

Consultancy Project Agreement

THIS AGREEMENT IS MADE THE [] DAY OF [MONTH] 20[] ('Effective Date')

Parties

Sisua Limited, a company incorporated in England and Wales with registered number 11344597 whose registered office is at The Long Lodge, 265-269 Kingston Road, Wimbledon, SW19 3NW (the 'Consultancy'); and

[name of company], a company incorporated in England and Wales with registered number [insert company number] whose registered office is at [insert address] (the 'Client')

BACKGROUND

- A. The Client wishes to engage the Consultancy to undertake the agreed Services as set forth in an Assignment Schedule.
- B. The Consultancy specialises in the supply of outsourced services to its clients and has agreed to provide the Services using such resources as it considers appropriate including the Service Providers in accordance with the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1 Interpretation

1.1 In these Terms:

Assignment means the provision by the Consultancy of Services to the Client during a particular period which Services, period and other details are agreed between the Consultancy and the Client and set out (or referred to) in an Assignment Schedule;

Assignment Schedule means the schedule setting out (or identifying) the Services to be provided to the Client by the Consultancy relating to an Assignment which schedule shall be agreed (and signed) by the Client and the Consultancy;

Bribery Legislation means the Bribery Act 2010;

Business Day means any day (other than a Saturday or Sunday) on which banks are generally open in England for non-automated normal business;

Client Property means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client and business contacts, and any equipment, keys, hardware or software provided for the Consultancy or a Service Provider's use by the Client during an Assignment, and any data or documents (including copies) produced, maintained or stored by the Consultancy or a Service Provider on the computer systems or other electronic equipment of the Client, the Consultancy or a Service Provider during an Assignment;

Confidential Information means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or

Consultancy (as appropriate) for the time being confidential to the Client or Consultancy and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or Consultancy or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including information that the Consultancy creates, develops, receives or obtains in connection with an Assignment, whether or not such information (if in anything other than oral form) is marked confidential, and is not for the time being in the public domain (or is in the public domain through unauthorised disclosure by the Client or the Consultancy);

Data Protection Legislation means any applicable law, legislation and/or regulatory guidance regulating the collection, use, storage, retention, processing and/or protection of Personal Data (and any/or any similar and/or analogous information and/or concept) including, without limitation, and where applicable, General Data Protection Regulation (EU) 2016/679 ('GDPR') and/or any legislation implementing and/or supplemental to GDPR, including, without limitation and where applicable, the Data Protection Act 2018, as amended from time to time;

Equipment means the Consultancy's and/or a Service Provider's equipment and materials as necessary for the provision of the Services during an Assignment;

Fee means the rate specified in an Assignment Schedule calculated (unless otherwise agreed) in accordance with the Consultancy's current standard rates notified to the Client from time to time or upon completion of any agreed Milestones specified in an Assignment Schedule;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder;

Intellectual Property Rights means all existing and future copyright, design rights, know-how, registered designs, trademarks, patents, domain names, database rights, applications for any of these, the right to apply for any of these and all other intellectual property rights, in any part of the world, for the full term and any renewals and extensions of such rights generated or produced by the Consultancy or a Service Provider solely during the provision of the Services;

Location means a Service Provider's, the Consultancy's or the Client's premises as specified in the relevant Assignment Schedule as agreed from time to time;

Milestones means specified stages of the Services as set forth in an Assignment Schedule or as agreed from time to time;

Period means the duration specified in an Assignment Schedule for the provision of the Services;

Personal Data means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: (a) an identifier such as a name, an identification number, location data or an online identifier, or (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;

Personnel means employees, officers, representatives, sub-contractors and substitutes used by a Service Provider to provide the Services on the Consultancy's behalf;

Representatives means the employees, agents, contractors or representatives of the Client and other persons duly authorised on its behalf in respect of receiving the Services pursuant to an Assignment;

Service Provider means the person, firm or body corporate that has agreed with the Consultancy to assist with the provision of the Services and unless the context otherwise requires reference to Service Provider means an individual Service Provider or group of Service Providers as listed in an Assignment Schedule relevant to a particular Assignment.

- 1.2 References to the Client shall, unless the context indicates otherwise, be deemed to refer to the Client and any company which is directly or indirectly a subsidiary or holding company of the Client or a subsidiary of any such holding company.
- 1.3 Words and phrases which are generally defined for the purposes of the Companies Act 2006 shall, unless the context otherwise requires, bear the same meanings in this Agreement.
- 1.4 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.5 This Agreement supersedes all previous agreements between the Consultancy and the Client.

2 The Services

- 2.1 The Consultancy agrees to provide the Services to the Client during an Assignment using a single Service Provider, group of Service Providers or its own employees and the Client agrees to receive the Services as set out in an Assignment Schedule. The Consultancy acknowledges and accepts that it shall remain liable for the acts and/or omissions of a Service Provider or group of Service Providers in accordance with clause 9.
- 2.2 If appropriate, objectives shall be deemed to be achieved according to the agreed Milestones set out (or referred to) in an Assignment Schedule.
- 2.3 The Services are provided at the Client's request and the Client accepts that it is responsible for verifying that the requirements for the Services set out in an Assignment Schedule are suitable for its own needs.
- 2.4 If the Consultancy agrees to carry out any work at the Client's express request outside the scope of the Services, the provisions of this Agreement will apply to the work undertaken and the Fee shall be agreed between the Parties at the relevant time.
- 2.5 This Agreement constitutes a contract for services between the Consultancy and the Client for the Consultancy to provide Services to the Client using a Service Provider or group of Service Providers as may be agreed in an Assignment Schedule from time to time and any Assignment is subject to the terms of this Agreement.
- 2.6 The Consultancy agrees that it (and shall procure that the Service Providers and Personnel):
 - 2.6.1 shall provide the Services in accordance with an Assignment Schedule but will use its/their own discretion as to the method and manner of performing the Services in accordance with any applicable professional standards and with any and all agreed project specifications but in doing so will have due regard to the Client's reasonable requests within the scope of the Services;
 - 2.6.2 will not submit to supervision, direction or control by the Client or accept any employee type benefits if offered by the Client or any other person or otherwise permit a Service Provider or its Personnel to integrate into the Client's organisation;
 - 2.6.3 provide the Services with reasonable skill and care, to the reasonable satisfaction of the Client and in accordance with the terms of this Agreement;
 - 2.6.4 will comply with any agreed project timetable for delivery of the Services by the Target Completion Date specified in an Assignment Schedule;
 - 2.6.5 shall provide the Services for such hours as it deems necessary to complete the Services by the Target Completion Date;
 - 2.6.6 shall rectify at its own cost any defects in the Services as notified in writing by the Client to the Consultancy during any agreed Warranty Period;

- 2.6.7 provide any necessary Equipment, materials and technical resources at its own expense to undertake the Services at the Location as applicable;
- 2.6.8 will comply with (and procure that a Service Provider complies with) the Working Time Regulations 1998 in respect of the Personnel and give reasonable notice of any necessary suspension of the Services to comply with such Regulations;
- 2.6.9 follow any statutory rules and regulations (including but not limited to health and safety and use of the Client's equipment) reasonably applicable to independent contractors whilst providing the Services at the Client's premises; and
- 2.6.10 shall procure that a Service Provider pays for any necessary training and reference books in respect of its Personnel.
- 2.7 For the avoidance of doubt neither the Consultancy, a Service Provider nor Personnel shall be subject to (or to the right of) supervision, direction or control by any person as to the method, location and time for the provision of the Services.
- 2.8 The Client acknowledges and accepts that Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 will not apply to an Assignment because (i) the supply of agreed Services in connection with an Assignment under this Agreement is a fully contracted out service and (ii) the Consultancy, being the client of a Service Provider, qualifies as small within the meaning of sections 60A-60G Income Tax (Earnings and Pensions) Act 2003. Accordingly, for the purposes of a Service Provider, an Assignment shall be within the scope of Chapter 8 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the Consultancy shall use reasonable efforts to ensure that a Service Provider obtains independent legal advice regarding the status of an Assignment.

3 The Consultancy

- 3.1 The Consultancy acknowledges that it is engaged as an independent contractor and nothing in this Agreement renders it nor any Service Provider (including a Service Provider's Personnel, Substitute Personnel and Sub-contractors) an employee, agent or partner of the Client and the Consultancy will not hold itself out as such.
- 3.2 The Consultancy procures that a Service Provider shall make its own payment and other arrangements in respect of holiday, sickness, disability, insurance and pension arrangements for its Personnel.
- 3.3 The Consultancy acknowledges that a Service Provider is exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax liability in respect of the Fees referred to in clause 4 and will pay any such contributions and taxes to the appropriate authorities.
- 3.4 The Consultancy is exclusively responsible for the discharge of VAT payable in respect of the Fees referred to in clause 4 and will pay such VAT to the appropriate authorities.
- 3.5 This Agreement remains in force for the duration of an Assignment and the Consultancy further agrees that clause 3.10.4 shall remain in force for 1 year after termination of an Assignment howsoever caused.
- 3.6 The Client is under no obligation to offer any other work in addition to the agreed Services and the Consultancy is under no obligation to accept and perform any additional work if offered.
- 3.7 Once the Services have been completed the Client shall not be under any obligation whatsoever to offer additional work to the Consultancy and the Consultancy shall be under no obligation whatsoever to accept any further work if offered.
- 3.8 For the avoidance of doubt the parties do not intend to create any mutuality of obligations either during the performance of the Services or during any period of notice specified in an Assignment Schedule.
- 3.9 The Services shall be provided on a non-exclusive basis and the Consultancy and Service Providers (including the Personnel) shall be free to enter into contracts to provide services

to third parties provided that such a contract does not place the Consultancy in breach of this Agreement nor interfere, conflict or compete with the Services provided or the business of the Client.

- 3.10 The Consultancy further warrants that:
 - 3.10.1 it has full capacity to enter into this Agreement;
 - 3.10.2 it is not subject to an insolvency event of any kind within the meaning of the Insolvency Act 1986 (as amended);
 - 3.10.3 prior to the commencement of the Services it will inform the Client of any unspent convictions within the meaning of the Rehabilitation of Offenders Act 1974 and Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 in respect of any of Personnel as utilised by a Service Provider;
 - 3.10.4 the Consultancy shall (and procures that a Service Provider and its Personnel shall) both during an Assignment and after its termination keep confidential and not (except as authorised or required for the purposes of this Agreement) use or disclose or attempt to use or disclose any of the Confidential Information;
 - 3.10.5 it will not knowingly infringe any existing that any Intellectual Property Rights owned by a third party;
 - 3.10.6 there is no legal restriction upon a Service Provider providing the Services on the Consultancy's behalf and any necessary permits have been obtained from the UK Home Office in respect of a Service Provider's Personnel in the event that such Personnel are not UK citizens; and
 - 3.10.7 The Consultancy shall procure that a Service Provider's Personnel have the necessary skills to undertake the Services on its behalf.
- 3.11 The Consultancy will not, and will procure that a Service Provider will not, hold itself out as having authority to bind the Client nor have any authority to incur any expenditure in the name of or on behalf of the Client.
- 3.12 The Consultancy shall procure that in relation to any attendance at the Client's premises by its Principal Contact and/or a Service Provider's Personnel all such Personnel shall comply with the Client's regulations in relation to health and safety and security as are relevant to independent contractors and site visitors.

4 Fees

- 4.1 In consideration of the provision of the Services provided by the Consultancy during an Assignment pursuant to this Agreement the Client will pay the Fees agreed as set out in the relevant Assignment Schedule without deduction of income tax, National Insurance contributions or any other sum and shall reimburse any unlawful deduction forthwith upon demand.
- 4.2 All Fees exclude VAT.
- 4.3 Payment will be made by the Client within thirty (30) days of the date of receipt of the Consultancy's invoice (unless otherwise stated in an Assignment Schedule).
- 4.4 The Client is under no obligation to pay the Consultancy in respect of any period:
 - 4.4.1 when no Services have been provided; or
 - 4.4.2 if the Client (acting reasonably) is not satisfied with any of the Services relating to the invoice period and has set out in writing its reasons for delaying payment to the Consultancy.
- 4.5 If any sum due to the Consultancy under an Assignment (other than one which is the subject of a genuine dispute) is in arrears after the due date, the Consultancy may without prejudice to any other right or remedy:
 - 4.5.1 charge interest on such overdue sum on a day-to-day basis from the original due date specified in clause 4.3 until paid in full at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended); and/or

- 4.5.2 suspend (without liability on the Consultancy's part) the provision of the Services on one (1) Business Day's prior written notice.
- 4.6 Should any outstanding invoices not be settled upon termination, including such circumstances where work has been performed by the Consultancy but is yet to be invoiced, the Consultancy agrees to provide its final invoices within fifteen (15) days of termination and the Client further agrees to pay any owed monies within thirty (30) days following receipt of final invoices (unless otherwise stated in an Assignment Schedule).
- 4.7 The Consultancy agrees that payment can only be made for such periods where an Assignment Schedule is in force.
- 4.8 The Consultancy reserves the right to review fees on an annual calendar basis and uplift as required to reflect cost increases and market conditions (as a minimum in line with RPI).

5 Personnel

- 5.1 The Consultancy will use reasonable efforts to provide continuity in the delivery of the agreed Services and will appoint a Principal Contact as nominated in an Assignment Schedule to liaise with the Client's Representative as nominated in an Assignment Schedule.
- 5.2 The Client acknowledges and accepts that a Service Provider's Personnel will at all times throughout the provision of the Services remain the employees or sub-contractors of a Service Provider and a Service Provider's Personnel will remain under the overall control of a Service Provider and the parties acknowledge and agree that a Service Provider's Personnel are not, nor are they deemed to be for any purpose, employees of Client.
- 5.3 The Client acknowledges and accepts that a Service Provider shall be entitled to substitute its Personnel ('Substitute Personnel') at its sole discretion and the Client may only refuse to accept any such Substitute Personnel if (acting reasonably) such Substitute Personnel is not suitable with regard to qualifications or security clearance.
- 5.3.1 In the event of substitution of any Personnel the Consultancy procures that a Service Provider shall in its own time and expense be responsible for a reasonable handover period to the Substitute Personnel.
- 5.4 A Service Provider shall be entitled to sub-contract elements of the Services as specified in an Assignment Schedule and the Client may only refuse to accept a sub-contractor ('Sub-contractor') if (acting reasonably) such a Sub-contractor is not suitable with regard to qualifications or security clearance.
- 5.5 The Consultancy will remain responsible for any Services undertaken by the Substitute Personnel or Sub-contractor.
- 5.6 The Consultancy will procure that any Substitute Personnel or Sub-contractors (as appropriate) will adhere to the confidentiality and data protection provisions of this Agreement.

6 Client's Obligations

- 6.1 The Client shall upon the Consultancy's request:
 - 6.1.1 provide the Consultancy and its Service Providers with all necessary information, facilities, support and services reasonably required by the Consultancy for the performance of its obligations to the Client while performing Services in respect of an Assignment at the Client's premises including (without limitation) a secure work space, internet connectivity and access to the applicable computers, software, hardware and systems of the Client as may be reasonably necessary for the performance of the Services;
 - 6.1.2 provide a Service Provider's Personnel with appropriate access to the areas in which the Services are to be performed;
 - 6.1.3 take all reasonable steps to ensure the health and safety of the Consultancy's employees and Service Provider's Personnel while they are at the Client's premises;

- 6.1.4 ensure that the computer and operating system and any other hardware or software which the Consultancy has agreed to use or modify for the purpose of the Services are either the property of the Client or are legally licensed to the Client or legally permitted for use by the Client;
- 6.1.5 ensure that its Representatives co-operate with the Consultancy and Service Provider(s) in relation to the provision of the Services; and
- 6.1.6 provide the Consultancy and Service Provider(s) with such access credentials, materials, cryptographic keys and other data as may be reasonably necessary to perform and deliver the Services within a reasonable timeframe of each request. In the event that the required materials are not made available, the Consultancy has the right to assess reasonable charges associated with any resulting delays.
- 6.2 The Client will not either during an Assignment or at any time during the period of 12 months following termination of this Agreement or an Assignment Schedule howsoever caused directly or indirectly solicit or endeavour to solicit away from the Consultancy or employ or engage or be directly involved in the employment or engagement of any person with whom the Consultancy has had dealings or contact (other than on a de minimis) basis in the course of an Assignment and who is at the termination date, or was at any time during the period of 12 months prior to the termination date, employed or engaged by the Consultancy in an any capacity including (without limitation) a Service Provider and/or its Personnel.

7 Term - Agreement and Assignments

- 7.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Agreement or as agreed in writing between the Consultancy and the Client.
- 7.2 Upon termination of this Agreement any Assignment then in existence shall also terminate.
- 7.3 The Consultancy may by written notice terminate this Agreement (and any Assignment) immediately and without liability for compensation or damages if:
 - 7.3.1 either the Client becomes bankrupt, the Client has a receiving order made against it, if the Client makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;
 - 7.3.2 the Client has failed for any reason (save where there is cause) to pay an invoice submitted by the Consultancy in accordance with clause 4.3 and the Consultancy believes that there is no reasonable prospect of payment;
 - 7.3.3 the Client convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation as appropriate except (with the written approval of the Consultancy) for the purposes of and followed by amalgamation or reconstruction;
 - 7.3.4 a receiver or an administrative receiver is appointed in respect of any of the Client's Property;
 - 7.3.5 the Client fails materially to comply with its obligations 21 days after being given written notice of such failure in clause 6; or
 - 7.3.6 the Client misuses any of the Consultancy's or Service Provider's Confidential Information or Retained Intellectual Property Rights.
- 7.4 The Client may terminate this Agreement (and any Assignment) immediately and without liability for compensation or damages if:
 - 7.4.1 the Consultancy fails to provide the Services either for (21) days or on the date or dates agreed in any Assignment Schedule (or to complete the Services by the date specified in an Assignment Schedule) for any reason;
 - 7.4.2 the Client in its reasonable opinion considers the Consultancy, a Service Provider and/or the provision of the Services to be unsatisfactory or the Consultancy or a Service Provider have acted in an unprofessional manner;
 - 7.4.3 The Consultancy fails to meet its Milestones deadlines specified in an Assignment Schedule;

- 7.4.4 either a Service Provider or the Consultancy misuses any Confidential Information;
- 7.4.5 the Consultancy or Service Provider is in breach of any statutory rules and regulations (including but not limited to health and safety and use of the Client's equipment) reasonably applicable to independent contractors whilst providing the Services at the Location;
- 7.4.6 the Consultancy or a Service Provider becomes bankrupt, the Consultancy or a Service Provider has a receiving order made against it, if the Consultancy or a Service Provider makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;
- 7.4.7 the Consultancy or a Service Provider convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation as appropriate except (with the written approval of the Client) for the purposes of and followed by amalgamation or reconstruction;
- 7.4.8 a receiver or an administrative receiver is appointed in respect of any of the Consultancy's or a Service Provider's property; or
- 7.4.9 the Consultancy or a Service Provider are in material breach of this Agreement (or the terms of any Assignment Schedule).
- 7.5 Either the Consultancy or the Client may terminate this Agreement upon giving not less than 21 days' notice to the other in writing provided that where an Assignment has been agreed and has not been terminated such notice pursuant to this clause may not expire earlier than the date on which such Assignment terminates or may pursuant to this Agreement be terminated.
- 7.6 Upon termination of this Agreement (or an Assignment) for any reason the Consultancy shall deliver up to the Client all materials and Confidential Information belonging to the Client in its power, possession or control.
- 7.7 Upon termination of this Agreement (or an Assignment) the Consultancy agrees (and shall procure that a Service Provider agrees) that it:
 - 7.7.1 will immediately deliver to the Client all Client Property which is in its possession or under its control;
 - 7.7.2 shall irretrievably delete any and all of the Client's Confidential Information which is in its possession or under its control outside the premises of the Client; and
 - 7.7.3 shall provide a signed statement that it has complied fully with its obligations under clause 7.7.
- 7.8 An Assignment shall come into being upon the Client and the Consultancy signing an Assignment Schedule in relation that Assignment and shall continue until terminated. Each Assignment shall specify a 'Start Date' being the date upon which the Services the subject of an Assignment shall commence and a 'Target Completion Date' being the date on which the Services shall be completed.
- 7.9 An Assignment will terminate upon the earlier of:
 - 7.9.1 completion of the Services relating to that Assignment to the Client's reasonable satisfaction;
 - 7.9.2 termination of this Agreement;
 - 7.9.3 termination of that Assignment pursuant to a notice given in relation to that Assignment as provided by this Agreement; or
 - 7.9.4 by either party notifying the other in writing by giving the period of notice specified in an Assignment Schedule.
- 7.10 An Assignment may be extended for such periods as are necessary to complete the Services by the parties signing a new Assignment Schedule and the provisions of this Agreement shall apply to the new Assignment Schedule.
- 7.11 Termination of this Agreement shall not affect:
 - 7.11.1 any rights remedies obligations or liabilities of either party which have accrued up to the date of termination; or
 - 7.11.2 the provisions of clauses 7.6 and 7.7 insofar as they have not been complied with.

8 Intellectual Property Rights

- 8.1 In consideration of the Client paying all the Fees due to the Consultancy in respect of an Assignment, the Consultancy agrees that all the Intellectual Property Rights in the Services will transfer to the Client by way of present and future assignment save as for any Retained Intellectual Property Rights specified in an Assignment Schedule:
- 8.1.1 in any sector and for any purpose;
 - 8.1.2 for the full term of such rights and any renewals; and
 - 8.1.3 with effect from the date on which all invoices due to be submitted in accordance with clause 4 in respect of the Services have been paid.

9 Liability and Indemnity

- 9.1 The Consultancy shall at all times both during and for 6 years post-termination of this Agreement howsoever arising maintain appropriate professional indemnity insurance and public liability insurance covering the risk of its negligence, default or breach of duty under this Agreement in accordance with the Insurance Requirement specified in an Assignment Schedule.
- 9.2 The Consultancy hereby indemnifies the Client and undertakes to keep it indemnified against all and any directly attributable liability, losses, damages, costs and expenses of whatever nature incurred or suffered in connection with the Consultancy's performance or breach of this Agreement arising solely from:
- 9.2.1 the disallowance of any VAT charged in respect of the Services or any additional Services as allowable input tax for the Client;
 - 9.2.2 any unauthorised act or omission, any negligence, wilful default or breach of duty by the Consultancy or a Service Provider;
 - 9.2.3 any breach of its warranties;
 - 9.2.4 any liability for any employment-related claim (including without limitation claims under the Transfer of Undertakings (Protection of Employment) Regulations 2006) or any claim based on worker status (including reasonable costs and expenses) brought by a Service Provider's Personnel (including any Substitute Personnel) and/or anyone engaged by Consultancy against the Client arising out of or in connection with the provision of the Services; or
 - 9.2.5 a breach of Data Protection Legislation.
- 9.3 The Consultancy undertakes to defend and hold harmless the Client from and against any action or claim that the use or possession of the Services, or any part of them, infringes the Intellectual Property Rights of any third party and will indemnify the Client from and against any directly attributable losses, damages, costs (including legal fees assessed on the standard basis if not agreed between the parties) and expenses incurred by the Client as a result of or in connection with any such claim which are (a) agreed in settlement or (b) awarded by a court of competent jurisdiction against the Client as a result of, or in connection with, that claim.
- 9.4 Save as for death and personal injury arising from its negligence the maximum amount of the Consultancy's liability for any claim or series of claims shall be limited to the Insurance Requirement specified in an Assignment Schedule.
- 9.5 Neither party shall be liable to the other for any indirect or consequential loss of profit, business or anticipated savings.
- 9.6 The parties recognise that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, the

parties acknowledge and agree that a party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

10 Data Protection

- 10.1 The Client will collect and process information relating to the Personnel in accordance with the privacy notice which is annexed to this Agreement.
- 10.2 The Consultancy acknowledges, and procures that the Service Providers acknowledge, that for the purposes of the Data Protection Legislation, the Client is the data controller, the Consultancy is the data processor and the Service Providers are sub-data processors.
- 10.3 The Consultancy shall, and procures that its employees, the Service Providers, Substitute Personnel and Sub-contractors shall, comply with the Data Protection Legislation.
- 10.4 The Consultancy shall, and shall procure that the Service Providers shall, in relation to any Personal Data processed in connection with an Assignment:
 - 10.4.1 Process that Personal Data only on written instructions of the Client;
 - 10.4.2 Keep the Personal Data confidential;
 - 10.4.3 Comply with the Client's privacy standard and/or data protection policy, and/or data retention guidelines and/or other applicable policies (if any) and as amended from time to time;
 - 10.4.4 Comply with the Client's reasonable instructions with respect to processing Personal Data;
 - 10.4.5 Not transfer any Personal Data outside of the UK or European Economic Area without the Client's prior written consent;
 - 10.4.6 Assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 10.4.7 Notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Consultancy's compliance with the Data Protection Legislation;
 - 10.4.8 At the written request of the Client, delete or return Personal Data (and any copies of the same) to the Client on termination of an Assignment or this Agreement unless required by the Data Protection Legislation to store the Personal Data; and
 - 10.4.9 Maintain complete and accurate records and information to demonstrate compliance with this clause 10.
- 10.5 The Consultancy shall (and procures that the Service Providers shall) ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
 - 10.5.1 Pseudonymising and encrypting Personal Data.
 - 10.5.2 Ensuring confidentiality, integrity, availability and resilience of its systems and services.
 - 10.5.3 Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
 - 10.5.4 Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 10.6 The Consultancy agrees that any Substitute Personnel appointed under clause 5.3 is a third-party processor of Personal Data under this Agreement. The Consultancy procures that a Service Provider will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 10, with the Substitute Personnel.

11 Disputes

- 11.1 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.
- 11.2 If the dispute cannot be settled amicably through ordinary negotiations, the dispute shall be referred to a mediator for resolution and either party may (at such meeting or within 14 days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ('Neutral Adviser') before resorting to litigation.
- 11.3 If the parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, any party may, within [14] days from the date of the proposal to appoint a Neutral Adviser or within [14] days of notice to any party that they are unable or unwilling to act, apply to the Centre for Dispute Resolution ('CEDR') to appoint a Neutral Adviser.
- 11.4 If the parties fail to reach agreement in the structured negotiations within [30] days of the Neutral Adviser being appointed, such a failure shall be without prejudice to the right of any party subsequently to refer any dispute or difference to litigation but the parties agree that before resorting to litigation structured negotiations in accordance with this clause shall have taken place.
- 11.5 Nothing contained in this clause shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

12 Anti-bribery and Corruption

- 12.1 Each party will comply in all material respects with the Bribery Legislation.
- 12.2 Without limitation to clause 12.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.
- 12.3 Each party will use all reasonable endeavours to ensure that:
 - 12.3.1 all of that party's personnel;
 - 12.3.2 all others associated with that party; and
 - 12.3.3 all of that party's sub-contractors involved in performing the Services or with this Agreement comply with the obligations set out in clauses 12.1 and 12.2.
- 12.4 In this clause 12, the expressions 'adequate procedures' and 'associated' will be construed in accordance with the Bribery Act 2010 and documents published under it.

13 Miscellaneous

- 13.1 Any variation to this Agreement and Assignment Schedule shall be agreed in writing and signed by authorised representatives of both parties.
- 13.2 No waiver of any term or condition of this Agreement by either a Service Provider or the Consultancy shall be effective unless it is in writing and signed by both parties.
- 13.3 The unenforceability of any part of this Agreement will not affect the enforceability of any other part.
- 13.4 Notices under this Agreement will be in writing and sent to the registered address specified in this Agreement. They may be given and will be deemed received by first-class post: two Business Days after posting; by hand: on delivery; by facsimile: on successful receipt; by email: on the next working day.

- 13.5 No party may assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent such consent not to be unreasonably withheld or delayed.
- 13.6 Save as set out in clause 13.7 this Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.7 The Client shall be entitled to rely on and enforce the provisions of clause 9 and the indemnities given by a Service Provider in favour of the Client, notwithstanding that the Client is not a party to this Agreement.
- 13.8 In the event of conflict between this Agreement and an Assignment Schedule an Assignment Schedule as may be in force shall prevail.
- 13.9 A party will not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it: (i) promptly notifies the other of the Force Majeure event and its expected duration, and (ii) uses reasonable endeavours to minimise the effects of that event. If, due to Force Majeure, a party is unable to perform a material obligation, or is delayed in or prevented from performing its obligations for a continuous period of more than 7 days, the other party may terminate this Agreement immediately upon written notice.
- 13.10 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute between the parties a partnership, associate, joint venture or other co-operative entity.
- 13.11 If any term, condition, clause or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.
- 13.12 Any statute or statutory provision referred to herein shall include, except where otherwise expressly stated, the statute or statutory provision as amended, consolidated or re-enacted from time to time before the date of this Agreement, and includes any subordinate legislation made under the statute or statutory provision (as so amended, consolidated or re-enacted) before the date of this Agreement.
- 13.13 This Agreement constitutes the entire agreement between the parties and supersedes and terminates all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this 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 this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 13.14 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.15 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed:

Name: Pekka Metsaranta

For and on behalf of Sisua Limited

Dated:

Signed:

Name:

For and on behalf of [Insert Client Name]

Dated: