



Services Agreement

Cricket Wales Ltd &

AGREEMENT

1 Definitions and interpretation

1.1 In this Agreement:

Agreement	this supply of services agreement made between the parties;
Commencement Date	
Confidential Information	has the meaning given in clause 1.2;
Data Protection Law	means such laws, codes of practice and regulatory guidance relating to the privacy, use and/or processing of personal data as may be applicable to a party from time to time, including in the United Kingdom: <ul style="list-style-type: none">(a) until such time as it is replaced by the General Data Protection Regulation (EC) 2016/679 (“GDPR”), the Data Protection Act 1998;(b) subject to (c) below, from 25th May 2018, the GDPR; and(c) such national legislation or subordinate legislation as may, in due course replace, re-enact, amend and/or supplement the GDPR;
Processing Instructions	the processing instructions set out in writing by Cricket Wales Ltd from time to time, and any additional processing instructions set out in Part II of Schedule 1;
Processing Period	the period specified in Part II of Schedule 1, during which the Supplier shall carry out the Specified Processing;
Protected Data	means the types of personal data described in Part II of Schedule 1 in respect of the categories of Data Subjects also described in that Schedule, which Cricket Wales Ltd (or any person on behalf of the Cricket Wales Ltd) makes available to or shares with the Supplier in connection with or for the purposes of this Agreement;
Representatives	has the meaning given in clause 1.3.1;
Specified Processing	the processing described in Part II of Schedule 1 (as may be varied by the written agreement of the parties from time to time), to be undertaken by the Supplier in respect of the Protected Data;

1. Confidential information and Data Protection

- 1.2 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, Cricket Wales Ltd, clients, suppliers, plans or strategy confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 1.3, during the Term and for a period of three years after expiry or termination of this Agreement.
- 1.3 A party may:
- 1.3.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 1 as if it were a party;
 - 1.3.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 1.3.3 use Confidential Information only to perform any obligations under this Agreement.
- 1.4 Each party recognises that any breach or threatened breach of this clause 0 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 1.5 The provisions of Schedule 1 (Data Protection) shall apply in respect of this Agreement.

2. Give us back our data

- 2.1 At the end of this arrangement, you will give us all of our personal data and will not keep or allow anyone else to keep any copies.

3. Ending this arrangement

- 3.1 We may end this arrangement at any time provided that we give you written notice that we wish to do so.
- 3.2 You may end this arrangement at any time by giving us 1 month's written notice. This notice period will be reduced so that the notice period will take immediate effect if you wish to end it because:
- we become insolvent or Cricket Wales is wound up or
 - we cease to carry on business in the United Kingdom

4. Transferring this arrangement

- 4.1 Neither of us is allowed to assign or transfer any of our respective rights or obligations under this arrangement without the other's prior written consent.

5. Rights of other persons

4.1 Only you and we are entitled to benefit from this arrangement and nobody else will be entitled to any rights or to enforce anything set out in this document.

6. Law

6.1 This arrangement is written to be read and understood under English law. If we disagree on anything, and cannot resolve it ourselves, the disagreement will be dealt with by the English courts.

AGREED by the parties on the date set out at the head of this agreement

Signed by :	
for and on behalf of	

and

Signed by: Peter Hybart Director	
for and on behalf of Cricket Wales Ltd	

SCHEDULE 1 DATA PROTECTION

Part I – contractual requirements

1. Data Protection

- 1.1 In this Schedule, the terms “personal data”, “data controller”, “data processor”, “data subject”, “personal data breach”, “third country”, “international organisation”, “supervisory authority”, “adequacy decision” and “appropriate safeguards” shall have the meanings given to such terms (or any equivalent terms) under Data Protection Law.
- 1.2 The provision of the Services by the Supplier includes the Specified Processing. The parties acknowledge that, in respect of the Specified Processing, shall be the data controller and the Supplier shall be the data processor.
- 1.3 In performing their respective obligations in this Schedule, both parties will comply with all applicable requirements of Data Protection Law. This is in addition to, and does not relieve, remove or replace, a party’s direct obligations under Data Protection Law.
- 1.4 Subject always to paragraph 1.5, the Supplier shall carry out the Specified Processing during the Processing Period and in accordance with the Processing Instructions. The Supplier shall not use the Protected Data for any purpose other than carrying out the Specified Processing.
- 1.5 The Supplier may undertake such processing of the Protected Data as may be required from time to time by any law of the United Kingdom and/or the European Union (or any of its member states) PROVIDED ALWAYS that, where such a requirement applies, the Supplier shall (unless prohibited from doing so by the relevant law on important grounds of public interest) notify Cricket Wales Ltd of the processing obligation prior to undertaking the processing in question.
- 1.6 The Supplier shall in relation to the Specified Processing:
- (a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Protected Data and against accidental loss or destruction of or damage to the Protected Data, such measures to be appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Protected Data;
 - (b) ensure that access to the Protected Data is strictly limited to those of its personnel who require access to it for the purposes of carrying out the Specified Processing and that such personnel are subject to contractual obligations to keep the Protected Data confidential;
 - (c) not transfer any of the Protected Data to a third country or international organisation unless:
 - (i) the prior written consent of Cricket Wales Ltd to the transfer has been obtained;
 - (ii) the transfer in question either falls under the scope of an existing adequacy decision of the European Commission or will be adequately protected by appropriate safeguards put in place by either Cricket Wales Ltd or the Supplier;

- (iii) the Supplier ensures an adequate level of protection to the Protected Data that is the subject of the transfer (as required by Data Protection Law); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by Cricket Wales Ltd in relation to the transfer;
- (d) provide to Cricket Wales Ltd without undue delay [and at the Supplier's own cost], such reasonable assistance as Cricket Wales Ltd may require from time to time in connection with:
 - (i) the fulfilment by Cricket Wales Ltd of its obligations under Data Protection Law to respond to requests by data subjects to exercise their rights under such law;
 - (ii) Cricket Wales Ltd obligations under Data Protection Law relating to the security of processing, the notification of personal data breaches to relevant supervisory authorities, the communication of personal data breaches to data subjects and data protection impact assessments (including, in respect of the latter, any requirement to consult with supervisory authorities or regulators in connection therewith);
- (e) on becoming aware of a personal data breach, notify Cricket Wales Ltd (providing as much detail as reasonably possible) without undue delay, such notification to take place, in any event, within twelve (12) hours of the Supplier becoming aware of the personal data breach and thereafter provide to Cricket Wales Ltd such additional information relating to the personal data breach as may reasonably be required by Cricket Wales Ltd (within such timeframes as Cricket Wales Ltd may specify);
- (f) unless any applicable law of the European Union (or a member state thereof) or the United Kingdom requires the continued storage of the Protected Data (in which case the Supplier shall notify Cricket Wales Ltd of such requirement), on termination (howsoever arising) or expiry of this Agreement, promptly delete the Protected Data or return it to Cricket Wales Ltd (as shall be directed by Cricket Wales Ltd and delete all additional copies of the Protected Data; and
- (g) for the purpose of demonstrating its compliance with this Schedule and Data Protection Law:
 - (i) maintain full and accurate records relating to its data processing activities and make such parts of such records as may relate to the Specified Processing available to Cricket Wales Ltd on request; and
 - (ii) permit Cricket Wales Ltd (and/or Cricket Wales Ltd designated auditors) to carry out such audits and inspections in connection with the Supplier's obligations under this Schedule as Cricket Wales Ltd may reasonably deem necessary from time to time (including providing or procuring such access as Cricket Wales Ltd may reasonably require to any records, premises, equipment or personnel of the Supplier or any person acting on behalf of the Supplier).

1.8 The Supplier shall not appoint a third party to carry out any of its data processing obligations under this Agreement without the prior written consent of Cricket Wales Ltd. In the event that

Cricket Wales Ltd gives its consent to the appointment of such a third party (an “Approved Processor”):

- (a) the Supplier shall impose on such Approved Processor equivalent obligations to those set out in this Schedule; and
- (b) the Supplier shall remain fully liable to Cricket Wales Ltd for the performance of its obligations in this Schedule.