



EQUIPMENT HIRE TERMS AND CONDITIONS

Of

TOPCON POSITIONING GREAT BRITAIN LTD.

(hereinafter referred to as "Topcon")

1. ARTICLE 1 – APPLICABILITY

1.1 These equipment hire terms and conditions (the "Terms and Conditions") are applicable to all offers and agreements of Topcon whereby Topcon makes available for hire the equipment (including Topcon software) as specified in the Order (as defined below) (hereinafter "Equipment") of whatever nature and under whatever name to the Hirer (the "Hirer"/"you"). For the purposes of these Terms and Conditions, "Order" means the Hirer's order for the hire of the Equipment or the Hirer's written acceptance of Topcon's quotation

1.2 If you do not agree to the Terms and Conditions, you should not hire any Equipment with Topcon. Topcon will notify you of any changes to these Terms and Conditions that are required by any applicable laws or regulations or due to any cost price factors outside of its control as stated in Article 4.1 below. Topcon encourages you to review the Terms and Conditions on its website periodically for notice of any such updates or changes.

1.3 These Terms and Conditions shall:

- (i) apply to and be incorporated into any agreement between Topcon and a Hirer and
- (ii) prevail over (i) any inconsistent terms and conditions contained in or referred to in an Order, acceptance, correspondence, or elsewhere or (ii) any other terms and conditions contained in or referred to in any documentation provided by the Hirer or (iii)

implied by law, trade custom, practice or course of dealing.

1.4 Except as set out in Article 1.2 above, no variation of an Order or these Terms and Conditions shall be binding on the parties unless in writing and signed by a director of the Hirer and Topcon.

1.5 In the event the parties agree in writing a specific agreement(s) these Terms and Conditions will still apply. However, in the event of a conflict the provisions in the relevant specific agreement will prevail.

1.6 Topcon shall not, other than in the exercise of its rights under this Agreement (as defined below) or applicable law, interfere with the Hirer's quiet possession of the Equipment.

2. ARTICLE 2 – OFFERS AND CONCLUSION OF AGREEMENT

2.1 All Topcon's offers or quotations are made without any engagement. A quotation for the hire of the Equipment given by Topcon shall not constitute an offer. A quotation shall only be valid for a period of 20 business days from its date of issue.

2.2 The Order constitutes an offer by the Hirer to hire the Equipment in accordance with these Terms and Conditions. The Order shall only be deemed to be accepted upon Topcon's confirmation, in writing or through e-mail, accepting the Order, or otherwise upon execution of the Order by Topcon at which point an agreement between Topcon and Hirer shall come into existence. An agreement consists of an Order,

- these Terms and Conditions and (if applicable) any separate agreement agreed in writing between the parties (the “**Agreement**”).
- 2.3 Any samples, drawing or advertising produced by Topcon and any descriptions or illustrations contained in Topcon’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the Agreement nor have any contractual force.
- 2.4 The Hirer guarantees the accuracy and completeness of the information provided to Topcon by or on its behalf, on which Topcon bases its offer.
- 2.5 The signatory signing an Agreement must have sufficient authorization to legally bind the company the signatory works for to an Agreement. If this is not the case, the signatory is personally bound to the Agreement.
- 3. ARTICLE 3 – RENTAL PERIOD**
- The rental period starts on the date stated in the Order (“**Commencement Date**”) and shall continue for the period specified in the Order unless this Agreement is terminated earlier in accordance with its terms (“**Rental Period**”).
- 4. ARTICLE 4 – DELIVERY**
- 4.1 The dates quoted for delivery in the Order indicate the anticipated delivery time which Topcon will try to meet. Such quoted dates are not of the essence. The anticipated delivery time is based on timely delivery of (raw materials or parts of) Equipment by third parties to Topcon. In the event deliveries are delayed as a result of a change because timely ordered Equipment are not delivered in time or as a result of other circumstances which are not within Topcon’s control, Topcon may extend the delivery time by a reasonable period. Should delivery then still not be made, the Hirer shall promptly notify Topcon and the provisions of Article 11.4 will apply.
- 4.2 Delivery will occur when the Equipment is made available to the Hirer at the delivery address as specified on the Order (the “**Delivery**”).
- 5. ARTICLE 5 – RENTAL PAYMENTS AND DEPOSIT**
- 5.1 The rental payments will be the amounts indicated on the applicable Order or as otherwise indicated to the Hirer by Topcon (“**Rental Payments**”).
- 5.2 Rental Payments are to be made on the dates, in the currency and by the method set out in the applicable Order or as otherwise indicated to the Hirer by Topcon.
- 5.3 In the event Topcon requires a rental deposit from the Hirer (if you have not set up a credit account with Topcon) this will be indicated in the Order.
- 5.4 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 5.5 In the event changes occur in cost price factors (such as costs of (raw) materials, government measures, freights, exchange rates, taxes, etc) which are outside of Topcon’s control, after the formation of the Agreement between Topcon and the Hirer, Topcon is entitled to increase the Rental Payments accordingly. Topcon will notify the Hirer in writing of any Rental Payment increase. If the Hirer has not informed Topcon that it wishes to terminate the Agreement within fourteen days after the notice has been sent, the Hirer will be deemed to have accepted the price increase.
- 5.6 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.7 If the Hirer fails to make a payment due to Topcon under this Agreement by the due date, then, without limiting Topcon’s remedies under Article 11 (Termination), the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum (whether before or after judgment) at the rate of 4% per annum.
- 5.8 At the time the Equipment is ordered, Topcon may require the Hirer to pay a deposit and/or require the Hirer to provide details of a valid credit or debit card and allow Topcon to take a deposit (“**Deposit**”).
- 5.9 The Deposit shall be a deposit against default by the Hire of payment of any Rental Payment or loss of or damage caused to the Equipment.
- 5.10 Without prejudice to any other right or remedy, Topcon reserves the right to set off the Deposit or any amount at any time owing to it by the Hirer against any amount payable by it to the Hirer under the Agreement.
- 5.11 If the Hirer causes any loss or damage to the Equipment (in whole or in part), Topcon shall be entitled to apply the Deposit against such loss or damage.
- 5.12 The Hirer shall pay to Topcon any sums deducted from the Deposit within ten (10) business days of a demand for the same. The Deposit (or balance thereof) shall be refundable within ten (10) business days of the end of the Rental Period.
- 6. ARTICLE 6 –TITLE, RISK AND INSURANCE**
- 6.1 The Equipment shall at all times remain the property of Topcon, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to

possession and use of the Equipment subject to the terms and conditions of this Agreement)

- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (“**Risk Period**”) until such time as the Equipment is redelivered to Topcon. During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- (i) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Topcon may from time to time nominate in writing;
 - (ii) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Topcon may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (iii) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Topcon may from time to time consider reasonably necessary and advise to the Hirer.
- 6.3 The Hirer shall give immediate written notice to Topcon in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.
- 6.4 If the Hirer fails to effect or maintain any of the insurances required under this Agreement, Topcon shall be entitled to effect and maintain the same and pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.
- 6.5 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Topcon and proof of premium payment to Topcon to confirm the insurance arrangements.
- 7. ARTICLE 7 – WARRANTY**
- 7.1 Topcon warrants that the Equipment will be provided for the period specified, and in accordance with the product warranty available on request (the “**Universal Product Warranty**”).
- 7.2 Subject to Article 7.1, Topcon makes no further representations or warranties, express or implied,

concerning the condition or operation of the Equipment, its accuracy or the accuracy of any data/results generated by the Equipment. all warranties of merchantability, fitness for a particular purpose and non-infringement are hereby excluded. Topcon will not be liable for any results, performance or for any other matter concerning the equipment, its performance and/or its output.

8. ARTICLE 8 – HIRER OBLIGATIONS

- 8.1 The Hirer will ensure that:
- (i) the Hirer has all necessary rights and consents to meet its obligations arising from the Agreement entered into with Topcon, if any; and
 - (ii) any Hirer owned or licensed software which is connected to a Topcon System, are free of defects and/or viruses, which can or may cause damage to a Topcon System.
- 8.2 The Hirer shall comply with all applicable laws and cooperate and comply with any and all mandates and/or instructions issued by applicable national authorities and/or Topcon relating to the recall of any Topcon Equipment.
- 8.3 The Hirer shall during the term of this Agreement:
- (i) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - (ii) take such steps (including compliance with all safety and usage instructions provided by Topcon) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - (iii) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Topcon immediately upon installation;
 - (iv) and maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

- (v) keep Topcon fully informed of all material matters relating to the Equipment;
- (vi) permit Topcon or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter any premises at which the Equipment may be located;
- (vii) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Topcon;
- (viii) not, without the prior written consent of Topcon, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (ix) not without the prior written consent of Topcon, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;
- (x) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Topcon in the Equipment;
- (xi) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;
- (xii) not use the Equipment for any unlawful purpose;
- (xiii) ensure that at all times the Equipment remains identifiable as being Topcon's property;
- (xiv) deliver up the Equipment at the end of the Rental Period or on earlier termination of this Agreement at such address as Topcon requires, or if necessary allow Topcon or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (xv) not do or permit to be done anything which could invalidate the insurances referred to in Article 6 (Title, Risk and Insurance).

9. ARTICLE 9 – LIMITATION OF LIABILITY

- 9.1 Subject to Article 9.3, Topcon shall not in any circumstances have any liability for any losses or damages which may be suffered by the Hirer, whether the same are suffered directly or indirectly or are immediate or consequential, which fall within any of the following categories:
- (i) loss of sales or business;
 - (ii) loss of profits;
 - (iii) loss of agreements or contracts;

- (iv) loss of or damage to goodwill;
- (v) loss of business opportunity and management time; and
- (vi) any indirect or consequential loss.

9.2 Subject to Article 9.3, Topcon's total liability to the Hirer for any and all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence) breach of statutory duty or otherwise shall not exceed the total of all of the Rental Payments payable under this Agreement.

9.3 Nothing in this Agreement limits or excludes any liability of either party which cannot legally be limited or excluded, including but not limited to liability for:

- (i) death or personal injury caused by negligence;
- (ii) fraud; and
- (iii) fraudulent misrepresentation

9.4 The Hirer acknowledges that Topcon shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors.

10. ARTICLE 10 – NO WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11. ARTICLE 11 – SUSPENSION AND TERMINATION

- 11.1 Without prejudice to any other rights or remedies to which the Hirer may be entitled, Topcon may terminate the Agreement with immediate effect without liability to the Hirer by giving written notice if:
- (i) the Hirer commits a material breach of any term of this Agreement (which, if capable of remedy, is not remedied within 14 business days);
 - (ii) the Hirer fails to pay any amount due under the Agreement on the due date for payment;
 - (iii) the Hirer applies or any of his creditors apply for an adjudication in bankruptcy or a suspension of payments with regard to the Hirer;
 - (iv) the Hirer is declared bankrupt or granted a (preliminary) suspension of payments;

- (v) an attachment is made or execution levied on a substantial part of the Hirer's assets and, in the event of a conservatory attachment, which is not released or discharged within thirty (30) days;
 - (vi) any change occurs in the effective control of the Hirer, or if the Hirer is involved in or subject to a merger, split-off or split-up;
 - (vii) the Hirer becomes involved in negotiations with one or more of its creditors or takes any step with a view to the general readjustment or rescheduling of its indebtedness;
 - (viii) the Hirer applies for debt relief; and
 - (ix) the Hirer dies or is dissolved or its business is transferred in whole or in part, liquidated, wound up, discontinued or relocated abroad or a decision is taken in this respect.
- 11.2 This Agreement shall automatically terminate if the Equipment is, in Topcon's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.
- 11.3 On termination of the Agreement for any reason:
- (i) Topcon's consent to the Hirer's possession of the Equipment shall terminate and Topcon may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and
 - (ii) without prejudice to any other rights or remedies of Topcon, the Hirer shall pay to Topcon on demand all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Article 5.7 and any costs and expenses incurred by Topcon in recovering the Equipment and/or in collecting any sums due under this Agreement.
- 11.4 In the event that Topcon cannot properly perform its obligations in whole or in part, whether temporarily or permanently, as a result of circumstances which are outside of Topcon's control as set out in Article 11.5 of these Terms and Conditions (a "**Force Majeure Event**"), Topcon has a right to terminate the Agreement if the Force Majeure Event persists for more than 14 days.
- 11.5 A Force Majeure Event includes any circumstance not within Topcon's reasonable control including, without limitation:
- (i) acts of God, flood, drought, earthquake or other natural disaster;
 - (ii) epidemic or pandemic;
 - (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (iv) nuclear, chemical or biological contamination or sonic boom;
 - (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - (vi) collapse of buildings, fire, explosion or accident;
 - (vii) any labour or trade dispute, strikes, industrial action or lockouts;
 - (viii) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Article); and
 - (ix) interruption or failure of a utility service.
- 11.6 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.
- 11.7 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12. ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS**
- 12.1 For the purpose of this Agreement, "**IP Rights**" means any patents, trademarks, service marks, trade names, trademark registrations, designs, business names, copyrights, software (meaning software used in connection with or embedded in the Equipment, which are owned by, licensed to or otherwise used by Topcon, or any of its group companies, including any and all documentation and/or materials thereto), database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, owned by or licensed by any third party to Topcon or any of its group companies and relating to or embedded in the Equipment or any other materials provided by Topcon.
- 12.2 The Hirer hereby acknowledges that the IP Rights are and shall remain the property of Topcon, any of its group companies or the relevant third parties from which Topcon or its group companies has received a licence to use the IP Rights.
- 12.3 Topcon grants to the Hirer a revocable, royalty-free, non-transferable, non-exclusive right for the term of

the Agreement to use the IP Rights, under the conditions that (i) such is permitted under the licence conditions Topcon has agreed upon with third parties, (ii) such third party licence validly exists, and/or (iii) Topcon is entitled to these third party IP Rights (the “**IP Rights Licence**”). The IP Rights Licence is granted to the Hirer solely in connection with the normal use by the Hirer of the Equipment hired by the Hirer from Topcon, to the extent permitted by these Terms and Conditions and/or any additional agreement between Topcon and the Hirer. Hirer may not sub-license any rights under the IP Rights Licence to any other party without obtaining the prior written consent of Topcon. Topcon reserves the right to amend the terms and content of the IP Rights Licence at any time and shall notify the Hirer of any such amendments.

- 12.4 The Hirer shall use the IP Rights in accordance with the usage guidelines or other written instructions provided by Topcon with the Equipment. Any use of the IP Rights by the Hirer will indicate that Topcon is the owner or licensee of the IP Rights. All uses of the IP Rights and all goodwill associated therewith will inure solely to the benefit of Topcon.
- 12.5 The Hirer shall not (i) challenge Topcon's, or the relevant third party's interest in the IP Rights, or the validity thereof, (ii) obtain any right, title or interest in or to the IP Rights and (iii) modify, adapt, translate, make derivative works or, decompile, disassemble or otherwise reverse-engineer the IP Rights or any portion thereof except where such restriction is prohibited under applicable law without possibility of contractual waiver. The Hirer shall at all times recognize, respect, and protect Topcon's right to full ownership in, or the licence to use, any and all of the IP Rights. The Hirer shall not apply for and/or register any of the IP Rights or any symbols that include or are similar to any of the IP Rights.
- 12.6 **No Reverse Engineering.** Hirer shall not decompile, disassemble, reverse engineer or otherwise attempt to discern any intellectual property, component or software contained in the Equipment or technology provided by Topcon.
- 12.7 The Hirer may not infringe any of the IP Rights associated with the manufacturing, design, branding and packaging of any of Topcon's Equipment hired by the Hirer or advertised by Topcon, nor introduce any modifications to the Equipment hired from Topcon, unless the nature of the Equipment dictates otherwise.
- 12.8 Topcon reserves the right to modify the IP Rights or substitute alternative marks for any or all of the IP Rights at any time and shall notify the Hirer of any such amendments.
- 12.9 The Hirer may not use any trademarks, service marks, trade names, and trademark registrations in connection with the Equipment (other than the IP Rights) without the prior written consent of Topcon,

which consent may be given or withheld by Topcon at its sole discretion.

- 12.10 The Hirer acknowledges and agrees that, in case any licence to use any IP Rights granted to Topcon by a third party shall terminate or cease to exist for whatever reason, such termination may result in the (immediate) termination of the IP Rights Licence granted by Topcon to the Hirer. Topcon shall not be liable for any damages, losses, liabilities, costs and expenses (including advisor's fees) incurred or to be incurred by Hirer as a result of any termination of the IP Rights Licence.

13. **ARTICLE 13 – CONFIDENTIALITY**

- 13.1 Each party acknowledges that during the course of the Agreement it may have access to confidential information relating to the other party (the “**Confidential Information**”). The party receiving such Confidential Information (the “**Recipient Party**”) shall not except in the proper course of its duties, either during the Agreement or any time thereafter, use or disclose to any third party (and shall use reasonable endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to any use or disclosure authorised by the party disclosing the Confidential Information (the “**Disclosing Party**”) or as required by law, or any information which is already in, or comes into, the public domain otherwise than through the unauthorised disclosure of the Recipient Party.
- 13.2 Neither party shall issue any media releases, public announcements or public disclosures relating to the Agreement or its subject matter, including promotional or marketing material, without the prior written approval of the other party.

14. **ARTICLE 14 - DATA PROTECTION AND SECURITY**

- 14.1 Topcon as a data controller. To the extent that each party acts as an independent data controller of any personal data it processes in connection with the Equipment, whether or not obtained from the other party, each party shall at all times comply with its applicable obligations under the General Data Protection Regulation (EU 2016/679) and any other relevant data protection laws and regulations, each as amended, superseded, replaced or supplemented from time to time (the “**Privacy Laws**”) and the terms ‘personal data’, ‘personal data breach’, ‘process/processing’, ‘sub-processor’, ‘data controller’ and ‘data processor’ take their meaning from the Privacy Laws.
- 14.2 The Hirer shall (when acting as data processor) (i) take appropriate technical and organizational security measures to protect the confidentiality of the personal data provided by Topcon; (ii) inform Topcon, on Topcon's request, about the technical and

organizational security measures taken in respect to the foregoing; (iii) notify Topcon of any personal data breach affecting personal data provided to the Hirer by Topcon without undue delay, and any event within 48 hours of discovering such breach; and (iv) provide Topcon with such assistance or information it requests in order to respond to either (a) rightful requests or complaints made by data subjects; or (b) any enquiry or investigation by a supervisory authority. In the event that Topcon acts as a data controller and the Hirer as a data processor, Topcon and the Hirer will agree upon the necessary data processing agreement.

14.3

Topcon as a processor. Under specific circumstances Topcon may and shall process the Personal Data set out in this Agreement for the purposes set out therein, as a data processor acting on behalf of the Hirer in order to perform its obligations under an Order or other specific agreement.

- (i) In connection with the hire of Equipment, Topcon may, from time to time, collect, maintain, process and use the Hirer's company name, user name, address, email address, credit card information, login credentials (user name, password), IP address and related information.
- (ii) Topcon will process Hirer personal data in accordance with the terms of the Agreement and its Privacy Policies (https://www.topconpositioning.com/sites/default/files/20180719 - eu_privacy_statement .pdf). The parties agree that the Hirer's complete and final instructions are set out in this Agreement. Processing outside the scope of these instructions (if any) will require prior written agreement between the Hirer and Topcon with additional instructions for processing. In the event of a conflict between the terms of this Agreement and the Privacy Policies, the terms of this Agreement will prevail
- (iii) Topcon has implemented and will maintain and follow appropriate technical and organizational measures intended to protect personal data against accidental, unauthorized or unlawful access, disclosure, damage, alteration, loss, or destruction. Notwithstanding the above, the Hirer is responsible for its secure use of the Equipment, including protecting and securing of Personal Data
- (iv) Topcon may transfer Hirer personal data to its affiliated entities in connection with the performance of its obligations under the Agreement. For a list of Topcon locations, please see company locations found at <https://www.topconpositioning.com>.
- (v) The Hirer expressly acknowledges that personal data may be transferred to the United States, and the Hirer authorizes Topcon to transfer personal data to and process it in the United States, which

may not have the same level of data protection as the country from which the personal data originated. Based on one of the safeguards as provided under Privacy Laws, Topcon warrants that these sub-processors have adopted the same level of protection as Topcon.

- (vi) Hirer represents and warrants that it has the authority to provide the personal data to Topcon for processing as contemplated by this Agreement. If any applicable law requires a data subject to receive notice of or to provide consent to the processing and/or transfer of his/her personal data, the Hirer will provide such notice and obtain such consent from the applicable data subjects.
- (vii) Topcon will abide by applicable Privacy Laws pertaining to any relevant individual's exercise of his or her rights to access, correct, or object to the processing of Personal Data.
- (viii) Notwithstanding the foregoing, unless otherwise required by applicable Privacy Laws, Topcon will promptly notify the Hirer if Topcon receives a request from a data subject to have access to personal data or any other complaint or request relating to Hirer's obligations under applicable Privacy Laws. Topcon will provide reasonable assistance to the Hirer to facilitate the Hirer's ability to respond to such request or complaint (including, without limitation, by allowing data subjects to have access to their personal data if such access is required by the applicable Privacy Laws, and where the personal data is not already available to the Hirer).
- (ix) The Hirer consents to Topcon engaging third party sub-processors to process the personal data for the permitted purposes provided that: (i) Topcon maintains an up-to-date list of its sub-processors which is available upon request; (ii) Topcon imposes data protection terms on any sub-processor it appoints that require it to protect the personal data to the standard required by applicable Privacy Laws; and (iii) Topcon remains liable for any breach of this Article 14.3 that is caused by an act, error or omission of its sub-processor).
- (x) The Hirer will only provide Topcon with the personal data necessary for Topcon to perform its obligations under the agreement.
- (xi) Following termination or expiry of the term of the Agreement, Topcon will, where required by applicable Privacy Laws and at the option of the Hirer, return to the Hirer or securely delete all personal data processed in connection with this Agreement. This requirement shall not apply to the extent that Topcon is required by applicable law to retain some or all of the personal data, or to personal data, in which event Topcon shall

securely isolate and protect from any further processing except to the extent required by such law.

15. ARTICLE 15 -SEVERANCE

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

16. ARTICLE 16 – ASSIGNMENT

16.1 Topcon may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

16.2 The Hirer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of Topcon.

17. ARTICLE 17 - THIRD PARTY RIGHTS

No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

18. ARTICLE 18 - NOTICES

All notices required to be served under these this Agreement shall be in writing and may be served by personal delivery, or email or by first class post on the parties at their registered office. Notices shall be deemed to have been served at the time of delivery if served by personal delivery, on the next working day after transmission of an email if sent by email and

within two (2) business days after posting if sent by first class post.

19. ARTICLE 19 - GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of, or in connection with the Agreement, its subject matter or formation.

Topcon Positioning Great Britain Ltd. - registered company no. 11211072,, VAT no: GB 297439252

FOR ACKNOWLEDGEMENT AND UNDERSTANDING:

HIRER

Name:

Title:

Date: