
ETF COMMERCIAL PROVIDER AGREEMENT

Background

- (A) ETF wish to provide training and membership services to the Client.
- (B) The Client wishes to engage ETF to provide such services on the terms and conditions as set out in this Agreement.

1. Definitions

The definitions and rules of interpretation set out in Appendix 1 shall apply in this Agreement unless the context requires otherwise.

2. Supply of Services

ETF shall supply the Services on the terms and conditions set out in this Agreement

- 4.3.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data. Such measures shall be appropriate to a) the harm that might result from any breach of such protection; and b) the state of technological development and the cost of implementing any measures;
 - 4.3.3 ensure that all Staff who have access to and/ or process personal data are obliged to keep the Personal Data confidential;
 - 4.3.4 not subcontract the Personal Data without prior written permission of the Data Controller;
 - 4.3.5 not transfer any Personal Data outside of the European Economic Area, unless the prior written consent of the Data Controller has been obtained;
 - 4.3.6 notify the other Party without undue delay on becoming aware of any breach of the DP Act;
 - 4.3.7 on written request and/or termination of the Contract (at the written direction of the Data Controller) delete or return Personal Data and copies thereof to the Data Controller unless required by applicable laws to store the Personal Data; and
 - 4.3.8 maintain and complete accurate records and information to demonstrate its compliance with this clause 4 and allow for audits by the Data Controller or their designed auditor.
- 4.4 At the reasonable request of a Party, the other Party shall assist the other in complying with its obligations as Data Controller or Data Processor.
- 4.5 have the meaning as set out in the DP Act.
- 4.6 The nature of the data processing relationship between the Parties and the subject matter, duration, nature, and purposes of the processing are set out in Part 3 of the Schedule.

5. Intellectual Property

week day before 5.00pm and otherwise on the next working week day.

8.2 Non-Waiver

No forbearance, delay or indulgence by any party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of rights in respect of any breach of this Agreement operate as a waiver of any rights in respect of any other breach. No right, power or remedy under this Agreement is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.

8.3 Severability

If one or more of the provisions of this Agreement are or become to any extent invalid or unenforceable under any applicable law then the remainder of this Agreement shall continue in full force and effect. If this happens then the parties shall negotiate in good faith to amend the provision concerned in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.

8.4 Entire Agreement and Variation

This Agreement is the exclusive statement of the agreement between the Parties in relation to the Services and the Additional Services and supersedes all previous

APPENDIX 1 DEFINITIONS

Term	Meaning	Term	Meaning
	Any additional services provided by ETF in accordance with Part 1 of the Schedule	Majeure	<p>without limitation:</p> <ul style="list-style-type: none"> a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition. For the avoidance of doubt, compliance with UK Government legislation, advice or guidance that is substantially different from that in force as at the Commencement Date, which was not foreseeable on the Commencement Date and which make performance of this Agreement impossible or substantially different or more difficult from that contemplated by the Parties at the Commencement Date, will be deemed to be Force Majeure Event; f) collapse of buildings, fire, explosion or accident; and g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); h) non-performance by ETF or subcontractors (other than by the companies in the same group as the party seeking to rely on this clause); and i) interruption or failure of utility service
	Means the date agreed by the Parties in writing or detailed in the Schedule, for the due date the provision of Services is to start;		