



## **Ask The Workers platform licence agreement**

This document sets out the standard terms on which ES3G Limited (“**ATW**”), a company registered in England & Wales with registered office at 88 The Mount, Guildford, Surrey, GU2 4JB, England licenses the use of the “Ask the workers” platform.

### **1. Definitions and recitals**

- 1.1. ATW provides the Platform. Corporate Users, Users and Workers wish to use the Platform. This agreement (“**Agreement**”) sets out the terms on which the Platform is provided and used.
- 1.2. The **Effective Date** of these terms and conditions is: [15th February 2026](#).
- 1.3. The “**Platform**” means the Ask the workers software platform, including all updates and versions, all modules, all documentation, videos, training materials, environments (including live, demo, training, testing, sandbox and others), screens, designs, outputs, reports, analyses and all other matters related thereto and further any related mobile, web or other applications that are provided by ATW to connect with Workers.
- 1.4. A Licence to use the Platform is provided in this Agreement and, if proposed by ATW, associated End-User Licence Agreements (“**EULA**”) that may be entered into with Users and with Workers. Any terms set out in a EULA override the terms of this Agreement.
- 1.5. “**Corporate User**” is an organisation, including any Related Company, that accesses the presentation and analysis of Worker Data via the dashboards, extracts and reports that may be provided as part of the Platform. The Corporate User may be a stakeholder that has an interest in understanding how workers may be treated in specific locations or by other businesses or may be the employer of workers itself that are invited to use the Platform. Corporate Users may enter into agreements with ATW alongside this Agreement to deal with commercial terms, fees, charges, service levels and other matters. Unless explicitly stated in such other agreements with respect to such Corporate User, the terms of this Agreement shall take priority. References in this Agreement to the Corporate User include all and any Related Companies.
- 1.6. A “**User**” is an individual nominated by a Corporate User to have specific access to analysis of Worker Data via the dashboards, extracts and reports provided as part of the Platform. References in this Agreement to the Corporate User include all and any Users.
- 1.7. **Workers** are individuals who provide Worker Data by their use of the mobile, web or other applications that are part of the Platform.

- 1.8. **Worker Data** is data that Workers provide about their worker human rights and working conditions via their use of the Platform by answering questions that they are asked and / or sending messages, data or information through the Platform.
- 1.9. “**IPR**” means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, domain names and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
- 1.10. A “**Related Company**” is another company, whether or not a subsidiary, that a Corporate User enables to have access to the Platform by nominating Users of such Related Company or by sharing outputs with the Related Company from the Platform.
- 1.11. The “**Licensees**” are the Corporate User, Users and Workers and, in respect to each and any of them, the rights granted to them by ATW to use the Platform under this Agreement are a “**Licence**”.
- 1.12. References in this Agreement to ATW include its successors and assigns.

### **2. Conditions**

- 2.1. In consideration for the provision of the Platform by ATW to the Licensees and the continued use of the Platform by the Licensees, ATW and the Licensees agree to abide by the terms of this Agreement.
- 2.2. If any Licensee does not wish to use the Platform on the basis of this Agreement, they should stop using the Platform immediately.
- 2.3. Licences (each a “**Licence**”) for Workers, Corporate Users and Users to use the Platform and its related material are granted by ATW on the terms of this Agreement.
- 2.4. A Licence may be granted or terminated by ATW in respect of any individual Corporate User, User and Worker without affecting the Licence of any other and the Licences of each and any of them are several and not joint, and Licences may be granted on different terms.



### 3. Licence: Workers

3.1. The Platform is licensed from the Effective Date without charge to Workers to be used faithfully and truthfully to provide feedback on their worker human rights as experienced at their place of work.

### 4. Licence: for Corporate Users and Users

4.1. The Platform is licensed from the Effective Date to the Corporate User and its Users solely for use in the ordinary course of business of the Corporate User on the basis that ATW is paid in full all fees and charges that are due to it as set out in any agreement with the Corporate User.

4.2. The Licence shall continue indefinitely unless terminated.

### 5. Intellectual Property

5.1. Except for the Licence rights granted herein, ATW and its licensors, successors and assigns, at all times retain all right, title, and interest in the Platform and in any related IPR.

5.2. The Platform is licensed, not sold, for use only under the terms of this Agreement, and ATW reserves all rights not expressly granted to the Licensees.

5.3. Licensees, as a condition of their Licence, agree not to copy, disassemble, reverse engineer, decompile, modify or create derivative works of the Platform or its IPR or the documentation to the extent that such restriction is not prohibited by applicable mandatory law.

5.4. ATW warrants and represents that the provision and use of the Platform will not infringe the IPR of any third party and that it owns or has obtained valid licences of all IPR, consents or permissions which are necessary to enable it to grant the Licence.

5.5. ATW agrees to indemnify Licensees against all costs, expenses (including reasonable legal costs), damages and losses resulting from or arising in connection with any claim brought against Licensee for actual or alleged infringement of any third party's IPR in the Platform ("Claim").

5.6. Where there is a Claim and such Claim causes use of the Platform in accordance with this Agreement to be disrupted or materially impaired, the ATW must, in the following order of priority and at its own expense following consultation with Licensee:

- 5.6.1. procure for Licensee the right to continue to use and possess the infringing or potentially infringing software; or
- 5.6.2. modify or replace the infringing or potentially infringing software, so that there is no infringement or potential infringement and must ensure that such modification or replacement shall be effected with minimal interruption to Licensee business; or

5.6.3. terminate the Agreement.

5.7. Licensees agree not to sublicense, sell, encumber, outsource, or grant any other rights in the Platform, or allow the Platform (including, for the avoidance of doubt, documentation, screen shots, manuals, videos and other similar material) to be circulated to, or possessed by another party save as provided for in this Agreement.

### 6. Data

6.1. The Corporate User warrants for itself and on a joint and several basis with each Related Company that also warrants for itself, that:

- 6.1.1. Any and all information that it provides to ATW, whether via the Platform or otherwise, is information that is lawful for it to provide.
- 6.1.2. None of the information provided, so far as it is reasonably aware, is subject to confidentiality restrictions, privacy restrictions, or other restrictions in terms of its use, storage or distribution, or, if such restrictions do exist, ATW shall have been informed in advance of the information being provided.
- 6.1.3. So far as it is aware the provision of information to the Platform shall not result in the breach of any agreement to which the Corporate User is a party.

6.2. The Licensees agree that ATW and its authorized representatives may collect and use technical information Licensees provide as a part of support services related to the Platform.

6.3. The Licensees and ATW agree that Worker Data belongs absolutely to Workers.

6.4. The Licensees and ATW agree that any other data ("Other Data") provided via the Platform to ATW, subject to and without prejudice to any pre-existing trademarks or other registered intellectual property rights, belongs absolutely to ATW.

### 7. Data Protection

7.1. ATW processes personal data in accordance with applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

7.2. For Worker Data: Workers are the data controllers of their own personal data; Workers grant ATW the right to process their data as set out in this Agreement; ATW processes Worker Data as set out in its Privacy Policy available at [www.es3g.com/privacy](http://www.es3g.com/privacy); Workers have the right to access, correct, delete or restrict processing of their data by contacting ATW at [privacy@es3g.com](mailto:privacy@es3g.com)

7.3. For Corporate User Data (data about Corporate Users and their nominated Users): the Corporate User is the data controller; - ATW processes this data only to provide the Platform and related services; such data is processed in accordance with ATW's Privacy Policy.

7.4. Where data processing arrangements require ATW to act as a processor on behalf of a Corporate User, the terms set out in Schedule 1 (Data Processing Terms) shall apply.

7.5. ATW shall notify affected parties of any personal data breach within 72 hours of becoming aware of such breach where required by law.

### 8. Licence to use Worker Data

8.1. Workers, in consideration for ATW granting them a Licence to use the Platform without charge, agree to grant ATW a perpetual, royalty-free and irrevocable licence to store, use, analyse and process Worker Data without limitation as ATW may determine from time to time.



## 9. Confidentiality of Worker Data

- 9.1. Worker Data shall be kept confidential and shall not be disclosed by ATW to the Corporate User or any User or any other person in any circumstances or in any manner that enables the Corporate User, any User, or any third party to determine which individual worker might have provided the data or contributed to it unless the Worker has specifically consented to share its identity in respect to any particular instance of Worker Data.
- 9.2. The Corporate User and the Users specifically agree to be bound by, and to observe this restriction and not to attempt to determine what Worker Data has been provided by any specific individual Worker unless the Worker has specifically consented to share its identity in respect to any particular instance of Worker Data.
- 9.3. The Licensees agree that ATW may disclose Worker Data if required by court order, governmental order or in order to comply with regulatory requirements.
- 9.4. The Licensees agree that ATW may disclose Worker Data to its sub-contractors and advisers provided they also agree to a hold such Worker Data subject to the same level of confidentiality protection as ATW.
- 9.5. The Licensees agree, notwithstanding any statements made to Workers by ATW, Users, or Corporate Users relating to the confidentiality of Worker Data, that any disclosure of Worker Data by any of ATW or the Licensees, including in situations where it leads to the identification of an individual Worker or group of Workers and the data that such has provided, to the maximum extent permitted by law, does not give rise to a cause of action in contract or in tort against ATW or any of the Licensees unless such breach is motivated by malice or deliberate intent.
- 9.6. The Licensees agree that ATW is not liable in situations where the confidentiality of Worker Data in respect to individual Workers or groups of Workers is compromised by the actions of any Licensee, including in situations where the actions that have compromised the confidentiality of Worker Data have been supported by or are achieved via the operation of the Platform.

## 10. Updates to the Agreement (including Licences)

- 10.1. ATW has published this Agreement on its website ([www.es3g.com/licence](http://www.es3g.com/licence)).
- 10.2. ATW may update this Agreement at any time by publishing a new version on its website. ATW will use reasonable endeavours to notify all registered users of the website that an update has been published.
- 10.3. Usage of the Platform will continue on the terms of the existing agreement until the effective date specified in the updated agreement.
- 10.4. The new effective date shall be at least 30 days after the first publication of the updated agreement on the ATW website.
- 10.5. After the Effective Date, all continued access and use of the Platform and all Licences will continue only on the updated and published agreement.

- 10.6. Any Licensee using the Platform on the terms of an existing agreement who does not accept the terms of the new Agreement should stop using the Platform before the Effective Date.

## 11. Material created by the Platform

- 11.1. The Platform, by its operation, enables the analysis of Worker Data in combination with Other Data to create reports, analysis, presentation, findings, and other outputs, whether printed or available on screen, whether stored or reproduced in real time, all referred to here as "**Derivative Material**".
- 11.2. To the extent that any Derivative Material enables a specific Corporate User, User or Worker to be identified, such Derivative Material is referred to as a "**Specific Derivative Material**".
- 11.3. To the extent that any Derivative Material does not enable a Corporate User, User or Worker to be identified, such Derivative Material (being all Derivative Material that is not Specific Derivative Material) is referred to as a "**Generic Derivative Material**".

## 12. Watermarking

- 12.1. The Licensees hereby agree and consent that ATW may, in its sole discretion, watermark the Platform, the Worker Data, Other Data and any Derivative Materials in such a way as to enable the tracing of usage of the Platform, such data, and any Derivative Materials, with or without notice to any Licensee. This may extend, within the limits of any applicable legislation, to the storage of cookies or other data on devices that are used to access the Platform, with or without specific consents of the Licensee involved. It may also extend to collecting data from devices about the devices and their connections to the internet or local area networks.

## 13. Licence to use Derivative Material

- 13.1. ATW grants the Corporate User and its Users a royalty-free right to use any and all Derivative Material in the ordinary course of its business for the duration of the Corporate User's Licence.
- 13.2. ATW grants the Corporate User and its Users a perpetual and royalty-free right to use any and all Derivative Material that it has in its possession or can access without using the Platform, such right surviving and continuing in perpetuity even if this Agreement is terminated.
- 13.3. For the avoidance of doubt, the Corporate User may disclose and / or publish Derivative Material in writing and in communications with third parties, on its websites (internal and external) and in publicity, annual reports and other promotional materials that it may prepare.

## 14. Confidentiality of Generic Derivative Material

- 14.1. ATW may create, use, incorporate, publish or disclose Generic Derivative Material via any means and without restriction and such Generic Derivative Material is not confidential.



## 15. Confidentiality of Specific Corporate User information

- 15.1. Worker Data, Other Data, and Specific Derivative Material are, to the extent directly related to, or identifying, or enabling the identification of, a specific Corporate User, collectively, "**Specific Corporate User Information**".
- 15.2. Licensees acknowledge that Specific Corporate User Information may relate to more than one Corporate User at the same time (for example, an analysis of Worker Data at a supplier may relate to one or many of that supplier's customers, any of whom might also be a Corporate User).
- 15.3. The Licensees acknowledge that it is in the nature of a multi-tenanted platform (such as the Platform) where data is received from multiple sources and outputs based on that data are available to and delivered to multiple sources that confidentiality of data and outputs can be compromised by the natural operation of the Platform.
- 15.4. ATW agrees severally and not jointly with each individual Corporate User that Specific Corporate User Information relating to or identifying that specific Corporate User is confidential and shall be stored and held confidentially by it, but subject to the confidentiality provisions of this Agreement.
- 15.5. The Licensees and ATW agree that Specific Corporate User Information may be disclosed ("**Permitted Disclosures**") as follows:
  - 15.5.1. Specific Corporate User Information may be disclosed by ATW if required by court or governmental order, prompt notice of which will be given by ATW to the specific Corporate User(s) to whom such information relates, and with whom ATW will cooperate in obtaining a proper protective order if required.
  - 15.5.2. Specific Corporate User Information may be disclosed to persons in the ATW's organisation, its affiliates, officers, agents, employees, professional advisers, insurers and approved subcontractors on a need-to-know basis. Specific Corporate User Information may only be disclosed to these parties on condition that each further recipient of Specific Corporate User Information is made aware of the confidential nature of the information and ATW agrees to use all reasonable endeavours to ensure that such further recipients maintain the confidentiality of the information as set out in this clause 15.
  - 15.5.3. Corporate Users may freely disclose Specific Corporate User Information that relates to themselves (including by directing or permitting ATW to disclose or to give access to the Platform to third parties where such Specific Corporate User Information may be available and / or disclosed) without it or ATW breaching this Agreement. In such circumstances, the disclosing Corporate User (and not ATW) is responsible for assuring compliance with confidentiality restrictions (if any) by such persons to whom such Specific Corporate User Information is disclosed.
- 15.6. ATW and the Licensees agree that it is not a breach of this Agreement, and there is no cause of action for any Licensee, if Specific Corporate User Information is disclosed by virtue of it being included (directly or indirectly) or disclosed in a Permitted Disclosure made by another Corporate User or by ATW.

## 16. Anti-bribery, sanctions and anti-corruption

- 16.1. The Corporate User warrants for itself and on a joint and several basis with each Related Company that also warrants for itself, that:
  - 16.1.1. Each User that they have nominated has been informed of, and has agreed to abide by, all applicable laws relating to anti-bribery and corruption (including the Bribery Act 2010)
  - 16.1.2. to the best of its knowledge, no User and no Corporate User is a Restricted Person:
  - 16.1.3. **Restricted Person** means a person that is (i) listed on any Sanctions List; or (ii) specifically a target of Sanctions, whether designated by name or by reason of being included in a class of persons;
  - 16.1.4. **Sanctions** means any applicable economic, financial or trade sanctions, laws, regulations, embargoes, freezing provision, prohibitions or restrictive measures relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing) administrated, enacted, enforced or imposed by law or regulation by the Sanctions Authorities;
  - 16.1.5. **Sanctions Authorities** means the United Nations Security Council, the U.S. Department of Treasury's Office of Foreign Assets Control, the Council of the European Union and any EU member state, the State Secretariat for Economic Affairs of Switzerland, and any other relevant authority, including any authority in a Licensee jurisdiction, the United Kingdom and the jurisdiction of any party that Licensees deal with over the Platform.
  - 16.1.6. **Sanctions List** means the Specially Designated Nationals and Blocked Persons List of the U.S. Department of Treasury's Office of Foreign Asset Control, the Consolidated List of Financial Sanctions Targets maintained by the European Union, or any similar list maintained by any of the Sanctions Authorities
- 16.2. Should any User or Corporate User become a Restricted Person, ATW shall be immediately notified by the Corporate User and that User or Corporate User shall immediately cease to operate or use the Platform.
- 16.3. ATW shall be under no obligation to accept the nomination of any User and / or any Related Company and may decide, in its absolute discretion, not to provide access to the Platform to any such User and / or Related Company or to withdraw access at any time.
- 16.4. Corporate Users confer on ATW the non-exclusive right to use those trademarks, trade names, service marks, logos and/or similar identifying material agreed in writing as a reference on the ATW website and / or promotional materials for the limited use of promoting the Platform to prospective clients and agree generally to be referred to as a client by ATW provided that ATW does not refer to the Corporate User in any different way to any other client of its Platform or disclose any information that has been agreed to be confidential. The right to use such intellectual property as described in this clause shall cease immediately (without notice) upon termination of this Agreement (however that is caused).



## 17. Security

- 17.1. ATW implements appropriate technical and organisational measures to ensure the security of the Platform and all data processed through it, including: encryption of data in transit and at rest; access controls and authentication measures; regular security monitoring and testing; business continuity and disaster recovery procedures.
- 17.2. ATW shall notify Corporate Users promptly of any security incident that may affect their use of the Platform or the security of their data.

## 18. Warranties and liability

- 18.1. ATW does not warrant that the Platform will meet the requirements of Licensees or that operation of the Platform will be uninterrupted or error free. It is the responsibility of the Licensee to ensure that the Platform and any use of it achieves the Licensee's intended results. ATW disclaims all warranties if the Platform is not properly set up and configured, or if Users or Workers are not fully and properly authorized, trained, monitored, supervised, controlled and assessed in their use of the Platform or do not use the Platform correctly, truthfully and faithfully.
- 18.2. Except as expressly set forth in this Agreement, ATW, its licensors, successors and assigns and their respective suppliers make no warranties or representations, express or implied, relating to the Platform. Any updates or services are delivered without warranty of any kind, express or implied, statutory or otherwise. To the maximum extent permitted by applicable law, ATW disclaims all implied warranties and representations including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Platform or any services or updates.
- 18.3. ATW and the Licensees each warrant that they:
  - 18.3.1. Have the full power and authority to enter into this Agreement;
  - 18.3.2. Entering into this Agreement does not breach any other agreement to which they are a party;
  - 18.3.3. Have taken all reasonable steps to ensure that their obligations as set out in this Agreement are legal, valid, binding and enforceable, having made reasonable enquiry and considered such matters with all due care and attention.
- 18.4. Limitation of Liability
  - 18.4.1. Nothing in this Agreement excludes or limits either party's liability for:
    - death or personal injury caused by negligence;
    - fraud or fraudulent misrepresentation;
    - breach of data protection laws where such exclusion or limitation is not permitted by law; or
    - any other liability that cannot be excluded or limited by law.

- 18.4.2. Subject to the above, ATW's total aggregate liability to any Licensee for all claims arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total fees paid by that Licensee to ATW in the 12 months preceding the date on which the claim arose (or £2,500 if no fees have been paid).
- 18.4.3. Subject to clause 18.4.1, neither party shall be liable to the other for any indirect, consequential, special or punitive losses or damages, including but not limited to loss of profits, loss of business, loss of revenue, loss of anticipated savings, loss of data, loss of goodwill or reputation, whether or not such losses were foreseeable or advised of the possibility of such losses.
- 18.4.4. The exclusions and limitations in this clause 18 shall apply to the fullest extent permitted by law.

## 19. Taxes, regulatory and compliance obligations

- 19.1. The Licensees and ATW agree that each is solely responsible for its own taxes and other regulatory and compliance obligations.
- 19.2. The Licensees and ATW agree to cooperate in full with the investigations of any competent authority into activities that are conducted across the Platform, and to make promptly available such supporting information as may be required.

## 20. Termination

- 20.1. With respect to each individual Licensee, this Agreement and the Licence granted hereunder are to continue in full force and effect unless and until it is terminated.
- 20.2. Subject to any other agreement that may be entered into with a Licensee, ATW may terminate the Licence granted under this Agreement and this Agreement with respect to any Licensee at any time without notice and without giving any reason.
- 20.3. Unless otherwise specified in an agreement with the same, each and all Licensees agree that ATW shall have no liability, consequential, direct, indirect, economic or otherwise, to them if ATW terminates this Agreement and terminates access to the Platform for any reason.
- 20.4. Should a Licensee wish to terminate the Agreement and the Licence with respect to it, the Licensee may simply do this without notice by stopping their access to and use of the Platform.
- 20.5. The Licensees and ATW agree that the confidentiality provisions of this Agreement shall continue in force whilst this Agreement is not terminated and for a further period of 3 years after termination.

## 21. Assignment

- 21.1. ATW may assign its rights and obligations under this Agreement without limitation.
- 21.2. ATW may sell its rights to the Platform, but only on the basis that any party that acquires the Platform agrees to be bound by this Agreement including any and all valid Licences that are granted pursuant to it.



21.3. The Licensees may not assign, sub-contract or otherwise dispose of any rights or obligations that they have under this Agreement.

## 22. Notices

22.1. All notices, requests, demands, consents, approval or other communication provided or permitted hereunder shall be in writing.

22.2. No delay or failure by either party to exercise any rights it may have under this Agreement shall constitute a waiver of that or any other right it may have, unless otherwise expressly provided for herein.

22.3. When this Agreement refers to a matter that is to be put in writing, emails received outside the Platform or electronic messages delivered over the Platform are deemed to be acceptable by ATW and the Licensees.

22.4. Emails to ATW relating to this Agreement should be sent to [legal@es3g.com](mailto:legal@es3g.com).

22.5. Emails to Licensees, unless otherwise specified in an agreement with such Licensee, will be sent to the email addresses (if any) for Users that are nominated by the Licensee and which are stored in the Platform.

22.6. Legal proceedings may not be served by e mail.

## 23. General

23.1. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23.2. This Agreement shall be deemed to be a contract embodying the full terms of the agreement between the parties to this Agreement under and subject to, and shall be construed for all purposes and in accordance with, the laws of England & Wales.

23.3. For any litigation relating to, or arising out of, this Agreement, the parties to this Agreement hereto submit to the exclusive jurisdiction of the courts of England & Wales, waiving any claim that the same is an inconvenient forum. Each party to this Agreement waives personal service of any and all process upon it and consents that all such service of process may be made by notice.

## SCHEDULE 1: DATA PROCESSING TERMS

These Data Processing Terms apply where ATW processes personal data on behalf of a Corporate User (rather than as an independent controller).

1. Roles and Scope: Where a Corporate User provides personal data to ATW for processing through the Platform (other than Worker Data, which is processed separately under the main Agreement), ATW acts as a processor and the Corporate User acts as a controller.
2. Processing Instructions: ATW shall process personal data only on the documented instructions of the Corporate User, which are to provide the Platform and related services as described in this Agreement. ATW shall inform the Corporate User if it believes any instruction violates applicable data protection law.
3. Confidentiality: ATW shall ensure that persons authorised to process personal data are subject to confidentiality obligations.
4. Security: ATW shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in clause 17 of the main Agreement.
5. Sub-processing: The Corporate User provides general authorisation for ATW to engage sub-processors. ATW shall inform the Corporate User of any intended changes concerning the addition or replacement of sub-processors, giving the Corporate User the opportunity to object to such changes. Current sub-processors are listed at [www.es3g.com/subprocessors](http://www.es3g.com/subprocessors).
6. Data Subject Rights: ATW shall, taking into account the nature of the processing, assist the Corporate User by appropriate technical and organisational measures in fulfilling the Corporate User's obligation to respond to requests for exercising data subject rights.
7. Assistance to Corporate User: ATW shall assist the Corporate User in ensuring compliance with data security, breach notification, data protection impact assessments and prior consultation obligations, taking into account the nature of processing and the information available to ATW.
8. Deletion or Return of Data: On termination of the Agreement, ATW shall, at the Corporate User's choice, delete or return all personal data to the Corporate User and delete existing copies unless retention is required by law.
9. Audits: ATW shall make available to the Corporate User information necessary to demonstrate compliance with these Data Processing Terms and allow for and contribute to audits conducted by the Corporate User or an auditor mandated by the Corporate User. ATW may charge reasonable fees for assisting with audits.
10. International Transfers: Where ATW transfers personal data outside the UK, ATW shall ensure appropriate safeguards are in place as required by data protection law, including Standard Contractual Clauses where applicable.