

**Standard Terms and Conditions for Representatives ("Terms") of QAHE Limited (11325201) with registered offices at International House, 1 St Katharine's Way, London, E1W 1UN ("QAHE"). THE REPRESENTATIVE'S ATTENTION IS PARTICULARLY DRAWN TO TERMS: 7, 10 and 12. These Terms are effective from 25 August 2025.**

## 1. Definitions and Interpretation

1.1. The following definitions shall have the following meanings:

**"Affiliate"** with respect to QAHE means: (i) QAHE; (ii) any legal entity directly or indirectly Controlled by QAHE; (iii) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which an entity referred to in (ii) above directly or indirectly operates or manages on behalf of itself and/or one or more third parties and in which it directly or indirectly has an ownership, production sharing, or other economic interest; with respect to the Representative: any legal entity directly or indirectly Controlled by its parent or ultimate holding company.

**"Agreement"** the contract to which these Terms are appended and/or referenced to and/or any similar document referencing these Terms;

**"Applicable Law"** any (i) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal); and (ii) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (iii) legally binding industry code of conduct or guideline which relates to the Agreement and/or the obligations of a party under it.

**"Applicant"** an individual wishing to apply for acceptance onto a Course and who is eligible to pay the Course Fees.

**"Application Forms"** forms, including online forms, for completion by an Applicant in order to apply to study on a Course(s) provided by QAHE. This may include any photographs and any documentation relating to an Applicant's status required by QAHE, its Partners, UCAS or any UK Government agency.

**"Bonus"** an additional sum of money that may be payable as set out in the Agreement.

**"British Council Database"** the British Council's database of certified agents and counsellors available here: <https://www.britishcouncil.org/education/agents-counsellors/database>

**"British Council Training"** the British Council's education agent and counsellor training programme as more particularly described here:

<https://www.britishcouncil.org/education/education-agents/training-agents>.

**"Business Day"** a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

**"Change of Control"** change of Control within the meaning of Section 450 of the Corporation Tax Act 2010.

**"Clawback"** retrieving money from Fees already paid.

**"Claim"** any action, claim, or proceeding.

**"Commission"** the fee payable by QAHE to the Representative in respect of the Enrolment of Successfully Recruited Students as set out in the Agreement.

**"Confidential Information"** all information whether conveyed orally, in writing, in machine readable form, or otherwise of a confidential nature (including trade secrets, data, ideas and information (whether technical, commercial, financial, relating to customers, suppliers, analyses, compilations, plans and information of commercial value) known to QAHE or its Partners and/or concerning QAHE or its Partners and its services or products, whether known before or after the date of the Agreement, together with all information provided to the Representative by QAHE or its Partners in connection with the Agreement, whether or not marked as "confidential"; including, but not limited to, all completed Application Forms and all memoranda and other details of discussions that the Representative conducts with Applicants and any other information, which, if disclosed, will be liable to cause harm to QAHE or its Partners.

**"Control"** the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

**"Course"** means any of the Courses listed in the current prospectuses of QAHE or its Partners.

**"Course Fees"** means the appropriate fees for each Course and as amended from time to time by QAHE or its Partners and published on a QAHE or Partner website. Such fees are subject to change between Cycles and may vary for Students depending on their nationality or domicile within and outside of the European Union.

**"Cycle"** the period from 1 August in a calendar year to 31 July of the following calendar year.

**"Enrol"** the completion by an Applicant of the full enrolment procedures of QAHE or its Partners (as applicable) (including requisite payments) as published from time to time its website and "Enrolled" or "Enrolment" shall be construed accordingly.

**"Environment"** the electronic information systems comprising any one or more of hardware, equipment, software, peripherals and communications networks owned, controlled, operated and/or used by a party;

**"Fees"** all Commission, Bonus and Follow On Commission payable in accordance with clause 5, and the Agreement.

**"Follow On Commission"** follow on commission in relation to a Successfully Recruited Student progressing from one course to another as set out in the Agreement.

**"Force Majeure Event"** any circumstance not within a party's reasonable control including (a) acts of God, flood, drought, earthquake, volcano 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; (f) collapse of buildings, fire, explosion or accident; (g) interruption or failure of utility service or (h) any pandemic, epidemic or government enforced lockdown or act with respect to each of (a) to (h).

**"Foreground IPR"** Intellectual Property Rights or other proprietary rights created in relation to the provision of the Services but excluding the QAHE Background IPR.

**"Initial Term"** the initial period for which the Agreement is intended to be in place as stated in Agreement.

**"Intellectual Property Rights"** all patents, petty patents, utility models, trade marks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, trade or business names, domain names, website addresses whether registrable or otherwise (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term together with any renewals or extensions.

**"Loss"** damages, costs (including legal costs), expenses, fines, liabilities, losses, penalties and fines and "Losses" shall be construed accordingly.

**"Malicious Code"** Software designed to destroy, damage, disable, or gain unauthorized access to any computer system, software, or electronic data including but not limited to viruses, worms, spyware, backdoor accidental code, API errors and Trojan horses.

**"National Code"** the National Code of Ethical Practice for UK Education Agents 2021 available here:

[https://www.britishcouncil.org/sites/default/files/the\\_national\\_code\\_of\\_ethical\\_practice\\_for\\_uk\\_education\\_agents.pdf](https://www.britishcouncil.org/sites/default/files/the_national_code_of_ethical_practice_for_uk_education_agents.pdf).

**"Net Course Fees"** the fees charged to a Student by QAHE which shall comprise the Course Fees less any bursaries, scholarships and/or any other applicable discounts or deductions to which the Student is entitled or which QAHE applies.

**"Partner"** Universities that QAHE or a QAHE Affiliate has entered into an agreement with to provide the Courses. A list of Partners is available on QAHE's website.

**"QAHE Background IPR"** all Intellectual Property Rights or other proprietary rights owned by or licensed to QAHE, QAHE Affiliates, Partners or any third party, the use of which is necessary for or incidental to the provision of the Services by the Representative.

**"Region"** the countries or regions specified in the Agreement.

**"Relevant Personnel"** all Representative Personnel engaged in the provision of advice and assistance to Applicants and/or Students under the Agreement.

**"Representative"** means the person or entity specified as the Representative on the Agreement.

**"Representative Personnel"** all directors, officers, employees, agents, consultants, contractors and subcontractors of the Representative engaged in the performance of any of the Representative's obligations pursuant to the Agreement or to whom the Representative has sub-contracted the provision of any of the Services to.

**"Services"** the marketing and promotion of the Courses in the Region, the identification of Applicants for Courses, assisting such Applicants in the application process and ancillary services.

**"Student"** an Applicant who has been accepted and successfully Enrolled onto a Course.

**"SFE"** Student Finance England being the non-profit making Government owned organisation that administers loans and grants to students in colleges and universities across the UK and includes as applicable Student Loans Company, Student Finance Wales, Student Finance Northern Ireland and Student Awards Agency for Scotland (or any similar or replacement body).

**"Sub-Contract"** any contract or agreement (or proposed contract or agreement) between the Representative and a third party pursuant to which the Representative agrees to source the provision of any of the Services from that third party.

**"Sub-Contractor"** any third party which enters into a Sub-Contract with the Representative.

**"Successfully Recruited Student"** either:

(a) a self-funding Student identified and recruited by the Representative pursuant to the Agreement who has Enrolled and paid

the required deposit in respect of the Net Course Fees due;

or

(b) a Student identified and recruited by the Representative pursuant to the Agreement who has Enrolled and has been approved by SFE in respect of the Net Course Fees due for the Course;

"Term" the period during which the Agreement is in force.

"VAT" UK value added tax, or any similar sales tax in any relevant jurisdiction.

1.2. The following rules of interpretation shall apply to these Terms:

- 1.2.1. references to the clauses and Schedules are to the clauses and schedules to these terms and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.2. the Schedules form part of these terms and will have the same force and effect as if set out in the body of these terms and any reference to these terms will include the Schedules;
- 1.2.3. all headings are for ease of reference only and will not affect the construction or interpretation of these terms;
- 1.2.4. references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.2.5. references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.2.6. a reference to a "holding company" or a "subsidiary" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
- 1.2.7. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.2.8. any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.2.9. references to these terms are references to these terms as varied from time to time in accordance with its terms;
- 1.2.10. an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and
- 1.2.11. any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.

## 2. APPOINTMENT

QAHE appoints the Representative to carry out the Services in the Region to QAHE and/or any of its Affiliates upon the terms of the Agreement. The Representative acknowledges that QAHE has entered into the Agreement on behalf of and for the benefit of itself and the QAHE Affiliates. The Representative agrees that QAHE's Affiliates may: (i) enforce QAHE's rights under the Agreement; (ii) take advantage of the benefits conferred upon QAHE by the Agreement; (iii) rely on the representations, warranties and covenants given by the Representative; and (iv) rely on the exclusions and limitations of liability benefitting QAHE in the Agreement and the Agreement should be construed accordingly.

- 2.1. QAHE appoints the Representative on a non-exclusive basis. QAHE reserves the right, at its sole discretion, to appoint other Representatives within the Region and/or to carry out the Services itself and/or to carry out any services which are the same as or substantially similar to the Services in the Region or any other region.
- 2.2. At the discretion of QAHE, the Agreement may be issued and entered into subject to the Representative completing a satisfactory 12 months' probationary period or such other period as may be stated in the Agreement. QAHE may: (a) terminate the Agreement immediately without cause by written notice at any time during the probationary period; and/or (b) in its sole discretion, extend the probationary period by up to a further 6 months.
- 2.3. Upon appointment in accordance with clause 2, the Representative, nor any of the Representative's employees, agents or contractors (whether temporary or permanent), will be permitted to become a student of any course associated with QAHE.

## 3. OBLIGATIONS OF THE REPRESENTATIVE

3.1. The Representative undertakes to:

- 3.1.1. at its own expense, actively promote and market the Courses in the Region and engage in responsible recruitment by representing the Courses accurately and truthfully;

- 3.1.2. provide a copy of any marketing materials, advertising and promotional literature incorporating any QAHE or Partner name(s), logos, trademarks or other Intellectual Property Rights to QAHE for prior written approval in advance of publication to ensure agreement over wording, phrasing, layout and use;
- 3.1.3. provide such assistance as is necessary to Applicants in completing Application Forms, comply with the Visa Requirements as set out in Schedule 1, and check applications to ensure that only applications from Applicants who wish to study the Courses, are likely to meet the entry requirements and who an experienced representative would consider are likely to be successful in obtaining any visa (if any) or SFE funding (if applicable) needed to complete the Course are submitted. Application quality, compliance with visa requirements, SFE funding requirements, visa refusal rates and rejected application numbers will be tracked and the information used to evaluate renewal or potential termination of the Agreement;
- 3.1.4. ensure that Application Forms contain accurate information and data concerning Applicants and have in place robust processes and procedures to ensure inaccurate and/or fraudulent applications are not made to QAHE;
- 3.1.5. explain to Applicants the importance of submitting correct and accurate information and data to QAHE and also explain the consequences of failing to do so including being removed from the Course and having visa sponsorship removed;
- 3.1.6. provide ongoing advice and assistance to Applicants on matters such as studying with QAHE and/or its Partners, Course entry requirements, their applications generally, studying in the UK and UK visa requirements where appropriate;
- 3.1.7. check the authenticity of Applicant's academic certificates, transcripts and English language certificates;
- 3.1.8. where the Representative arranges English Language testing, ensure the Applicant undertakes the test with a reputable testing centre and obtain satisfactory evidence that the Applicant has taken the test;
- 3.1.9. if so requested by QAHE, administer aptitude or such other tests as may be required from time to time and carry out other investigations into the ability of Applicants to benefit from and succeed on the Courses for which they are applying;
- 3.1.10. ensure that all Applicants are aware of the relevant Course Fees for the Courses and investigate the ability of Applicants to meet such Course Fees and living expenses and submit applications only from Applicants who have the necessary financial ability;
- 3.1.11. use best endeavours to ensure that all Applicants who require SFE funding complete their funding application to SFE prior to Enrolment and provide evidence at Enrolment that such application has been completed. Notwithstanding the obligations set out in this clause 3, all Applicants must complete their SFE application independently and this application shall not be completed by or on behalf of the Representative;
- 3.1.12. ensure that all data provided to it by QAHE regarding fees paid and/or approvals from SFE is stored securely to avoid duplication of data requests and/or duplicate commission claims;
- 3.1.13. make clear to all Applicants in the course of dealing with them the name and contact details of the Representative and that the Representative is or will be the agent of the Applicant (and not of QAHE and/or its Partners) and that it has no authority or ability to negotiate, make or enter into any contracts or commitments, incur any liability and/or make any offer of admission to an Applicant in connection with a Course for or on behalf of QAHE or its Partners without the formal written signed agreement of an authorised representative of QAHE;
- 3.1.14. notify QAHE promptly in writing of any claim, complaint or dispute by or in relation to any Applicant, Student or Successfully Recruited Student or otherwise related to the Agreement;
- 3.1.15. obtain and maintain all necessary permits, licences, permissions or approvals necessary and advisable for its business in the jurisdictions in which it operates along with any such permits, licences, permissions or approvals as notified to the Representative as required from time to time by QAHE and/or its Partners;
- 3.1.16. undertake and promptly complete (to the reasonable satisfaction of QAHE) any and all training as and when required by QAHE upon signature of the Agreement and as necessary on an on-going basis;
- 3.1.17. without prejudice to Clause 3.1.16, ensure that all Relevant Personnel (which for the avoidance of doubt includes Relevant Personnel of Sub-Contractors) have attended and completed the British Council Training and procure that Relevant Personnel act in compliance with such training. The Representative shall provide records of training undertaken in accordance with this Clause 3.1.17 to QAHE;

- 3.1.18. ensure that all Relevant Personnel meet all requirements for being listed on and are listed on and remain listed on the British Council Database as certified agents and that the details of their listing are and remain up to date;
- 3.1.19. acknowledge that QAHE endorses the National Code and the Representative shall also endorse and comply with and shall procure that all Representative Personnel comply with the National Code and the Good Practice Guide for UK Education Agents (available at <https://www.buila.ac.uk/uploads/docs/The-Good-Practice-Guide-for-UK-Education-Agents-Partnering-for-Quality.pdf>) (in each case as updated from time to time);
- 3.1.20. regularly check the most up to date version of the British Council Training, requirements of the British Council Database and the National Code to ensure that it is complying with the most up to date versions;
- 3.1.21. actively promote the Student Guide to Choosing an Education Agent (available at <https://study-uk.britishcouncil.org/plan-studies/apply/education-agents>) including via the Representative's website and provide a copy to all Applicants who engage the services of the Representative;
- 3.1.22. work collaboratively with QAHE to ensure both QAHE and the Representative comply with all best practice regarding agent compliance including all policies, recommendations and guidance issued by the British Council and/or the British Universities International Liaison Association from time to time. Furthermore, both Parties shall plan and jointly agree objectives to ensure information and best practice is shared regarding agent compliance and each work collaboratively to promote the principles of the UK Agent Quality Framework (<https://www.britishcouncil.org/education/agents-counsellors/uk-quality-agent-framework>);
- 3.1.23. at all times act towards QAHE conscientiously and in good faith and comply with all reasonable and lawful instructions, directions, and requests of QAHE and not allow its interests to conflict with the duties that it owes to QAHE under the Agreement and Applicable law;
- 3.1.24. provide the Services with reasonable care and skill, in accordance with best industry practice, and comply with the Guide to Good Practice for Education Agents (or such successor guidance) as published by the British Council from time to time (*The-Good-Practice-Guide-for-UK-Education-Agents-Partnering-for-Quality.pdf* ([buila.ac.uk](https://www.buila.ac.uk)));
- 3.1.25. ensure that it complies with all Applicable Laws relating to the jurisdictions in which it operates and any guidance, policies or other requirements of QAHE and/or its Partners;
- 3.1.26. submit to, co-operate with or (as the case may be) perform such controls, checks, investigations, procedures, rules, codes and other measures and requirements as QAHE or its Partners may from time to time reasonably require (including, without limitation, for the purpose of complying with Applicable Law, contractual obligations or the lawful request of any governmental, statutory, regulatory or judicial body);
- 3.1.27. duly observe and perform the Services and the other obligations set out or provided for in the Agreement and in doing so not to take any action or omit to take any action which would cause QAHE or its Partners, and each of its and their directors, officers and employees not to comply with any Applicable Laws or regulations;
- 3.1.28. ensure that all Representative Personnel fully comply with the terms and conditions of the Agreement. Every act or omission of the Representative's Personnel shall for the purposes of the Agreement be deemed to be the act or omission of the Representative and the Representative shall be liable to QAHE as if such act or omission had been committed or omitted by the Representative itself;
- 3.1.29. ensure all information submitted to QAHE as part of QAHE's onboarding and application process is correct and notify QAHE promptly of any changes to such information including but not limited to any change to The Representative's:
  - 3.1.29.1. registered address;
  - 3.1.29.2. company name or trading name;
  - 3.1.29.3. VAT status (where UK registered); and
  - 3.1.29.4. the Representative's directors or key personnel; and
- 3.1.30. ensure timely execution of all requests made by QAHE including but not limited to business reviews, due diligence and annual assessments to monitor Representative's activity and Representative information.
- 3.2. The Representative undertakes not to:
  - 3.2.1. make nor imply promises, guarantees or commitments to Applicants, enter into contracts, incur any liability or hold itself out, nor permit any person to hold itself out, as being authorised to bind QAHE or its Partners in any way, and shall not do or omit to do any act which might reasonably create the impression that the Representative is so authorised without the

- formal written signed agreement of an authorised representative of QAHE;
- invoice and/or collect Course Fees or Net Course Fees from an Applicant, Student and/or Successfully Recruited Student without the formal written consent of QAHE's Head of Legal;
- 3.2.2. solicit applications to the Courses from any person outside the Region and if it receives the same then the Representative shall refer them to QAHE;
- 3.2.3. charge any fees to students or Applicants including, but not limited to, administration, introduction or processing fees in relation to its provision of the Services unless expressly allowed to do so under the laws of the Region;
- 3.2.4. use any name, logo, trademarks or other Intellectual Property Rights on any marketing or promotional material without the prior written consent of an authorised representative of QAHE or the person who owns such name, logo, trademarks or other Intellectual Property Rights;
- 3.2.5. publicise the relationship between QAHE or its Partners and the Representative in any marketing materials, advertisements, brochures or posters without the formal written signed consent of an authorised representative of QAHE;
- 3.2.6. engage in any activity likely to damage QAHE's or any of its Partners' reputations nor to engage in any activity likely to damage the academic or professional reputation of any university or other entity associated with the Courses; or
- 3.2.7. associate QAHE, its Partners nor any university or other entity involved with the Courses with any third party in advertisement or marketing materials without the formal signed written consent of an authorised representative of QAHE;
- 3.3. If QAHE reasonably believes that any of the Representative Personnel are unsuitable to undertake work in respect of the Agreement and/or have not undertaken or are not complying with the training required under these Terms it may direct the Representative to end the involvement in the provision of the Services of the relevant person(s).
- 4. OBLIGATIONS OF QAHE**
  - 4.1. QAHE shall, to the extent it considers reasonable, provide:
    - 4.1.1. publicity material including brochures, course information, posters and prospectuses to assist the Representative in promoting the Courses in the Region. Certain aspects of the publicity material provided may be made available via the Representative's website in accordance with any instructions issued by QAHE. The Representative shall ensure that such publicity material is protected by a password. Any publicity materials printed from the Representative's website will be at the sole cost and expense of the Representative;
    - 4.1.2. documentation such as application forms and guidance on entry qualifications to assist with the efficient counselling, identification and recruitment of Applicants for Courses by the Representative;
    - 4.1.3. briefing materials concerning the Courses regarding living and accommodation costs and further background information concerning the cities in which the Courses are taught; and
    - 4.1.4. information concerning fees payable, deposits, discounts and methods of payment in connection with the Courses. Such documents and information may be provided in paper or digital format and may be available generally on QAHE's website: <https://qahighereducation.com/marketing-materials/#>
  - 4.2. QAHE shall not be responsible for any costs incurred by the Representative under or in connection with the Agreement unless such costs have been agreed in writing, in advance, by an authorised representative of QAHE.
- 5. FEES AND PAYMENT TERMS**
  - 5.1. Subject to the terms of the Agreement, QAHE will pay the Fees in accordance with this clause 5 and the Agreement in arrears in consideration for the satisfactory performance of the Services and the Representative's other obligations under the Agreement. The Fees due to the Representative in connection with Successfully Recruited Students who are enrolled on a Course offered and administered by QAHE shall be calculated in accordance with this Agreement.
  - 5.2. All sums payable under the Agreement are, unless otherwise stated, inclusive of VAT and other duties or taxes and payable in pounds sterling.
  - 5.3. The Representative is deemed to have taken into account in entering into the Agreement all applicable taxes including VAT and other sales taxes. Each Party will be solely responsible for its own sales, income, corporate, employment, property and other taxes.
  - 5.4. On the date upon which the Initial Term and each Extended Term expires, or with 30 days written notice, QAHE shall have the right to vary the rates at which the Fees are calculated by providing the Representative with written notice of any such variations. Any such variation shall apply only to new Students/Successfully Recruited Students/Applicants from the date of



the variation and shall not apply to the Representative's right to Fees in relation to existing Students/Successfully Recruited Students.

- 5.5. The Representative shall not transfer or seek to transfer any Student to any other representative of QAHE or its Partners, nor will it accept any transfer or purported transfer of any Student from any other representative.
- 5.6. If the Representative and any other representatives of QAHE or its Partners claim entitlement to Fees it will be within the absolute discretion of QAHE (acting reasonably) to determine which representative is entitled to the Fees. QAHE will in no event be liable to pay an amount more than a single Fee.
- 5.7. Fees shall only be payable in relation to applications relating to Successfully Recruited Students that have been submitted within twelve (12) months of Enrolment. The application form must bear the name and address of the Representative. Where an Applicant has deferred their Enrolment from a previous intake/year the Representative must make the deferral request in writing within twelve (12) months of Enrolment.
- 5.8. If any Student defers, suspends, interrupts or withdraws from their Course or is excluded within three (3) months of Enrolment for any reason QAHE reserves the rights to withhold Fees that shall be payable in relation to such Student and the Representative will repay to QAHE on demand any such Fees already paid in relation to such Student.
- 5.9. No Fees will be payable for Applicants who pay their Course Fees in full or in part but who do not Enrol.
- 5.10. Fees shall not be payable in connection with that time period of a Course during which a Student is repeating a year or is required to re-take any part of their Course.
- 5.11. QAHE reserves the right to Clawback monies from any Fees in accordance with this clause 5, and/or the Agreement.
- 5.12. The Representative shall be entitled to be paid Commission on Net Course Fees, in connection with Successfully Recruited Students.
- 5.13. The Representative will receive a purchase order (PO). It is the Representative's responsibility to check the accuracy of the PO and submit an invoice for such Commission using the template invoice provided by QAHE from time to time and in accordance with this clause 5 to QAHE.Agent@qa.com. In the case of any discrepancies, the Representative shall contact QAHE.Agent@qa.com to explain the possible discrepancy.
- 5.14. The Representative shall invoice QAHE for the Fees after the receipt of a purchase order from QAHE. Invoices must be submitted using the template invoice provided by QAHE from time to time. QAHE shall be entitled to reject any invoices not submitted in the correct format. All invoices must be submitted in the name of the Representative and QAHE shall be entitled to reject any invoices issued by an Affiliate of the Representative or any other third party.
- 5.15. Unless otherwise specified in the Agreement and subject to the provisions of this clause 5, QAHE shall pay each valid and correctly submitted invoice within 45 days of receipt to a bank account nominated in writing by the Representative. The bank account used by the Representative under the Agreement must be in the name of the Representative and QAHE shall not be required to pay Fees to any bank account held by an Affiliate of the Representative or any other third party.
- 5.16. If QAHE fails to make payment of a non-disputed invoice by the due date for payment then QAHE shall pay interest on the overdue sum from the due date until payment of the overdue sum at a rate of 1% per annum above the Bank of England's base rate from time to time.
- 5.17. If any queries arise as to the amount of the Fees payable to the Representative under the Agreement, the following procedure shall be adopted:
  - 5.17.1. the parties shall cooperate and work together in good faith and provide to the other party reasonable information and assistance to seek to resolve the query;
  - 5.17.2. if the parties do not resolve the query within thirty five (35) days of the date the query is raised, then either party may refer the query to their Chief Financial Officer (or equivalent);
  - 5.17.3. if, after discussing the query in good faith and attempting to find a mutually satisfactory resolution to the issue, the Chief Financial Officers fail to come to consensus within fifteen (15) Business Days of the date on which the query is referred to them (unless a longer period is agreed to by the Parties), then either party may consider the query unresolved and, if appropriate, commence or continue proceedings in respect of the unresolved query.
- 5.18. QAHE may, at any time, set off any liability of the Representative to QAHE against any liability of QAHE to the Representative, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. If the liabilities to be set off are expressed in different currencies, QAHE may convert either liability at a

market rate of exchange for the purpose of set-off. Any exercise by QAHE of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

- 5.19. Notwithstanding any other provision of this Agreement, QAHE shall have no obligation to make any payment of Fees or Commission in respect of any purchase order issued under this Agreement where the Representative has not submitted a valid and compliant invoice within twenty-four (24) months of the date of such purchase order. Any claim for payment made after the expiry of this twenty-four (24) month period shall be deemed irrevocably waived by the Representative, and QAHE shall be fully discharged from any liability to make such payment.

## **6. INTELLECTUAL PROPERTY**

- 6.1. Except where explicitly otherwise stated, nothing in the Agreement shall act to transfer any Intellectual Property Rights from one party to the other.
- 6.2. QAHE and/or its Partners and its licensors shall retain all right, title and interest in and to the QAHE Background IPR and in any materials in which QAHE Background IPR subsists, including any brochures, course prospectuses and marketing materials provided by QAHE to the Representative. QAHE grants to the Representative a non-exclusive, non-transferable licence during the Term to use the QAHE Background IPR in such materials as are provided to the Representative by QAHE only to the extent necessary and for the purpose of providing the Services to QAHE and performing the Representative's other obligations under the Agreement.
- 6.3. All Foreground IPR shall vest in QAHE upon creation and the Representative hereby assigns with full title guarantee all Foreground IPR. Such assignment shall take effect as a present assignment of future rights. QAHE hereby grants to the Representative a worldwide, royalty-free, licence during the Term to use the Foreground IPR to the extent necessary and for the purpose of providing the Services to QAHE and performing the Representative's other obligations under the Agreement.

## **7. INDEMNITIES**

- 7.1. The Representative shall indemnify and hold QAHE, QAHE Affiliates, Partners and Applicants (the "Indemnified Parties") harmless from all Claims and all Losses awarded against, or incurred or paid by, QAHE as a result of or in connection with:
  - 7.1.1. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services;
  - 7.1.2. any claim made against the Indemnified Parties in respect of any Losses sustained by the Indemnified Parties to the extent that such Losses were caused by, relate to or arise from the provision of the Services by the Representative;
  - 7.1.3. any Losses incurred by the Indemnified Parties relating to breach of UKVI rules and regulations arising from any act or omission of the Representative Personnel;
  - 7.1.4. any employment allegations or employment claims brought against the Indemnified Parties by any of the Representative's Personnel; and
  - 7.1.5. any breach by the Representative of clause 3 (Obligations of the Representative), clause 8 (Confidentiality and Data Protection), clause 9 (Information Security and Representative Access to QAHE Environment), the Data Protection Schedule at Schedule 2, clause 14 (Anti-Bribery Compliance), clause 15 (Modern Slavery and Human Trafficking) and clause 16 (Anti-tax evasion facilitation).

## **8. CONFIDENTIALITY AND DATA PROTECTION**

- 8.1. The Representative represents and undertakes that it will, subject to clause 8.2:
    - 8.1.1. only use the Confidential Information for the purpose of performing its obligations under the Agreement;
    - 8.1.2. keep the Confidential Information secret, safe and secure; and
    - 8.1.3. not disclose the Confidential Information to any other person.
  - 8.2. The Representative may disclose the Confidential Information:
    - 8.2.1. to the extent required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and
    - 8.2.2. to those of its officers, directors, employees and professional advisers who need access to the Confidential Information so that it can perform its obligations under the Agreement. The Representative will procure that each person to whom it discloses the Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this Clause 8.
- For the purposes of this Clause, "Confidential Information" means any information that relates to QAHE (or any of its Affiliates) and which is disclosed to the Representative in connection with the Agreement, but excluding information that:
- 8.2.3. is at the relevant time in the public domain (other than by virtue of a breach of this Clause 8);

- 8.2.4. was received by the Representative from a third party who did not acquire it in confidence; or
- 8.2.5. is developed by the Representative without any breach of the Agreement.
- 8.3. The parties agree that the provisions of Schedule 2 (Data Protection) shall apply in relation to data protection. The parties acknowledge and agree that it is not intended that either party shall Process the other party's Personal Data and that the parties are separate and independent controllers of Personal Data that each processes in connection with the Agreement.
- 8.4. QAHE may amend and/or replace the provisions of Schedule 2 (Data Protection) in order to remain compliant with data protection legislation and, if so requested, the Representative shall take all actions to incorporate any such amendments into the Agreement and to comply with the updated obligations.
- 8.5. The provisions contained in this Clause 8 shall continue to apply after the termination or expiry of the Agreement (however arising).
- 9. INFORMATION SECURITY AND REPRESENTATIVE ACCESS TO QAHE ENVIRONMENT**
- 9.1. The Representative shall implement and maintain appropriate technical and organisational measures and adequate security programmes and procedures to ensure a level of security appropriate to the risk, and to prevent any accidental, unauthorised or unlawful access to, processing, destruction, loss, alteration, damage or disclosure of QAHE's Confidential Information and protect the Representative's Environment used to provide the Services in accordance with applicable laws and best industry practice.
- 9.2. The Representative shall ensure that the measures outlined in clause 9.1 above include:
- 9.2.1. boundary firewalls and internet gateways to protect the Representative's Environment from the internet and other external networks;
- 9.2.2. secure configuration of the Representative's Environment, including encryption of portable devices and removable media and the encryption of Personal Data;
- 9.2.3. physical and logical access controls that restrict access to only authorised users to the extent required to perform the required Services;
- 9.2.4. Malicious Code protection software that is designed to prevent the introduction of Malicious Code into the Representative's Environment;
- 9.2.5. patch management practices to identify, assess and apply applicable security patches to the Representative's Environment; and
- 9.2.6. training and awareness for the Representative's Personnel in information security and the handling of QAHE's Confidential Information in accordance with the terms of the Agreement.
- 9.3. The Representative shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing of Personal Data.
- 9.4. The Representative shall:
- investigate all (i) accidental, unauthorised or unlawful access to, processing, destruction, loss, alteration, damage or disclosure of QAHE's Confidential Information and/or any cyber-attacks on the Representative's IT systems ("Security Incidents"); and (ii) suspected Security Incidents; and
- 9.4.1. notify QAHE without undue delay of any Security Incident that affects QAHE's Confidential Information.
- 9.5. If an incident referred to in clause 9.4 occurs, the Representative shall, at its own cost, provide all necessary assistance as requested by QAHE, including with notifications that may be required under Applicable Law.
- 9.6. QAHE may request a written description of the technical methods employed by the Representative pursuant to clause 9.1 and the Representative shall supply the written particulars within no more than 5 Business Days of QAHE's request.
- 9.7. If pursuant to, or in consequence of performing its obligations under the Agreement, the Representative or any of its personnel is permitted access to any part or parts of QAHE's Environment, whether directly or remotely ("Representative Access"):
- 9.7.1. All Representative Access shall be strictly limited to that part of QAHE's Environment as is required for the proper performance of the Representative's obligations under the Agreement; and
- 9.7.2. The Representative and its personnel who carry out the Services shall comply with all security audit and other procedures and requirements of QAHE as notified to the Representative from time to time in relation to the Representative Access and QAHE's Environment.
- 9.8. The Representative shall procure that only personnel who carry out the Services shall be permitted Representative Access and such Representative Access shall be to the extent strictly necessary for the proper performance of the Representative's duties under the Agreement.
- 9.9. Any part of QAHE's Environment to which the Representative gains Representative Access shall remain the property of QAHE (or its licensors

- of lessors) and the Representative shall not acquire any right title or interest in QAHE's Environment or any part of it.
- 9.10. The Representative shall not make any alteration or upgrade to QAHE's environment or any part of it without obtaining the prior written consent of a duly authorised representative of QAHE.
- 9.11. The Representative shall not carry out any act or make any omission which has, or could reasonably be expected to have, an adverse impact on the security of any of QAHE's Environment, QAHE's data or QAHE's business.
- 9.12. The Representative shall not introduce any Malicious Code into any part of the Customer Environment and shall take all reasonable steps to ensure that no third party is able to introduce any Malicious Code into any part of the Customer Environment as a result of the way the Services are provided and shall maintain and operate up to date versions of virus protection and firewall software which are of leading industry standards and in accordance with best industry practice.
- 10. DURATION AND TERMINATION**
- 10.1. The Agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with the terms of the Agreement, the Agreement shall continue until the end of the Initial Term and shall automatically extend for a period of one (1) year ("Extended Term") at the end of the Initial Term and at the end of each Extended Term.
- 10.2. Without affecting any other right or remedy available to it, QAHE shall have the right to terminate the Agreement, with immediate effect by giving written notice to the Representative if:
- 10.2.1. the Representative (or anyone employed by it or acting on its behalf) commits a material breach of any term of the Agreement (and for the avoidance of doubt any breach of confidentiality imposed herein shall be regarded as a material breach for the purposes of the Agreement) or, where the breach is capable of remedy the Representative fails to remedy such breach within 14 days after the service of a written notice specifying the breach and requiring it to be remedied;
- 10.2.2. the Representative repeatedly breaches any of the terms of the 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 the Agreement;
- 10.2.3. an order is made or a resolution is passed for the winding up of the Representative, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Representative, or such an administrator is appointed, or a receiver is appointed of any of the Representative's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the Representative takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the Representative with its creditors or an application to a court for protection from its creditors is made by the Representative;
- 10.2.4. the Representative, being an individual, is the subject of a bankruptcy petition or order, or dies, or, by reason of illness or incapacity (mental or physical), is incapable of managing his own affairs, or becomes a patient under any mental-health legislation;
- 10.2.5. the Representative suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 10.2.6. any event occurs, or proceeding is taken, with respect to the Representative in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.3 to 10.2.5 (inclusive);
- 10.2.7. there is a change of Control of the Representative unless approval has been granted by QAHE in accordance with clause 25.2;
- 10.2.8. the Representative engages in any conduct prejudicial to the reputation of QAHE or its Partners;
- 10.2.9. the Representative knowingly presents false or misleading information to QAHE or about QAHE or its Partners to third parties;
- 10.2.10. the Representative purports to assign any or all of the Agreement in breach of clause 25;
- 10.2.11. the Representative or staff do not conduct themselves in a professional manner including but not limited to, response times to queries and request.
- 10.2.12. over the period of six months the Representative fails:
- 10.2.12.1. to refer any Applicants; and/or
- 10.2.12.2. breaches its obligations at clause 3 in relation to the quality of Applicants; and/or
- 10.2.12.3. fails to have any or any material contact with QAHE.
- 10.3. Without affecting any other right or remedy available to it, the Representative may at any time terminate the Agreement by written notice to QAHE if undisputed Fees that are due and payable by QAHE remain unpaid for more than thirty (30) days after the due date of payment,

provided that the Representative has notified QAHE in writing if any Fees remain unpaid (excluding non-payment of any disputed amounts of Disputed Invoices) promptly after the due date for payment and has specified the amount of payments due and, if it intends to serve such written notice, issues a warning notice in writing to QAHE specifying the amount of payments to be made no less than seven (7) days before exercising its right to terminate the Agreement.

- 10.4. Without affecting any other right or remedy available to it QAHE shall have the right to terminate the Agreement either in full or in part in relation to itself and/or one or more of its Affiliates or Partners without cause and without incurring any further liability on giving written notice to the Representative.
- 10.5. Without affecting any other right or remedy available to it, if QAHE terminates the Agreement in reliance upon clause 10.2, QAHE shall have the right to terminate with immediate effect any and/or all other agreements it has entered into with the Representative either in full or in part without additional cause and without incurring any further liability to the Representative.

## **11. CONSEQUENCES OF TERMINATION**

- 11.1. On the date of termination of the Agreement (howsoever arising) the Representative shall, at its own expense, promptly:
  - 11.1.1. return any and all equipment, materials and property which is in the Representative's possession or under its control belonging to QAHE to a QAHE entity;
  - 11.1.2. return all documents and materials (and any copies) containing Confidential Information to QAHE or, at QAHE's election, destroy, all documents and materials (and any copies) containing Confidential Information;
  - 11.1.3. irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the Representative's possession or under its control; and
  - 11.1.4. on request, certify in writing that it has complied with the requirements of this clause 11.
- 11.2. If the Agreement is terminated by QAHE pursuant to clause 10.2 and/or clause 2.3, QAHE shall have no further liability and no obligation to pay any Fees to the Representative as from the date of termination including any Fees that fell due prior to the date of termination. For the avoidance of doubt, upon termination under Clause 10.2 and/or 2.3, QAHE shall not be required to pay any invoices which remain unpaid even if such invoices were issued prior to the date of termination of the Agreement and all payment obligations of QAHE to the Representative whether in respect of Fees or otherwise shall cease on termination of the Agreement.
- 11.3. If the Representative is eligible to an on-going entitlement to Fees following termination, the provisions of clause 11.1 shall be suspended to the extent strictly necessary for the Representative to retain those documents or Confidential Information in its possession or control in order to finalise its entitlement to Fees. The Representative shall delete and/or return such documents or Confidential Information to QAHE promptly once its eligibility to further Fees terminates.

## **12. LIMITATION OF LIABILITY**

- 12.1. Notwithstanding any other provision of the Agreement, the liability of the parties shall not be excluded or limited in any way in respect of the following:
  - 12.1.1. death or personal injury caused by its negligence;
  - 12.1.2. fraud or fraudulent misrepresentation; or
  - 12.1.3. the Representative's liability under or in connection with the indemnities at clause 7; or
  - 12.1.4. any other losses which cannot be excluded or limited by Applicable Law.
- 12.2. Subject to clauses 12.1, 12.3 and 12.4, the total liability of QAHE under or in connection with the Agreement and howsoever caused and regardless of whether such liability arises in contract, tort (including negligence), breach of statutory duty or in any other way (including but not limited to under any warranty or indemnity) shall not exceed the actual Fees paid by QAHE to the Representative in the twelve (12) months immediately prior to the date on which the event giving rise to the claim occurred.
- 12.3. Subject to clause 12.1, QAHE shall not be liable to the Representative for any loss of profit or loss of revenue arising out of or in connection with the Agreement or any breach or non-performance of the Agreement no matter how fundamental (including by reason of negligence).
- 12.4. Subject to clause 12.1, QAHE shall not be liable to Representative for any indirect, consequential or special loss, any loss of goodwill, reputation, savings or opportunity (whether actual or anticipated) or wasted management time in each case arising out of or in connection with the Agreement or any breach or non-performance of it no matter how fundamental whether or not the Representative had been informed of or was aware that there was a serious possibility of such loss.

- 12.5. Losses for which the Representative assumes responsibility and which shall be recoverable by QAHE include:

- 12.5.1. regulatory losses, fines, expenses or any other losses arising from a breach by the Representative of any regulation or Applicable Law;
- 12.5.2. additional operational, management and/or administrative costs and expenses incurred by QAHE or any QAHE Affiliate arising from a default by the Representative under the Agreement; and
- 12.5.3. expenditure or charges wasted and/or incurred by QAHE or a QAHE Affiliate as a result of or arising from the negligence, breach of contract or breach of statutory duty by the Representative.

## **13. INSURANCE**

- 13.1. During the Term and for a period of six years after the expiry or termination of the Agreement, the Representative shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £2 million and shall, on QAHE's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

## **14. ANTI BRIBERY COMPLIANCE**

- 14.1. The Representative shall:
  - 14.1.1. comply with all applicable laws, statutes, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - 14.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 14.1.3. have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 14.1.1 and clause 14.1.2, and will enforce them where appropriate; and
  - 14.1.4. promptly report to QAHE any request or demand for any undue financial or other advantage of any kind received by the Representative in connection with the performance of the Agreement.
- 14.2. The Representative shall ensure that any person associated with the Representative who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Representative in this clause 14 ("Relevant Terms"). The Representative shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be liable for any breach by such persons of any of the Relevant Terms.
- 14.3. For the purpose of this clause 14, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.
- 14.4. Breach of this clause 14 shall be deemed a material breach of the Agreement and its breach may result in the termination of the Agreement with immediate effect pursuant to clause 10.2.1.

## **15. MODERN SLAVERY AND HUMAN TRAFFICKING**

- 15.1. The Representative shall:
  - 15.1.1. comply with the Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes of practice in force from time to time; and
  - 15.1.2. develop and maintain policies and procedures aimed at ensuring that slavery and human trafficking is not taking place in any of its supply chains and in any part of its own business.
- 15.2. The Representative warrants that:
  - so far as it is aware (having undertaken reasonable enquiries) slavery and human trafficking is not taking place: (i) in any of its supply chains, and (ii) in any part of its own business;
  - 15.2.1. in the event it becomes aware that slavery or human trafficking is taking place in any of its supply chains or in any part of its own business it will notify QAHE as soon as reasonably and practicably possible;
  - 15.2.2. if and to the extent that it is covered by the requirements of section 54 of the Modern Slavery Act 2015, it has complied fully with its legal obligations under that section; and
  - 15.2.3. it has not been convicted nor is currently being investigated by the police or any other public body in respect of any alleged offences under or breaches of the Modern Slavery Act 2015.

## **16. ANTI TAX EVASION FACILITATION**

- 16.1. For the purposes of this clause 16:
  - 16.1.1. the expressions associated with; Prevention Procedures, UK Tax Evasion Offence and Foreign Tax Evasion Offence shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
  - 16.1.2. Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable UK laws,



legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;

**16.1.3. Representative Associated Person** means all or any of the following:

- 16.1.3.1. persons associated with the Representative ("Representative's Associates"); and
- 16.1.3.2. persons associated with any of the Representative's Associates; in each case, involved in performing services for or on behalf of the Representative in connection with the Agreement.

**16.2. The Representative shall ensure that it and the Representative Associated Persons shall not by any act or omission commit, cause, facilitate or contribute to the commission by any person of a:**

- 16.2.1. Corporate Failure to Prevent Offence; or
- 16.2.2. UK Tax Evasion Offence; or
- 16.2.3. Foreign Tax Evasion Offence;

in connection with the Agreement.

**16.3. The Representative shall not and shall use all reasonable endeavours to ensure that Representative Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with QAHE to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of its obligations in connection with the Agreement.**

**16.4. The Representative shall and shall procure that Representative Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Representative or Representative Associated Persons in connection with the performance of its obligations in connection with the Agreement or otherwise.**

**16.5. Without prejudice to clause 16.4, the Representative shall ensure that:**

- 16.5.1. it and all relevant Representative Associated Persons have in place such Prevention Procedures as it is reasonable in all the circumstances to expect the Representative and such persons to have in place to prevent any breach of these clauses and comply with its own policies. Such policies and procedures shall include the following:
  - 16.5.1.1. the procedures that each such person should follow if they are requested to facilitate a UK Tax Evasion Offence or a Foreign Tax Evasion Offence;
  - 16.5.1.2. acceptable conduct in relation to engagement with customers, clients and Representative Associated Persons;
  - 16.5.1.3. risk assessments and due diligence procedures for identifying tax evasion facilitation risks in relation to customers and Representative Associated Persons; and
  - 16.5.1.4. the Representative's procedures for taking action to inform the relevant enforcement bodies or regulatory authorities about requests to facilitate a UK Tax Evasion Offence or a Foreign Tax Evasion Offence and the Representative shall provide QAHE on request with copies of these policies (and prompt notice of any material changes to the same from time to time).

**16.6. The Representative warrants and represents that it has not, and to the best of its knowledge, information and belief, no Representative Associated Persons have:**

- 16.6.1. been investigated in connection with, or charged with having committed or facilitated the commission of, any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;
- 16.6.2. received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or
- 16.6.3. received any report (including a report from the Representative's external auditors, any Representative Associated Persons or any other person) or discovered any evidence suggesting that the Representative or any Representative Associated Person has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

**16.7. The Representative shall immediately notify QAHE as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in clause 16.**

**16.8. Any breach of this clause 16 by the Representative shall be deemed a material breach of the Agreement that is not remediable and entitle QAHE to immediately terminate the Agreement by notice in accordance with clause 10.2.1.**

**17. AUDIT**

**17.1. The Representative shall maintain full and accurate records in connection with the Agreement including, but not limited to, all Applicants, Students, Successfully Recruited Students and Fees.**

During the Term and for a period of up to six (6) years after (i) the expiry of the Term; or (ii) the Services have been completed; or (iii) no further Fees are claimed by the Representative (whichever is the later), QAHE shall be entitled to carry out audits (each an "Audit") of the Representative to ensure its proper compliance with the terms of the Agreement. The Representative shall offer QAHE and their respective officers, employees and representatives (the "Respective Agents") every assistance reasonably requested by QAHE and the Respective Agents in relation to any Audit carried out pursuant to the Agreement and will afford access to QAHE and the Respective Agents during normal working hours to the registered office from time to time of the Representative and such other premises where the Services are or were performed or the Representative's records are kept from time to time.

**17.2. The Representative shall make available access to its facilities (including online systems) for the specific purposes of:**

- 17.2.1. enabling QAHE and the Respective Agents to inspect and copy any or all information in any form relevant to such Audit;
- 17.2.2. inspecting systems, procedures and controls used by the Representative in connection with the performance of the Agreement; and
- 17.2.3. ensuring that the Representative performs its obligations under the Agreement.

**18. WAIVER**

**18.1. No failure or delay by any party to exercise any right, power or remedy provided under the Agreement or by law shall constitute a waiver of that right or remedy nor shall it prevent or restrict the 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. A waiver of any right or remedy under the Agreement or by law is only effective if it is in writing.**

**19. ENTIRE AGREEMENT**

- 19.1. The Agreement contains all the terms which the parties have agreed in relation to the subject matter of the Agreement and supersedes any prior written or oral agreements, representations or understanding between the parties relating to such subject matter.
- 19.2. Each party acknowledges that in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 19.3. Nothing in this clause shall limit or exclude any liability which one party would otherwise have to the other party in respect of any statement made fraudulently by that party.

**20. NOTICES**

- 20.1. NOTICES must be given in writing. A notice shall be deemed effectively served:
  - 20.1.1. if sent by email, at the time of transmission; or
  - 20.1.2. if delivered personally, on the date when left at QAHE's registered office or the Representative's address (as applicable) and signed for; or
  - 20.1.3. if given by post, on the date when the notice has been signed for at QAHE's registered office or the Representative's address.
- 20.2. Notices shall be sent to the contact details provided for the relevant party in the Contract Details, or such other contact details as a party may from time to time notify to the other party in writing.
- 20.3. This clause does not apply to the service of any proceedings or other documents in any legal action.

**21. RIGHTS OF THIRD PARTIES**

The Representative acknowledges that QAHE has entered into the Agreement on behalf of and for the benefit of itself and the QAHE Affiliates. The Representative agrees that QAHE's Affiliates may: (i) enforce QAHE's rights under the Agreement; (ii) take advantage of the benefits conferred upon QAHE by the Agreement; (iii) rely on the representations, warranties and covenants given by the Representative; and (iv) rely on the exclusions and limitations of liability benefitting QAHE in the Agreement. Any enforcement by the QAHE Affiliates of such rights, benefits, warranties, representations, covenants, exclusions and/or limitations shall be subject to all of the terms of the Agreement, and shall be brought by the relevant QAHE Affiliate.

- 21.1. The Representative acknowledges and accepts that any right or remedy it may have under the Agreement rests solely with the relevant QAHE Affiliate and enters into the Agreement on this basis.
- 21.2. The limitations and exclusions of liability contained in the Agreement shall apply to any claims brought by or on behalf of QAHE and/or any QAHE Affiliates and the involvement of one or more QAHE Affiliate shall not give rise to any increase in or multiplication of any cap placed on QAHE's liability.
- 21.3. QAHE may perform any of its obligations or exercise any of its rights under the Agreement by itself or through a QAHE Affiliate, provided that any act

or omission of any QAHE Affiliate shall be deemed to be the act or omission of the QAHE Affiliate.

21.4. QAHE and the Representative may rescind, vary or terminate the Agreement without the consent of any QAHE Affiliates.

21.5. Subject to this Clause 21, any person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.

## **22. FORCE MAJEURE**

22.1. A party to the Agreement shall not be in breach of the Agreement or otherwise liable to the other parties for any failure or delay in performing its obligations under the Agreement if such delay or failure results from a Force Majeure Event. In such circumstances, the affected party shall promptly notify the other parties of the nature of the events or circumstances preventing such performance.

## **23. FURTHER ASSURANCE**

23.1. The Representative shall at the request of QAHE, and at the cost of QAHE, do all acts and execute all documents which are necessary to give full effect to the Agreement.

## **24. VARIATION**

24.1. Subject to Clause 24.2 and save as expressly set out in the Agreement, no variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

QAHE shall be permitted to amend these Terms at any time and such updated Terms will be made available by QAHE on the QAHE website at [QA Higher Education | Agent Hub](#). Upon amendment of the Terms by QAHE, the Representative shall be bound by the Terms and the Terms shall apply to all Services provided by the Representative following the date of variation. QAHE shall use reasonable endeavours to notify the Representative of the updated Terms however the Representative is responsible for periodically checking the QAHE website to ensure it complies with the most up to date version.

## **25. ASSIGNMENT AND SUBCONTRACTING**

25.1. The Representative may not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights or obligations under the Agreement, in whole or in part, without QAHE's prior written consent.

25.2. The Representative shall notify QAHE immediately in writing and as soon as the Representative is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control. QAHE may terminate the Agreement by issuing a termination notice to the Representative in accordance with clause 10.2.7 within six (6) months of being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred, or where no notification has been made, the date that QAHE becomes aware that a Change of Control is anticipated or has occurred unless QAHE has granted its prior approval to the Change of Control.

25.3. QAHE may at any time assign, sub-contract, transfer, charge, hold on trust for any person or deal in any other manner with any right or obligation under the Agreement, in whole or in part.

25.4. The Representative shall be permitted to enter into Sub-Contracts under the Agreement provided that:

25.4.1. the Representative shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors (including, without limitation, in relation to appropriate training and behaviour) as if they were its own;

25.4.2. the Representative shall provide QAHE upon request with a complete list of Sub-Contractors used by the Representative in connection with the Services and shall provide QAHE with full transparency around the use of its Sub-Contractors;

25.4.3. the Representative only uses Sub-Contractors which uphold the principles of the National Code and all other regulations, guidance and policies specified in the Agreement;

25.4.4. the Representative must also ensure compliance of the Sub-Contractors with Clause 3.1.17 of the Agreement;

25.4.5. the Representative shall have a rigorous process of training, managing and quality assuring Sub-Contractors and shall provide disclosure of such processes to QAHE upon request;

25.4.6. the Representative acknowledges and agrees that an obligation on the Representative to do, or refrain from doing, any act or thing shall include an obligation upon the Representative to procure that all Sub-Contractors and Representative Personnel also do, or refrain from doing, such act or thing; and

25.4.7. The Representative shall indemnify and keep indemnified QAHE against all costs, claims, demands, liabilities, damages, losses and/or expenses incurred or suffered by QAHE which arise out of or in connection with any act or omission of a Sub-Contractor or any Representative Personnel.

## **26. RELATIONSHIP OF THE PARTIES**

26.1. The parties are independent contractors. Nothing in the Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party. Save as expressly provided for in the Agreement, none of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

## **27. EQUITABLE RELIEF**

27.1. Each party recognises that any breach or threatened breach of the Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **28. SEVERANCE**

28.1. If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.

28.2. If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

## **29. COUNTERPARTS**

29.1. The Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

29.2. Each party may evidence their signature of the Agreement by transmitting by email a signed signature page of the Agreement in PDF format together with the final version of the Agreement in PDF or Word format, which shall constitute an original signed counterpart of the Agreement.

## **30. COSTS AND EXPENSES**

30.1. Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

## **31. GOVERNING LAW AND JURISDICTION**

31.1. The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with the Agreement, its subject matter or formation (including non-contractual disputes or claims).

31.2. The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liabilities of the parties which have accrued prior to termination. The clauses in the Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding such termination.



## Schedule 1 - VISA RESPONSIBILITIES

1. When an Applicant requires a visa to study in the UK, the Representative shall:
  - 1.1. Specifically draw the attention of all potential Applicants to essential and current online resources relating to making a successful visa application. This includes making sure that potential Applicants have engaged with the Home Office guidance on making a Student Route application, the Visas UK website, the UKCISA website, QAHE's and its relevant Partner's web content for international applicants;
  - 1.2. Ensure that, once an Applicant has received an offer of a place from QAHE or its Partner (as relevant), that they check the relevant section on QAHE's and/or its relevant Partner's website to help them make a visa application;
  - 1.3. Check all visa applications before they are submitted by prospective Applicant to ensure that all applications, and all supporting documents, are complete and meet the requirements, including the financial requirements, for a successful visa application. In particular:
    - 1.3.1. Check that the Applicant's bank statements show a compliant amount of money in the Applicant's bank account for the required period;
    - 1.3.2. Ensure that Applicants who are sponsored by a family member only submit bank statements from their mother, father, legal guardian or spouse (no other family sponsors are acceptable); and
    - 1.3.3. Confirm that all supporting documentation for visa applications (e.g. bank statements) are originals. Copies are not acceptable.
    - 1.3.4. Check all visa applications against, all other requirements for a successful visa application.
2. The Representative acknowledges that visa refusals will be tracked, and the information will be used to evaluate renewal of the contract. Any visas refused as a result of the Representative's failure to meet the above requirements may result in the termination of the Agreement.
3. In the event that UK immigration law should change during the term of the Agreement, QAHE may replace or vary this Schedule wholly or in part to reflect its and its Partner's legal obligations as a higher education institution and the legal requirements of international students wishing to study in the UK.

## Schedule 2 – Data Protection

### 1. Definitions and Interpretation

- 1.1. For the purposes of this Schedule, the terms "controller", "processor", "data subject", "personal data", "processing" (and any derivatives thereof) and "appropriate technical and organisational measures" have the meanings given in Data Protection Legislation and the following terms shall have the following meanings:

**Agreed Purpose:** means the provision or receipt (as applicable) of Service under these terms.

**Business Contact Details:** means personal data confined to the following categories of information relevant to the following categories of data subject: (a) business names; (b) basic personal details; and (c) contact details, in each case of the parties' personnel used to administer the Agreement.

**Data Discloser:** means either party when it discloses personal data to the other party in connection with the Agreement.

**Data Protection Legislation:** means the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and the UK Data Protection Legislation (as applicable), the Directive on Privacy and Electronic Communications (Directive 2002/58/EC) and any national implementing laws, regulations and secondary legislation made under them, in each case as amended or re-enacted and in force from time to time.

**Data Protection Losses:** means all liabilities and other amounts, including all: (a) costs (including legal and professional costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); (b) loss or damage to reputation, brand or goodwill; (c) costs and expenses of investigation and remediation; (d) to the extent permitted by Applicable Law: (i) administrative fines, penalties, sanctions, liabilities or other remedies; (ii) compensation paid to any data subject; and (iii) costs and expenses of compliance with investigations by a data protection supervisory authority; and (e) the costs and expenses of loading the QAHE Data to the extent the same are lost, damaged or destroyed, and any loss or corruption of the QAHE Data (including the costs and expenses of rectification or restoration of the QAHE Data).

**Data Recipient:** means either party when it receives personal data from the other party in connection with the Agreement.

**EU Standard Contractual Clauses:** means the contractual clauses annexed to the EU Commission Decision 2021/914/EU or any successor clauses approved by the EU Commission;

**ICO:** means the UK Information Commissioner's Office.

**Permitted Jurisdiction:** means a country or territory (a) in the case of any transfer from the EEA or the UK (unless otherwise stated by the UK government or the ICO), in respect of which the European Commission has issued a finding of the adequacy of the protection of personal data; or (b) in

the case of any transfer from the UK, which the UK Secretary of State has specified ensures an adequate level of protection of personal data.

**Permitted Recipients:** means the parties to the Agreement, the employees of each party and any third parties engaged to perform obligations in connection with the Agreement.

**QAHE Data:** means all data and information that falls within any one or more of the following categories: (a) Shared Personal Data; (b) data and information QAHE provides or makes available to the Representative under the Agreement; and/or (c) data and information obtained, created, generated or compiled in connection with the performance of the Agreement.

**Restricted Transfer:** (i) where the GDPR applies, a transfer of personal data from the EEA either directly or via onward transfer, to any country or recipient outside of the EEA which is not a Permitted Jurisdiction; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom either directly or via onward transfer, to any country or recipient outside of the UK which is not a Permitted Jurisdiction;

**Restricted Transfer Terms:** means the EU Standard Contractual Clauses and the UK SCC Addendum;

**Shared Personal Data:** has the meaning given in paragraph 3.1.

**Sub-processor:** means a third party engaged by a processor (or any other Sub-processor) to carry out processing activities on behalf of the relevant controller.

**UK Data Protection Legislation:** means all applicable laws and regulations in the UK relating to the processing of personal data, including the UK GDPR and the Data Protection Act 2018.

**UK GDPR:** means the GDPR as incorporated into UK law in accordance with the European Union (Withdrawal) Act 2018.

**UK SCC Addendum:** means the International Data Transfer Addendum (IDTA) to the EU Standard Contractual Clauses issued by the ICO.

- 1.2. The following rules of interpretation shall apply to this Schedule: (a) references to a Paragraph or Appendix is to a paragraph of, or an Appendix to, this Schedule unless expressly stated otherwise; (b) reference to legislation or a legislative provision is a reference to it as amended from time to time and shall include all subordinate legislation; (c) any words following the terms "including", "include", "in particular", or "for example" shall not limit the sense of the words preceding those terms; and (d) a reference to writing or written does not include email.

### 2. Conflicts

- 2.1. To the extent that any of the terms of the Agreement are inconsistent or conflict with the terms of this Schedule, the terms of this Schedule shall prevail to the extent required in order for the parties to comply with Data Protection Legislation.

### 3. Parties acting as independent controllers

The terms of this paragraph 3 shall apply: (i) to the processing by either party of Business Contact Details disclosed by the other party under the Agreement; and (ii) to the extent that either party acts as a controller in relation to other personal data disclosed by the other party in connection with the Agreement (such personal data together with any Business Contact Details processed under the Agreement being "Shared Personal Data").

- 3.1. In relation to Shared Personal Data disclosed by the Data Discloser, the Data Recipient shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect.
- 3.2. The Data Recipient shall process Business Contact Details disclosed by the Data Discloser for the Agreed Purpose only.
- 3.3. Each party shall:
  - 3.3.1. ensure that it has satisfied a statutory ground under the Data Protection Legislation permitting it to transfer the Shared Personal Data to the Data Recipient and the Permitted Recipients (in the case of Business Contact Details, for the Agreed Purpose);
  - 3.3.2. ensure that it has delivered to the data subjects such information as is required by Data Protection Legislation including the fact that the Data Discloser is sharing Shared Personal Data with the Data Recipient (or a category of recipients which includes the Data Recipient) and the purposes of the data transfer;
  - 3.3.3. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including appropriate confidentiality and data security obligations) which are no less onerous than those imposed by this Schedule; and
  - 3.3.4. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data.
- 3.4. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation relevant to Shared Personal Data processed in connection with the Agreement. In particular, each party shall:
  - 3.4.1. promptly inform the other party about the receipt of any data subject access request;
  - 3.4.2. provide the other party with reasonable assistance, at the other party's cost, in complying with any data subject access request;
  - 3.4.3. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party (to the extent possible and legally permitted), provided that such consultation shall not affect and be without prejudice to the party's ability to respond to the data subject access request within the time period required by Data Protection Legislation;
  - 3.4.4. provide the other party with reasonable co-operation and assistance, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to the relevant personal data; and
  - 3.4.5. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation (providing such details as the other party may reasonably request).
- 3.5. The Data Discloser warrants that:
  - 3.5.1. to the best of the Data Discloser's knowledge, the Shared Personal Data it discloses to the Data Recipient is accurate and up to date; and
  - 3.5.2. the Data Recipient's processing of the Shared Personal Data will not cause the Data Recipient to breach any Data Protection Legislation.

#### 4. Other processing activities

The terms of this clause 4 shall apply to the extent that: (i) QAHE acts as a controller of personal data it discloses to the Representative in connection with the Agreement and the Representative acts as a processor in relation to the personal data; or (ii) QAHE acts as a processor of personal data it discloses to the Representative in connection with the Agreement and the Representative acts as a Sub-processor of QAHE in relation to the personal data.

The Agreement shall specify the: (i) subject-matter of the processing; (ii) duration of the processing; (iii) nature and purpose of the processing; (iv) categories of personal data; (v) categories of data subject; and (vi) the Representative's relevant technical and organisational security measures.

The Representative acknowledges (i) it shall only be a processor in respect of the personal data described in the Agreement; and (ii) shall review the Agreement no less than once every twelve (12) months to ensure that it remains up-to-date.

- 4.1. The Representative shall in relation to personal data that it processes on behalf of QAHE as a processor or Sub-processor:
  - 4.1.1. process the personal data only on the documented instructions of QAHE as set out in the Agreement unless required to do otherwise by Applicable Laws. If the Representative is of the opinion that any instruction given by QAHE breaches Data Protection Legislation, the Representative shall inform QAHE of this;
  - 4.1.2. ensure that its personnel who are authorised to process data are under appropriate obligations of confidentiality;
  - 4.1.3. implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR or Article 32 of the UK GDPR (as applicable) in order to ensure an appropriate level of security for the personal data;
  - 4.1.4. assist QAHE by implementing appropriate technical and organisational measures for the fulfilment of QAHE's obligation to respond to requests for exercising data subject rights;
  - 4.1.5. provide assistance to QAHE in ensuring compliance with QAHE's obligations in Articles 32-36 of the GDPR or Articles 32-36 of the UK GDPR (as applicable);
    - either: (i) destroy the personal data; or (ii) return the personal data to QAHE, upon termination or expiry of the Agreement (subject to any legal obligation that requires such personal data to be retained);
  - 4.1.6. provide QAHE with such information as QAHE may reasonably request to demonstrate compliance with its obligations under this paragraph 4; and
    - be entitled to process or transfer personal data outside of the EEA or the UK (as the case may be) where: (i) the recipient is located in a Permitted Jurisdiction; or (ii) with the consent of QAHE and in such cases the transfer shall be subject to the Restricted Transfer Terms. For the purposes of this paragraph 4.4.8 the Restricted Transfer Terms shall be deemed entered into (and incorporated into this Schedule by reference) and completed as follows:

#### EU Standard Contractual Clauses

(i) Module Two (Controller to Processor) shall apply where QAHE is a Controller of Shared Personal Data and Representative is processing Shared Personal Data;

(ii) Module Three (Processor to Processor) shall apply where QAHE is a Processor of Shared Personal Data and the Representative is a sub-processor of Shared Personal Data;

(iii) Clause 7 of the EU Standard Contractual Clauses (Optional Docking Clause) shall not apply;

(iv) In Clause 9 of the EU Standard Contractual Clauses Option 1 shall apply and the time period for notice of Sub-Processors shall be two months;

(v) The Optional Language within Clause 11 of the EU Standard Contractual Clauses shall not apply;

(vi) In Clause 17 of the EU Standard Contractual Clauses Option 1 shall apply and the EU Standard Contractual Clauses shall be governed by Irish law;

(vii) In Clause 18(b) of the EU Standard Contractual Clauses disputes shall be dealt with by the courts of Ireland;

(viii) Annex I of the EU Standard Contractual Clauses shall be deemed completed with the information specified in the information provided on the Order;

(ix) Annex II of the EU Standard Contractual Clauses shall be deemed completed with the obligations specified in Appendix 1 and any additional information provided in the Order; and

(x) Annex III of the EU Standard Contractual Clauses shall be deemed completed with the information specified in the Order.

- 4.2. The parties agree that the UK SCC Addendum shall apply to Restricted Transfers from the UK and the UK SCC Addendum shall be deemed entered into (and incorporated into this Schedule by reference).
- 4.3. In the event that any provision of this Schedule contradicts directly or indirectly with the EU Standard Contractual Clauses or the UK SCC Addendum, the provisions of the applicable EU Standard Contractual Clauses or the UK SCC Addendum shall prevail over the terms of this Schedule.
- 4.4. If the Representative is located outside the UK or the EEA but not in a Permitted Jurisdiction, the Restricted Transfer Terms shall govern the transfer of personal data by QAHE to the Representative under the Agreement and QAHE and the Representative agree to be bound by the Restricted Transfer Terms as data exporter and data importer respectively.
- 4.5. The Representative may only engage Sub-processors with the consent of QAHE and under the condition that the Representative:
  - 4.5.1. requires Sub-Processors to enter into a written agreement on substantially the same terms as those set out in this clause 4;
  - 4.5.2. remains fully liable to QAHE for the performance of its Sub-Processors' obligations;
  - 4.5.3. commits to provide a list of its Sub-Processors to QAHE upon request; and
  - 4.5.4. will inform QAHE, prior to the appointment of a new Sub-Processor, so as to give QAHE an opportunity to object to the change, which the parties shall discuss in good faith.
- 4.6. The Representative shall indemnify QAHE against all Data Protection Losses suffered or incurred by QAHE arising out of a breach by the Representative of this clause 4



