Processor;
Data Protection Commission	the Supervisory Authority in Ireland for the purposes of Article 51 of the GDPR, whose principal administrative offices are at 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland, or any replacement Supervisory Authority under Data Protection Law, appointed from time to time in Ireland;
Data Protection Losses	all liabilities, including all costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, Losses and damages (including relating to material or non-material damage);
Data Subject Rights Request	a request made by a Data Subject to exercise their rights under Chapter III of the GDPR including access to, portability, rectification or erasure of, or restriction of or objection to the Processing of their Personal Data;

Purpose	has the meaning given to “Purpose of the Processing” in Appendix 1 of this Addendum;
Restricted Transfer	any transfer of personal data to a territory outside of the European Economic Area or to an International Organisation which is not subject to an Adequacy Decision, where such transfer would be prohibited by Data Protection Law;
Specific Instructions	has the meaning given to such term in clause 2.1;
Sub-Processor	any Processor (including agents and contractors) engaged by Aserve (or by any other Sub-Processor) for carrying out any processing activities of the Personal Data on behalf of the Client in connection with the Services;
Term	has the meaning given to such term in clause 14.1; and

The terms **Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Processor, processing** and **Supervisory Authority** have the respective meanings given to them in Data Protection Law from time to time (and related expressions, including **process, processed** and **processes** shall be construed accordingly).

2. SPECIFIC INSTRUCTIONS

2.1 Insofar as Aserve processes Client Data on behalf of the Client, Aserve:

2.1.1 shall act only on and in accordance with the specific instructions given by the Client from time to time during the Term in respect of Processing provided they are:

(a) in writing (including by electronic means); and

(b) given by a person authored by the Client from time to time to issue such instructions

(the **Specific Instructions**).

2.2 Aserve shall process the Client Data for the Purpose only and in compliance with the Client’s instructions from time to time, which may be:

2.2.1 Specific Instructions; or

2.2.2 the general instructions set out in this Addendum, an Order or the General Terms and Conditions, unless required to do otherwise by Applicable Laws, in which case, where legally permitted, Aserve shall notify the Client of any such requirement before processing the Client Data.

2.3 The Client agrees that Aserve is not obliged to undertake any processing of Client Data that it reasonably believes infringes any Data Protection Law and shall not be liable to the extent that it is delayed in or fails to perform any obligation under this Addendum as a result of not undertaking any processing in such circumstances.

2.4 The processing of Client Data to be carried out by Aserve under this Addendum shall comprise the processing set out in Appendix 1 of this Addendum.

2.5 Aserve shall maintain, in accordance with Data Protection Law, written records of all categories of processing activities carried out on behalf of the Client.

2.6 Where the Client requests a change to the processing set out in Appendix 1 of this Addendum, the Client shall be responsible for any costs and expenses associated with any increase to the overall cost of providing the Services caused by such change.

3. PARTIES' OBLIGATIONS

3.1 Aserve shall process Client Data in compliance with:

3.1.1 the obligations of Processors under Data Protection Law in respect of the performance of its obligations under this Addendum; and

3.1.2 the terms of this Addendum and the General Terms and Conditions.

3.2 The Client shall comply with:

3.2.1 all Data Protection Law in connection with the processing of Client Data, the Services and the exercise and performance of its rights and obligations under this Addendum and the General Terms and Conditions, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Law; and

3.2.2 the terms of this Addendum.

3.3 Aserve shall:

3.3.1 only make copies of the Client Data to the extent reasonably necessary for the Purpose; and

3.3.2 not extract, reverse-engineer, re-utilise, use, exploit, redistribute, re-disseminate, copy or store Client Data other than for the Purpose.

3.4 Aserve shall notify the Client in writing without delay of any situation or envisaged development that shall in any way change the ability of Aserve to process Client Data as set out in this Addendum.

3.5 At the Client's request and cost, Aserve shall provide to the Client a copy of all Client Data held by Aserve in a commonly used format.

3.6 Any proposal by Aserve to in any way use or make available Client Data other than as provided for pursuant to this Addendum shall be subject to prior written approval of the Client.

3.7 The Client acknowledges that Aserve are under no duty to investigate the completeness, accuracy or sufficiency of (i) any instructions received from the Client, or (ii) any of Client Data.

3.8 The Client warrants, represents and undertakes that:

3.8.1 it is entitled to transfer Client Data to Aserve so that Aserve may lawfully process and transfer (if applicable) Client Data in accordance with this Addendum;

3.8.2 fair processing and all other appropriate notices have been provided to the Data Subjects of the Client Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Protection Law in connection with all processing activities in respect of the Client Data which may be undertaken by Aserve and its Sub-Processors in accordance with this Addendum;

3.8.3 it will notify Aserve in writing without delay of any situation or envisaged development that shall in any way influence, change or limit the ability of Aserve to process Client Data as set out in this Addendum;

3.8.4 the Client Data which the Client instructs Aserve to process pursuant to this Addendum is:

- (a) obtained lawfully, fairly and in a transparent manner in relation to the Data Subject (including in respect of how consent is obtained) or that the Client has another lawful basis other than consent to provide the Client Data to Aserve;
- (b) collected and processed for specified, explicit and legitimate purposes, and not further processed in a manner incompatible with those purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- (d) accurate, and where necessary kept up to date;
- (e) erased or rectified without delay where it is inaccurate, having regard to the purposes for which they are processed;
- (f) kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Client Data are processed (subject to circumstances where Client Data may be stored for longer periods insofar as it will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, and subject to the implementation of Appropriate Technical and Organisational Measures);
- (g) processed in a manner that ensures appropriate security of the Client Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using Appropriate Technical and Organisational Measures; and

3.8.5 it will provide such information and such assistance to Aserve as Aserve may reasonably require, and within the timescales reasonably specified by Aserve, to allow Aserve to comply with its obligations under Data Protection Law.

4. CONFIDENTIALITY

4.1 Aserve shall only make copies of the Client Data to the extent reasonably necessary for the performance of the Services; and shall not extract, re-utilise, use, exploit, disclose, copy or store the Client Data other than as necessary for the performance of the Services.

4.2 Aserve shall grant access to the Client Data undergoing processing to members of its personnel only to the extent strictly necessary for performance of the Services. Aserve shall ensure that such persons authorised to process the Client Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.3 Aserve shall take reasonable steps to ensure the reliability of all its personnel who have access to the Client Data.

5. SECURITY

5.1 Aserve shall implement, at its cost and expense, Appropriate Technical and Organisational Measures in relation to the processing of the Client Data, which may be updated or modified from time-to-time. Such measures are implemented in accordance with Aserve' requirements and Data Protection Law, having regard to the state of technical progress and development and the cost of implementing any measures (and the nature, scope, context and purposes of processing, as well as the risk to Data Subjects), such measures shall be proportionate and reasonable to ensure a level

of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, alteration, disclosure, destruction or damage and to the nature of the Client Data to be protected.

5.2 Aserve shall provide documentation on its security measures if reasonably requested by the Client in writing.

6. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION

Taking into account the nature of the processing and the information available to Aserve, Aserve shall assist the Client (at the Client's cost and expense) in the Client's preparation of a data protection impact assessment where a type of processing is likely to result in a high risk to the rights and freedoms of Data Subjects, in accordance with Article 35 of the GDPR, along with any prior consultation with the Data Protection Commission in accordance with Article 36 of the GDPR.

7. RIGHTS OF THE DATA SUBJECTS

7.1 Aserve shall (at the Client's cost and expense):

7.1.1 taking into account the nature of the processing, assist the Client (by Appropriate Technical and Organisational Measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to Data Subject Rights Requests in respect of any Client Data.

7.1.2 promptly refer to the Client all requests it receives for exercising any Data Subjects Rights Request which relates to any Client Data. The Parties acknowledge that it shall be the Client's responsibility to reply to all such Data Subjects Rights Requests as required by Data Protection Law.

7.1.3 not respond to any Data Subject Rights Requests except on the Client's written instructions or as required by Applicable Laws, in which case Aserve shall, to the extent permitted by Applicable Laws inform the Client of that legal requirement before responding to the Data Subjects Rights Request.

8. PERSONAL DATA BREACHES

8.1 Aserve will, without undue delay and in any event within forty-eight (48) hours on becoming aware of any Personal Data Breach, notify the Client and provide the Client with details of such Personal Data Breach. In such case, Aserve will use its reasonable endeavours to restore the Client Data at the Client's expense (save where the incident was caused by the negligent act or omission of Aserve, in which case it will be at Aserve expense), and will comply with all of its obligations under Data Protection Law in this regard.

8.2 Aserve will cooperate with the Client in implementing any appropriate action concerning the actual or potential Personal Data Breach as the case may be, including corrective actions and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8.3 Aserve will make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a Personal Data Breach from reoccurring.

9. DOCUMENTATION AND COMPLIANCE

9.1 Each Party shall be able to demonstrate compliance with this Addendum.

9.2 Upon reasonable request by the Client, Aserve shall make available to the Client all relevant information in its possession or control as is necessary to demonstrate Aserve' compliance with its

obligations under this Addendum and Data Protection Law in respect of its processing of the Client Data. Aserve shall allow for and reasonably cooperate with audits, including inspections by the Client or an auditor mandated by the Client.

- 9.3 The Client shall bear the reasonable costs and expenses incurred by Aserve in respect of any such audit and any such audit shall not interfere with the normal and efficient operation of Aserve's premises, equipment and business in the course of such an audit or inspection.
- 9.4 Any audit or document inspection shall be carried out during the Term with reasonable prior written notice of no less than thirty (30) Business Days, and shall not be conducted more than once in any twelve (12) month period.
- 9.5 The scope of any audit by the Client shall be agreed in writing between the Parties prior to the commencement of any such audit. The Client may be required to enter into a non-disclosure agreement or such other reasonable confidentiality undertakings as a condition of granting such access.
- 9.6 To the extent permitted under Data Protection Law, Aserve may demonstrate its and, if applicable its Sub-processors', compliance with its obligations under this Addendum through its award of any relevant certification or code of conduct.

10. INTERNATIONAL TRANSFERS

- 10.1 Aserve shall not make any Restricted Transfer unless it is done on the basis of the prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) or instruction of the Client, except where required by Applicable Laws, and the following conditions are met:
 - 10.1.1 there are Appropriate Safeguards in place with regard to the rights of Data Subjects and governing the relevant Restricted Transfer; or
 - 10.1.2 the Restricted Transfer otherwise complies with Data Protection Law.
- 10.2 A Restricted Transfer from Aserve to the Client will be subject to the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as annexed to Commission Implementing Decision 2021/914 of 4 June 2021, which are incorporated into this Addendum by this reference and as follows:
 - 10.2.1 Module One (Controller to Controller) applies in relation to processing personal data that relates to the Client's relationship with Aserve such as contact information of each Party's personnel and billing details;
 - 10.2.2 Module Four (Processor to Controller) applies where Aserve is processing Client Data on behalf of the Client; and
 - 10.2.3 For each Module, where applicable:
 - (a) in Clause 7 (Docking Clause) – the optional provision applies;
 - (b) in Clause 11(a) (Redress) – the optional provision does not apply;
 - (c) in Clause 17 (Governing law) – option 1 applies and "the law of Ireland" applies; and
 - (d) in Clause 18 (Choice of forum and jurisdiction) – the courts of Ireland have jurisdiction.

- (e) in Annex IA: Aserve is the “Data Exporter” and the Client is the “Data Importer” and the full name, address and contact details for the Data Exporter and the Data Importer are as set out in the Agreement, or can be requested by either Party;
- (f) in Annex IB: The: relevant details are those set out in the Appendix 1 to this Addendum;
- (g) in Annex IC: The competent supervisory authority is the Data Protection Commission in Ireland.
- (h) in Annex II: the security provisions contained in the Appendix 2 or other security related provisions in the Agreement apply.

10.2.4 All notices, requests, monitoring and audit rights, conduct of claims, liability, and erasure or return of data relating to the Standard Contractual Clauses will be provided, managed, and interpreted, as applicable, in accordance with the relevant provisions in the Agreement, to the extent that such provisions do not conflict with the Standard Contractual Clauses.

10.2.5 For the avoidance of doubt and notwithstanding any other provisions in this paragraph 10, where the Restricted Transfer is necessary for the establishment, exercise or defence of legal claims, the Client acknowledges that Aserve may transfer personal data, including Client Data, in accordance with Article 49(1)(e) of the GDPR.

11. SUB-PROCESSORS

11.1 The Client agrees and generally authorises the appointment of any Sub-processors by Aserve from time to time for the purpose of providing the Services. Aserve will maintain a list of Sub-processors, which will be available to the Client upon request, and which will contain details of current appointed Sub-processors and any intended changes concerning the addition or replacement of other Sub-processors. If the Client objects to the appointment of any Sub-Processor, then it must confirm this to Aserve and, if the Client does so confirm, the Client acknowledges that it may no longer be able to avail of some or all of the Services.

11.2 The Client acknowledges that details (including the identity and contact details) of any of Aserve’ Sub-Processors is commercially sensitive information. The Client agrees to treat such information as Aserve’ Confidential Information under the General Terms and Conditions.

11.3 Aserve will enter into an agreement with the Sub-processor which places materially the same obligations on the Sub-processor as are upon Aserve under this Addendum (in particular, providing sufficient guarantees to implement Appropriate Technical and Organisational Measures in such a manner that the processing will meet the requirements of Data Protection Law).

11.4 With respect to each Sub-processor, Aserve shall, before the Sub-processor first processes the Client Data, ensure that the Sub-processor is capable of providing the level of protection for the Client Data required by this Addendum.

11.5 Aserve will remain fully liable to the Client in respect of any failure by the Sub-processor to fulfil its data protection obligations in this regard.

12. LIABILITY AND INDEMNITY

12.1 The Client shall indemnify and keep indemnified Aserve in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, Aserve arising from or in connection with any:

- 12.1.1 non-compliance by the Client with the Data Protection Law;
 - 12.1.2 processing carried out by Aserve or any Sub-Processor pursuant to any Instruction that infringes any Data Protection Law; or
 - 12.1.3 breach by the Client of any of its obligations under this Addendum, except to the extent Aserve is liable under paragraph 12.2.
- 12.2 Aserve shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Addendum:
- 12.2.1 only to the extent caused by the processing of Client Data under this Addendum and directly resulting from Aserve's breach of any provision of this Addendum;
 - 12.2.2 in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of this Addendum by the Client; and
 - 12.2.3 subject to the provisions set out in Clause 11 (Limitation of Liability) of the General Terms and Conditions.
- 12.3 If a Party receives a compensation claim from a person relating to processing of Client Data, it shall promptly provide the other Party with notice and full details of such claim.
- 12.4 The Parties agree that the Client shall not be entitled to claim back from Aserve any part of any compensation paid by the Client in respect of such damage to the extent that the Client is liable to indemnify or otherwise compensate Aserve in accordance with paragraph 12.1.
- 12.5 For the avoidance of doubt, nothing in this Addendum operates to relieve either Party of its obligations towards Data Subjects under Data Protection Law. This paragraph 12 is intended to apply to the allocation of liability for Data Protection Losses as between the Parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Law to the contrary, except:
- 12.5.1 to the extent not permitted by Applicable Laws (including Data Protection Law); and
 - 12.5.2 that it does not affect the liability of either party to any Data Subject.

13. DATA PROTECTION OFFICER

Each Party shall, where required by Data Protection Law, appoint a Data Protection Officer.

14. TERM AND TERMINATION

- 14.1 This term of this Addendum shall follow the General Terms and Conditions and shall continue in force until the earlier of the date on which the Parties have discharged their obligations under it or the expiration or termination of the General Terms and Conditions (the **Term**).
- 14.2 This Addendum may be terminated by written agreement of both Parties or on 30 Business Days' written notice by on Party to the other Party.
- 14.3 Following expiration or termination of the Addendum, Aserve will, at the choice of the Client, delete or return to the Client all Client Data in its possession as provided in the Addendum except to the extent Aserve is required by Applicable Laws to retain some or all of the Client Data (in which case Aserve will archive the data and implement reasonable measures to prevent the Client Data from

any further processing). The terms of this Addendum will continue to apply to such Client Data. If the Client does not elect for return of the Client Data within thirty (30) days following the effective date of expiration or termination of this Addendum, Aserve may delete any Client Data thirty (30) days after such expiration or termination date.

15. SPECIFIED POINT OF CONTACT

The contact information for the specified point of contact for any notices or communications as set out under this Addendum for each Party are the contacts as provided in the General Terms and Conditions and/or any relevant Order from the Client for Services from Aserve.

APPENDIX 1

Details of the Processing

Purpose of the Processing	The provision of certain Services by Aserve (as ordered or instructed by the Client) which require the use, collection or other processing of the Client Data by Aserve.
Duration of the Processing	For the duration of the Agreement or until Aserve no longer processes any Client Data on behalf of the Client.
Subject matter of the Processing	The provision of the Services which may include, without limitation, obtaining personal data from several sources such as registers maintained in the public interest, government and regulatory authorities, publicly available websites, directories, social media and subscribed services, and other service providers and local inquiries on the ground.
Nature and Purpose of the Processing	Any action performed on the Client Data (including searching, filing, storing, gathering, analysing, transmitting, copying, disclosing, compiling) for the purpose of performing the Services.
Data Subjects	Individuals notified to Aserve by the Client.
Categories of Personal Data involved	First name, surname, former, prefixes and suffixes; business and residential postal addresses; email address; telephone and fax numbers; occupational roles; website details; dates and places of birth; documentation containing or in connection with births, marriages, and deaths and such other personal data as may be provided by, or obtained on the instruction of, the Client in provision of the Services.

APPENDIX 2

Where paragraph 10.2 of this Addendum applies and insofar as Annex II of the Standard Contractual Clauses applies, the technical and organisational measures including technical and organisational measures to ensure the security of the data that the Client, as Data Importer, must implement may include:

1. Policies, guidelines and procedures governing information security.
2. Password protection for computer access.
3. Automatic locking of idle PCs.
4. Appropriate antivirus software and firewalls used to protect integrity and security of electronically processed data.
5. Unique identifiers for every user with access to data.
6. Employees have access only to personal data required for them to do their jobs.
7. Appropriate security where remote access is allowed.
8. Encryption of data held on portable devices.
9. Data breach procedures.
10. Appropriate physical security.
11. Staff training and awareness.
12. Monitoring of staff accessing data.
13. Controlling physical access to IT systems and areas where paper-based data are stored.
14. Adopting a clear desk policy.
15. Appropriate techniques for destruction of data.
16. Having back-ups of data off-site.
17. Adherence to obligations of statutory or professional secrecy.