

## CONSULTANCY AGREEMENT FOR G-CLOUD 14

### SCHEDULE

TERM	MEANING
<b>we, us or our</b>	<p><b>Origami Labs UK Ltd</b> a company registered in England and Wales. Our company registration number is 14169007.</p> <p>Address: Cliveden Chambers, Cliveden Place, Stoke-on-Trent, Staffordshire ST3 4JB, United Kingdom</p> <p>Email: frameworks@origamilabs.co.uk</p>
<b>you or your</b>	The Buyer stated in the Order Form (Part A) and Call-Off Contract (Part B) under the G-Cloud 14 Framework.
<b>Services and Deliverables</b>	The Services, Deliverables and Exclusions defined in the Call-Off Contract (Part B) under the G-Cloud 14 Framework.
<b>Price</b>	The total price and/or daily rates defined in the Call-Off Contract (Part B) or the pricing matrix agreed under the G-Cloud 14 Framework.
<b>Expenses</b>	<p>The Expenses include:</p> <ul style="list-style-type: none"> <li>Reimbursable travel and subsistence costs as agreed in advance and within the limits of the Buyer's departmental limits.</li> </ul> <p>and any other disbursements, reasonably and directly incurred by us and approved in advance by you for the purpose of the supply of the Services. We will invoice you for any Expenses we incur, and you agree to reimburse us using the payment method and by the payment due date set out in our invoice.</p>
<b>Payment Terms</b>	We will issue invoices to you on the basis agreed in the Call-Off Contract (Part B) under the G-Cloud 14 Framework. You must pay us the Price, and all other amounts due and payable under this Agreement, using the payment method set out in our invoice, within 30 days from the date of our invoice, or as otherwise agreed between the Parties.
<b>Term</b>	This Agreement will commence on the Commencement Date and will continue until the date on which we have completed the supply of the Services to you (as reasonably determined by us), or the date stated in the Order Form (Part A) and Call-Off Contract (Part B) under the G-Cloud 14 Framework.
<b>Termination for Convenience</b>	Either Party may terminate this Agreement at any time by giving [30] days' notice in writing to the other Party.
<b>Intellectual Property Usage</b>	<ol style="list-style-type: none"> <li>As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.</li> <li>We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for the purpose stated in the Order Form (Part A) and Call-Off Contract (Part B) under the G-Cloud 14 Framework.</li> <li>You agree not to modify, adapt, translate, or create derivative works based on the New Materials without our prior written consent.</li> <li>You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our associated bodies corporate, as that term is defined in the Companies Act 2006) and non-transferable right and licence to use Your Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under this Agreement.</li> </ol>

## TERMS AND CONDITIONS

This Agreement is entered into between us and you, together the **Parties** and each a **Party**.

### 1. Services

- 1.1 In consideration of your payment of the Price, we will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel.
- 1.2 If this Agreement expresses a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.
- 1.3 You acknowledge and agree that any information, advice, material or work provided by us as part of the Services does not constitute legal, financial, medical, due diligence or risk management advice.
- 1.4 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under this Agreement, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

### 2. Your Obligations

- 2.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):
  - (a) comply with this Agreement, all applicable Laws, and our reasonable requests;
  - (b) provide us (and our Personnel) with access to your premises (and its facilities) as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
  - (c) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
  - (d) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.
- 2.2 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 2.

### 3. Price and Payment

- 3.1 In consideration for us providing the Services, you agree to pay all amounts due under this Agreement in accordance with the Payment Terms.
- 3.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under this Agreement or at Law):
  - (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable

from you, our reasonable additional costs of doing so (including all recovery costs); and/or

- (b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.

- 3.3 All amounts payable by you under this Agreement are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**), unless otherwise stated. Where any taxable supply for VAT purposes is made under this Agreement by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services..

### 4. Warranties and Representations

- 4.1 Each Party represents and warrants that:
  - (a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business; and
  - (b) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.
- 4.2 You represent and warrant that:
  - (a) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete; and
  - (b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur.

### 5. Intellectual Property

- 5.1 As between the Parties:
  - (a) we own all Intellectual Property Rights in Our Materials;
  - (b) you own all Intellectual Property Rights in Your Materials; and
  - (c) nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 5.2 Each Party agrees that ownership and usage of any Intellectual Property Rights in connection with this Agreement are as set out in the 'Intellectual Property Usage' section of the Schedule.
- 5.3 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and will procure that your Personnel) consent to our use or infringement of those Moral Rights.

5.4 This clause 5 will survive termination or expiry of this Agreement.

## 6. Confidential Information

6.1 Each Receiving Party agrees:

- (a) not to disclose the Confidential Information of the Disclosing Party to any third party (subject to subclause 6.1(c));
- (b) to protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;
- (c) to only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with this Agreement, provided those Personnel keep the Confidential Information confidential in accordance with this clause 6; and
- (d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under this Agreement.

6.2 The obligations in clause 6.1 do not apply to Confidential Information that:

- (a) is required to be disclosed for the Parties to comply with their obligations under this Agreement;
- (b) is authorised in writing to be disclosed by the Disclosing Party;
- (c) is in the public domain or is no longer confidential, except as a result of a breach of this Agreement or other duty of confidence; or
- (d) must be disclosed by Law or by a regulatory authority, including under subpoena summons, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.

6.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 6. A Party is entitled to seek an injunction, or any other remedy available at Law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 6.

6.4 This clause 6 will survive the termination of this Agreement.

## 7. Privacy

7.1 Each Party agrees to comply with all Applicable Data Protection Law in connection with this Agreement.

7.2 The Parties each agree to comply with the terms of our Data Processing Addendum, which is set out at Attachment 1 to this Agreement and forms part of these terms.

## 8. Liability

8.1 Neither Party may benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its deliberate default.

8.2 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with this Agreement including liability in statute, contract, equity, tort (including

negligence), misrepresentation, restitution, indemnity or otherwise.

8.3 Nothing in this Agreement limits any Liability which cannot legally be limited, including Liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) defective products under the Consumer Protection Act 1987.

8.4 Subject to clauses 8.1 (no limitation in respect of deliberate default) and 8.3 (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by Law:

- (a) neither Party will be liable for Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

8.5 This clause 8 will survive the termination or expiry of this Agreement.

## 9. Term and Termination

9.1 This Agreement will operate for the Term.

9.2 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

9.3 Upon expiry or termination of this Agreement:

- (a) we will immediately cease providing the Services;
- (b) any payments made by you to us for Services already performed are not refundable to you;
- (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;
- (d) by us pursuant to clause 9.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and

- (e) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 6.
- 9.4 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.
- 9.5 This clause 9 will survive the termination or expiry of this Agreement.
- 10. General**
- 10.1 **Amendment:** Subject to clauses 1.4, this Agreement may only be amended by written instrument executed by the Parties.
- 10.2 **Assignment:** Subject to clauses 10.3 and 10.14, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 10.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.
- 10.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.
- 10.5 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 10.6 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first complying with this clause 10.6. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute.
- If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may:
- (a) where you are resident or incorporated in the UK, refer the matter to mediation, administered by The Centre for Effective Dispute Resolution, in accordance with the Model Mediation Procedure.
- (b) where you are not resident or incorporated in the UK, refer the matter to arbitration administered by the London Court of International Arbitration (**LCIA**), with such arbitration to be conducted in London, before one arbitrator, in English and in accordance with the LCIA Arbitration Rules.
- Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 10.7 **Entire Agreement:** This Agreement contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 10.8 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may by notice terminate this Agreement, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.
- 10.9 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 10.10 **Governing Law:** This Agreement is governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 10.11 **Notices:** Any notice given under this Agreement must be in writing addressed to the addresses set out in this Agreement, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 10.12 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 10.13 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

- 10.14 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under this Agreement and that we are liable for the acts and omissions of our subcontractor.
- 10.15 **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

## 11. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

**Agreement** means these terms and conditions and any documents attached to, or referred to in, each of them.

**Applicable Data Protection Law** means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with this Agreement, including, without limitation, the Data Protection Act 2018.

**Business Day** means a day on which banks are open for general banking business in London, England, excluding Saturdays, Sundays and public or bank holidays.

**Commencement Date** means the date this Agreement is signed by the last of the Parties.

**Confidential Information** means information which:

- (a) is disclosed to the Receiving Party in connection with this Agreement at any time;
- (b) relates to the Disclosing Party's business, assets or affairs; or
- (c) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price will not constitute "Consequential Loss".

**Data Protection Legislation** means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with this Agreement, including without limitation, the Data Protection Act 2018.

**Deliverables** means any materials, goods, items or other deliverables forming part of the Services, as particularised in the Schedule.

**Disclosing Party** means the Party disclosing Confidential Information to the Receiving Party.

**Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

**Intellectual Property Rights** or **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**Law** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with this Agreement or the supply of the Services.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

**Moral Rights** has the meaning given in Chapter IV of the Copyright, Designs and Patents Act 1988 and includes any similar rights in any jurisdiction in the world.

**New Materials** means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with this Agreement or the supply of the Services, whether before or after the date of this Agreement and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

**Our Materials** means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Price** means the price set out in the Schedule, as adjusted in accordance with this Agreement.

**Receiving Party** means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

**Schedule** means the schedule to this Agreement.

**Services** means the services set out in the Schedule, as adjusted in accordance with this Agreement.

**Your Materials** means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to this Agreement) and/or developed by or on behalf of you or your Personnel independently of this Agreement and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.

**VAT** has the meaning given in clause 3.3.

## 12. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to time is to local time in London, England; and
- (g) a reference to £ or pounds refers to the currency of the UK from time to time.

## ATTACHMENT 1 – DATA PROCESSING ADDENDUM

### 1. General

This Data Processing Addendum (**DPA**) supplements the terms of the Consultancy Agreement that this DPA is attached to (**Agreement**) and applies to our provision of Services to you under the Agreement (as the Parties are defined in the Agreement). This DPA applies from the date you agree to our Agreement, and will continue in accordance with the terms of this DPA.

### 2. Definitions

2.1 Capitalised terms in this DPA have the meaning given in the Agreement, the Annexures, and as set out below:

**EU GDPR** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

**Transferred Data** means any Personal Data Processed by us or our Personnel on behalf of you in connection with the Agreement.

**Restricted Transfer** means a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

**UK GDPR** means the EU GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

**UK Addendum** means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers approved by the Information Commissioner's Office under section 119A of the Data Protection Act 2018 on 21 March 2022 (version B.1.0), and as updated from time to time.

2.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Sub-Processor" shall have the same meaning as in the UK GDPR.

### 3. Roles of the Parties

The Parties acknowledge and agree that in connection with the Agreement, where you provide us with Transferred Data, we are the [Processor/Sub-Processor] and you are the [Controller/Processor].

### 4. Processing of Personal Data

4.1 Each Party agrees to comply with Applicable Data Protection Law in the Processing of Transferred Data.

4.2 You instruct us to process Transferred Data in accordance with this DPA (including in accordance with Annex 1).

4.3 We agree to not process Transferred Data other than on your documented instructions.

### 5. Our Personnel

We agree to take reasonable steps to ensure the reliability of any of our Personnel who may have access to the Transferred Data, ensuring in each case that:

- (a) access is strictly limited to those individuals who need to know / access the relevant Transferred Data, as strictly necessary for the purposes of the Agreement; and
- (b) the relevant Personnel are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### 6. Security

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we agree to implement appropriate technical and organisational measures in relation to the Transferred Data to ensure a level of security appropriate to that risk in accordance with Applicable Data Protection Law.

6.2 In assessing the appropriate level of security, we agree to take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

### 7. Sub-Processing

7.1 You authorise our engagement of the Sub-Processors already engaged by us at the date of this DPA, which are set out at Annex 2.

7.2 Where we wish to engage a new Sub-Processor, we agree to provide written notice to you of the details of the engagement of the Sub-Processor at least 14 days' prior to engaging the new Sub-Processor (including details of the processing it will perform). You may object in writing to our appointment of a new Sub-Processor within 7 days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If the Parties are not able to achieve resolution, we may, at our election:

- (a) not appoint the proposed Sub-Processor;
- (b) not disclose any Transferred Data we process on your behalf to the proposed Sub-Processor; or
- (c) inform you that we may terminate the Agreement (including this DPA) for convenience, in which case, clause 14.2 will apply.

7.3 You agree that the remedies described above in clauses 7.2(a)-(c) are the only remedies available to you if you object to our engagement of any proposed Sub-Processor by us.

7.4 Where we engage a Sub-Processor to process Transferred Data, we agree to enter into a written agreement with the Sub-Processor containing data protection obligations no less protective than those in this DPA with respect to the Transferred Data, and to remain responsible to you for the performance of such Sub-Processor's data protection obligations under such terms.

7.5 Where the transfer of Transferred Data from us to a Sub-Processor is a Restricted Transfer, it will be subject to the UK Addendum (and documents or legislation referred to within it), which shall be deemed to be incorporated into this DPA, and the UK Addendum is considered an appropriate safeguard.

### 8. Data Subject Rights

- 8.1 Taking into account the nature of the Processing, we agree to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under the Applicable Data Protection Law.
- 8.2 We agree to:
- (a) promptly notify you if we receive a request from a Data Subject under any Applicable Data Protection Law in respect of Transferred Data; and
  - (b) ensure that we do not respond to that request except on your documented instructions or as required by Applicable Data Protection Law to which we are subject, in which case we shall, to the extent permitted by Applicable Data Protection Law, inform you of that legal requirement before we (or our Sub-Processor) respond to the request.
- 9. Personal Data Breach**
- 9.1 We agree to notify you without undue delay upon becoming aware of a Personal Data Breach affecting Transferred Data, and to provide you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 9.2 We agree to co-operate with you and take reasonable commercial steps as directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 9.3 If you decide to notify a Supervisory Authority, Data Subjects or the public of a Personal Data Breach, you agree to provide us with advance copies of the proposed notices and, subject to Applicable Data Protection Law (including any mandated deadlines under the UK GDPR), allow us an opportunity to provide any clarifications or corrections to those notices.
- 10. Data Protection Impact Assessment and Prior Consultation**
- We agree to provide reasonable assistance to you with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law (to the extent you do not otherwise have access to the relevant information and such information is in our control).
- 11. Deletion or return of Personal Data**
- Subject to this clause 11, and subject to any document retention requirements at law, we agree to promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Transferred Data (**Cessation Date**), delete and procure the deletion of all copies of those Transferred Data.
- 12. Audit Rights**
- 12.1 Subject to this clause 12, where required by law, we shall make available to you on request all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of Transferred Personal Data by us.
- 12.2 Where clause 12.1 applies, any audit (or inspection):
- (a) must be conducted during our regular business hours, with reasonable advance notice (which shall not be less than 30 business days);
  - (b) will be subject to our reasonable confidentiality procedures;
  - (c) must be limited in scope to matters specific to you and agreed in advance with us;
  - (d) must not require us to disclose to you any information that could cause us to breach any of our obligations under Applicable Data Protection Law;
  - (e) to the extent we need to expend time to assist you with the audit (or inspection), this will be funded by you, in accordance with pre-agreed rates; and
  - (f) may only be requested by you a maximum of one time per year, except where required by a competent Supervisory Authority or where there has been a Personal Data Breach in relation to Transferred Personal Data, caused by us.
- 12.3 Your information and audit rights only arise under clause 12.1 to the extent that the Agreement does not otherwise give you information and audit rights that meet the relevant requirements of Applicable Data Protection Law.
- 13. Liability**
- Despite anything to the contrary in the Agreement or this DPA, to the maximum extent permitted by law, the Liability of each Party and its affiliates under this DPA is subject to the exclusions and limitations of Liability set out in the Agreement.
- 14. Termination**
- 14.1 Each Party agrees that a failure or inability to comply with the terms of this DPA and/or the Applicable Data Protection Law constitutes a material breach of the Agreement. In such event, you may, without penalty:
- (a) require us to suspend the processing of Transferred Data until such compliance is restored; or
  - (b) terminate the Agreement effective immediately on written notice to us.
- 14.2 In the case of such suspension or termination by you, we shall provide a prompt pro-rata refund of all sums paid in advance under the Agreement which relate to the period of suspension or the period after the date of termination (as applicable).
- 14.3 Notwithstanding the expiry or termination of this DPA, this DPA will remain in effect until, and will terminate automatically upon, deletion by us of all Transferred Data covered by this DPA, in accordance with this DPA.

## ANNEX 1

### DESCRIPTION OF TRANSFER

<b>Personal Data Transferred</b>	<ul style="list-style-type: none"><li>• Identity Data including first name, middle name, last name, maiden name, title, date of birth, gender, job title, photographic identification, marital status, pronouns and images of [insert].</li><li>• Contact Data of [insert types of data subjects] including billing addresses, delivery addresses, email addresses and telephone numbers.</li><li>• Employee details including Identity Data and Contact Data of past, present and future employees.</li><li>• Financial Data including bank account and payment card details.</li><li>• Marketing and Communications Data including preferences in receiving marketing from us and our third parties and communication preferences.</li><li>• Insert.</li></ul>
<b>Special Categories of Personal Data and criminal convictions and offences</b>	<p>[Special Categories of Data will not be processed] or</p> <p>[The transferred data includes data relating to:</p> <ul style="list-style-type: none"><li>• racial or ethnic origin</li><li>• political opinions</li><li>• religious or philosophical beliefs</li><li>• trade union membership</li><li>• genetic data</li><li>• biometric data for the purpose of uniquely identifying a natural person</li><li>• physical or mental health</li><li>• sex life or sexual orientation</li><li>• criminal convictions and offences]</li></ul>
<b>Relevant Data Subjects</b>	<ul style="list-style-type: none"><li>• [insert e.g. business contact representatives]</li><li>• [insert e.g. your staff members]</li><li>• [insert e.g. your customers]</li><li>• [insert e.g. anyone about whom personal data is input into the Services]</li><li>• [insert e.g. authorised users of the Services]</li></ul>
<b>Frequency of the transfer</b>	Continuous
<b>Nature of the transfer</b>	As specified in the Agreement and this DPA, including without limitation use by us of Transferred Data to provide the Services.
<b>Purpose of processing</b>	The purpose of the transfer and processing are as specified in the Agreement and this DPA.
<b>Duration of the Processing</b>	The term of the Agreement, and for a period of 30 days after termination or expiry of the Agreement, unless otherwise required by law.

## ANNEX 2

### LIST OF SUB-PROCESSORS

SUB-PROCESSOR	LOCATION	PURPOSE/ SERVICES	WEBSITE & CONTACT DETAILS
e.g. Google LLC	e.g. United States	e.g. cloud services, website hosting, and data centre services	e.g. <a href="https://cloud.google.com/">https://cloud.google.com/</a> 1600 Amphitheatre Parkway Mountain View, California USA 94043