

[CLIENT NAME]

[CLIENT ADDRESS]

Credera Ref: [INSERT KIMBLE DG OR DE NUMBER]

[DATE]

Dear [CLIENT NAME]

[NAME OF PROJECT]

I am pleased to present the proposal from Credera Limited (Credera) to [..... company no: with its registered address.....];

[INSERT FULL CLIENT NAME (CHECK COMPANIES HOUSE TO CONFIRM AND ADD COMPANY REGISTRATION NUMBER AND REGISTERED ADDRESS...) [..... company no: with its registered address.....]

Background

[SUMMARISE WHAT HAS BROUGHT THE CLIENT TO THIS POINT]

Objective and Deliverables

Our approach for this assessment is to:

- [SUMMARY APPROACH. FOR EXAMPLE, "Perform a review of the infrastructure, network and associated technology utilised by the Exchange platform; Undertake a visual assessment of the exchange configuration and setup;" ETC.]
-

The output deliverable will be a [SPECIFY THE FORMAT OF THE OUTPUT, SUCH AS "Word-based report"] which will

In addition, we will deliver [SPECIFY ANY OTHER OUTPUTS].

We will need the following as input to our work

1. [SPECIFY DEPENDENCIES IN A LIST. FOR EXAMPLE, DOCUMENTS, ACCESS TO PEOPLE, EMAIL ACCESS, ETC.]

Staffing and Fees

We will report to [NAMED CLIENT OR NAMED CLIENT ROLE] for this assignment and propose the following resource:

- [THE PEOPLE WE ARE PUTTING FORWARD FOR THIS WORK]
[CREDENTIALISE EACH PERSON BY PROVIDING A SUMMARY OF THEIR EXPERIENCE]



Our fee is [OUR PRICE - BE THAT VARIABLE OR FIXED] excluding VAT and out-of-pocket expenses, which will be charged at cost. Travel to [AREA OF THE WORK, FOR EXAMPLE "central London locations"] is included in our daily rate []. We expect to conclude this assessment in [INSERT DURATION]. Our standard terms and conditions are applicable for this proposal and are included below.

Why Credera?

We believe that Credera is ideally placed to assist with this project:

- [TAILOR / EXTEND THIS LIST TO INCLUDE THOSE MOST RELEVANT TO THIS ENGAGEMENT].
- Credera offers independence and integrity. This ensures we give clear and unbiased advice to help clients deliver more efficiently and effectively.
- We have a pragmatic but structured approach, and our consultants have broad IT and interpersonal skills with a deep specialist expertise.
- Our team on the ground is backed by access to Credera experts across a variety of fields including [LIST TOPICS MOST RELEVANT TO THIS ENGAGEMENT].
- We are skilled communicators and are used to operating at the interface of business and IT.

Conclusion

I hope this proposal meets with your approval. If there are any outstanding questions, please call me on [DIRECT DIAL TELEPHONE NUMBER]. Finally, I would like to thank you for the opportunity to work with you on this project.

Yours sincerely

[NAME OF CREDERA SIGNATORY TO PROPOSAL. SIGNATORY IS RESPONSIBLE FOR ENSURING INTERNAL APPROVAL PROCESS HAS BEEN FOLLOWED AND ENSURING CLIENT AND CREDERA SIGN TERMS OF BUSINESS AND CONCLUDE CONTRACT.]

Credera Limited

Enc. Standard Terms of Business

Registered in England no.: 02387340

Registered Address: Bankside 3, 90-100 Southwark Street, London, SE1 0SW



Terms of business

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 25 TO 29 REGARDING THE LIMITATION OF LIABILITY UNDER THIS AGREEMENT.

Definitions and Interpretation

1. The following definitions shall apply in these Terms:
 - "**Agreement**" has the meaning set out in clause 3;
 - "**Background IPR**" has the meaning given in clause 34;
 - "**Client**" means the person, firm or company that Credera supply Services to as detailed in the Proposal;
 - "**Commencement Date**" has the meaning given in clause 5;
 - "**Confidential Information**" has the meaning given in clause 18;
 - "**Credera**" means Credera Limited, a company registered in England and Wales, Company No. 02387340 and registered office at Bankside 90-100 Southwark Street, London, England, SE1 0SW
 - "**Data Protection Laws**" means, as binding on either party or the Services:
 - (a) the GDPR;
 - (b) the Data Protection Act 2018;
 - "**Day Rate**" means the Standard Working Day rate as defined in the Proposal;
 - "**Deliverables**" means any reports, products or materials produced or provided by Credera for the Client as part of the Services and in relation to the Engagement;
 - "**Engagement**" means the engagement for the supply of Services (including the provision of Deliverables, as relevant) by Credera to the Client;
 - "**Fee**" means the relevant fee for the Services as set out under the Proposal, excluding the additional charges set out under clause 11 and as amended from time to time in accordance with clauses 12, 13, 14, and 54;
 - "**Foreground IPR**" has the meaning given in clause 31;
 - "**GDPR**" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
 - "**IPR**" means any intellectual property rights, including patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
 - "**Personal Data**" has the meaning given in applicable Data Protection Laws from time to time;
 - "**Proposal**" means the Credera letter setting out the proposal to the Client and to which these Terms are attached;
 - "**Protected Data**" means Personal Data received from or on behalf of the Client in connection with the performance of Credera's obligations under this Agreement;
 - "**Relevant Policies**" has the meaning given in clause 42.c;
 - "**Relevant Requirements**" has the meaning given in clause 42.b;
 - "**Relevant Terms**" has the meaning given in clause 43;
 - "**Schedule**" means the data protection agreement template appended to these Terms;
 - "**Services**" means the relevant services, including any Deliverables, to be provided by Credera to the Client and as set out in the Proposal as amended from time to time in accordance with clause 54;
 - "**Statement(s) of Work**" or "**SoW**" means any document other than a Proposal that has been duly executed by both parties and which refers to the Proposal or these Terms, and which details the Services, Deliverables (if any) and Fees forming part of an Engagement;
 - "**Standard Working Day**" means an 8-hour day, 9.00am to 5.00pm Monday to Friday excluding bank holidays, public holidays and weekends;
 - "**Terms**" means these Terms of Business; and
 - "**Time and Materials Basis**" means the Proposal includes a Fee based on a Day Rate.
2. The following rules of interpretation shall apply in these Terms:

- a. a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- b. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c. A reference to writing or written includes email.

Scope of the Agreement

3. These Terms together with the relevant Proposal, and Schedules or subsequent Statements of Work (together, the "**Agreement**") shall govern any engagement for the supply of Services (including the provision of Deliverables, as relevant) by Credera to the Client, except to the extent that they conflict with any accompanying Proposal, Schedule or Statement of Work, whereby the following order of priority shall apply:
 - a. Statement of Work;
 - b. Proposal;
 - c. Schedule; and then
 - d. Terms.

The Engagement

4. The Client shall commission Credera to perform the Services as described in the Proposal. The Proposal shall cover the objectives and scope of the Engagement, the expected outcome of the Engagement, the Services to be provided (including specific details of any Deliverables), the duration, the Credera staff that may undertake the Services, the estimated Fee to be incurred by the Client and any other specific information relevant to the Engagement. The Services may be provided using any personnel specified in the Proposal, and other personnel including personnel of our global affiliates and partner businesses.
5. The date of the Agreement shall be the date the Client accepts the Proposal in writing, or such other date as set out in the Proposal (the "**Commencement Date**") and the parties shall be deemed to have entered into a binding contract on and from such Commencement Date. The Agreement shall continue in full force and, unless it is earlier terminated in accordance with clause 36, shall expire upon completion by both parties of their obligations under the Agreement. During the course of the Engagement, Credera shall provide the Client with regular, and no more than monthly, written reports on the progress made in fulfilling the objectives of the Engagement.
6. Credera shall appoint one of its staff to take responsibility for the co-ordination and day-to-day management of the Engagement. Credera shall also appoint one of its directors to take responsibility for the overall conduct of the Engagement and the quality of its Deliverables.

Client Obligations

7. To enable Credera to fulfil the objectives of the Engagement, the Client shall:
 - a. Co-operate fully and in good faith with Credera in the performance of the Engagement;
 - b. Promptly supply information regarding its business and operations relevant to Credera fulfilling the objectives of the Engagement. Information so provided should be accurate and complete; and
 - c. Make available to Credera such resources and other facilities as Credera considers necessary for the proper performance of the Engagement.
8. If the Client does not fulfil its obligations under or in connection with this Agreement, or any dependencies identified in a Proposal or Statement of Work, (including its payment obligations), then to the extent that such failure prevents Credera from performing any Services and/or providing any Deliverables in accordance with this Agreement, Credera will be relieved of its obligations to the Client, and Credera shall not be liable for any Losses incurred by the Client as a result of any such failure.

Fee Estimates, the Proposal and Other Commitments

9. Unless otherwise agreed, the Fee quoted in a Proposal will be based upon an estimate of the effort and the experience of Credera staff considered necessary to achieve the objectives of the Engagement. In practice, should the Engagement:
 - a. require more effort or more experienced staff than specified in the Proposal, Credera will notify the Client as soon as reasonably possible before incurring any sum in excess of the Fee agreed with the Client and shall agree such increase to the Fee in good faith; or
 - b. require less effort or less experienced staff than originally estimated in the Proposal, the Fee to be incurred by the Client may be



proportionally lower and any reduction in such Fee may be notified to the Client upon completion of the Services.

10. Estimates or quotations for fees are valid for thirty (30) days from the date of the Proposal. All other obligations expressly stated or implied in the Proposal, including the allocation of named Credera staff to delivery of the relevant Services, are also only valid for thirty (30) days from the date of the Proposal. Any tiered discount or rebate structure that may be offered shall lapse and be invalid if Credera have not provided any Services to the Client for a continuous period of 3 months.

Charges

11. In addition to the Fee, Credera will charge:

- a. For goods, third party services and facilities acquired specifically for the Engagement. The charge for such goods, third party services and facilities will be agreed before the charges are incurred;
 - b. For reasonable travelling and subsistence expenses incurred by Credera staff in the performance of the Engagement. Such expenses will be charged to the Client at cost; and
 - c. Value Added Tax, or other taxes, where applicable, (together the "Charges").
12. Credera's rates are reviewed on an annual basis, usually in January, to allow for increases to the cost of living and promotions of staff, and the Client shall be notified of any such increase in rates as soon as reasonably possible.
 13. For all Proposals agreed on a Time and Materials Basis, the Fee is based on a Standard Working Day. If Credera personnel are required to work additional hours outside of the Standard Working Day, Credera shall agree this in advance with the Client and shall charge for the additional time on a pro-rata basis.
 14. If Credera personnel are required to work on public holidays or weekends Credera reserve the right to charge the Client 150% of the Day Rate proportionate to the additional time worked.

Payment Terms

15. Unless otherwise agreed in the Proposal, all Fees and Charges associated with the Engagement will be invoiced monthly in arrears. Invoices shall be paid by the Client within fourteen (14) days of the date of the invoice in the currency in which the Fee or Charge was cited in the Proposal. Interest is payable where any payments are overdue, at a rate of two and half per cent (2.5%) plus the Bank of England base rate per month from the date of the invoice.
16. All amounts due under the 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).
17. Credera reserve the right to withhold further delivery of Services and/or Deliverables under the Statement of Work until payment in full has been received from Client in the event of invoices presented to the Client not being paid within thirty (30) days of the Client being notified of the overdue payments.

Confidentiality

18. During the course of the Engagement, Credera and the Client each undertake not to disclose to any person any secret or confidential information concerning the business, affairs, customers, clients or suppliers of the other party ("Confidential Information"), unless such Confidential Information is already known to the recipient, or is in the public domain either at the time of disclosure or subsequently through no fault of the recipient, or the receiving party has given its specific prior written consent to it being disclosed. Credera may disclose the fact that it has been engaged by the Client, and the general nature of the work done for the Client, but will seek Client consent before disclosing anything that could prejudice the Client's interests.
19. A party may disclose the other party's Confidential Information:
 - a. to its employees, officers, representatives, subcontractors, advisers or relevant third parties who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with clauses 18 to 21 of these Terms; and
 - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
20. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
21. Except with Credera's express prior written consent, the Client shall not publish, or make public, any Deliverables which Credera provides to the Client during the course of the Engagement nor make known to third parties the contents thereof.

Risk

22. Where either party provides the other with any equipment, facilities or goods in the course of the Engagement, the recipient shall operate

such equipment. Facilities or goods in strict accordance with the supplying party's instructions (particularly in regard to health and safety) as the supplying party may make available from time to time.

23. Credera shall provide the Services with reasonable care and skill, and in accordance with the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the information technology sector and which reflect those technological and business practices that are most appropriate to the Services and all forecasts and recommendations shall be made in good faith.
24. Credera gives no warranties and makes no representations in relation to the Services, or any Deliverables, and all warranties and conditions (including those implied by sections 14-18 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 by law.
25. Credera shall not be liable for any breach of this Agreement to the extent that such breach arises from:
 - a. the configuration or administration of IT systems used to deliver the Services where those systems are owned, operated by or procured by the Client, a member of the Client's group of companies or a supplier of the Client other than Credera; or
 - b. Credera complying with the instructions of the Client, the Client's group of companies or a supplier to the Client other than Credera.

Limitation of Liability

26. The extent of Credera's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) is set out in clauses 25 and 26 to 29.
27. Subject to clauses 28 and 29, Credera's total liability shall not exceed the lower of: (i) one hundred and fifty per cent (150%) of the fees payable by the Client under the Agreement; or (ii) one million pounds (£1,000,000).
28. The parties shall not be liable for consequential, indirect or special losses, including the following losses (whether direct or indirect):
 - a. Loss of profit;
 - b. Loss of revenue;
 - c. Loss or corruption of data;
 - d. Loss of use;
 - e. Loss of production;
 - f. Loss of contract;
 - g. Loss of opportunity;
 - h. Wasted expenditure; or
 - i. Harm to reputation or loss of goodwill.
29. Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
 - a. death or personal injury caused by negligence; or
 - b. fraud or fraudulent misrepresentation.
- Non-Solicitation
30. Without in any way restricting the right of an employee freely to accept employment and change employment, neither party shall: (a) directly or indirectly solicit an employee of the other party to leave their employment with that party; or (b) employ or attempt to employ an employee of the other party, in either case during the term of this agreement or for a period of six (6) months following its expiry or termination. The foregoing shall apply only to such personnel of either Party who that Party has had contact with for the purposes of agreeing or delivering the Engagement.

Intellectual Property Rights

31. Ownership in any IPR which is developed or created by Credera in the course of the Engagement (the "Foreground IPR") shall be owned by Credera.
32. Credera grants to the Client or shall procure the direct grant to the Client of, a fully paid up, worldwide, non-exclusive, non-assignable, royalty-free licence during the term of the Agreement to copy the Deliverables and Foreground IPR (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business, subject always to full payment by the Client of the Fee.
33. The Client shall not sub-license, assign or otherwise transfer the rights granted to it under clause 32.
34. Credera, or its licensors, shall own and continue to own any IPR developed or used in the provision of the Services and not falling within the scope of the Foreground IPR ("Background IPR") and may deal with such Background IPR in such manner as it sees fit provided that the security of the Client's Confidential Information is not thereby prejudiced. Any Background IPR included in the Services or any Deliverables shall be included in the scope of the licence set out in clause 32.

35. The Client grants to Credera, or shall procure the grant to Credera of, a worldwide, non-exclusive, royalty-free licence to use any IPR provided by, or requested of, the Client;

- a. during the term of the Agreement for the purpose of Credera delivering the Services and the Deliverables; and
- b. both during and after the term of the Agreement for use, reproduction, transmission and dissemination of such IPR in Credera's hardcopy and digital (including online) marketing materials.

Termination

36. Without affecting any other right or remedy available to it, either party may terminate the Agreement on 30 days' written notice. Without prejudice to the foregoing either party may terminate with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of the Agreement (including if the Client fails to pay any amount due under the Agreement on the due date for payment) and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so;
- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

Consequences of Termination

37. On termination of the Agreement:

- a. the Client shall immediately pay to Credera all of Credera's outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted, Credera shall submit an invoice, which shall be payable by the Client immediately on receipt;
- b. the Client shall return any materials and Deliverables which have not been fully paid for. If the Client fails to do so, then Credera may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

38. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

39. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

Data Protection

40. Both parties will comply with all applicable requirements of the Data Protection Laws.

41. The parties:

- a. agree that it is the intention that the Client is a Controller and that Credera is a Processor for the purposes of processing Protected Data pursuant to this Agreement;
- b. agree to be bound by the data processing agreement attached to this Agreement, which forms part of this Agreement;
- c. intend that Credera shall only process such Protected Data as is described in the data processing agreement. The Client will ensure only Protected Data, the subject of a data processing agreement is transferred for processing; and
- d. the Client shall indemnify and hold harmless Credera against all losses, liabilities, claims and expenses arising directly or indirectly from its breach of subclause (c) above.

Compliance

42. In relation to the Engagement and this Agreement, both parties shall:

- a. not engage in any activity, practice or conduct which would constitute:
 - (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; or
 - (iii) an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or
 - (iv) an offence under the Modern Slavery Act 2015;
- b. comply with all applicable laws, statutes and regulations, including any relating to anti-bribery and anti-corruption, including (but not limited

to) the Freedom of Information Act 2000, the Bribery Act 2010 and the Equality Act 2010 (the "**Relevant Requirements**");

- c. comply with any of the Client's Ethics, Anti-bribery and/or Anti-corruption Policies notified to it by the Client in writing from time to time ("**Relevant Policies**");
 - d. have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;
 - e. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of the Agreement; and
 - f. at the reasonable request of the other Party, certify in writing signed by an officer of the relevant Party, compliance with this clause 42 by it and all persons associated with it under clause 43. The certifying Party shall provide such supporting evidence of compliance as the other Party may reasonably request.
43. Credera shall ensure that any person associated with Credera who is performing Services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Credera in clauses 42 to 46 (the "**Relevant Terms**"). Credera shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
44. Breach of clauses 42 to 46 shall be deemed a material breach under clause 36.a.
45. For the purpose of clauses 42 to 46, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clauses 41 to 45 a person associated with Credera includes any subcontractor of Credera.
46. The parties shall each take all reasonable steps to ensure that the personnel engaged in this Agreement are provided with decent work, safe and secure working clauses, and fair and respectful treatment as contemplated by ISO30415.

Force Majeure

47. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from an event or sequence of events, circumstances or causes beyond its reasonable control ("Force Majeure").

48. A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

- a. promptly notifies the other of the Force Majeure event and its expected duration; and
- b. uses reasonable endeavours to minimise the effects of that event.

49. If, due to Force Majeure, a party:

- a. is, or is likely to be, unable to perform a material obligation; or
- b. is, or is likely to be, delayed in or prevented from performing its obligations for a continuous period of more than thirty (30) days; the other party may terminate this Agreement on not less than fourteen (14) days' written notice.

Assignment

50. Credera may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

51. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Credera.

Entire Agreement

52. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

53. Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

Variation

54. Except as set out in these Terms, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver

55. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

56. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

No partnership or agency

57. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

58. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Notices

59. Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or sent by email to the address specified by each party from time to time. Any notice given to Credera shall only be effective where a copy has been sent by email to legal.support@credera.co.uk and simon.greenhalgh@credera.co.uk

60. Any notice shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt; and
- if sent by next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; and
- if sent by email, at the time of transmission, or, if this time falls outside a Standard Working Day in the place of receipt, when the Standard Working Day next resumes in the place of receipt.

Third Party Rights

61. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

Governing Law and Jurisdiction

62. This Agreement and any dispute or claim (including non-contractual disputes or claims) is governed by and shall be construed in accordance with the laws of England and Wales.

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

The Agreement will only become binding on the Parties when last signed by Credera below:

For and behalf of Credera Limited

.....
[CREDERA SIGNATORY]

.....
[DATE]

For and behalf of [CLIENT]

.....
[NAME], [ROLE]

.....
[DATE]



DATA PROCESSING AGREEMENT

Part A -Operative provisions

1 Definitions

1.1 In this Schedule:

applicable law	means applicable law of the United Kingdom (or of a part of the United Kingdom);
Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: Part A the GDPR; the Data Protection Act 2018; Part B any laws which implement or supplement any such laws; and Part C any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given 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 in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Client in connection with the performance of Credera's obligations under this Agreement; and
Sub-Processor	means any Processor engaged by Credera (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data on behalf of the Client.

2 Client's compliance with Data Protection Laws

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

3 Credera's compliance with Data Protection Laws

Credera shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4 Instructions

4.1 Credera shall only process (and shall ensure Credera Personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and this Agreement (including with regard to any transfer to which paragraph 10 of this Part A relates), except to the extent:

4.1.1 that alternative processing instructions are agreed between the parties in writing; or

4.1.2 otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

4.2 Without prejudice to paragraph 2 of this Part A, if Credera believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing. The Charges payable to Credera shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this paragraph 4.2.

5 Security

5.1 The Client shall implement and maintain the technical and organisational measures set out in Section 2 of Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

5.2 During the period in which Credera processes any Protected Data, the Client shall undertake a documented assessment at least every 12 months of whether the security measures implemented in accordance with paragraph 5.1 of this Part A are sufficient (taking into account the state of technical development and the nature of processing) to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

6 Sub-processing and personnel

6.1 Credera shall:

6.1.1 not permit any processing of Protected Data by any Sub-Processor without the prior specific written authorisation of the Client;

6.1.2 prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, ensure such Sub-Processor is appointed under a binding written contract containing materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) and ensure such Sub-Processor complies with all such obligations;

6.1.3 remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

6.1.4 ensure that all persons authorised by Credera or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

7 List of authorised Sub-Processors

The Client authorises the appointment of the Sub-Processors listed in Section 3 of Part B of this Schedule.

8 Further Sub-Processors

The Client shall reply to any communication from Credera requesting any further prior specific authorisation of a Sub-Processor pursuant to paragraph 6.1.1 of this Part A promptly and in any event within 10 days of request from time to time. The Client shall not unreasonably withhold, delay or condition any such authorisation.

9 Assistance

9.1 Credera shall (at the Client's cost and expense) assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Credera.

9.2 Credera shall (at the Client's cost and expense) and taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.



9.3 Credera shall at the Client's cost and expense promptly refer to the Client all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Client's responsibility to reply to all such requests as required by applicable law.

10 International transfers

Credera shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client and completion of a sufficient international data transfer agreement, except where required by applicable law (in which case the provisions of paragraph 0 of this Part A shall apply).

11 Audits and processing

Credera shall, in accordance with Data Protection Laws, make available to the Client on request such information that is in its possession or control as is necessary to demonstrate Credera's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11). To the extent consistent with the foregoing, Credera shall, however, be entitled to withhold information where it is commercially sensitive or confidential to it or its other Clients.

12 Breach

Credera shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

13 Deletion/return

13.1 On the end of the provision of the Services relating to the processing of Protected Data (the **Processing End Date**), at the Client's cost and expense and the Client's option, Credera shall either return all of the Protected Data to the Client 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 Credera to store such Protected Data. To the extent the Client has not notified Credera within 30 days of the Processing End Date that it requires the return of any Protected Data Credera is irrevocably authorised to securely dispose of the Protected Data at the Client's cost and expense.

13.2 On request from the Client Credera shall confirm in writing whether or not it has complied with its obligations to dispose of the Protected Data under paragraph 13.1 of this Part A.

14 Survival

14.1 This Schedule shall survive termination or expiry of this Agreement:

14.1.1 indefinitely in the case of paragraph 13 of this Part A; and

14.1.2 in the case of all other paragraphs and provisions of this Schedule, until the later of:

(a) the termination or expiry of this Agreement; or

(b) return or secure deletion or disposal of the last of the Protected Data in Credera's (or any of its Sub-Processor's) possession or control in accordance with this Agreement.

Part B -Data processing and security details**Section 1—Data processing details**

Processing of the Protected Data by Credera under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of this Part B.

1 Subject-matter of processing:

[Insert]

Commented [JC(1): E.g. "Migrating customer records to new CRM."

2 Duration of the processing:

[Insert]

Commented [JC(2): Usually "The period of this Agreement"

3 Nature and purpose of the processing:

[Insert]

Commented [JC(3): E.g. "Populating the data in the Client's new CRM."

4 Type of Personal Data:

[Insert]

Commented [JC(4): E.g. "Name, address, email address, phone number, transaction history"

5 Categories of Data Subjects:

[Insert]

Commented [JC(5): E.g. "Customers and potential customers"

Section 2—Minimum technical and organisational security measures

Credera shall process the Protected Data on IT systems provided by the Client and the Client shall be responsible for ensuring that those systems have appropriate technical and organisational security measures applied to them.

Section 3- List of Authorised Sub-Processors

Commented [JC(6): Complete this with any partners, associates or Omnicom affiliates that we are using.

The Client authorises the appointment by Credera of the Sub-Processors listed below:

Sub-Processor	Processing this Sub-Processor is authorised to undertake
[Insert legal name of Sub-Processor 1], a company incorporated in [England and Wales] under number [insert registered number] whose registered office is at [insert address]	[insert]
[Insert legal name of Sub-Processor 2], a company incorporated in [England and Wales] under number [insert registered number] whose registered office is at [insert address]	[insert]