

1 Scope of these terms and conditions

- 1.1 These terms and conditions apply to and form part of the Contract between Remark and the Customer.
- 1.2 No variation of these terms and conditions or to a Proposal or to the Contract, shall be binding unless expressly agreed by both Remark and the Customer.
- 1.3 Remark shall issue a Proposal which shall be an offer to supply the Services subject to these terms and conditions.
- 1.4 A Proposal shall be valid and capable of being accepted by the Customer for a period of 14 days from its issuance date after which it shall lapse. Upon acceptance of the Proposal by the Customer, a binding contract is formed between Remark and its Customer for a supply of the Services subject to these terms and conditions.
- 1.5 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.
- 1.6 Remark may carry out a survey of the Location to confirm suitability of the premises, finalise the designs and plans (the **Survey**).
- 1.7 Remark reserves the right to alter the Proposal following the Survey. Any such alteration shall be notified to the Customer and once accepted by the Customer shall become final and binding Order.

2 Price

- 2.1 The price for the Services shall be as set out in the Proposal or as advised by Remark and received and accepted by the Customer from time to time during the period of the Contract (**Price**).
- 2.2 The Customer shall pay any applicable VAT to Remark on receipt of a valid VAT invoice.
- 2.3 Remark may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing provided that the increase does not exceed 5% of the Prices in effect immediately prior to the increase.
- 2.4 Notwithstanding clause 2.3, Remark may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to Remark of supplying the relevant Services which exceeds 5% and which is due to any factor beyond the control of Remark.

3 Payment

- 3.1 The Customer shall pay all invoices:
 - 3.1.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
 - 3.1.2 to the bank account nominated by Remark.
- 3.2 Time of payment is of the essence. Where sums due under these terms and conditions are not paid in full by the due date:

- 3.2.1 Remark may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Bank of England from time to time in force, and
- 3.2.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

4 Delivery and performance

- 1.1 The Services shall be performed by Remark at the Location on the date(s) specified in the Proposal. The Services shall be deemed delivered by Remark only on completion of the performance of the Services at the Location. On completion of the Services, a joint inspection between Remark and Customer shall be carried out to confirm same. The Customer consents to Remark taking photographic evidence (where possible) to confirm completion of the Services.
- 4.1 Remark may deliver or perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.2 Time is not of the essence in relation to the performance of the Services. Remark shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 4.3 Remark shall not be liable for any delay in or failure of performance caused by:
 - 4.3.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with Remark's instructions or (iii) provide Remark with adequate instructions for performance or delivery or otherwise relating to the Services;
 - 4.3.2 Force Majeure.
- 4.4 Remark shall not be liable for making good of the Location after the performance of the Services is completed unless material defects to the Location arise as a result of Remark's wilful misconduct or gross negligence in performing the Services.

5 Obligations of the Customers

- 5.1 The Customer shall grant a non-exclusive licence to Remark or any other person(s) authorised by Remark to enter the Location(s) for the purpose of carrying out the Contract.
- 5.2 If so requested by Remark, the Customer shall supply to Remark without charge all necessary data and information relevant to the Location(s) in the possession of the Customer or its employees, agents or sub-contractors or which may only be obtained by the Customer.
- 5.3 The Customer shall give its approval (or otherwise) to all sketches, drawings, reports, recommendations, tender documents and other matters properly referred to it for approval by Remark in such reasonable time as not to delay or disrupt the performance by Remark of the Services.

6 Zero Tolerance Against Violence and Harassment

- 6.1 If, in the reasonable opinion of Remark, violence occurred to a Remark Personnel while performing the Contract, the Customer shall be deemed committing a material breach as described in clause 14.1 and Remark reserves the right to suspend or terminate the Contract in accordance with clause 14.

- 6.2 For the purpose of clause 6.1, violence refers to physical acts of violence or threats to harm a person or property, abusive behaviours, whether verbal, psychological or physical. Violence may include:
- 6.2.1 verbal abuse such as using unwelcome, embarrassing, offensive, threatening or degrading language;
 - 6.2.2 psychological abuse such as act which provokes fear or diminishes a person's dignity or self-esteem; or
 - 6.2.3 sexual abuse.

7 Warranty

- 7.1 Remark warrants that for a period of twelve months from performance (the **Warranty Period**), the Services shall:
- 7.1.1 conform in all material respects to any sample, their description and to the Proposal;
 - 7.1.2 be free from material defects; and
 - 7.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.
- 7.2 The Customer warrants that it has provided Remark with all relevant, full and accurate information as to the Customer's business and needs.
- 7.3 Remark shall, at its option, correct, repair, remedy, re-perform or refund the Services that do not comply with clause 7, provided that the Customer:
- 7.3.1 serves a written notice on Remark not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
 - 7.3.2 such notice specifies that some or all of the Services do not comply with clause 7.1 and identifying in sufficient detail the nature and extent of the defects; and
 - 7.3.3 gives Remark a reasonable opportunity to examine the claim of the defective Services.
- 7.4 The provisions of these terms and conditions shall apply to any Services that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Services.
- 7.5 Except as set out in this clause 7:
- 7.5.1 Remark gives no warranty and makes no representations in relation to the Services; and
 - 7.5.2 shall have no liability for their failure to comply with the warranty in clause 7.1,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

8 Indemnity and insurance

8.1 The Customer shall indemnify, and keep indemnified, Remark from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Remark as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

9 Limitation of liability

9.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.

9.2 Subject to clauses 9.5 and 9.6, Remark's total liability shall not exceed the sum payable by the Customer to Remark under the Contract between them.

9.3 Subject to clauses 9.5 and 9.6, Remark shall not be liable for consequential, indirect or special losses.

9.4 Subject to clauses 9.5 and 9.6, Remark shall not be liable (whether direct or indirect) for loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill.

9.5 The limitations of liability set out in clauses 9.2 to 9.4 shall not apply in respect of any indemnities given by either party under the Contract.

9.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

9.6.1 death or personal injury caused by negligence;

9.6.2 fraud or fraudulent misrepresentation; or

9.6.3 any other losses which cannot be excluded or limited by applicable law.

10 Intellectual property

10.1 All Intellectual Property for the works created under the Contract shall belong to Remark. No right or licence is granted under the Contract to the Customer in respect of any such Intellectual Property, except the right to use the Services supplied.

10.2 The Customer shall indemnify and keep indemnified Remark against any losses, damages, liability, costs and expenses (including reasonable professional fees) arising out of or in connection with any breach by the Customer of its obligations under this clause 10.

11 Confidentiality and announcements

11.1 The Customer shall keep confidential all Confidential Information of Remark and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

11.1.1 any information which was in the public domain at the date of the Contract;

11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

11.1.3 any information which is independently developed by the Customer without using information supplied by Remark; or

11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of clauses 11.1.1 to 11.1.3 shall not apply to information to which clause **Error! Reference source not found.** relates.

11.2 This clause shall remain in force for a period of three years after termination of the Contract.

12 Processing of personal data

12.1 The parties agree that the Customer is a Controller and that Remark is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Remark in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

12.2 Remark shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

12.3 The Customer shall indemnify and keep indemnified Remark against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 12.

12.4 Remark shall:

12.4.1 only process (and shall ensure Remark Personnel only process) the Protected Data in accordance with 12 and the Contract (including when making any transfer to which clause 12.7 relates), except to the extent:

- (a) that alternative processing instructions are agreed between the parties in writing; or
- (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

12.4.2 without prejudice to clause 12.1, if Remark believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

12.5 Remark shall:

12.5.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Customer;

- 12.5.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 12 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Remark and ensure each such Sub-Processor complies with all such obligations;
 - 12.5.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
 - 12.5.4 ensure that all natural persons authorised by Remark or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 12.6 Remark shall (at the Customer's cost):
- 12.6.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Remark; and
 - 12.6.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 12.7 Remark shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer.
- 12.8 Remark shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Remark's compliance with the obligations placed on it under this clause 12 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 12.8).
- 12.9 Remark shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 12.10 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Remark shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Remark to store such Protected Data. This clause 12 shall survive termination or expiry of the Contract.

13 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject

to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 14 days, either party may terminate the Contract by written notice to the other party.

14 Termination

14.1 Remark may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

14.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

14.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

14.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after Remark has given notification that the payment is overdue; or

14.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

14.2 Remark may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

14.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

14.2.2 is unable to pay its debts either within the meaning of section Article 103(1) of the Insolvency (NI) Order 1989 or if Remark reasonably believes that to be the case;

14.2.3 becomes the subject of a company voluntary arrangement under the Insolvency (NI) Order 1989;

14.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

14.2.5 has a resolution passed for its winding up;

14.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

14.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;

14.2.8 has a freezing order made against it;

14.2.9 is subject to any recovery or attempted recovery of items supplied to it by a Remark retaining title in those items;

14.2.10 is subject to any events or circumstances analogous to those in clauses 14.2.1 to 14.2.9 in any jurisdiction;

14.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 14.2.1 to 14.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

14.3 The right of Remark to terminate the Contract pursuant to clause 14.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.

14.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Remark to terminate the Contract under this clause 14, it shall immediately notify Remark in writing.

14.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Remark at any time up to the date of termination.

15 Cumulative remedies

The rights and remedies provided in the Contract for Remark only are cumulative and not exclusive of any rights and remedies provided by law.

16 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

17 Further assurance

The Customer shall at the request of Remark, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

18 Entire agreement

18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

18.3 Nothing in these terms and conditions purports to limit or exclude any liability for fraud.

19 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these terms and conditions and is duly signed or executed by, or on behalf of, Remark.

20 Assignment

20.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Remark's prior written consent, such consent not to be unreasonably withheld or delayed.

20.2 Notwithstanding clause 20.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives Remark prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

21 Set off

21.1 Remark shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which Remark has with the Customer.

21.2 The Customer shall pay all sums that it owes to Remark under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

23 Equitable relief

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

24 Severance

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

24.2 If any provision of the Contract (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.

25 Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

26 Conflicts within contract

If there is a conflict between the terms contained in the terms and conditions and the terms of the Proposal, schedules, appendices or annexes to the Contract, these terms and conditions shall prevail.

27 Third party rights

27.1 Except as expressly provided for in clause 27.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27.2 Any Affiliate of Remark shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

28 Governing law

The Contract 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 Northern Ireland.

29 Jurisdiction

The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

30 Definitions and interpretation

30.1 In these terms and conditions, the following definitions apply:

Affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Business Day means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in Northern Ireland;

Confidential Information means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is

obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;

Contract	means the agreement between Remark and the Customer for the supply for services and/good, incorporating these Conditions and the Order;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010;
Controller	shall have the meaning given in applicable Data Protection Laws from time to time;
Customer	means the person who purchases the Services from Remark and whose details are set out in the Proposal;
Data Protection Laws	means, as binding on either party or the Services: <ul style="list-style-type: none">(a) the GDPR;(b) the Data Protection Act 2018;(c) any laws which implement any such laws; and(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	shall have the meaning in applicable Data Protection Laws from time to time;
Force Majeure	means any event or sequence of events beyond a party's reasonable control and that could not have been reasonably anticipated or avoided and which prevents it from, or delays it in, performing its obligations under the Contract, including, but not limited to, (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster; (b) an act of any sovereign including war (or threat of, or preparation for war), armed conflict (or threat of, or preparation for, armed conflict), invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation; (c) acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot); (d) civil emergency (whether an emergency be declared or not); (e) fire or explosion (other than, in each case, one caused by breach of contract by, or with the assistance of, the party seeking to rely on it as a force majeure event or by a member of the same group as such party), (f) adverse weather conditions; (g) nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority; (h) embargo, blockade, imposition of sanctions or breaking off of diplomatic relations or similar actions; (i) radioactive, nuclear, chemical or biological contamination or sonic boom, pressure waves caused by

aircraft travelling at sonic or supersonic speeds; (j) law, or governmental order, rule, regulation or direction, judgment, order or decree; (k) epidemic or pandemic; (l) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott[of a third party workforce only OR other than by a member of the same group as the party seeking to rely on it as a force majeure event]; (m) interruption or failure of utility service including to electric power, gas, water, internet or telephone service; (n) loss at sea; (o) collapse of building structures; (p) failure of the transportation of any personnel, equipment, machinery supply or material required by a party for performance of the agreement; (q) failure of plant machinery, machinery, computers or vehicles; (r) non-performance by suppliers or sub-contractors; (s) malicious or negligent damage or other act (other than, in each case, by the party seeking to rely on it as a force majeure event or by a member of the same group as such party); (t) any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary licence or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition; (u) accidental damage or other act, but not including, without limitation, an inability to pay, a shortage of raw materials, an increase in the price of raw materials, over-commitment, market circumstances or other circumstances that may make the terms of this agreement unattractive to a party.

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

International Organisation has the meaning given in the applicable Data Protection Laws from time to time;

Location means the address(es) for performance of the Services as set out in the Proposal;

Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in the applicable Data Protection Laws from time to time;
processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processed , and processes shall be construed accordingly);
Processor	has the meaning given to it in applicable Data Protection Laws from time to time;
Proposal	means a proposal issued by Remark detailing the Services, price and any other terms that may apply to the supply of the Services;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of Remark's obligations under the Contract;
Remark	means Remarkdecor LTD, a company incorporated in Northern Ireland with a company number NI656023 having registered office at 36 Lisburn Road, Belfast, Northern Ireland, BT9 6AA and with a VAT registration no.: 309696074;
Remark Personnel	all employees, officers, staff, other workers, agents and consultants of Remark, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;
Services	means the services set out in the Proposal or understood by the parties to be included in the Services and to be supplied by Remark to the Customer;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by Remark for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services; and