1. **Formation of Contract**

1.1 These terms and conditions ("Terms and Conditions") together with any quotation, proposal, estimate or fee quote ("Quotation") provided by or on behalf of the Company (as defined below) shall apply to all contracts for the supply of testing, calibration and/or other services ("Services") carried out by Element Materials Technology Toulouse SAS ("Company") providing the services contemplated therein to a customer ("Customer").

1.2 These Terms and Conditions shall supersede and override any terms or conditions stated or contained in or referred to in the Customer’s purchase order or proposal or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Company's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Written and oral Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and no contract shall come into existence except in accordance with sub-condition 1.4.

1.4 The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. No offer placed by the Customer shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the "Contract").

1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.

1.6 The delivery to the Company by the Customer of any item for testing or calibration by the Company (a "Sample") or the delivery of any request by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Sample or request by the Company, constitute an offer (as referred to in sub-condition 1.4). If the Company begins such testing, calibration or similar services on that Sample, the offer shall be deemed to have been accepted by the Company and a Contract shall be formed. These Terms and Conditions shall apply to that Contract.

2. **Variation including Cancellation, Postponement and Amendment**

2.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorised signatory of the Company. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.

2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, provided that the Customer shall pay to the Company the full amount of the Consideration (as defined in sub-condition 3.1) relating to such order plus all Costs (as defined in sub-condition 3.1) relating to such order incurred by the Company prior to the date of the cancellation, postponement or amendment plus any other losses, expenses and costs incurred by the Company as a result of the cancellation, postponement or amendment.

2.3 The Company reserves the right to review and amend any Quotation prior to contract documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, in approval of such additional requests shall remain at the Company’s discretion.

3. **Prices and Payment**

3.1 The Customer shall pay the Company the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services ("Consideration") and shall pay the Company on demand for any Costs or Consideration not yet paid. The Company may invoice the provision of the Services ("Costs"), unless expressly agreed otherwise in writing.

3.2 The Company may issue invoices in respect of Services:

3.2.1 upon completion of the Services; or

3.2.2 upon completion to the Company’s reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

3.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

3.3 The Customer shall pay the Consideration and Costs stated in any invoice the Company’s Services or Services performed under the Contract, but may require careful validation in order to be extrapolated to a production scale.

3.4 The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer in cleared funds in the currency specified in the Company's Quotation, proposal or order confirmation. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of these Terms and Conditions, the Customer shall include payments for fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

3.5 In default of payment within the thirty (30) days, the Company may as of right ("de plein droit"); suspend any further Services being carried out for the Customer; withhold the provision of Reports (as defined in sub-condition 4.2); alter or withdraw credit terms; and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at the higher of (i) a rate equivalent to 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency or (ii) the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. The applicable rate in case of late payment during the first half of the year concerned will be the rate in force as at 1 January of that year and, during the second half of the year concerned, the rate applied shall be the rate in force on 1 July of that year. A fixed charge of EUR 40 shall also be due in compensation for recovery costs, plus additional reasonable costs incurred.

3.6 The Company may retain or set off any sums owed to it by the Customer which have been paid or other sums due to the Customer under this Contract or any other agreement between the parties or any of their Group Companies. "Group Company" means, in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

4. **Services**

4.1 Subject to the remaining sub-conditions of this condition 4, the Company will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

4.2 The Company will use its reasonable endeavours to complete Services and if a reasonable time is not required, to provide reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "Report") or certificate thereon to the Customer by any date reasonably requested in writing by the Customer. The Company’s maximum liability to the Customer for (i) any delay in the performance of an obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay, shall not exceed 5% of the Consideration.

4.3 The Company’s obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time.

4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the
5.1 The Customer shall supply as much information as possible, including any mark or instructions in writing as to the treatment and handling of particular items of its property, the Company shall use its reasonable endeavours to comply with such instructions.

5.2 The Customer shall inform the Company in writing prior to the Company carrying out any Service on a Customer site or Sample that is of a dangerous or unstable nature, as well as any Sample or Service requirement in order to assist in achieving an efficient Service. If a Customer provides the Company with detailed instructions on the Sample and any equipment provided to the Company by the Customer.

5.3 The Customer acknowledges and expressly agrees that, subject to sub-condition 5.4 where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered to the Company to the Customer in relation to the Contract. Under no circumstances will the Company be responsible for any additional costs or damages, including special or indirect costs or losses, resulting from destruction or loss of the Customer’s property.

5.4 Where testing, analysis or other services are carried out, the Company reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is in, the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the Company as to the length of time such property is kept before being destroyed.

6. Re-Delivery

6.1 The Company will, at the Customer’s reasonable request, deliver the Customer’s property (other than that which is destroyed as part of the Services) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged or destroyed in transit directly and solely against such delivery company or other person.

6.2 Unless specifically instructed to the contrary in writing by the Customer, the Company reserves the right to properly dispose of Customer’s property after three (3) months from completion of the Services. The Company reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the Company as to the length of time such property is kept before being destroyed.

7. Title & Security

7.1 Title to the Customer’s property which is delivered to the Company and all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under these Terms and Conditions) shall remain with the Customer at all times, who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it until all sums due and owing to the Company by the Customer have been paid.

8. Liability and Indemnity

8.1 This condition 8 sets out the entire and aggregate liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract, any use made of Samples or any part of them on which Services are carried out and any representation or statement arising under or in connection with the Contract.

8.2 Other than as expressly set out herein and as specifically warranted in writing to the Customer by an officer or duly authorised signatory of the Company in accordance with sub-condition 2.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION 8, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:

8.3.1 LOSS OF PROFITS; LOSS OF BUSINESS, LOSS OF CUSTOM; LOSS OF MAQUETS; LOSS OF MARKETS; DAMAGE INCURRED AS A RESULT OF A THIRD PARTY CLAIM; DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS;

8.3.2 ANY SPECIAL OR INDIRECT LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

8.4 SUBJECT TO CONDITIONS 8 AND 8.8, THE COMPANY’S TOTAL AND ACCUMULATIVE LIABILITY TO THE CUSTOMER ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE HIGHER OF (i) EUR6,500 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. Save in cases of death or personal injury where the Customer is entitled to recover but excluding any contribution under the Payout Policy, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

8.4.1 the Company notifies the Customer in detail and in writing of the alleged basis for the claim within (12) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or unsatisfactory.

8.5 Except where the Services are provided to a person who deals as a consumer (within the meaning of the French Consumer Code), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.

8.6 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.

8.7 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:

8.7.1 breach of any law by the Customer in connection with the performance of the Services;

8.7.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing
or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Company or any Intellectual Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer’s liability under this indemnity shall be unlimited.

8.8 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

8.8.1 death or personal injury resulting from negligence; or
8.8.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
8.8.3 any other matter which may not be limited or excluded by law.

8.9 As from and following the effective date of assignment, the Company shall be fully released from any responsibility or liability under or in connection with the Contract. By way of derogation from Section 1222 of the French Civil Code, if the Company fails to meet its contractual obligations under the Contract for any reason whatsoever (including reasons of force majeure, as defined above), the Customer shall not be entitled to perform or to have a third party perform those contractual obligations without prior express consent of the Company. Neither any reimbursement of fees, nor any advance may be required from the Company without Company’s prior written consent.

8.10 This condition 8 shall survive termination of the Contract.

9. Intellectual Property Rights

9.1 In this condition 9, the following definitions apply:

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyrights, rights to designs, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

9.2 All Intellectual Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.

9.3 Ownership, copyright and “droit d’auteur” in the Report shall remain with the Company. Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license), subject to the terms of sub-condition 9.2 and this sub-condition 9.3.

9.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s), copyright(s) and all other Intellectual Property Rights of any part of the Report shall belong to and remain the property of the Company and cannot be sold or licensed by the Customer.

9.5 When certification is granted the Company shall award a licence to the Customer to use the Company’s certification mark(s) and logos owned by the Company. The Customer shall remain the property of the Company and cannot be sold or licensed by the Company.

9.6 The Customer shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

9.7 Except for the rights to use set forth in condition 10, this Contract does not grant and shall not be construed as granting, any rights to either party to any patent or mark and neither party shall be entitled (without the prior written consent of the other party) to any patent or mark (whether registered or not) belonging to the other party’s name in connection with any publication and may not give any press release or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

10. Use of Reports

10.1 The Reports constitute confidential information that is to be protected and shall be used solely to:

10.1.1 assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;
10.1.2 comply with the Customer’s customer and other third party requirements for the delivery and use of the data recited in the Reports;
10.1.3 present or respond on a claim in a court of law (provided that, where this is the purpose for which the Report is instructed this has been agreed with the Company in advance of the Report being instructed); or
10.1.4 present or respond as required by law or any regulatory body.

10.2 The Customer hereby undertakes that it shall not:

10.2.1 except as set out in sub-condition 10.1, disclose a Report (or information contained within a Report) to any third party without the prior written consent of the Company; or
10.2.2 replicate or present a Report except in full as delivered by the Company without the prior written consent of the Company; or
10.2.3 use a Report, or any portion thereof, in any manner that might reflect unfavorably upon the Company or its group, or which might result in misrepresentation, misinterpretation, or other comments or communications that could be misleading or false.

11. Premises

The Company’s premises (the “Premises”) are a designated security area and:

11.1.1 the Company reserves the right to refuse admission to the Premises;
11.1.2 unless otherwise agreed in advance by the Company, one visitor per Customer may be admitted on request to witness the Services carried out for that Customer; and
11.1.3 the Customer shall not allow visitors to the Premises, shall conform to the Company’s regulations and procedures.

11.2 Where any aspect of the Service is undertaken on premises not occupied by the Company or under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations, and save as otherwise agreed in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company’s personnel during the visit to said premises.

11.3 In addition to any other obligations set out in the Quotation and the provisions of sub-condition 11.2, where Services are provided at the premises of the Customer, the Customer shall:

(i) provide the Company with necessary access to any Customer premises;
(ii) ensure that any premises provided by the Customer for the provision of any part of the Services is suitable for that purpose;
(iii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and
(iv) provide the Company with any permits required for the performance of the Service.

12. Court and Other Proceedings

12.1 In the event that the Company requires the Customer to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration.

12.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any service which is required to be performed by the Company in the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding Consideration under the Contract and whether or not the Company has closed the Customer file.

12.3 If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

12.4 This condition 12 shall survive termination of the Contract.

13. Termination

For the purposes of the condition 13, “Sanctions Rules” shall mean any applicable economic, trade or financial sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

13.1 If the Customer becomes subject to any of the events specified in sub-condition 13.2, the Company may terminate the Contract as of right ("de plein droit") with immediate effect by giving written notice to the Customer.

13.2 For the purposes of sub-condition 13.1, the relevant events are:

13.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Customer requiring remedy within the period specified in the said notice; or
13.2.2 if the Customer fails to make payment of the Consideration within the specified time;
13.2.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall;
13.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer;
13.2.5 the Customer ceases, or threatens to cease, to carry on business; and
13.2.6 if the Company reasonably apprehends that providing the Services or dealing with the Customer would be in breach of Sanctions Rules, the Customer fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Company does anything which is in breach of, or would cause the Company to be in breach of, Sanctions Rules.

13.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

13.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Force Majeure
The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, accident, terrorism, explosion, strike or labour dispute, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control, provided that this condition 14 shall not apply to any obligation to make any payments due to the Company under the Contract.

15. Waiver of Compliance
Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

16. Entire Agreement
16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17. Severability
If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof. In the Company's sole discretion it may terminate the Contract as of right ("de plein droit") by not less than seven (7) days' written notice to the Customer in the event that it considers that such deletion will have a materially adverse effect on its rights under the Contract.

18. No Partnership or Agency
18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Third Parties
A person who is not a party to the Contract shall not have any rights under the Contract.

20. Data Protection
For the purposes of this condition 20, "Data Protection Laws" shall mean up to and including 24 May 2018 the Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, and on and from 25 May 2018 the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR", Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC of the European Parliament and of the Council) as in force at the date of this Contract and all laws and regulations of any other jurisdiction that require the same level of protection or protection of personal data.

20.1 in this condition 20, "Process/Processing/Processed", "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Personal Data Breach" shall have the same meaning as in the Data Protection Laws.

20.2 The Customer agrees not to provide or otherwise make available Personal Data to the Company, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required by law, in which case such additional Personal Data shall be specifically identified in advance by Customer and agreed to in writing by the Company.

20.3 Where Personal Data is Processed by a party under or in connection with the Contract that party, as Data Processor, shall:
20.3.1 not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than as required to meet the other party's (as Data Controller) lawful, documented and reasonable instructions (which shall not otherwise agree be to process Personal Data as necessary to provide the Services pursuant to the terms of this Contract), unless required by a law to which the Data Processor is subject, provided that in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. In particular, the Data Processor shall inform the Data Controller of any chilling effect that the transfer of data outside the EEA subject to the Data Processor complying with the requirements of Articles 45 to 49 of the GDPR;
20.3.2 upon becoming aware of a Personal Data Breach:
(a) notify the Data Controller without undue delay; and
(b) assist the Data Controller in connection with compliance with the Data Protection Laws.
20.3.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under the Data Protection Laws:
(a) notify the Data Controller as soon as reasonably practicable;
(b) assist the Data Controller by implementing appropriate technical and organisational measures to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 20.3.3.
20.3.4 ensure that at all times it has in place appropriate technical and organisational measures as required by Article 32 of the GDPR;
20.3.5 ensure that any employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;
20.3.6 implement appropriate organisation and technical measures to assist the Data Controller in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing and the information available to the Data Processor; not authorise any sub-contractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may process Personal Data on its behalf and that the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are no less protective than those set out in this condition 20, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and
20.3.7 cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Controller's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information or data available to the Data Processor other than that data which the Data Processor is required to retain the Personal Data due to a legal or regulatory requirement, or by a requirement of an accreditation body.
audit or review exercise, conducted by the Data Controller or an auditor mandated by the Data Controller to provide assurance that the Data Processor is in compliance with the obligations set out in this condition 20, provided always that this requirement shall not oblige the Data Processor to provide or permit access to information concerning:

(i) the Data Processor’s internal pricing information; (ii) information relating to other clients of the Data Processor; (iii) any Data Processor non-public external reports; or (iv) any internal reports prepared by the Data Processor’s internal audit or compliance functions. The Data Processor may not inform the Data Controller if, in its opinion, an instruction provided by the Data Controller pursuant to this Contract infringes the GDPR or other EU or Member State data protection provisions.

21. Sub-contracting

21.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole or part of any part of the Service.

21.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.

21.3 The Contract is personal to the Customer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company’s prior written consent.

22. Confidentiality

For the purposes of this condition 22, “Confidential Information” shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party’s business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party’s relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.

22.1 Each party (the “Recipient”) shall keep all Confidential Information of the other party (the “Disclosing Party”) in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.

22.2 Notwithstanding condition 22.1, a Recipient may disclose Confidential Information which it has received if:

22.2.1 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);

22.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;

22.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or

22.2.4 it is information which subsequently becomes public knowledge otherwise than by breach of the Contract by the Recipient.

22.3 In the event of an information request being made to a Recipient pursuant to any law or regulations, the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.

22.4 The obligations of the parties under this condition 22 shall continue to apply without limit of time.

23. Export Control Licence

For the purposes of this condition 23, “Export Control Licence” shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any French or foreign authority which, from time to time, is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights.

23.1 The Company’s performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licences. If any such Export Control Licence requires signed end user certificates or any other French or foreign governmental or court approvals or consents the parties agree to assist or must immediately inform the Data Controller if, in its opinion, an instruction provided by the Data Controller pursuant to this Contract infringes the GDPR or other EU or Member State data protection provisions.

23.2 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service, of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction.