









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 it contains, other than to the extent that 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.

- 20.4 The Data Processor shall make available to the Data Controller such further information and (as applicable) allow for and contribute to any 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 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.

## 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 of or 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, use, 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 use, 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: TJETQq0.000008873 0 595.44 841.92 reW\*nBT/F1 7.92 Tf1 0 0 1 165.4.e Data Controlleri22.122.uc14(c)-14(re)10(d)-19(i)