

## AGENT MASTER SERVICES AGREEMENT

This Master Services Agreement and the Service Agreement referenced herein in Schedule 1 relating to the Service the managing agent (the “**Goodlord Agent**”) wishes to use (this “**MSA**”) is by and between that Goodlord Agent and Oh Goodlord Limited, a private limited company organised and existing under the laws of England and Wales (company number 8933499), with its registered office at Huguenot Place, Heneage Street, London, England, E1 5LN (“**Goodlord**”). All capitalised terms used herein not otherwise defined in context shall have the meanings set forth in Clause 10. The Parties agree as follows:

### 1. The Services

- 1.1. All services provided by Goodlord under this MSA will be described in the Service Agreement relating to that Service as outlined in Schedule 1 to this MSA. This MSA and each Service Agreement will be interpreted as a single agreement, independent of each other Service Agreement.
- 1.2. The Goodlord Agent shall not:
  - (a) use the Service in violation of applicable Laws;
  - (b) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or Malicious Code, including material that violates privacy rights;
  - (c) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;
  - (d) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation;
  - (e) interfere with or disrupt the integrity or performance of the Service in whole or in part or third-party data contained therein;
  - (f) attempt to gain unauthorised access to the Service in whole or in part or its related systems or networks;
  - (g) permit direct or indirect access to or use of the Service in whole or in part in a way that circumvents a contractual usage limit, or use the Service to access or use any of Goodlord's intellectual property except as permitted under this Agreement, the Documentation or the relevant Service Agreement;
  - (h) copy the Service or any part, feature, function or user interface thereof;
  - (i) frame or mirror any part of the Service, other than framing on the Goodlord Agent's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation or relevant Service Agreement;
  - (j) make alterations to, or modifications of, the whole or any part of the Service or permit the Service or any part of it to be combined with, or become incorporated in, any other programs;
  - (k) access the Service in whole or in part in order to build a competitive product or service or to benchmark with a product or service not developed or provided by Goodlord; or
  - (l) disassemble, decompile, reverse engineer or create derivative works based on the Service in whole or in part or attempt to do any such thing.
- 1.3. The Goodlord Agent's or an Authorised Parties' violation of Clause 1.2 above, or any use of the Service in breach of this Agreement, Documentation or Service Agreement that imminently threatens the security, integrity or availability of the Service or any other products and/or services connected to Goodlord, may result in Goodlord's immediate suspension of the Service in Goodlord's sole discretion.

## **2. Charges & Payment Terms**

- 2.1. Goodlord Agent shall pay invoices from Goodlord in full and without deduction by electronic money transfer to the account details provided in each invoice within thirty (30) days of the date of the invoice or in accordance with the payment terms outlined in relevant Service Agreement.
- 2.2. If Goodlord has not received payment from Goodlord Agent for any invoices which are not subject to a bona fide dispute, then without prejudice to any other rights and remedies of Goodlord may:
  - (a) by giving ten (10) days written notice to Goodlord Agent, suspend the Services until such overdue amounts are paid in full and Goodlord shall be under no obligation to provide any or all of the Services while the invoice(s) concern remain unpaid; and
  - (b) charge interest which shall accrue on such due amounts at the higher of (i) an annual rate equal to 4% or (ii) the standard statutory interest rate under applicable law.
- 2.3. From time to time, in the course of this MSA and any Service Agreements, or during a transaction, Goodlord will hold money on behalf of Goodlord Agent. That money will normally be held in our instant access client account or, if appropriate in the circumstances, on a client deposit account. In accordance with Clause 1.12.1 of PropertyMark Conduct and Membership Rules 2019, Goodlord shall retain interest earned on money held on behalf of the Goodlord Agent.
- 2.4. All amounts and fees stated or referred to in the MSA or the Service Agreement are non-refundable and are exclusive of all Taxes. Goodlord Agent shall be solely responsible for paying all applicable Taxes relating to the MSA and each Service agreement and the use or access to each Service.

## **3. Goodlord Agent Data**

- 3.1. References in this Clause to "data controller", "data processor", "data subject", and "processing" (and "process" and "processes" will be construed accordingly), will have the meanings ascribed to them under EU Data Protection Law. "Goodlord Agent Data" means any data (including Personal Data) that Goodlord processes when providing the Service pursuant to this Agreement.
- 3.2. "EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "Directive"); (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "GDPR"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); (iv) the Data Protection Act 2018; and (v) any corresponding or equivalent national laws or regulations giving effect to or corresponding with (i), (ii) or (iii). In each case as may be amended or superseded from time to time. References in this Clause to "Applicable Data Protection Law" mean all worldwide data protection and privacy laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law.
- 3.3. Where the Parties process the Personal Data pursuant to Schedule 2, they will each be responsible for complying with their respective obligations under EU Data Protection Law when processing Personal Data. In no event will the Parties process the Personal Data

as joint controllers. In particular (and without limitation):

- a) the Goodlord Agent will be responsible for complying with all necessary transparency and lawfulness requirements under EU Data Protection Law in order to disclose the Data to Goodlord to process; and
  - b) Goodlord will be separately and independently responsible for complying with EU Data Protection Law
- 3.4. The data controller in relation to the Personal Data being processed, shall obtain and maintain consents relating to marketing required under EU Data Protection Law Applicable Data Protection Law and in accordance with Goodlord's privacy policy (which may be amended from time to time), in order to allow Goodlord and other third party service providers to market to the individuals.
- 3.5. The Parties acknowledge and agree that in the circumstances set out in Schedule 2 when the Goodlord Agent is the data controller, Goodlord may process Personal Data processed on behalf of the Goodlord Agent as a data processor and the data processing terms set out in Clause 3.6 below apply.
- 3.6. Where Goodlord is acting as a data processor on behalf of the Goodlord Agent it will:
- a) process the Personal Data only for the purpose of providing the Service and in accordance with Goodlord Agent's lawful documented instructions;
  - b) not divulge the whole or any part of the Personal Data to any person, except to a subcontractor under the terms set out in Clause 3.7 below, or to the extent necessary for the proper performance of this Agreement or otherwise in accordance with the Goodlord Agent's lawful instructions;
  - c) provide reasonable and timely assistance to the Goodlord Agent at the Goodlord Agent's reasonable expense (to be agreed in advance in writing by both parties) to enable the Goodlord Agent to respond to: (i) any request from a data subject to exercise any of its rights under EU Data Protection Law Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Goodlord, Goodlord will promptly inform the Goodlord Agent providing full details of the same;
  - d) provide reasonable cooperation to the Goodlord Agent at the Goodlord Agent's reasonable expense (to be agreed in advance in writing by both parties) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law;
  - e) if it becomes aware of a confirmed Security Incident (as defined in Clause 3.8 below), Goodlord will inform the Goodlord Agent without undue delay and will provide reasonable information and cooperation to the Goodlord Agent so that the Goodlord Agent can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Goodlord will further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and will keep the Goodlord Agent informed of all material developments in connection with the Security Incident;
  - f) upon request, Goodlord will supply a summary copy of its audit report to the Goodlord Agent, which will be subject to the confidentiality provisions of this Agreement; and
  - g) upon termination or expiry of this Agreement, Goodlord will (at the Goodlord

Agent's election) destroy or return to the Goodlord Agent all Personal Data in its possession or control. This requirement will not apply to the extent that Goodlord is required by EU Data Protection Law Applicable Data Protection Law to retain some or all of the Personal Data in which event Goodlord will securely isolate and protect from any further processing except to the extent required by such law until deletion is possible.

- 3.7. The Goodlord Agent authorises Goodlord to subcontract the processing of Personal Data under this Agreement to a third party as listed in Schedule 3 provided that:
  - a) Goodlord provides the Goodlord Agent with reasonable prior notice of any such subcontracting;
  - b) Goodlord puts in place a written agreement with the subcontractor that sets out data protection terms that are substantially the same as those set out in this Clause 3.7; and
  - c) Goodlord will remain liable to the Goodlord Agent for the acts, errors and omissions of any subcontractor it appoints to process the Personal Data. For the purposes of this agreement, a subcontractor will be an entity as listed in Schedule 3 or an entity that Goodlord notifies the Goodlord Agent of in advance of processing.
- 3.8. Goodlord will have in place and maintain throughout the term of this Agreement appropriate technical and organisational measures to protect Personal Data against (i) accidental or unlawful destruction and (ii) accidental loss, alteration, unauthorised disclosure or access (a "Security Incident"), and against all other unlawful forms of processing.
- 3.9. Goodlord will not transfer any Personal Data outside of the European Economic Area unless and until it has taken all such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Law

#### **4. Proprietary Rights**

- 4.1. Except as otherwise specifically agreed to in a Service Agreement, Goodlord and its licensors own all right, title and interest in and to the Service and Documentation (and any Intellectual Property Rights therein), and other Goodlord Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Goodlord reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No Intellectual Property Rights are granted to the Goodlord Agent hereunder other than as expressly set forth herein.
- 4.2. Goodlord hereby grants the Goodlord Agent a non-exclusive, non-transferable right and license to use the Service and Documentation, solely for the internal business purposes of the Goodlord Agent and its Affiliates and solely during the Term, subject to this Agreement and the Service Agreement
- 4.3. As between Goodlord and the Goodlord Agent, the Goodlord Agent shall own all right, title and interest in and to all Goodlord Agent Data.
- 4.4. Goodlord shall own any Goodlord Agent Input, provided that Goodlord shall have no obligation to make any improvements based on such Goodlord Agent Input. The Goodlord Agent shall have no obligation to provide Goodlord Agent Input.
- 4.5. Subject to Clause 4.4 above and with the exception of data created by the Goodlord Agent or Authorised Parties and/or Affiliates in using the Service, Goodlord owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Goodlord from utilising the Aggregated Data for the purposes of operating Goodlord's business, provided that

Goodlord's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. In no event shall the Aggregated Data include any Personal Data.

## **5. Confidentiality**

- 5.1. A Party shall not disclose or use any Confidential Information of the other Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other Party's prior written permission, and only then subject to the disclosure agreeing to be bound by binding obligations of confidentiality which shall be no less restrictive than those in this Clause 5.
- 5.2. Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.
- 5.3. A disclosure by one Party of Confidential Information of the other Party to the extent required by Law shall not be considered a breach of this Agreement, provided the Party so compelled promptly provides the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.
- 5.4. If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of confidentiality protections hereunder, the other Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies are inadequate.
- 5.5. Confidential Information shall not include any information that:
  - a) is, or becomes, generally known to the public without breach of any obligation owed to the other Party;
  - b) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party;
  - c) was independently developed by a Party without breach of any obligation owed to the other Party; or
  - d) is received from a third party without breach of any obligation owed to the other Party. Goodlord Agent Data shall not be subject to the exclusions set forth in this Clause.

## **6. Warranties & Disclaimers**

- 6.1. Each Party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or Personal Data.
- 6.2. Goodlord warrants that in respect of any Service provided to the Goodlord Agent:
  - a) the Service shall be performed materially in accordance with this Agreement and the Documentation; and
  - b) the functionality of the Service will not be materially decreased when viewed in the aggregate.
- 6.3. The Goodlord Agent warrants that any and all personal information provided to Goodlord is accurate and complete in all respects.
- 6.4. Except as expressly provided in this Agreement and to the maximum extent permitted by applicable law, Goodlord makes no warranties of any kind, whether express or implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose or non-infringement with respect to the Service and/or related Documentation. Goodlord does not warrant that the

Service will be error free or uninterrupted. The limited warranties provided in this Agreement are the sole and exclusive warranties provided to the Goodlord Agent in connection with the provision of the Service.

- 6.5. The Goodlord Agent shall defend, indemnify and hold Goodlord, its subsidiaries and affiliates, and its and their respective owners, employees, officers, directors and agents harmless from any loss, damage or costs (including reasonable legal fees) in connection with Claims made or brought against Goodlord by a third party arising from an allegation that the Goodlord Agent Data infringes the rights of, or has caused harm to a third party, or violates any Law, the breach of this Agreement or the warranties set forth herein, or the improper act, omission or negligence of the Goodlord Agent.

## **7. Liability**

- 7.1. To the maximum extent permitted by law and except with respect to the Goodlord Agent's payment obligations, in no event shall either Party's (or Goodlord's third party licensors') aggregate liability arising out of or related to the Agreement, whether in contract, tort or otherwise, exceed the fees actually paid by the Goodlord Agent to Goodlord in consideration for Goodlord's Service delivery during the twelve (12) month period immediately preceding the facts and circumstances from which the claim arose;
- 7.2. Goodlord shall not exclude or limit in any way Goodlord's liability to the Goodlord Agent where it would be unlawful to do so. This includes liability for death or personal injury caused by Goodlord's negligence or Goodlord's employees, agents or subcontractors for fraud, fraudulent misrepresentation or for breach of the Goodlord Agent's legal rights in relation to the Service.
- 7.3. Except with respect to the Goodlord Agent's payment obligations in no event shall either Party have any liability to the other party for any indirect, special, incidental, punitive or consequential damages, however caused, or for any lost profits whether in contract, tort or otherwise, arising out of, or in any way connected with the Service, including but not limited to the use or inability to use the Service, any interruption, inaccuracy, error or omission, even if the party from which damages are being sought or such party's licensors or subcontractors have been previously advised of the possibility of such loss or damages.

## **8. Term & Termination**

- 8.1. This MSA commences on the earlier of the date on which Service delivery begins or the date on which Goodlord Agent's use of the Service begins (the "Contract Start Date") and shall continue until the stated term for the relevant Service Agreement.
- 8.2. In addition, Goodlord may, at its option, propose to renew the Service by sending Goodlord Agent an invoice or continuing to make the Service available to Goodlord Agent. Goodlord Agent may (where permitted by law) agree to such renewal of the Service by paying such invoice by its due date or by continuing to use the Service. If Goodlord Agent renews a Service Agreement by continued use of the Service, Goodlord Agent will be invoiced in a manner substantially similar to their initial term of Service
- 8.3. Either Party may terminate this Agreement or an individual Service Agreement:
- a) upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or
  - b) immediately upon written notice in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
  - c) Termination of this MSA will not terminate any outstanding Service Agreement that governs the provision of Services over a specific term.

## 9. General Provisions

### Relationship of the Parties and Third Party Rights

- 9.1. Nothing in this Agreement is intended to or shall give rise to a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except with regard to Affiliates as set out in Clause 9.2 below, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
- 9.2. Affiliates may enforce the terms of this Agreement directly against Goodlord, subject to the following conditions and subject always to the limitation and exclusions in Clause 7 above:
- a) the Goodlord Agent will bring any legal action, suit, claim or proceeding that the Affiliate would otherwise have if it were a party to this Agreement (**each an "Affiliate Claim"**) directly against Goodlord on behalf of such Affiliate, unless the applicable Law to which the relevant Affiliate is subject requires that the Affiliate itself bring or be party to such Affiliate Claim;
  - b) for the purpose of any Affiliate Claim brought directly against Goodlord by Goodlord Agent on behalf of such Affiliate in accordance with this Clause 9.2.2 any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Goodlord Agent; and
  - c) for the avoidance of doubt, the limitation of liability set forth in Clause 7.1 is a single aggregate limitation of liability for Goodlord Agent and Affiliates.

### Prevention of Corruption

- 9.3. Each Party warrants that in entering into this Agreement it has not committed any Prohibited Act (defined below).
- 9.4. If a Party or any subcontractor of that Party (or anyone employed by or acting on behalf of any of them) or any of its or their agents commits any Prohibited Act, that act shall be considered a material breach subject to the provisions of Clause 8 above (Termination). Depending on the circumstances of the breach, such remedy may include, but shall not be limited to:
- a) the termination of employment (or instruction, if a subcontractor) of the person(s) committing the Prohibited Act;
  - b) if necessary, procuring the continued performance of the Agreement (in Goodlord's case, the Service) by another person(s); and/or
  - c) an undertaking by a sufficiently senior executive (director level or above) that the Prohibited Act has been fully investigated and remedied, to the reasonable satisfaction of the Innocent Party.
- 9.5. For the purposes of this Clause, the term "**Prohibited Act**" means
- a) the offering, promising or giving of a financial or other advantage to another person (whether directly or through a third party) with the intention to induce that person to perform improperly a relevant function or activity or to reward that person for the improper performance of such a function or activity or knowing or believing that the acceptance of the advantage would constitute the improper performance of such a function or activity; and / or
  - b) the requesting, agreeing to receive or acceptance of a financial or other advantage

intending that, in consequence, a relevant function or activity should be performed improperly (whether by that person or another person) or improperly performing a relevant function or activity in anticipation of receiving or accepting a financial or other advantage; and/or

- c) the offering, promising or giving of a financial or other advantage to another person (whether directly or through a third party) who is a foreign public official (as defined in the United Kingdom Bribery Act 2010) intending to influence the performance of that foreign public official's functions (whether in the exercise or in omitting to exercise those functions) or otherwise to use the foreign public official's position in order to obtain or retain business or an advantage in the conduct of business; and/or
  - d) without limiting the foregoing, any act that is in breach of applicable Law, including those relating to anti-bribery and anti-corruption (including the UK Bribery Act 2010 and US Foreign & Corrupt Practices Act as they may be amended).
- 9.6. In the definition of Prohibited Act above:
- a) a "person" includes an individual, partnership, body corporate or other recognized commercial organization; and
  - b) a "relevant function or activity" shall mean a function or activity if it is of a public nature, or is connected with a business, or is performed in the course of a person's employment or is performed on behalf of a body of persons (whether corporate or unincorporated) and the person performing the function or activity is expected to perform it in good faith, or impartially, or is in a position of trust by virtue of performing it (failure of any one of the above conditions being improper performance of that function or activity) regardless of where in the world such function or activity is performed or should be performed.

## Notices

- 9.7. All notices under this Agreement shall be in writing and shall be deemed to have been given upon:
- a) personal delivery;
  - b) the third business day after first class mailing; or
  - c) the second business day after sending by email with electronic confirmation of receipt. Notices to Goodlord shall be addressed to [success@goodlord.co](mailto:success@goodlord.co).
- 9.8. Notices to the Goodlord Agent shall be addressed to the party set forth under the applicable subscriptions and/or purchases through the Platform. Each Party may modify its recipient of notices by providing notice pursuant to this Agreement.

## Waiver and Cumulative Remedies

- 9.9. The failure to exercise or delay in exercising a right or remedy provided to a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.



- 9.10. The rights and remedies of the Parties under and in connection with this Agreement are cumulative and not exclusive of any rights and remedies provided by law, and all such rights and remedies may be enforced separately or concurrently with any other right or remedy. Each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and performance of this Agreement and the transactions and arrangements contemplated by this Agreement.

### **Force Majeure**

- 9.11. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and not caused by that Party's fault, or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving Goodlord or Goodlord Agent employees, respectively), unforeseeable computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility (a "**Force Majeure Event**"), but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

### **Assignment**

- 9.12. The Goodlord Agent may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Goodlord in its sole discretion. Any attempt by the Goodlord Agent to assign its rights or obligations under this Agreement in breach of this Clause 9.12 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

### **Governing Law and Jurisdiction**

- 9.13. This Agreement and any non-contractual obligation arising out of or in connection with it are governed by the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligation arising out of or in connection with it.

### **Miscellaneous**

- 9.14. This MSA, together with all exhibits and addenda hereto and the relevant Service Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements,

proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

- 9.15. If any provision of this Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Goodlord Agent purchase order or in any other Goodlord Agent order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 9.16. Goodlord may use the Goodlord Agent's name and logo in lists of Goodlord Agents, on marketing materials and on its website, but only in such form as may be expressly consented to by Goodlord Agent in writing from time to time (such consent not to be unreasonably withheld or delayed). Goodlord shall not publicise its relationship with the Goodlord Agent without the Goodlord Agent's express written consent (such consent not to be unreasonably withheld or delayed).
- 9.17. This Agreement may be executed in any number of duplicates, or by the Parties on separate counterparts. Each executed duplicate or counterpart shall be an original but all the duplicates or counterparts shall together constitute one document. The Parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

## 10. Definitions

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

**"Authorised Parties"** means any of the Goodlord Agent's:

- (a) Employees or Affiliates' Employees;
- (b) consultants;
- (c) service providers;
- (d) contractors;
- (e) agents;
- (f) Goodlord Agent Tenants and Current Goodlord Agent Tenants; and
- (g) third party providers, authorised to access the Service and Goodlord Agent Data by the Goodlord Agent (or its Affiliates) (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

**"Confidential Information"** means

- (a) any software utilised by Goodlord in the provision of the Service and its respective source code;
- (b) Goodlord Agent Data;
- (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and
- (d) the terms, conditions, and/or any discounts relating to this Agreement (but not its existence or parties).

**"Documentation"** means Goodlord's online help and support centre, for the Service and the additional pages of the Goodlord website that provide user assistance, which may be updated by Goodlord from time to time.

**"Employee"** or **"Worker"** means employees, consultants, contingent workers, independent contractors, and retirees of Goodlord Agent and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased through the Platform. The number of permitted Employees will be as set forth in the applicable Service Agreement. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

**"Goodlord Agent Data"** means the electronic data or information submitted by Goodlord Agent or Authorised Parties to the Service, which may include Personal Data.

**"Goodlord Agent Input"** means suggestions, enhancement requests, recommendations or other feedback provided by Goodlord Agent, its Employees and Authorised Parties relating to the operation or functionality

of the Service.

**"Goodlord Agent Tenant"** means any tenant who is given access to the Service by the Goodlord Agent to complete his or her respective tenancy process, make payments or access other services.

**"Intellectual Property Rights"** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**"Law(s)"** means any local, state, national and/or foreign law or laws, treaties, and/or regulations applicable to a respective party.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Personal Data"** means any information that relates to an identified or identifiable individual.

**"Service"** means each service provided by Goodlord under this Agreement which is described in the Service Agreement relating to that Service

**"Service Agreement"** means the agreement incorporating the terms and conditions that apply to each Goodlord Service listed in Schedule 1

SCHEDULE 1

<b>SERVICE</b>	<b>SERVICE AGREEMENT</b>
Goodlord Switch	<a href="#">Goodlord Switch Terms and Conditions</a>
Goodlord Referencing	<a href="#">Goodlord Referencing Terms and Conditions</a>
Goodlord Platform	<a href="#">Agent Platform Terms and Conditions</a>
Goodlord Media & Broadband	<a href="#">Media and Broadband Terms and Conditions</a>
Goodlord Insurance Services	<a href="#">Insurance Terms of Business</a>
Goodlord Introducer Only	<a href="#">Introducer Only Terms and Conditions</a>
Goodlord Payment Services	<a href="#">Payment Services Terms and Conditions</a>

## SCHEDULE 2

### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

#### **1. PARTICULARS OF PROCESSING**

- 1.1. Subject matter of processing - The subject matter of the Processing is as set out in the MSA and in the Services Agreements.
- 1.2. Duration of processing - Processing will take place for as long as the MSA and Services Agreement are in force
- 1.3. Nature and purpose of processing
  - 1.3.1. Goodlord may process Personal Data for the following purposes:
    - 1.3.1.1. Customer Account Management as a Data controller
    - 1.3.1.2. Analytics as a Data controller
    - 1.3.1.3. New business activities as a Data controller
    - 1.3.1.4. Digital Marketing as a Data controller
    - 1.3.1.5. Providing Services as a Data controller
    - 1.3.1.6. Internal Accounting as a Data controller
    - 1.3.1.7. Facilitating completion of tenancy agreements as a Data processor
    - 1.3.1.8. Communicating with law enforcement and regulatory bodies as a Data controller
- 1.4. Types of personal data processed - The types of Personal Data that will be processed pursuant to this MSA are as follows: Name, date of birth, telephone number, email address, residential address, IP address, job title, financial information, credit information, identification documents
- 1.5. Categories of data subject - Residential and commercial tenants, Residential and commercial landlords, Residential and commercial guarantors, Residential and commercial referees, Goodlord Agent employees

#### **2. OBLIGATIONS OF DATA CONTROLLER**

- 2.1. Within the scope of the MSA and Service Agreements, each party as a Data Controller shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure and transfer of Personal Data to the Data Processor and the Processing of Personal Data. For the avoidance of doubt, Data Controller's instructions for the Processing of Personal Data shall comply with the Data Protection Laws.

#### **3. OBLIGATIONS OF DATA PROCESSOR**

- 3.1. When acting as a Data Processor in relation to Personal Data provided by Goodlord Agent acting as a Data Controller, Goodlord shall:
  - 3.1.1. not Process the Personal Data or disclose Personal Data other than in accordance with the Data Controller's documented instructions, unless required by EU or member state law to which the Data Processor is subject;
  - 3.1.2. not authorise any sub-contractor to Process the Personal Data

("sub-processor") other than with the prior written consent of the Data Controller, such consent to be subject to the Data Processor meeting the conditions set out in all Data Protection Laws, including without limitation Article 28 (2) and (4) of the GDPR; for these purposes, Goodlord Agent consents to and authorises the engagement as sub-Processors of Goodlord affiliated companies and the third parties as set out in Schedule 3;

- 3.1.3. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and take all measures required pursuant to all Data Protection Laws, including without limitation Article 32 GDPR, in relation to the processing of Personal Data, taking account of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed;
- 3.1.4. take all reasonable steps to ensure the reliability of persons authorised to Process the Personal Data and ensure that they have committed themselves to obligations of confidentiality;
- 3.1.5. promptly notify the Data Controller if it receives any communication from a Data Subject or Supervisory Authority under the Data Protection Laws in respect of the Personal Data, including requests by a Data Subject to exercise rights in Chapter III of GDPR and assist the Data Controller in the Data Controller's obligation to respond to these communications;
- 3.1.6. immediately notify the Data Controller, upon becoming aware of or reasonably suspecting a Personal Data Breach and shall, unless Section 3.1.7 below applies, provide the Data Controller at the time of original notification with sufficient information which allows the Data Controller to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:
  - 3.1.6.1. describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
  - 3.1.6.2. communicate the name and contact details of the Data Processor's Data Protection Officer or, where the Data Processor has not appointed a Data Protection Officer, the relevant contact from whom information may be obtained;
  - 3.1.6.3. describe the likely consequences of the Personal Data Breach; and
  - 3.1.6.4. describe the measures taken or proposed to be taken to address the Personal Data Breach.
- 3.1.7. if at the time of making the original notification described in Section 3.1.6, the Data Processor does not have available to it all the information described in Section 3.1.6.1 to 3.1.6.4, the Data Processor shall include in the original notification such information as it has available to it at that time, and then shall provide the further information as soon as possible thereafter;
- 3.1.8. assist the Data Controller in ensuring compliance with the obligations pursuant to all Data Protection Laws, including without limitation Articles 35 and 36 of the GDPR, taking into account the nature of Processing and the information available to the Data Processor;

- 3.1.9. at the choice of the Data Controller, delete or return all the personal data to the Data Controller after the end of the provision of Services relating to Processing;
- 3.1.10. make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in all Data Protection Laws, including without limitation Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller



## SCHEDULE 3

### LIST OF DATA SUB-PROCESSORS

A full list of data sub-processors can be found at <https://www.goodlord.co/third-party-processors>