

FREEMAN

Terms and Conditions of Business

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1. INTERPRETATION

1.1. **Definitions.** In these Terms and Conditions, the following definitions apply:

Agreement: The framework agreement (if any) entered into between Freeman and the Client to which these Terms and Conditions apply and under which separate Client Orders are placed for the purchase of Services or any other written agreement entered into between Freeman and the Client to which these Terms and Conditions apply.

Build Up Period: The Build Up Period is the period utilised to construct and install exhibition stands and facilities, such period being specified by an Event Organiser.

Business Day: A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Client: As the case may be, an Exhibitor Client, an Event Organiser Client or a Consultancy Client.

Client Order: In relation to:

1. An Exhibitor Client, an Exhibitor Order.
2. An Event Organiser Client, such Client's written acceptance of a Quotation[, evidenced by a purchase order setting out the Event Services (including any Equipment and the number of items of Equipment) required by the Client] for a particular Event, or a Statement of Work signed by or on behalf of the Event Organiser Client (whether or not it is signed by Freeman).
3. A Consultancy Client, such Client's written acceptance of a Quotation[, evidenced by a purchase order setting out the Consultancy Services required by the Client] for a particular Event, or a Statement of Work signed by or on behalf of the Consultancy Client (whether or not it is signed by Freeman).

Client Order Acceptance: Freeman's confirmation that the Client Order has been received and accepted by Freeman which may be evidenced by the issuance of an invoice, or by confirmation in writing (including by email or any message or other indication on any electronic portal operated by or on behalf of Freeman for the purposes of dealing with Quotations, Client Orders and/or acceptance of Quotations and/or Client Orders) from Freeman to the Client, or by Freeman signing a Statement of Work relating to the same Services.

Consultancy Client: An individual or organisation which is purchasing Consultancy Services from Freeman.

Consultancy Services: The range of consultancy Services offered by Freeman, from time to time and not comprising part of Event Services and/or Exhibitor Services.

Contract: a contract between Freeman and a Client for the supply of Services in accordance with these Terms and Conditions and any applicable Agreement.

Cut Off Date: The latest time for the giving of a Client Order will be 10 calendar days prior to the first day of the Build Up Period or such other date as may be specified in any applicable Quotation and/or Statement of Work.

Construction: The process of building exhibition stands, features and associated graphics in connection with an Exhibition or Event.

Data Processor: Shall have the meaning set out in Appendix 4.

Data Protection Legislation: The GDPR and any European Union Member state national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and in relation to the UK any successor legislation to the GDPR and the Data Protection Act 2018.

Duration of the Event: The period comprising the Build Up Period, Open Period and Pull Out Period.

Equipment: All equipment, property, plant, machinery, Interior Fittings, electrics, lightings, furnishings and other items supplied by Freeman to the Client in connection with the supply of Services.

Event: Any event which may consist of exhibitions, seminars, conferences, receptions or gatherings where Event Services, Exhibition Services or Other Services are provided.

Event Organiser: The organiser or promoter of an Event which may be, but will not necessarily be, a client of Freeman.

Event Organiser Client: An Event Organiser that is also a contracted client of Freeman in respect of the same Event.

Event Services: The range of services offered by Freeman to an Event Organiser and may include the provision of advice, supply of Equipment, and labour for the Construction and installation and smooth running of the Event(s).

Exhibition: An Exhibitor Client's exhibition or stand at or in connection with an Event.

Exhibition Services: The range of services offered by Freeman to an Exhibitor which may include the supply of Equipment, labour for the Construction and/or installation of an Exhibition.

Exhibitor: An individual or organisation, contracting with an Event Organiser to take space at an Event. An Exhibitor may be, but will not necessarily be, a client of Freeman.

Exhibitor Client: An Exhibitor that is a contracted client of Freeman in respect of an Event.

Exhibitor Manual(s): Manuals issued by the Event Organiser to an Exhibitor in connection with an Event.

Exhibitor Order: An Exhibitor's order of Exhibition Services from Freeman, whether by way of email, electronically through a portal for such purpose, telephone call or an Exhibitor's written purchase order, a Statement of Work signed by or on behalf of an Exhibitor (whether or not it is signed by Freeman) (in each case, whether or not an acceptance of a Quotation) but in relation to any Exhibitor Order placed by way of telephone call, such order shall not be deemed made until 5:00 p.m. on the third Business Day following the date on which the telephone call was made (the date of such call being the first Business Day), save in relation to Site Orders placed by telephone call which Site Orders shall be placed immediately.

Force Majeure Event: Has the meaning given to it in section 15.

Freeman: Means The Freeman Company (UK) Limited (a company registered in England and Wales with company number 8428643) and/or any of its subsidiaries from time to time.

Fully Costed Rate: The Freeman hourly cost of labour, incorporating a pro rata proportion of indirect costs and overheads from time to time, such rate being available to the Client upon request from Freeman.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Hired Equipment: Equipment which is hired by a Client from Freeman in connection with the Services.

Intellectual Property Rights: Means all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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 design, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, 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.

Interior Fittings: Optional extras which a Client may request from Freeman including shelving, storage, security sheet, special flooring, ceiling covers, notice boards, coat racks, garment rails, panel colour changes, literature racks, curtains, additional wall panels and doors.

Late Orders: Client Orders submitted to Freeman after the Cut Off Date.

Open Period: The period during which an Event is open to visitors.

Other Services: include, but are not restricted to, the hire of furniture, carpets and carpet tiles, electrical fittings, and the purchase of flowers and management and Consultancy Services which a Client may request from Freeman.

Price: The price will be the price set out in the applicable Quotation, Exhibitor Order (if accepted by Freeman), Statement of Work or the price otherwise agreed between Freeman and a Client for Services.

Pull Out Period: The period after the Open Period during which an Event is dismantled.

Quotation: A quotation provided by Freeman to a Client whether in hard copy or electronic form. The Quotation sets out the total price for a prospective Client Order.

Services: Exhibition Services, Event Services, Other Services and/or Consultancy Services.

Site: Location of the Event.

Site Orders: Client Orders placed on Site.

Statement of Work: Shall have the meaning given to such term in any applicable Agreement

Terms and Conditions: These terms and conditions of business as amended from time to time.

1.2. **Construction.** In these Terms and Conditions, the following rules apply:

1.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. a reference to a party is a party to a Contract and/or an Agreement and includes that party's personal representatives, successors or permitted assigns;

1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. 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; and

1.2.5. A reference to writing or written includes faxes and e-mails and any electronic portal operated by or on behalf of Freeman for the purpose of dealing with Quotations, Client Orders and/or the acceptance of Quotations and/or Client Orders.

1.3. The provisions of sections 1 to 16 (inclusive) of these Terms and Conditions shall apply to all Clients. In addition, Appendix 1 shall apply to Event Organiser Clients, Appendix 2 shall apply to Exhibitor Clients and Appendix 3 shall apply to Consultancy Clients. Appendix 4 shall apply if Freeman is a Data Processor for a Client in relation to any part of the Services.

2. INTRODUCTION

2.1. In placing a Client Order with Freeman the Client accepts, with no reservation, that these Terms and Conditions take the place of any other document, prior written or oral agreement, save for any applicable Agreement.

- 2.2. The Client Order constitutes an offer by the Client to purchase Services (including the hire of any Equipment) from Freeman in accordance with these Terms and Conditions. For the avoidance of doubt, where a Quotation is provided by Freeman to the Client, that Quotation does not constitute an offer to provide Services.
- 2.3. Without prejudice and subject to section 3.2, the Client Order shall only be accepted when Freeman issues a Client Order Acceptance at which point and on which date a Contract shall come into existence.
- 2.4. In placing a Client Order with Freeman, the Client accepts, with no reservations, that any subsequent Contract (including these Terms and Conditions and any applicable Agreement) formed in relation to such Client Order, together with any applicable Quotation(s), constitutes the entire agreement between Freeman and the Client. The Client acknowledges that it has not relied on any other document, prior written or oral agreement, statement, representation or warranty. These Terms and Conditions apply to a Contract to the exclusion of any Client's terms and conditions of purchase or hire, or any other terms that the Client seeks to impose or incorporate.
- 2.5. Each Contract will be interpreted and applied in accordance with English Law and the parties to a Contract agree to submit to the exclusive jurisdiction of the English Courts.
- 2.6. Freeman will supply Services in accordance with these Terms and Conditions and any applicable Agreement.
- 2.7. In the event of any conflict or inconsistency between these Terms and Conditions and any applicable Quotation, Statement of Work and any Agreement, the following order of priority shall apply to the extent necessary to resolve the conflict or inconsistency:
 - 2.7.1. the Agreement (excluding the Statements of Work);
 - 2.7.2. the applicable Statement of Work;
 - 2.7.3. the Terms and Conditions; and
 - 2.7.4. the Quotation(s).

For the avoidance of doubt, an express reference in an Agreement to a particular paragraph of these Terms and Conditions or to these Terms and Conditions relating to a particular subject shall be treated as part of the Agreement and fall under section 2.7.1 in the event of a conflict or inconsistency with the applicable Statement of Work.

3. ORDERS

3.1. Order Placing

- 3.1.1. In relation to Event Organiser Clients, a Client Order must be evidenced in writing by the Client sending to Freeman written acceptance of a Quotation or a Statement of Work signed by said Client. In relation to Exhibitor Clients, a Client Order must be evidenced by the Client providing to Freeman an Exhibitor Order. In relation to Consultancy Clients, a Client Order must be evidenced in writing by the Client sending to Freeman written acceptance of a Quotation or a Statement of Work signed by such Client.
- 3.1.2. Except where otherwise expressly stated by Freeman, these Terms and Conditions will apply to Quotations, Client Orders, Exhibitor Orders, Site Orders, Late Orders and Pre Payment Order Forms placed with Freeman by a Client, Statements of Work and also apply to any variation or cancellation of a Client Order.
- 3.1.3. With the exception of Site Orders, all Exhibitor Client Orders and Event Organiser Client Orders must be received before the Cut Off Date. Late Orders (if accepted by Freeman, which will be at Freeman's sole discretion) may be subject to any surcharge rate(s) that Freeman may notify to a Client or to Clients from time to time. The surcharge rates will also apply to any Exhibitor Client or any Event Organiser Client request to change a Client Order and / or additional Client Orders made after the Cut Off Date.

3.2. Order Acceptance

- 3.2.1. Acceptance of a Client Order by Freeman will be evidenced by the delivery of a Client Order Acceptance by Freeman.
- 3.2.2. Acceptance of a Client Order is at Freeman's sole discretion, and without prejudice to such general statement, may be conditional on the timing of the receipt of the Client Order and on the availability of Equipment. Freeman reserves the right to supply in lieu and in place of the Equipment ordered, any Equipment that is substantially similar and is fit for the general purpose of the required items of Equipment.

3.3. Order Cancellation

- 3.3.1. For Event Organiser Clients see Appendix 1, section 1 of these Terms and Conditions.
- 3.3.2. For Exhibitor Clients see Appendix 2, section 1 of these Terms and Conditions.
- 3.3.3. For Consultancy Clients see Appendix 3, section 1 of these Terms and Conditions.

4. PRICES AND VARIATIONS

- 4.1. For Event Organiser Clients see Appendix 1, section 2 of these Terms and Conditions.
- 4.2. For Exhibitor Clients see Appendix 2, section 2 of these Terms and Conditions.
- 4.3. For Consultancy Clients see Appendix 3, section 2 of these Terms and Conditions.

4.4. All Prices quoted are exclusive of VAT.

5. DELIVERY, RETURN AND DISPUTES

5.1. Any dates quoted for delivery of Equipment are approximate only, and the time of delivery is not of the essence. Freeman shall not be liable for any delay in delivery of Equipment that is caused by a Force Majeure Event or a failure by an Event Organiser to give access to the Site or the Client's failure to provide Freeman with adequate delivery instructions or any other instructions that are relevant to the delivery of the Equipment.

5.2. Freeman may deliver the Equipment by instalments.

5.3. It is the duty of the Client to provide at an Event, a duly authorised representative to accept delivery of the Equipment and any other goods ordered, and, if required by Freeman, to provide a written receipt. Acceptance of delivery by such representative shall constitute evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

6. WARRANTY

6.1. Freeman warrants that:

6.1.1. on delivery, the Equipment shall substantially conform to the Exhibitor Order, Quotation or Statement of Work, whichever is applicable, be of satisfactory quality and fit for the purpose held out by Freeman; and

6.1.2. Services will be provided using reasonable care and skill.

6.2. In relation to Equipment provided in respect of an Event, provided that the Open Period has not commenced, in the event of non-delivery or if the Client is not satisfied that the Equipment ordered has been delivered in conformity with section 6.1, then the Client must notify a member of Freeman's team on Site immediately, and in any event prior to the commencement of the Open Period of the Event. If the Client is not satisfied with the remedial action proposed or taken by Freeman, the matter should be raised with a senior member of Freeman team on Site. If the Equipment is supplied following a Site Order, then the Client must raise any concern immediately.

6.3. In the event of a complaint or dispute that cannot be resolved on Site or where Equipment is delivered otherwise than in relation to an Event, the Client will submit its complaint in writing to Freeman as soon as possible and in any event, within 5 Business Days of delivery of the Equipment. Freeman will consider the complaint and respond to the Client within 10 Business Days.

6.4. Subject to sections 6.1 to 6.3 inclusive, and on Freeman being given a reasonable opportunity to examine the Equipment concerned, Freeman shall, at its option, repair or replace the defective Equipment, or refund the Price paid for the defective Equipment.

- 6.5. Freeman shall not be liable for the Equipment's failure to comply with section 6.1 if:
- 6.5.1. the Client makes any further use of the Equipment after raising a complaint under section 6.2;
 - 6.5.2. the defect arises because Client failed to follow Freeman's oral or written instructions as to the storage, installation, commissioning or use of the Equipment or good trade practice;
 - 6.5.3. the defect arises as a result of Freeman following any specific specifications or drawings supplied by the Client;
 - 6.5.4. the Client alters or attempts to repair the Equipment without Freeman's written consent;
 - 6.5.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 6.5.6. the Equipment differs from its description because of changes made to comply with applicable statutory or regulatory standards.
- 6.6. If, after return, apparently defective Equipment is found by Freeman to meet specification and is fully operational, then the Client will be charged for Freeman's costs in recovering and replacing the item with all costs calculated at the Fully Costed Rate.
- 6.7. Except as provided in this section 6, Freeman shall have no liability to Client in respect of the Equipment's failure to comply with section 6.1.

7. HIRED EQUIPMENT

- 7.1. All Equipment and any other goods supplied by Freeman shall be on hire only (Hired Equipment).
- 7.2. From its delivery, the risk of loss, theft, damage or destruction of the Hired Equipment shall pass to the Client. The Client will be responsible for the safety of Freeman's Hired Equipment throughout the Duration of the Event and until the Hired Equipment is collected from the Site by Freeman or returned to Freeman's premises, and will be responsible for any damage to Freeman's Hired Equipment caused by the actions of the Client or its employees, agents, representatives, advisors, customers, prospective customers or visitors to its Event. Freeman recommends that the Client checks its insurance to make sure that the Hired Equipment is fully insured to its full replacement value against all risks. Clients are reminded that the period of the insurance cover for Hired Equipment should include at least five days prior to the Opening Period of the Event for which the Hired Equipment is hired, and at least five days after the Opening Period has concluded.
- 7.3. Hired Equipment shall at all times remain the property of Freeman and the Client shall have no right, title or interest in or to the Hired Equipment (save the right to possession and use subject to these Terms and Conditions).

- 7.4. Freeman shall enter the Site to collect and to remove its Equipment following the expiry of the Open Period and before the end of the Pull Out Period or as otherwise set out in the Client Order.
- 7.5. During the period of hire, the Client undertakes:
- 7.5.1. to use the Hired Equipment in accordance with its usual purpose, to do nothing nor allow anything to be done that could lead to its damage or its disappearance, to give it the normal maintenance required, to maintain, at Client's expense, the Hired Equipment in good and substantial repair, and to comply with Freeman's particular recommendations, specific advice for use, and appropriate warnings including any warnings in these Terms and Conditions, the Exhibitor Order Form, any specifications sheets, any oral or other advice given by Freeman and/or any documents handed over to the Client on delivery of the Equipment;
 - 7.5.2. not to carry out any modification or repair to the Hired Equipment whatsoever;
 - 7.5.3. not to nail, apply adhesive or paint, or damage the Hired Equipment in any way without Freeman's written consent;
 - 7.5.4. to permit any of Freeman's representatives or persons authorised by the latter, unrestricted access to the Hired Equipment installed for purposes of maintenance or inspection;
 - 7.5.5. to return goods to Freeman free of any mortgage, charge, lien or any other encumbrance;
 - 7.5.6. to be responsible for any electrical item connected to a socket or mains connection installed by Freeman and to accept full responsibility and all consequential costs resulting from the connection of a faulty or inappropriate electrical item connected to a socket or mains connection installed by Freeman;
 - 7.5.7. not use the Hired Equipment for any unlawful purpose;
 - 7.5.8. if requested by Freeman, to ensure the Hired Equipment is identifiable as being Freeman's property;
 - 7.5.9. to pay Freeman an amount equal to the cost of repair or replacement (as appropriate) for any item of Hired Equipment damaged whilst in the care of the Client however caused; and
 - 7.5.10. to indemnify Freeman on demand against all losses, costs, charges, damages and expenses incurred as a result of a breach of this section 7.5.
- 7.6. Freeman disclaims all responsibility concerning documents, objects, samples, Hired Equipment or other goods present in/under/on the Hired Equipment hired by the Client.

- 7.7. All Hired Equipment should be emptied of personal belongings immediately at the end of the Open Period of the Event, in order that Hired Equipment may be removed from Site as quickly as practicable. Freeman accepts no responsibility for the safe custody of goods left in cabinets, draws or any other storage items.

8. PAYMENT

- 8.1. Payments in respect of any invoice raised by Freeman must be made in accordance with any applicable Agreement or Contract and this section 8.
- 8.2. All payments made to Freeman must include VAT, and payments may be made by cheque, bank transfer, draft (deemed without costs and returned accepted by the Client within eight Business Days from its being sent), promissory note or transfer or (with the payment of an additional charge as set out in Freeman's invoice) by credit card.
- 8.3. The Client shall pay all amounts due under any Agreement, Contract and any invoice in full without any set-off, counterclaim, deduction or withholding except as required by law. Freeman may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Freeman to the Client (if any).
- 8.4. The Client will not be granted any discount for early payments.
- 8.5. Unless otherwise agreed in writing by Freeman, and without prejudice to any other right or remedy available to Freeman, the Client's failure to pay any sums due on or before the due date specified in an invoice will give Freeman the right to suspend its obligations under a Contract or terminate such Contract with immediate effect, at Freeman's sole discretion.
- 8.6. In the event of late payment, Freeman reserves the right to charge interest at a rate of 5% per annum over the HSBC Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Exhibitor Client shall pay the interest together with the overdue amount.

9. SITE STANDARDS AND EXHIBITION CONSENTS

- 9.1. For Event Organiser Clients see Appendix 1, section 4.
- 9.2. For Exhibitor Clients see Appendix 2, section 4.

10. DAMAGE TO SITE

Any damage caused to the Site from the supply of Equipment or Services, or the use of the Equipment will be the sole responsibility of the Client except for damage caused as a result of Freeman's negligence. Freeman accepts no responsibility for damage which arises as a direct consequence of actions taken based on the specific instructions received from the Client (whether in writing or orally).

11. INTELLECTUAL PROPERTY RIGHTS, ILLUSTRATIONS AND PHOTOGRAPHS

- 11.1. All Intellectual Property Rights in existence at the commencement of a Contract shall remain the exclusive property of the party owning it at such time. Any future Intellectual Property Rights created in connection with any Contract shall vest in and be owned absolutely by the party creating or developing it.
- 11.2. Each party shall use reasonable endeavours not to do anything which may damage the other party's Intellectual Property Rights.
- 11.3. For the avoidance of doubt, all floor plans, designs, drawings, plans, models and any other materials prepared by Freeman remain Freeman's property and its copyright and are provided to Clients solely for their use in connection with a Contract for the purchase of Services.
- 11.4. Any samples, drawings, illustrations, photographs and other descriptive matter featured in the sales documentation (irrespective of the medium) are for guidance only are not binding specifications and shall not form part of a Contract or any Client Order or have any contractual force.
- 11.5. Clients may photograph work carried out by Freeman for their own marketing purposes only and attention is drawn to section 11.3 above regarding the use of Freeman designs.

12. CONFIDENTIALITY

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by section 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the applicable Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this section 12; and
 - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the applicable Contract.

13. INSURANCE AND LIMITATION OF LIABILITY

- 13.1. Without prejudice to section 13.2, Freeman's maximum aggregate liability for breach of a Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £500,000.

- 13.2. Nothing in these Terms and Conditions or any other part of a Contract shall exclude or in any way limit:
- 13.2.1. either party's liability for death or personal injury caused by its own negligence;
 - 13.2.2. either party's liability for fraud or fraudulent misrepresentation; or
 - 13.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 13.2.4. any other liability which cannot be excluded by law.
- 13.3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from each Contract.
- 13.4. Without prejudice to section 13.2, Freeman shall under no circumstances be liable to a Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract.

14. TERMINATION

- 14.1. Without affecting any other right or remedy available to it, Freeman may terminate a Contract with immediate effect by giving written notice to the Client if:
- 14.1.1. the Client fails to pay any amount due under such Contract or pursuant to an invoice on the due date for payment;
 - 14.1.2. the Client commits a material breach of any other term of such Contract (including these Terms and Conditions and any applicable Agreement) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;
 - 14.1.3. the Client repeatedly breaches any of the terms of such Contract (including these Terms and Conditions and any applicable Agreement) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of such Contract;
 - 14.1.4. due to the Client's default, Hired Equipment is, in Freeman's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated; or
 - 14.1.5. the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate a Contract with immediate effect by giving written notice to the other party if:

- 14.2.1. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.2.2. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
 - 14.2.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company);
 - 14.2.4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 14.2.5. the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 14.2.6. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 14.2.7. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
 - 14.2.8. any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in section 14.2.1 to section 14.2.7 (inclusive).
- 14.3. Upon termination of a Contract, however caused:
- 14.3.1. Freeman's consent to the Client's possession of Hired Equipment shall terminate and Freeman may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Hired Equipment, or Purchased Equipment which has not been paid for in full and for this purpose may enter the Site or any premises at which the Equipment is located; and
 - 14.3.2. without prejudice to any other rights or remedies of the Client, the Client shall pay to Freeman on demand:

14.3.2.1. all sums due but unpaid at the date of such demand together with any interest accrued;

14.3.2.2. any costs and expenses incurred by Freeman in recovering the Equipment and/or in collecting any sums due under such Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

15. FORCE MAJEURE

- 15.1. For the purposes of these Terms and Conditions, "Force Majeure Event" means an event beyond the reasonable control of Freeman including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Freeman or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 15.2. Freeman shall not be liable for delay in performing or failing to perform any obligation under a Contract (including these Terms and Conditions and any applicable Agreement) if any such delay or failure results from a Force Majeure Event.
- 15.3. Freeman's obligations for completion of a Contract will be suspended for the duration of a Force Majeure Event. Should Freeman be unable to resume its obligations before the Open Period of the Event, Freeman and the Client shall, without limiting its other rights or remedies, have the right to terminate such Contract immediately by giving written notice to the other party. All costs incurred by Freeman in connection with such Contract up to that point will remain the liability of the Client.
- 15.4. If Freeman is unable to provide all or any of the Equipment and/or Services ordered by the Client under a Contract during the whole or part of the Duration of the Event as a result of a Force Majeure Event, Freeman's liability shall be limited to the return of a corresponding proportion of the monies paid by the Client for such Services which were not delivered or provided and Freeman shall not be liable to the Client for any loss or consequential costs.

16. GENERAL

16.1. Variation

Except as set out in these Terms and Conditions and/or any applicable Agreement, no variation of a Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing.

16.2. Waiver

A waiver of any right under a Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under a Contract or by law shall constitute a waiver of that or any

other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.3. Severance

If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of such Contract. If any provision or part-provision of a Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4. Assignment and other Dealings

16.4.1. Freeman may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under a Contract and may subcontract or delegate in any manner any or all of its obligations under a Contract to any third party.

16.4.2. The Client shall not, without the prior written consent of Freeman, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under a Contract.

16.5. Notices

Any notice or other communication given to a party under or in connection with a Contract (including any Agreement and these Terms and Conditions) shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this section, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this section 16.5; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.

16.6. No partnership or agency

Nothing in a Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.7. Third parties

A person who is not a party to a Contract shall not have any rights to enforce its terms.

16.8. Governing law and Jurisdiction

Each Contract (including these 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 law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1 – Additional Terms and Conditions for Event Organiser Clients

1. ORDER CANCELLATION

- 1.1. If an Event Organiser Client cancels a Client Order or an Event less than 60 days prior to the first day of the Build Up Period, the Client will be subject to a cancellation charge of either 20% of the total amount of invoice value in respect of Client Orders placed; or where no Client Order has been placed in respect of a cancelled Event, 20% of the amounts forecasted for the Event.
- 1.2. Where an Event Organiser Client cancels a Client Order of an Event less than 30 days prior to the first day of the Build Up Period, the Client will be subject to a cancellation charge of 40% of the total amount of the invoice value in respect of a Client Order placed; or where no Client Order has been placed in respect of a cancelled Event, 40% of the amount forecasted for that Event.
- 1.3. Where an Event Organiser Client cancels a Client Order or an Event less than 7 days prior to the first day of the Build Up Period, the Client will be subject to a cancellation charge of either 75% of the total amount of the invoice value in respect of Client Orders placed; or where no Client Order has been placed in respect of a cancelled Event, 75% of the amount forecasted for the Event.
- 1.4. Where Freeman has placed orders with its suppliers for **materials or Equipment** a cancellation charge equal to the costs incurred by Freeman plus a handling fee of 10% of the original invoiced value of the items ordered by Freeman will be levied and will be payable by the Client regardless of the date on which a Client Order or an Event is cancelled
- 1.5. In the event of cancellation of a Client Order by an Event Organiser Client earlier than the dates set out in sections 1.1 to 1.3 inclusive, the Event Organiser Client will pay to Freeman the labour and material costs of any work undertaken by Freeman in order to fulfil the Client Order, at the Fully Costed Rates.
- 1.6. For the avoidance of doubt, cancellation of a Client Order or of an Event does not affect the validity and continuity of any applicable Agreement.

2. PRICE AND VARIATIONS

2.1. Price

- 2.1.1. Prices contained in a Quotation are only confirmed once a Client Order has been placed and a Client Order Acceptance has been issued by Freeman.
- 2.1.2. The price for Hired Equipment is for the Duration of the Event for which such Hired Equipment is made available for hire by the Event Organiser Client (provided the total hire period does not exceed 14 days). A delivery charge may be applied and such charge will be included in the Quotation.

2.2. Variations

- 2.2.1. Where an Event Organiser Client wishes to amend a Client Order before or during the periods set out at Appendix 1, section 1 above, the parties must agree to a variation in writing detailing the changes to the Client Order and the revised Prices. Any work that is cancelled as part of the variation to the Client Order during the periods set out in Appendix 1, section 1 will be subject to the terms set at Appendix 1, section 1 and such costs will be incorporated in the revised Prices.
- 2.2.2. Where an Event Organiser Client wishes to amend a Client Order after work has commenced on Site, the Client will be charged in accordance with the terms set out below at Appendix 1, section 2.3. Freeman will only proceed to make any change if the variation to the Client Order is agreed in writing. Labour time incurred by Freeman or its contractors will be charged at the Fully Costed Rate.

2.3. Change Orders

Freeman will take into account all appropriate constraints and costs associated with the timely Construction within the timescales set by the Event Organiser Client and notified to Freeman. To the extent that Freeman has no control over such conditions, the Prices will be subject to change as follows, and any additional costs payable by the Client will be set out in further invoices provided by Freeman to the Client:

- 2.3.1. In the event that there are changes to the dates for the **Build Up Period or Pull Out Period** or times of the Opening Period of the Event such that additional labour is required to meet the new timescales, the modified Price to the Client will represent the additional labour (and materials where appropriate) incurred in order to meet the new timescales or requirements. The charges for additional labour will be calculated using the Fully Costed Rates.
- 2.3.2. If **truck or fork truck access** to the Site changes from that described to Freeman by the Client, any additional costs incurred by Freeman in respect of these items will be passed on to the Client together with a handling charge of 10% of the invoiced amount.
- 2.3.3. For additional costs due to a **change in the Site**. Such additional costs incurred for materials and sub contract services together with the Fully Costed Rates in respect of additional labour will be passed onto the Event Organiser Client together with a handling fee of 10% of amounts invoiced from subcontractors.
- 2.3.4. If, after the Client Order has been received by Freeman, the Client or any authorities including police, fire service, or local authorities changes the conditions and rules governing the construction, health and safety, or any other matter which may affect Freeman's supply of Services, then any additional costs incurred by Freeman will be invoiced on the same basis as set out in Appendix 1, section 2.3.3 above.

- 2.3.5. If the final amount of **stand area** built is less than 95% of the area anticipated by the Client, and used by Freeman as a basis of the Quotation, Freeman will charge the Client the full value of the Quotation for that Event together with any extra work carried out by way of Contract variation.
- 2.3.6. Where the specification of Event Organiser packages is changed Freeman will charge in accordance with Appendix 1, sections 2.2.1 and/or 2.2.2, whichever is applicable.
- 2.3.7. In the event that the **electrical mains** layout (in particular the layout of blocks of stands) is different to that upon which the Quotation is based or is varied subsequent to Freeman submitting the electrical mains requirements to the Client, Freeman will be entitled to charge the Client:
- 2.3.7.1. the additional costs incurred, including additional charges from the Site for labour and electrical mains charges;
 - 2.3.7.2. the amount by which an electrical mains bill from the Site exceeds the electrical mains revenue from the Event; and
 - 2.3.7.3. the full value of supplying all the anticipated electrical packages, as set out in Freeman's Quotation, in the event that the amount by which Freeman's revenue received is less than 95% of the anticipated revenue for the supply of electrical fittings set out in the Quotation.
- 2.3.8. In the event that the Client requires floor coverings to be laid in a different manner to that which Freeman considers to be the optimum use of materials and labour (as set out in its Quotation or oral briefings, the additional Fully Costed Rates for labour and materials incurred will be invoiced to the Client. Should a Client change the layout of an Event within the four week period prior to commencement of the Build Up Period such that the mix of carpet styles or colours varies from that already agreed the additional Fully Costed Rates for labour and materials incurred will be invoiced to the Client.
- 2.3.9. If, the cost of any changes result in any costs incurred by Freeman, Freeman will be entitled to charge the full amount of the additional costs so incurred at the Fully Costed Rates for labour and materials.
- 2.3.10. Where the Client requires design changes in accordance with sections 2.2.1 and/or 2.2.2 of this Appendix, required additional design time shall be charged at the Fully Costed Rate for time spent on revising drawings, work schedules and associated administration.
- 2.3.11. Where Exhibitors are also clients of Freeman, and where the Event Organiser liaises with Freeman on behalf of the Exhibitors, the Event Organiser Client undertakes to ensure that Exhibitors are informed of any changes in the Exhibitor Prices to be charged in accordance with these Terms and Conditions as set out in sections 2.1, 2.2, and 2.3 of this Appendix. Any unilateral waiver of these Terms and Conditions by the Event

Organiser Client or failure to comply with the requirements of this section will result in the Event Organiser Client being held jointly and severally liable with Exhibitor for any shortfall.

3. SITE STANDARDS AND CONSENT

3.1. The Event Organiser Client warrants in respect of each Event that:

3.1.1. The Site is fit for purpose for the Event;

3.1.2. The Site complies with the legal, legislative and statutory conditions of safety, lighting, and other requirements in force for the Event;

3.1.3. The owner or user of the Site where the Event is taking place has expressly given its consent for the transport and assembling of the Equipment ordered, and the Construction, and if required, the Event Organiser Client will present a copy of the Site owner's consent to the Event; and

3.1.4. The Event Organiser Client has all necessary consents and licences required in connection with the Event and the Services to be supplied by Freeman.

3.2. The Event Organiser Client undertakes to:

3.2.1. supply Freeman, with the details of any Site constraints including underground / overhead network, ground resistance or any other constraints no later than 30 business days before the first day of the commencement of the Build Up Period;

3.2.2. comply with all conditions imposed by any promoters of the Event other than the Event Organiser Client or of the Site and shall be solely responsible for obtaining written consent from those persons for any modifications or waivers of those conditions (as required)

3.3. Any failure to meet the warranties and undertakings set out at sections 3.1 and 3.2 of this Appendix above will result in a material breach of the applicable Contract. Freeman will be entitled to terminate such Contract and (without prejudice to the indemnity provisions in section 3.4 of this Appendix) will be entitled to reimbursement on the basis of section 1 of this Appendix above.

3.4. The Event Organiser Client undertakes to fully indemnify Freeman against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Freeman resulting from a failure of the Event Organiser Client to observe the provisions in this section 3.

Appendix 2 – Additional Terms and Conditions for Exhibitor Clients

1. ORDER CANCELLATION

- 1.1. If an Exhibitor Client cancels a Client Order more than 90 days before the first day of the Build Up Period, then Freeman will refund the amount paid by the Exhibitor Client in respect of that Client Order less 10% of the order value as an administrative charge and any costs incurred by Freeman for any work undertaken by Freeman in order to fulfil the Client Order at the Fully Costed Rate.
- 1.2. If an Exhibitor Client cancels a Client Order after the period set out in section 1.1 of this Appendix, but before the 30 day period prior to the first day of the Build Up Period, then Freeman will refund 50% of the amount paid by the Exhibitor Client less any costs incurred by Freeman for any work undertaken by Freeman in order to fulfil the Client Order at the Fully Costed Rate.
- 1.3. An Exhibitor Client will not be entitled to any refund for cancellations made after the period set out at section 1.2 above (30 days).

2. PRICE AND VARIATIONS

2.1. Price

- 2.1.1. The Price for Services is as described in the Exhibitor Order.
- 2.1.2. The Price for Hired Equipment is for the Duration of the Event for which such Hired Equipment is made available for hire by the Exhibitor Client (provided the total hire period does not exceed 14 days). A delivery charge may be applied and such charge will be included in the Exhibitor Order.

2.2. Variations

Where an Exhibitor Client wishes to amend a Client Order, the Exhibitor Client must deliver to Freeman a revised Exhibitor Order or a replacement order marked clearly by the Exhibitor Client as a “variation” to a previous Client Order. Where the revised Client Order results in an increase to the Price, the additional amount due will become payable by the Client at the time the revised Client Order is provided to Freeman. Any work that is cancelled as part of the variation to a Contract during the periods set out in section 1 of this Appendix will be subject to the terms set out at such section and such costs will be incorporated in the revised Price. Labour time incurred by Freeman or its contractors will be charged at the Fully Costed Rate.

2.3. Change Orders

The design and Construction in respect of an Event or Exhibition, and the Services provided by Freeman to the Exhibitor Client will be subject to the conditions set out and defined by the Event Organiser. Freeman will take into account all appropriate constraints and costs associated with the timely Construction within the timescales set by the Event Organiser and notified to

Freeman. To the extent that Freeman has no control over such conditions, Prices will be subject to change as follows, and any additional costs payable by the Exhibitor Client will be set out in further invoices provided by Freeman to the Exhibitor Client:

- 2.3.1. In the event that there are changes to the dates for the **Build Up Period or Pull Out Period** or times of the Opening Period of the Event such that additional labour is required to meet the new timescales, the modified Price to the Exhibitor Client will represent the additional labour (and materials where appropriate) incurred in order to meet the new timescales or requirements. The charges for additional labour will be calculated using the Fully Costed Rates.
- 2.3.2. If **truck or fork truck access** to the Site changes from that described to Freeman by the Exhibitor Client, any additional costs incurred by Freeman in respect of these items will be passed on to the Exhibitor Client together with a handling charge of 10% of the invoiced amount.
- 2.3.3. For additional costs due to a **change in the Site**. Such additional costs incurred for materials and sub contract services together with the Fully Costed Rates in respect of additional labour will be passed onto the Exhibitor Client together with a handling fee of 10% of amounts invoiced from sub-contractors.
- 2.3.4. If, after the Client Order has been received by Freeman, the Event Organiser or any authorities including police, fire service, or local authorities **changes the conditions and rules** governing the construction, health and safety, or any other matter which may affect Freeman's supply of Services, then any additional costs incurred by Freeman will be invoiced on the same basis as set out in section 2.3.3 above.
- 2.3.5. Where the Exhibitor Client requires design changes, required additional design time shall be charged at the Fully Costed Rate for time spent on revising drawings, work schedules and associated administration.

3. SITE STANDARDS AND EXHIBITION CONSENTS

- 3.1. The Exhibitor Client warrants that it has all necessary consents and licences required in connection with the Exhibitor Client's Exhibition and its participation at the Event and the Services to be supplied by Freeman including consent of the Event Organiser.
- 3.2. The Exhibitor Client undertakes to comply with all conditions imposed by the Event Organisers or any promoters of the Event or of the Site and shall be solely responsible for obtaining written consent from those persons for any modifications or waivers of those conditions (as required).
- 3.3. Any failure to meet the warranties and undertakings set out at sections 3.1 and 3.2 of this Appendix above will result in a material breach of the applicable Contract. Freeman will be entitled to terminate such Contract and (without prejudice to the indemnity provisions in section 3.4 below) will be entitled to reimbursement on the basis of section 1, of this Appendix above.

3.4. The Exhibitor Client undertakes to fully indemnify Freeman against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Freeman resulting from a failure of the Exhibitor Client to observe the provisions in this section 3.

Appendix 3: Additional Terms and Conditions for Consultancy Clients

1. ORDER CANCELLATION [*CONSULTING CLIENTS CANCELLATION POLICY TO BE DISCUSSED*]

- 1.1. If a Consultancy Client cancels a Client Order less than [60] days prior to the first day of any Services being provided thereunder commencing, the Consultancy Client will be subject to a cancellation charge of [●]% of the total amount of invoice value in respect of Client Orders placed.
- 1.2. Where a Consultancy Client cancels a Client Order less than [30] days prior to the Services being provided thereunder commencing, the Consultancy Client will be subject to a cancellation charge of [●]% of the total amount of the invoice value in respect of a Client Order placed.
- 1.3. Where a Consultancy Client cancels a Client Order or an Event less than [7] days prior to any Services being provided thereunder, the Consultancy Client will be subject to a cancellation charge of [●]% of the total amount of the invoice value in respect of Client Orders placed.
- 1.4. For the avoidance of doubt, cancellation of a Client Order does not affect the validity and continuity of any applicable Agreement.

2. PRICE AND VARIATIONS

2.1. Price

2.1.1. The Price of providing Consultancy Services shall be the Price set out in a Quotation once a Client Order has been placed and Client Order Acceptance has been issued by Freeman; or in a signed statement of work as applicable.

2.1.2. All Prices quoted are exclusive of VAT.

2.2. Variations

Where a Consultancy Client wishes to amend a Client Order before or during the periods set out at section 1 of this Appendix, the parties must agree to a variation in writing detailing the changes to the Client Order and the revised Price. Any work that is cancelled as part of the variation to the Client Order during the periods set out in section 1 of this Appendix will be subject to the terms set at such section 1 and such costs will be incorporated in the revised Prices.

Appendix 4: Data Protection and Data Processing

1. In this Appendix the following terms shall have the meanings set opposite them:
 - 1.1. **Data Controller** means the natural or legal person which (either alone or jointly with others) determines the purposes and means of the Processing of Personal Data.
 - 1.2. **Data Processor** means a natural or legal person which Processes the Personal Data on behalf of the Data Controller.
 - 1.3. **Personal data** means any information relating to an identified or identifiable natural person (“**Data Subject**”).
 - 1.4. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making a valuable alignment or combination, restriction, erasure or destruction, and “Processes”, “Process” and “Processed” shall be construed accordingly.
2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Appendix is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Freeman is the Data Processor.
4. Without prejudice to the generality of section 2 of this Appendix, the Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to Freeman for the duration and purposes of the applicable Contract .
5. Without prejudice to the generality of section 2 of this Appendix, Freeman shall, in relation to any Personal Data Processed in connection with the performance by Freeman of its obligations under the applicable Contract:
 - 5.1. Process that Personal Data only on the written instructions of the Client unless Freeman is required by any European Union or member state law to Process Personal Data. Where Freeman is relying on Data Protection Legislation as the basis for Processing Personal Data, Freeman shall promptly notify the Client of this before performing the Processing required by such laws unless those Applicable Data Processing laws prohibit Freeman from so notifying the Client;
 - 5.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the

- state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 5.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 5.4.1. the Client or Freeman has provided appropriate safeguards in relation to the transfer;
 - 5.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 5.4.3. Freeman complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 5.4.4. Freeman complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - 5.5. assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.6. notify the Client without undue delay on becoming aware of a Personal Data breach;
 - 5.7. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the applicable Contract unless required by the Data Protection Legislation to store the Personal Data;
 - 5.8. make available to the Client all information necessary to demonstrate Freeman's compliance with Freeman's obligations under this Schedule 4, and allow for and assist the Client with audits, including inspections, of such compliance conducted by the Client or another auditor mandated by the Client on reasonable prior notice and in normal working hours; and
 - 5.9. maintain complete and accurate records and information to demonstrate its compliance with this Appendix; and
 - 5.10. make available to the Client on reasonable prior written notice and during normal working hours all information necessary to demonstrate its compliance with this Appendix and allow for and contribute (but not financially) to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

6. [The Client does not consent to Freeman appointing any third party processor of Personal Data under any Contract. **OR** The Client consents to Freeman appointing [THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under the applicable Contract. Freeman confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Appendix]. As between the Client and Freeman, Freeman shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Appendix].